

# **COLLECTIVE BARGAINING AGREEMENT**

*Between*

## **KITTITAS COUNTY**

**BOARD OF COUNTY COMMISSIONERS,**

Assessor, Auditor, Clerk, Treasurer, Upper District Court, Lower District Court, Superior Court

*And*

## **COUNCIL 2**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**

**REPRESENTING LOCAL 792CH**

American Federation of State, County, and Municipal Employees, AFL-CIO

**January 1, 2025 – December 31, 2027**

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## **PREAMBLE**

This Agreement is made pursuant to the provisions of RCW 41.56, by and between KITTITAS COUNTY ASSESSOR, AUDITOR, BOARD OF COMMISSIONERS, CLERK, TREASURER, UPPER AND LOWER COUNTY DISTRICT COURTS AND SUPERIOR COURT, hereinafter referred to as the Employers, and Council 2, Washington State Council of County and City Employees, Local 792CH, hereinafter referred to as the Union.

The parties hereto desire to establish the standards of hours of labor, rates of pay, and other conditions under which the covered employees shall work for the Employers, and desire to regulate the mutual relations between the parties hereto during the term of the Agreement.

It is being specifically understood and agreed that all provisions herein are subject to existing laws, and if any provision is held or found to be in conflict with the law relating thereto, said provision shall be void and shall not bind either of the parties thereto.

## **ARTICLE I – RECOGNITION**

- 1.1 The Employer recognizes the Union as the certified exclusive bargaining representative for all regular full-time, regular part-time, and limited part-time employees in the departments and positions listed in the Appendices and Addendums to this agreement for the purpose of collectively bargaining with respect to wages, hours and working conditions.
- 1.2 EXCLUDED from the unit are all elected officials, confidential employees, supervisors, as defined by RCW 41.56.030, and any other employee classification not listed above.

## **ARTICLE II – MEMBERSHIP**

- 2.1 The Employer agrees to remain neutral when communicating with employees about Union membership and direct the employee to a Union staff representative if they have questions about Union membership.
- 2.2 Information to Exclusive Bargaining Agents – On a monthly basis, the Employer shall transmit a complete bargaining unit member list containing the following:
  - A. Employee's name and date of hire; and
  - B. Employee's contact information including cell, home, and work phone numbers, work and most up-to-date personal email address, home/ mailing address; and
  - C. Employee's employment information including job title, salary or rate of pay, and worksite location or duty station.
- 2.3 For current Union members and those who choose to join the Union, the County agrees to deduct Union dues once each month from the pay of bargaining unit employees who authorize

the County to do so. The County agrees continue to do so for such time and on conditions set forth in the authorization for payroll deduction until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. Authorization for deductions shall be electronic or in writing and filed with the County.

- 2.4 Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll authorization card. The Union will provide timely notice to the County of the cancellation of dues authorization by a bargaining unit member. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after the County's receipt of notice of cancellation from the Union.
- 2.5 When the Employer hires a new employee, the Employer shall, as soon as practicable, but preferably prior to the first date of employment, provide the Union representative with the name of the employee, corresponding job title, department, and hire date. A Union official shall be granted up to thirty (30) minutes during an employee's regular work hours to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance, at no loss of pay to the employee. Prior arrangements must be made to avoid disruption to the department. Should the employee and Union representative determine that more time is needed, they will schedule additional time outside the employees scheduled work hours.
- 2.6 When provided a Union authorization form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues and/or service fees, as prescribed by the Union. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing employee name, home address, hire date in current bargaining unit, job classification, department, hours worked, monthly base wage, and amount of union dues deducted. Payment of union dues shall be by payroll deduction and the aggregate amount rendered to the Washington State Council of County and City Employees, P.O. BOX 750 EVERETT, WA 98206.
- 2.7 The Employer agrees to maintain the Union provided bargaining unit list and forwarding said list to the Exclusive Bargaining on a monthly basis, on or before the 15<sup>th</sup> of each month.

### **ARTICLE III – TYPES OF EMPLOYMENT**

- 3.1 Regular Employee: All employees working full-time, part-time, or limited-part-time, other than temporary, who have successfully completed a probationary period of six (6) months.
- 3.2 Full-Time Employee: An employee hired into a regular position working 40 hours per week on a regular basis.
- 3.3 Part-Time Employee: An employee hired into a regular position, but working less than 40 hours per work week. A regular part-time employee working 20 or more hours per work week shall be entitled to pro-rated insurance benefits, PTO, and paid holidays. The calculation for pro-ration

shall be based upon the number of hours worked per week divided by the number of hours in a full working week for the position.

- 3.4 Limited Part-Time Employee: An employee hired in a regular position but working less than 20 hours per week on a regular basis. A regular limited part-time employee is entitled to retirement benefits and paid sick leave, but not insurance benefits, other paid leave benefits, or paid holidays; they are paid on an hourly basis.
- 3.5 Probationary Employee: An employee hired to fill a regular position as defined in Section 3.2, 3.3, or 3.4, who has completed less than the initial six (6) month period of continuous employment. During the probationary period the employee shall be on a trial basis and may be discharged for any reason without recourse to the grievance or arbitration process. Should a probationary employee take an approved unpaid leave of absence of one (1) full week or more, the probationary period shall be extended by the amount of leave taken.
- 3.6 Seasonal Employee: An employee hired to fill a position either as full-time or part-time employee not to exceed six (6) months duration in a 12-month period. A seasonal employee shall not be covered by the terms of this Agreement except entry level on the salary schedule.
- 3.7 Temporary and Casual (On-Call) Employee: An employee hired to fill a short-term or sporadic vacancy caused by (including but not limited to): extended leave situations, unexpected absences, unanticipated excessive workloads, or vacancies of short duration. Temporary employees may work a full-time/40-hour workweek; however, appointments shall not exceed three (3) months duration. The parties agree the three (3) month time limit may be waived by mutual agreement. Casual employees will not maintain a regular work schedule; they will only work as needed to fill temporary vacancies throughout the year. Temporary and Casual employees shall not be covered by the terms of this agreement except entry level on the salary schedule.

Neither Temporary or Casual employees will be used to supplant or avoid filling bargaining unit positions.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement shall be administered by the Employer as the Employer may determine.

Affairs of the Employer concerning such prerogative include but are not limited to the following matters:

- A. The right to establish lawful work rules and procedures.
- B. The right to schedule work and overtime work, as well as the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

- C. The right to hire, transfer, or promote employees as deemed necessary by the Employer.
  - D. The right to discipline, suspend, or terminate an employee.
  - E. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall, nevertheless be performed by the employee when requested by a supervisor.
  - G. The right to take whatever actions as may be necessary to carry out Employer services in emergencies. The Employer shall be the sole determiner of an emergency.
  - H. Any employee within the bargaining unit who may feel himself/herself aggrieved by the exercise of any of the Management Rights specified hereinabove, or any other claimed prerogative, may seek his/her remedy by the grievance procedure provided in this Agreement.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, the Board of Kittitas County Commissioners and other affected elected or appointed officials, and the rights and duties owed thereby to the electorate in conformity with the statutes.

#### **ARTICLE V – CONDITIONS AND DURATION OF AGREEMENT**

- 5.1 This Agreement shall be in full force and effect for the period commencing on the first day of January 2025, and terminating on the 31<sup>st</sup> day of December 2027. It is understood and agreed that the terms of this Agreement may be amended or modified by mutual written agreement of the Employer and the Union.

#### **ARTICLE VI – NEGOTIATIONS AND/OR LABOR-MANAGEMENT MEETINGS**

- 6.1 Either party of this agreement may elect for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators. It is understood and agreed that the employees shall name no more than four (4) individuals including one (1) from maintenance within the bargaining unit to serve as negotiators at no loss of pay or benefits. It is further agreed that this Agreement recognizes the inclusion of a professional negotiator or negotiators from the Washington State Council of County and City Employees staff, normally the Area Representative.
- 6.2 The purpose of the labor-management meetings is to promote and encourage harmonious relations, cooperation and understanding between the Employer and its employees. In order to

accomplish these goals, a labor-management committee shall be established consisting of up to two (2) Union members chosen by the Union and up to two (2) management members chosen by the Employer.

- 6.3 Labor-management committee recommendations for resolution of matters shall not contradict, add to, or otherwise modify the terms and conditions of this agreement between the County and the Union. The purpose of the labor-management committee is to approach matters on a problem-solving basis. If any of the recommendations are intended to potentially modify the labor agreement, then those recommendations shall be forwarded to the area representative for the Union and the County's Labor Attorney.
- 6.4 All parties agree and recognize that the right to schedule Union negotiations and/or Union-Management at times and locations agreeable to the parties. Meetings shall be scheduled not later than 20 working days from the date of the request to meet by either party to this agreement. Requests shall be in writing and shall contain the items and topics at issue. The timeline may be waived by mutual agreement of both parties.
- 6.5 When Union negotiations and/or Union-Management meetings are scheduled and conducted during normal work hours, those employees serving in their designated capacity as Union representatives have been and will continue to be compensated at their regular rate of pay and benefits with no requirement to use personal accrued leave.

#### **ARTICLE VII – TIMETABLE**

- 7.1 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties during the final year of the existing Agreement with respect to a successor Agreement is as follows:
  - A. Submission of Union recommendations to Employer on or about August 15<sup>th</sup>.
  - B. Submission of Employer's answer within 30 days of the Union's proposal.
  - C. Negotiations (if required) to begin within 15 days of the Employer's answer.

#### **ARTICLE VIII – SUBORDINATE TO STATUTES**

- 8.1 This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County, regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington, provided, however, no changes in wages, hours, or working conditions shall be made by County resolution without consent of the Union.

#### **ARTICLE IX – GRIEVANCE PROCEDURE**

- 9.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 9.2 A grievance is defined as a dispute involving the interruption, application, or alleged violation of any provision of this Agreement.
- 9.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee or the Employer.
- 9.4 County Grievance: A grievance brought by the County must be initiated at Step 2 of Section 9.8 of this Article.
- 9.5 Grievances may be heard at any time where practical and feasible.
- 9.6 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer or his designee and the employee or their representative may extend the time limits by mutual agreement in writing.
- 9.7 No grievances, other than grievances initiated by the County, shall be valid unless said grievance is submitted at Step 1, within ten (10) working days from its occurrence or when the employee or Union knew or reasonably should have known of the event giving rise to the grievance. If a grievance is not presented within ten (10) working days from its occurrence or when the employee or Union knew or reasonably should have known of the event giving rise to the grievance, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost.
- 9.8 The grievance procedure shall be as follows:

**Step 1:** The grievance shall be presented in written form to the employee's Elected Official or Department Head within ten (10) working days from its occurrence or when the employee or Union knew or reasonably should have known of the event giving rise to the grievance. The Elected Official or Department Head will respond in writing within ten (10) working days after receiving said grievance.

A grievance filed by the County against the Union must be initiated at this step, in written form to the Union President or Council 2 Staff Representative, within ten (10) working days after County Management knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Union or Staff Representative shall respond in writing to the County within ten (10) working days after receipt of the grievance.

**Step 2:** If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, the following will occur:

- A. For issues that involve wages and/or benefits: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee and/or the Union Representatives and the Board of County Commissioners within ten (10) working days of the meeting referenced hereinabove.
- B. For issues that involve hiring, firing, discipline, or working conditions set forth by the Elected Official: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Elected Official with a copy to Human Resources. The Elected Official shall attempt to schedule a meeting with the aggrieved employee and/or Union Representative within ten (10) working days for resolution of the issue. The Elected Official shall issue their decision in writing to the aggrieved employee, Union, and Human Resources within ten (10) working days of the meeting referenced in this Subsection (b).

**Step 3:** If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.

- A. Notice – Time Limitation: The Union or the County shall notify the other in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the Step 2 response.
- B. Arbitrator Selection: The Union and the Employer will attempt to select an arbitrator. In the event the parties do not agree on an arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of ten (10) names. Upon receipt of the ten (10) names the parties shall flip a coin to determine who will strike the first name, following which each will alternatively strike one of the names submitted until only one name remains. This person will serve as the arbitrator subject to the following provisions.
- C. Decision – Time Limit:
  - I. The arbitrator will meet and hear the matter at the earliest possible date after being selected. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed upon as provided for herein.
  - II. Any decision by the arbitrator shall be binding on each party.
- D. Limitations, Scope, and Power of Arbitrator:
  - I. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
  - II. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
  - III. The arbitrator shall consider and decide only the question or issue raised at Step 1, as determined by the step where the grievance was first initiated, and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1.

- IV. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
- E. Arbitration Award – Damages – Expenses:
  - I. Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
  - II. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
  - III. The arbitrator shall not have authority to award punitive damages. Punitive damages do not include an award for lost wages, or lost benefits.
  - IV. In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that said arbitration award was clearly erroneous or that said arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then and in that event said award may be appealed to Superior Court. Said appeal shall be taken by either party within 60 calendar days from the date of receipt of the written decision of the arbitrator.
  - V. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and as well as one-half the expense of the arbitrator.

#### **ARTICLE X – HOURS OF WORK – OVERTIME**

- 10.1 Workday/Workweek: The normal workweek shall be comprised of 40 hours. The normal workdays in a workweek are Monday through Friday, inclusive, ending no later than 5:30 PM, except for the following:
  - A. Kittitas Valley Event Center (KVEC): Employees may be assigned to a normal workweek of Sunday through Thursday or Tuesday through Saturday.
  - B. Solid Waste Department: Solid Waste employees may be assigned to a normal workweek of Tuesday through Saturday.
- 10.2 Meal/Rest Periods: No employee shall be required to work more than five (5) consecutive hours without an uninterrupted meal period of at least thirty (30) minutes. The meal period will commence no less than two (2) hours and no more than five (5) hours from the beginning of the shift. Employees shall be allowed a fifteen (15) minute paid rest break for each four (4) hours worked. To the extent possible, rest periods will be provided in the middle of the morning and afternoon work periods.
- 10.3 The normal work schedule may be comprised of eight (8)-hour, nine (9)-hour, or ten (10)-hour days, or a combination thereof to fulfill the forty (40)-hour workweek requirement. Work schedules shall be determined by the Employer. Holiday/leave payment or accruals shall be based upon the number of hours in an employee's normal daily schedule.

- 10.4 An alternate work schedule may be granted at the discretion of the Employer.
- 10.5 An employee will be entitled to overtime if the employee has actually worked in excess of 40 hours in a workweek. By agreement of the Department Head/Elected Official, the employee may elect to receive such overtime as either time and one-half (1-1/2) paid or time and one-half (1-1/2) compensatory time off. No employee may accumulate compensatory time off of greater than 40 hours in their comp bank at any given time. Accrued unused compensatory time will be carried over to the following year. Employees shall be allowed to cash out their compensatory bank with the November payroll each year of this Agreement. Advance notice must be provided by completing a form provided by the Employer no later than November 1<sup>st</sup> each year. Limited Part-Time, Seasonal, and Temporary/Casual employees may not accumulate compensatory time.
- 10.6 For the purpose of computing an employee's base hourly rate, employees working full-time (forty (40) hours per week) shall be computed by dividing the monthly rate by 173.333 hours; and regular part-time employees shall be computed by multiplying the hourly rate times the number of hours worked.
- 10.7 The Employer will provide a separate area within the Courthouse for employees' lunch and rest periods.
- 10.8 Time Worked: PTO, compensatory time, holidays, jury duty, military leave, emergency leave, medical leave, and/or other leaves of absence shall not constitute time worked for the purpose of calculating overtime.

#### **ARTICLE XI – HOLIDAYS**

- 11.1 The following legal paid holidays shall be recognized:

New Year's Day	First day in January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	Fourth of July
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
Two (2) Floating Holidays	

And any day proclaimed as a legal holiday by Governor's proclamation. Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

For each recognized holiday in this Section that is worked by employees of Kittitas County Solid Waste, the Employer will choose the preceding or following workday as the legal holiday.

For Event Center and Solid Waste employees with a Tuesday through Saturday workweek, if the holiday falls on a Sunday or Monday, the following Tuesday shall be the alternate day off.

For each recognized holiday of this Article that is worked by employees of the Kittitas Valley Event Center and Maintenance Department, said employees shall receive an alternate paid day off in lieu of the holiday worked. Said day off shall be taken within thirty (30) days following the holiday worked.

- 11.2 Whenever a holiday falls within a period when an employee is on PTO leave, PTO leave will not be reduced for the date designated as a holiday (FMLA and PFML may still apply).
- 11.3 Compensation for the above-named holidays shall include regular part-time employees computed on a pro-rated basis, but it will not include limited part-time, seasonal, or temporary/casual employees.
- 11.4 It is recognized that the holidays may vary somewhat in the office of the Kittitas County Clerk in that the Clerk's days of work are set by the Superior Court Judges.
- 11.5 If December 24<sup>th</sup> falls on a regular working day, County Offices shall be closed one-half day commencing at noon. If County Offices are closed on December 24<sup>th</sup>, either because it falls on a weekend or because Christmas falls on a Saturday, then and in that event, there will be no half-day closure on any other date.

In the event employees of the County Clerk are required to work when County Offices are closed for four (4) hours on Christmas Eve, the Employer shall grant leave for the holiday hours worked on another day within the same work week.

For Scale House Attendant employees with a Tuesday through Saturday workweek, when Christmas Eve falls on a Friday, the Employer will choose to close the Scale House at noon or grant four (4) hours of leave for Christmas Eve holiday on another day within the same work week. When Christmas Eve falls on a Monday, there will be no holiday pay or additional one-half day off.

## **ARTICLE XII – SENIORITY**

- 12.1 Seniority means an employee's length of continuous service within the bargaining unit since the employee's last date of hire.
- 12.2 An employee hired to fill a regular position of employment shall be on a probationary status for a period of six (6) months before becoming a regular employee.

New employees shall be added to the seniority list six (6) months after their date of hire.

- 12.3 When a current regular employee applies for a vacancy or newly created position, or when there is a need for curtailment, seniority shall apply between equally qualified employees. "Equally qualified" is defined as having the same level of experience, knowledge, skills, and abilities. Previous reprimands or documented unsatisfactory performance may be considered with the concurrence of Human Resources and the Union.
- 12.4 Seniority shall terminate by discharge from service, by voluntarily leaving service, or by taking a position outside of the bargaining unit.
- 12.5 All provisions of seniority bidding shall apply equally to employees of the County clerical unit.
- 12.6 Seasonal and Temporary/Casual employees are not entitled to seniority. Time worked as a seasonal or temporary/casual employee does not count as continuous service with the County.
- 12.7 Anniversary Date: For the purposes of PTO and longevity payout, the anniversary date shall be the last date of hire with the County. For the purpose of annual step increases, the anniversary date shall be the date the employee started their current position (the "position date"). For anniversary dates occurring between the 1<sup>st</sup> and 15<sup>th</sup> day of the month, any Step increase will be effective on the first day of that month; for anniversary dates occurring between the 16<sup>th</sup> and final day of the month, any Step increase will be effective on the first day of the next month.

#### **ARTICLE XIII – LAYOFF/RECALL**

- 13.1 In the event it becomes necessary to lay off any employee or employees, such layoff shall be by department or office. The least senior employee (as defined in section 12.1) shall be the first employee subject to layoff, provided the remaining employees are qualified and able to perform the work. Employees will be given a 20-working day notice, when possible, prior to the effective date of layoff.

Employees receiving a layoff notice shall be offered the following options:

- A. Placement on a recall list for the department or division they are leaving;
- B. Interview for any open position in another department covered by this Agreement, if the employee meets the minimum and/or special requirements/qualifications, training, or skills required for the position. If the employee is selected after the interview process the employee will be a probationary employee as defined in Articles 3.5 and 12.2 of this Agreement.

Any employee(s) laid off shall be eligible for reinstatement for a period of one (1) year. No new employee(s) shall be hired within the affected department until available and qualified employees on a recall list have been offered re-employment in the reverse order of layoff.

To be eligible for re-employment, a laid off employee shall maintain a current address with the employer, and shall be eligible for re-employment only for the period of one (1) year subsequent to the layoff. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee at the address provided by the employee. An employee shall

have ten (10) calendar days from the date of mailing to give notice of accepting or rejecting re-employment. Failure to respond, or rejection of re-employment, will result in removal from the recall list.

Should the employee accept re-employment, they may take another ten (10) calendar days from acceptance before they are required to return to work. Failure to be available for work within ten (10) calendar days may result in withdrawal of the re-employment offer and forfeiture of all recall rights under this Section.

- 13.2 In the event the recall list shall become exhausted, the Employer then has the right to step up persons with less than six (6) months of service or hire a new employee for the position involved.

#### **ARTICLE XIV – PAID TIME OFF (PTO)**

- 14.1 **Accrual:** Paid Time Off (PTO) for regular employees shall accrue monthly at a rate in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours/Month</b>	<b>Hours/Year</b>
0 months to 12 months of service	18.667	224
At the beginning of the employee's 2 <sup>nd</sup> year of service	22	264
At the beginning of employee's 5 <sup>th</sup> year of service	23.667	284
At the beginning of the employee's 8 <sup>th</sup> year of service	25.333	304
At the beginning of employee's 12 <sup>th</sup> year of service	27	324
At the beginning of the employee's 16 <sup>th</sup> year of service	28.667	344

- A. Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.
- B. Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- C. PTO is accrued monthly, and hours cannot be used prior to accrual.
- 14.2 **Probationary Restriction:** Subject to supervisor approval, scheduled PTO may be used following accrual.
- 14.3 **Scheduling:** The County shall determine when scheduled PTO shall be taken by way of advanced scheduling insofar as practicable. Requests will generally be granted on a first come basis, but seniority shall be considered for conflicts involving simultaneously submitted requests. The minimum PTO authorized shall be one-quarter hour. Lengthy leaves of three (3) or more weeks are subject to scheduling/supervisory approval.

- 14.4 Part-Time Prorate: Regular part-time employees shall be entitled to that fractional part of the PTO that the total number of hours of employment bears to the total number of hours required for full-time employment.
- 14.5 Payment Upon Termination: Accrued PTO shall be paid to regular employees whose service is terminated by resignation, death, reduction of force, termination, or retirement, up to a maximum of 360 hours.
- 14.6 Minimum Utilization: After one (1) year of County service, all regular employees shall be strongly encouraged to take at least 40 consecutive hours of scheduled PTO annually. Holidays which occur during a scheduled PTO period shall be charged to holiday time. Such holiday will apply towards the 40 consecutive hour requirement.
- 14.7 Carryover Cap: As of December 31<sup>st</sup> of each year, accumulated PTO may not exceed a total of 720 hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accrual shall have their accrual balance reduced to 720 hours effective January 1 of the subsequent year. However, no hours shall be forfeited in the event Employees are prevented from utilizing PTO leave due to workflow needs. In that the event the Employer agrees to cash out excess hours at the Employees current hourly rate of pay.
- 14.8 Advance Notification of PTO Use: If the need for PTO is foreseeable, the employee must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PTO, to the employee's immediate supervisor or department head. For example, the need to use PTO for scheduled health and dental appointments, or annual vacations, is foreseeable, so the employee would need to provide advanced notice of PTO use.
- 14.9 Unscheduled PTO: Unscheduled PTO is limited to emergencies or other urgent situations which are unforeseeable. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with Article 14.8. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as practicable, notify their immediate supervisor or department head. In the event it is impracticable for an employee to provide notice, a person on the employee's behalf may provide notice to the employee's supervisor or Department Head/Elected official.

In addition to the examples listed above, WAC 296-128-700 and RCW 49.46.210 allow employees to utilize PTO for themselves or their eligible family members for purposes including:

- A. Leave under the domestic violence leave act, chapter 49.76 RCW, for an employee or family member who is a victim of domestic violence, sexual assault, or stalking.
- B. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- c. Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.

- D. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
  - E. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 14.10 Verification of Absences Exceeding Three (3) Days: If an employee uses unscheduled PTO for more than three (3) consecutive days, the employee will be required to provide verification that establishes or confirms the use of unscheduled PTO for an authorized purpose. The employee must complete and sign the "Employee Verification of Authorized Use of Unscheduled PTO for Absences Exceeding Three (3) Days" form and return it to their supervisor within ten (10) calendar days of the first day the employee used unscheduled PTO. Verification forms and accompanying documentation will be forwarded to the Human Resources Department.
- 14.11 Employee Discipline: Any employee who fails to comply with the notification of PTO use and/or verification of absences provisions set forth in Articles 14.9, 14.10, and/or 14.11, may be subject to progressive discipline up to, and including, termination of employment.
- 14.12 Extended Illness Time Bank (EIT): Employees who received an EIT bank as a result of ratification of this PTO policy on January 1, 2023 may continue to use time from their EIT bank first when they must call out for PTO due to a sick leave authorized purpose (see Article 14.8), until the EIT bank is exhausted. EIT hours are not eligible for cash out upon separation.

## **ARTICLE XV – FAMILY AND MEDICAL LEAVE**

- 15.1 Under the terms of The Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:
- A. For the birth of a son or daughter, and to care for the newborn child;
  - B. For placement with the employee of a son or daughter for adoption or foster care;
  - C. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
  - D. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- 15.2 Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to 12 weeks within a 12-month period.
- 15.3 The 12-month period is a rolling 12-month period measured backward from the date taken and continuous with each additional leave day taken.

- 15.4 The Employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical Leave, unless FMLA is taken concurrently with any other federal or state leave that dictates that an employee may choose to use unpaid leave in coordination with protected leave.
- 15.5 All requests for leave and any other notices regarding Family and Medical Leave shall be in writing.
- 15.6 This Article shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations.

#### **ARTICLE XVI – BEREAVEMENT LEAVE**

- 16.1 Paid Bereavement Leave shall be limited to three (3) days in any one (1) instance. The Employer may grant additional days, not to exceed five (5) days if the death of an immediate family member occurs out of state. Immediate family includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee and other relatives residing in the employee's household. It is understood that this leave is granted separate and apart from PTO and/or compensatory.

#### **ARTICLE XVII – MILITARY LEAVE, JURY LEAVE, AND LEAVE OF ABSENCE**

- 17.1 Military Leave: Every employee covered by this agreement who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to, and shall be granted, military leave of absence from employment for a period not exceeding 21 days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any PTO leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. A copy of the orders will be attached to the employee's timesheet.
- 17.2 Jury Duty: Any employee who is called for jury duty shall receive from the County the difference between their regular pay and the compensation received for jury duty for the actual time they are required to be absent from work because of such jury duty. Any such absence shall not be counted as accumulated PTO leave.
- 17.3 Seniority status shall be maintained during approved leaves of absence.
- 17.4 Accrued PTO, comp time, and personal holidays shall be used before any unpaid leave of absence can be authorized, with the exception of the two (2) unpaid religious holidays, and where use of other state or federal leave dictates that an employee may choose to use unpaid

leave in coordination with protected leave. Accrued PTO shall only be used prior to authorizing an unpaid leave of absence in situations identified as acceptable uses under Article XIV of this Agreement.

- 17.5 Authorized unpaid leaves of absence shall not interrupt prior or continuous employment; however, the employee shall not be credited with earning PTO, holiday pay, or any other benefits during the period of authorized unpaid leave of absence. Unpaid leaves of absence will extend the probationary period of employment.
- 17.6 Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums will not be paid by Kittitas County during the course of unpaid leave of absence except as provided under FMLA and State law. Premium benefits paid by Kittitas County will be prorated to the percentage of hours actually worked. The employee will be responsible for the difference between the county-paid prorated cost and the full premium amount.

#### **ARTICLE XVIII – HEALTH AND WELFARE**

- 18.1 The Employer will provide employees access to health insurance that will include at least one (1) plan option for medical, dental, vision, and basic life insurance.
- 18.2 Effective January 1, 2025, and for the life of this Agreement, the Employer agrees to contribute on a monthly basis an amount equal to the composite rate of the Employer-sponsored base plan for medical, dental, vision, basic life insurance, and base long-term disability. Employees who elect to enroll in the UHC 1500 buy-up medical plan are responsible for paying the difference in cost between the base plan and the buy-up plan, up to 8.6% of the total cost of the 1500 buy-up plan.
- 18.3 Enrollment in employee healthcare is mandatory in all areas (medical, dental, vision, basic life, and base long-term disability). Employees may opt to waive medical coverage if they have other qualifying coverage. Enrollment in dependent healthcare coverage is optional.
- 18.4 The Employer will keep the Union apprised of proposed changes to the medical plan and will provide as much notice as practicable in the event the County determines a change in plans is necessary.
- 18.5 **Life Flight Air Coverage:** Effective 1/1/2025, and for the life of this Agreement, the Employer agrees to provide each employee with a Life Flight Air Coverage (<https://www.lifeflight.org/membership/>) annual membership. The County will pay 100% of the annual membership fee per employee, per year, for each year of this Agreement. Should the membership fee change during this contract cycle, the County will cover 100% of the membership fee, up to \$100 per employee, per year. The employee will be responsible for paying any membership fee amounts above \$100 via payroll deduction.

#### **ARTICLE XIX – WAGES**

- 19.1 Wages shall be paid in accordance with the Courthouse Classification and Salary Schedule, set forth in Appendix “A” attached hereto and incorporated herein by this reference.

Effective January 1<sup>st</sup>, 2025, the union will adopt the AFSCME wage matrix as outlined in Appendix A.

Effective January 1<sup>st</sup>, 2026, all wage scales will be increased by 6%, or 100% of the change in the CPI-W West Region, Size Class B/C when comparing the month of June of 2025 to June of 2024, whichever is lower, with a minimum increase of 3%.

Effective January 1<sup>st</sup>, 2027, all wage scales will be increased by 6%, or 100% of the change in CPI-W West Region, Size Class B/C when comparing the month of June of 2026 to June of 2025, whichever is lower, with a minimum increase of 3%.

## **ARTICLE XX – EMPLOYEE PERFORMANCE EVALUATIONS**

- 20.1 Management and the Union recognize that employee job performance evaluations are productive and useful tools for both parties. The following are guidelines to be used during employee performance evaluations:
- 20.2 Department Heads or elected officials and immediate supervisors will perform employee performance evaluations.
- 20.3 Evaluations may be requested by either management or employees but at a minimum will be given once yearly on or about the employee’s anniversary of position date (as defined in Article 12.7).
- 20.4 Changes to job description and evaluation formats will be communicated with the Union Representative for comment and input.
- 20.5 Union members retain all rights under the contract during the employee performance evaluation process.
- 20.6 Employees receiving evaluation ratings indicating the employee does not “meet expectations” will be provided a written plan of improvement including specific timelines for expected improvement to “satisfactory” or above ratings. Failure to meet the terms of the plan of improvement may result in disciplinary action or termination of employment.
- 20.7 Job descriptions will be reviewed at the time of evaluations.

## **ARTICLE XXI – DISCIPLINE**

- 21.1 The Employer may issue a verbal reprimand, written reprimand, suspension and/or terminate an employee for just cause.

21.2 The disciplinary actions which the Employer may take against an employee include the following:

- A. Verbal reprimand (confirmed in writing)
- B. Written reprimand
- C. Suspension without pay
- D. Termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct as determined by the Employer. The above enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove.

In other words, the Employer may implement disciplinary action by way of a written reprimand coupled with a suspension or the Employer may determine misconduct is of such a serious nature as to warrant a different combination of disciplinary actions.

21.3 The Employer may terminate an employee for just cause. The Employer shall make available the specified charges in writing at least one (1) calendar day prior to the effective date of the action, unless the provisions of Article 19.4 are applicable.

21.4 When the Employer determines that circumstances are such that retention of the employee will likely result in disruption of County programs, damage to or loss of County property or be injurious to the County employee, fellow employees or the services provided by the County, the Employer may terminate or suspend the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the County not later than three (3) working days after the action became effective.

21.5 The Employer may suspend an employee for just cause as specified in this article. An employee may not be suspended for more than 90 working days.

21.6 In cases of suspension, unless Article 19.4 is applicable as determined by the Employer, the specified charges and duration, where applicable, of the action shall be made available to the employee in writing by the County at the time the action became or becomes effective.

21.7 The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Employer. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

21.8 Copies of action taken by the Employer shall be forwarded to the area representative with the exception of verbal reprimands. Notations of verbal reprimands shall be permitted in the personnel file that bear the employee's signature, to confirm that the employee knows the document is being placed in their file.

- 21.9 References to disciplinary actions in personnel file shall remain in the file in accordance with the following provisions:
- A. Written reprimand shall remain in the personnel file for a period of 24 months, at which time the employee may request the written reprimand be removed. However, if another written reprimand occurs within that 24-month period, then both written reprimands shall remain in the personnel file for another 24-month period from the date of the last written reprimand, at which time the employee may request removal. Removal of the documents shall be granted upon mutual agreement between the Union and the Employer.
  - B. If the disciplinary action is that of a suspension, the written references to the suspension shall remain in the personnel file for a period of 24 months, at which time the employee may request the suspension references be removed. However, removal of suspension references shall not apply to the Personnel Action Form (PAF), which must be retained by the Employer. However, if another instance of suspension occurs within 24 months from the date of the first suspension, then said references to both suspensions shall remain in the personnel file indefinitely.

## **ARTICLE XXII – JOB CLASSIFICATION**

- 22.1 Employees shall be compensated in accordance with the job grade and salary step chart contained in Appendix “A”, incorporated herein by reference. In the event that a new position is created, the Employer and the Union will meet to negotiate the appropriate classification and rate of pay.
- 22.2 New employees will normally start at Step 1 of the job classification. The Employer may recognize previous training and experience by starting a newly hired employee at a higher rate within the salary schedule. Employees will progress through the pay scale based upon years of service and subsequent evaluations.
- 22.3 Where an employee is assigned to work in a higher classification for more than 80 hours, said employee shall be paid at the rate of pay for the higher classification that he/she would be paid if he/she were promoted to that position for all hours so worked beyond the first 80 hours. Temporary work in a job classification of a higher-grade level shall not be compensated at the higher level. Employees shall be paid at their regular rate of pay. Such temporary change shall not exceed 80 hours and shall be construed as a learning period.
- 22.4 Promotion: An employee may be promoted to a higher grade when the employee’s qualifications are commensurate with the requirements of such higher grade and a vacancy exists or a new position has been classified, subject to the provisions of Article 12, Seniority.
- 22.5 Pay Rate Upon Promotion: An employee who is promoted shall be paid at the step in the new pay range which represents a percentage that is equal to at least a one-step increase (2.5%) over the rate of pay received immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.

- 22.5.1 Pay Rate Upon Bump Back from Promotion: An employee who bumps back per Article 22.2 shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.
- 22.5.2 Pay Rate Upon Transfer: An employee who transfers from one (1) position to another within the same class or from one position in a different class that is assigned the same pay range shall continue to receive the same rate of pay as before the transfer.
- 22.6 Job Classification Review: In the event that the Union or the Employer believes that an employee's current duties and responsibilities are no longer accurately represented in their job description, the Union or Employer may request a job description review. The requesting party will submit documentation in accordance with the County's Classification Policy to the Human Resources Department.
  - 22.6.1 Requests for classification review must be submitted to the Human Resources Department no earlier than April 1<sup>st</sup> and no later than May 31<sup>st</sup> during each year of the contract.
  - 22.6.2 The Union and the Employer will meet no later than June 30<sup>th</sup> to discuss the issue and determine what, if any, adjustments should be made.

### **ARTICLE XXIII – PROMOTIONS/OPEN POSITIONS**

- 23.1 When a position in the bargaining unit becomes open or a new position is created, it shall be posted on the Human Resource Department bulletin board and in e-mail notices in accordance with Article 22.4 and may be advertised to the public.
  - A. All regular employees covered by this Agreement shall be eligible to bid for the position by filling out an application for the position;
  - B. If two (2) or more applicants for the position are equally qualified and able to perform the work, first preference shall be given to regular employees of the bargaining unit who presently work in the department and/or office affected; performance history may be taken into account per Article 12.2;
  - C. Should no applicant for the position currently work in the department and/or office affected and two (2) or more applicants for the position are equally qualified and able to perform the work, preference shall be given to the most senior employee in the bargaining unit; performance history may be taken into account per Article 12.2.
  - D. In the event that a regular employee accepts the open or new position, the first 45 working days shall be a trial service period during which the employee may elect to revert to their previously held position.

The Employing Official shall make the final determination as to whether or not an employee fails to meet the job standards within the trial service period. The Employing

Official may return an employee to their previous position at any time during the trial service period if the Employing Official determines that said employee is not capable of meeting the job standards or properly performing the work.

- 23.2 In the event a promoted employee fails in the trial period at the new position, that employee has the right to “bump back” to the employee’s former position. The employee “bumped” has the right to “bump” to the position previously held, provided that in each instance of “bumping” the employee had completed a probationary period in the position the employee seeks to regain.
- 23.3 New employees, defined as new to the organization or one moving from a position outside this contract, shall serve a six (6) month probationary period, whether or not such employee is qualified to continue to hold the position shall be determined at the sole discretion of the elected official or department head in whose department such employee is employed. The employee may be terminated.
- 23.4 The posting announcement shall contain at a minimum the following information:
1. The department where the opening exists;
  2. Classification specifications;
  3. Job title;
  4. Salary range and entry level;
  5. Date of posting;
  6. Last day applications will be received;
  7. Qualifications required for the position, i.e. education, training, skills, experience, etc.

#### **ARTICLE XXIV – SPECIAL COMPENSATION PROVISIONS**

- 24.1 Longevity Pay: Longevity pay, in addition to wages, shall be paid monthly as follows:

At 8 years of employment	\$70 per month
At 12 years of employment	\$100 per month
At 16 years of employment	\$140 per month

Employees who are currently receiving longevity pay at seven (7) years of service at the time of ratification shall continue to receive current longevity pay until beginning at year eight (8) of employment when the new rate will take effect.

- 24.1.1 Effective January 1<sup>st</sup>, 2026, the longevity scale in effect will be increased by 6%, or 100% of the change in the CPI-W West Region, Size Class B/C when comparing the month of June of 2025 to June of 2024, whichever is lower, with a minimum increase of 3%.
- 24.1.2 Effective January 1<sup>st</sup>, 2027, the longevity scale in effect will be increased by 6%, or 100% of the change in CPI-W West Region, Size Class B/C when comparing the month of June of 2026 to June of 2025, whichever is lower, with a minimum increase of 3%.

- 24.2 Bilingual Pay: Employees who demonstrate verifiable levels of fluency in Spanish and are willing to provide interpretive services to customers when requested shall be eligible for bilingual pay. An objective, third party testing service will be used to establish an acceptable level of fluency. Employees must arrange with the Human Resources Department to be tested. Bilingual pay will not be applied automatically or retroactively. Bilingual pay will become effective on the first day of the pay period following receipt of the test results. The Department authorizing the Employee to test shall be responsible for the cost of testing; Employees shall not suffer a loss of pay while testing. However, overtime shall not result.

Employees scoring at a Level of 1+ to Level 2 on the IRL scale will be considered conversationally fluent and shall receive an additional 1.5% of their base pay.

Employees scoring at a Level of 2+ or above on the IRL scale will be considered credibly fluent and shall receive an additional 3% of their base pay.

- 24.3 Court Interpreter Stipend: Stipends are funded solely through Trial Court Improvement Funds administered by the courts, with no funding from the general fund. As long as there are Trial Court funds available, a Court Interpreter Stipend will be available to qualified employees within the following guidelines:

1. The Lower District Court may have up to two (2) Court Interpreters, as qualified by the Judge.
2. The Upper District Court may have one (1) Court Interpreter, as qualified by the Judge.
3. The Judge shall choose the employee(s) they deem most qualified based upon ability to provide simultaneous, consecutive, and sight interpretation, and without regard to seniority. Should the employee no longer meet the qualification standards of the Judge, the stipend may be removed immediately upon notice to the employee.
4. The Stipends will be funded solely by the Trial Court Improvement Fund. If funding decreases, or ceases to exist, the Stipends will need to be reduced or removed.
5. The following rates are established, and are intended to recognize the ability to provide interpretation of Court documents and proceedings (not general phone or front counter services where conversations are in a language other than English):
  - A. Qualified by the Judge - \$150 per month (to be calculated hourly\*)
  - B. Qualified by the Judge and recognized by another State Agency as a qualified Interpreter - \$250 per month (to be calculated hourly\*)
  - C. State Certified Interpreter - \$350 per month (to be calculated hourly\*\*) \*\*

*\* Should the employee work less than full-time or take leave without pay (LWOP), their stipend will be prorated to hours worked.*

*\*\* Any employee who wishes to become State Certified must do so at their own expense.*

6. Employees who are determined to be qualified for the Court Interpreter Stipend shall track their time spent performing court-related interpreter services using a special project code in their timesheet. In order to qualify for the Court Interpreter Stipend, hours will be reviewed every six (6) months, each December and June, and the qualified employee's hours must reach an average of at least three (3) hours per month performing these specific services. Qualified employees who meet the number of hours required will receive the Stipend for the next six (6) months, beginning January 1<sup>st</sup> or July 1<sup>st</sup>. Should the employee's hours fall below the requirement they will not be eligible for the Stipend until the following six (6) month window. They will need to continue to track their time for re-evaluation purposes.
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- 24.4 **Deferred Compensation:** The Employer agrees to match Employee contributions to the 457(b) deferred compensation plan up to a maximum of two percent (2%) of the employee's base wage.
    - 24.4.1 **Eligibility:** All employees who voluntarily participate in one of the Employer-sponsored 457(b) deferred compensation plans by making contributions from their wages are eligible to receive the Employer's matching contribution.
    - 24.4.2 **Calculation of Matching Contributions:** The Employer's matching contribution shall be calculated based on two percent (2%) of the Employee's base wage per pay period, provided that the employee contributes an equal or greater amount to the 457(b) deferred compensation plan.
    - 24.4.3 **Timing of Contributions:** Employer matching contributions will be made on a per-pay-period basis, concurrent with employee contributions. Matching contributions are deposited into the employee's 401(a) account in accordance with applicable laws and plan regulations.
    - 24.4.4 **Vesting Schedule:** All Employer match contributions are subject to a one (1)-year vesting period. Employees must complete one (1) year of continuous service with Kittitas County in order to become fully vested in the Employer match contributions. If an employee separates from County employment before completing one (1) year of continuous employment, any unvested Employer match contributions will be forfeited and returned to the Employer. The one (1) year vesting requirement may be waived if separation of employment is due to retirement.

## **ARTICLE XXV – DRUG TESTING**

- 25.1 **Purpose:** The County has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the County to screen or test employees to determine the presence of alcohol and/or controlled substances.
- 25.2 **Prohibition regarding alcohol and/or controlled substances:**

- A. The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on County property, in County vehicles, or in personal vehicles while conducting County business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.
- B. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.
- C. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, PTO leave benefits in accordance with the terms of this Agreement.

Violation of this section of the Agreement will result in disciplinary action which may include discharge.

25.3 Current Employee Substance Abuse Testing: The applicable substance abuse testing procedures outlined below will be initiated if one (1) of the following events occur:

- A. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances and this conclusion is confirmed by another supervisor, elected official or department head.
- B. Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
- C. Where the County receives reliable information based upon personal knowledge of an individual, such as other employees of the County, the medical community, law enforcement personnel, residents of the County, of involvement by the employee with alcohol and/or controlled substances during work hours (including meal and rest periods),

on County property, in County vehicles, or in personal vehicles while conducting County business.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the County and the Union. There shall be no across the board or random drug testing of employees.

25.4 Substance abuse testing procedures:

- A. Before requesting an employee to undergo drug or alcohol testing, the County shall provide the employee with a written form containing reference to the following information:
  - I. The employee has been provided a copy of the Drug Testing Policy set forth in this Agreement.
  - II. The employee is given the opportunity to indicate the use of any drugs, including over-the-counter or prescription medication currently being used and/or recently taken.
  - III. The Employer will set forth facts pertaining to the reason for requesting the drug and/or alcohol test and a written copy be given to the employee if in accordance with the testing facilities procedures.
- B. The Employer will transport the suspected employee to a pre-determined testing facility.
- C. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- D. The employee will provide a urine sample, a blood sample or breath sample for testing for controlled substance or alcohol.

Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, a blood sample will be drawn and analyzed by the laboratory. However, within 24 hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour time frame, that action will result in disciplinary measures which may include discharge.

- E. After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.

- F. All specimens will be forwarded to laboratories meeting state or federal guidelines to conduct such tests. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test. The laboratory shall maintain the specimen in accordance with state or federal guidelines.

The laboratory will communicate the test results to the Department Head or elected official. The Department Head or elected official will evaluate those results and confer with the Commissioners to determine the County's course of action. Within five (5) working days after receipt of a test result report, the Employer shall inform the employee in writing of the results.

- G. Test results will be kept confidential in a secure file within the Human Resource Department but separate from the regular personnel files. Access to the file will be extremely restricted--only the County Commissioners, Human Resources staff, and Department Head or Elected Official. All records will be treated in the most confidential fashion by the County and the Union. Disclosures, without employee consent, may occur when:

- I. The information is compelled by law or judicial or administrative process.
- II. The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
- III. The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

- H. All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.

- I. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position.

- J. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the Employer shall meet with the employee within five (5) days of the receipt of the result for the purpose of advising the employee of the result, and to provide the employee the opportunity for response to any potential disciplinary proceedings. The employee's response may include the following:

- I. The employee will have the right to submit further information relative to the test results.
- II. The employee may request a confirmatory re-test of the original sample at the employee's own expense.
- III. The employee may request a confirmatory re-test be conducted at a different certified laboratory, with the same drug or alcohol threshold detection levels as used in the original test. If the confirmatory re-test does not confirm the original positive test result, a third test shall be employed on the same specimen and

the result of the third test shall be final. The cost of the third test shall be equally divided between the Employer and employee.

- K. Should analysis of the specimens described in Section (d) of this Agreement indicate a positive level of the substance in an employee's system, the County will have the following options:
  - I. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed 90 days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee must use accumulated PTO during this 90-day period prior to being granted unpaid leave. If the employee successfully enrolls and completes the program within 90 days, the employee will be reinstated to the employee's former position. The cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employer will be provided semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:
    - a) The employee has successfully completed the treatment program; and
    - b) The attending counselor has formally released the employee to return to work; and
    - c) The employee agrees to submit to a substance abuse test. In addition to any testing done as part of the rehabilitation program, during the next 12 months following reinstatement, the employee consents to be tested up to four (4) times for the presence of alcohol, drugs and/or controlled substances at any time, on a random basis notwithstanding any other provisions of this Agreement to the contrary. Any subsequent violation of this Agreement will be grounds for immediate discharge; or
    - d) Discharge the employee.

25.5 Self-Recognized Substance Abuse: Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 25.4 (k)(1) above. For the purposes of this section, ONLY the leave and cost provisions described in Section 25.4 (k)(1) shall be applicable.

25.6 Employer Conducted Searches: The County reserves the right to conduct searches of County property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

***The rest of this page is intentionally left blank.***

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 18th  
day of December, 2024 by their duly constituted and legal representative as follows:

FOR THE UNION

Valery Muen  
President, Local 792CH

Sandra Scherch  
Negotiation Team Member

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Negotiation Team Member

Joe Carl  
Union Representative

FOR THE EMPLOYER

Brett Wachsmith  
Brett Wachsmith, Chair

Laura Osjadacz  
Laura Osjadacz, Vice Chair

Cory Wright  
Cory Wright, Commissioner

W Longandy  
Assessor

Bob  
Auditor

H Beun  
Clerk

Amyt Crislie  
Treasurer

Paul R. Smith  
Presiding Judge, Lower District Court

Paul R. Smith  
Presiding Judge, Upper District Court

\_\_\_\_\_  
Presiding Judge, Superior Court

\_\_\_\_\_  
Legal Counsel, Prosecutor's Office



M. J. Mink

- ☒ Clerk of the Board  
☐ Office Administrator

**APPENDIX A**  
**2025 Wages**

<b>ASSESSOR'S OFFICE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Program Specialist	113
Assessment/Audit Specialist	115
Cadastral Technician	115
Personal Property/Levy Analyst	121

<b>AUDITOR'S OFFICE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Deputy Auditor I	108
Deputy Auditor II	109
Certified Deputy Auditor I	112
Accounting Assistant II	113
Accounting Assistant III	115
Certified Deputy Auditor II	115
Accountant I	119
Accountant II	121
Accountant III	122

<b>CLERK'S OFFICE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Office Deputy	106
Deputy Clerk	112
Records Deputy	112

<b>KITTITAS VALLEY EVENT CENTER</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Event Operations Aide	109
Maintenance Technician I	109
Accounting Assistant III	115

<b>LOWER DISTRICT COURT</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Legal Process Assistant	112
Legal Process Coordinator	114
Compliance Specialist	114

<b>MAINTENANCE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Maintenance Technician I	109
Maintenance Technician II	112
Maintenance Technician III	116

<b>MISDEMEANANT PROBATION</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Mis. Probation Assistant	109

<b>PUBLIC HEALTH</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Accountant II	121

<b>PUBLIC WORKS</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Receptionist	108
Accountant I	119
Accountant II	121
Fiscal/Technology Specialist	121

<b>SOLID WASTE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Scale House Attendant I	108
Scale House Attendant I – Limited PT	108
Scale House Attendant II	112
Scale House Attendant/Clerk	112
Scale House Assistant	115

<b>TREASURER'S OFFICE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Accounting Assistant III	115

<b>UPPER DISTRICT COURT</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Legal Process Assistant	112
Legal Process Coordinator	114

<b>WSU EXTENSION</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Office Assistant	112

## **MAINTENANCE ADDENDUM**

To 792CH Agreement

### **ARTICLE I – RECOGNITION**

- 1.1 The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time, and regular limited part-time Maintenance employees of Kittitas County identified in Article III of this Addendum. Excluded from the unit are all elected officials, confidential employees and supervisors, as defined by RCW 41.56.030, as well as any other employee classifications not listed.
- 1.2 The County and the Union agree that all Articles and Appendix agreed to in this addendum will be subject to and enforced by ARTICLE X GRIEVANCE PROCEDURE of the 792CH Agreement.
- 1.3 The Employees covered by this Addendum shall be subject to the terms and conditions of the 792-CH Agreement unless such subject matter is addressed in this addendum. Items so agreed to in this Addendum will control over those in 792-CH Agreement.

### **ARTICLE II – HOURS OF WORK – OVERTIME**

- 2.1 The regular workweek for the employees covered by this Agreement shall not be more than 40 hours per week from Sunday through Saturday. Depending on the position and/or assignment, a “normal workday” may vary; however, a normal workday shall be a regularly occurring eight (8) consecutive hours in duration (not including the unpaid, duty-free meal period which will occur as near to the middle of the shift as possible). The Employer may institute a schedule of four (4) ten (10) hour workdays; however, the Employer agrees to provide at least fifteen (15) calendar days’ notice prior to the commencement of four (4) ten (10) hour workdays. The normal workweek for eight (8) hour workdays shall be five (5) consecutive days, Monday through Friday or, for some Event Center employees, the normal workweek may be Sunday through Thursday, or Tuesday through Saturday as determined by business need. The normal workweek for ten (10) hour workdays shall be four (4) consecutive days, Monday through Thursday; however, for some Event Center employees the workweek may be Sunday through Wednesday, Tuesday through Friday, or Wednesday through Saturday.

One-half or one (1) hour shall be allotted for lunch. No employee shall be required to work more than five (5) consecutive hours without a meal period of at least thirty (30) minutes. The meal period will commence no less than two (2) hours, nor more than five (5) hours, from the beginning of the shift.

All hours worked in excess of eight (8) hours or ten (10) hours as applicable in any one (1) day shall be compensated at one and one-half (1 ½) times the regular rate of pay. Employees will have the option of receiving overtime payment at the rate of one and one-half (1 ½) times for overtime hours worked or by mutual agreement between the department head and the

employee may request compensatory time off at one and one-half times rate in lieu of cash payment. Compensatory time bank shall be in accordance with Article 10.4 of this agreement.

- 2.2 Employees' work schedules will provide for a 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible; however, no employee will be required to work more than three (3) hours without a rest period. Employees who for any reason work beyond their scheduled shift or into the next shift shall be granted the required rest and meal periods for their extended shift.

On-Call pay will be provided when employees are assigned to carry the work phone outside regular business hours. The on-call schedule will rotate, as determined by Management. The employee is required to restrict off-duty activities and be prepared to report immediately for work if the need arises, although the need might not arise. The employee is required to be on-call for all hours outside their normally assigned work hours during the designated on-call period. On call status shall not be concurrent with work time, PTO leave, compensatory time off, or call out. Employees who are on call shall be paid an hourly rate of \$0.50 per hour, not to exceed 128 hours per week. In the event they are called in to work the call back and overtime provisions outlined below shall apply.

- 2.3 Any employee who is called back to work outside the normal shift shall be compensated for a minimum of four (4) hours of overtime at the rate of one and one-half times the normal rate of pay.

### ARTICLE III – WORK RULES

- 3.1 On January 1 of each year of this agreement the Employer will provide employees a workwear allowance of \$350 for the replacement of workwear such as boots and clothing used in the performance of their jobs. Employees who do not utilize their full allowance by December 31<sup>st</sup> shall be allowed to roll their remaining allowance to the next calendar year for a total of up to \$700. Remaining dollars may not be carried forward beyond the next calendar year.