

COLLECTIVELY BARGAINED AGREEMENT

FOR

WORKING CONDITIONS

BETWEEN

YAKIMA COUNTY DISTRICT COURT

AND

COUNCIL 2,
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
REPRESENTING

**LOCAL 87- CLERICAL EMPLOYEES
OF YAKIMA COUNTY DISTRICT COURT**

January 1, 2023 – December 31, 2024

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PREAMBLE

This Agreement entered into by the County of Yakima, specifically, Yakima County District Court, hereinafter referred to as the Employer, and Council 2, of the Washington State Council of County and City Employees, representing, Local 87 of the American Federation of State County and Municipal Employees, AFL-CIO, referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of employment working conditions.

This District Court Working Conditions CBA, which is under the jurisdiction of the District Court Judges and the District Court Administrator, is normally read together with the AFSCME Master CBA regarding common terms and conditions; Provided, however, the District Court Judges and the District Court Administrator have the final and determinative right to decide the outcome of issues relating to working conditions. Working conditions means those terms and conditions addressing the work environment which do not directly impact fiscal issues. Examples of working conditions, but not limited thereto, would be hours of work, overtime, layoffs, PTO questions, definitions, job postings and promotions, seniority, discipline, grievance procedures, etc.

SUBORDINATE TO STATUTES

This Agreement shall be subordinate to the ordinances, resolutions, and regulations governing the Employer and to the statutes of the State of Washington. However, an ordinance relating directly to working conditions, insofar as it applies to employees covered by this Agreement, may not be changed during the term of the Agreement unless the Employer notifies the Union of the change and, upon request of the Union, negotiates concerning the change.

PRODUCTIVITY

The Employer and the Union agree to work together to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency.

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all regular full time, regular part time, and probationary clerical employees of the Yakima County District Court of Yakima County, excluding Administrators, Managers, confidential employees, of the Employer for which the Union has been certified in Labor and Industries Case S.K.-1447 as collective bargaining representatives as provided by RCW 41.56, Public Employee's Collective Bargaining Act.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered by the Employer in accordance with the Employer's prerogative.

- 1.2 The Employer's prerogatives include, but are not limited to, the following matters:
 - A. The right to establish lawful work rules and procedures.

 - B. The right to schedule work and overtime work, and the time, place, methods and processes by which the work is to be performed in a manner most advantageous to the Employer.

 - C. The right to hire, transfer, lay off and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.

 - D. The right to discipline, suspend or discharge an employee for just cause in accordance with the provisions of this Agreement.

 - E. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.

 - F. The right to assign employees incidental duties connected with operations, not enumerated in job descriptions.

 - G. The right to take actions as may be necessary to carry out Employer services in emergencies.

- 1.3 Nothing in this Agreement shall be interpreted to detract from or circumscribe the trust placed in the Yakima County District Court Judges, and the rights and obligations owed by them to the electorate.

- 1.4 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.

ARTICLE 2 - EMPLOYEE RIGHTS

- 2.1
 - A. Pursuant to their Weingarten and Loudermill rights, employees may request the presence of a union representative at any meeting between Management and the employee if the meeting is called for disciplinary reasons. The unavailability of the union representative shall not delay the meeting for more than three days. The union representative's absence shall not impede, delay, or preclude immediate action by Management as allowed by Article 15 on Discipline and Work Rules. Questioning

of an employee during a Weingarten meeting may be recorded, subject to mutual agreement. Upon request, a copy of any recording made during the Weingarten interview shall be provided to either party.

- B. An employee shall be given the opportunity to sign evaluative and disciplinary materials placed in the employee's personnel file to show that the employee has read the material.
 - C. Employees have the right to attach rebuttals to any evaluative and disciplinary materials in their personnel file.
 - D. Employees shall take the initiative to schedule a meeting with Department of Human Resources staff to purge outdated materials from their personnel file.
- 2.2 Employees have the right to examine their personnel file as is maintained by the Yakima County Human Resources Department. An authorized representative of the Union may examine an employee personnel file if the employee so authorizes in writing. A copy of any material placed into an employee's file relating to job performance or personal character shall be given to the employee.
- 2.3 Safe and healthful working conditions are recognized as mutually beneficial to internal employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management or to the Central Safety Committee. Management shall investigate and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.
- 2.4 The Employer shall post a complete set of work rules on the County's internal employee website. Work rules, policies and procedures specific to District Court may also be circulated to employees by the District Court Administrator via email. Employees shall familiarize themselves with the rules. If the Employer proposes to change existing rules or add new rules, the Employer shall give notice to the Union of the proposed changes or additions and provide a reasonable opportunity for the Union to request a labor/management meeting to discuss the proposal. Employees will be given at least seven days notification prior to a new rule becoming effective. A change in work rules is significant if it affects hours of work, working conditions, benefits, or if violation of the changed work rule could result in a person being subjected to discipline. The Employer may adopt new or amended rules without notice to the union in the event of a bona fide emergency.
- 2.5 Any complaint involving the application of new or existing rules or the collective bargaining agreement shall be resolved through the grievance procedure. Any employee within the bargaining unit who may feel aggrieved may seek remedy by the grievance procedure provided in this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.1 There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of membership or non-membership in the Union because of age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C Status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, political belief, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, or state, or local law unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

ARTICLE 4 - UNION - MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 4.3 Labor management meetings may be scheduled, at which time matters involving hours and working conditions affecting employees covered by this Agreement will be discussed.
- A. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen working days from the date of request for a meeting. Requests shall be in writing and contain the items at issue. The request shall be sent to the District Court Administrator with a copy to the Presiding Judge or his or her designee.
 - B. Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting. The agenda may be supplemented by additions made by the other party. The Employer shall furnish the Union with a copy of the final agenda three working days prior to the date of the meeting, when practicable.
 - C. Disposition of matters covered in a labor management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
 - D. The Employer may require that the meeting be held during non-working hours.
- 4.4 Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient location, to be used by the Union for sanctioned union notices only.

ARTICLE 5 - DEFINITIONS

- 5.1 The following definitions apply throughout the Agreement unless the context indicates another meaning:

- A. Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
- B. Discharge/Dismissal: The termination of employment of an employee by the Employer pursuant to the provisions of Article 13 – Discipline/Work Rules..
- C. Employees defined as follows:
 - 1) Regular Full-Time: An employee shall be considered a regular full-time employee if he or she performs bargaining unit work on a full-time basis (37.5 to 40) hours per week) and has successfully completed a probationary period.
 - 2) Regular Part-Time – twenty (20) hours and over: Employees who perform bargaining unit work on a scheduled basis, for twenty (20) hours or more per week but less than full-time and who have completed a probationary period..
 - 3) Regular Part-Time – less than twenty (20) hours: Employees who perform bargaining unit work for less than twenty (20) hours per week on a scheduled basis or for a sufficient period of time during each week to demonstrate a substantial and continuing interest in employment.
 - 4) Extra Help: Employees who work for a period of less than five months during a calendar year, less than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or when employment is necessitated by work load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.
- D. Position: A group of duties and responsibilities normally assigned to an employee.
- E. Probationary Period: The trial period of employment following appointment to a position shall continue for up to twelve (12) months unless sooner terminated or satisfied. The Employer may extend the probationary period up to two months, and the Union will be notified by the Employer. Probationary employees are subject to termination without just cause and without any recourse.
- F. Office Supervisor(s): A term referring to the District Court Office Supervisor(s).

ARTICLE 6 - HOURS OF WORK

- 6.1 Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest and lunch periods. References to consecutive hours of work in the balance of this Article shall be construed to include rest and lunch periods.
- 6.2 Work Week: The regular work week shall consist of five consecutive work days, Monday through Friday, inclusive; provided, however, if it is determined by the Employer involved, that a need exists for a change in the work schedule of certain employees within certain departments, the regular work week may be established to consist of four consecutive work days.
- 6.3 Work Day/Shift, General: The Employer shall exercise its prerogative in determining the number of hours to be worked in each work day. Regular hours may be varied in accordance with the different work requirements of certain departments. The options for consecutive hours of work include; seven and one-half consecutive hours of work, eight consecutive hours of work, ten consecutive hours of work, within the twenty-four-hour period.
- 6.4 Any change in the regular work schedule will require no less than a fifteen day prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to the Employer.

ARTICLE 7 - OVERTIME/COMPENSATORY TIME

- 7.1 All overtime must be properly authorized by an Office Supervisor(s) or designee.
- 7.2 Overtime shall be distributed as equally as practical among employees within a department. No employee will be required to cancel a scheduled shift to avoid payment of overtime. However, the Employer reserves the right to change shifts as needed for emergency operations. In case of an emergency where an employee works considerable overtime, a scheduled shift may be changed or canceled to provide the employee with adequate time to rest.
- 7.3 Employees may elect to receive payment for overtime by way of compensatory time off. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and Office Supervisor(s); permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.
- 7.4 Compensatory time may be carried over from one (1) calendar year to the next by mutual consent between the employer and the employee.
- 7.5 Employees will receive payment for overtime worked in the payroll cycle encompassing the work period in which the overtime was actually worked if doing so is feasible under the Employer's payroll system. In all other instances, overtime will be paid to employees

in the following payroll cycle. This section shall not apply to overtime for which Employees have elected to be compensated for in compensatory time off pursuant to Section 7.3.

ARTICLE 8 - SENIORITY

- 8.1 Bargaining Unit Seniority: Bargaining Unit Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.
- 8.2 Classification Seniority: Classification Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.
- A. The classification seniority for an employee reclassified pursuant to Article 10 of this Agreement shall commence six (6) months prior to the effective date of the reclassification.
- 8.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probation period. The employee's earned bargaining unit seniority and classification seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of lay-off, the employee will not earn bargaining unit seniority or classification seniority during the period of absence. In the case of authorized leave of absence without pay, the employee will not earn bargaining unit seniority or classification seniority during the period of absence if the period of absence in any pay period is more than half of the employees scheduled work hours for the pay period. Bargaining unit seniority and classification seniority terminate when an employee resigns, retires, is discharged or is not rehired within one year of lay-off.

ARTICLE 9 - LAY-OFF AND RECALL

Section 9.1 was addressed in the AFSCME Master CBA as a reopener to be addressed in 2023. The outcome of that discussion will impact this Working Conditions Article. There are aspects of the District Court work force which will need to have special terms based on District Court Judges' and District Court Administrator's decisions about the needs of District Court.

- 9.1 The District Court Judges and the District Court Administrator, in consultation with the Human Resources Department, shall be the sole determiners of when layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees in the affected classification(s) will be laid off, by department, in the following order:
- A. Extra Help employees, inclusive of short term, intermittent, temporary student, casual, seasonal and project workers;

- B. Probationary employees; and
 - C. In the event of further reductions in force, employees will be laid off from the affected job classifications, giving initial consideration to bargaining unit seniority; provided, however, consideration shall also be given to employee work history and performance as documented in the personnel file maintained by the County Human Resources Department, and the ability of retained employees to perform remaining work available without further training. When two or more employees have relatively equal performance, work experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least bargaining unit seniority will be laid off first.
 - D. Employees shall be provided with two (2) weeks' notice of their layoff status.
- 9.2 Employees who are laid off shall be placed on recall status for a period of fifteen (15) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.
- 9.3 When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification.
- 9.4 Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status.
- 9.5 Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within fifteen (15) months from the date of the layoff shall have previously accrued bargaining unit seniority, classification seniority, and sick leave prior to layoff restored. Recalled employees shall not be required to serve an additional probationary period.

ARTICLE 10 - JOB POSTING, PROMOTIONS

- 10.1 Job Posting: The District Court Judges, or the District Court Administrator shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
- A. If Management determines the need to fill a vacancy or new position, the opening shall be posted for seven (7) calendar days, with copies to be posted within the affected department and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed to the Union and employees on layoff status.
 - B. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Human Resources Department on or before the closing date.

- C. The District Court Judges or the District Court Administrator shall have the right to make a selection of the applicant for the position based on ability, past performance, experience and competence.
- D. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the District Court Judges or the District Court Administrator may select a candidate from the applicant pool from the previous recruitment. The vacancy must occur within ninety (90) days of the closing date of the previous job announcement.

10.2 In-House Postings for Vacancies

- A. Where two or more in-house employees apply for the same in-house vacancy, qualifications, seniority and past job performance will be taken into consideration upon the decision to fill the position or job assignment.

10.3 Promotions: Insofar as practical, first consideration shall be given to applicants within the department when promotional vacancies occur. Second consideration will be given to applicants from other County departments. First consideration and second consideration does not necessarily mean the Employer is obligated to fill the promotional vacancy with an existing Department employee and/or an existing other County department employee. The Employer seeks to fill the vacancy with the best qualified applicant. In the event the Employer determines the vacancy would be better filled by a more qualified applicant from outside County employment (general public), then the Employer has the right to make such a selection.

- A. An employee who is promoted within a department or to a position in another department, and fails to satisfactorily complete the applicable performance probation period, may revert to a vacant position, if available, in the former classification.

ARTICLE 11 - PAID TIME OFF (PTO) AND SICK LEAVE/EXTENDED SICK LEAVE

11.1 Scheduling and use of PTO Leave

- A. PTO leave shall not be taken without prior approval by the employee's supervisor or designee. An employee may take all or any portion of the PTO leave at any time, providing the total continuous working days of PTO leave taken shall not exceed 320 hours, after which time, if not taken, shall lapse pay period by pay period. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may be charged against an Employee's current leave accrual balance in quarter-hour increments. Leave may not be taken before it is accrued. Any leave taken prior to accrual of such leave shall be considered a leave of absence without pay and deducted from the employee's monthly paycheck. Employees will be allowed to take PTO leave, if at all possible, when desired. PTO leave should be

scheduled as far in advance as possible. A two-week prior notice is customary and usual for leaves of five (5) or more days in length, but not required.

- B. PTO leave may be used for any purpose; however, employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work, if the employee has been absent for more than three (3) consecutive days due to the employee's injury or illness.
- C. PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.

11.2 Reporting and Use of Sick Leave

- A. Reporting: Any employee who, for any reason, must take sick leave shall, as soon as possible, notify his or her immediate supervisor, or the District Court Administrator. A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury.
- B. Sick leave may be taken for any of the following reasons:
 - 1) Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
 - 2) Doctor appointments for employees or dependents under the age of eighteen (18).
 - 3) When the employee's attendance is required to care for the employee's spouse, registered domestic partner, child, step-child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
 - 4) An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three (3) days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece, nephew, unless living in the employee's household, in which case the three (3) day limitation would apply.
 - 5) Employees may only use the actual number of days sick leave accumulated.

- 6) Sick leave cannot be claimed for the employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Employer to present a written doctor's certification stating the nature, extent and length of the illness.
- 7) Employees may use five (5) days of sick leave for bereavement leave for death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, step-child, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece, or nephew unless living in the employee's household.

ARTICLE 12- OTHER LEAVES

- 12.1 Requests for leave of absence without pay may be granted by the District Court Administrator for a period not to exceed six months. The employee shall submit a request for leave without pay, in writing to the District Court Administrator stating the reason for the request and expected length of the absence.

ARTICLE 13 - DISCIPLINE/WORK RULES

- 13.1 The District Court Presiding Judge, District Court Administrator or appropriate designee, may administer the following Disciplinary Actions:
 - A. Oral reprimand.
 - B. Written reprimand.
 - C. Suspension from work without pay.
 - D. Demotion. (NOTE: demotion means reduction in classification and pay)
 - E. Discharge or termination.

Note: Written reprimands shall not be subject to the grievance procedures.

- 13.2 The following violations of Yakima County and/or Yakima County District Court policies and/or rules may result in reprimand, suspension, demotion, discharge or termination. This list is not meant to be all-inclusive. These are simply examples of behavior that may result in disciplinary action up to and including discharge or termination.
 - A. Unlawful discrimination or harassment.
 - B. Consuming intoxicants or illegal drugs excluding drugs taken by prescription while on duty.

- C. Reporting for duty under the influence of intoxicants or illegal drugs.
- D. Convictions for alcohol or drug offenses.
- E. Disobedience to a legal request by your supervisor.
- F. Incompetence, inability to comply with or support goals of Yakima County District Court relating to the amount and quality of work.
- G. Deliberate destruction of the property of the Employer, another employee, or a member of the public.
- H. Neglect of duty.
- I. Violation of the Court Confidentiality Agreement.
- J. Unexcused discourtesy to the public.
- K. Refusal to comply with Court rules provided that such rules shall be posted in each department where they may be read by all employees.
- L. Disorderly conduct.
- M. Sleeping on duty.
- N. Giving or taking of a bribe of any nature.
- O. Failure to report for duty without a bona fide reason.
- P. Excessive absenteeism for any reason except illness while the employee is receiving sick leave or annual leave or is on approved leave of absence.
- Q. Borrowing or taking tools, equipment, or other property of the court for private or personal use. However, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedure.
- R. Misuse of sick leave policies.
- S. Violation of No-Strike clause.
- T. Dishonesty or falsification of official county records.
- U. Abandonment of work post.

- 13.3 The disciplinary action taken depends upon the seriousness of the affected employee's conduct as determined by the District Court Presiding Judge, the District Court Administrator or appropriate designee. The disciplinary actions listed in 13.1 may be implemented without regard to the order indicated above. The District Court Presiding Judge, the District Court Administrator or appropriate designee may implement disciplinary action by way of written reprimand coupled with a suspension or it may be determined that the cause is of such a serious nature as to warrant a written reprimand and a suspension. Normally, disciplinary action will be administered in progressive fashion.
- 13.4 The District Court Presiding Judge, the District Court Administrator or appropriate designee may suspend, discharge or terminate an employee for just cause. The specified charges shall be made available to the employee in writing at the time the action is taken. An employee may not be suspended for more than thirty (30) working days.
- 13.5 When circumstances are such that the retention of the employee will likely result in disruption of Court programs, damage to, or loss of County property, or be injurious to the County employee, fellow employees or the services provided by the County, the District Court Presiding Judge, the District Court Administrator or appropriate designee may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the court no later than three working days after the action became effective.
- 13.6 Employees shall comply with all existing rules provided the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.
- 13.7 Employees shall be apprised of charges or complaints by a third party which management may consider damaging to the employee's work record. If management initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in the allegations shall be made available to the employee.
- 13.8 Administrative leave: At the discretion of District Court Presiding Judge, the District Court Administrator or appropriate designee, an employee may be placed on administrative leave pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Employees on administrative leave shall receive base salary only. Such administrative leave is not disciplinary action and shall not be subject to the grievance process. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 13.9 Employees may request letters of reprimand be removed from files after two years, excluding suspensions, demotions and terminations, provided they were not issued in conjunction with other discipline, and provided that no discipline has been imposed since the letter was issued.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 It is the policy of the Yakima County District Court to treat all employees in a fair and equitable manner. Each employee of the Yakima County District Court will be provided an opportunity to resolve matters that the employee believes are unjust. Grievance procedure forms and instructions are available to each employee from Yakima County Human Resources Department. Employees have the right to present their grievances without fear of reprisal. Employees are strongly encouraged to follow the informal procedure detailed below.

14.2 Grievances: Any grievance or dispute which may arise between the parties, concerning the application meaning or interpretation of this Agreement or the application, interpretation or violation of rules and regulations and core values of Yakima County District Court, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process found in this Article is final and binding. Written reprimands shall not be subject to the grievance procedures. The parties may agree to extend any time limits contained in this Agreement in writing. Both parties agree that they will meet at each step of the grievance procedure, if necessary, in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing.

Should the employee or Union fail to comply with the prescribed time frames, the grievance is resolved. Should the employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to proceed to the next step.

All settlements reached in accordance with this Article at any step, shall be in writing and signed by the authorized representatives of the Union and employer.

A. The alleged grievance must contain the following:

- 1) The specific contract provision violated.
- 2) The specific action(s) that occurred.
- 3) The names of the employee(s) affected by the alleged contract violation.
- 4) When the alleged violation occurred.
- 5) The remedy sought.

14.3 Informal Procedure: Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner.

A. Experience suggests that most conflicts and problems that arise in the workplace can be resolved informally, without invoking formal grievance procedures.

Employees are encouraged to discuss the issue with the person with whom the problem has arisen. If a satisfactory solution is not forthcoming, the employee should then discuss the matter with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the employee should then put the concerns in writing to the:

- 1) Office Supervisor to facilitate resolution, rather than to file a formal grievance.

14.4 Formal Procedures: Occasionally, it is not possible to resolve a problem informally. In such cases, an employee may elect to file a formal grievance. The following steps must be taken in order to file a formal grievance. The timelines must be adhered to in order to preserve the employee's rights under this Article.

STEP 1. Immediate Supervisor: The employee shall present the grievance or dispute in writing within ten (10) working days of the decision, action, or incident giving rise to the grievance to the employee's immediate supervisor. The written grievance shall state the parties involved, the action or decision being contested, any applicable policy, an explanation of why the action or decision is inappropriate, and the remedy sought. The primary involved parties shall receive a copy of the charge. The employee's supervisor shall respond to the employee in writing within thirty (30) calendar days.

STEP 2. District Court Administrator: If the grievance is not satisfactorily resolved, the employee shall submit an appeal in writing to the District Court Administrator within thirty (30) calendar days after receiving the response from the supervisor. The District Court Administrator shall respond to the employee in writing within thirty (30) calendar days.

STEP 3. Designated District Court Judge or Court Commissioner: If the grievance is not satisfactorily resolved at the District Court Administrator's level, the employee may appeal the matter to the designated District Court Judge or Court Commissioner appointed by the Presiding or Assistant Presiding Judge to hear the matter.

1. A written appeal shall be filed with the District Court Administrator (or the designee appointed by the Presiding Judges) within thirty (30) calendar days of receiving the response from the District Court Administrator (or the designee appointed by the Presiding Judges).
2. The Judge or Commissioner appointed to hear the grievance shall schedule a hearing within a reasonable time following the filing of the written appeal, but no more than thirty (30) calendar days from the date the grievance was received by the District Court Administrator at step 3.
3. The appointed Judge or Commissioner will conduct a hearing to determine the final Findings of Fact and Decision. At the conclusion of the hearing, but no later than thirty (30) calendar days from said hearing, the Judge or Commissioner hearing the grievance shall prepare a written decision which shall be final and binding on all

parties. That final decision shall be forwarded to the Union and the grieving employee.

Paid Status: Grievant and witnesses who normally would be working during a grievance proceeding will be paid at their regular rate of pay by the employer. This will not include overtime.

Time Limitations: The prescribed time limits may be extended by mutual written agreement. The interpretation of “days” where work days is referenced within this Article is construed to be normal workdays (Monday through Friday) exclusive of official court holidays. Calendar days as reference in this Article is construed to mean consecutive days exclusive of official court holidays. Violations of time limits by management will result in a grievance being moved to the next step. Violations of time limits by employees will result in the grievance being forever waived and lost.

ARTICLE 15 - SAVINGS

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

ARTICLE 16 - AMENDMENTS

- 16.1 In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this Agreement, as provided for in Article 4 - Union/Management Relations. The notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to this Agreement, or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet, within a reasonable time after such notice is given, for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

ARTICLE 17 - ENTIRE AGREEMENT

- 17.1 This document shall constitute the complete working conditions agreement by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

ARTICLE 18 - DURATION

- 18.1 This Agreement shall be effective as of the first day following signature by both parties, and shall remain in full force and effect until December 31, 2024.

18.2 The terms and conditions of this Agreement shall remain in effect during the negotiation process and/or mediation; provided, however, if the parties are at an impasse, then either party may terminate this Agreement by written notice to the other party. It is understood and agreed that all expenditures contemplated within this Agreement must first meet all requirements and procedures pursuant to Washington State and/or Federal Statutory Laws as well as other pertinent underlying contracts, *i.e.*, insurance contracts and other existing contracts

[Signature page follows.]

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this _____ day of _____ 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Dusty Morford, Staff Representative

Alfred G. Schweppe, Presiding Judge
Yakima County District Court

Kerrie Maybe, Local 87 President

Therese Murphy, District Court Administrator
Yakima County District Court

Adopted Copy Available at
Yakima County Human Resources
128 N. 2nd Street, Room B27
Yakima, WA 98901

Judy Kendall, Interim Human Resources Director
Yakima County