BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS 252 PROSECUTING ATTORNEY'S CLERICAL GROUP FOR CALENDAR YEAR 2015

RESOLUTION NO. 15-390

WHEREAS, the Board of County Commissioners (BOCC), Lewis County, Washington, has reviewed the 2015 Collective Bargaining Agreement between Lewis County and Teamsters 252, representing Prosecuting Attorney's 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 BOCC 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

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL #252

AND

LEWIS COUNTY PROSECUTOR'S OFFICE

January 1, 2015 – December 31, 2015

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1. INTRODUCTION

1.1. Preamble

1.1.1. This agreement is entered into by and between the Prosecuting Attorney of Lewis County, referred to as the "Prosecuting Attorney", the Board of County Commissioners, referred to as the "County", and the Prosecuting Attorney and the County collectively referred to as the "Employer", and Teamsters Local Union No. 252, referred to as the "Union".

1.2. Purpose

1.2.1. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish standards of wages, hours, and working conditions.

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and working conditions for all part-time and full-time employees of the Lewis County Prosecuting Attorney, excluding the Prosecuting Attorney, Chief Civil Deputy, Chief Criminal Deputy, Office Manager, Program Manager, Special Deputies, Deputy Prosecuting Attorneys, Legal Interns, volunteers, and casual employees.

a) Full-Time Employee: A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.

b) Part-Time Employee: A part-time employee shall be defined as an employee who regularly works less than forty (40) hours each week.

c) Probationary Employee: A probationary employee shall be defined as employee who is serving his or her six (6) month probationary period. 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.

d) Casual Employee: A casual employee shall be defined as an employee who is employed to perform work on a regular or irregular basis for a specified period of time. A casual employee shall be excluded from the terms and conditions of this agreement. The scope and duration of the work to be performed by a casual employee shall be determined by mutual agreement between the Employer and the Union. Disputes arising from application of this provision shall be resolved through the grievance procedure.

3. UNION SECURITY

3.1. Membership Requirement

3.1.1. 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 that all present members of the Union shall, as a condition of employment, remain members in good standing while holding positions included in the bargaining unit. All

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future employees holding positions in the bargaining unit shall, as a condition of employment 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 employees to not belong to a Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, 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 affected 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.

3.1.2. The Union shall indemnify and defend 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.

3.2. Check Off of Union Dues and Initiation

3.2.1. 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.

3.2.2. Employees and the Union shall hold the Employer harmless and shall defend and indemnify the Employer from responsibility for withholding errors and damages flowing there from 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.

3.3. D.R.I.V.E. Check Off

3.3.1 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.

3.3.2 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.

3.3.3 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. MANAGEMENT RIGHTS

4.1. Customary Functions

4.1.1. 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 employees, determine their qualifications and assign and direct their work;

e) to evaluate employees' performance;

f) to promote demote, transfer, lay off recall to work and retire employees;

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 departments, divisions and all other units of the Employer;

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

4.1.2. 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, nothing contained in this provision shall be construed to give the Employer the right to make unilateral changes in wages, hours, and working conditions not covered by this agreement.

4.2. Employer Options

4.2.1. 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. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment and the assignment of employees to specific jobs within the bargaining unit.

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4.3. Performance Standards

4.3.1. The Employer shall have the right to establish performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

5. EMPLOYMENT POLICIES

5.1. Liability

5.1.1. An employee's right to legal representation and/or indemnification for acts or omissions in the performance of the employee's official duties shall be covered by County Resolution 03-042.

5.2. Promotions

5.2.1. Whenever a job opening occurs, other than a temporary opening, a notice of such opening shall be posted on the employee bulletin board simultaneously with any other advertising of the position availability and with the same closing dates. Notice shall also be mailed to any person who has been laid off within six (6) months of the date of the opening if the person has left sufficient address with the Prosecuting Attorney and is otherwise qualified to hold the position.

5.2.2. An employee who has completed his/her six (6) month probationary period who wishes to apply for the open position, including an employee on layoff, may do so. The application shall be in writing and it shall be submitted to the Prosecuting Attorney or his designee.

5.2.3. All employees that have submitted a written application and meet the minimal requirement of the open position shall be given consideration including an interview. The job shall be awarded to that person who, in the sole judgment of the Prosecuting Attorney, is the best qualified or best suited to hold the position.

5.2.4. An employee who changes from one job classification to a higher range job classification shall be placed at a step which will provide a minimum of five (5%) increase in salary on the salary range of the job classification to which the employee is promoted. If the top of the range is less than five percent (5%), the top of the range shall be applied.

5.2.5 Employee's moving from a bargaining unit position to a non-union position within the Prosecutor's Office shall be allowed six (6) months to return to his/her bargaining unit position. Should an employee return within the aforementioned six (6) months he/she shall have his/her seniority date of hire adjusted by the time out of the bargaining unit. The employee shall maintain his/her original date of hire for all accrual purposes.

5.3. Mileage Reimbursement

5.3.1. Mileage reimbursement shall be handled in accordance with County Resolution 4.30 as adopted December 5, 2005.

5.3.2. Those employees working at the satellite office will be reimbursed on a quarterly basis for their work-related travel. A travel log must be maintained for reimbursement and submitted to the Office Administrator the first week of the month for the previous month or, the employee's first week back from an unscheduled leave for the previous month. Employees shall be reimbursed at the rate established by the IRS.

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5.4. Jury Duty

5.4.1. An employee shall be allowed time off without loss of pay for serving on jury duty provided the employee promptly returns to work when excused from the jury with allowance for a reasonable time for any necessary transportation back to the job site. Any compensation, excluding mileage, received or receivable by the employee from the court for performing such service shall promptly be refunded to the Prosecutor's Office and all employees are required to seek such compensation from the court.

5.5. Leave of Absences

5.5.1. The Prosecuting Attorney shall grant leaves of absence where required to be granted by the Family Leave Act or by state law. All other leaves of absence shall be at the sole discretion of the Prosecuting Attorney.

5.5.2. 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 his or her seniority date adjusted and shall, upon return, be reinstated in his or her original classification without reduction in wage or benefits.

5.5.3. Family and Medical Leave Act of 1993: Eligible employees shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution 01-183, as amended by County Resolution 02-44. In the event that the provisions of County Resolution 01-183, as amended by County Resolution 02-44 are in benefit level conflict with The Family and Medical Leave Act of 1993, and its subsequent amendments, the Family and Medical Leave Act shall prevail and shall supersede. Extensions of this unpaid medical leave of absence shall also be at the sole discretion of the Employer. During the term of this leave, the Employer shall be entitled to request periodic updates from the employee's physician as to the employee's recovery progress. There shall be no adjustment of the employee's seniority date. Upon the end of the leave, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists. This provision is not intended to waive or usurp any rights an employee may have under applicable state or federal law.

5.5.4. 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 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.

5.6. Investigations

5.6.1. 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.

5.6.2. Whenever an employee is being interviewed by the Employer for the purpose of any inquiry of non-criminal matters relating to work performance of that employee which may lead to disciplinary action, the employee shall receive oral or written notification prior to the interview. The notification shall provide the following information:

a) The basis of the alleged inquiry;

b) The opportunity of the employee to have Union representation at the interview; and

c) Notification that the answers provided during the disciplinary interview are for internal administrative purposes only and not to be used for criminal prosecution; and

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d) Notification that the disciplinary notice shall be construed as an order to cooperate and respond to the inquiries made by the Employer. Failure to do so could result in being disciplined for insubordination up to and including termination of employment.

5.6.3. 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. Any interview and questioning of an employee shall be conducted during the employee's regular workday, unless the urgency of the inquiry dictates otherwise.

5.6.4. 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.

5.6.5. At the time of completion of the inquiry of a non-criminal possible disciplinary matter, the Employer shall notify the employee of such completion as soon as reasonably possible.

5.7. Personnel Files

5.7.1. Personnel files shall be defined as those confidential files maintained by the Prosecuting Attorney or his/her designee which contains information pertaining to the employee and his or her employment relationship with the Employer. Personnel files shall be maintained in a secure location and access shall be limited to those individuals authorized by the Prosecuting Attorney, unless required by law. The Employer shall notify the affected employee of a Public Disclosure Act request involving their personnel file. The affected employee retains the right (under the Public Disclosure Act) to object to such request.

5.7.2. At least once a year, an employee shall be allowed supervised access to his or her personnel files and shall be permitted to obtain copies of any portion of his or her file. Access more frequently than once per year shall be granted upon a showing of reasonable need.

5.7.3. An employee requesting that his or her personnel file or portions thereof be released to persons other than themselves must provide written authorization specifying the material to be released and the name of the party to whom the information is to be released. The employee, if requested by the Employer, shall sign an Employer indemnification agreement as a condition of third party release.

5.7.4. The following conditions shall apply to information placed in or removed from an employee's personnel file:

a) An employee shall be allowed Employer supervised access to his or her personnel file at a time mutually convenient to the employee and the Employer.

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

c) An employee shall be permitted to submit written rebuttals on information placed in his or her file. Such rebuttals shall be attached to the information which generated the rebuttal.

5.8. Job Descriptions

5.8.1. The Employer shall be required to provide job descriptions for each employee classification of the department. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

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5.9. Sexual Harassment

5.9.1. The Employer shall provide an oral or written presentation to the work force as to what constitutes sexual harassment in the work place under Washington law. Employees shall be provided with written guidelines by the Employer as to what may be construed as sexual harassment.

5.9.2. Prior to initiating any other formal action, an employee and/or his or her representative shall be required to notify the Employer as to any event which the employee may construe as being sexual harassment. Upon receiving a report of sexual harassment, the Employer shall conduct an investigation to determine the merit of the allegations and initiate appropriate remedial action, if warranted.

5.10. Vacation Leave Transfer

5.10.1. Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County Resolution 91-314 (as amended by County Resolution 02-426).

5.11. Working Out of Classification

5.11.1. Any employee assigned to work out of classification, in a higher paid classification, by direction of the Employer 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.

5.11.2. It shall be the employee's responsibility to notify the Employer of the claim for working out of classification pay by means of a submission of such claim on the applicable monthly time reporting system. Any claim not submitted within thirty (30) calendar days of the time accrued shall be void.

5.12. Sub-Contracting

5.12.1. 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	An 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.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The normal work week for support staff shall consist of five (5) eight (8) hour days, Monday though Friday, with two (2) consecutive days off. The requirement of consecutive days off may not apply when the Employer directs overtime service during that period. Notwithstanding the foregoing, an alternate shift schedule may be made by mutual agreement of the Union and the Employer.

6.1.1a The Senior Paralegal may at times be required to work on Saturday and/or Sunday,and flex his or her work schedule to avoid overtime, provided, the Senior Paralegal was given reasonable prior notice. The flex work schedule alternative days and/or hours off shall be at the Senior Paralegal's choosing provided it does not unduly interfere with the operations of the Prosecuting Attorney's Office.

6.1.2. Employees shall report to work between the hours of 7:00 a.m. and 9:00 a.m. An employee's specific starting time shall be determined by the Prosecuting Attorney or designee.

6.2. Overtime

6.2.1. Compensable hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular hourly rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 6.3. All overtime, excluding obligatory overtime, shall be pre-authorized by the employee's supervisor and approved by the Prosecuting Attorney or his designee. Overtime compensation shall be paid in ten (10) minute increments.

6.3. Compensatory Time

6.3.1. Upon approval of the Employer, an employee may 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 at a time, and may use a maximum of 40 hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

b) 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 or his designee for consideration on or before the 20th of the current payroll month. In addition, the Employer may cash out any accrued compensatory time once a year at the end of November.

c) Compensatory time off shall be scheduled with the approval of the Employer and may be utilized in one hour or greater increments.

6.3.2. Scheduling of the taking of compensatory time off is to be by approval of the Employer or designee., Once scheduled, it may only be denied in the event of an 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. The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of compensatory time off.

6.4. Call Time

6.4.1. There will be a guarantee of one (1) hour pay from time of call-in service. "Call-in" time shall be defined as those hours an employee is required, during his or her off duty time, excluding those hours which are contiguous with an employee's normal work hours, to report to work. Such compensable time shall be paid portal to portal. Any time over such guarantee will be paid for the actual time worked at the employee's applicable hourly rate of pay. An employee required to fulfill work obligations over the telephone, while off duty, shall be compensated in accordance with Section 6.2., Overtime and the aforementioned minimum shall not be applicable.

6.5. Rest & Lunch Breaks

6.5.1. An employee shall be permitted, during the course of his/her shift, to take two (2) fifteen (15) minute rest breaks, all such breaks to be taken as time permits. If an employee fails to take any or all such breaks, for whatever reason, he/she shall have no right to claim any compensation for that time.

6.5.2. An employee, during the approximate midpoint of his/her shift, shall be entitled to one (1) hour non-paid lunch break. If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee shall be compensated at the employee's applicable rate of pay.

7. EMPLOYEE BENEFITS

7.1. Benefit Eligibility

7.1.1. 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 benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits.

7.2. Holidays

7.2.1. The Employer and employees shall recognize ten (10) paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	November
Christmas Day	December 25
1 Personal Day *	Vacation Credit

*Each employee shall be credited 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.

7.2.2. Employees shall have the courthouse recognized holidays off. Should the recognized holiday fall of the employee's regularly scheduled day off, the employee shall be given the next adjacent day off, or with mutual agreement of the Employer another day within the work week.

7.2.3. An employee required to work on a designated holiday, in addition to their normal monthly salary, shall be paid for all hours worked at one and one half times the employee's regular hourly rate of pay.

7.3. Vacation

7.3.1. All regular full-time employees in the bargaining unit shall accrue vacation in accordance with the schedule listed below. 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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MONTH S OF COUNTY SERVICE	ACCRUAL RATE HOURS PER MONTH	ACCRUAL RATE HOURS PER YEAR
0-12	8.50	102
13-24	8.50	102
25-36	9.00	108
37-48	9.50	114
49-60	10.66	128
61-72	10.66	128
73-84	11.00	132
85-96	11.50	138
97-108	12.00	144
109-120	12.66	152
121-132	12.66	152
133-144	13.00	156
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	14.50	174
193-204	15.00	180
205-216	15.50	186
217-228	16.00	192
229+	16.33	196

7.3.2. Vacation shall be utilized and charged for the number of hours used and in no event less than one quarter (.25) hour. Vacation request shall be submitted to the employee's supervisor and will be processed in accordance with office needs and in order of receipt. Leave will be granted on a first come first serve basis.

7.3.3. An employee directed by the Prosecuting Attorney to return to work, while the employee is on a scheduled vacation shall be paid for all hours worked and shall not be charged a vacation day for the day (eight [8] hours) which he or she is required to work. Additional vacation credit may be granted by the Employer upon the showing by the employee of substantial disruption of the employee's vacation caused by necessity of travel. The employee shall be reimbursed for all out of pocket travel and lodging expenses incurred as a result of the requirement to return to work. An employee shall make a reasonable effort at seeking a refund, where possible. At the time the employee is informed of the necessity to return to work during vacation, the employee shall have the responsibility to inform the Prosecuting Attorney of the potential costs to be incurred by the Prosecuting Attorney under this section. This section shall not be available to an employee whose own fault caused the necessity of recall.

7.3.4. Once scheduled, an employee's vacation shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists.

7.3.5. An employee who separates from County employment shall be paid for a prorated portion of accrued days. Annual leave may be accrued to a maximum of two hundred forty (240) hours. All hours accrued in excess of the maximum shall be cashed out at the employee's straight time rate of pay unless accrual of excess vacation is waived as set forth in Section 7.3.6. An employee who retires, suffers termination of employment, or is laid off shall be paid by the Employer at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

7.3.6. In the event a scheduled vacation is canceled pursuant to the provisions of 7.3.5., and in the event such cancellation or denial impacts the maximum two hundred forty (240) hour accrual, at the discretion of the Employer, the employee shall either be allowed to accrue above the two hundred forty (240) hour maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Prosecuting Attorney permits the accrual ceiling to be exceeded, the employee must pull back within the two hundred forty (240) maximum within ninety (90) calendar days of the date of exceeding the maximum, or

the employee will be paid back to the two hundred forty (240) hour maximum. The Prosecuting Attorney shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) calendar day period.

7.4. Health and Welfare Insurance

7.4.1. Effective January 1, 2015, based upon December 2014 hours the Employer shall remit, as outlined in 7.4.2 below, 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 sum required for the following plans:

Insurance Coverage	Premium
Medical – Plan B	$1135.90
Time Loss Plan C	$8.00
Dental – Plan A	$130.50
Vision – Extended	$14.90
Total Premiums	$1,289.30

7.4.2. Effective January 1, 2015, the Employer will contribute toward the premiums for the insurance enumerated in Section 7.4.1 a total of nine hundred fifty dollars ($950.00). The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction. Effective November 1, 2015, the Employer will contribute toward the premiums for the insurance enumerated in Section 7.4.1 a total of one thousand dollars ($1,000). The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

7.4.3. Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased, the Employer's contribution shall at all times be one thousand dollars ($1,000) toward the plans outlined in 7.4.1. Those premiums are allocated by agreement of the parties so that dental and vision insurance is fully paid through the Employer's contribution.

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

7.4.5. 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.

7.4.6. Trust Agreement. The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

7.4.7 Current Employee enters Prosecutor's Bargaining Unit. Whenever a current Lewis County employee enters into the Prosecutor's bargaining unit from another bargaining unit or from a non-represented position in which health care in 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 (2nd) contribution.

7.4.8 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-

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represented employees or non-interest arbitration eligible units, then Prosecutor's members shall receive the same additional benefit.

7.5. Group Life & Health/Accident Insurance

7.5.1. Life Insurance. A group life insurance policy is provided for each employee in the amount of twelve thousand dollars ($12,000). The employer pays the entire premium and the coverage is effective upon the first day of the month following the month in which the employee is hired, unless the employee is hired on the 1st. In the event the amount of the group coverage for employees is increased during the term of this agreement, such increased amount shall also be provided to the employees covered by this Agreement.

a) Dependents can also be covered for an amount and at the cost identified in the yearly resolution of benefits at the employee's expense.

b) Supplemental life insurance shall also be made available to the employees at the employee's own expense. The amount of supplemental life insurance coverage that is available shall be determined by the provider.

7.5.2. **Health & Accident Insurance**: Health and accident insurance coverage information shall be provided for each employee. The employer pays the entire premium and the coverage is effective upon the first day of the month following the month in which the employee is hired, unless the employee is hired on the 1st. Information on the specific benefits provided by this program shall be provided by the Employer to an employee upon initial employment.

7.5.3. The monthly premiums, for the above listed benefits, are independent of any other monthly contributions made on an employee's behalf for health and welfare coverage.

7.6. Bereavement Leave

7.6.1. Up to three (3) days with pay per decedent shall be granted without any sick leave debit in the case of a death of the employee's spouse, spouse's parents, child, parent, grandparents, siblings, spouse's siblings, or other person who is a non-pecuniary resident of the employee's household.

7.6.2. 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, or grandchild, and any other person who is a non-pecuniary resident of the employee's household.

7.7. Sick Leave

7.7.1. With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. There shall be a maximum accumulation of thirteen hundred twenty (1320) hours. Sick leave may be used in fifteen (15) minute increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness. A written sick leave slip must be submitted for approval prior to authorization for payment.

7.7.2. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild, and any relative living in the employee's household. An employee may use accrued sick leave for maternity or paternity purposes. Any absence for an illness, sickness, disability, or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour.

7.7.3. An employee who takes more than three (3) workdays sick leave due to any one illness or for three (3) consecutive sick leave days for self or for illness in the immediate family may be required by the Prosecuting Attorney or his designee to produce a letter from a medical doctor verifying the illness or necessity of attendance.

7.7.4. Any employee, except temporary, probationary, or just cause terminations, shall receive remuneration at a rate equal to one (1) hours 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 benefits.

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

7.8. Training

7.8.1. The Employer shall be permitted to conduct or direct the attendance of an employee, and such employee shall attend, any and all school and training sessions as directed by the Employer.

7.8.2. An employee attending Employer mandated training shall be compensated at the employee's applicable rate of pay.

7.8.3. All employer-mandated training time for an employee commuting to training outside the employee's normal portal to portal travel shall be paid at the employee's applicable rate of pay.

7.8.4. The Employer shall pay for tuition or registration fees and reasonable expenses incurred incident to such mandated attendance.

7.8.5. Voluntary attendance at non-required training courses, for the purpose of individual career advancement or enhancement, shall not be considered compensable work time provided that the following four (4) general principles are met:

a) Attendance must occur outside the employee's regular working hours; and

b) Attendance must, in fact, be voluntary; and

c) The employee must do no productive work while attending; and

d) The program, lecture, or meeting should not be directly related to the employee's job.

7.8.6. The Employer shall endeavor to provide training to support staff employees on an on-going basis. A written request for such training shall be made by the employee to the Prosecuting Attorney or his designee at least fifteen (15) days in advance of the requested training. The Employer shall either approve or deny the employee's request within seven (7) calendar days from the date of receipt, based on funding restraints, adequate staffing, and/or job relevance.

7.9. Shop Steward & Negotiating Committee

7.9.1. The Shop Steward(s) and/or designated negotiating committee member(s), for an aggregate total not to exceed two (2) employees, shall be allowed to participate in contract negotiations without debit to accrued leaves or without loss of pay. The Employer may request that negotiations be conducted on a "split time" basis, half on Employer paid time and half on the employee's non-paid time and such request would be honored provided that advance written notice is provided to the Union.

7.9.2. The Shop Steward(s) shall also be permitted to post appropriate meeting notices and general Union information on employee bulletin boards and confer with the Union Representative during working hours provided that such contacts do not unduly interrupt his or her required work.

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7.10. Educational Reimbursement

7.10.1. 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 full-time, regular employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

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

7.10.3. An employee requesting tuition reimbursement must submit a written application showing: **a)** the course curriculum description; **b)** dates and times of classes; **c)** duration of the course; **d)** narrative statement of how the course will benefit the Employer as well as the employee.

7.10.4. 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.

7.10.5. 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 pay check 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.

7.10.6. Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel shall be borne by the employee. Book reimbursement may be requested and may be granted on a case by case basis; however, book reimbursement shall be at the sole discretion of the Employer.

7.11. Longevity

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

Months of County Service	Amount added to Salary
After 7 years	$ 42.00 per month
After 8 years	$ 48.00 per month
After 9 years	$ 54.00 per month
After 10 years	$ 60.00 per month

and an additional $ 6.00 per month for each year after ten.

8. THE EMPLOYMENT RELATION AND DISCIPLINE

8.1. Commencement and Termination of the Employment Relationship

8.1.1. The employment relationship is commenced by completion of all of the following: an application, presentation of credentials required by the Employer and by law; authorization by the Prosecuting Attorney to perform duties; establishment of payroll credential; and commencement of performance of duties.

8.1.2. The employment relationship ceases upon the occurrence of any of the following events: resignation, including retirement; continued absence from work following exhaustion of applicable authorized leave; termination.

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8.2. Duties of Employment

8.2.1. All employees shall conduct themselves courteously and in a manner that will be consistent with the established rules and regulations, and work together, individually and collectively to perform the duties assigned, to the satisfaction of the Employer.

8.2.2. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that cessation or interruption of the services of the employees is in violation of this Agreement.

8.2.3. During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position, or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment for the propose of inducing, influencing or coercing a change in his or her conditions of compensation, or the rights, privileges, conditions, or obligations of employment.

8.2.4. The Union and the employees agree that they will not honor any picket line established by any labor organization in the event of being called to cross such picket line in the performance of duty.

8.2.5. An employee covered by this Agreement who engages in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer.

8.2.6. An employee shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties, or interruption of work or prohibition contained in the foregoing paragraphs.

8.2.7. In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Union of the alleged breach. The Union shall use all reasonable effort to secure employee compliance with this Section.

8.3. Just Cause

8.3.1. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to new hire probationary employees, whose employment is strictly "at will."

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

8.4. Degree of Discipline

8.4.1. It is the responsibility of the Employer or designee to investigate and evaluate the circumstances and facts of any complaint or allegation made against an employee. The Employer will then apply the most suitable form of discipline provided that a determination is made that discipline is warranted. There are several types of disciplinary actions which may be applied to discourage detrimental behavior or actions. The employee has the right of Union representation at each step of the discipline procedure.

8.4.2. Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action.

8.5. Types of Discipline

8.5.1. Oral Warning: This type of discipline should be used for infractions of relatively minor degree. The Employer should inform the employee in private that it is an oral warning and that the employee is being given an

opportunity to correct the condition. If the condition is not corrected, the employee will be subject to more severe disciplinary measures.

8.5.2. Written Warning: This notice will be issued by the Employer in the event the employee continues to disregard an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction in detail and will sign the notice and discuss it with all parties to assure that reasons for the disciplinary action are understood by all.

8.5.3. Suspension: This form of discipline is administered as a result of: **a)** a significant infraction; or **b)** violation after the employee has received a written warning and has not adequately improved performance. This is a significant form of discipline. The Employer shall set forth the steps leading to the reason for the disciplinary suspension and the duration of the suspension. The employee shall be informed of the disciplinary action, making the employee fully aware of the reasons for such act. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file with a copy provided to the employee.

8.5.4. Discharge: Prior to taking action on the discharge of an employee, the Employer should have reasonable cause to believe that sufficient facts exist to make the decision. If in the opinion of the Employer, the infraction(s) is so severe as to necessitate immediate termination, the Employer should take action by placing the employee on suspension without pay until completion of the pre-termination hearing. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a permanent termination.

9. GRIEVANCE PROCEDURE

9.1. Purpose and Scope

9.1.1. 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.

9.2 Time Limits

9.2.1. 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.

9.3. Processing Steps

9.3.1. Step One: The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Prosecuting Attorney within fourteen (14) calendar days of the events giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Prosecuting Attorney shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

9.3.2. Step Two: Should Step One fail to resolve the grievance, the Union shall within fourteen (14) calendar days after the Union's receipt of the Prosecuting Attorney's or designee's decision give notice to the Employer of its intent to submit the grievance to arbitration. Any disciplinary matter other than suspension, demotion or discharge shall not immediately proceed to arbitration but shall be held in abeyance and be subject to resolution by arbitration only if such prior discipline is being relied upon by the Employer in the case of a subsequent disciplinary action, in which case the grievance which was held in abeyance will be decided at the arbitration of the subsequent disciplinary matter.

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9.4. Arbitration

9.4.1. 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. 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.

9.4.2. Within fourteen (14) calendar days following receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five (5) arbitrators from the list in 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.

9.4.3. 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.

9.4.4. 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.

9.4.5. 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,

9.4.6. Each party shall bear its own costs associated with the arbitration, including attorney's fees and shall pay one-half of the cost of the arbitrator.

9.4.7. The arbitrator's decision shall be made in writing and shall be issued to the parties

10. EMPLOYEE COMPENSATION

10.1. Salaries

10.1.1. Salary schedules shall be attached to this agreement as appendixes.

10.2. Pay day

10.2.1. The pay day for all work performed in the previous calendar month shall be the fifth day of the following month, but if the fifth falls on a non-work day, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the fifth. Earned overtime shall be subject to payment at the pay date following the month in which such overtime was earned. A mid month draw day shall be permitted to the employee to the extent allowed by statute.

10.2.2. The pay check stubs shall include an attached breakdown of the following information: Base wage, overtime pay, Sick Leave pay and Vacation pay.

10.2.3. 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 payday is established by the Commissioners, it shall remain the payday for the balance of this Agreement. Such alternate payday for all work performed in a 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.

10.2.4. If and when the Employer's new payroll system becomes available, the new pay days will be the 10th and 25th of each month, however, prior to implementation, the Employer must provide sixty (60) days written notice to the employees and the union. When the aforementioned goes into effect, compensation for time from the 1st of

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the month through the 15th shall be paid on the 25th, and compensation time from the 16th through the end of the month shall be paid on the 10th of the following month. Should the 10th or 25th fall 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 in the pay cycle the overtime was earned.

11. SENIORITY

11.1. Seniority Standing

11.1.1. Each employee shall have seniority standing equal to such employee's continuous length of service with the Prosecuting Attorney's Office in a position within the bargaining unit. A seniority list shall be attached to this agreement as Appendix B.

11.1.2. Seniority shall be terminated by separation from County employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence, however, the Employer, at the Employer's sole discretion, may grant continuance of seniority in the case of a leave of absence for educational purposes. An Employer granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

12. LAY OFF

12.1. Procedure

12.1.1. In the event of a lay-off of regular employees, such employees shall be laid off in reverse order of seniority within the bargaining unit.

12.1.2 Employees to be laid off shall be notified, in writing, a minimum of thirty (30) calendar days in advance of the anticipated event.

12.1.3 When employees have the same seniority date in the bargaining unit, ties shall be determined by continuous length of service in the Prosecutor's Office. Should there still be a tie; it shall be deremined by the employees' continuous length of service with the Employer. Should there still be a tie: the tie shall be deremined by a coin flip by the Prosecutor, witnessed by the Union and the affected employees. An employee returning from layoff shall maintain his/her last date of hire. However, an employee shall not accrue benefits during his/her layoff period. For example, an employee who worked 60 months prior to being laid-off and was laid-off for 12 months shall return and resume accruing vacation starting at the 60 month level of accrual.

12.1.4 While in layoff status only, the employees; right of recall shall expire and seniority shall be broken after twelve (12) months.

12.1.5 Employees who are on layoff status, shall be recalled into any bargaining unit vacancy by seniority provided the employee is qualified to fill the position. Vacant positions are positions that have remained vacant after the requirements of article 5.2 have been filled. "Qualified" shall mean possession of knowledge, skills, and ability to carry out the duties and task related to functions of the position.

12.2 Reduction of Hours

12.2.1. Voluntary Reduction of Hours: Based upon mutual agreement between the Employer and the employee, the Employer may request an employee(s) to voluntarily reduce his or her normal weekly work hours on a temporary or permanent basis. Employee(s) may volunteer to accept the reduced hour weekly work schedule, however, following the offer and acceptance of reduced work hours schedule, the Union and the Employer shall meet to set forth in writing the specific conditions under which the reduced weekly work hour schedule shall be worked (e.g., reversion rights, benefit accrual, etc).

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12.2.2. Mandatory Reduction in Hours: The Employer is entitled to mandate the reduction of employee's normal work weekly hours, however, any such mandatory reduction of an employee's normal weekly work hours shall be considered tantamount to a layoff and shall be handled in accordance with Section 12.1., Lay off Procedures of this agreement.

13. USE OF VOLUNTEERS

13.1. Limitations

13.1.1. Volunteers, casual employees or individuals providing services to the Employer through a State or Federally funded retraining work programs may be used to supplement but not supplant a support staff position in the work force.

14. SEVERABILITY

14.1. Repealer in Conflict with Law

14.1.1. In the event that any portion of this Agreement is held contrary to Federal or State statute or law, such portion shall be null and void, provided, however, that negotiations shall be immediately reopened by the parties pertaining only to that portion which is held contrary to law.

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15. DURATION OF AGREEMENT

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

15.2. 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 the substance and instrumental language of the changes by mail to the other party by October 1st of the last year to the agreement.

Signed this 28 day ofDecember, 2015.

TEAMSTERS UNION LOCAL NO. 252

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

Russ Walpole, Business Agent

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Edna J. Fund, Chair

P.W. Sculte, Vice Chair

Gary Stamper, Commissioner

LEWIS COUNTY PROSECUTOR'S OFFICE

Jonathan Meyer, Prosecuting Attorney

Attest:

Clerk of the Board

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16. APPENDIX A - Salary Schedules

16.1. January 2015 Wages

16.1.1. The below listed salary schedule represents a zero percent (0%) base wage increase over the 2013 Salary Schedule. This salary schedule shall become effective January 1, 2015.

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M
14	2,692	2,759	2,827	2,898	2,970	3,045	3,121	3,199	3,279	3,361	3,446	3,531	3,620
15	2,825	2,897	2,969	3,043	3,119	3,198	3,277	3,359	3,444	3,529	3,617	3,708	3,801
17	3,115	3,194	3,273	3,355	3,439	3,525	3,613	3,704	3,796	3,891	3,988	4,088	4,190
19	3,435	3,521	3,609	3,699	3,791	3,886	3,983	4,083	4,185	4,290	4,397	4,506	4,620

16.2. November 2015 Wages

16.2.1. The below listed salary schedule represents a one point two percent (1. 2%) base wage increase over the January 2015 Salary Schedule. This salary schedule shall become effective November 1, 2015.

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M
14	2,765	2,834	2,903	2,976	3,051	3,128	3,206	3,286	3,368	3,452	3,540	3,627	3,718
15	2,901	3,125	3,202	3,283	3,364	3,448	3,535	3,623	3,713	3,807	3,901	3,998	4,099
17	3,200	3,281	3,362	3,446	3,533	3,621	3,711	3,805	3,899	3,996	4,097	4,199	4,304
19	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

16.3. Step Advancements

16.3.1. A step A employee shall be entitled to advancement to Step B upon completion of twelve (12) months service in such step

16.3.2. A step B employee shall be entitled to advancement to Step C upon completion of twelve (12) months service in such step.

16.3.3. A step C employee shall be entitled to advancement to Step D upon completion of twelve (12) months service in such step.

16.3.4 A step D employee shall be entitled to advancement to Step E upon completion of twelve (12) months service in such step.

16.3.5. A step E employee shall be entitled to advancement to Step F upon completion of twelve (12) months service in such step.

16.3.6. A step F employee shall be entitled to advancement to Step G upon completion of twelve (12) months service in such step.

16.3.7. A step G employee shall be entitled to advancement to Step H upon completion of twelve (12) months service in such step.

16.3.8. A step H employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

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16.3.9. A step I employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

16.3.10. A step J employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

16.3.11. A step K employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

16.3.12. A step L employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

16.3.13. A step M employee shall be entitled to advancement to Step I upon completion of twelve (12) months service in such step.

16.3.14. The Prosecuting Attorney, at the Prosecuting Attorney's sole discretion, may start a new hire through Step C of the salary schedule depending on the employee's experience and job qualifications.

16.4. Classifications and Salary Ranges:

16.4.1. The classifications and ranges listed below shall become effective as of January 1st of each respective year as set forth below. Step placement on each range shall be commensurate with the employee's tenure in a particular classification with this Employer unless started at a higher step by the Prosecuting Attorney in which case the employee shall progress to his/her next step within the time guidelines set forth above. Individual step placements and step advancement anniversary dates shall remain unaffected when a salary range adjustment occurs.

Classifications	2012 Salary Ranges
Office Assistant	Grade 14
Legal Assistant	Grade 15
Paralegal	Grade 17
Senior Paralegal	Grade 19

16.4.2. The employee's individual regular hourly rate of pay, for application under this agreement, shall be computed in accordance with the requirements set forth in the Fair Labor Standards Act.

16.4.3. The Senior Paralegal may perform the duties of Superior Court Trial Calendars and Decline Letters for Chief Criminal and Chief Civil Deputy Prosecuting Attorneys. These duties are part of the Senior Paralegals pay and are not subject to article 5.11, Out of Classification pay. In addition, the Superior Court Trial Calendars and Decline Letters will not acclimate into bargaining unit work.

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

16.5.1 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 Prosecutor's members, the Prosecutor's 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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17. **APPENDIX B - Seniority Dates**

	Date of Hire
Teri Bryant	11/01/1995
Holly Miller	08/01/1996
Cassandra Cutler	04/30/2001
Julainne Baum	07/30/2001
Sherri Heilman	01/01/2002- LCPA Seniority Date 11/23/1998- Original County Date of Hire
Shandi Cardin	08/17/2007
Alecia Simonds	08/27/2007
Traci Vaughan	10/01/2007 –LCPA –Seniority Date 09/05/2000 – Original County Date of Hire
Johna Martin	04/02/2008
Brittani McConnell	01/01/2012
Heather Maine	11/19/2013

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

COLLECTIVE BARGAINING AGREEMENT

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

☐ New Account ☒ Renewal — Account No. 126875 Approximate No. of Covered Employees 10

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	$1135.90
Life/AD&D	☐ A - $30,000 Employee/$3,000 Dependent ☐ B - $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$
Weekly Time Loss	☐ E - $500 ☐ A - $400 ☐ B - $300 ☒ C-$200 ☐ D-$100	$8.00
Disability Waivers	☐ Additional 9 months Disability Waiver of Contributions - Medical only	$
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 _____ **For Union** _____

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

Executive Summary

BOCC Meeting Date:
2015-12-21

Contact:
Daleyn Coleman

Department:
Human Resources

Wording
Resolution to approve a collective bargaining agreement between Lewis County and Teamsters 252 Prosecuting Attorney's clerical group for calendar year 2015

Description
The Prosecuting Attorney's clerical group contract representing the employees of the Prosecutor's Office 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 $950 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.

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

Other

BOCC AGENDA ITEM SUMMARY

Resolution #: 15-390 **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 Prosecuting Attorney's clerical group for calendar year 2015

Brief Reason for BOCC Action:

The Prosecuting Attorney's clerical group contract representing the employees of the Prosecutor's Office is being presented for approval by the BOCC.

Submitted By: Coleman, Daleyn **Phone:** x1408

Date Submitted: Dec 10, 2015

Contact Person Who Will Attend BOCC Meeting: Daleyn Coleman

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date: Dec 21, 2015

Publications:

Publication Dates:

Additional Copies

Becky Sisson
Suzette Smith
Graham Gowing
Grace Jiminez
Janelle Kambich

F