

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Settlement of Disputes:

Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, 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. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer. Grievances will be submitted to the employees immediate supervisor with a copy to **Labor Relations** ~~the HR Manager~~. Grievances may be submitted in person ~~by regular mail~~ or by e-mail. Grievances will be submitted on the official Union Grievance form.

18.3.2 Step 2: Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Elected Official/Department Head or his/her designee's decision, to the **Senior HR Director or their designee** ~~Human Resources Director~~. Within five (5) working days of receipt of the complaint, the **Senior HR Director or their designee** ~~Human Resources Director~~ will set a date to hear the complaint. The **Senior HR Director or their designee** ~~Human Resources Director~~ shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

18.3.3 Step 3: Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the **Senior HR Director or their designee** ~~Human Resources Director~~ is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

18.6 Liability:

The Union and the Employees have a duty to bring any disparities and issues forward as soon as they are known; therefore, no monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which

the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of ~~forty-five (45)~~ one hundred eighty (180) days prior to the date the claim was first filed in writing. This provision shall not apply to statutory State/Federal wage decisions or an arbitrator's decision regarding suspension or discharge.

TENTATIVE AGREEMENT REACHED ON: 04/18/2022

Natalie Hilderbrand

[Natalie Hilderbrand \(Apr 27, 2022 10:46 PDT\)](#)

For the Union:



For the County:

ARTICLE 15 – COMPENSATORY TIME

15.9 Comp. Time:

15.9.1 Compensatory Time:

- A. **With prior approval from their Supervisor**, employees can adjust their schedules each day if necessary to prevent creating overtime or comp. time, ~~with prior approval from their Supervisor.~~
- B. Employees must receive prior written approval from their Supervisor before they work hours in addition to their normal schedule, unless their attendance is required in Court **or an essential personnel emergency situation.**
- C. By mutual agreement, overtime work may be compensated by compensatory time off at the rate of time and one half (1 1/2) subject to the following restrictions:
 1. **Compensatory time when earned shall be placed in the employee's comp. time bank at the rate of 1.5x hours for every hour worked. For example: If an employee works two (2) hours of overtime, three (3) hours of comp. time will be added to the employee's comp. time bank.** Compensatory time off shall be used within six (6) month of the time it was earned. If compensatory time off has not been used within six (6) months, it shall be paid at the **employee's current hourly rate of pay.** ~~time and one half (1 1/2) rate.~~
 2. No employee shall have more than thirty-seven and one half (**37.50** ~~37 1/2~~) ~~hours,~~ or forty (40) hours ~~if an eight (8) hour day,~~ of compensatory time on the books. Compensatory time off may be taken at times mutually agreeable between the Employer and the employee.
 3. Compensatory time may be used only when replacement is not required and will not create an additional expense for the Department.
 4. If an employee frequently requests compensatory time or overtime, their schedule will be reviewed and a flex schedule should be considered by both the employee and the Department.

~~15.9.2 The Department shall post cumulative comp. time earned monthly.~~

TENTATIVE AGREEMENT REACHED ON: 04/18/2022

Natalie Hilderbrand

Natalie Hilderbrand (Apr 27, 2022 10:46 PDT)

For the Union:



For the County:

ARTICLE 13 - LEAVES OF ABSENCE

13.3 Compensation for Absences Due to Widespread Emergency:

13.3.1 If County offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to ~~personal holiday time~~, accrued **PTO** ~~vacation or accrued~~ **and/or** comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

13.3.2 Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time **in their defined work week** at a maximum of seven and one-half (7½) or eight (8) hours within two (2) ~~weeks~~.

13.3.3 In the event the Board, after consultation with the Sheriff, determines to close County operations and directs employees to go home, all but essential personnel shall be released and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time.

TENTATIVE AGREEMENT REACHED ON: 04/26/2022

Natalie Hilderbrand
Natalie Hilderbrand (Apr 27, 2022 10:46 PDT)

For the Union:

John East

For the County:









Tentative Agreements

Final Audit Report

2022-04-27

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