BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS 252 JUVENILE PROBATION CLERICAL GROUP FOR CALENDAR YEAR 2015

RESOLUTION NO. 15-388

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed the 2015 Collective Bargaining Agreement between Lewis County and Teamsters 252, representing Juvenile Probation Clerical Group; and

WHEREAS, it appears to be in the best public interest to authorize the execution of the said Collective Bargaining Agreement for Lewis County;

NOW, THEREFORE BE IT RESOLVED that the aforesaid Collective Bargaining Agreement between Lewis County and Teamsters 252 is hereby approved and the Board of County Commissioners is authorized to sign the same.

PASSED IN OPEN SESSION this 28th day of December, 2015.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

Edna J. Fund, Chair

Civil Deputy Prosecuting Attorney's Office

P.W. Schulte, Vice Chair

ATTEST:

Karri Muir, CMC, Clerk of the Board

Gary Stamper, Commissioner

SEAL LEWIS COUNTY WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S 1st COUNTY

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Employer Name	Labor Organization (Union) Name
Lewis County Juvenile - Detention	Teamsters Union Local 252
Address	Address
360 NW North Street	217 East Main Street
City / State / Zip Code	City / State / Zip Code
Chehalis WA 98532	Centralia WA 98531

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01/01/2015 to: 12/31/2015

☐ New Account ☒ Renewal — Account No. 126280 Approximate No. of Covered Employees 14

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) 91-6001351

Employer is: ☒ Public Entity ☐ Corporation - State of WA ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*		Monthly Rate
Medical Plan	☐ A ☐ B ☒ C ☐ Z	$846.90
Life/AD&D	☒ A - $30,000 Employee/$3,000 Dependent ☐ B - $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$8.60
Weekly Time Loss	☐ E - $500 ☒ A - $400 ☐ B - $300 ☐ C-$200 ☐ D-$100	$16.00
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only	$11.40
Domestic Partners	☐ Domestic Partners – Medical	$
Dental Plan	☒ A ☐ B ☐ C	$130.50
Domestic Partners	☐ Domestic Partners – Dental	$
Vision Plan	☒ EXT	$14.90
Domestic Partners	☐ Domestic Partners – Vision	$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS *- A Subscription Agreement must be submitted in advance of the effective date below.*

Contributions above are effective (month, year) January *, 20* 15 *based on employment in the prior month.*

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer Edward Sund **For Union** [signature]

Title/Assn Com. Chair Date 12/28/2015 Title Sec-Treas. Date 12/15/15

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

_____

Administrative Agent
Washington Teamsters Welfare Trust

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL #252

AND

LEWIS COUNTY JUVENILE COURT
(Juvenile Probation)

January 1, 2015 – December 31, 2015

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INTRODUCTION

1.1 Preamble

1.1.1 Lewis County, a political subdivision of the State of Washington, and Teamsters Union Local #252, hereinafter known as the "Union," do hereby enter into this agreement for the purposes of negotiating wages and benefits directly related to wages, hereinafter referred to as "wages" or "wage related matters," and other issues not involving wages and benefits directly related to wages, hereinafter referred to as "non-wage" or "non-wage related matters." Pursuant to RCW 41.56.030(1) the Employer for purposes of negotiating wages shall be the Lewis County Board of Commissioners, and the Employer for the purposes of negotiating non-wage related matters shall be the Superior Court judges or their designee.

1.2 Union - Management Relations

1.2.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

RECOGNITION

2.1 Scope of Bargaining Unit

2.1.1 For the purpose of collective bargaining with respect to wages, hours and working conditions, the Employer recognizes the Union as the designated representative of its employees in the Lewis County Superior Court, Juvenile Division, Probation and Office/Support Staff. Exempted positions are: Administrator, Assistant Administrator, Detention Manager, Office Manager, those employees other than regular full-time and regular part-time employees, and employees covered by a separate collective bargaining agreement.

MANAGEMENT RIGHTS

3.1 Customary Functions

3.1.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer and its management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees;

b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;

c) to determine the number of employees to be employed;

d) to hire employee, determine their qualifications and assign and direct their work;

e) to evaluate employees' performances;

f) to promote, demote, transfer, layoff and recall to work employees;

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g) to set the standards of productivity, the services and products to be produced;

h) to determine the amount and forms of compensation for employees;

i) to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;

j) to set the starting and quitting times and the number of hours and shifts to be worked;

k) to use independent contractors to perform work or services;

l) to subcontract, contract out; expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;

m) to control and regulate the use of facilities, equipment, and other property of the Employer;

n) to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;

o) to determine the number, location and operation of department, divisions and all other units of the Employer;

p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

3.2 Non-Waiver

3.2.1 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

3.3 Employer Options

3.3.1 The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

3.4 Performance Standards

3.4.1 The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work

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schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this Agreement. No revision of performance standards and/or policies shall be made without prior notification to the Union.

EMPLOYMENT POLICIES

4.1 Jury Duty

4.1.1 Employees shall be allowed time off without loss of pay for jury duty. Compensation received by the employee from a court shall be refunded to the Lewis County Treasurer. Employees shall be allowed to retain compensation for mileage expense incurred in the performance of jury duty.

4.2 Non-Discrimination

4.2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, sexual orientation, veteran, or mental or physical handicap.

4.2.2 Alleged violations of the non-discrimination provision shall be processed by submission by the employee of a complaint to the appropriate County, State, or Federal agency charged with the enforcement of such discrimination laws for investigation and adjudication of the complaint. The Union will provide the employee with the name, address, and phone number of the appropriate enforcement agency.

4.2.3 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

4.3 Union Security

4.3.1. The Employer and the Union agree that all employees holding positions covered under this Collective Bargaining Agreement shall meet one of the following conditions:

a) The Employer and the Union agree, as a condition of employment, that all present members of the Union shall remain members in good standing while holding positions included in the bargaining unit. All future employees, as a condition of employment, holding positions in the bargaining unit shall become and remain members in good standing after completing thirty (30) calendar days of employment.

b) The Employer and the Union agree that each must safeguard the right of an employee not to belong to a Union. If a legal objection is made by the employee, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

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4.3.3 The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4.4 Check-off of Union Dues and Initiation

4.4.1 Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 4.4.2., shall be likewise deducted and remitted to the appropriate charity.

4.4.2 Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

4.5 Personnel Files

4.5.1 Each employee shall have the right to inspect and review his or her personnel file, in accordance with the following proscriptions. The review and inspection shall be supervised by Employer or designee. The employee shall not alter or remove any document contained in the personnel file. Any third party agent, Union or otherwise of the employee shall be permitted review and inspection only if authorized, in advance and in writing, by the employee. Such inspection shall occur not more frequently than once per calendar year unless the Employer otherwise consents. The inspection time and date shall be at the mutual convenience of Employer and employee, but in any event shall not be later than ten (10) days following the employee's request.

4.5.2 An employee may provide rebutting written information to be included in the file if the file content, or any portion thereof, is believed by the employee to be irrelevant or incorrect and the Employer or designee refuses to remove such information.

4.5.3 No performance or disciplinary documentation will be placed in an employee's personnel file without notice to the employee.

4.6 Investigations

4.6.1 Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.

4.6.2 Whenever an employee is being interviewed by the Employer in circumstances that may lead to disciplinary action against the employee, the employee will be advised prior to the start of the interview of the subject of the interview and the right to have Union representation at the interview.

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4.6.3 Employees are entitled, at their option; to have Union representation during any investigatory interview conducted by Employer that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Employer's investigation.

4.6.4 The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered to be discipline and is not subject to the grievance procedure.

4.6.5 Any interview and questioning of an employee shall be conducted during the employee's shift unless the urgency of the matter dictates otherwise.

4.6.6 At the time of completion of the investigation of a non-criminal possible disciplinary matter, the Employer shall notify the employee in writing of such completion as soon as reasonably possible.

4.7 Just Cause for Discipline

4.7.1 All disciplinary, suspension, or termination action taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first twelve (12) months of an employee's employment with the Juvenile Division, during which time the employment status shall be strictly at will.

4.7.2 Just cause shall be defined as defined in the case Enterprise Wire Co. and Enterprise Independent Union, March 28, 1966 46 LA 359.

4.8 Types of Discipline

4.8.1 Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action. Furthermore, the Employer recognizes part of a "just cause" standard requires the use of "progressive" discipline, when appropriate, relative to allegations made against an employee.

4.9 Training

4.9.1 The Employer is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Employer.

4.9.2 The school or training, referred to in Section 4.9.1 above, shall be mandatory upon each employee whether on his off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay. An employee who transports other employees to scheduled training events shall be compensated for all travel time at his or her applicable hourly rate of pay.

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4.9.3 An employee shall not be required to adjust their work schedule within seven (7) days of the start of training to facilitate their attendance unless mutually agreed to by the Employer and employee.

4.10 Safety

4.10.1 Safety violations or suggestions may be submitted in writing to either the Department's safety committee member or directly to the County Safety Officer. Nothing contained in this provision shall be construed as limiting an employee's access to appropriate State or Federal agencies.

4.11 Labor/Management Meetings

4.11.1 Labor/management meetings shall be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract provision negotiations procedure, or to air individual employee concerns. On behalf of the Union, only the Union representative and the two (2) elected stewards shall be present for the purpose of representation of the Union's position. No more than three (3) Employer representatives shall be present for representation of the Employer's position. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay.

4.12 Union Material

4.12.1 The Union shall be permitted to post appropriate meeting notices and general Union information on designated bulletin boards on the Employer's premises.

4.13 Leaves of Absence

4.13.1 The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational or medical leave. Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

4.13.2 Pregnancy/Childbirth Leave of Absence. Pregnancy and childbirth leave shall be granted in accordance with applicable state law in coordination with the County's Family and Medical Leave Act policy. An employee on such leave shall not have her seniority date adjusted and shall, upon return, be reinstated in her original classification, or one substantially equivalent, without reduction in wage or benefit.

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4.13.3 Military Leave of Absence. Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) work days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. The employee shall provide the Employer with a copy of official orders prior to reporting for duty. Any additional leave will be considered under applicable federal law.

4.13.4 Family Medical Leave. An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions as provided by adopted County policy. The employee shall be entitled to either the provisions of the adopted County policy or the Family and Medical Leave Act whichever provides the greater benefit.

4.14 Vacation Transfer

4.14.1 Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County Resolution.

4.15 Sub-Contracting

4.15.1 In the event the Employer sub-contracts out bargaining unit work to a private contractor, as permitted by the terms and conditions of this Agreement, and the affected employee(s) employment is severed, such employee shall be entitled to the following:

a) One (1) week(forty (40) hours) of severance pay at the employee's applicable hourly rate of pay for each twelve (12) months of service with Lewis County. The minimum severance payment shall be one (1) week (forty (40) hours) at the employee's applicable hourly rate of pay to a maximum of twelve (12) weeks.

b) Additional Health & Welfare contributions are tied directly to the amount of severance pay an employee is eligible for in the following manner:

Severance Pay Eligibility	Additional Month(s) of Employer Contributions
1 – 4 Weeks	One (1) additional non-mandatory month of health & welfare contribution.
5 – 8 Weeks	Two (2) additional months of non-mandatory health & welfare contributions.
9 – 12 Weeks	Three (3) additional months of non-mandatory health & welfare contributions.

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4.16 D.R.I.V.E. Check-Off

4.16.1 At the time the Employer's computerized financial software is able to facilitate authorized voluntary deductions, the Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E.) political action committee.

4.16.2 D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage

4.16.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check

4.17 Job Vacancies

4.17.1 The below listed provision shall be applicable for all situations involving vacancies of current or new job classifications:

a) All vacancies under the provisions of this agreement, regardless of whether they are existing or new, shall be posted for a minimum of seven (7) calendar days so that interested employees may apply for such position(s).

b) For vacancies under this agreement, current bargaining unit employees who meet the minimum qualifications and submit an application shall be interviewed for the available vacancy.

GRIEVANCE PROCEDURE

5.1 Purpose and Scope

5.1.1 For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This grievance procedure shall be the exclusive means for resolving such grievances.

5.1.2 Disciplinary action which does not create a property loss, (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration if such matter remains unresolved after completion of Step Two. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer. If the employee becomes subject to another disciplinary action, and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.

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5.1.3 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee, fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next available step of the grievance procedure.

5.2 Processing Steps

5.2.1 Step One. The Union and/or the employee shall submit the grievance in writing to the Administrator within twenty-one (21) calendar days of the events giving rise to the grievance. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. Within twenty-one (21) calendar days thereafter, the Administrator shall submit an answer in writing to the Union and employee.

5.2.2 Step Two. Should the Union decide the reply of the Administrator is unsatisfactory, the Union shall within twenty-one (21) calendar days submit the grievance in writing to the Presiding Judge. Within twenty-one (21) calendar days thereafter, the Presiding Judge shall submit an answer in writing to the Union.

5.2.3 Step Three. Should Step Two fail to resolve the grievance, the Union shall within twenty-one (21) calendar days after the Union's receipt of the Presiding Judge's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

5.2 Arbitration

5.3.1 Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator with preference given to a local arbitrator if possible. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

5.3.2 Within twenty-one (21) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

5.3.3 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement. All other matters shall be excluded from arbitration.

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b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond its jurisdiction,.

d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time frame mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.

e) Each party shall bear its own costs associated with the arbitration, including attorney's fees. Both parties shall equally share the cost of an independent arbitrator.

f) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

g) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

5.3.4 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based.

EMPLOYEE DEFINITIONS

For the purpose of this Agreement, the following definition of terms shall apply:

6.1 Full-Time Employee

6.1.1 An employee regularly scheduled to work forty (40) hours per week.

6.2 Part-Time Employee

6.2.1 An employee regularly scheduled to work less than forty (40) hours per week.

6.3 Casual or Non-Regular Employee

6.3.1 An employee who is either a periodic, extra-help, fill-in or project employee who works $1/6^{th}$ of a designated work period. Such an employee shall not be in the bargaining unit or be subject to the provisions of this Agreement.

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6.3 Probationary Employee

6.3.1 An employee who is serving his or her first twelve (12) months of employment with the Juvenile Division. During such period, a probationary employee's employment status with the Employer shall be strictly "at will" and shall have no appeal recourse through the grievance procedure of this Agreement. The "probationary employee" designation may be applied to either a full-time or a part-time employee.

6.4 Community Monitor

6.4.1 It is agreed by the parties that the Community Monitor works closely with the Juvenile Probation staff; however, they are covered by the terms and conditions of the Detention Collective Bargaining Agreement. It is the intent of the Employer that work performed within this capacity is done to supplement the work force not to supplant the Juvenile Probation staff.

SENIORITY

7.1 Seniority Standing

7.1.1 Each employee shall have seniority standing equal to such employee's continuous length of service within the Juvenile Court in a classification within the bargaining unit as reflected in Appendix A.

7.1.2 Seniority shall be terminated by separation from Juvenile Court service, except in the case of a reduction in force provided that the reduction in force does not exceed eighteen (18) months or as provided for in Section 14.1.1.

7.1.3 Upon transfer to another Employer department accrued and unused sick leave, vacation leave, and floating holiday may be transferred to said department.

7.2 Layoff & Recall

7.2.1 In the event that the Employer, in its determination of the level of service to be provided, concludes that a reduction in the level of service is warranted by budgetary or work activity demand reasons, the Employer (Department) shall determine the positions to be retained and/or eliminated through job classification layoff.

7.2.2 In the event of a layoff, employee(s) shall be laid off in reverse order of longevity of holding a respective job classification or within the following units:

The four (4) units shall include the following classifications:

Clerical:	Legal Secretary
Probation:	Probation Officer
Therapist	FFT Therapist
Gal/CASA Volunteer Coordinator	Coordinator

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7.2.3 The unit classifications are reflective of the classifications in existence at the time of execution of this Agreement. Any additional classifications coming into existence after the date of this Agreement shall necessarily be included in this layoff article as a classification.

7.2.4 A laid off employee shall have a right of recall for a period of eighteen (18) months following layoff. This recall right shall expire upon the employee failing to return to active employment service within thirty (30) calendar days of notice from Employer.

7.2.5 When two (2) or more employees have the same longevity date, ties shall be broken by the level of placement on the Employer's hiring list, with the higher list position resulting in the highest longevity placing. Employees hired on the same day shall be advised of their hiring list placement and a notation shall be made in each individual employee's personnel file.

7.2.6 In a layoff situation, Part-Time employees shall receive a pro-rated amount of such employee's longevity in that classification.

EMPLOYEE WAGES & CLASSIFICATIONS

8.1 Salaries

8.1.1 Salaries for the term of the agreement shall be as set forth in an Appendix attached to this agreement. Part-time employees are paid by the hour. The hourly rate for part-time employees shall be calculated as described in Section 8.1.2.

8.1.2 For purposes of computing overtime, the employee's individual hourly rate of pay shall be computed by multiplying the monthly base salary by twelve (12) and dividing the total by two thousand eighty (2080) hours. The monthly base salary shall include specialty pay and education incentive earned each pay period. Other forms of compensation such as call time, court time, and working out of classification pay are not included in the calculation of monthly base salary.

8.1.3 An employee advanced to another classification shall not suffer a reduction of pay due to the advancement.

8.1.4 The salary increase under this Agreement shall at no time be less favorable than salary increases for any Teamsters Bargaining Unit, excluding those Teamsters Bargaining Units where Interest-Based Arbitration is available.

8.2 Payday

8.2.1 The payday for all work performed in the previous calendar month shall be the fifth (5^{th}) day of the following month, but if the fifth (5^{th}) falls on a non-work day, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first work day, preceding the fifth (5^{th}). Earned overtime shall be subject to payment at the pay date following the month in which such overtime was earned.

8.2.1.1 If the Employer's new payroll system becomes available the new pay days will be the 10^{th} and 25^{th} each month, however, the Employer must provide sixty (60) days written notice to the employees. In the event the aforementioned goes into effect, the payday for all compensated time from the 1^{st} of the month through the 15th shall be paid on the $25^{th,}$ for all compensated time from the 16^{th} through

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the end of the month shall be paid on the 10th of the following month. However, if the 10th or 25th falls on a non-work-day, i.e. Saturday, Sunday, or Courthouse holiday, the payday shall be the first work day preceding the 10th or the 25th. Earned overtime shall be subject to payment at the pay cycle the overtime was earned.

8.2.2 At the sole discretion of the Employer, as manifested by County Commissioner resolution, and upon sixty (60) days advance written notice to the Union and the employees in the bargaining unit, an alternate payday may be selected and utilized. Once such alternate pay day is established by the Commissioners, it shall remain the payday for the balance of the Agreement. Such alternate payday for all work performed in the calendar month shall be the last courthouse working day of the calendar month. Earned overtime and premium pay (holiday, working out of class, etc.), if any, shall be subject to calculation from the 21st of one month to the 20th of the following month, with payment at the pay date next following the period in which such overtime was earned.

8.2.3 A mid-month draw day shall be permitted to the employee to the extent allowed by statute unless and until the implementation of 8.2.1.

COMPENSABLE HOURS

9.1 Hours of Work

9.1.1 The standard work week shall be Monday through Friday and shall consist of five (5) eight (8) hour days with two (2) consecutive days off.

9.1.2 The Administrator, with the concurrence of the affected employee, may adjust any particular employee's work week upon forty-eight (48) hours advance notice. The parties may agree to an alternate work schedule which consists of four (4) nine (9) hour days Monday through Thursday, with Friday being and eight (8) hour day with two (2) consecutive days off, followed by four (4) nine (9) hour days Monday through Thursday with three (3) consecutive days off. Employees shall be split so not all will have the same Friday off. The Administrator may assign staff the Friday they will have off. Either party may terminate the alternative work schedule upon fourteen (14) days written notice.

9.1.3 Shift Adjustments: An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled shift. Individual employees may waive the forty-eight (48) hour notice. Mandated changes of less than forty-eight (48) hours shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift.

9.2 Meal & Rest Breaks

9.2.1 An employee shall be scheduled up to a one (1) hour non-paid meal break during the approximate midpoint of their shift . If such an employee is directed by the Employer to perform work during a portion of their meal break, such portion shall be compensable paid time. An employee shall be entitled to take two (2) fifteen (15) minute paid rest breaks, near the middle of each half of the employee's shift, all such breaks to be taken as time permits. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

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9.2.2 Meal purchase for travel, training, and transport – The Employer will supply a county purchasing card for the use of the employee to make meal purchases while in an approved training, travel, or transport status. The authorized meal purchase(s) amount will be up to the allowance provided by the Washington State Per Diem reimbursement rates in the county where the meal is purchased. Meal receipts are required as outlined by Juvenile Court policy 4.5 PURCHASE CARD USE.

9.3 Overtime

9.3.1 Any compensable hours in excess of eight (8) hours per shift or forty (40) hours per designated work week shall be paid at the rate of time and one-half the employee's regular rate of pay. The eight (8) hour threshold does not apply to employees working the alternate work schedule and otherwise may be waived by mutual agreement of the affected employee and the Employer.

9.4 Call Time

9.4.1 Any employee, except a part-time employee who has not worked forty (40) or more hours in the designated work week, called to report for work outside of their regularly scheduled work shift, unless notified prior to completion of their regular shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time of one and one-half (1½) their regular rate of pay until he or she completes two (2) hours of work. The employee shall be paid the balance of their regular shift at the appropriate rate.

9.4.2 Active Rotating Call Duty: Probation officers on "rotating call duty" shall receive three (3) hours compensatory time each week while engaged on active on-call. The compensation provided under this provision is limited to handling telephone related business. Section 9.4.1 shall become effective in the event an "on-call" employee is engaged for any type of field work. Officers receiving detention calls who are not on "rotating call duty" shall refer the detention staff to the on call policy to obtain permission to call a specific Probation Officer in the case of emergent need.

9.5 Compensatory Time

9.5.1 Upon approval of the Employer, an employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one half for each overtime hour worked and shall be subject to the following conditions:

a) An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum. Compensatory time in excess of forty (40) hours must be taken off or converted to pay at the discretion of the Employer.

b) Compensatory time off may be utilized in one (1) hour increments unless mutually agreed to between the Employer and employee.

9.5.2 Scheduling of the taking of compensatory time off is to be by approval of the Employer (Elected or Director) or designee. Once scheduled, it may only be denied in the event of an

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emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time.

9.5.3 Upon separation of employment, employees shall be paid at their hourly rate for all accrued but unused hours of compensatory time.

9.5.4 With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current applicable rate of pay. A request for cash out of accrued compensatory time shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Employer (Elected or Director), or his or her designee for consideration on or before the 20th of the current payroll month.

9.5.5 The Employer shall take no retaliatory or unfair discriminatory action against any employee by reasons of the employee's choice of compensatory time off.

9.6 Staff Meetings

9.6.1 When an employee attends a monthly staff meeting on their off-duty time, he or she shall be compensated for a minimum of two (2) hours at their applicable rate of pay for time at such staff meetings. The employee must be in actual attendance for the entirety of the staff meeting in order to qualify for such minimum hour pay. Such compensation shall be paid in wages unless the employee requests, and the Administrator approves, compensatory time off in lieu of pay.

9.7 Court or Hearing Time

9.7.1 When an employee is subpoenaed by a party, or is directed by the Employer, to attend any court proceeding or administrative hearing for the purpose of providing testimony arising from such employee's official duties, and such attendance is not entirely within the employee's regularly scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift. Any part of an hour shall constitute one (1) full hour. With respect to hours worked outside the regular work shift, unless the court or hearing time is worked consecutively prior to or after the employee's regularly scheduled hours of work, the employee shall be paid a two (2) hour minimum at the time and one-half rate.

9.7.2 Unless the employee is off duty or utilizes vacation or compensatory time, all compensation received, whether from the court or from the party who subpoenas the employee, shall be promptly refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the employee's supervisor.

9.8 Working out of Classification

9.8.1 Any employee assigned to temporarily work out of classification, in a higher paid classification, by direction of the Employer and/or designee, shall be compensated for all hours worked at that higher classification's lowest rate of pay, provided, such placement shall, in any event, be at a step level sufficient to provide a pay enhancement of at least five percent (5%). If the top of the range is less than five percent (5%), the top of the range shall be applied.

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9.8.2 It shall be the employee's responsibility to notify the Employer of the claim for working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within on the applicable time reporting period shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing de minimus tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

9.8.3 Out-of-Classification assignments expected to last forty (40) hours or more shall be posted for a minimum of seven (7) calendar days so that employees may express interest in the out-of-classification work. Employees must express his/her interest in writing with the seven (7) day notification period.

9.9 County Closure

9.9.1 If for inclement weather of brief duration, the Court should be officially closed, probation and clerical employees shall be compensated for the time of the closure until the time of reopening that occurs within their regularly scheduled working hours without loss of vacation, compensatory time, or sick leave. If the employee reports to the office during the hours that court is officially closed they will be dismissed without use of vacation, compensatory time, or sick leave.

EMPLOYEE BENEFITS

10.1 Benefit Eligibility

10.1.1 Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall receive no health and welfare benefits but shall have all other benefits provided under this agreement prorated; casual employees shall receive no benefits.

10.2 Insurance

10.2.1 Effective January 1, 2015, the Employer shall pay to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the following monthly amounts:

WTWT Insurance Coverage	Rates as of 01/01/15
Medical - Plan Z	$913.30
Dental – Plan A	$130.50
Vision – Extended	$14.90

10.2.3 Effective January 1, 2015, the Employer shall contribute the amounts required on a monthly basis to the Washington Counties Insurance Fund for each eligible employee who is employed during the current calendar month, the following monthly amounts:

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WCIF – Standard Insurance	Rates as of 01/01/15
Employee/Dependent Life	$2.20

10.2.4 Effective January 1, 2015, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Company of Portland Oregon for each employee who employed during the current calendar month, the following monthly amount:

Standard Insurance Co.	Rates as of 01/01/15
Short Term Disability	$2.85

10.2.5 Effective January 1, 2015 the Employer will contribute towards the WTWT, WCIF, and Standard premiums to a maximum of $984.15 per employee per month. Effective November 1, 2015 the Employer will contribute towards the WTWT, WCIF, and Standard premiums to a maximum of $1,000 per employee per month.

10.2.6 Maintenance of Benefits. The trustees and/or administrators of the aforementioned plans may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or change in medical technology and treatment. In the event premiums are increased in excess of the Employer's maximum monthly contribution, such contribution toward those premiums shall be reallocated so that dental, vision, life and STD insurance are fully paid through the Employer's contribution.

10.2.7 WTWT Payments: The Employer will be responsible for paying Northwest Administrators its monthly contributions and those withheld from employees' wages on or before the tenth (10^{th}) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Union bulletin boards.

10.2.7 WTWT Delinquency: If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

10.2.8 Current Employee Enters Juvenile Probation Bargaining Unit. Whenever a current Lewis County employee enters into the Juvenile Probation bargaining unit from another bargaining unit or from a non-represented position in which health care is provided through the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust. For the purpose of premium cost sharing, the employee shall be responsible for their portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which double premium coverage is made. The Employer shall pay entire premium of the second (2^{nd}) contribution.

10.2.9 Trust Agreements: The applicable Trust Agreements (completed copies attached) shall be incorporated herein and deemed part of this Agreement as through fully set forth.

10.2.10 It is the parties' mutual intent that by virtue of the Contract, the Employer's contribution toward all of the employee benefits described hereinabove shall at no time exceed the sum of $984.15.

10.2.11 The Union wishes to have the Employer make available a Flexible Spending Account (FSA) or other means to allow employees' to move unused health and welfare monies. The Employer is not agreeable to the FSA or other means of moving unused monies. Therefore, should the Employer agree to a FSA account or other means to move unused monies with any other Teamster Bargaining Unit, excluding those Bargaining Units with Binding Interest Arbitration rights, this bargaining unit shall receive the right. The effective date shall be the same as the bargaining group that original obtained the FSA or other means to move benefit.

10.2.12 Insurance Premium "Me Too" Clause. Should the Board of County Commissioners (BOCC) approve an increase in the County contribution toward health insurance premiums for calendar year 2015 for all County non-represented employees or non-interest arbitration eligible units, then Juvenile Probation members shall receive the same additional benefit.

10.3 Sick Leave

10.3.1 Each full-time employee shall accrue eight (8) hours of sick leave with pay for each month of employment. Part-time employee shall receive sick leave benefits in accordance with Section 10.1 above. Only full-time and regular part-time employees shall be eligible to accrue sick leave. A maximum of thirteen hundred twenty (1320) hours of sick leave may be accrued.

10.3.2 Employees accruing sick leave shall be allowed to use their accrued sick leave for personal illness or for illness in their immediate family requiring the employee's attendance, or in accordance with County Personnel Policies and/or State/Federal law. "Immediate family" is defined as persons related by blood, marriage, or legal adoption and includes only: grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law, father-in-law, and any person who is a non-pecuniary resident of the employee's household.

10.3.3 An employee who takes more than three (3) consecutive sick leave days for self or for illness in the immediate family may be required by the Employer or his designee to produce a note from a medical doctor verifying the illness or necessity of attendance.

10.3.4 Employees shall be allowed to use sick leave for personal doctor or dental appointments or for appointments of immediate family members when the employee's presence is required.

10.3.5 Employees who transfer between departments of Lewis County shall be entitled to transfer accrued sick leave to succeeding County offices or departments.

10.3.6 An employee on Worker's Compensation may use accrued sick leave in units of one (1) hour to make up the full difference between the Worker's Compensation payment and the employee's regular paycheck, provided, however, the employee provides sufficient notice to the Employer by the

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tenth (10th) of the previous month so as to allow sufficient time to make the appropriate deductions from the payroll.

10.3.7 Any employee, at the time of separation, except casual, probationary (new hire), and just cause termination shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in employ of the Employer, the employee's designated beneficiary or estate shall receive the same benefit.

10.3.8 An employee who uses sick leave shall utilize leave in fifteen (15) minute increments

10.4 Bereavement Leave

10.4.1 Up to three (3) days shall be granted without any sick leave debit, in the case of a death of the employee's spouse, child, grandchild, parent, spouse's parent, grandparent, sibling. Up to three (3) days shall be granted without any sick leave debit in the case of a death of any other person who is a non-pecuniary resident of the employee's household.

10.4.2 An employee shall be allowed to utilize up to three (3) sick leave days for bereavement in the case of death of a member of the employee's "immediate family.. "Immediate Family" shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, brother, sister, child, grandchild, father-in-law, mother-in-law, brothers-in-law, or sisters-in-law, as well as any other person who is a non-pecuniary resident of the employee's household.

10.4.3 Employees who are permitted to attend the funeral or memorial service of a fellow department employee shall be allowed to take four (4) hours sick leave when such services are held during working hours.

10.5 Vacation

10.5.1 Employees transferring within the offices and departments of Lewis County shall be permitted to transfer accrued vacation leave to each succeeding offices or department in accordance with County policy.

10.5.2 An employee desiring to use accrued vacation leave shall submit a completed County Vacation Request Form to the Administrator or his designee. Vacation boards shall be maintained for the following general classifications: Clerical and Probation. Vacation requests shall be considered within the classifications listed above. Where two (2) employees within the same classification make a request no later than February 28 of a given year, priority of scheduling shall be given to the employee holding the greatest seniority within the classification. Requests received after February 28th may be granted without consideration of seniority.

10.5.3 All employees shall accrue vacation in accordance with the following schedule. . Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

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Year	Month of County Service	Accrual Rate Hours per Month	Accrual Rate Hours per Year
1	1 - 12	8.50	102
2	13 - 24	8.50	102
3	25 - 36	9.00	108
4	37 - 48	9.50	114
5	49 - 60	10.66	128
6	61 - 72	10.66	128
7	73 - 84	11.00	132
8	85 - 96	11.50	138
9	97 - 108	12.00	144
10	109 - 120	12.66	152
11	121 - 132	12.66	152
12	133 - 144	13.00	156
13	145 - 156	13.50	162
14	157 - 168	14.00	168
15	169- 180	14.50	174
16	181-192	14.50	174
17	193-204	15.00	180
18	205-216	15.50	186
19	217-228	16.00	192
20	229+	16.33	196

10.5.4 Annual leave may be accrued to a maximum of three hundred twenty (320) hours subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, is laid off or dies shall be paid by the Employer at the ensuing payday for any unused accrued annual leave (including a prorated monthly accrual to reflect any portion of the final calendar month worked by the employee) up to a maximum of two hundred forty (240) hours. Employees who resign or are terminated for unsatisfactory performance within the first six (6) months of employment will not receive pay for any accrued but unused annual leave.

10.5.5 An employee who postpones vacation at the request of the Employer shall be allowed to accrue in excess of the three hundred twenty (320) hour maximum in order to prevent loss of vacation benefits to the employee.

10.5.6 Not later than August 1st, the employee shall have scheduled, during the current calendar year, at least fifty (50%) percent of the employee's annual accrual. As of August 1st, any portion of the employee's annual accrual, which is less than fifty (50%) percent, shall be subject to scheduling by the Director or Elected.

10.6 Holidays

10.6.1 Employees shall receive ten (10) paid holidays each calendar year unless an additional holiday is proclaimed by the Governor of the state as a legal holiday. The designated legal holidays are set forth below:

New Year's Day	January 1
M. L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Personal Day	Vacation Credit
By Governor's Proclamation	Any day designated by public proclamation of the Governor of the State as a legal holiday

10.6.2 Each employee shall be credited with eight (8) hours to their vacation bank for their Personal Day. The vacation bank will be credited on January 1st of each year for current employees and on the date of hire for newly hired employees

10.6.3 When a recognized holiday falls on an employee's regularly scheduled workday, the employee may be given the holiday off or with mutual agreement another day within the workweek. The day off shall be equivalent to the employee's regular scheduled work day. Should the recognized holiday fall on the employee's regularly scheduled day off, the employee shall be given an adjacent day off, or with mutual agreement of the Employer another day off within the work week. The day off shall be equivalent to the employee's regular scheduled work day.

10.6.4 An employee working on a county designated holiday and is unable to take an alternate day off during that workweek shall be compensated for all hours worked on such holiday at 1½ times the employee's regular hourly rate of pay in addition to their regular salary.

10.7 Educational Reimbursement

10.7.1 The Employer is desirous of having employees participate in courses and training opportunities to enhance their skills and enable them to advance to other positions. Accordingly, it shall be the Employer's goal to assist regular full-time employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

10.7.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Administrator. Such approval shall be at the sole discretion of the Administrator.

10.7.3 An employee requesting tuition reimbursement must submit a written application showing:

a) the course curriculum description;
b) dates and times of classes;

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c) duration of the course;
d) narrative statement of how the course will benefit the Employer as well as the employee in the performance of the employee's job.

10.7.4 If an employee's application is approved, the reimbursement will be for tuition only if and when:

a) the course is completed within six (6) months of approval;
b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

10.7.5 An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last paycheck issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

10.7.6 Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

10.8 Longevity

10.8.1 For each year of continuous service beginning with the eighty-fifth (85^{th}) month, with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below:

After seven (7) years	$42.00 per month
After eight (8) years	$48.00 per month
After nine (9) years	$54.00 per month
After ten (10) years	$60.00 per month

and an additional six dollars ($6.00) per month for each year after ten (10)

SEVERABILITY

11.1 Repealer in Conflict with Law

11.1.1 If any article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article, or part thereof, should be restrained by such court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such article, part thereof, or addenda.

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DURATION OF AGREEMENT

12.1 Termination and Re-Opener

12.1.1 This Agreement shall be effective as of the January 1, 2015 and shall remain in full force and effect to and through December 31, 2015.

12.1.2 Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this Agreement by giving notice of substance and instrumental language of the changes by mail to other party within the following time frame: Union proposal to be submitted not later than August 31st of the last year of this Agreement; Employer proposal to be presented not later than September 15th of the last year of this Agreement. The first negotiation meeting shall be held not later than October 1st of the last year of this Agreement.

Signed this 28 day of Dec ,2015.

For Wage Related Matters:

Edna J. Fund, Chairman
Board of County Commissioners

12/15/15
Darren L. O'Neil, Secretary/Treasurer

P.W. Schulte, Vice Chairman

Russ Walpole, Business Agent

Gary Stamper, Commissioner

Attest:

Clerk of the Board

For Non-Wage Related Matters:

The Honorable Richard Brosey, ~~Acting~~ Presiding Judge
Lewis County Superior Court

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APPENDIX A – Seniority Dates

13.1 Seniority Dates

13.1.1 This appendix is intended to set forth and accurately reflect the employee's respective date of hire for application under this Agreement. The seniority listing is reflective of employees employed at the time the contract became effective and is not intended to be inclusive of all employees employed during the term of the Agreement.

Employee	Classification	Seniority Date
Dean Durant	Probation Officer	07/01/93
Jennifer Helm	Probation Officer	10/01/96
Katie Gale	Probation Officer	03/18/02
Anthony Prouse	Probation Officer	06/01/07
Stasha Magruder	Probation Officer	12/01/07
Robert Cummings	Probation Officer	08/--/09
Shad Hail	Probation Officer	04/19/10
Lee Montgomery	Probation Officer	11/05/12
Yolinda Hipp	Legal Assistant	03/13/06
Angela Cothren	Legal Assistant	05/19/08
Mary Lewis	Legal Assistant	07/01/09
	FFT Therapist	
TonyaLunghofer	GAL/CASA Coordinator	01/02/12
Ricolena Anders	GAL/CASA Coordinator	08/01/13

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APPENDIX B – Classifications and Salary Schedule

14.1 Classifications and January 2015, Salary Schedule

14.1.1 The below listed salary schedule shall become effective January 1, 2015. The 2015 salary schedule represents a zero percent (0%) increase over the 2014 Salary Schedule.

Clerical:	Legal Secretary	Range 15
Probation:	Probation Officer	Range 22
Therapist	FFT Therapist	Range 22
Gal/CASA Volunteer Coordinator	Program Coordinator	Range 19

LEWIS COUNTY SALARY GRID 2015 with 0% COLA														
STEPS														
-	-	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**
15	Annual	34,404	35,280	36,168	37,068	37,992	38,952	39,912	40,908	41,952	42,984	44,052	45,168	46,296
	Monthly	**2,867**	**2,940**	**3,014**	**3,089**	**3,166**	**3,246**	**3,326**	**3,409**	**3,496**	**3,582**	**3,671**	**3,764**	**3,858**
	Hourly	16.54	16.96	17.39	17.82	18.27	18.73	19.19	19.67	20.17	20.67	21.18	21.72	22.26
19	Annual	41,844	42,888	43,956	45,048	46,176	47,328	48,516	49,728	50,976	52,248	53,556	54,888	56,268
	Monthly	**3,487**	**3,574**	**3,663**	**3,754**	**3,848**	**3,944**	**4,043**	**4,144**	**4,248**	**4,354**	**4,463**	**4,574**	**4,689**
	Hourly	20.12	20.62	21.13	21.66	22.20	22.75	23.33	23.91	24.51	25.12	25.75	26.39	27.05
22	Annual	48,432	49,644	50,892	52,152	53,460	54,792	56,160	57,576	59,016	60,468	61,992	63,540	65,136
	Monthly	**4,036**	**4,137**	**4,241**	**4,346**	**4,455**	**4,566**	**4,680**	**4,798**	**4,918**	**5,039**	**5,166**	**5,295**	**5,428**
	Hourly	23.29	23.87	24.47	25.07	25.70	26.34	27.00	27.68	28.37	29.07	29.80	30.55	31.32

14.1.2 The Employer, in its sole discretion, may start new hires up to Step C of the salary schedule.

14.1.3 Employees who have completed twelve (12) months active service in a classification at Step A of the salary schedule will advance to Step B.

14.1.4 Employees who have completed twelve (12) months active service in a classification at Step B of the salary schedule will advance to Step C.

14.1.5 Employees who have completed twelve (12) months active service in a classification at Step C of the salary schedule will advance to Step D.

14.1.6 Employees who have completed twelve (12) months active service in a classification at Step D of the salary schedule will advance to Step E.

14.1.7 Employees who have completed twelve (12) months active service in a classification at Step E of the salary schedule will advance to Step F.

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14.1.8 Employees who have completed twelve (12) months active service in a classification at Step F of the salary schedule will advance to Step G.

14.1.9 Employees who have completed twelve (12) months active service in a classification at Step G of the salary schedule will advance to Step H.

14.1.10 Employees who have completed twelve (12) months active service in a classification at Step H of the salary schedule will advance to Step I.

14.1.11 Employees who have completed twelve (12) months active service in a classification at Step I of the salary schedule will advance to Step J.

14.1.12 Employees who have completed twelve (12) months active service in a classification at Step J of the salary schedule will advance to Step K.

14.1.13 Employees who have completed twelve (12) months active service in a classification at Step K of the salary schedule will advance to Step L.

14.1.14 Employees who have completed twelve (12) months active service in a classification at Step L of the salary schedule will advance to Step M. Employees who have reached Step M will receive no further step increases.

14.2 Classifications and November 2015, Salary Schedule

14.2.1 The below listed salary schedule shall become effective November 1, 2015. The 2015 salary schedule represents a one point two percent (1.2%) increase over the 2015 Salary Schedule.

Clerical:	Legal Secretary	Range 15
Probation:	Probation Officer	Range 22
Therapist	FFT Therapist	Range 22
Gal/CASA Volunteer Coordinator	Program Coordinator	Range 19

		A	B	C	D	E	F	G	H	I	J	K	L	M
15	Annual	34,812	35,700	36,600	37,512	38,448	39,420	40,392	41,400	42,456	43,500	44,580	45,708	46,848
	Monthly	**2,901**	**2,975**	**3,050**	**3,126**	**3,204**	**3,285**	**3,366**	**3,450**	**3,538**	**3,625**	**3,715**	**3,809**	**3,904**
	Hourly	16.74	17.16	17.60	18.03	18.48	18.95	19.42	19.90	20.41	20.91	21.43	21.98	22.52
19	Annual	42,348	43,404	44,484	45,588	46,728	47,892	49,104	50,328	51,588	52,872	54,204	55,548	56,940
	Monthly	**3,529**	**3,617**	**3,707**	**3,799**	**3,894**	**3,991**	**4,092**	**4,194**	**4,299**	**4,406**	**4,517**	**4,629**	**4,745**
	Hourly	20.36	20.87	21.39	21.92	22.47	23.03	23.61	24.20	24.80	25.42	26.06	26.71	27.38
22	Annual	49,008	50,244	51,504	52,776	54,096	55,452	56,832	58,272	59,724	61,188	62,736	64,308	65,916
	Monthly	**4,084**	**4,187**	**4,292**	**4,398**	**4,508**	**4,621**	**4,736**	**4,856**	**4,977**	**5,099**	**5,228**	**5,359**	**5,493**
	Hourly	23.56	24.16	24.76	25.37	26.01	26.66	27.32	28.02	28.71	29.42	30.16	30.92	31.69

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14.2.2 The Employer, in its sole discretion, may start new hires up to Step C of the salary schedule.

14.2.3 Employees who have completed twelve (12) months active service in a classification at Step A of the salary schedule will advance to Step B.

14.2.4 Employees who have completed twelve (12) months active service in a classification at Step B of the salary schedule will advance to Step C.

14.2.5 Employees who have completed twelve (12) months active service in a classification at Step C of the salary schedule will advance to Step D.

14.2.6 Employees who have completed twelve (12) months active service in a classification at Step D of the salary schedule will advance to Step E.

14.2.7 Employees who have completed twelve (12) months active service in a classification at Step E of the salary schedule will advance to Step F.

14.2.8 Employees who have completed twelve (12) months active service in a classification at Step F of the salary schedule will advance to Step G.

14.2.9 Employees who have completed twelve (12) months active service in a classification at Step G of the salary schedule will advance to Step H.

14.2.10 Employees who have completed twelve (12) months active service in a classification at Step H of the salary schedule will advance to Step I.

14.2.11 Employees who have completed twelve (12) months active service in a classification at Step I of the salary schedule will advance to Step J.

14.2.12 Employees who have completed twelve (12) months active service in a classification at Step J of the salary schedule will advance to Step K.

14.2.13 Employees who have completed twelve (12) months active service in a classification at Step K of the salary schedule will advance to Step L.

14.2.14 Employees who have completed twelve (12) months active service in a classification at Step L of the salary schedule will advance to Step M. Employees who have reached Step M will receive no further step increases.

14.3 Cost of Living (COLA) "Me Too" Clause:

14.3.1 Should the Board of County Commissioners (BOCC) approve a base wage adjustment for calendar year 2015 for all County non-represented employees or non-interest arbitration eligible units that exceed the base wage adjustment of the Juvenile Probation members, the Juvenile Probation members shall receive the same increase of the non-represented or non-interest arbitration eligible employees with the same effective date.

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Executive Summary

BOCC Meeting Date:
2015-12-21

Contact:
Archie Smith

Department:
Human Resources

Wording
RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS 252 JUVENILE PROBATION CLERICAL GROUP FOR CALENDAR YEAR 2015

Description
The successor Teamsters Juvenile Probation contract representing the employees of Juvenile Probation and Clerical is being presented for approval by the BOCC.

The duration of the contract will be one (1) year dating from 01/01/2015 to 12/31/2015.

Effective November 1, 2015, the Employer Health and Welfare contribution increases from a maximum $984.15 per employee per month to a maximum employer contribution $1000.00 per employee per month.

A 1.2% wage adjustment to offset the PERS employee contribution will be effective November 1, 2015.
Step increases are provided.

"Me too" clauses exist should the medical contribution be increased and /or a COLA be offered to non-represented employees or non-interest arbitration groups for the 2015 calendar year.

Other issues that were addressed during negotiation are:
Clarification of Call Time procedure

Basic housekeeping procedures are not listed as changes. These types of items generally are spelling errors, grammatical errors, seniority, and other items of similar nature. Also, clarification of policy is not listed as a policy change or modification since the essence of the policy is still the same.

No management rights were waived or reduced.

Recommendation
Pass

Other

[redacted]

Resolution #: 15-388 **BOCC Meeting Date:** Dec 28, 2015

Suggested Wording for Agenda Item: **Agenda Type:** Consent

RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS 252 JUVENILE PROBATION CLERICAL GROUP FOR CALENDAR YEAR 2015

Brief Reason for BOCC Action:

The successor Teamsters Juvenile Probation contract representing the employees of Juvenile Probation and Clerical is being presented for approval by the BOCC.

Submitted By: Smith, Mickiel "Archie" **Phone:** 2747

Date Submitted: Dec 10, 2015

Contact Person Who Will Attend BOCC Meeting: Archie Smith

Action Needed: Approve Resolution

RECEIVED

DEC 15 2015

LEWIS CO. PROS. ATTY.

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Cover Letter To

Graham Gowing
Steve Walton
Suzette Smith
Becky Sisson-Butler
Holli Spanski