

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between the

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

And

KITTITAS COUNTY PRESIDING JUDGES FOR SUPERIOR COURT, LOWER DISTRICT COURT, AND UPPER DISTRICT COURT

And

TEAMSTERS UNION LOCAL 760

Representing Misdemeanant Probation & Juvenile Court Services Employees

January 1, 2025 – December 31, 2027

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ARTICLE 1 – PREAMBLE AND PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the Board of Kittitas County Commissioners for Kittitas County, Washington, which is hereinafter referred to as the "Employer", and Teamsters Local No. 760, hereinafter referred to as the "Union" on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Misdemeanant Probation and Juvenile Court Services Departments and to maintain harmonious relations between the County and the Union.
- 1.2 As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees of the Kittitas County Misdemeanant Probation and Juvenile Court Services, excluding the Juvenile Court Services Administrator, Chief Probation Officer, Diversion Coordinator, and other office clerical employees.
- 2.2 Teamsters Local No. 760 recognizes the Board of County Commissioners and the Presiding Judges for Superior Court, Lower District Court, and Upper District Court, or their designees, as representing the Employer.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 When the Employer hires a new employee, the Employer shall, within thirty (30) calendar days of the date of employment, notify the Union in writing giving the name, , hire date, address, and classification of the hired employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders, or judgments arising from the administration and effects of this Article.
- 3.2 The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the Employer and the exclusive bargaining representative.
 - 3.2.1 Access to the new employee must occur within ninety (90) days of the employee's start date within the bargaining unit; and
 - 3.2.2 The access occurs during the employee's regular work hours at the employee's regular worksite, or at a location mutually agreed upon by the Employer and the exclusive bargaining unit; and
 - 3.2.3 The access is for no less than thirty (30) minutes during the employee's regular work hours; additional time may be scheduled outside the employees scheduled work hours as mutually agreed to by the employee and the exclusive bargaining representative.
- 3.3 Nothing in this section prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may the Employer agree to less access than required by this section.

- 3.4 When provided with a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
- 3.4.1. Should the Employer receive written notice from the employee or the exclusive bargaining representative to stop deducting dues and/or applicable service fees, the Employer will honor the request and stop the deduction at the next available payroll cycle. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders, or judgments arising from the administration and effects of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the Misdemeanant Probation and Juvenile Court Services in accordance with the responsibilities of said Department, lawful powers, and legal authority.
- 4.2 Except as otherwise provided in this Agreement, the affairs/prerogatives of the Employer shall include but not be limited to the following:
- A. The right to establish lawful working rules and procedures;
 - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed consistent with the Employer's obligations to the public;
 - C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer;
 - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts;
 - E. The right to determine what duties shall be performed by various personnel.
- 4.3 The foregoing Employer prerogatives shall not be deemed to be exclusive of other Employer prerogatives which are not specifically referenced herein above.
- 4.4 **Past Practices:** If the Employer desires to change a past practice, the Employer shall provide thirty (30) calendar days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the Employer's proposed change to past practice. Should the parties not reach agreement the Union recognizes the right of the Employer to change past practice without further negotiation.

ARTICLE 5 – UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State or Federal law except as those rights are waived, affected, or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 5.2 While the Employer may establish work rules, the Union reserves the right to grieve the reasonableness of such rules.

ARTICLE 6 – EMPLOYEE RIGHTS

6.1 Every employee covered by this Agreement shall have access to the rights and benefits recorded in Kittitas County’s Personnel Policies Manual, as maintained, and updated by the Board of County Commissioners. Where language is in conflict between the two (2) documents, this Agreement will take precedence.

ARTICLE 7 – DEFINITIONS OF EMPLOYEES

7.1 **Regular Full-Time Employee:** An employee who is regularly scheduled or compensated a minimum of forty (40) hours per week.

7.2 **Regular Part-Time Employee:** An employee who is regularly scheduled or compensated for less than forty (40) hours per week. A part-time employee working twenty (20) or more hours per work week shall be entitled to pro-rated insurance benefits, paid time off, and paid holidays. The calculation for proration 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.

7.3 **Probationary Employee:** A newly hired employee who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period said employee may be discharged without any recourse.

7.4.1 If a probationary employee fails to attend or satisfactorily complete the required State Academy for the position held within six (6) months of employment, said employee shall be terminated without any recourse. If the State Academy is not offered within the employee's first six (6) months of employment, the employee may have an additional six (6) months in which to attend and successfully pass. The employee must attend the course when offered or be subject to termination without recourse.

ARTICLE 8 – SENIORITY

8.1 "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the bargaining unit since the employee's last date of hire.

8.2 The Employer will provide the Union with copies of the seniority list upon request to the Human Resource Department. The Employer will have up to two (2) working days to process the request.

8.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer in this bargaining unit; or
- B. The employee is discharged for just cause; or
- C. The employee is discharged during the probationary period; or
- D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

8.4 Seniority will operate by department, then by classification as follows:

Misdemeanant Probation	Juvenil Court Service
Sr Misdemeanant Probation Officer	Lead Juvenile Probation Counselor

Misdemeanant Probation Officer	Juvenile Probation Counselor
Sr Case Manager	Field & Custody Counselor

- 8.5 Employees may carry over their seniority from one (1) classification to another classification to another classification, provided, however, when said seniority is transferred it applies for all purposes with the exception of a layoff wherein only the employee’s seniority gained within the particular classification affected will be used for layoff purposes.
- 8.6 An employee who is promoted within the bargaining unit shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job, within six (6) consecutive calendar months, the employee shall revert to their former position without prejudice.
- 8.7 If a new or vacant position is to be filled, seniority shall be the determining factor provided the applicants are otherwise qualified based upon training, experience, performance, and ability as determined by the Employer.

ARTICLE 9 – LAYOFF AND RECALL

- 9.1 In the event of a layoff or reduction in personnel by the Employer, employees will be laid off by classification in reverse order of their seniority, provided that the remaining employees have the ability to perform the work in a satisfactory manner as determined by the Employer. In the event of a post-layoff vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies by the order of their seniority in the appropriate classification. Notification of eligibility shall be by certified mail to the employee’s last known address within twelve (12) months following the layoff or reduction in personnel.

ARTICLE 10 – PAID TIME OFF (PTO)

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

Years of Service	PTO (hours/month)	Total Days/Year
0 – 12 months	18	27
Beginning of 2 nd year	22	33
Beginning of 8 th year	25	37.5
Beginning of 16 th year	28	40.5

- 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.

- 10.2 Probationary Restriction: Subject to supervisor approval, scheduled PTO may be used following accrual.
- 10.3 Scheduling: The immediate supervisor 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.
- 10.4 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.
- 10.5 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 240 hours.
- 10.6 PTO and Holidays: Holidays which occur during a scheduled PTO period shall be charged to holiday time.
- 10.7 Carryover Cap: As of December 31st, 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 event the Employer agrees to cash out excess hours at the Employee's current hourly rate of pay.
- 10.8 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.
- 10.9 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 10.8. 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.
- 10.10 Verification of Absences Exceeding Three (3) Days: If an employee uses unscheduled PTO for more than three (3) consecutive days, the employee may be required to provide verification that establishes or confirms the use of unscheduled PTO for an authorized purpose. If required, 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 employee's return to work. Verification forms and accompanying documentation will be forwarded to the Human Resources Department.
- 10.11 Employee Discipline: Any employee who fails to comply with the notification of PTO use and/or verification of absences provisions set forth in Articles 10.6, 10.7, and/or 10.9, may be subject to progressive discipline up to, and including, termination of employment.
- 10.12 Extended Illness Time Bank (EIT): For employees employed at the time of ratification by all parties, any existing vacation and sick leave hours, up to 720 total hours, will be combined into one PTO bank. Any existing vacation and sick leave hours above 720 will be moved into an Extended Illness Time (EIT) bank. Time will be used from this bank first when an employee calls out for PTO due to a sick leave authorized purpose, until the EIT bank is exhausted. EIT hours are not eligible for cash out upon separation from employment.

ARTICLE 11 – HOLIDAYS

- 11.1 The following legal paid holidays shall be recognized:
- 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Memorial Day
 - 5. Juneteenth
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Native American Heritage Day
 - 11. Christmas Day
 - 12. One (1) Floating Holiday
- 11.2 Should State law be amended to mandate any additional holidays for employees covered by this Collective Bargaining Agreement, then Section 11.1 will be amended accordingly.

- 11.3 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.
- 11.4 If December 24th falls on a regular working day, County offices shall be closed one-half (1/2) day commencing at noon. If County offices are closed on December 24th, either because it falls on a weekend or because Christmas falls on a Saturday, then and in that event, there will be no half (1/2) day closure on any other date.

ARTICLE 12 – HOURS OF WORK – OVERTIME

- 12.1 The workday shall consist of eight (8) hours of work in a five (5) day workweek, ten (10) hours of work in a four (4) day workweek, or nine (9) hours of work in a five (5) day workweek with one (1) day off every other week, including rest periods, unless an alternate schedule has been agreed to in writing by both the employee and Employer.
- 12.2 There shall be twelve (12) pay periods for each calendar year.
- 12.3 Each full workday shall include a minimum thirty (30) minute unpaid meal period as near the middle of the workday as practical. Rest breaks shall consist of two (2) fifteen (15) minute paid periods, one (1) during the first half of the shift, the second during the second half of the shift.
- 12.4 The normal workweek will be Sunday through Saturday, unless otherwise agreed to in writing by both the employee and Employer.
- 12.5 Overtime: All hours in excess of forty (40) in a normal seven (7) day workweek shall be paid at one and one-half (1 ½) times the employee's regular time rate of pay. Annual leave, sick leave, bereavement leave, and holidays will be considered time worked and will factor in the forty (40) hours used to calculate overtime. There will be no pyramiding of overtime.
 - 12.5.1 By agreement of the Department Head/Elected Official, the employee may elect to receive such overtime on the basis of time and one-half (1 ½) compensatory time off. No employee may accumulate compensatory time off greater than forty (40) hours. All accumulated compensatory time will be cashed out upon separation of employment. All overtime must be approved by management in advance.
 - 12.5.2 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 12.6 When an employee drives, travel time to and from any Employer required authorized and assigned school or training shall be considered hours worked in accordance with the Fair Labor Standards Act.
- 12.7 **Juvenile Employees:** An employee assigned to on-call duty will be paid \$1.50 per hour for each hour on-call, not to exceed 128 hours per week unless mutually agreed in advance by the employee and Employer. The 128-hour threshold is based on the number of hours in a week (168) less the number of regular work hours in a week (40). It is the intent and right of management to reassign on-call status if it is in the best interest of the Employer. Both parties agree that on-call hours are not considered hours worked for the purposes of computing overtime.

ARTICLE 13 – BEREAVEMENT LEAVE

- 13.1 An employee shall be allowed up to three (3) working days with full pay in the event of the death of an immediate family member. Immediate family shall be defined as persons related by blood or marriage, guardianship, or legal adoption to the extent of spouse, child, parent, brother, sister, grandparent, or grandchild, or a more distant relative if living in the same household
- 13.2 Two (2) additional days, up to five (5) days total, may be granted in the event the death/funeral occurs out of state.

ARTICLE 14 – MILITARY LEAVE

- 14.1 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 twenty-one (21) days during each year beginning October 1st and ending the following September 30th. 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 paid time off 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. When orders are issued, a copy will be provided to the supervisor prior to leave being taken.

ARTICLE 15 – COMPENSATION FOR WITNESS OR JURY DUTY

- 15.1 An employee shall continue to receive their regular salary for periods of required service as a juror or witness for a work-related case. An employee shall not receive any salary for periods of service as a witness in a civil case or a criminal case in which they are a defendant. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on their own time to apply such fees. Absence for witness or jury duty shall be separate from sick leave or annual leave unless the employee becomes ill or injured and cannot report for witness or jury duty. The employee will be expected to report to work when less than a normal workday is required by such duties.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.1 The Employer may authorize up to ninety (90) working days unpaid leave of absence per calendar year to an employee for purposes of family business, hardship, or other employee needs. Such leave shall not be in addition to any state or federal Family and Medical leave. The granting of said leave shall be at the sole discretion of the Employer. Accrued available paid time off, if applicable, shall be used before any leave of absence without pay can be authorized. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave, or any other benefits during the period of authorized unpaid leave of absence. For leave without pay absences greater than or equal to eighty (80) hours (for full-time, 40-hour employees in any one (1) pay period, leave accruals will not accumulate and anniversary month shall be adjusted accordingly.
- 16.2 Subject to the terms, conditions, and limitations of applicable plans, health insurance premiums will not be paid by Kittitas County during the course of a non-FMLA unpaid leave of absence. 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. If the employee does not meet the minimum hours to be eligible for benefits, the employee will be offered COBRA. Following the first full month of return to work, benefits will again be provided by Kittitas County according to the applicable plans.

ARTICLE 17 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 17.1 The Employer may discipline an employee only for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.
- 17.2 Disciplinary action or measures shall include only the following:
- A. Verbal Reprimand
 - B. Written reprimand
 - C. Disciplinary Probation
 - D. Suspension without pay
 - E. Demotion
 - F. Discharge
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. The order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Employer under this concept:
- A. First offense – verbal reprimand, written reprimand
 - B. Second offense – written reprimand, suspension without pay
 - C. Third offense – written reprimand, suspension without pay, demotion, discharge
- 17.4 Notwithstanding Article 17.3 above, the Employer may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Kittitas County Personnel Policies Manual as set forth by the Board of County Commissioners as amended.
- 17.5 Complaints which could result in discipline shall be brought to the attention of the employee within fifteen (15) calendar days after the supervisor learns of the complaint. The Employer shall have thirty (30) days following notice to the employee to decide regarding the discipline. This time limit may be extended due to unexpected caseloads, vacation conflicts, emergency, or other necessary reason. Notice to the Union setting forth the reasons for extension shall be provided by the Employer. In cases involving internal investigations or criminal conduct where disclosure could affect the investigation, the timeliness set forth above shall not apply.

- 17.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in the employee's personnel file, or which may result in suspension without pay, demotion, or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 17.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse. Probationary employees shall have access to the grievance procedure for any non-disciplinary matters.
- 17.8 Unless circumstances exist, which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with their immediate supervisor, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to address such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement between the Employer and the Union.
- 18.3 Any party who believes that they have a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.
- 18.4 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 waived or extended by mutual agreement of the parties to the grievance.
- 18.5 If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 18.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by the Union representative or a representative of their own choosing, if the employee feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions herein and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

- 18.7 Should the Union or the Employer have a concern which could result in a grievance, either party may choose to bring up the matter within thirty (30) calendar days of the concern giving rise to the potential grievance or said grievance shall be forever waived and null and void. The aggrieved party shall first discuss the matter with the other party to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievance.
- 18.8 The formal grievance procedure shall be as follows:

STEP 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the Chief Misdemeanant Probation Officer/Juvenile Court Administrator within twenty (20) working days from its occurrence. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the Chief Misdemeanant Probation Officer/Juvenile Court Administrator within ten (10) working days from the disciplinary action. The Chief Misdemeanant Probation Officer/Juvenile Court Administrator and/or designee shall meet with the employee and their Union Representative and attempt to settle the matter. The Chief Misdemeanant Probation Officer/Juvenile Court Administrator shall respond in writing within ten (10) working days of said meeting, or the receipt of the grievance, whichever is later.

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 with a copy to Human Resources and the Presiding Judge. The parties shall arrange a meeting between the aggrieved employee and the Union Representative, and the Board and County representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their written decision within ten (10) working days of the meeting referenced hereinabove, or receipt of the grievance whichever is later.
- B. For issues that involve hiring, firing, discipline or working conditions: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Presiding Judge with a copy to Human Resources. The Judge shall attempt to schedule a meeting with the aggrieved employee and Union Representative within ten (10) working days to discuss the grievance. The Judge shall respond in writing to the aggrieved employee and their Union Representative, with a copy to Human Resources, within ten (10) working days of the meeting.

STEP 3: If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, the following will occur:

- A. ISSUES THAT INVOLVE WAGES AND/OR BENEFITS: If the grievance has not be resolved at Step 2, the Board of County Commissioners or the Union may refer unsettled grievances to final and binding arbitration.

1. Notice Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.
2. Arbitrator Selection: After timely notice, the parties shall select an arbitrator in the following manner:
 - i. In the event that neither party agrees on a neutral arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of nine (9) names. If the parties cannot mutually agree on an arbitrator from the list of nine (9) names, then the parties shall meet and flip a coin. The winning party shall strike one (1) name from the list and communicate that choice to the other party. The losing party will strike one (1) name from said list, and so on. The remaining name shall be the arbitrator.
3. Decision Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.
4. Limitations – Scope – Power of the Arbitrator:
 - i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.

ARTICLE 19 – HEALTHCARE AND RETIREMENT BENEFITS

- 19.1 The Employer agrees to provide at least one (1) option for major medical, dental, vision, and basic life insurance plans for employees of the County.
- 19.2 Effective January 1, 2025 and for the life of the Agreement, medical benefits will be provided through the United Employees Benefits Trust (UEBT) Plan AV9. The Employer shall pay 100% of the premium rate for the UEBT Trust Plan AV9 per bargaining unit per member.
- 19.3 Effective January 1, 2025 and for the life of the Agreement, the Employer shall pay 100% of the monthly premium amount of the composite rate of the Employer-sponsored base plan for dental, vision, basic life insurance, and base long-term disability. Employees who elect to enroll in the buy-up dental plan will pay the difference in cost between the base plan and the buy-up plan.
- 19.4 Purchase of employee healthcare coverage is mandatory in all areas (medical, dental, vision, basic life, and base long-term disability). Purchase of dependent healthcare coverage is optional.
- 19.5 Effective January 1, 2025 and for the life of this Agreement, the Employer shall pay 100% of the premium amount for Teamsters Retiree Welfare Trust (RWT) Plus XL plan per bargaining unit member per month.

ARTICLE 20 – WAIVER OF PORTION OF AGREEMENT

20.1 The expressed provisions of this Agreement may not be waived except by mutual agreement of the Union and the County, and in any individual case, the affected employee. Neither County nor Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 21 – SAVINGS CLAUSE

21.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 22 – STRIKES AND LOCKOUTS

- 22.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 22.2 The Employer may discharge and/or discipline any employee who violates Section 22.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 22.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 22.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 23 – SALARY CLASSIFICATIONS, WAGE RATES, & OTHER PROVISIONS

- 23.1 Effective January 1, 2025, all wage scales will increase by 5%.
- 23.2 Effective January 1, 2026, all wage scales will increase by 3%.
- 23.3 Effective January 1, 2027, all wage scales will increase by 3%.
- 23.4 Salary classifications and wage rates are contained in Appendix “A” attached hereto and incorporated by this reference.

ARTICLE 24 – LONGEVITY, BILINGUAL, AND SPECIALTY PAY

24.1 **Longevity Pay:** The Employer will compensate employees who qualify for longevity pay in conformity with the schedule set forth below. For entry level hires, longevity is based on continuous years of service with the Kittitas County, regardless of division or classification.

Longevity Upon Completion	Amount per Month Above Base Pay
5 years’ service	1.5%
10 years’ service	2.5%
15 years’ service	3.5%
20 years’ service	5%

- 24.2 **Bilingual Pay:** Employees who demonstrate a verifiable fluency in Spanish and are willing to provide interpretive services 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 test results. Misdemeanant Probation/Juvenile Probation will be responsible for the cost of testing. Employees shall not suffer a loss of pay while testing. However, overtime shall not result.
- 24.2.1 Employee scoring at the level of IL (Intermediate Low) to IH (Intermediate High) as stated in LTI Language Testing will be considered conversationally acceptable and will receive an additional 1.5% of their base pay for as long as they are able and willing to provide interpretive services.
- 24.2.2 Employees scoring at the level of AL (Advanced Low) or above will be considered conversationally fluent and will receive an additional 3% of their base pay for as long as they are able and willing to provide interpretive services.
- 24.3 **Contracted Consulting Services Stipend:** A stipend of 5% of the base pay will be applied to Juvenile Probation employees who have been trained and certified for contracted consulting services between Kittitas County and the State of Washington to ensure statewide quality assurance and training in evidence-based and promising programs, and Case Management Assessment Process. The 5% stipend will be applied at the discretion of the Juvenile Court Administrator and Board of County Commissioners, based upon the following criteria:
- A. The eligible employee demonstrates they are able to effectively meet their job responsibilities without undue burden on the County time and resources; and
 - B. The consulting contract is renewed, and consulting work is being performed.
 - C. The Employer may discontinue the stipend for any employee failing to meet those criteria, or if the contract with the State is terminated.

ARTICLE 25 – PAY ARRANGEMENTS

- 25.1 All employees shall be paid monthly on the last working day of the month, and there shall be no deductions other than required by law or authorization in writing by the employee. The requirement to pay the last working day of the month is conditioned on there being no mechanical or procedural problems.
- 25.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours paid and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.
- 25.3 Upon separation from County employment, the Employer shall pay monies due to the employee less appropriate deductions in accordance with the terms and conditions of this Collective Bargaining Agreement on the pay period following separation of employment.

ARTICLE 26 – LIABILITY INSURANCE

- 26.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

ARTICLE 27 – UNION ACTIVITY

- 27.1 **Union Investigative and Visitation Privileges:** The business representative of the Union, with the permission of the Chief Misdemeanant Probation Officer/Juvenile Court Administrator or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit the employee's activities during such investigations to matters relating to this Agreement; provided, however, the employee shall not interfere with the operation of normal routine of any division of any department. The Union shall not distract an employee while on duty.
- 27.2 **Bulletin Board:** The Union shall be entitled to maintain one (1) bulletin boards in a conspicuous place within the Misdemeanant Probation and Juvenile Court Services in Ellensburg, provided, however, materials to be placed on said bulletin board shall be restricted to notices and provisions related to this Collective Bargaining Agreement.

ARTICLE 28 – MISCELLANEOUS PROVISIONS

- 28.1 **Medical Exams:** Any physical and/or mental examination(s), or inoculations, which are required by the Employer, shall be taken on Employer time and shall be paid by the Employer. If the Employer requires a physical and/or mental examination, the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

ARTICLE 29 – PERSONNEL FILES

- 29.1 Employees shall have the right to review material in their personnel files maintained in the Employer's Human Resources Department during regular business hours. The employee may have a representative of the Union accompany the employee if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee in person.
- 29.2 In the event evaluation reports are utilized, a copy will be placed in the individual's personnel file. The personnel file shall contain evaluation reports that have been completed by Management personnel.
- 29.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file. Said written response shall not change, alter, affect, or modify the validity of materials placed in an employee's personnel file by administrative personnel.
- 29.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by authorized personnel.
- 29.5 After one (1) year, an employee may request derogatory material other than periodic evaluations be expunged from the file. The Employer shall determine whether or not expunging of materials is appropriate.

- 29.6 When an employee reviews their personnel file, the employee shall sign and date the review and said signature shall signify acknowledgement of having read materials in the personnel file.

ARTICLE 30 – NEGOTIATIONS AND TERM OF AGREEMENT

- 30.1 This Agreement shall be in full force and effect from date of signing except as otherwise provided and shall remain in full force and effect through December 31, 2027. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.
- 30.2 Negotiations for revisions to the subsequent Collective Bargaining Agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:
- A. The Union and the Employer agree to meet for preliminary discussions regarding bargaining during the month of August; and,
 - B. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
 - C. If the parties are unable to reach a mutually acceptable Collective Bargaining Agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

WITNESS WHEREOF, this Agreement was signed this 22nd day of April, 2025.

FOR THE UNION

Richard A. Salinas
Richard A. Salinas, Secretary Treasurer 4-7-25

FOR THE EMPLOYER

Laura Osiadacz
Laura Osiadacz, Chair

Cory Wright
Cory Wright, Vice Chair

Brett Wachsmith
Brett Wachsmith, Commissioner

Ann Ann
Presiding Superior Court Judge

Paul
Presiding Lower District Court Judge

[Signature]
Presiding Upper District Court Judge

ORIGINAL



Julie Kjorsvik
Julie Kjorsvik, Clerk of the Board

APPENDIX A
WAGE TABLES

Misdemeanant Probation Officer							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025	\$5,908.00	\$6,056.00	\$6,207.00	\$6,362.00	\$6,521.00	\$6,684.00	\$6,851.00
2026	\$6,085.00	\$6,237.00	\$6,393.00	\$6,553.00	\$6,717.00	\$6,885.00	\$7,057.00
2027	\$6,268.00	\$6,425.00	\$6,586.00	\$6,751.00	\$6,920.00	\$7,093.00	\$7,270.00

Juvenile Probation Counselor							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025	\$5,908.00	\$6,056.00	\$6,207.00	\$6,362.00	\$6,521.00	\$6,684.00	\$6,851.00
2026	\$6,085.00	\$6,237.00	\$6,393.00	\$6,553.00	\$6,717.00	\$6,885.00	\$7,057.00
2027	\$6,268.00	\$6,425.00	\$6,586.00	\$6,751.00	\$6,920.00	\$7,093.00	\$7,270.00

Field & Custody Counselor							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025	\$5,908.00	\$6,056.00	\$6,207.00	\$6,362.00	\$6,521.00	\$6,684.00	\$6,851.00
2026	\$6,085.00	\$6,237.00	\$6,393.00	\$6,553.00	\$6,717.00	\$6,885.00	\$7,057.00
2027	\$6,268.00	\$6,425.00	\$6,586.00	\$6,751.00	\$6,920.00	\$7,093.00	\$7,270.00

Lead Juvenile Probation Counselor							
<i>Step 1 is equal to 15% above Juvenile Probation Counselor step 1 wage.</i>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025	\$6,794.00	\$6,964.00	\$7,138.00	\$7,316.00	\$7,499.00	\$7,686.00	\$7,878.00
2026	\$6,998.00	\$7,173.00	\$7,352.00	\$7,536.00	\$7,724.00	\$7,917.00	\$8,115.00
2027	\$7,208.00	\$7,388.00	\$7,573.00	\$7,762.00	\$7,956.00	\$8,155.00	\$8,359.00

Senior Misdemeanant Probation Officer							
<i>Step 1 is equal to 15% above Misdemeanant Probation Officers step 1 wage.</i>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025	\$6,794.00	\$6,964.00	\$7,138.00	\$7,316.00	\$7,499.00	\$7,686.00	\$7,878.00
2026	\$6,998.00	\$7,173.00	\$7,352.00	\$7,536.00	\$7,724.00	\$7,917.00	\$8,115.00
2027	\$7,208.00	\$7,388.00	\$7,573.00	\$7,762.00	\$7,956.00	\$8,155.00	\$8,359.00