

Agreement by and between **UFCW 3000** and **Jefferson County**

Effective through: 12/31/2026

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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A G R E E M E N T
by and between
JEFFERSON COUNTY
and
UFCW LOCAL 3000

Date of Adoption 2023 through December 31, 2026

ARTICLE 1 - PREAMBLE

- 1.1 Purpose. The purpose of this Agreement is to set forth in writing those terms and conditions agreed upon between the parties hereto. It is agreed that the fundamental purpose of Public Employment is to provide the highest level of services to the citizens of Jefferson County and this principle shall be the overarching guidance in all matters of administering this agreement.
- 1.2 Scope. Any and all contractual agreements, written or verbal, previously entered into by the parties hereto as relating to items covered herein are in all things mutually canceled and superseded by this Agreement.

ARTICLE 2 - DEFINITIONS

EMPLOYEE:

- 2.1 For the purpose of this Agreement, employee(s) shall refer to any and all members of the bargaining unit identified in Article 3 of this Agreement.

REGULAR POSITION:

- 2.2 A position which has been budgeted as a regular part of a department or becomes authorized by the County Administrator as an additional position. Positions need not be filled, however, the intentional use of non-unit employees or contractors to supplant unit employees is prohibited.

REGULAR EMPLOYEE:

- 2.3 An employee who is in the trial period or who successfully completes a trial period of six (6) months or more, if extended, in a regular position.

TRIAL EMPLOYEE:

- 2.4 Employees who are employed pursuant to Section 9.1.

TEMPORARY, CASUAL LABOR, OR CLERK HIRE EMPLOYEE:

- 2.5 An employee whose employment meets short-term needs, is seasonal in nature, or is scheduled for less than eight hundred (800) hours per calendar year. Fringe benefits shall not be available to temporary employees and they shall not be bargaining unit members. These employees may also be known as "Clerk Hire" employees.

INTERNSHIPS

- 2.6 An Intern is an employee who is enrolled or is a recently graduated student, whose employment is related to their continuation of education in their field of study or

profession. Such employment is to be seasonal, or project based and is scheduled for twelve hundred fifty (1,250) hours or less. Interns shall not be unit employees and shall not benefit from the terms of this agreement. Interns shall not supplant regular Bargaining Unit employees but may supplement the work unit where they intern.

CONTRACT SERVICE PROVIDERS:

- 2.7 Persons who provide services to the County pursuant to a personal services contract shall be part of the bargaining unit if hired to work in the classifications enumerated in Appendix B and shall receive the benefit of this Agreement except where the personal services contract provides for other mutually agreeable conditions. Termination of a personal services contract by the supplier or the County shall not be subject to the grievance procedure of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.1 Jefferson County (the County or Employer) hereby recognizes United Food and Commercial Workers Local 3000 (UFCW or Union) as the exclusive representative of all County employees employed in the classifications enumerated in Appendix A attached hereto; excluding all other employees, temporary employees, elected officials, officials appointed for a fixed term, County prosecutors, supervisors, and confidential employees.

NEW OR CHANGED POSITIONS

- 3.2 New or Changed Positions: Within the bargaining unit departments, should new positions be created, or existing positions be substantially modified the UNION will be notified of the pending action. It is mutually agreed that if bargaining unit status or rate of pay cannot be agreed upon the issue may be referred to the grievance procedure.

ARTICLE 4 - UNION MEMBERSHIP AND REPRESENTATION

- 4.1 Employees who consent in writing to become members of the Union or to pay agency fees to the Union during the term of this Agreement shall comply with the language of their Agreements with the Union. Employees who sign wage deduction authorization Agreements with the Union may revoke their authorizations as specified in their Agreements. Union membership applications and payroll deduction forms will be distributed to each employee during orientation. The Union will indemnify, and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer as a result of the provisions of this Article.
- 4.2 Dues and Initiation Fees
Upon presentation of an individually signed authorization, the County agrees to deduct from the paycheck of each employee the monthly dues and initiation fees required of members of the Union during the life of this Agreement. The amounts deducted will be transmitted to the Union by check payable to its order on or before the tenth (10th) of each following month. The County agrees to continue its practice of electronically transmitting a dues roster to the Union at the same time it transmits the check, provided such transmission is reasonable and available. Upon issuance and transmittal of the check to the Union, the County's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of his or her wages for

the payment of the Union dues and initiation fees hereby undertakes to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for and on account of any such deduction made from the wages of an employee pursuant to the terms of this section.

4.3 Political Action Voluntary Check-Off

Upon presentation of an individually signed authorization, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

BARGAINING UNIT INFORMATION:

- 4.4 The County shall provide a list of bargaining unit employees as well as information regarding hours worked and wages paid on a monthly basis. The Employer shall include and notate newly hired or terminated employees. Upon the signing of this Agreement the Employer shall supply to the Union a list of all employees covered by this agreement. Thereafter, the Employer will provide this list on a monthly basis. The list shall include the name, address, Social Security Number, department, FTE status, date of hire, grade, step, and wage rate.

UNION REPRESENTATIVES:

- 4.5 The Union's duly authorized representatives shall have access to the County's premises where employees covered by this Agreement are working for the purpose of investigating working conditions and grievances; provided, however, the Union representatives first notify the Department Head or a designee. Such visits shall not interfere with or disturb the employees in the performance of work, shall not interfere with citizen business, and shall be limited to areas which do not violate County security and/or confidential County files.
- 4.6 The members shall have the right to elect unit representatives from among members of the bargaining unit. The unit representatives shall not be recognized by the County until the Union has given the Representative and the County (Human Resource Director) written notice of the selection. Unless otherwise agreed to by the County, the investigation of grievances and other Union business shall be conducted only during nonworking time.
- 4.7 The County shall furnish bulletin board space for the use of the Union upon request. All materials posted must be dated, signed by a designated union representative, and provided to the County Commissioners Office prior to the posting.

JOB DESCRIPTIONS:

- 4.8 The County shall provide the Union with the current job descriptions for each classification covered by this Agreement when requested and will provide any subsequent revisions thereof.

ARTICLE 5 - EMPLOYEE RIGHTS, EQUAL OPPORTUNITY

EMPLOYEE RIGHTS:

5.1 Employees' rights shall include, but not be limited to, the right to:

- a. self-organization, to form, join and assist employee organizations, and to bargain collectively through representatives of their own choosing;
- b. clear, fair standards, regulations, and policies uniformly applied to all employees covered under this Agreement including those stipulated by this Agreement;
- c. participate in opportunities for career development relevant to their position with the Employer through such avenues as orientation, training, meetings, and continuing education at the discretion of their respective Department Heads and subject to budgetary limits within the department.
- d. participate in mandated training as determined by County policy or program.
- e. timely evaluations from their Supervisor as prescribed by County Policy. Failure to provide such evaluations shall be a violation of this Agreement and subject to the grievance procedure. 'Timely' is defined as not more than two weeks after nor more than four weeks before the interval prescribed in County Policy. Evaluations occur at three (3), six (6) and twelve (12) months after employment and annually on the employment anniversary date thereafter.

EQUAL OPPORTUNITY:

5.2 The County and the Union agree that except as permitted by law there should be no discrimination against any employee or applicant for employment because of a protective class status as provided by law, or union membership unless any one of the foregoing factors constitutes a bona fide occupational qualification.

5.2.1 Any claim, complaint or charge that 5.2 has been violated shall be filed pursuant to the grievance procedure or the appropriate administrative agency and/or court of law. Section 11.7 shall apply to violations of Section 5.2.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The Union recognizes the rights of the County to operate and manage the County including all Common Law Employer Rights provided that such rights, which are vested solely and exclusively in the County, shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 7 - HEALTH AND WELFARE

Purpose The Union and County have agreed to participate in the Sound Health and Wellness Trust for each employee in the Bargaining Unit. Participation by employees is required to foster the principles of insurance and to comply with Trust requirements of all employees as covered employees. The Parties agree that the objective is to obtain quality Health and

Wellness benefits for the entire Collective Bargaining Unit as a whole. Beginning with the 1st Labor Agreement all employees have been covered by and participate in this collectively bargained benefit. As required by the Trust the Parties have included this Article 7 in the Labor Contract setting out the benefit as a condition of employment for all employees within the Bargaining Unit.

- 7.1 Acceptance of Trust Agreement. The Employer and the Union agree to be bound by the terms of the Trust Agreement which created the Sound Health and Wellness Trust (Trust), as initially executed on June 18, 1977, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2, 2010, by and between Allied Employers, Inc., and U.F.C.W. Union Locals Nos. 3000 and 367 U.F.C.W. International (AFL-CIO), and Teamsters Union Local No. 38, and by all amendments thereto. The Employer agrees to accept the Employer Trustees as their designated Trustees of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust and to abide by the rules of the Plan.
- 7.2 Employer Contributions. The Employer agrees to pay on a compensable hours basis (maximum of one hundred seventy-three (173) hours per calendar month per Employee) into the Trust on account of each member of the bargaining unit the Employer contribution rate in the amount determined from time to time by the Trust's Board of Trustees.
- 7.3 Accounting Period. The Employer and Union agree that the Board of Trustees of the Sound Health and Wellness Trust has the authority to establish and enforce a method of reporting contributions on an accounting period basis rather than a calendar month basis and in such case and if the employer reports on other than a calendar month basis, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted as established by the Trustees provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Furthermore, the Employer agrees that the total contributions due for each month shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.
- 7.4 Benefit Program Details. The Employer and the Union agree that the details of the benefit programs including a description of the exact benefits to be provided and the rules under which Employees and their dependents shall be eligible for such benefits shall be determined by the Trustees of the Sound Health and Wellness Trust in accordance with the terms and provisions of the Trust Agreement establishing the Trust Fund and as subsequently amended.
- 7.5 The Employer and Union have agreed to provide coverage under the Sound Health & Wellness Trust. The contribution shall be established pursuant to the Trust Agreement and set forth in section 7.6 below.
- 7.6 The Employer shall pay the Trust established cost of Section 7 medical benefits in accordance with Section 7.6 on the basis of 85% paid by the Employer and 15% paid by each employee for their coverage. Any retroactive adjustment in favor of an employee shall be based only on the actual total cost of coverage provided during the period requiring

retroactive adjustment. This section shall only apply such that all County employees covered by the UFCW Welfare Trust are treated equally. The Trust requires all Bargaining Unit members be included in contribution payments to the Trust by the Employer, accordingly employee deductions shall be “wage reductions” remitted by payroll deduction and prior to any tax calculations for purposes of the 15% provision of this and other sections of this Agreement.

- 7.6.1 Effective on the Date of Adoption by the County (“Effective Date”) hours, the Employer will contribute to the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit as follows:
- 7.6.2 Starting March 1, 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the employer contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve of \$52 million by April 30, 2025. Adjustments will only be made in the employer contribution rate if the consultants determine \$0.05/hour or more is needed to hit the target reserve.
- 7.6.3 In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed \$5.35 and not be less than \$4.86. The \$0.05 per hour threshold in the previous paragraph §7.6.2 does not apply to this rate setting. The Trust shall advise the County of such contributions and the County shall pay in monthly amounts for each eligible employee.
- 7.6.4 The buy-up rate to provide “no waiting PPO coverage”, if applicable, will be paid by the employer and considered separate from the above contributions but included in the monthly rate set by the Trust and supplied to the County.
- 7.6.5 As of 12/31/2023 11:59 pm the total contribution obligation to the Trust shall return to being paid 85% by the Employer and 15% by all Employees as provided for in Article 7 above. The Employee’s share shall be an agreed wage reduction effectuated via payroll deduction.

ARTICLE 8 – LEAVE

LEAVE - PERSONNEL POLICY RECOGNITION:

- 8.1 All employees are entitled to sick leave, bereavement leave, annual leave, civil leave, military leave, leave of absence, and maternity leave as defined by and provided within the Jefferson County Personnel Policy. Additionally, any leave provisions specifically identified herein and as set forth below shall be in addition to, or if in conflict with, shall supersede said leave provisions of the Personnel Policy.

SICK LEAVE:

- 8.2 Sick leave is earned by regular and trial employees at the rate of 0.0462 hours per straight-time compensable hour for each month of completed service. An employee may not accumulate more than 1,920 hours of sick leave. To receive sick leave, an employee must either be sick or disabled or have a scheduled health care appointment. Upon request by the Department Head, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave may be considered cause for discipline.
- 8.2.1 For purposes of sick leave use, a domestic partner is defined as a person living with the employee as if in a marriage relationship and is considered a member of an employee's household if they reside in the same home, and have reciprocal and natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune. See also Section 5.2 and RCW 49.12.270.
- 8.2.2 Sick leave is appropriate for illness or disability caused or contributed to; by pregnancy, miscarriage, abortion, childbirth, adoption, and recovery therefrom. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence, must be used for illness, injury, or disability.
- 8.2.3 The County will make the following payment for sick leave accumulated after August 22, 1978:
- A. Upon an employee's death, the employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
 - B. Upon disability or retirement, the employees shall be paid twenty-five (25%) of such accumulated sick leave.
 - C. If employment is terminated other than by death, disability, or retirement, no portion of such accumulated sick leave shall be paid.
- 8.2.4 Sick leave benefits shall apply only to bona fide cases or sickness, injury and accidents. An employee who is collecting Worker's Compensation time loss benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers Compensation time loss benefit is less than the amount that the sick leave benefits would provide for such period, such employee may receive sick benefits in addition to the Workers Compensation time loss benefits they would otherwise receive as provided herein.
- 8.2.5 Employees may transfer to vacation accrual, the sixth (6th) consecutive day of newly accrued but unused sick leave since the last use or transfer. Employees may exercise this option twice during any calendar year as measured on a rolling six (6) month basis from the last use or conversion. Sick leave shall be accounted for on LIFO (Last In First Out) basis.
- 8.2.6 It is agreed that this Section 8.2 shall be administered per the County Policy and as required by RCW 49.46.020 and WAC 296.128.

8.2.7 Effective January 1, 2024 Sections 8.2 and all subsections shall be void and all employees shall have PTO benefits as contained in Appendix D.

BEREAVEMENT LEAVE:

8.3 Up to three (3) days of paid leave shall be granted an employee who has a death in the immediate family. An additional two (2) days of paid leave shall be granted if travel over 500 miles or more one way is necessary. Any such leave must be requested by the employee and approved by the Department Head. Up to an additional five (5) days of accrued leave (PTO, sick, vacation, as applicable, comp time) may be used for bereavement leave upon request by the employee and approval by the Department Head. A request for the use of more than five (5) additional days of accrued leave for Bereavement Leave requires request by the employee and approval by the Department Head and County Administrator. A day of leave under this Article shall be defined as an employee's regular shift, there will be no pro-rata application.

8.3.1 As used in this Section 8.3, "immediate family" shall be defined in the County Personnel Manual as provided in Chapter 1, Section 2.0 Terms and Definitions under "Family Member." (see below)

FAMILY MEMBER:

Spouse, parent, child (including adult child), siblings, in-law parent, in-law sibling, in-law child, grandchild, grandparent, domestic partner or anyone who is financially dependent upon a public official or employee.

8.3.2 In the event of the death of a close relative, not defined as 'immediate family', an affected employee may use a day of earned sick leave to attend the funeral or grieve.

ANNUAL LEAVE (VACATION):

8.4 Regular employees shall be granted annual leave as follows:

- A. Annual leave shall accrue during the first six (6) months of employment. Accrued leave may be used during the trial period with request by the Employee and approval by the Supervisor and Department Head.
- B. 0.0423 hours shall accrue for each straight-time compensable hour of employment commencing with the first month of employment and continuing through the thirty-sixth month of employment. (88 hours maximum per year, 1st through 3rd year).
- C. 0.0538 hours per straight-time compensable hour commencing with the thirty-seventh month of employment and continuing through the sixtieth month of employment (112 hours maximum per year, 4th and 5th year).
- D. 0.0654 hours per straight-time compensable hour commencing with the sixty-first month of employment and continuing through the one hundred twentieth month of employment (136 hours maximum per year, 6th through 10th year).
- E. 0.0731 hours per straight-time compensable hour commencing with the one hundred twenty-first month of employment and continuing through the one

hundred eightieth month of employment (152 hours maximum per year, 11th through 15th year).

- F. 0.0885 hours per straight-time compensable hour commencing with the one hundred eighty-first month of employment and for each month of employment thereafter (184 hours maximum per year, 16 years or more).
- G Effective January 1, 2022, in addition to B, C, D, E and F above, one additional day (8 hours or less based on FTE) shall be available to employees each calendar year.

- 8.4.1 Employees are to request their vacation time at the first of the year (within the first quarter as established by the elected Official or Department Head), to be assured of a desired date for vacation and if too many request the same time, vacation time will be established by the employees with seniority. Vacation schedules are to be filed only in the office of the Supervisor.
- 8.4.2 Vacation time to be worked out between the Supervisor and employee. Vacation may be taken at any time during the year with the welfare of the job being the determining factor. Employees may split their vacation into as many parts as is mutually agreed upon between employee and the Department Head.
- 8.4.3 A maximum of ten (10) days accumulated vacation may be carried over from the previous year. Accumulated vacation time in excess of ten (10) days shall automatically be lost to the employee on January 1 of each year. If unable to take leave because of Employer required workload, up to an additional seven (7) days may be carried over into the next calendar year and amounts in excess of seventeen (17) days will be paid. The inability of the Employer to allow the employee to take vacation leave shall be documented by the Department Head at the time of such denial and be forwarded to the payroll department.
- 8.4.4 Employees who transfer from one department to another shall retain their original most recent hire date for purposes of annual leave and sick leave eligibility.
- 8.4.5 Once an employee's leave/vacation time has been approved the Supervisor or Department Head is responsible to see that that employee's duties are covered while they are out of the office. It is not the responsibility of the employee going on leave/vacation to arrange for coverage of their duties.
- 8.4.6 Effective January 1, 2024, Sections 8.4 and all subsections shall be void and all employees shall have PTO benefits as contained in Appendix D.

HOLIDAYS - LEAVE:

8.5 The following are holidays with pay for employees:

New Year's Day	January 1
Martin Luther King Jr.'s Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th
One (1) Floating Holiday	

If a holiday falls on Sunday, it shall be observed the following Monday. If it falls on a Saturday, it shall be observed on the previous Friday. An employee will not receive holiday pay if the employee is absent on his last scheduled work day prior to the holiday or on his or her first scheduled work day following the holiday when that absence is unexcused. Employees on leave of absence without pay shall not receive holiday pay.

In the event the Jefferson County BOCC should adopt any additional paid or unpaid State or Federal recognized Holidays, same shall be applicable to Bargaining Unit employees.

STANDBY ON HOLIDAYS:

8.5.1 Employees on standby on a holiday recognized by this Agreement shall be paid holiday pay for that holiday on which the standby occurred, or by mutual consent, a compensatory day off with regular pay may be scheduled within a thirty (30) day period.

8.5.2 The County agrees that on December 24th offices may be closed to the public (except as may otherwise be required by law) and if the County Commissioners close offices to the public each office must remain staffed at a minimum level which is determined by the Department Head. When the Department Head is assured that the minimum staffing level can be achieved, employees not required to meet minimum staffing MAY leave for the day at Noon using available comp-time, paid or unpaid leave or may continue to work as is mutually agreeable with their supervisor.

LEAVE DUE TO INCLEMENT WEATHER:

8.6 Should an employee be absent for scheduled work because of severe inclement weather, the employee shall be entitled to use, comp time, annual leave and/or leave without pay. Upon the employee's request, the Department Head may grant leave without pay even though the employee may have accrued annual leave available.

CONTINUING EDUCATION (Not Related to the Employee's Current Job Description):

8.7 The County agrees to allow, at its discretion and budgetary limitations, leave or time with pay for up to four (4) days for Educational/Professional (Academic) purposes, providing such leave/time shall be subject to scheduling and budgetary limitations of the Employer; approval by the Employer of the subject matter to be studied and, certification of attendance

and/or completion of the course. Educational leave/time may only be requested upon completion of at least six (6) months of continuous service. Educational time shall be paid at straight-time when taken during regular worktime that has been scheduled as education time off. Educational time taken on scheduled time off shall not be included as time worked for purposes of calculating overtime or included for the accrual of benefits. If the County or the State requires an employee to attend an Educational or Training program, the costs of the program will be paid for by the Employer and the time spent by the employee at the program shall be paid as hours worked.

CIVIL LEAVE:

8.8 Any necessary leave shall be granted to any regular employee to serve as a member of a jury or to take an examination for County job-related State certifications. The employee who is granted such leave and receives compensation for the performance of such civil duties involved shall be paid by the County for the time he or she is absent only in the amount of the excess of his or her regular salary over the compensation received.

MILITARY LEAVE:

8.9 Any employee who is a member of the Washington National Guard or the United States Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve shall be entitled to military leave with pay for a period not to exceed fifteen (15) days during any calendar year in order that the employee may take part in required active training duty. Such military leave shall be granted pursuant to the provisions of RCW 38.40.

8.9.1 Any employee who enters upon active duty service or training in the Washington National Guard, United States Armed Forces, or the United States Public Health Service may seek a leave of absence for a period not to exceed the Active Duty Service, or Training, and upon return shall be entitled to re-employment, providing the individual complies with the provisions of RCW 73.16.

MATERNITY/PARENTING LEAVE:

8.10 Sick leave, annual leave, and/or leave of absence may be used for childbirth, child adoption, the new placement of a foster child, and recovery therefrom for a period not to exceed six (6) weeks or as otherwise provided by law. Employees may request any other available leave option available to a well employee as provided in this Agreement or County Policy.

OTHER LEAVE:

8.11 Leave not otherwise provided for in this Agreement will be available as provided in the County Personnel Policy.

New 8.11.1 County employees who are active Union Stewards shall, absent work requirements, be granted personal time off for the attendance of three days of Union sponsored training, provided that the County will receive 30 working days' notice and the absence will not create staffing shortages or disruptions to operations.

FMLA LEAVE:

8.12 Employees off work on FMLA may 'hold back' two weeks (ten (10) paid days) of vacation (PTO) in order to not completely deplete their vacation bank, however the 10 days may not be used in excess of 5 consecutive days without Department Head approval.

- 8.13 Washington State Paid Family Medical Leave (RCW 50A.04) premiums shall be paid by the Employer and employee as permitted by the Statute with employees paying the Family Leave portion and 45% of the Medical portion.

ARTICLE 9 - GENERAL POLICIES

TRIAL PERIOD:

- 9.1 All employees with the County subject to this bargaining agreement shall be employed on a trial basis during the first six (6) months of employment. If the employee's performance does not meet the standards established by the Department Head during the trial period, or if it is otherwise deemed advisable to terminate the trial employee's employment, they shall be terminated without any recourse. An extended trial period of up to six (6) months may be granted at the discretion of the Department Head with Agreement by the employee by memorializing the extension in writing and providing a copy to the employee, the Union and the employee's personnel file. This extension can be granted only once per employee. A trial employee shall have no right to appeal his or her termination. Persons who have worked pursuant to a personal service contract and who become an employee shall have the period worked pursuant to the personal service contract credited toward the completion of the trial period. Upon termination of an employee in the trial period the employee shall be entitled to the provisions of Section 9.11.

JOB POSTING:

- 9.2 When a full-time or regular part-time job opening or vacancy occurs, notice of such job shall be posted via e-mail and in each department for at least ninety-six (96) hours, excluding Saturdays, Sundays, and Holidays, prior to, or concurrent with, outside advertising, unless circumstances require immediate replacement. The job opening shall be filled on a seniority basis, providing that the applicants' skills, competence and abilities are substantially equal. The Employer shall be the sole judge of an individual's qualifications, but such judgment shall be reasonably and fairly made. Persons who have worked pursuant to a personal services contract of six (6) months or more and who are converted to employee status in the same job classification held as under personal services agreement through the hiring process shall not be subject to a trial period. Employees applying for a position of equal or lower wage grade shall be paid at the wage grade of the position for which they applied.

CHANGED POSITION TRIAL PERIOD:

- 9.3. An employee who fills a job opening or vacancy as provided in 9.2 may transfer back, or be transferred back, to their original position within the first 90 days after filling the position. This provision may be extended by mutual Agreement for an additional 90 days.

9.3.1 Use of Accrued Vacation During Changed Position Trial Period:

For employees who moved from one position to another within the UFCW bargaining unit, the requirements of Chapter 6, Section 2.2, of the Jefferson County Personnel Manual are hereby waived. The moved employee will, however, be expected to request vacation that will fall within this period in the manner prescribed by this Agreement with as much notice to the Departmental Director as possible.

JOB INFORMATION:

- 9.4 It is the Employer's responsibility to provide each employee, particularly upon hire, with written information relevant to the job that employee performs. This information should include:
1. The job description for the position the employee fills or will fill;
 2. Brochures and explanation of benefits as provided by appropriate agencies to the Employer with respect to insurance (medical, dental, vision, life insurance, etc.), retirement, and any other similar information relevant to the position;
 3. A copy of the current Personnel Policy, County Drug Policy, and other relevant, adopted policies;
 4. A dues withdrawal authorization form for new hires (provided to the Payroll Department by the Union), as authorized in subsection 4.2 and 4.3.
- 9.4.1 The Employer will distribute copies of this labor Agreement to new employees provided the Union will supply the agreements to the County.
- 9.5 Should any employee inadvertently be paid an amount the employee is not entitled to, the County shall deduct amounts from future pay in the same amount as additional amounts were paid and for the same time period, or longer at the discretion of the employer. It is the intent of the parties that this provision shall not cause an unreasonable burden to an employee.

EMPLOYEE PRIVACY:

- 9.6 The County recognizes our employees' rights to privacy. In achieving this goal, the County and the Union agree to these basic principles:
- 9.6.1 This section 9.5 shall not preclude Union access to employee files for purposes of administering this Agreement or alleged to be needed in grievance processing or in negotiations.
- 9.6.2 The collection of employee information will be limited to that needed by the County for business and legal purposes.
- 9.6.3 The confidentiality of all personal information in the County records will be protected to the extent and as prescribed in RCW 42.56 (The Open Public Records Act).
- 9.6.4 All County employees involved in record-keeping will be required to adhere to these policies and practices. Violations of this policy may result in disciplinary action as provided for in this Agreement.
- 9.6.5 Internal access to employee records will be limited to those employees having an authorized, business-related, "need-to-know" as a part of their essential duties as described in their official job description. Access may also be given to third parties, including other government agencies, pursuant to court order or subpoena.
- 9.6.6 The County will refuse to release specific personal or wage information to any sources without the employee's written approval unless legally required to do so and then only after a County Official or the County Prosecutor has authorized the

release. Public disclosure requests are to be directed to the Department Head or the Public Records Officer.

- 9.6.7 Employees are permitted to see the personal information maintained about them in their County personnel file. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in this record.

"WHISTLE BLOWER" PROTECTION AND PROCEDURE:

- 9.7 The County and the Union agree that any bargaining unit member having information regarding the wrongdoing of any person shall not be discriminated against for "Blowing The Whistle" on such wrongdoing provided the below-described procedures are followed.
- 9.7.1 For purposes of this Section 9.6 employees may seek representation through the Union. The Union will follow these procedures.
- 9.7.2 Employees suspecting wrongdoing on the part of any person shall report such conduct to their Department Head. If the suspected conduct is of the Department Head then the report will be made to the County Administrator. If the County Administrator is suspected then the report will be made to the Chair of the County Commissioners. If a County Commissioner is suspected of wrongdoing the report will be made to the County Prosecutor.
- 9.7.3 In order to maintain the integrity of any investigations into the suspected conduct no reports are to be made to any party except as provided in 9.6.1. Failure to protect the integrity of a future investigation will result in discipline for failure to follow proper procedures as outlined herein.
- 9.7.4 Employees who follow the above procedure shall suffer no discrimination or reprisals for reporting suspected conduct regardless of the results of any subsequent investigation. Any discrimination or reprisal suffered by an employee for reports made pursuant to this Section 9.6 shall be subject to the grievance procedures of this Agreement.

EMPLOYEE USE OF PERSONAL AUTO

- 9.8 Employees using their own car at the request of management on County business shall be compensated at the standard IRS rate. The employee must show proof of insurance coverage upon request.
- 9.8.1 The County agrees to initiate a program not later than January 1, 2009, to reimburse employees required to use their personal vehicle in County business a part or all of additional cost for their personal vehicle insurance coverage due to their notification to their insurance company that they use their personal vehicle for "business" purposes.
- 9.8.2 The County shall notify and consult with the Union as to the procedures that will be employed to identify what employees will be eligible for this reimbursement and how the amount of the reimbursement will be established. Which employees will be eligible for reimbursement and the amount of the reimbursement shall not be subject to the grievance procedure.

TEMPORARY SUPERVISORY ASSIGNMENT

- 9.9 Employees designated by management to perform the work of a Supervisor for two (2) weeks or more shall receive compensation at the appropriate grade.
- 9.10 The work week for County employees during the designated assignment shall continue according to Section 13.10.

EMPLOYEE REVIEW SYSTEM

- 9.11 The County may continue its employee review system or adopt a different system provided the Employer will maintain an evaluation system which provides for employee evaluations on a trial, special and annual basis. Such evaluation should be provided within two (2) weeks of the employee's annual anniversary of their prior evaluation. No evaluation results shall be entered into an employee's personnel file unless the employee has read it and has had an opportunity to sign the evaluation and comment upon it. Termination evaluations may be entered without the employee's signature if circumstances prevent a mutual discussion.

NOTICE OF TERMINATION:

- 9.12 Full-time, Trial and part-time employees shall be entitled to the Employer's endeavor to provide 30 days, but no less than two (2) weeks', notice of termination, or the equivalent of two (2) work weeks' pay in lieu thereof, plus any accrued vacation, except that the Employer shall not be required to comply with the provisions of this Section in case of discharge for just cause.

NOTICE OF RESIGNATION:

- 9.12.1 Full-time and part-time employees shall make a good faith effort to give twenty-one (21) days' notice of resignation, but in no event less than fourteen (14) days written notice of resignation.

LABOR/MANAGEMENT COMMITTEE

- 9.13 The Employer and the Union agree that during the life of this Agreement there shall be a Labor/Management Committee consisting of individuals from each party (not to exceed five (5) from each) to be designated, in writing, by each party to the other. On a case-by-case basis, the parties may agree to additional representatives. Meetings will be held as determined by the Committee, on an as needed or requested basis, at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, etc., related to the operation, the work force and services offered, all to promote better understanding with the other. A written agenda shall be established by the Human Resources Manager based upon items submitted not less than three (3) days in advance of the meeting. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or subtract from this Agreement and such meetings shall be exclusive of the grievance and arbitration procedures in the Agreement, as grievances shall not be considered proper subjects at such meetings.

JOB SHARING

- 9.14 There is an Agreement that two employees may share one budgeted full time position the arrangement will be known as job sharing. Except as the parties may otherwise agree in the future, the provisions of this Agreement apply to job sharing. The Employer may designate vacant positions as a job shared position or by Agreement with the Union and a current employee, the position may be designated as a job shared position. In the event one of the employees of a job-sharing team changes employment status under this

Agreement and such a change impacts on the County's ability to fulfill its mission for the position, job sharing may be eliminated from the position with the remaining employee from the team given preference to fill the required schedule of the position. Article 4 of this Agreement shall apply to all job-sharing positions. All benefits shall be paid on a pro rata basis among employees' job sharing (i.e.: two employees each work half time to fill a full time job, each would receive half the vacation, holiday, sick leave, etc. benefits provided under this Agreement) and in no case shall the total compensation (including benefits) for the shared position exceed the compensation for the same position if filled by one employee.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.1 Discipline and Discharge - Discipline and discharge shall be for just cause.

10.1.1 In cases of suspension or discharge, Just Cause may be established by the Employer if the Employer demonstrates the employee has violated County Policy or, in the case of performance related deficiency, after failure to comply with a Final Progressive Discipline notice issued in an effort at remediating the deficiency. The County can set policies regarding the competency and qualifications of staff persons. The County continues to adhere to the concept of progressive discipline as is appropriate to the employee issue at hand. Progressive discipline, when appropriate, includes, but does not require, using a 1st level verbal warning, a written warning and a warning stating that should further discipline occur it will include, suspension or termination. The foregoing shall be the only test the Employer is required to meet by a preponderance of the evidence to establish just cause.

10.2 Employees shall be afforded the right to have a shop steward or other Union representative present whenever it is reasonably foreseen that discipline to the questioned employee may result from the interview and a steward or Union representative is reasonably available.

PRE-DISCIPLINARY HEARING:

10.3 Regular employees shall be afforded a Pre-disciplinary Hearing conducted by the Department Director prior to any discipline resulting in a suspension or discharge being taken against them. Employees subject to such hearing will be provided a letter (copy to the Union) describing the charges against them at least two (2) working days before the time set for the hearing. The purpose of the hearing is to permit the employee an opportunity to explain or mitigate any charges against them. Union Representatives may attend and advise an employee but will not testify for the employee. A written decision by the Department Director will be sent to the employee with a copy to the Union. Disciplinary actions not subject to a Pre-disciplinary Hearing if relied upon in issuing a suspension or discharge shall be subject to review at the time of the suspension or discharge Pre-discipline Hearing.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES

GRIEVANCE DEFINED:

11.1 A grievance is defined as any alleged breach by the County of any express term of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first applicable step within thirty (30) working days from when the employee or the Union

was aware or reasonably should have been aware, that a grievance exists. All other grievances are deemed waived by the aggrieved party. The time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. Working days are days the County offices are open for regular public business.

STEP 1: EMPLOYEE AND IMMEDIATE SUPERVISOR:

11.2 It is the desire of the parties to this Agreement that grievances be resolved informally wherever possible and at the first level of supervision. If an employee has a grievance, the employee shall first discuss it with his or her immediate Supervisor within ten (10) working days.

STEP 2: EMPLOYEE AND DEPARTMENT HEAD:

11.3 If the matter cannot be resolved informally, and it is the employee's desire to proceed further, or if the Union has a grievance, the employee or the Union Representative or Union Steward shall reduce the grievance to writing and submit it to the appropriate Department Head within thirty (30) working days of the decision in Step 1. The written grievance shall contain a description of the alleged problem, the date it occurred, the provision(s) in the Agreement allegedly violated, and the corrective action the grievant is requesting. A conference between the employee, a unit or union representative if requested by the employee, and the Department Head shall then be held at a mutually agreeable time. The Department Head will endeavor to resolve the grievance and shall respond in writing within ten (10) working days of the meeting with the grievant.

11.4 No settlement achieved in Step 1 or Step 2 shall constitute a precedent for any future issue unless the Union and the Labor Relations Administrator shall agree to such settlement as binding on the parties in future disputes.

STEP 3: EMPLOYEE AND LABOR RELATIONS ADMINISTRATOR:

11.5 If the employee or Union is not satisfied with the reply in Step 2 the employee or Union within fifteen (15) working days of the reply may refer the grievance, in writing in the form provided for in Step 2, to the Labor Relations Administrator. A conference between the employee, a Union representative, if requested by the employee, and the Labor Relations Administrator, or a designee, shall be held at a mutually agreeable time. The Labor Relations Administrator, or a designee, will endeavor to resolve the grievance and shall respond in writing within thirty (30) working days of the meeting with the grievant.

OPTIONAL MEDIATION STEP

The Parties may agree to use the mediation process in an attempt to resolve the grievance prior to Arbitration. Both parties must agree to mediation and neither party may require that any grievance be sent to mediation. If mediation is agreed the Parties shall jointly request a PERC Mediator be assigned.

STEP 4: ARBITRATION:

11.6 If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to Arbitration within fifteen (15) working days after the decision of the Administrator in Step 3. After notification that the dispute is submitted for Arbitration, the County and Union shall attempt to agree on an Arbitrator. If the County and Union fail to agree on an Arbitrator, the Union shall promptly request a list of eleven (11) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Any fee charged by the FMCS shall be split by the parties. The parties shall thereupon alternate in

striking a name from the panel until one name remains. The person whose name remains shall be the Arbitrator.

11.6.1 The Arbitrator's decision shall be final and binding on all parties, subject to the terms and conditions in Sections 11.6.2 through Section 11.6.4:

11.6.2 The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds the County was not limited by this Agreement from taking the action grieved, he or she shall have no authority to limit the County's action and shall not substitute his or her judgment for the County's so long as that judgment was reasonably exercised. Further, the decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the Employer's jurisdiction, or would be a violation of public policy.

11.6.3 Arbitrators are restricted: Except in matters of employee discipline, in assessing just cause, the grieving party shall have the burden of proving by a preponderance of the evidence that the County breached the Agreement.

11.6.4 In the event the Arbitrator shall sustain the grievance he/she shall not rule upon an award until the parties shall have 45 days to negotiate a settlement. If no settlement is achieved the Arbitrator shall decide whether an additional remedy hearing is needed or the Arbitrator will take written argument from each party and shall subsequently issue a decision upon a remedy.

11.6.5 Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other party.

ELECTION OF REMEDIES:

11.7 Grievances once filed pursuant to this Article 11 shall constitute an election of remedies by the aggrieved party. Once the election has been made to pursue the Agreement's grievance procedure, the right to an alternative method of obtaining redress is absolutely waived by the filing party and as partial consideration for this Agreement the grievant(s) agree(s) they will seek no other relief other than as provided for in this Agreement. If an action is filed in any forum other than this grievance procedure, this procedure shall not be available for resolution of the dispute. In no event will the County be required to respond to more than one (1) action for any one (1) claim or grievance regardless of its nature.

ARTICLE 12 - SENIORITY

12.1 Where such factors as qualifications, competence and efficiency are considered equal, seniority shall be the controlling consideration in determining transfers, shift changes, layoffs and recall from layoffs, job vacancies and promotions to positions within the bargaining unit, and vacation scheduling. The County shall be the sole judge of the qualifications, competence and efficiency of its employees provided such judgment shall be reasonably and fairly exercised.

SENIORITY DEFINED:

- 12.1.1 Seniority shall mean the most recent continuous length of service with the County.
- 12.2 Seniority shall terminate upon discharge, resignation, retirement, twelve (12) consecutive months of layoff, or more than six (6) months other leave of absence.

REDUCTION IN FORCE

- 12.3 The Union and the Employer recognize the importance of filling each position with the most qualified and capable individual available. When a reduction in force (RIF) is necessary, qualifications, as defined herein shall be the controlling consideration for each position within the department where the reduction is required. In the event that two employees within the department fulfill the qualifications for the position, the person to be retained shall be determined by seniority. The parties agree seniority shall be applied within career ladders or previously held positions consistent with Section 12.1

12.3.1 Prior to implementing a RIF the Employer shall solicit volunteers.

12.3.2 If there are insufficient volunteers, RIF shall be in the following order:

- A. Temporary employee.
- B. Employees serving their Trial Period.
- C. Contract employees.
- D. Regular employees.

- 12.4 Recall from layoff shall be in accordance with the same principles of Section 12.3.

12.4.1 An employee who has been laid off will be allowed to apply for any UFCW position during the "in house" posting period whether or not they have a written request for reconsideration on file with the HRM.

12.4.2 An employee that has been laid off and has a written request for re-consideration on file with the HRM will be considered for rehire as provided Chapter 10, Section 10.1 of the Personnel Administration Manual.

ARTICLE 13 - WAGES AND CLASSIFICATION

- 13.1 The wage rates and classifications for members of the bargaining unit and any departmental provisions are contained in Appendix B and C attached hereto and are a part of this Agreement by this reference. Employees will be paid rates in Appendix C if they are on the payroll on the date of ratification. Wage tables attached may be adjusted by the Auditor to account for rounding which shall not exceed 2¢ on any wage rate. There is no dynamic status quo regarding wages and steps beyond the term of this Agreement.

13.1.2 Effective August 1, 2023 the 2023 wage table shall be increased by 4% .

13.1.3 Effective the first pay period in 2024 steps 3, 4 and 5 will be dropped, steps will be re-numbered beginning from Step 1 through Step 7.

- 13.1.3.1 For purposes of the restructuring of the wage table all employees in Steps 3, 4, and 5 shall be placed in New Step 1 and shall have a new

anniversary date of January 1 for future steps. Employees in steps 6 through 12 will be placed in the New Step having the same wage rate as the employee currently earns.

13.1.3.2 Step increments will change from 2.5% to 3% between steps.

13.1.3.3 Upon completion of sections 13.1.3.1, and 13.1.3.2 there shall be a general wage increase of 3% to all wages in the table.

13.1.4 Effective on January 1, 2025 the wage table shall be increased by 2%.

13.1.5 Effective on January 1, 2026 the wage table shall be increased by 3%. The new wage scale shall have an added Step 8 on January 1, 2026.

13.1.6 Longevity Pay – Employee upon completion of the following years of employment, the Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows their anniversary date or month of employment. Employees once eligible for longevity shall be paid the lump sum amount the month following their anniversary month and should they terminate prior to their anniversary date a lump sum of the remaining earned but unpaid longevity payment shall be included in the employee's final paycheck.

- (1) Five years employment\$600.00
- (2) Ten years employment\$1,000.00
- (3) Fifteen years employment\$1,400.00
- (4) Twenty years employment\$1,800.00
- (5) Twenty-five years employment....\$2,200.00

13.1.6.1 The below Longevity schedule is effective as of January 1, 2024 and shall be added to the above table and any employee receiving a better benefit shall retain same until the below will provide a better benefit.

- (6) Thirty years employment\$2,600.00
- (7) Thirty-five years employment\$3,000.00
- (8) Forty Years employment\$3,400.00
- (9) Forty-five years employment\$3,800.00

13.1.6.2 The above amounts in Section 13.1.6 are based on FTE and shall be prorated based on FTE.

REASONABLE SYSTEM TO ASSESS CHANGES IN DUTIES

13.2 The Employer shall establish a reasonable system to assess the changes in the requirements of the positions occupied at the time of signing this Agreement. An assessment of an occupied position shall be made not more than once during the life of the Agreement. Positions that become vacant, are newly created or, that have not been filled may be assessed by the Employer prior to posting the position as required by Section 9.2 of the Agreement. The resulting title and pay grade will be clearly presented on the posting. If the assessment results in a new title and pay grade it shall be consistent with the other grades and their relative duties.

- 13.3 The Employer shall create the necessary positions within each department to accomplish the mission of the Employer. The need for a position shall be made by the Employer. Positions that have been created may be eliminated or remain unfilled if they become vacant for any reason. The duties of a given position shall be determined by the Employer, provided such determination shall be made fairly. The Union may grieve the foregoing actions of the Employer for failure to follow a reasonable system of assessment and may compel a re-evaluation if bias against an individual is found to have occurred.

POSITION EVALUATIONS

- 13.4 Positions may be evaluated or reevaluated for proper pay grade no sooner than six (6) months after a grade is assigned to a position and then only upon a substantial showing of change in position duties and responsibilities.
- 13.4.1 Position evaluations will be performed on a systematic basis using consistent criteria for grade assignment.
- 13.4.2 An employee who believes their position evaluation request has been unduly delayed may request that their Union Representative intercede.
- 13.4.3 Employees who move from a lower pay grade to a higher pay grade for any reason shall be placed on the pay schedule of the appropriate appendix so that they will be in the lowest step of the new pay grade which produces an increase in pay of at least three (3%) percent above the wage amount of that employees' current grade and step.

CAREER LADDER

- 13.5 Employees hired in to an entry level position where the position description provides for progression to a more senior level shall be continued up the career ladder for the position absent just cause for withholding the advancement or the failure of the employee to meet the full requirements established for the career ladder advancement as provided in the job description. Movement to positions not within a career ladder shall be by application and promotion. Career Ladder positions are set out in Appendix A to this Agreement.

MANDATORY/DEVELOPMENTAL TRAINING

- 13.6 Employees must accomplish Mandatory/Developmental Training (prorated Developmental Training for part-time employees) each anniversary year before an employee can advance to the next Step when in Steps 1 through 5.
- 13.6.1 A training plan will be established during each anniversary employee evaluation by the employee's Supervisor. If the Supervisor fails to meet their obligation under this section, the employee shall not be denied advancement to the next step.
- 13.6.2 Required training will be considered work time and the cost of training programs will be paid by the Employer.

CALLBACK PAY:

- 13.7 Any employee called back to work after completion of the employee's regularly scheduled work day shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back, the employee shall receive time and one-half (1-1/2) for a minimum of three (3) hours. Not

more than eight (8) hours of callback pay may be claimed in any twenty four (24) hour period. Employees called back to work shall only be required to perform work within the scope of their normal duties while the employee is in the facility. The minimum callback hours shall not apply when an employee who is not on standby status reports for work in conformance with assigned scheduling.

STANDBY/BEEPER PAY:

- 13.8 Employees placed on off-premises standby (beepers) by management shall be compensated at the rate of \$35.00 for each full 24 hour period which may be prorated on an hourly basis. This provision shall not apply to employees who are regularly scheduled for standby as part of the weekly work schedule. This provision shall apply in all other cases.

BILINGUAL PAY:

- 13.9 The County agrees to initiate a program not later than January 1, 2009, providing additional compensation for employees required by their positions to use a second language in the course of their responsibilities. Employees certified to provide bilingual services shall receive an additional pay premium of \$25 per month.

The County shall notify and consult with the Union as to the designation of the eligible positions, the minimum level of fluency required and the testing procedures to be employed. Position designation and fluency determinations shall not be subject to the grievance procedure.

WORK WEEK / OVERTIME

- 13.10 It is the intent of the parties to continue the workweek which employees have been scheduled since 1994 provided, however, the workweek may be changed by the County upon advanced notice to affected employees when such change results from budgetary constraints or increased work flow. The County will endeavor to provide 30 days' notice, but shall be required to provide at least two week's notice. All work over 40 hours shall be at time and one half or, by mutual Agreement, one hour and a half (1-1/2) of compensatory time.

PAYROLL CHANGES

- 13.11 Notwithstanding any other provision of this agreement, there shall be no reclassifications performed within three (3) months of the expiration of this agreement nor during any negotiation period.
- 13.12 Whenever this agreement requires a wage increase, such wage increase shall be effective the first day of the month in which the adjustment occurs.
- 13.13 When management assigns an employee to work at a higher classification for two (2) weeks or more, that employee shall receive pay at the higher classification for that period.
- 13.14 During the 2021-2023 contract period and as part of the County's MUNIS enterprise-wide software project, the Payroll System will be replaced. During that process, issues may be identified that impact the administration of this labor contract. The Union agrees to effectuate such changes as is needed when such change does not conflict with the overall

agreement and the Union reserves the right to demand bargaining regarding the impact of any change meeting the requirements of RCW 41.56 required bargaining

ARTICLE 14 - SCOPE OF AGREEMENT

14.1 The parties acknowledge that during the negotiations that resulted in this Agreement, each party has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the results and exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or discussed during the negotiations which resulted in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

PAST PRACTICES:

14.2 Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Furthermore, unless specifically provided herein to the contrary, past practices shall not be binding on the County. The County shall give the Union notice and an opportunity for bargaining prior to modifying any benefit having any direct economic value to employees covered by this Agreement; except where provisions of this Agreement provide otherwise. If bargaining reaches impasse, the issue(s) may be referred to the grievance procedure.

UNILATERAL INCREASES:

14.3 This Agreement provides for contractual minimums and shall not preclude the County from paying wages and/or benefits in excess of those provided within this agreement.

EFFECT OF INVALIDITY:

14.4 This Agreement shall be subject to all future and present applicable Federal and State laws. Should any provision(s) become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall bargain for the purpose of arriving at a mutually satisfactory replacement for such provision(s) or the issue may be referred to the grievance procedure.

SUBCONTRACTING:

14.5 In the event a portion of the bargaining unit work is to be subcontracted or transferred, the County will advise the Union and enter into bargaining as required by law.

DURATION:

14.6 This Agreement shall be in effect from date of adoption by the County unless stated otherwise and remain in full force and effect through December 31 2026.

14.6.1 This agreement may be opened by either party for the further negotiation of wages and/or longevity by giving 60 days' notice prior to December 31 of any covered year.

14.6.2 Either party may request to open the contract earlier than 60 days prior to December 31, 2026.

In witness whereof, the parties have signed this Collective Bargaining Agreement as ratified on the 12th day of July 2023.

Local 3000 United Food &
Commercial Workers
International Union



Faye Guenther, President

Date: 8/22/2023

Jefferson County Commissioners
Jefferson County, Washington

Approved Telephonically

Greg Brotherton,
Chair of the Board

Date: 8/7/23

Approved as to Form only:



August 2, 2023

Philip C Hunsucker, Date
Chief Civil Deputy Prosecuting
Attorney

UFCW Local 3000
Bargaining Representative

Daniel Cobb

Daniel Cobb,
Collective Bargaining Representative
Date: 8/22/2023

County Administrator
Jefferson County, Washington

Mark McCauley
Mark McCauley,
County Administrator
Date: 8/7/23

UFCW LOCAL 3000 – Employee Negotiating Committee:

John King
Jim Spull
Sarah Mann
Tim Wain

Susan Bone O'Brien

APPENDIX – A CAREER LADDERS

CAREER LADDER POSITIONS

Positions	Department
Account Clerk I to Account Clerk II	Various Department
Administrative Clerk I to Administrative Clerk II	Various Departments
Adult Probation Clerk I to Adult Probation Clerk II	District Court
Appraiser Trainee to Residential Appraiser to Senior Residential Appraiser	Assessor
Assessor Technician I to Assessor Technician II to Assessor Technician III	Assessor
Assistant Planner to Associate Planner	Community Development
Building Inspector I to Building Inspector II	Community Development
Community Development Technician I to Community Development Technician II and Community Development Technician III (see * Appendix B)	Community Development
District Court Clerk I to District Court Clerk II	District Court
Environmental Health Specialist I to Environmental Specialist II and Environmental Specialist III (see * Appendix B)	Public Health
Environmental Specialist I to Environmental Specialist II	PH Water Quality
Juvenile Court Service Clerk I to Juvenile Court Services Clerk II	Juvenile Services
Juvenile Probation Counselor I to Juvenile Probation Counselor II	Juvenile Services
Legal Technician to Legal Assistant	Prosecuting Attorney
Planning Clerk I to Planning Clerk II	Community Development
Plans Examiner I to Plans Examiner II	Community Development
Permit Tech I to Permit Tech II and Permit Tech III (see * Appendix B)	Public Health
Probation Counselor I to Probation Counselor II	District Court
Public Health Nurse I to Public Health Nurse II	Public Health
Epidemiologist I to Epidemiologist II	Public Health
Superior Court Clerk I to Superior Court Clerk II	Superior Court Clerk
Superior Court Clerk I/Courthouse Facilitator to Superior Court Clerk II/Courthouse Facilitator	Superior Court Clerk

Letter of Understanding 2023 Negotiations

The County and the Union shall commit to making a review of the classifications to Appendix A Career Ladders and Appendix B Classifications including, but not limited to: Administrative Assistant I, Administrative Assistant II, Nurse Practitioner I and Nurse Practitioner II. This discussion shall commence no later than three months after ratification through labor management committee. The County shall provide the Union an update about their decision no later than six months following the labor management committee meeting.

APPENDIX – B CLASSIFICATIONS

EMPLOYEE TITLES AND CLASSIFICATIONS

<u>ALL DEPARTMENTS</u>	<u>Grade</u>	<u>ALL DEPARTMENTS</u>	<u>Grade</u>
ALL DEPARTMENTS		HEALTH & HUMAN SERVICES	
Account Clerk I	21	Support Services	
Account Clerk II	24	Clinic Support/Med. Records Clk	26
Administrative Assistant	24	Financial Operations Coordinator	27
Administrative Clk (Sr. or II)*	22	Financial Support Specialist	25
Administrative Clk	20	Medical Records/Data Specialist	24
Secretary/Receptionist	17	Insurance Billing Clerk	24
ASSESSOR		Medical Records Clerk	24
Commercial Appraiser	32	Public Health Assistant	25
Senior Residential Appraiser	31	Receptionist	18
Residential Appraiser	28	Women/Infant/Child Prgm Clk	24
Appraiser Trainee	25	Web & Digital Comm. Specialist	28
Appraiser Assistant	25	Community Health	
Assessor Technician III*	29	Nurse Practitioner	42
Assessor Technician II	27	Public Health Nurse III*	37
Assessor Technician I	25	Public Health Assessment & Program Coordinator	35
Cartographer	22	Public Health Nurse II	35
AUDITOR		Public Health Nurse I	33
Elections Coordinator	32	Community Health Analyst	31
Voter Registration Coordinator	28	Community Health Educator	32
Fiscal Specialist Coordinator	28	Community Health Nurse	29
Audit Specialist	25	Epidemiologist I	33
Recording & Licensing Specialist	24	Epidemiologist II	35
Elections Specialist	23	Nutritionist	34
Elections Technician	21	Environmental Health	
COOPERATIVE EXTENSION		Natural Resources Program Coord.	35
Program Asst. I	20	Env. Health Specialist III*	35
Program Asst. II	23	Env. Health Specialist II	32
Water Programs Coord.	29	Environmental Health Educator	31
Noxious Weed Control Coord.	32	Env. Health Specialist. I	30
DISTRICT COURT		Env. Health Technician	25
Judicial Support Specialist II	25	Permit Tech III*	27
Judicial Support Specialist I	23	Permit Tech II	25
Probation:		Permit Tech I	23
Probation Counselor II	33	Human Services	
Probation Counselor I	31	Substance Abuse Cord	30
Probation Assistant	26	Prevention Specialist	30
Adult Probation Clerk II	25	Development Disability Cord	31
Adult Probation Clerk I	23	Water Quality	
FACILITIES MAINTENANCE		Environmental Specialist II	34
Facilities Custodial Supervisor	30	Environmental Specialist I	31
Lead Custodian	25		
Custodian	22		
Custodian Aide	18		

DEPARTMENTS **Grade**

JUVENILE SERVICES
Dependency & Civil Prog. Mgr. 34
Probation Counselor II 33
Probation Counselor I 31
GAL Coordinator 31
Community Services Coordinator 26
Probation Assistant 26
Fiscal & Business Operations
Coordinator 28
Family Court Program Assistant 26
Juv. Court Services II 25
Juv. Court Services I 23

COMMUNITY DEVELOPMENT

Development Review
Associate Planner 33
Assistant Planner 30
Office Coordinator 28
Planning Technician 23

PERMIT CENTER

Building Services
Senior Building Inspector 35
Code Compliance Coordinator 31
Building Inspector II 33
Building Inspector I 30
Plans Examiner II 33
Plans Examiner I 30
Community Development Tec III* 27
Community Development Tech II 25
Community Development Tech I 23

Planning

Senior Planner 35
Associate Planner 33
Assistant Planner 30
Planning Technician 23
Planning Clerk II 23
Planning Clerk I 21

PROSECUTING ATTORNEY

Crime Vic/Witness Coordinator 32
Paralegal 29
Support Enforcement Officer 27
Sr. Legal Assistant 27
Legal Assistant 25
Legal Technician 23
Crime Victim Advocate 25

DEPARTMENTS **Grade**

RECREATION
Assistant Recreation Manager 30
Recreation Assistant Director 27
Lead Recreation Supervisor 27
Recreation Aide Supervisor 17

SUPERIOR COURT

Court Administrator Lead 29
Deputy Court Administrator 25
SC Clerk II/Courthouse Facilitator 27
Juvenile Court Coordinator 26
Superior Court Clerk II 25
Superior Court Clk I/Courthse Fac. 24
Superior Court Clerk I 23

TREASURER

Investment Specialist/Accountant 29
Revenue/Foreclosure Clerk 27
Tax Account Specialist 24

Employees Assigned Lead Assignments

Except as otherwise provided herein employees when assigned by a Supervisor to act as a LEAD employee will be paid at their current step TWO (2) pay grades above their regular grade. No employee will be considered to be a lead other than during such time as specifically assigned by their Supervisor. Positions listed above with "lead" in the title are not subject to this section since the grade assigned to the position already reflects the lead duties.

* subject to being authorized in the budget and shall not also be a lead

Merit Increase: Supervisors and Department Heads shall have the ability to award an employee, who has a minimum of two years of service in their current position a one-time wage increase of one (1) additional step increase based on skills, ability, and a written evaluation. Employees will be eligible to receive one (1) additional step bump per classification. Employees will be eligible for an additional one-time step bump if they move to a higher classification and requalify at the higher classification. If an employee receives an additional step based on merit that date shall be the employee's step anniversary date for all subsequent twelve-month anniversary step adjustments. The employer will provide a copy of the written notice to the employee of their step award. The awarding of a merit increase in the Section is discretionary with the County and shall not be subject to any grievance.

APPENDIX – C WAGE AFTER ADOPTION

EFFECTIVE Date of Adoption through December 31, 2026

No employee shall be paid less than the applicable minimum wage during any year of this Agreement.

WAGE TABLE AUGUST 1, 2023										
Increase Aug 1, 2023	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
4%	3	4	5	6	7	8	9	10	11	12
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
17	16.80	17.22	17.65	18.09	18.54	19.01	19.48	19.97	20.47	20.98
18	17.42	17.86	18.31	18.76	19.23	19.71	20.21	20.71	21.23	21.76
19	18.10	18.55	19.02	19.49	19.98	20.48	20.99	21.52	22.05	22.60
20	18.77	19.25	19.73	20.22	20.73	21.24	21.77	22.32	22.88	23.45
21	19.47	19.96	20.46	20.97	21.49	22.03	22.58	23.15	23.73	24.32
22	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27
23	20.98	21.51	22.04	22.59	23.16	23.74	24.33	24.94	25.56	26.20
24	21.76	22.31	22.86	23.43	24.02	24.62	25.24	25.87	26.51	27.18
25	22.60	23.17	23.75	24.34	24.95	25.57	26.21	26.87	27.54	28.23
26	23.44	24.03	24.63	25.25	25.88	26.53	27.19	27.87	28.57	29.28
27	24.29	24.91	25.53	26.17	26.82	27.49	28.18	28.88	29.61	30.35
28	25.25	25.89	26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54
29	26.17	26.83	27.50	28.18	28.89	29.61	30.35	31.11	31.89	32.68
30	27.14	27.83	28.52	29.24	29.97	30.72	31.48	32.27	33.08	33.90
31	28.16	28.87	29.59	30.33	31.09	31.87	32.67	33.48	34.32	35.18
32	29.19	29.93	30.68	31.44	32.23	33.03	33.86	34.71	35.57	36.46
33	30.28	31.05	31.82	32.62	33.43	34.27	35.13	36.00	36.90	37.83
34	31.46	32.25	33.06	33.88	34.73	35.60	36.49	37.40	38.34	39.29
35	32.61	33.43	34.27	35.13	36.01	36.91	37.83	38.77	39.74	40.74
36	33.83	34.68	35.55	36.44	37.35	38.28	39.24	40.22	41.23	42.26
37	35.11	35.99	36.89	37.82	38.76	39.73	40.72	41.74	42.78	43.85
38	36.39	37.30	38.24	39.19	40.17	41.18	42.21	43.26	44.34	45.45
39	37.79	38.74	39.71	40.70	41.72	42.76	43.83	44.93	46.05	47.20
40	39.21	40.19	41.20	42.23	43.28	44.37	45.47	46.61	47.78	48.97
41	40.67	41.70	42.74	43.81	44.90	46.02	47.17	48.35	49.56	50.80
42	42.21	43.27	44.36	45.46	46.60	47.77	48.96	50.18	51.44	52.72
43	43.80	44.90	46.03	47.18	48.36	49.57	50.81	52.08	53.38	54.71
44	45.45	46.59	47.75	48.95	50.17	51.43	52.71	54.03	55.38	56.76
45	47.15	48.34	49.55	50.78	52.05	53.35	54.69	56.06	57.46	58.89

WAGE TABLE 2024				2024 eliminate Steps 3,4,5 and move right to Step 6 Renumber steps 1 through 7 Increase to 3.0% between steps			
Increase from prior year	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
3%	1	2	3	4	5	6	7
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
17	18.73	19.29	19.87	20.46	21.08	21.71	22.36
18	19.42	20.00	20.60	21.22	21.86	22.51	23.19
19	20.17	20.78	21.40	22.05	22.71	23.39	24.09
20	20.93	21.56	22.20	22.87	23.55	24.26	24.99
21	21.71	22.36	23.03	23.72	24.43	25.16	25.92
22	22.55	23.23	23.92	24.64	25.38	26.14	26.93
23	23.39	24.09	24.81	25.55	26.32	27.11	27.92
24	24.26	24.98	25.73	26.50	27.30	28.12	28.96
25	25.19	25.95	26.73	27.53	28.36	29.21	30.08
26	26.13	26.92	27.72	28.56	29.41	30.29	31.20
27	27.08	27.90	28.73	29.59	30.48	31.40	32.34
28	28.15	28.99	29.86	30.76	31.68	32.63	33.61
29	29.17	30.05	30.95	31.87	32.83	33.82	34.83
30	30.26	31.17	32.10	33.07	34.06	35.08	36.13
31	31.40	32.34	33.31	34.31	35.34	36.40	37.49
32	32.54	33.52	34.53	35.56	36.63	37.73	38.86
33	33.76	34.77	35.82	36.89	38.00	39.14	40.31
34	35.07	36.12	37.21	38.32	39.47	40.66	41.88
35	36.36	37.45	38.57	39.73	40.92	42.15	43.41
36	37.71	38.84	40.01	41.21	42.45	43.72	45.03
37	39.14	40.31	41.52	42.77	44.05	45.37	46.73
38	40.57	41.78	43.04	44.33	45.66	47.03	48.44
39	42.13	43.39	44.70	46.04	47.42	48.84	50.30
40	43.71	45.02	46.37	47.76	49.19	50.67	52.19
41	45.34	46.70	48.10	49.54	51.03	52.56	54.14
42	47.06	48.47	49.92	51.42	52.96	54.55	56.19
43	48.83	50.29	51.80	53.36	54.96	56.61	58.30
44	50.66	52.18	53.75	55.36	57.02	58.73	60.49
45	52.56	54.14	55.76	57.44	59.16	60.93	62.76

WAGE TABLE 2025							
Increase from prior year	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
2%	1	2	3	4	5	6	7
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
17	19.10	19.67	20.26	20.87	21.50	22.14	22.81
18	19.81	20.40	21.02	21.65	22.30	22.96	23.65
19	20.58	21.20	21.83	22.49	23.16	23.86	24.57
20	21.35	21.99	22.65	23.33	24.03	24.75	25.49
21	22.14	22.80	23.49	24.19	24.92	25.66	26.43
22	23.00	23.69	24.40	25.13	25.89	26.67	27.46
23	23.85	24.57	25.31	26.06	26.85	27.65	28.48
24	24.74	25.48	26.25	27.03	27.84	28.68	29.54
25	25.70	26.47	27.26	28.08	28.92	29.79	30.68
26	26.66	27.46	28.28	29.13	30.00	30.90	31.83
27	27.63	28.45	29.31	30.19	31.09	32.02	32.99
28	28.71	29.57	30.46	31.38	32.32	33.29	34.28
29	29.75	30.65	31.57	32.51	33.49	34.49	35.53
30	30.87	31.79	32.74	33.73	34.74	35.78	36.85
31	32.02	32.98	33.97	34.99	36.04	37.12	38.24
32	33.19	34.19	35.22	36.27	37.36	38.48	39.63
33	34.44	35.47	36.53	37.63	38.76	39.92	41.12
34	35.77	36.84	37.95	39.09	40.26	41.47	42.71
35	37.08	38.20	39.34	40.52	41.74	42.99	44.28
36	38.47	39.62	40.81	42.03	43.30	44.59	45.93
37	39.92	41.12	42.35	43.62	44.93	46.28	47.67
38	41.38	42.62	43.90	45.21	46.57	47.97	49.40
39	42.97	44.26	45.59	46.96	48.37	49.82	51.31
40	44.58	45.92	47.30	48.71	50.18	51.68	53.23
41	46.25	47.64	49.06	50.54	52.05	53.61	55.22
42	48.00	49.44	50.92	52.45	54.02	55.64	57.31
43	49.81	51.30	52.84	54.42	56.06	57.74	59.47
44	51.67	53.22	54.82	56.47	58.16	59.90	61.70
45	53.61	55.22	56.88	58.58	60.34	62.15	64.02

WAGE TABLE 2026				2026 Add new step 8				
Increase from prior year	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
3%	1	2	3	4	5	6	7	NEW 8
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
17	19.67	20.26	20.87	21.50	22.14	22.81	23.49	24.19
18	20.40	21.02	21.65	22.30	22.96	23.65	24.36	25.09
19	21.20	21.83	22.49	23.16	23.86	24.57	25.31	26.07
20	21.99	22.65	23.33	24.03	24.75	25.49	26.25	27.04
21	22.80	23.49	24.19	24.92	25.66	26.43	27.23	28.04
22	23.69	24.40	25.13	25.89	26.67	27.46	28.29	29.14
23	24.57	25.31	26.06	26.85	27.65	28.48	29.34	30.22
24	25.48	26.25	27.03	27.84	28.68	29.54	30.43	31.34
25	26.47	27.26	28.08	28.92	29.79	30.68	31.60	32.55
26	27.46	28.28	29.13	30.00	30.90	31.83	32.78	33.77
27	28.45	29.31	30.19	31.09	32.02	32.99	33.97	34.99
28	29.57	30.46	31.38	32.32	33.29	34.28	35.31	36.37
29	30.65	31.57	32.51	33.49	34.49	35.53	36.59	37.69
30	31.79	32.74	33.73	34.74	35.78	36.85	37.96	39.10
31	32.98	33.97	34.99	36.04	37.12	38.24	39.38	40.57
32	34.19	35.22	36.27	37.36	38.48	39.63	40.82	42.05
33	35.47	36.53	37.63	38.76	39.92	41.12	42.35	43.62
34	36.84	37.95	39.09	40.26	41.47	42.71	43.99	45.31
35	38.20	39.34	40.52	41.74	42.99	44.28	45.61	46.98
36	39.62	40.81	42.03	43.30	44.59	45.93	47.31	48.73
37	41.12	42.35	43.62	44.93	46.28	47.67	49.10	50.57
38	42.62	43.90	45.21	46.57	47.97	49.40	50.89	52.41
39	44.26	45.59	46.96	48.37	49.82	51.31	52.85	54.44
40	45.92	47.30	48.71	50.18	51.68	53.23	54.83	56.47
41	47.64	49.06	50.54	52.05	53.61	55.22	56.88	58.58
42	49.44	50.92	52.45	54.02	55.64	57.31	59.03	60.80
43	51.30	52.84	54.42	56.06	57.74	59.47	61.25	63.09
44	53.22	54.82	56.47	58.16	59.90	61.70	63.55	65.46
45	55.22	56.88	58.58	60.34	62.15	64.02	65.94	67.92

Letter of Understanding 2023

Notwithstanding the new provisions of Article 7 there shall be no change required by the County in the administration of Article 7. At the request of the County, the Union and the County shall request a meeting with the Trust no later than thirty days after the County makes the request to discuss Health and Welfare benefit administration and agree to the method by which the County will make contributions to the Trust.

APPENDIX – D PERSONAL TIME OFF (PTO) AFTER ADOPTION

Effective January 1, 2024, Section 8.2 Sick Leave and Section 8.4 Annual Vacation shall be void and all employees shall have Personal Time Off (PTO). PTO shall be implemented as outlined below:

Section 1 – Personal Time Off (PTO)

The personal leave benefit system is an alternative leave accrual system for employees to use for vacation, illness or injury, and personal business. It combines the standard paid leave accrual system (i.e. vacation, sick leave and floating holidays) into one flexible, personal time-off system. Employees will be eligible to earn and use PTO as described in this policy.

Section 2 – Purpose

The PTO system is established to provide greater flexibility to employees in managing their time off benefits and to allow greater accumulation of paid time off.

Section 3 – Affected Parties

All regular full time and part time County employees under this Agreement shall be enrolled in this personal time off benefit (PTO) system.

Section 4 – Accrual

The amount of PTO an employee receives each year increases with the length of their employment as shown in the following schedule:

Completed Months of Employment	* PTO Yearly Accrual Maximum Hours /(days)	Maximum hours earned per straight time hour of employment. (PTO is earned hourly and posted monthly.)	PTO Bank Maximum Hours/(days)
0 thru 36	168/(21)	0.0808	280/(35)
37 thru 60	192/(24)	0.0923	320/(40)
61 thru 120	216/(27)	0.1038	360/(45)
121 thru 180	240/(30)	0.1154	400/(50)
181 thru 240	264/(33)	0.1269	440/(55)
241 thru 300	264/(33)	0.1269	480/(60)
301+	264/(33)	0.1269	520/(65)

* Calculated based on a standard scheduled work week of 40 hours, maximum 2,080 hours yearly.

Employees working less than full time will accrue PTO on a prorated basis based on hours worked.

All employees shall receive one floater PTO day of 8 hours each January 1st of the calendar year. The floater PTO day must be used during the calendar year and cannot be carried over to the next year. For an employee working less than full time, amount of floater PTO will be based on FTE.

Section 5 – Procedures

5.1 - PTO Use and Minimum Increment

PTO shall be used for all authorized leave provisions pursuant to the Collective Bargaining Agreement (CBA).

5.2 - PTO Use During an Employee's Trial Period

Accrued leave may be used during the trial period with request by the Employee and approval by the Supervisor and Department Head.

5.3 - PTO Usage Request

Employees are to request their PTO time off at the first of the year (within the first quarter as established by the elected Official or Department Head), to be assured of a desired date for time off. PTO requests will be approved on a first come first served basis and if too many employees request PTO for the same time, PTO will be established using seniority as the determining factor. PTO schedules are to be filed only in the office of the Supervisor.

5.4 PTO time is to be worked out between the Supervisor and the employee. PTO may be taken at any time during the year with the welfare of the job being the determining factor. Employees may split their PTO into as many parts as is mutually agreed upon between employee and the Department Head.

5.5 Employees who transfer from one department to another shall retain their original hire date for purposes of annual PTO eligibility.

5.6 Once an employee's leave/PTO has been approved the Supervisor or Department Head is responsible to see that employee's duties are covered while they are out of the office. It is not the responsibility of the employee going on leave/vacation to arrange for coverage of their duties.

5.7 PTO Banking and Cash Out

The employee may bank and carry forward any accrued PTO up to the Maximum PTO Bank (see the schedule in the table in Section 4). Upon separation of employment for any reason, the employee will be cashed out for unused PTO not to exceed the PTO maximum pursuant to the table in Section 4, except that in the event an employee's accrued PTO balance exceeds the Maximum PTO Bank due to extenuating circumstances, an employee may submit to their Department Director a written request to be cashed out for the excess PTO, with a statement documenting the extenuating circumstances. If all or a portion of the request is recommended for approval by the Director, the request and the Director's written recommendation will then be submitted to the County Administrator for possible approval. In no event shall the PTO cash out exceed the sum of the PTO Bank Maximum plus the PTO Yearly Accrual Maximum, both as listed in the table in Section 4. Scheduled time off approved by the Department Head prior to submission of the required notice of resignation or retirement per Article 9.12.1 will be honored.

5.8 - PTO Bank

Accrued PTO shall be credited to the employee's PTO bank up to the maximum allowed. Unless the employee has requested in writing and received approval to carry over excess accrued PTO pursuant to Section 5.7, any accrued PTO which exceeds this authorized bank limit will be credited to the employee's Catastrophic Sick Leave Bank. When the employee uses accrued PTO and brings the available amount below the maximum cap pursuant to the table in Section 4, accrual to the PTO bank will begin again.

5.9 - PTO Carry Over

An employee may submit a written request to their Departmental Director for approval to carry over five (5) days of PTO in excess of the authorized bank limit, due to circumstances beyond their control or when planning a significant vacation and/or event. Employee requests to carry over more than five (5) days of PTO in excess of the authorized bank limit, must be approved by the employee's Departmental Director and submitted in writing to the County Administrator for approval. The request must be submitted in writing as early as possible to the projected vacation date and any approved carry over of PTO must be used within the first six months of the following calendar year or within the timeframe as determined by the County Administrator. Any approved carry over of PTO which is not used within the authorized timeframe shall be credited to the employee's Catastrophic Sick Leave Bank .

5.10 - Catastrophic Sick Leave Bank

An employee's Catastrophic Sick Leave Bank shall only be accessible to the employee accruing the bank, and access shall only be allowed when all other paid leave, compensatory time or other Employer provided financial benefits are exhausted.

1. Maximum Accrual - The maximum accrual in the catastrophic sick leave bank is 960 hours (120 days.)
2. County Sick Leave Bank - Days accrued in the catastrophic sick leave bank may be donated to the County sick leave bank per Resolution 79-94,
3. Separation from Employment: Upon separation from employment any accrual left in the employee's catastrophic sick leave bank is forfeited.

5.11- PTO Cash Out

PTO is paid at the employee's base pay rate (computed as an hourly rate) at the time of use or cash out, consistent with Section 5.7 - PTO Banking and Cash Out, above.

5.12 - PTO Use During Illness or Injury or Workplace Injury

The use of PTO due to illness, injury or workplace injury shall follow the sick leave provisions of the CBA.

5.13 - Conversion from Standard Paid Leave Accrual System to PTO

When an employee converts to the PTO System their paid leave balances will be handled as follows:

1. Unused Sick Leave: Any sick leave an employee accrued under the standard sick leave system before enrolling in the PTO system will be

banked in a separate account for the employee's benefit and may be used per the CBA. Employees who retire, or if separation is a direct result of the employee's disability or death, shall be cashed out accumulated sick leave at the rate of one (1) hour of pay at their regular rate of pay for each four (4) hours of sick leave to a maximum 1,920 hours at the time of separation. There is no cash out if an employee resigns or leaves employment with the County. The employee will use the S/L designation on their time sheet if the time is to be taken from their sick leave bank.

2. Unused Vacation Leave: Any vacation leave an employee accrued under the standard system will be converted to PTO when the employee enters the PTO system.

5.14 - PTO for Current Employees

Once an employee enters the PTO system the employee will not be authorized to return to the standard paid leave accrual/use system unless the PTO system is no longer offered.

5.15 PTO for New Employees

The PTO system shall be applied to all new employees hired.

Section 6 – Responsibilities

Employees under the PTO System will be responsible for managing the use of their PTO accrual to ensure that they have paid leave time available for all appropriate time off uses. Employees will need to be mindful of their PTO balance to assure that they have a balance available to cover traditional sick leave uses including their own illness/injury, medical or dental care, as well as the same uses for their dependents and certain family members (see Section 8.3.1 of the CBA for eligible family members.)

Section 7 – Provisions of Chapter 6, Section 5.0 and 6.5 Apply

All of the provisions of the currently adopted Chapter 6, Section 5.0 and Section 6.5 or any future version of these sections that is adopted by the County regarding the use of accrued sick leave and Family Medical Leave, shall apply to the use of PTO when it is used for illness, injury or medical reasons.

7.1 - PTO Designated as Family Medical Leave (FMLA):

Employees and their Supervisors must identify and report in a timely manner the nature of the use of any PTO hours to be designated as FMLA for a qualified illness, injury, maternity leave, or other qualified use.

7.2 - Time Sheets:

The designation of 202 will be used for time to be used from a PTO Bank and the designation of 242 will be used for time that is eligible to be Family Medical Leave (FMLA) on County time sheets.

Section 8 – Catastrophic Sick Leave Bank Balances

When an employee's accrued PTO hours reach the maximum allowed, further accrual will be credited to the employee's Catastrophic Sick Leave Bank at the end of each year, unless carry over has been granted pursuant to Section 5.7. The Payroll Services Manager in the Auditor's Office will be responsible for oversight of the accrual, use, and tracking all individual employee Catastrophic Sick Leave Bank balances.

Section 9 – If additional guidance is needed for Appendix D Personal Time Off (PTO) the Jefferson County Personnel Administration Manual may be referenced. Nothing herein shall prevent an employee from addressing disputes of interpretation of Appendix D through the grievance procedure.

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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