

Agreement by and between

UFCW 21 and Jefferson County



Effective 1/1/2015 – 12/31/2017



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

My Union Representative:

My Union Steward:

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A G R E E M E N T
by and between
JEFFERSON COUNTY
and
UFCW 21

Date of Adoption 2015 through December 31, 2017

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.
- 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entered into by the parties hereto as relating to items covered herein are in all things mutually canceled and superseded by this Agreement.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:

- 2.6 Persons who provide services to the County pursuant to a personal services contract shall be part of the bargaining unit and shall receive the benefit of this Agreement except where the personal services contract provided 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 21 (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 It shall be a condition of employment that all employees of the County covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

- 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 quarterly basis. The Employer shall advise the Union of newly hired employees within ten (10) days of their date of hire. 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 quarterly 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 Manager) 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 proscribed 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

7.1 The Employer and Union have agreed to provide coverage under the Retail Clerks Welfare Trust. The contribution shall be established pursuant to the Trust Agreement set forth in section 7.2 below. The Employer agrees to accept the Employer Trustees as their designated Trustees and to abide by the rules of the Plan.

7.1.1 The Employer and employees shall split the cost of Section 7.1 medical benefits 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.

- 7.2 A technical amendment to this contract will be done when language acceptable to the Union and the County, as provided by the union, is to be added to this contract.

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 there from. 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 Sick leave is not appropriate and will not be authorized for death in the employee's family except as per 8.3.2

- 8.2.4 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.

- 8.2.5 Sick leave benefits shall apply only to bona fide cases or sickness 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 (s)he would otherwise receive as provided herein.
- 8.2.6 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.

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.

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, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, 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.

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, but shall not be used until an employee obtains regular employee status.
- B. 0.0385 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. (80 hours maximum per year, 1st through 3rd year).
- C. 0.0462 hours per straight-time compensable hour commencing with the thirty-seventh month of employment and continuing through the sixtieth month of employment (96 hours maximum per year, 4th and 5th year).
- D. 0.0577 hours per straight-time compensable hour commencing with the sixty-first month of employment and continuing through the one hundred

twentieth month of employment (120 hours maximum per year, 6th through 10th year).

- E. 0.0616 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 (128 hours maximum per year, 11th through 15th year).
- F. 0.077 hours per straight-time compensable hour commencing with the one hundred eighty-first month of employment and for each month of employment thereafter (160 hours maximum per year, 16 years or more).
- G In addition to B above, one additional day (8 hours or less based on FTE) shall be available to employees covered by that section each calendar year. In addition to C and D two additional days (16 hours or less based on FTE) shall be available and to E and F three additional days (24 hours or less based on FTE) shall be available to each employee covered by such sections each calendar year. The additional days available pursuant to this section shall be treated as floating holidays and shall not be carried forward or payable upon termination.

- 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, an additional five (5) days may be carried over into the next calendar year and amounts in excess of fifteen (15) 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.

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
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.

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 other employees 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 on scheduled 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 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 there from for a period not to exceed six (6) weeks or as otherwise provided by law.

OTHER LEAVE:

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

FMLA LEAVE:

8.12 Employees off work on FMLA may 'hold back' two weeks (ten (10) paid days) of vacation 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.

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, 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:

Employees who moved from one position to another within the UFCW bargaining unit, 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 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 the 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 prior to any discipline 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 hearing board will be sent to the employee with a copy to the Union.

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 ten (10) 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 adjusted 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 shall reduce the grievance to writing and submit it to the appropriate Department Head within ten (10) 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 seven (7) 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 ten (10) working days of the meeting with the grievant.

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 following terms and conditions: 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.

11.6.2 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 principals 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. All wage adjustments, including steps, are subject to bargaining retroactivity to January 1, 2018.

13.1.1 FOR THE TERM OF THIS AGREEMENT, Employees with 15 years of service and in step 13 for at least 12 months to receive a onetime lump sum of \$800.00 on 15th year and each following anniversary. Employees with 20 years of County service and in step 13 for over 12 months to receive \$1,200.00 on their 20th and thereafter anniversary.

13.1.2 The Union acknowledges that additional days of paid time off have been added to Section 8.4 of this Agreement as an addition to total compensation package.

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 20 hours of 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. Progression in Steps 6 through 15 is predicated on achieving Mandatory Training.

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. Each Department will include in its Mandatory Training a "training module" addressing "situational management" including behavioral situations encountered in the workplace.

13.6.2 Required training will be considered work time and the cost of training programs will be paid by the Employer. **Failure by a Supervisor to establish a training plan or to schedule training periods for employees IS A VIOLATION OF THIS AGREEMENT AND SUBJECT TO CHARGES AGAINST THE SUPERVISOR.**

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.

13.7.1 Auditor employees scheduled for a split shift in order to secure ballots at offsite locations shall receive one (1) hour of additional pay in addition to actual time worked in that day. This additional hour may be banked by mutual agreement between the Auditor and employee. Effective with elections occurring after the full adoption of this Agreement the one (1) hour will become two (2) hours.

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 weeks 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.

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 2017.

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

In witness whereof, the parties have signed this Collective Bargaining Agreement as ratified on the _____ day of _____ 2015.

Local 21 United Food &
Commercial Workers
International Union

Jefferson County Commissioners
Jefferson County, Washington

Todd Crosby, President
Date: _____

David Sullivan,
Chairman of the Board
Date: _____

Local 21 U F C W
Bargaining Representative

County Administrator
Jefferson County, Washington

James Crow,
Collective Bargaining Representative
Date: _____

Philip Morley,
County Administrator
Date: _____

UFCW 21 – Employee Negotiating Committee:

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, one only, on authorization (see * Appendix B)	Community Development
District Court Clerk I to District Court Clerk II	District Court
Environmental Health Specialist I to Environmental Health Specialist II	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, one only, on authorization (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
Superior Court Clerk I to Superior Court Clerk II	Superior Court Clerk
Superior Court Clerk I/Courthouse Fac to Superior Court Clerk II/Courthouse Fac.	Superior Court Clerk

APPENDIX – B CLASSIFICATIONS

EMPLOYEE TITLES AND CLASSIFICATIONS

With new grade assignments as stated in Appendix “C” – 2008 Wage Table
And in Appendix “C” – 2009 Wage Table

<u><i>ALL DEPARTMENTS</i></u>	<u><i>Grade</i></u>	<u><i>DEPARTMENTS</i></u>	<u><i>Grade</i></u>
Account Clerk I	19		
Account Clerk II	22		
Administrative Assistant	22		
Administrative Clk (Sr.)*	21		
Administrative Clk	18		
Secretary/Receptionist	17		
 ASSESSOR		 HEALTH & HUMAN SERVICES	
Commercial Appraiser	32	Support Services	
Senior Residential Appraiser	31	Clinic Support/Med. Records Clk	22
Residential Appraiser	28	Financial Operations Coordinator	27
Appraiser Trainee	25	Financial Support Specialist	24
Assessor Technician III*	29	Medical Records/Data Specialist	23
Assessor Technician II	27	Insurance Billing Clerk	22
Assessor Technician I	25	Medical Records Clerk	22
Cartographer	22	Medical Records Clk/Clinical Sup	22
 AUDITOR		Public Health Assistant	23
Elections Coordinator	32	Receptionist	18
Audit Specialist	23	Women/Infant/Child Prgm Clk	22
Elections Specialist	23		
Elections Technician	21	Community Health	
 COOPERATIVE EXTENSION		Nurse Practitioner	42
Program Asst. II	21	Public Health Nurse III*	37
Program Asst. I	18	Public Health Assessment & Program Coordinator	35
 DISTRICT COURT		Public Health Nurse II	35
District Court Clerk II	22	Public Health Nurse I	32
District Court Clerk I	20	Community Health Analyst	30
 Probation:		Community Health Educator	31
Probation Counselor II	33	Community Health Nurse	29
Probation Counselor I	31	Nutritionist	34
Probation Assistant	26	 Environmental Health	
Adult Probation Clerk II	22	Env. Health Specialist .III*	35
Adult Probation Clerk I	20	Env. Health Specialist. II	32
 FACILITIES MAINTENANCE		Environmental Health Educator	30
Lead Custodian	25	Env. Health Specialist. I	29
Custodian	22	Env. Health Technician	24
Custodian Aide	18	Permit Tech III*	26
		Permit Tech II	24
		Permit Tech I	22
		 Human Services	
		Substance Abuse Cord	29
		Prevention Specialist	29
		Development Disability Cord	30
		 Water Quality	
		Environmental Specialist II	34
		Environmental Specialist I	31

DEPARTMENTS **Grade**

JUVENILE SERVICES

Probation Counselor II	33
Probation Counselor I	31
GAL Coordinator	31
Community Services Coordinator	26
Probation Assistant	26
Fiscal & Grants Coordinator	24
Juv. Court Services II	22
Juv. Court Services I	20

COMMUNITY DEVELOPMENT

Development Review

Associate Planner	33
Assistant Planner	30
Office Coordinator	27
Planning Technician	22

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*	26
Community Development Tech II	24
Community Development Tech I	22

Planning

Senior Planner	35
Associate Planner	33
Assistant Planner	30
Planning Technician	22
Planning Clerk II	22
Planning Clerk I	20

PROSECUTING ATTORNEY

Support Enforcement Officer	27
Sr. Legal Assistant	26
Legal Assistant	24
Legal Technician	22
Crime Vic/Witness Coordinator	28
Crime Victim Advocate	25

DEPARTMENTS **Grade**

RECREATION

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

SHERIFF

Cook	24
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SUPERIOR COURT

Court Administrator Lead	28
Deputy Court Administrator	24
SC Clerk II/Courthouse Facilitator	24
Juvenile Court Coordinator	23
Superior Court Clerk II	22
Superior Court Clk I/Courthse Fac.	21
Superior Court Clerk I	20

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.

APPENDIX – C WAGE TABLE 2015

EFFECTIVE JANUARY 1, 2015 through December 31, 2017

WAGE TABLE 2015		12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	
Increase from prior yr	1	2	3	4	5	6	7	8	9	10	11	12	
1.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	1.00%	1.00%	
10	10.15	10.41	10.67	10.93	11.21	11.49	11.77	12.07	12.37	12.68	12.81	12.93	13.07
11	10.52	10.78	11.05	11.33	11.61	11.90	12.20	12.50	12.82	13.14	13.27	13.40	13.54
12	10.92	11.19	11.47	11.76	12.05	12.35	12.66	12.98	13.30	13.64	13.77	13.91	14.05
13	11.32	11.60	11.89	12.19	12.49	12.81	13.13	13.45	13.79	14.14	14.28	14.42	14.57
14	11.74	12.03	12.33	12.64	12.96	13.28	13.61	13.95	14.30	14.66	14.81	14.96	15.11
15	12.17	12.47	12.79	13.11	13.43	13.77	14.11	14.47	14.83	15.20	15.35	15.50	15.66
16	12.62	12.94	13.26	13.59	13.93	14.28	14.64	15.00	15.38	15.76	15.92	16.08	16.24
17	13.11	13.43	13.77	14.11	14.47	14.83	15.20	15.58	15.97	16.37	16.53	16.70	16.87
18	13.59	13.93	14.28	14.63	15.00	15.37	15.76	16.15	16.56	16.97	17.14	17.31	17.49
19	14.11	14.47	14.83	15.20	15.58	15.97	16.37	16.78	17.20	17.63	17.80	17.98	18.16
20	14.64	15.01	15.38	15.77	16.16	16.56	16.98	17.40	17.84	18.28	18.47	18.65	18.84
21	15.19	15.57	15.95	16.35	16.76	17.18	17.61	18.05	18.50	18.97	19.15	19.35	19.54
22	15.77	16.17	16.57	16.99	17.41	17.85	18.29	18.75	19.22	19.70	19.90	20.10	20.30
23	16.36	16.77	17.19	17.62	18.06	18.51	18.98	19.45	19.94	20.44	20.64	20.85	21.06
24	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.18	20.68	21.20	21.41	21.62	21.84
25	17.62	18.06	18.52	18.98	19.45	19.94	20.44	20.95	21.47	22.01	22.23	22.45	22.68
26	18.29	18.74	19.21	19.69	20.18	20.69	21.21	21.74	22.28	22.84	23.07	23.30	23.53
27	18.95	19.42	19.91	20.41	20.92	21.44	21.97	22.52	23.09	23.66	23.90	24.14	24.39
28	19.69	20.19	20.69	21.21	21.74	22.28	22.84	23.41	24.00	24.60	24.84	25.09	25.35
29	20.41	20.92	21.44	21.98	22.53	23.09	23.67	24.26	24.87	25.49	25.74	26.00	26.27
30	21.18	21.71	22.25	22.80	23.37	23.96	24.56	25.17	25.80	26.45	26.71	26.98	27.25
31	21.96	22.51	23.08	23.65	24.24	24.85	25.47	26.11	26.76	27.43	27.71	27.98	28.27
32	22.77	23.34	23.93	24.52	25.14	25.77	26.41	27.07	27.75	28.44	28.73	29.01	29.31
33	23.63	24.22	24.82	25.44	26.08	26.73	27.40	28.08	28.78	29.50	29.80	30.10	30.41
34	24.54	25.15	25.78	26.43	27.09	27.76	28.46	29.17	29.90	30.65	30.95	31.26	31.58
35	25.44	26.08	26.73	27.40	28.08	28.79	29.51	30.24	31.00	31.78	32.09	32.41	32.75
36	26.39	27.05	27.73	28.42	29.13	29.86	30.60	31.37	32.15	32.96	33.29	33.62	33.96
37	27.39	28.07	28.77	29.49	30.23	30.99	31.76	32.56	33.37	34.20	34.55	34.89	35.25
38	28.39	29.10	29.82	30.57	31.33	32.12	32.92	33.74	34.59	35.45	35.80	36.16	36.53
39	29.48	30.22	30.97	31.75	32.54	33.35	34.19	35.04	35.92	36.82	37.18	37.56	37.94
40	30.58	31.35	32.13	32.93	33.76	34.60	35.47	36.35	37.26	38.19	38.58	38.96	39.36
41	31.73	32.52	33.33	34.17	35.02	35.90	36.79	37.71	38.66	39.62	40.02	40.42	40.83
42	32.93	33.75	34.59	35.46	36.34	37.25	38.18	39.14	40.12	41.12	41.53	41.95	42.38
43	34.17	35.02	35.90	36.79	37.71	38.66	39.62	40.61	41.63	42.67	43.10	43.53	43.97
44	35.45	36.33	37.24	38.17	39.13	40.11	41.11	42.14	43.19	44.27	44.71	45.16	45.62
45	36.78	37.70	38.64	39.61	40.60	41.62	42.66	43.72	44.82	45.94	46.40	46.86	47.34

APPENDIX – C WAGE TABLE 2016
Effective January 1, 2015 through December 31, 2017

WAGE TABLE 2016		12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Increase from prior yr	1	2	3	4	5	6	7	8	9	10	11	12	13
1.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	1.00%	1.00%	1.00%
10	10.25	10.51	10.77	11.04	11.32	11.60	11.89	12.19	12.49	12.81	12.93	13.06	13.19
11	10.63	10.89	11.16	11.44	11.73	12.02	12.32	12.63	12.95	13.27	13.40	13.54	13.67
12	11.03	11.30	11.59	11.88	12.17	12.48	12.79	13.11	13.44	13.77	13.91	14.05	14.19
13	11.43	11.72	12.01	12.31	12.62	12.93	13.26	13.59	13.93	14.28	14.42	14.56	14.71
14	11.86	12.15	12.46	12.77	13.09	13.41	13.75	14.09	14.45	14.81	14.96	15.10	15.26
15	12.29	12.60	12.91	13.24	13.57	13.91	14.25	14.61	14.98	15.35	15.50	15.66	15.82
16	12.75	13.07	13.39	13.73	14.07	14.42	14.78	15.15	15.53	15.92	16.08	16.24	16.40
17	13.24	13.57	13.91	14.25	14.61	14.98	15.35	15.73	16.13	16.53	16.70	16.86	17.03
18	13.72	14.07	14.42	14.78	15.15	15.53	15.92	16.31	16.72	17.14	17.31	17.48	17.66
19	14.26	14.61	14.98	15.35	15.74	16.13	16.53	16.95	17.37	17.80	17.98	18.16	18.34
20	14.79	15.16	15.53	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.65	18.84	19.03
21	15.34	15.72	16.11	16.52	16.93	17.35	17.79	18.23	18.69	19.15	19.35	19.54	19.74
22	15.93	16.33	16.74	17.16	17.59	18.03	18.48	18.94	19.41	19.90	20.10	20.30	20.50
23	16.53	16.94	17.36	17.80	18.24	18.70	19.17	19.65	20.14	20.64	20.85	21.05	21.27
24	17.14	17.57	18.01	18.46	18.92	19.40	19.88	20.38	20.89	21.41	21.62	21.84	22.06
25	17.80	18.25	18.70	19.17	19.65	20.14	20.64	21.16	21.69	22.23	22.45	22.68	22.90
26	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.95	22.50	23.07	23.30	23.53	23.76
27	19.14	19.62	20.11	20.61	21.12	21.65	22.19	22.75	23.32	23.90	24.14	24.38	24.62
28	19.89	20.39	20.90	21.42	21.96	22.51	23.07	23.64	24.24	24.84	25.09	25.34	25.59
29	20.61	21.13	21.66	22.20	22.75	23.32	23.91	24.50	25.12	25.74	26.00	26.26	26.52
30	21.39	21.92	22.47	23.03	23.61	24.20	24.80	25.42	26.06	26.71	26.98	27.25	27.52
31	22.18	22.74	23.31	23.89	24.49	25.10	25.73	26.37	27.03	27.71	27.98	28.26	28.54
32	23.00	23.58	24.17	24.77	25.39	26.02	26.67	27.34	28.03	28.73	29.01	29.30	29.60
33	23.86	24.46	25.07	25.70	26.34	27.00	27.67	28.36	29.07	29.80	30.10	30.40	30.70
34	24.78	25.40	26.04	26.69	27.36	28.04	28.74	29.46	30.20	30.95	31.26	31.57	31.89
35	25.70	26.34	27.00	27.67	28.37	29.07	29.80	30.55	31.31	32.09	32.41	32.74	33.07
36	26.65	27.32	28.00	28.70	29.42	30.16	30.91	31.68	32.47	33.29	33.62	33.95	34.29
37	27.66	28.35	29.06	29.79	30.53	31.30	32.08	32.88	33.70	34.55	34.89	35.24	35.59
38	28.67	29.39	30.12	30.87	31.65	32.44	33.25	34.08	34.93	35.80	36.16	36.52	36.89
39	29.77	30.52	31.28	32.06	32.86	33.69	34.53	35.39	36.28	37.18	37.56	37.93	38.31
40	30.89	31.66	32.45	33.26	34.09	34.95	35.82	36.72	37.63	38.58	38.96	39.35	39.74
41	32.05	32.85	33.67	34.51	35.37	36.25	37.16	38.09	39.04	40.02	40.42	40.82	41.23
42	33.26	34.09	34.94	35.81	36.71	37.63	38.57	39.53	40.52	41.53	41.95	42.37	42.79
43	34.51	35.37	36.25	37.16	38.09	39.04	40.02	41.02	42.04	43.10	43.53	43.96	44.40
44	35.80	36.70	37.62	38.56	39.52	40.51	41.52	42.56	43.62	44.71	45.16	45.61	46.07
45	37.15	38.08	39.03	40.01	41.01	42.03	43.08	44.16	45.26	46.40	46.86	47.33	47.80

APPENDIX – C WAGE TABLE 2017
Effective January 1, 2015 through December 31, 2017

WAGE TABLE 2017		12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Increase from prior yr	1	2	3	4	5	6	7	8	9	10	11	12	13
1.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	1.00%	1.00%	1.00%
10	10.41	10.67	10.93	11.21	11.49	11.78	12.07	12.37	12.68	13.00	13.13	13.26	13.39
11	10.78	11.05	11.33	11.61	11.90	12.20	12.51	12.82	13.14	13.47	13.60	13.74	13.88
12	11.19	11.47	11.76	12.05	12.36	12.66	12.98	13.31	13.64	13.98	14.12	14.26	14.40
13	11.60	11.89	12.19	12.50	12.81	13.13	13.46	13.79	14.14	14.49	14.64	14.78	14.93
14	12.03	12.34	12.64	12.96	13.28	13.62	13.96	14.30	14.66	15.03	15.18	15.33	15.48
15	12.48	12.79	13.11	13.44	13.77	14.12	14.47	14.83	15.20	15.58	15.74	15.89	16.05
16	12.94	13.26	13.59	13.93	14.28	14.64	15.01	15.38	15.77	16.16	16.32	16.48	16.65
17	13.43	13.77	14.11	14.47	14.83	15.20	15.58	15.97	16.37	16.78	16.95	17.12	17.29
18	13.93	14.28	14.64	15.00	15.38	15.76	16.15	16.56	16.97	17.40	17.57	17.75	17.92
19	14.47	14.83	15.20	15.58	15.97	16.37	16.78	17.20	17.63	18.07	18.25	18.43	18.62
20	15.01	15.38	15.77	16.16	16.57	16.98	17.40	17.84	18.29	18.74	18.93	19.12	19.31
21	15.57	15.96	16.36	16.77	17.18	17.61	18.05	18.51	18.97	19.44	19.64	19.83	20.03
22	16.17	16.58	16.99	17.41	17.85	18.30	18.75	19.22	19.70	20.20	20.40	20.60	20.81
23	16.77	17.19	17.62	18.06	18.52	18.98	19.45	19.94	20.44	20.95	21.16	21.37	21.58
24	17.40	17.83	18.28	18.74	19.21	19.69	20.18	20.68	21.20	21.73	21.95	22.17	22.39
25	18.07	18.52	18.98	19.46	19.94	20.44	20.95	21.48	22.01	22.56	22.79	23.02	23.25
26	18.75	19.21	19.70	20.19	20.69	21.21	21.74	22.28	22.84	23.41	23.65	23.88	24.12
27	19.42	19.91	20.41	20.92	21.44	21.98	22.53	23.09	23.67	24.26	24.50	24.75	24.99
28	20.19	20.69	21.21	21.74	22.29	22.84	23.41	24.00	24.60	25.21	25.47	25.72	25.98
29	20.92	21.45	21.98	22.53	23.09	23.67	24.26	24.87	25.49	26.13	26.39	26.65	26.92
30	21.71	22.25	22.81	23.38	23.96	24.56	25.18	25.81	26.45	27.11	27.38	27.66	27.93
31	22.52	23.08	23.66	24.25	24.85	25.48	26.11	26.77	27.43	28.12	28.40	28.69	28.97
32	23.35	23.93	24.53	25.14	25.77	26.41	27.07	27.75	28.45	29.16	29.45	29.74	30.04
33	24.22	24.82	25.45	26.08	26.73	27.40	28.09	28.79	29.51	30.25	30.55	30.85	31.16
34	25.16	25.79	26.43	27.09	27.77	28.46	29.17	29.90	30.65	31.42	31.73	32.05	32.37
35	26.08	26.74	27.40	28.09	28.79	29.51	30.25	31.00	31.78	32.57	32.90	33.23	33.56
36	27.05	27.73	28.42	29.13	29.86	30.61	31.37	32.16	32.96	33.79	34.12	34.46	34.81
37	28.08	28.78	29.50	30.24	30.99	31.77	32.56	33.37	34.21	35.06	35.41	35.77	36.13
38	29.10	29.83	30.57	31.34	32.12	32.92	33.75	34.59	35.46	36.34	36.71	37.07	37.44
39	30.22	30.98	31.75	32.54	33.36	34.19	35.05	35.92	36.82	37.74	38.12	38.50	38.88
40	31.35	32.14	32.94	33.76	34.61	35.47	36.36	37.27	38.20	39.15	39.55	39.94	40.34
41	32.53	33.34	34.17	35.03	35.90	36.80	37.72	38.66	39.63	40.62	41.03	41.44	41.85
42	33.75	34.60	35.46	36.35	37.26	38.19	39.14	40.12	41.13	42.15	42.58	43.00	43.43
43	35.03	35.90	36.80	37.72	38.66	39.63	40.62	41.63	42.67	43.74	44.18	44.62	45.07
44	36.34	37.25	38.18	39.13	40.11	41.12	42.14	43.20	44.28	45.38	45.84	46.30	46.76
45	37.71	38.65	39.62	40.61	41.62	42.66	43.73	44.82	45.94	47.09	47.56	48.04	48.52

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 44,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

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Todd Crosby, President • Faye Guenther, Secretary-Treasurer

**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**