

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**COUNCIL 2**

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO  
LOCAL 120 – JUVENILE COURT UNIT (AFSCME 120J)**

**January 1, 2022 – December 31, 2023**

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STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO  
LOCAL NO. 120 – JUVENILE COURT UNIT (AFSCME 120J)**

**ARTICLE 1**

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO; and Washington State Council of County and City Employees, AFSCME, Council 2, hereinafter referred to as the "Union."

**ARTICLE 2 - NON-DISCRIMINATION**

2.1 Neither the Employer, Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; gender; marital status; national origin; age; sexual orientation; or sensory, mental or physical disability.

2.2 No employee shall be discharged or disciplined because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

**ARTICLE 3 - RECOGNITION AND UNION SECURITY**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time and regular part-time employees employed in the job classifications of Juvenile Probation Counselor 1 and 2, Drug/Alcohol Counselor 1 and 2, Juvenile Diversion Coordinator, Case Aide Monitors, Office Assistant 1 and 2, Legal Assistant 2 in Juvenile Court, and Juvenile Court Services Assistant, but excluding supervisors, confidential employees, and all others.

3.2 The County agrees that upon written or electronic authorization of any employee who is a member of the Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, and only dues, as certified by the Union. The County shall continue to deduct dues at rates specified by the Union. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the

first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written authorization. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deductions.

3.3 The Union shall indemnify the County against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken or not taken by the County for the purpose of complying with any of the provisions of Section 3.2.

3.4 Authorized officers and shop stewards of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visit shall not interfere with the work process or cause undue interruption of the employee's work schedule.

3.5 The Pierce County Juvenile Court Administrative Policy Manual and/or the Pierce County Charter shall prevail in matters affecting policies relating to employees working under the jurisdiction of this Agreement. However, if provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with the Pierce County Juvenile Court Administrative Policy Manual and/or the Pierce County Charter pertaining thereto, the terms of this Agreement shall prevail.

3.6 The Bargaining Unit status of new positions instituted by the Employer shall be made after taking into consideration the following elements of the job. The community of interests, similarities of duties, required skills, interchange, working conditions and organizational level of the positions as provided by R.C.W. 41.56.060. Any dispute in applying this Section may be resolved in accordance with the applicable law, R.C.W. 41.56.060. The grievance procedure shall not apply in issues pertaining to this Section.

3.7 The staff representative of the Union may meet with the Director of Human Resources or designee, at a mutually convenient prearranged time, at the request of either party, to discuss matters of concern or interest to either party. Such meetings shall be for the purpose of communications, but shall not constitute negotiations nor be constituted to violate or vacate the grievance procedure.

3.8 The Employer shall provide a seniority list, by classification, for each bargaining unit covered by this contract each January annually.

3.9 The County agrees to allow the Union to use a designated department bulletin board in an employee lunch or break room for the purpose of posting notices of Union meetings, Union election returns, Union appointments to office, Union recreational or social affairs, etc. The Union shall be solely responsible for material placed upon the boards by the appropriate Union representative.

3.10 – Labor-Management Committee. The Juvenile Court and the Union agree to establish a Labor-Management Committee. The purpose of this committee shall be to resolve issues constructively and to provide a forum for an exchange of ideas. The committee shall not have the authority to alter this agreement, nor shall it substitute for the grievance procedure. The Union may appoint up to four (4) members to attend such meetings with Employer representatives,

without loss of pay, to the extent that such meetings are scheduled during the working hours of the members so attending. The committee shall meet upon request from either the Union or the Employer, but not more frequently than four (4) times per calendar year.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the right and prerogative in accordance with applicable laws, regulations and the Pierce County Charter, subject only to the limitations stated in this Agreement:

1. To plan, direct, control and determine all the operations and services of the Employer.
2. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees.
3. To schedule and assign work.
4. To establish reasonable work and performance standards and, from time to time, to change those standards.
5. To assign overtime.
6. To determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased.
7. To make and enforce reasonable rules and regulations.
8. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to only Step 3 of the grievance process.)
9. To change or eliminate existing methods, equipment, or facilities.

4.2 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained. Any employee who operates a County vehicle must notify his/her immediate supervisor no later than the next business day if the employee's driver's license, including CDL and/or any work-related endorsements, is suspended, revoked or otherwise becomes invalid.

4.3 When the County has reason to believe that an employee is under the influence of alcohol and/or controlled substances, the County may require the employee to submit to reasonable

suspicion alcohol and/or controlled substances testing. The testing methods and thresholds for screening specimens shall be in accordance with the Pierce County Alcohol and Controlled Substances Testing Program. These standards are mandated by Federal law for specified employees with a CDL and are currently set by the Department of Health and Human Services (DHHS). If the confirmatory test results are negative, all samples shall be destroyed and any reference to the testing shall be expunged from the employee's personnel file.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

**5.1 - Work Week.** The normal workweek for full-time employees shall be five (5) consecutive days of eight (8) hours work, exclusive of a lunch period, to normally be worked Monday through Friday. It is intended that full-time employees will have a paid rest period of up to fifteen (15) minutes during each half of a scheduled work shift. Rest periods shall be scheduled to be taken as near the mid-point of each half shift as possible, subject to the operational needs of the department. A "day" is defined in this contract as the employee's standard biweekly hours divided by ten.

**5.2 - Alternative Work Schedules.** To account for shifting work requirements, the immediate supervisor may approve an employee's request to flex hours, provided the employee is compensated the number of hours regularly scheduled for that work week. Alternate work schedules may also be approved but must be mutually agreed to in writing by both the employee and the Court Administrator or designee.

**5.3 - Change in Work Schedules.** The employer has the right to modify an employee's regular weekly or daily schedule based on its assessment of service needs and requirements. Modifications will be preceded by seven (7) calendar days written notification to the affected employee(s) except in the event of an emergency, as determined by the Court Administrator or designee. In an emergency, as much notice as is practical will be provided to the affected employee(s).

Employees will not be mandatorily sent home after working a partial day in order to avoid overtime pay, unless mutually agreed to by both the employee and the supervisor.

**5.4 - Overtime.** Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond 40 hours per week. Payment for authorized overtime shall be pay, or may be compensated in the form of compensatory time by mutual agreement of the employer and employee at the time earned. Overtime shall require prior approval from the employee's immediate supervisor. However, under emergency circumstances where the employee's supervisor is not available to grant prior authorization or where the emergency nature of the overtime work makes prior contact with the supervisor impractical; the employee working such overtime shall immediately contact the supervisor for authorization to continue the overtime as soon as the emergency circumstances permit.

**5.5 - Compensatory Time.** Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time shall be accrued at the rate of one and one-half times the actual hours for which overtime payment would otherwise have been made.

**5.6 - No pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

5.7 - Call Back. Employees called back to work by a Probation Supervisor or Manager after the end of their scheduled work day and after having left the worksite shall receive a minimum of two (2) hours pay or the actual number of hours worked, whichever is greater, at the appropriate rate of pay.

5.8 - Telephone Use. Employees who are contacted by phone by a Juvenile Court manager or supervisor outside of their scheduled work hours will be paid eighteen (18) minutes of compensation at the appropriate rate of pay for telephone use lasting between one and eighteen minutes. If an initial use exceeds eighteen (18) minutes, the employee shall be paid for the actual time worked. The eighteen (18) minute minimum for the initial telephone use will only be paid one time per 24-hour period. However, if additional telephone use occurs after the first eighteen (18) minute minimum, the actual minutes spent on each additional use shall be added to the initial eighteen (18) minutes. The amount of time compensated shall be rounded up to the nearest 1/10<sup>th</sup> of an hour.

## **ARTICLE 6 - WAGES**

### 6.1 - Wages.

6.1.2 – 2022: Effective January 10, 2022, or the pay cycle following ratification by the bargaining unit, whichever is later, employees shall be granted a general wage increase of two point nine percent (2.9%).

6.1.3 – 2023: Effective January 9, 2023, employees shall be granted a general wage increase equal to ninety percent (90%) of the Seattle-Tacoma-Bellevue CPI-U increase reported in July 2022 (for information from June 2022 compared to the twelve (12) months beginning June 2021), but not less than two percent (2%) nor greater than four percent (4%).

Employees shown in the Pay and Class Plan as "Y rate" shall receive no general wage increase adjustment in accordance with this section. At such time as the top pay rate of their classification meets or exceeds their "Y rate," the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for general wage increase adjustments.

6.2 - Step Plan. Employees on a step range will be eligible to receive periodic step increments upon the accrual of twenty-six (26) accruable pay cycles. The salary rate of employees will be automatically increased "one step increment" on their periodic increment date through the midpoint of the salary range, while increases to steps above the midpoint will be for merit upon consideration of a performance appraisal which reflects full performance or greater.

Employees will be eligible for step increases on the first day following the accrual of twenty-six accruable pay cycles. Such consideration shall be given annually until an employee reaches the maximum step of the salary range.

For the purposes of this section, "one step increment" is defined as follows: For compensation grade profiles identified with "inc 2", one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the



pay range, with the last possible step being the highest step in the range. (Example: Employees on Step 1 would advance incrementally to steps 3, 5, 7, 9 and 10.) For compensation grade profiles identified with “inc 1”, one step increment will be defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 1 would advance incrementally to 2, 3, 4, 5, etc.).

Employees on steps past the midpoint in their range will be reviewed each year pursuant to performance evaluation to retain their step. If they are rated non-meritorious, then they will be moved to the next lower one-step-increment in six months (13 pay cycles) provided they do not achieve a merit rating on the subsequent evaluation to be conducted at the end of those six (6) months.

Performance evaluations are not subject to the grievance procedure.

6.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly pay stubs by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit.

6.4 - Mileage. Employees are expected to use County vehicles whenever available. Employees who are authorized to use their private vehicle for County business or in the performance of official duties shall receive reimbursement at the rate permitted by the IRS, for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round-trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven by employees between their usual place of residence and usual work location. Should, during the term of this agreement, the County pay a higher mileage rate for any other bargaining group, the higher rate shall supersede the rate set forth herein.

6.5 - Longevity. Employees who currently qualify for participation in the longevity program will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after January 1, 1983, shall not be eligible or participate in the longevity program.

6.6 - Pay for Work Performed in a Higher Classification. Employees who are approved for temporary assignment to perform substantially all of the duties of a higher classification for a full work day or more shall have their salary raised to the next higher rate within the pay range of the new assignment which will provide an increase of at least five (5) percent over the pay rate received prior to the special duty assignment. Such assignment may only be made by the Appointing Authority. Payment for working out-of-class shall apply to hours worked only.

6.7 - Specialty Pay. Employees who are responsible for facilitating, co-facilitating, or coordinating evidence-based programs and promising practices programs shall be compensated an additional five (5) percent above the employee’s regular base rate of pay when those special duties (i.e., facilitating) are performed during work hours. This does not include preparation time.

Employees who are performing Quality Assurance Specialist duties shall be compensated an additional five (5) percent above the employee's regular base rate of pay when those special duties are performed during work hours.

6.8 - Licenses and Certifications. The County shall continue to pay for all licenses, certifications, or continuing education as required by their current classification.

## ARTICLE 7 - SENIORITY

7.1 - Seniority. Except as provided in Section 7.2, "seniority" is the amount of continuous service within all operations of Pierce County Juvenile Court. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period," which will normally be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 3 contained herein. An employee shall lose seniority under this Agreement for the following reasons:

1. Retirement,
2. Voluntary termination,
3. Discharge for cause,
4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence,
6. Unpaid absence from work, for reason other than layoff or military leave, for a period in excess of twelve (12) consecutive months, and/or
7. Layoff of more than twenty-four (24) consecutive months.

The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service."

7.2 County employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific program.

7.3 Promotions to higher job classifications covered by this Agreement shall be in accordance with the Juvenile Court Administrative Guidelines.

7.4 - Layoffs. When the Employer determines it is necessary to reduce the work force in classifications within a Bargaining Unit, regular full-time and part-time employees will be laid off based upon experience, skill, ability and qualifications to do the work with less than thirty (30) days retraining, provided employees with the least seniority will be laid off first when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while there are temporary, or probationary employees serving in the same or lower classification in that

classification series in the same Bargaining Unit. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies or private grant funding with less than two and one-half (2-1/2) weeks' notice to the Employer.

Bumping rights shall only apply in the employee's present classification and lower classifications in the same series for which the employee is qualified or prior lower classification in a different series the employee has held status within the AFSCME Local 120-Juvenile bargaining unit. Employees being laid off shall keep the Employer's Human Resources Office informed of their current address and telephone number.

7.5 - Recall within Bargaining Units. When the Juvenile Court again recalls employees in a Bargaining Unit after there has been a layoff in that Bargaining Unit, it shall first recall those employees who were laid off from that Bargaining Unit in reverse order of their layoff, if they are available for work. Employees will have recall rights to their most current classification and other equal or lower classifications in which they have held status as a regular employee in their respective bargaining unit for up to twenty-four (24) months from date of layoff. Such recalled employees shall return with County seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the Juvenile Court within fourteen (14) calendar days, shall be removed from the recall register.

7.6 - Project/Grant Employees. Employees hired to perform tasks as a part of a limited term special project or utilizing limited term grant funding shall not be eligible to "bump" or displace a bargaining unit employee not a part of the project or grant. Such employees shall not be subject to bumping by bargaining unit employees who are not a part of the project or grant. Employees hired as a part of the limited term project or grant shall be so notified in writing at the time of hire.

## **ARTICLE 8 - VACATIONS**

### 8.1

8.1.1 Regular full-time employees hired on or after January 1, 1983, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

<u>Year of Employment</u>	<u>Paid Vacation Days</u>
During the Applicable Continuous Accruable 1st through 3rd year	12 days
4th through 7th year	16 days
8th through 13th year	20 days
14th through 18th year	23 days

An additional day per year to a maximum of 30 days per year.

8.1.2 Effective January 1, 1983, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1983. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Section 8.1.1.

8.2 Part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

8.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay cycles of employment. New employees terminating before they have completed thirteen (13) accruable pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.

8.4 Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment.

8.5 Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per year from one calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated vacation leave.

8.6 It is the intent that employees take their accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements as determined by the Juvenile Court Administrator (or designee) that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

## **ARTICLE 9 - HOLIDAYS**

9.1 Employees covered by this agreement shall be granted the following holidays off during the term of this agreement:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Two Personal Holidays

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls on a Saturday, the preceding Friday shall be the holiday. The employee must be on paid status on the normal workday preceding and following such holiday.

9.2 Regular full-time and regular part-time employees shall receive two paid "personal" holidays. Paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later cancelled by the County. In such instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

Regular full-time and regular part-time employees hired on January 1 or the first workday following January 1 shall accrue and be eligible to use paid personal holidays during that year. Employees hired after the first workday of the year shall not be eligible to accrue or use paid personal holidays during that year.

9.3 Part-time employees regularly scheduled to work one half a normal workweek or more shall be eligible for a pro-rata portion of holiday pay based on their standard bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy (70) percent of their standard work week.

9.4 If an employee is required to work on a County-observed holiday which falls on the employee's regularly scheduled workday, the employee shall be compensated for the holiday at the straight-time rate and shall be compensated at the time and one-half overtime rate for hours worked.

## **ARTICLE 10 - SICK LEAVE**

10.1 Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per pay cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per pay cycle, with no upper limit. Regular and limited duration part-time employees shall earn a pro-rata portion of sick leave based upon their authorized scheduled bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle, excluding overtime and standby pay. However, no employee shall earn less than one (1) hour of sick leave for every forty hours worked. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle.

### 10.2 – Permissible Uses of Sick Leave.

10.2.1 Sick leave shall be paid at the employee's appropriate rate of pay for the employee's own needs for the following conditions:

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical

diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical care;

- b. To allow the employee to provide care for a family member (as defined below in Section 10.2.2), with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- c. When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or
- d. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

10.2.2 The family members to whom this section applies are defined by RCW 49.46.210 and include:

- a. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- b. Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- c. Siblings;
- d. Spouse;
- e. Grandparent;
- f. Domestic partner; and
- g. Grandchild.

Domestic partner is defined in the Pierce County Administrative Guidelines for the Career Service and County Code Chapter 3.98, which requires an affidavit be filed with the Human Resources Department.

10.2.3 Family Care Leave: An employee may use the paid leave of their choice subject to the provisions of this subsection under the circumstances listed below. If the employee chooses to use paid leave other than sick leave, such leave shall be paid at the employee's regular straight-time base hourly rate of pay.

- a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:
  1. Medical conditions requiring medication which cannot be self administered;
  2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;
  3. Any condition warranting preventive health care such as physical, dental, optical or immunization services when a parent must be present to authorize;
  4. Any other circumstance which would constitute a permissible use of sick leave for the employee.
- b. A serious health condition or emergency condition of a spouse, domestic partner, parent, parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self care, which requires the employee's presence. Such leave shall only be approved for the duration of the condition.

10.3 Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave misuse and may at any time during the course of that investigation, and to the extent allowed by law, request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose as set forth in this Article. Except in cases of sick leave misuse, employees' use of sick leave shall not be used as a criteria for performance evaluations.

10.4 In order to qualify for sick leave pay, an employee must report to their supervisor (or designee) the reason for his/her absence at the earliest possible time to enable the Employer to find a replacement, but no later than the beginning of the scheduled working day, unless impracticable, with notice as soon as feasible of the anticipated date of return to work. A health care provider's verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.462.210(1)(c), the expected duration and that the employee is unable to work, or the same information for care of a family member, may be required for sick leave in excess of five (5) consecutive workdays. The health care provider's letter may be required to be updated in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

10.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accumulated compensatory time and accrued vacation to make up the difference between the Worker's Compensation Benefits and the employee's base hourly wage.

10.6 Effective January 1, 1983, eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall have the option, upon written agreement, to be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly rate of pay for unused accrued sick leave days.
2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), at the employee's base hourly rate of pay for unused accrued sick leave days.
3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave days.

In no event shall such compensation exceed two hundred (200) days.

10.7 An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall have the option, upon written agreement, to be compensated for ten percent (10%) of the employee's unused accrued sick leave days to date of separation not to exceed two hundred (200) days, at the employee's base hourly rate of pay.

10.8 Eligible employees are considered to be retired for purposes of sick leave compensation and early retirement for medical insurance when they have met the required qualifications for service retirement under their State of Washington Retirement System and have elected to receive either a lump-sum payment in lieu of retirement or have elected to receive a service or disability retirement benefit.

10.9 All references to "day" in this Article shall refer to the employee's standard hours per day (bi-weekly hours per pay cycle divided by ten), to a maximum of eight hours.

## **ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE**

11.1 - Jury Duty. Time off with pay will be granted for jury duty to regular full and part-time employees. The employee shall be paid the difference between the fees received for such service, excluding travel fees, and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

### 11.2 - Bereavement Leave.

11.2.1 In the event of a death of a family member of a regular full-time or part-time employee, including those serving the initial probationary period, three (3) working days off to a maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to attend the funeral or complete burial arrangements for each death which occurs. A regular part-time employee shall receive a pro rata share of bereavement leave based on



the employee's standard hours in a work week. The family members to whom this section applies are spouse, domestic partner, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse/domestic partner of the employee. Family members also include biological, adopted, step, in-law, or foster members. An additional three days of bereavement leave may be granted if authorized by the Department Director or designee in writing if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

11.2.2 Authorized use of the additional three days of bereavement leave in Article 11.2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training or drills, not exceeding a total of twenty-one (21) days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

## **ARTICLE 12 - UNPAID LEAVES OF ABSENCE**

12.1 - Eligibility. A leave of absence without pay may be granted with approval of the Juvenile Court Administrator or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the Juvenile Court Administrator or designee, plus the Human Resources Director or designee.

12.2 - Effect on Benefits. All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying their own medical benefit cost while in an unpaid leave status to ensure continued coverage. Those hours covered by time-loss payments through the County's workers' compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

All leaves without pay should be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following information:

1. Reason for requesting the leave.
2. Date leave is to begin.

3. Date of return to work.

Failure of an employee to return from a leave of absence within the time interval approved will be subject to termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with approval of the Human Resources Director or designee.

12.3 - Discontinuance of Benefits. Unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed twelve (12) months.

12.4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.

12.5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. An employee requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

**ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE**

13.1 - Medical/Vision, Dental, and Life Insurance for Full-Time Employees. The employer will contribute an amount equal to ninety-six percent (96%) of the premium for each eligible full-time regular or limited duration employee for medical/vision insurance plans made available by the Public Employee Benefits Board (PEBB). Employees will be responsible for the remainder of the premium. Employees may opt out of these insurance benefits but will not receive any pay in lieu of premium payments. The employer shall pay the entire monthly premium cost for the dental plan selected by eligible full-time employees and the monthly premium for basic group term life insurance.

13.2 - Medical/Vision, Dental, and Life Insurance for Part-Time Employees. The employer will pay a pro-rata share of medical, dental and life insurance premium costs for eligible regular and limited duration part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to the regular workweek schedule of their department for those employees who elect coverage. Regular and limited duration part-time

employees shall pay, through automatic monthly payroll deduction, any employee contribution amounts listed in Section 13.1 above, in addition to their pro-rata share. Part-time employees who do not elect coverage will not receive any pay in lieu of the premium payments.

13.3 Regular and limited duration employees on authorized leaves of absence without pay shall be permitted to select continuation of their selected health benefit coverage, at the employees' expense, i.e. health insurance, dental insurance and/or life insurance, under the provisions of the Consolidated Omnibus Reconciliation Act (COBRA). Employees on authorized leaves of absence without pay who elect not to retain any coverage during the period of the leave of absence will be subject to plan re-enrollment and waiting period requirements. Employees on approved leave under the Family and Medical Leave Act of 1993, as amended, shall be provided benefit continuation in accordance with the provisions of that Act.

13.4 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

13.5 The employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code effective at the start of the first pay period beginning on or after January 1, 2020 and continuing for the duration of the agreement. The Employer shall pay any administrative premium or cost of the plan for the duration of the agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

13.6 - Definition of Full Time Employment. For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (ACA), regular and limited duration employees with regularly scheduled weekly hours of 30 or more will be considered full-time for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, this paragraph will become void and the County will immediately return to its previous definition of "full-time employee," upon which time only eligible regular and limited duration employees regularly scheduled to work the weekly number of hours equal to the regular work schedule of the department will be considered full-time.

#### **ARTICLE 14 - RETIREMENT**

All eligible employees shall be covered under the Washington State Public Employees' Retirement System or the Public Safety Employees' Retirement System and Social Security.

#### **ARTICLE 15 - WORKERS COMPENSATION**

The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

## ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 - Definition. A grievance shall be defined as a management interpretation or application of a provision(s) of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

16.2 - Procedure. If a decision is not returned to the employee within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance\appeal is not filed within the time limits, the grievance\appeal shall be considered resolved.

Letters of reprimand are subject to steps 1, 2 and 3 only of the grievance procedure contained herein.

Step 1. The grievance shall be filed by the union, employee or shop steward with his or her immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Supervisor shall meet with the employee. Within ten (10) working days thereafter, a written decision shall be given to the employee or the grievance shall be deemed denied.

Step 2. If a grievance is not settled at step 1, it may be presented to the Juvenile Court Administrator or designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Juvenile Court Administrator or designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative or the grievance shall be deemed denied.

Step 3. If the grievance is not resolved at step 2, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the County Executive or Labor Relations Designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Appeal of a suspension and/or discharge may be submitted directly to step 2 or step 3 (by mutual agreement of both the employer and the union), of the grievance procedure within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance.

Step 4. If a grievance is not resolved under step 3, the Union may request arbitration in writing to the County Executive or Labor Relations Designee within ten (10) working days from the date the decision was rendered at step 3 (only signatories to this agreement may advance a grievance to arbitration). As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

The time limits set forth above may be extended by mutual written agreement of the Employer and the Union.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees.

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the County Executive or Labor Relations Designee and Council 2 Representative.

16.5 Union class action grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more employees have essentially the same grievance they must collectively present and pursue their grievance(s).

## **ARTICLE 17 - EMPLOYEE RIGHTS**

17.1 Any employee in the Bargaining Unit, when being questioned in a pre-disciplinary meeting about matters which may result in discipline, suspension, demotion, and/or termination, has the right to have a union shop steward and/or union representative present within a reasonable length of time.

17.2 The questioning by the Employer shall be during normal County business hours. The questioning of the employee shall take place in a reasonably private location.

17.3 No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

17.4 At the request of the Union or the employee, the County will furnish the Union a copy of bargaining unit final disciplinary actions.

17.5 The Union and employees shall be notified prior to implementation of any new forms of electronic monitoring proposed by the Employer to be implemented on a routine and on-going basis for the primary purpose of monitoring employee safety, productivity, and performance. Any request for building entrance/exit data will require approval by the Juvenile Court Administrator prior to those specific records being accessed.

17.6 Review of Personnel File. Employees shall have the right to review their personnel file on break time, lunch time, or leave status, and request amendments of any statements in their file. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. Employee evaluations are subject to Steps 1, 2, and 3 only of the grievance procedures contained herein. All performance evaluations shall be shown to the employee (and counter signed by the employee to indicate compliance with this Section) before being included in the personnel file. An employee's signature does not necessarily indicate agreement.

## **ARTICLE 18 - NO STRIKE-NO LOCKOUT**

18.1 There shall be no work stoppage, slow down, boycott, sympathy strike, refusal to cross a picket line, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy, or regulation during the life of this Agreement.

18.2 Employees who refuse to cross a legal, primary picket line, as recognized by the Union, which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary action; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Employees will be required to work and cross a primary picket line as described in this paragraph, 18.2, when deemed necessary by the County, to assure public health and safety.

18.3 The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar circumstances for the protection of property shall not be deemed a lockout.

## **ARTICLE 19 - SAVINGS**

Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether such invalid provision should be amended or replaced.

## **ARTICLE 20 - PERSONAL LIABILITY**

Pierce County will defend employees, upon proper request, pursuant to Pierce County Code Chapter 2.120, against all claims or actions for damages brought or maintained against them arising out of the acts, errors or omissions in the performance or good faith attempt to perform their duties.

## **ARTICLE 21 - SUBCONTRACTING**

The Employer will notify the Union in accordance with applicable labor laws in advance of the proposed implementation of subcontracting out of Bargaining Unit work which would result in the termination or layoff of the Bargaining Unit employees.

## **ARTICLE 22 - SAFETY AND SANITATION**

The County agrees to provide a clean and sanitary work environment and comply with all applicable state and federal laws to ensure worker safety.

## **ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT**

23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.

23.2 The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

## **ARTICLE 24 - TERM OF AGREEMENT**

24.1 This Agreement shall be effective upon ratification by the County Council except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2023. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Union shall file such notice with the Director of Human Resources, the Employer with the directing business representative.

Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than 120 calendar days before expiration of the current agreement.

24.2 Amendments to this Agreement may be made during the term by the mutual agreement of both parties. Should either party wish to amend the Agreement, the request shall be made to the other party in writing. However, this does not bind either party to enter into negotiations on proposed amendments.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 5th day of April, 2022.

COUNCIL 2, WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY  
EMPLOYEES, AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME), AFL-CIO,  
LOCAL 120 JUVENILE UNIT (120J):

DocuSigned by:  
By: *Zach Dugovich*  
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ZACH DUGOVICH  
Staff Representative

PIERCE COUNTY:

DocuSigned by:  
By: *Bruce Dammeier*  
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BRUCE DAMMEIER  
County Executive

DocuSigned by:  
By: *Alicia Burton*  
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HONORABLE ALICIA M. BURTON  
Presiding Judge – Juvenile Court

DocuSigned by:  
By: *Lisa Hilligoss*  
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LISA HILLIGOSS  
Assistant Director of Human Resources



**APPENDIX A**

**REPRESENTED JOB CLASSIFICATIONS**

208600	Juvenile Probation Counselor 1 .....	Professional 04
208800	Juvenile Probation Counselor 2.....	Professional 06
331300	Drug and Alcohol Counselor 1.....	General 11
331500	Drug/Alcohol Counselor 2.....	Professional 03
214000	Juvenile Diversion Coordinator.....	Professional 03
215000	Case Aide Monitors .....	General 12
156000	Office Assistant 1 .....	General 05*
116700	Office Assistant 2 .....	General 11*
210400	Legal Assistant 2 .....	General 14
203800	Juvenile Court Services Assistant .....	General 19

Actual rates are based on payroll system calculation.

\*The reallocation outlined above will be effective January 10, 2022, following the application of the 2022 general wage increase outlined in Article 6.1.1 of this Agreement.