BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND AFSCME 1341 FOR CALENDAR YEAR 2015) RESOLUTION NO. 15-346

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed the 2015 Collective Bargaining Agreement between Lewis County and AFSCME 1341, representing Community Services employees; and

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

NOW, THEREFORE BE IT RESOLVED that the aforesaid Collective Bargaining Agreement between Lewis County and AFSCME 1341 is hereby approved and the Board of County Commissioners is authorized to sign the same.

PASSED IN OPEN SESSION this 30th day of November, 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

AGREEMENT

BY AND BETWEEN

LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS AND LEWIS COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

AND

LOCAL 1341

OF

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AFSCME

AFL-CIO

2015

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COLLECTIVE BARGAINING AGREEMENT

Lewis County, a political subdivision of the State of Washington, by and through its Board of County Commissioners, hereinafter known as the "Employer", and the Washington State Council of County and City Employees and Local 1341 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter known as the "Union", do hereby enter into agreement for the purpose of providing and promoting harmonious relations between the Employer and the employees, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, and other terms and conditions of employment.

DECLARATION OF PRINCIPLES

Subject to law and the paramount consideration of service to the public, employee/ management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Lewis County Department of Public Works and Lewis County Department of Community Development, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

1. RECOGNITION

1.1 For the purpose of collective bargaining with respect to wages, hours and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of certain employees in the Lewis County Department of Public Works and Lewis County Department of Community Development, as identified in the appropriate attached appendices.

1.2 When any new job classification is created, the Employer shall notify the Union of the creation of such classification. Such newly created classification shall either be in or out of the bargaining unit, depending upon whether the newly created classification is consistent with the duties, confidentiality, responsibilities, and general organizational structure of the particular department.

1.3 Employee Definitions.

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

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

1.3.3 Probationary Employee. A probationary employee shall be defined as an 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. During the employee's initial six (6) months' employment with the Employer, the employee shall accrue seniority, vacation days and sick leave. The employee shall not be allowed to use vacation days during the probationary period. The employee may not exercise seniority or bidding rights during probationary status without approval of the Department Director.

1.3.4 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, not to exceed 1040 hours in any calendar year. A casual employee shall be excluded from the terms and conditions of this agreement. Disputes arising from application of this provision shall be resolved through the grievance procedure.

1.3.5 Intern/Project Employee. The Employer and the Union agree that Project Employment shall be defined as employment which groups together employees whose length of service is contingent upon federal, state, or other grant funding for specific non-continuing projects. A project employee is an employee whose position is temporary and has an emphasis towards "on-the-job" training. Intern/Work Study employees will be treated as project employees. The positions may extend beyond the 4 months as described in Lewis County Policy if educational requirements or grant funding requirements allow/mandate. An internship may be paid, unpaid or partially paid.

a) Project employees shall not be used to reduce or replace the number of regular employees.

b) Interns/Work Study employees must be under the supervision of a County employee who is qualified to conduct the internship

c) All positions must comply with Federal, State and Local law.

d) Prior to approval all agreements will be reviewed by the Risk Management Department concerning liability issues.

e) If work study is more than 1 year of uninterrupted service, then the project employee will be required to become an AFSCME Union member

2. UNION/EMPLOYER RELATIONS

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

representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Section 28, "Savings Clause", and/or Section 29 "Termination/Reopener" shall be as follows:

2.1.1 Scheduling. Unless altered by mutual agreement, negotiations shall be scheduled in order that one-half (½) of the negotiation time shall occur during the normal work day and one-half (½) occur beyond the normal work day.

2.1.2 Release Time. Not more than two (2) bargaining unit members shall be allowed to participate in contract negotiations on Employer paid time, unless mutually agreed upon by both parties. Such attendance shall be on a "split time" basis, half on Employer paid time and half on the employee's non-paid time, provided, that the Employer provides advance notice of intent to request split time attendance at negotiation sessions. No such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or designee, to the public would be interrupted or withheld.

2.1.3 The Union, through its represented employees, shall be allowed, collectively and aggregately sixty (60) hours of employee work time for negotiations involving a total contract re-opener, or (ii) thirty (30) hours of employee work time for a partial contract re-opener.

2.1.4 The Shop Steward or Union representative shall also be permitted to post appropriate meeting notices and general Union information on employee bulletin boards, emails, faxes or other county maintained means of communication.

2.2 Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union.

2.3 Labor/Management meetings shall be held quarterly, if requested by the Union or the Employer, and may be held more often upon mutual agreement of the parties.

2.4 Investigations

2.4.1 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.

2.4.2 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.

2.4.3 Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the 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.

2.4.4 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. If the employer elects to place the employee on unpaid administrative leave, and the employee is exonerated through the investigation process of all charges, then the employee will be made whole in salary and benefits.

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

2.4.6 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.

2.4.7 The employee shall receive a copy of any disciplinary material made a part of the employee's file.

3. MANAGEMENT RIGHTS

3.1 Customary Functions:

3.2 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:

3.2.1 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;

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

3.2.3 to determine the number of employees to be employed;

3.2.4 to hire employees, determine their qualifications, and assign and direct their work;

3.2.5 to evaluate employees' performances;

3.2.6 to promote, demote, transfer, lay off and recall to work employees;

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

3.2.8 to determine the amount and forms of compensation for employees;

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

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

3.2.11 to use independent contractors to perform work or services;

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

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

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

3.2.15 to determine the number, location and operation of departments, divisions, and all other units of the Employer;

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

3.3 Non-Waiver. 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 or other limitation of the Employer's ability to exercise any such right, prerogative, or function. However, the Employer recognizes that RCW 41.56 may impose an obligation for Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

3.4 Employer Options. 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.

3.5 Performance Standards. 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 schedules, and measure the performance of employee. No revision of performance standards and/or policies shall be made without prior notification to the Union.

3.6 All employees and management shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors. If requested by the Employer or designee, an employee shall acknowledge in writing receipt of a copy of any new policy/procedure. The employee shall read the policy within two (2) working days of the time of receipt and sign to acknowledge receipt.

3.7 Should there be any conflict between County Resolutions and this Agreement, the Agreement shall prevail as long as the agreement does not violate state or county statute.

4. SENIORITY, JOB BIDDING & PROMOTION, JOB VACANCIES AND PROBATION

4.1 Seniority.

4.1.1 Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within the employment classification. A seniority list shall be included in the applicable appendices.

4.1.2 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 unless specified differently in this Agreement or applicable appendices. An Employee granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

4.1.3 An updated seniority list shall be provided annually in January. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status or time loss under Workers' Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status, Section 25, or leave of absence, Section 18, shall not cause total loss of original seniority position, but such period shall cause the previous seniority hire date to be advanced in time by the amount of calendar days absent so as to provide a new adjusted seniority hire date.

4.2 Job Bidding

4.2.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of development or establishment of a new job classification or assignment within the bargaining unit, a notice of such opening shall be posted on all bargaining unit employee bulletin boards for five (5) working days. Such notice shall contain the specific job classification or assignment and the criteria required for application to the position. Employees in the bargaining unit shall be eligible to apply for any opening in a job classification or assignment, other than a temporary opening or assignment. Such applicant must meet the minimum qualifications pertaining to the opening in order to be considered. If only one qualified bargaining unit member applies that member shall be appointed to the open position. In the event that no qualified bargaining unit applicant exists, the employer may fill such position with an individual outside of the bargaining unit. Applications for job openings shall be in writing and shall be submitted to the Employer for consideration.

4.2.2 Vacancies in any job position covered by this Agreement shall be noticed by County email, fax, or hard copy and posted in duplicate in all applicable Public Works Department and Community Development work areas at least five (5) working days prior to filling the vacancy. A copy of job recruitment posting shall be provided to the union president.

4.2.3 A new or reopened position in the bargaining unit will not be posted if there is an eligible and qualified person at the same grade on the recall list under the Layoff/Bumping/Recall Section of this Agreement. Recall of the affected bargaining unit member will take place as prescribed in sections 25.2 and 25.3.

4.2.4 If there is no eligible and qualified bargaining unit member on the recall list, then the position shall be posted and the vacancy filled unless the Employer elects to withdraw the posting and not fill a vacancy. The successful candidate, and the Union president shall be notified in writing within thirty (30) calendar days of the time posting is closed. In such notice, the Employer shall specify the date on which the successful candidate will commence work in the filled position, which date shall not be later than sixty (60) days after the date of the notice.

4.2.5 Applications must be completed within the five (5) day posting period and be delivered to the applicable department director or designee. Fax or emailed copies will be accepted provided a hard copy follows via mail with in five (5) business days of closing.

4.2.6 Management will compile the list of those bidding for the position and a copy will be provided to the Union President, Secretary and the Union Staff Representative.

4.3 Job Vacancies.

4.3.1 Each department director may, at the director's discretion, appoint a hiring committee to fill vacant positions. The director shall give due consideration to the recommendation of the hiring committee.

4.3.2 All employees covered under this working agreement shall have the right to bid for an open position, provided; they meet the minimum qualifications as stated in the job description. The determination of whether a candidate meets the minimum qualification shall be made by the Employer, and may be based upon any, or all, of the following: a written application, interview, testing, and/or a review of past job evaluations. In the event that the Employer determines that there are two (2) or more qualified bargaining unit candidates with equal qualifications, ability, training, and experience, the candidate holding the most seniority within the bargaining unit shall receive the position.

4.3.3 Should a question arise about the required qualifications of a bargaining unit employee bidding for any position covered by this agreement, the matter shall be taken up with the Department Director. The decision of the Department Director will be final.

4.4 Promotions.

4.4.1 Applications for promotion shall be in writing and shall be submitted to the Employer for consideration.

4.4.2 A written and/or oral examination may be required for all promotional or vacant positions. The weight of scoring of the oral and/or written examinations shall be determined by the Employer and/or his designee, however, the weight given to each section of the examination shall be posted at the time the job announcement is made. The minimum qualifications for the promotional or vacant position shall not be arbitrarily reduced after applications have been taken and examinations have been conducted. In the event the minimum qualifications are reduced, the application process shall be reopened using the reduced qualifications.

4.4.3 Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. A change of assigned duties within a job classification shall not be considered a promotion or change in job classification. Within a thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from the promotional or changed position, at the sole discretion of the Employer during the employee's thirty (30) day promotional probationary period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

4.4.4 An employee who changes from one job classification to a higher range job classification shall be placed at the nearest step which will provide a minimum of five percent (5.0%) increase in salary on the salary range of the job classification to which the employee is promoted. If the top of that range is less than five percent (5.0%), the top of the range shall be applied. A higher step may be awarded with approval of the Board of County Commissioners.

4.4.5 In the absence of the regular appointed supervisor of a work unit, the employer may appoint an Acting Supervisor from within the work unit. The selection of the Acting Supervisor shall be at the sole discretion of the Employer. The Employer may develop a job description for the Acting Supervisor's work responsibility and shall provide limited training for the Acting Supervisor. Acting Supervisors shall be appointed by the Employer with the concurrence of the employee selected for the position. The Acting Supervisor position shall not extend beyond six calendar months, unless by mutual agreement between the Union and Employer. The Acting Supervisor will be paid a flat rate of $2.00 per hour in addition to the employee's then current wage.

4.4.6 There shall be a maximum 30 working day trial period for employees promoted to a higher or different job classification. A minimum of forty (40) working hours shall be provided during that period to permit actual supervised instruction and/or experience in the operation and maintenance of the equipment or performance of the job; provided however, this minimum period of time may be curtailed by the Employer in the event the Employer can show the employee's performance was reckless and/or was endangering life or limb or was of a conduct manifestly indicating that the continuance of the trial period would be useless by reason of strong likelihood that the employee would not satisfactorily complete the trial period. Either the minimum or the maximum trial period may be waived upon mutual agreement of the Employer and employee. Employees removed before the completion of the minimum forty (40) hours shall be given in writing the reason for the removal. Unsuccessful candidates shall be returned to their former position. At any time during the first eighty (80) working hours of the trial period, the employee shall have the right to return to his former position.

5. NO STRIKE CLAUSE

5.1 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 the cessation or interruption of the services of the employees is in violation of this Agreement.

5.2 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 purpose of inducing, influencing or coercing a change in his or her conditions of compensation, of the rights, privileges, conditions or obligations of employment.

5.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, or participate in any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted) boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer.

5.4 Employees covered by this Agreement who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer including, but not limited to, recovery of any financial losses suffered by the Employer as a result of such prohibited actions.

5.5 In the event the Employer and/or his designee determines that a breach of any of the foregoing provisions has occurred, the Employer and/or his designee shall, as soon as possible, attempt to notify the Union of the alleged breach.

6. EMPLOYEE DISCIPLINE & DISCHARGE

6.1 An employee shall not be disciplined and/or discharged except for just cause. Just cause shall be as defined in the Enterprise Wire Co. and Enterprise Independent Union, March 29, 1966, 46 LA 359.

Listed, but without limitation, the forms of discipline shall generally include the following:

a) Oral Warning. This type of discipline should generally be used for infractions of relatively minor degree. The Employer and/or designee should endeavor to 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 may be subject to more severe disciplinary measures. Oral warnings are not subject to the grievance procedure.

b) Prior to proceeding to steps c), d) and e), the Employee shall be advised of his/her rights to Union representation.

c) Written Warning. This notice will generally be issued by the Employer and/or designee in the event the employee disregards 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.

d) Demotion. This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

e) Suspension. This form of discipline is generally administered as a result of a significant infraction or violation or for documented on-going deficient performance/behavior problems. This includes the employee showing a pattern of less serious violations and/or exhibits an unwillingness to correct his/her performance.

f) Discharge. This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Director and/or his designee should take action by placing the employee on suspension with or without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

The employer shall not be required to apply concepts of progressive discipline when imposing a sanction and may use whatever discipline appropriate to the situation.

6.2 An employee and the Union shall be notified within 14 calendar days from the time that management becomes aware of an infraction or potential infraction that disciplinary action may be taken against an employee or of an investigation to be conducted regarding said infraction or potential infraction.

6.3 An employee has the right to review his file once per year. At the time of such review, the employee may request that any written disciplinary actions included in his file that are two years old or more be removed. If there have been no subsequent disciplinary actions within that two year period, then the notices may be removed. If the request for removal of an action from the employee's file is denied, then a written explanation of the denial will be attached to the request.

7. GRIEVANCE PROCEDURE

7.1 Election of Remedies. For purposes of this Section, 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.

7.2 Appeals of Discipline. Employees (other than probationary employees) may appeal a disciplinary action other than an oral warning through the grievance procedure as provided in this section.

Any disciplinary action except for oral warnings may be appealed through Step 2 of the grievance procedure.

Disciplinary demotions, suspensions and terminations may be appealed through Step 3 of the grievance procedure.

7.3 The first six (6) months of employment with the department shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee and shall not have access to the grievance procedure over discipline or discharge.

7.4 Definitions/Timelines. 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.

7.5 Steps.

7.5.1 Step One. The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Department Head within fourteen (14) calendar days of the occurrence of 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 Department Head shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

7.5.2 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Department Head's response, submit the grievance in writing to the Board of County Commissioners or designee. The Board of County Commissioners or designee shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

7.5.3 Step Three. Should Step Two fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after the Union's receipt of the Board of County Commissioners or designee's decision, give written notice to the Employer of its intent to submit the grievance to arbitration.

7.6 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 Public Employee Resolution Council (PERC).

7.7 Within fourteen (14) 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.

7.8 The arbitrator shall have no power to render a decision that will add to, subtract from, 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.

7.9 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.

7.10 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 Employer which is beyond its jurisdiction.

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

7.12 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.

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

8. WAGES

8.1 Wages

8.1.1 Each employee shall be assigned a job classification as specified in his/her applicable Appendix and paid accordingly. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

8.1.2 The Union recognizes the Employer's right to establish new job classifications and following the County's classification process for job reclassification, and the compensation appropriate thereto. The Employer recognizes the Union's right to bargain the compensation if it should disagree with the rate initially established by the Employer.

8.2 COLA

8.2.1 Effective November 1, 2015, all classifications in the bargaining unit will be have a base wage increase by 1.2%.

8.2.2 Cost of Living Adjustment (COLA) to base wage "Me Too" Clause. Should the Board of County Commissioners (BOCC) approve a base wage adjustment for calendar year 2015 for any County non-represented employees or non-interest arbitration eligible units that exceeds the base wage adjustment of AFSCME 1341members, the 1341 members shall receive the same increase of the non-represented or non interest arbitration eligible employees with the same effective date.

8.3 Job Classifications

An employee working out of classification shall be paid in accordance with the following:

8.3.1 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 actual hours worked at that higher classification's lowest rate of pay, provided, such placement shall, in any event, be a minimum of a five percent (5.0%) increase in salary. However, if the top step of the higher range is less than five percent (5.0%), then the top step shall be the rate of pay. No employee shall suffer a reduction in pay when temporarily directed to perform work in a lower paid classification.

8.3.2 If assigned out of class work by direction of the Employer or designee, it shall be the employee's responsibility to claim this 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 thirty (30) calendar days of the time of accrual, shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing minimum 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. PAYDAY

9.1 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-workday, i.e., Saturday, Sunday, or Courthouse holiday, the payday shall be the first workday 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.

9.2 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 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.

9.3 A mid-month draw shall be permitted to the employee to the extent allowed by statute.

9.4 For the purpose of this Section, "workday" shall mean a day the Courthouse is open for business.

9.5 If the Employer's new payroll system becomes available the new pay days will be the 10th and 25th 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 1st of the month through the 15th shall be paid on the 25th, for all compensated time from the 16th through 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 preceding the 10th or the 25th. Earned overtime shall be subject to payment at the pay cycle the overtime was earned.

10. CDL AND DRIVER'S LICENSES

10.1 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license. The employer shall reimburse the employee for the cost of the CDL endorsement renewal minus the cost of the driver's license renewal and any other endorsements not required by the employer for the performance of the job. The Employer shall also provide an allowance of $60.00 to the employee for the required bi-annual CDL physician's exam. Supervisor's signature on the personal reimbursement form, signifies the supervisor has verified the renewed medical credentials and authorizes payment to the employee. The physical exam shall be performed on employee's personal time. Employee shall be eligible for sick leave if the exam is scheduled during normal working hours.

10.2 Driver Record Evaluations. Driver record evaluations will be conducted in accordance with the current County Vehicle Use Policy as approved by the Board of County Commissioners.

11. HEALTH, ACCIDENT AND LIFE INSURANCE

11.1 Effective January 1, 2015, based upon December 2014 hours, the Employer shall provide health and welfare insurance for each regular full-time and regular part-time employee who was compensated for eighty (80) hours or more in the preceding month.

11.2 Employees will be responsible for paying through payroll deduction any premiums in excess of the Employer's contribution. The Employer agrees to offer employees the option of enrolling for "cafeteria" benefits (IRS Code 125) and using pre-tax dollars to pay insurance premiums.

11.3 Effective November 1, 2015 the Employer will increase their contribution to a maximum of $1,000.00 per eligible employee per month towards the insurance premiums for defined medical, dental and vision plans.

11.4 Employees may enroll themselves, their spouses or registered domestic partners, and their dependent minor children. Each Employee may decline coverage, whether for himself or for herself, for his or her spouse, or for his or her dependent minor children.

11.5 Should the Employer's contributions be insufficient at any time to fully fund the premiums charged by the respective insurers for the coverage in which an Employee or his family members are enrolled, then the Employer may deduct the deficiency from the Employee's monthly salary and remit it to the insurers, along with the Employer's contribution amount set out in Section 11.3 and 11.4.

11.6 In the event that the incumbent health insurer provides notice of its intention to cease to insure the Employees in whole or in part, the parties shall proceed as follows:

11.7.1 The parties shall meet promptly to bargain successor insurance coverage.

11.7.2 If their bargaining is unsuccessful, the County shall enroll each Employee in an insurance plan available to it and to all or the Employees through an insurer with which the County then obtains group health insurance for other of its employees. The parties then shall bargain over the effects of the change.

11.7.3 In either event, the Employer shall pay a sum per Employee each month, up to the amount set out in Section 11.3 and 11.4.

11.7.4 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 any County non-represented employees or non-interest arbitration eligible units, then AFSCME 1341 members shall receive the same additional benefit.

12. ANNUAL LEAVE, BONUS PAY

12.1 All regular full-time employees in the bargaining unit shall accrue vacation in accordance with the following schedule, with actual accrual made on a monthly basis.

MONTHS 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

12.2 Eligible part-time employees shall accrue vacation on a prorated basis. Vacation leave is accrued but my not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

12.3 A less than full-time employee who is employed on a regular schedule shall accrue annual leave with pay at the rate the hours actually worked bear to a full-time employee's scheduled work day.

12.4 Annual leave shall be used and charged in quarter-hour (1/4) increments. Non quarter-hour (1/4) increments may be used to supplement other leave time to round up to the next higher quarter hour increments. Annual leave may be accrued to a maximum of three hundred twenty (320) hours; all hours accrued in excess of the maximum may be cashed out at the discretion of the Director unless accrual of excess vacation is waived. The payment would be at the employee's straight time rate of pay. An employee who separates from service shall be paid 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.

12.5 Employees transferring within the several offices and departments (or divisions within departments) of Lewis County shall be entitled to transfer accrued vacation leave to such succeeding office or department (or divisions within departments).

12.6 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 because of unsatisfactory service within the first six (6) months of employment (probation), no accrued annual leave shall be payable.

12.7 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within sixty (60) calendar days from the first available opportunity for its use.

12.8 An employee desiring to use accrued annual leave shall submit a completed County Leave Request Form to his or her immediate supervisor. An employee shall be allowed to take vacation only after scheduled vacation time is approved by his or her supervisor. The supervisor shall respond in writing to the request within ten (10) working days. All vacation requests shall be on a first submitted bases except as noted in 12.9.

12.9 Seniority shall be utilized in the approval of vacations on those requests submitted prior to January 15th of each calendar year. Vacations selected by seniority during the early bid shall be limited to a maximum of two (2) weeks on the first round. Additional vacation time may be bid which exceeds the previously bid two (2) weeks after the bidding cycle has gone through one (1) cycle. After first requests have been handled, second or subsequent requests shall be responded to by the employer within fifteen (15) days of the date of such written second or subsequent requests. The Employer shall approve, reject or ask for rescheduling not later than March 1 of the vacation year. All vacation requests are subject to the approval of the Employer.

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

term "emergency" shall not include Employer scheduling errors or payment of overtime to fill the vacant shifts.

12.11 The Employer may elect to call in an employee while the employee is on vacation leave. If an employee is called back into service while on a day of vacation leave status, such employee shall:
a)not be debited vacation for all hours worked during that day;
b)be afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and
c)be paid double the employee's usual rate of pay for all hours worked during such day, inclusive of any overtime premium payment.

12.12 If the employee is on a scheduled day off which is contiguous to the employee's scheduled vacation leave, and is called into service by the Employer on an emergency basis, the employee shall receive two and one-half (2 1/2) times the employee's normal rate of pay for all hours worked that day, inclusive of any overtime premium payment.

12.13 Employees in this bargaining unit shall be entitled to participate in Employer's "Annual Leave Transfer" policy as set forth in County Resolution 91-314, as amended by County Resolution 02-426.

13. SICK LEAVE/FAMILY LEAVE

13.1 Sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service, to a maximum of one thousand, three hundred sixty (1,360) hours. Part-time employees will receive a pro-rated amount of sick leave based on the hours normally scheduled to work. Sick leave may be used in one-quarter (1/4) hour increments.

13.2 An employee may use sick 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, parent-in-law, any relative living in the employee's household and/or person who is a non-pecuniary resident in the employees household.

13.3 An employee who takes more than three (3) workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to fill out and sign an "Illness Certification" form which shows that the "leave for illness" did in fact "require the employee's absence" beyond a three (3) workday period. This certification form must also show the reasons for the absence. After review of the certification form, the Public Works Director or Community Development Director, as applicable, shall confirm or

deny the eligibility for sick leave beyond the three (3) workday period. The Director, may require the employee to produce a letter from a medical doctor showing necessity of attendance or absence.

13.4 Employees shall report absence due to illness to their immediate Supervisor as near as possible to the beginning of their shift.

13.5 Employees shall notify their Supervisor immediately of any and all on-the-job injuries.

13.6 Employees transferring within the several offices and departments (or divisions within departments) of Lewis County shall be entitled to transfer accrued sick leave to succeeding County offices or departments (or divisions within departments).

13.7 In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Section 11, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage's, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period not to exceed six (6) months, continue insurance coverage's herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

13.8 At the time of separation from service other than for cause, an eligible employee, or in the case of death, the employee's estate, shall receive remuneration at a rate equal to one (1) hour's current 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.

13.9 Family and Medical Leave.

13.9.1 An eligible employee 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 02-044. In the event that the provisions of County Resolution 01-183 as amended by County Resolution 02-044 are in benefit level conflict with the Family and Medical Leave Act as amended of 2008, and its subsequent amendments, the Family and Medical Leave Act shall prevail and shall supersede.

14. BEREAVEMENT LEAVE

14.1 Up to three (3) days with pay shall be granted without sick leave debit in the case of a death of the employee's spouse, child, parent, grandparents, siblings, or spouse's parents, spouse's siblings or other person who is a non-pecuniary resident of the employee's household. An employee shall be allowed to utilize up to three (3) sick leave days for bereavement in the case of death of a family member that 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. Employees who attend the funeral or memorial service of a fellow departmental employee shall receive up to four (4) hours sick leave when such services are held during working hours.

15. MILITARY LEAVE

15.1 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 (21) working 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 time 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 otherwise be 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. Any additional leave will be considered under applicable federal law.

16. HOLIDAYS

16.1 Holidays shall be observed as follows:

New Year's Day -	January 1
M.L. King Day -	3rd Monday in January
Presidents' Day -	3rd Monday in February
Memorial Day -	Last Monday of May
Independence Day -	July 4
Labor Day -	1st Monday of September
Veterans' Day -	November 11
Thanksgiving Day -	4th Thursday in

	November
Day after Thanksgiving Day	4th Friday in November
Christmas Day -	December 25
By Governor's Proclamation -	Any day designated by public proclamation of the Governor of the State as a legal holiday

16.2 Each employee shall be credited eight (8) hours to his or her vacation bank for his or her 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 but will not be available to those employees until completion of their probationary period.

16.3 Employees working a standard Monday through Friday work schedule shall have the courthouse recognized holidays off. Should the recognized holiday fall on 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 workweek. Leave taken on these days is with pay and not charged against annual leave.

16.4 Each employee, excluding Solid Waste Transfer Station employees which is covered in Appendix C, shall receive holiday compensation for work or leave only for the observed holiday, not the calendar holiday. Any legal holiday which falls on Sunday shall be observed on the following Monday. Any legal holiday which falls on a Saturday shall be observed on the preceding Friday. All legal holidays falling within the period when the four/ten (4/10) work schedule is in effect shall be compensated at the ten-hour daily pay rate for employees on such four/ten (4/10) schedule.

16.5 An employee who is designated to work on a County designated holiday and is unable to take an alternate day off during that work week shall be compensated for all hours worked on such holiday at 1 ½ times the employee's regular hourly rate of pay, in addition to their regularly salary.

17. JURY DUTY AND COURT TIME

17.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation and mileage received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation and mileage from the Court. In the event an employee has used his/her private vehicle for jury service, such employee shall be allowed to retain the mileage portion paid by the Court. Employees shall return to work as soon as practical after they are excused by the Court.

17.2 If any employee is subpoenaed or caused to appear in Court by the Employer or by a County Prosecutor's office for the purpose of providing, on behalf of the calling party, a testimony on facts or events arising out of the employee's employment with the Employer, all mandated Court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such Court attendance, or take time off without pay.

18. LEAVE OF ABSENCE

18.1 Any employee may apply for a leave of absence which if granted, shall be subject to the following conditions:

18.1.1 The leave request must be made in writing to the department head, which request shall include the requested date for commencement of such leave, the ending date of such leave and the reason for such request.

18.1.2 Granting such leave of absence shall be subject to the discretion of the department head.

18.1.3 No leave of absence shall exceed one hundred eighty (180) calendar days or be less than three (3) calendar days. Subsequent extensions will be considered on a case by case basis by the Department Director.

18.1.4 No accrual of annual leave, sick leave, retirement service credit or seniority shall occur during such leave. For the purpose of avoiding such accrual, the date of hire shall be adjusted accordingly.

18.1.5 No compensation of other benefits shall be paid during such leave. In the event that the employee desires to continue medical insurance coverage during such leave of absence, the employee shall be responsible for paying in advance the entirety of such premiums, such payment to be made either directly to the insuring company or the County, as the Employer shall direct.

18.1.6 Any employee granted leave may not return to work prior to the scheduled end of such leave period without the permission of the department head, and such employee shall promptly report to work at the expiration of such leave period.

18.1.7 Absence from active service while an employee is on Workers' Compensation status shall not be deemed a leave of absence under this Section.

19. UNION BUSINESS

19.1 On an advance request basis, the Union's presiding officer, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the discretion of the department management. The request shall include sufficient information about the intended business, and why a certain Union representative needs to attend, so the Employer can make an informed decision. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such an employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave. This shall include formal or informal Union Business.

19.2 Union Activities.

19.2.1 Post Union notices.

19.2.2 Distribute Union literature which shall be restricted to the employee's lounge.

19.2.3 Attend negotiation meetings with the Employer, as outlined in section 2.1.2.

19.2.4 Transmit communications, authorized by the local Union or its officers, to the Employer or his/her representative.

19.2.5 Consult with the Employer, his/her representatives, local Union officers, or other Union representatives concerning any provision of this Master Agreement, by first receiving the approval of his/her Supervisor. It is the intent of both parties that the investigation of grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the Department Director.

Time off with pay for investigating a formal grievance will be allowed subject to Director's prior approval.

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or union president's or designee's attendance is required as part of the grievance procedure subject to Director's prior approval.

19.2.6 The Employer agrees that accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise concurred in by the Employer.

19.2.7 Union agrees to provide the Employer with an updated list of duly elected County employee representatives and those accredited representatives of the Union within thirty (30) working days of the day the appointment is made.

19.2.8 The employer agrees to notify the Union of promotions and reclassifications within the applicable bargaining unit.

19.2.9 The union will be provided notice of existing bargaining unit job description changes in a reasonable time before implementation.

19.2.10 The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that the presidents of the local unions which are parties to this agreement occasionally meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with their respective department or division heads, local presidents shall be allowed to perform such duties on paid time. It is the responsibility of the union president to notify their Department Director when such activities occur.

19.2.11 The County agrees to allow the Union to use email, faxes, and or bulletin boards designated for the purpose of posting notices of union meetings, union election returns, union appointments to office, and union recreational or social affairs. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that notices of a political or inflammatory nature shall not be posted.

19.2.12 Official union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State and County and Municipal Employees (AFL-C10); provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The time off shall not exceed five (5) days for a single function or a total of fifteen (15) working days in one calendar year for the bargaining units covered by this Agreement. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Department Head's approval.

20. HOURS OF WORK, CALL TIME, OVERTIME, COMP TIME

20.1 Standard Work Week. Unless an employee is working an alternative work schedule as described in 20.2 or 20.3, employees shall start work at a time designated in advance by the supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, inclement weather, construction, inspection, training, personnel or shop meetings. Such notice of change in hours, except in the case of emergencies, must be made no less than one week prior to the

commencement of the adjusted work schedule. The usual standard work day shall begin no earlier than 4:00 a.m. and no later than 8:00 a.m., unless modified by supplemental agreements.

20.2 4/10 Work Schedule. Department Directors may establish a four (4) day work week, ten (10) hours per day work schedule for the entire bargaining unit or any portion of this unit, subject to the following terms, condition, and parameters:

20.2.1 The Department Director shall give the Union at least one week's notice of intent to adopt a 4/10 work week.

20.2.2 The standard 4/10 workday shall not commence prior to 3:00 a.m. nor later than 8:00 am unless modified by supplemental agreement. The basic plan shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage.

20.2.3 All benefits which are based upon working time shall be kept proportional by converting such benefits from days to hours, except in the case of full workday (ten [10] hours) sick leave taken during a 4/10 shift, the employee's accrued sick leave shall be debited by ten (10) hours. Any absence less than full day shall be charged on an hour-for-hour basis.

20.2.4 Lunch breaks shall be a minimum of thirty (30) minutes. Coffee/rest breaks shall be fifteen (15) minutes, one in the morning and one in the afternoon.

20.2.5 For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday. Employees shall receive ten (10) hours pay for holidays occurring during the 4/10 schedule.

Subject to complying with the conditions and restrictions set forth in 20.2.1 through 20.2.5, the Employer may place or not place any particular sub-group on a 4/10 schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on the 4/10 schedule.

20.3 Alternate 9-80 Work Schedule:

20.3.1 Alternative 9-80 Work Schedule (a.k.a. 4-5-9 Schedule) A 9-80 Work Schedule is defined over a two-week period; one work week with four (4) each 9-hour days and one (1) 8-hour day, followed by one workweek with four (4) each 9-hour days and one (1) day off. This creates a work schedule whereby the employees work 80 hours over nine (9) days, every two weeks, and receive a day off every other week.

20.3.2 Management shall provide at least a one-week notice of the intent to adopt or terminate a 9-80 schedule. The affected employees may waive the notice requirement.

20.3.3 The standard workday for the 9-80 schedule shall be 6:30 a.m. to 4:00 p.m. with the 8-hour workday being 7:30 a.m. to 4:00 p.m. The work week shall end and begin mid-day on Friday. Deviations to this schedule will be considered at the sole discretion of management.

20.3.4 All benefits, which are based upon working time, shall be kept proportional by converting such benefits from days to hours. Vacation or sick leave taken during a 9-80 schedule, will be charged against the employee's accrued balances in the amounts taken.

20.3.5 Lunch breaks will be a minimum of thirty (30) minutes. Morning and afternoon rest breaks will be fifteen (15) minutes.

20.3.6 Holidays falling on a scheduled day off will be taken on the nearest regular working day, or by mutual agreement of management and the affected employee. Employees shall receive holiday pay commensurate with the number of hours regularly occurring on their schedule. Thanksgiving Day Example: Standard Work Week employees receive eight (8) hours holiday pay each, for Thursday and Friday. Employees on a 9-80 schedule receive nine (9) hours and eight (8) hours pay for Thursday and Friday, respectively. If Friday is their regularly scheduled day off, the holiday is moved to Wednesday, and employees receive nine (9) hours holiday pay each for Wednesday and Thursday. The floating holiday will be credited as eight (8) hours; if used on a 9-hour shift, it must be accompanied with one (1) hour of vacation.

20.3.7 Upon the written request of an individual or work group, and subject to the conditions and restrictions set forth in Section 19.3.1, management may, at its sole discretion, place any individual or work group on a 9-80 schedule. This restriction is necessary to maintain the level and hours of service expected by the Board of County Commissioners and the public. Management reserves the right to terminate the 9-80 schedule and return any individual or work group to the Standard Work Week as defined in Section 20.1.

20.4 Meal and Rest Breaks.

20.4.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours

longer than a normal work day shall be allowed at least one thirty (30)-minute meal period prior to or during the overtime period.

20.4.2 Each employee shall be allowed a rest period of fifteen (15) minutes in duration, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

20.5 Call Time.

20.5.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the normal workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

20.5.2 Call In and Call Back shall be compensated at time and one-half (1½) for all time worked, with a minimum of two (2) hours pay. Such minimum guarantee shall not apply to those hours that are an extension of the employee's normal work hours. Such call back shall not alter the normal workday without mutual agreement between supervisor and employee.

20.5.3 The Call Time provisions shall not apply if the employee has been notified prior to the end of the workday to report to work prior to the start of the following standard workday.

20.5.4 If the employer has adjusted work start times in accordance with the parameters in Section 20.1 , the Call Time provisions shall not apply.

20.5.5 The Employer shall first call the employee who normally performs the duty or operates the piece of equipment. If that employee is not available, the Employer shall call the first person on the rotation list that is a certified operator.

20.6 Overtime.

20.6.1 Overtime pay allowances to employees shall be as follows: All work performed in excess of eight (8) hours, nine (9) hours, or ten (10) hours in a day depending on work schedule, or forty (40) hours in a week, and Saturday and Sunday work shall be paid at one and one-half (1½) times the regular rate of pay, except as provided by supplemental agreement.

20.6.2 An employee shall be paid at the overtime rate for all time worked prior to his standard workday starting time, unless the Employer provides notice prior to the end of the proceeding workday of the change of starting time.

20.6.3 Compensation and rest periods in emergencies shall be administered per Lewis County Public Works Director's memorandum dated April 15, 2013 which is a appended to this contract.

20.7_Overtime Opportunity. No casual employee shall be offered an overtime work opportunity unless such overtime opportunity has been offered and refused by the affected area shop or work crew. Under no circumstances shall work be stopped, suspended or delayed while waiting for an employee to accept the overtime opportunity.

20.7.1 Upon Approval of the Employer, an employee may accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate 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 one hundred and twenty (120) rolling 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.

c) Compensatory time off shall be scheduled with the approval of the Employer. Compensatory time off may be utilized in one half (1/2) hour or greater increments.

20.8 Travel Reimbursement; see county policy per resolution 06-078.

20.9 The eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station.

21. UNION SECURITY

21.1 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 a position included in the bargaining unit. All future employees holding positions in the bargaining unit shall, as a condition of employment, become members after thirty (30) days of employment.

21.2 The Employer and the Union agree that each must safeguard the right of employees to not belong to a Union, if a legal 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.

22. RETIREMENT

22.1 All employees shall be covered under the provisions of the Public Employees Retirement Systems and Social Security.

22.2 Employees planning to retire shall, if possible, give at least sixty (60) days notice to their Supervisor.

23. PROJECT EMPLOYMENT

23.1 The Employer and the Union agree that Project Employment shall be defined as employment which groups together employees whose length of service is contingent upon federal, state, or other grant funding for specific, non-continuing projects.

23.2 Project employees shall not be used to reduce or replace the number of regular employees.

24. SAFETY COMMITTEE

24.1 The Employer and the Union shall designate, in conformity with WAC 296-24-045, designated safety committee crew meetings composed on a supervisor-crew basis.

24.2 Each safety committee crew shall meet monthly, the scheduling of which meeting shall be at the discretion of the respective Supervisor. The length of each meeting shall not exceed one (1) hour. Minutes of each committee meeting shall be prepared and maintained for a period of at least one (1) year, and shall be available for review by appropriate governmental agencies.

24.3 Supervisor-crew safety committee meetings shall address the following:

24.3.1 A review of the safety and health inspection reports to assist in correction of identified unsafe conditions or practices.

24.3.2 An evaluation of the accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or unsafe conditions involved was properly identified and corrected.

24.3.3 An evaluation of the accident and illness prevention program with a discussion of recommendations for improvement where indicated.

24.4 The attendance of members and the subjects discussed shall be reflected in each set of monthly minutes.

24.5 At least annually, the County Risk Manager shall make a formal safety presentation to each supervisor-crew group.

24.6 The parties agree to provide a semi-annual review of such program for the purpose of making necessary changes which shall be based upon program progress, the practical feasibility of the program, and economic and budgetary considerations; provided, however, the Employer may unilaterally make changes as are consistent with the reservations of privilege under the Management Rights Section of this Agreement.

25. LAYOFF, BUMPING, RECALL

25.1 Should the Employer find it necessary to reduce the work force within the bargaining unit, employees shall be subject to layoff as follows:

25.1.1 If there are temporary or seasonal employees in the department where layoffs are to occur, the temporary or seasonal employees will be laid off first.

25.1.2 The last person hired into the bargaining unit shall be the first person laid off except when a specific position is eliminated.

25.1.3 When a specific position is eliminated, the least senior bargaining unit member in that position is subject to layoff. That member shall have the right to bump to any position to which he/she is qualified at the time and in which the present employee has less bargaining unit seniority. The bumped person may bump in turn in the same manner. The County shall issue a written notice of the action being taken, and the initially and subsequently bumped employees shall have five (5) working days to indicate their decision. If the employee previously held the affected position, he or she shall be permitted a 20 working day trial period to manifest satisfactory performance after which he or she shall be

assigned in the position. If he or she is unable to manifest satisfactory performance, he may exercise any additional bumping rights his seniority and qualifications allow.

25.2 For the purpose of layoff, seniority shall date from the employee's date of hire into this bargaining unit, and shall be based upon uninterrupted service. The Employer shall notify the Union and any affected employee of plans to lay off at least sixty (60) days prior to the intended date of the layoff. Any employee bumped or laid off shall have first chance by seniority to return to his or her former permanent classification for which he or she is then qualified when an opening in such classification becomes available.

25.3 Employees laid off shall remain, for a period of eighteen (18) months from date of layoff, on a Recall List maintained by Human Resources in conjunction with the Union. Such employees shall be called back to positions within the bargaining unit for which they are then qualified in the reverse order in which they were laid off. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work in one (1) week or to otherwise respond, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

26. NON-DISCRIMINATION

26.1 There shall be no discrimination by the Union or Employer against any individual with respect to compensation, term or conditions of employment, nor with respect to Union membership, because of race, color, religion, national origin, disability, GINA, sex, sexual orientation, marital status, veteran status, or age except where age, sex, physical sensory or mental capacity is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement.

The County and the Union agree that the application of this agreement and County personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances.

No employee shall be discriminated against for exercising the employee's rights as a union member or a non-union member.

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

27. MISCELLANEOUS PROVISIONS

27.1 No volunteer shall be allowed to function in a capacity or be assigned duties for which the same accountability of regular employees within this bargaining unit is required.

27.2 It shall be the policy of the Employer to offer open and available assignments to employees who are in Workers' Compensation status subject to the employee's providing a doctor's release for such work and subject to meeting qualifications for the position.

27.3 Bargaining Unit Work. The Employer may contract out work which could be performed by the bargaining unit so long as such contracting of work does not directly cause the loss of an existing position.

27.4 The provisions of the Employer's Personnel Policies and Procedures Manual shall apply to all matters involving Employer and employee relations when the terms and conditions of this agreement do not explicitly address the issues and question.

27.5 When an employee is required to work either prior to or beyond the regularly scheduled work period (beyond the 5/8, 9/80 or 4/10 workday), either another employee or a Supervisor shall be present during such portion of the extra hours as may be in darkness. "Present" shall mean being physically present at the work site or being in contact with the Supervisor or other department employees or the 911 Center by radio or cell phone.

27.6 It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally considered to be bargaining unit duties. Yet it is understood and agreed that on occasion an exempt employee by reason of emergency, isolated expediency, and/or job interrelationship is permitted to perform bargaining unit work.

28. SAVINGS CLAUSE

28.1 If any Section, 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 Section 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 Section or addenda.

29. TERMINATION/REOPENER

29.1 The effective date of this Agreement shall be January 1, 2015.

29.2 This Agreement will remain in effect from January 1, 2015 to December 31, 2015.

FOR THE UNION:

Union President

Union Secretary

Staff Representative

FOR THE EMPLOYER:

Commissioner

Commissioner

Commissioner

APPENDIX A
PUBLIC WORKS

1.0 EQUIPMENT

1.1 Category III Equipment.

1.1.1 To operate Category III equipment, an employee must have a Commercial Driver's License with Class A endorsement and appropriate County Certification.

1.1.2 Classification of Equipment.

Year-around assigned equipment	Non-year-around equipment
Hydraulic Excavator	Crack Sealer
Pickup Elgin Sweeper	Low Boy Trailer/Tractor
Graders	Chip Spreader (Front and Rear)
Chemical Spray Trucks	Oil Distributors
Aerial Lift (2)	Pavement Grinder
Large Brush Cutters	Front End Loader (Scoop)
	Guardrail Driver Truck
Slope Mower	Paint Striper
Aqua Jet	*10 Yd Dump Truck with Attachments
Backhoe	Router

* An RMT II shall receive out of class pay when performing plowing and sanding operations provided the operators are also allowed to use the Front End Loader (or other piece of similar equipment) to load their sanders during those operations, and there is no operator "designated" to load the sanders at the time.

1.2 Category II Equipment.

10-yd dump truck
Tilt Bed
Roller
Mower, shoulder
Broom
Water Wagon
Hydro Seeder

2.0 ROAD MAINTENANCE TRAINING PROGRAM: CATEGORY III EQUIPMENT

2.1 The Employer and the Union agree to continue the training program for equipment operation in order to provide the Employer with skilled certified personnel for temporary situations as well as to train employees for current operator positions which may become available in the future. This Training Program shall be applicable only to the Maintenance and Operations division of Public Works Department of the Employer.

2.2 General Provisions.

2.2.1 Policy Statement. Lewis County Public Works Department and Local Union 1341 have jointly developed this program for the purpose of developing Certified Equipment Operators to ensure an adequate supply of skilled personnel.

2.2.2 Exclusions. If any part of this training program should conflict with the collective bargaining agreement between Lewis County and the employees, the remainder of this policy shall not be affected thereby, and the parties shall review the part or parts in question to arrive at a satisfactory replacement.

2.2.3 Definitions and Other Provisions.

Assigned Operator: An employee who is certified and assigned to operate a specific Class III piece of equipment.

Certified Category III Operator: An employee who is certified to operate a designated Category III piece of equipment. When the regular assigned operator is absent and management has determined that the Category III piece of equipment is to be operated, the senior certified operator shall receive first consideration.

Certified Trainee: An employee who is being trained in the maintenance, safety and operation of a designated model/piece of equipment. The employee shall receive 40 hours minimum basic instruction from a Certified Operator or Factory Representative. A certified trainee shall operate the equipment only under the supervision of a Certified Operator, Factory Representative or the Supervisor in charge until certification is completed.

Each Road Maintenance area shop shall be considered as one shop for promotion or job bidding for said Category III Equipment. All Category III equipment will be posted for job bidding at said shop. No person shall be assigned to more than one piece of Category III equipment. Each piece of equipment shall have a minimum of one certified operator in addition to the assigned operator.

2.3 Training Procedures/Certified Category III Equipment.

2.3.1 Instructions and Testing

Step 1. Factory Representatives (if available) and/or Lewis County Personnel will give formal instructions to trainees pertaining to safe operation of equipment. Trainees should become thoroughly familiar with the Operator's manual and all safety rules pertaining to the operation said equipment. To ensure that the trainee has a thorough understanding of the Equipment Manuals, Washington State Traffic Laws, and any other pertinent documents, a written test will be administered. An employee must pass a closed book examination with a 70% passing score or pass an open book examination with a 95% passing score. The trainee must have a passing score to continue to the next phase of the program. A trainee who fails the test may retake the test after five (5) days and within 30 days. Employees who do not pass the retest will be removed as a trainee from that piece of equipment, until the next opening becomes available.

Step 2. When the trainee, the Certified Operator, and the supervisor are satisfied that the trainee is ready for evaluation, the trainee will be evaluated under the terms of Section 2.3.2 for certification.

2.3.2 Evaluation.

Category I II, and III Equipment: The Supervisor and trainer in charge of a specific piece of Category I, II, or III piece of Equipment will verify in writing that an employee has the necessary skills and ability to operate the equipment in the field. The Operator shall sign a statement verifying that he/she can operate said equipment safely and competently. Upon completion of this process, a certification of proficiency will be issued and placed in the employee's personnel file. Criteria will be for maintenance, safety checks, and for evaluation on the operation of the equipment.

Should the trainer and supervisor not agree to issue a certificate, an additional trainer or supervisor may be requested by the trainee for retesting. Should the certificate not be issued, the trainee shall be advised as to the deficiencies and will be removed as a trainee from that piece of equipment.

2.3.3 Certification Suspension/Revocation.

A certification may be suspended or revoked if an operator disregards safety, operating or maintenance procedures.

2.3.4 Inquire Into Procedures.

Any trainee who feels that he/she is not being afforded an appropriate amount of training time to become a Certified Operator shall first discuss the matter with his/her shop steward and the immediate Supervisor. The immediate supervisor shall, following the chain of command, consult with management about the issue. If the employee is not satisfied that the issue has been resolved, he/she may then access the grievance procedure.

3.0 ROAD MAINTENANCE EQUIPMENT USAGE

3.1 Equipment Placement. The placement of Category III equipment shall be at the discretion of management.

3.2 Certification and Training/Category I and II Equipment. To become a Certified Operator, an employee shall be certified by reviewing, evaluation and testing procedures (written, verbal and/or "hands on") detailing the following information:

1. Driver's license with the appropriate classifications (endorsements);
2. Maintenance procedures;
3. Safety procedures;
4. Operating procedures;
5. Applicable Washington State and Lewis County Rules and Regulations;
6. "Hands-on", actual skills and operating ability.

3.3 Limitations. The only limitations as to how many pieces of equipment on which an employee may become a Certified Operator shall be: I) the needs of management for Certified Operators; 2) availability of equipment; 3) availability of training; and 4) equipment work schedule.

3.4 Replacement Equipment. The assigned operators of equipment being replaced shall be assigned to the new piece of equipment. The assigned operator must be certified on that equipment if it is different in any major aspect of its operation from the replaced equipment. Operators will be made aware of any changes in manuals, check lists, or any other related forms by the Program Coordinator.

3.5 New Equipment. Each newly acquired piece of equipment shall be designated in accordance to county seniority. A piece of equipment will be awarded to the most senior employee in the shop who wishes to be assigned to it.

3.6 The Employee may be required to pass a written test to ensure a thorough understanding of the operator's manual and procedures for operation. A passing score of 70% (closed book) or 95% (open book) must be achieved by the Operator.

3.7 Pieces of rented equipment shall be offered first to the most senior qualified operator in the affected area shop. No casual employees shall be allowed to operate a piece of rented equipment until all qualified available bargaining unit members in the affected shop have been offered and refused the opportunity to run the equipment.

3.8 Necessary and required warning devises shall be included on all rented equipment.

4.0 ROAD MAINTENANCE QUALIFICATIONS & CERTIFICATION REQUIRMENTS

4.1 Road Maintenance. The qualifications and certifications for holding a particular RMT classification shall be as contained with the adopted job descriptions.

	Prerequisites To Holding Position	Certification Required	Classification Duties
RMT I	0 months & longer	Valid driver's license, CDL within 90 days hire	
RMT II	As position(s) become available.	Endorsement license and Certified Operator status for all RMT II equipment.	See 1.2
RMT III	As position(s) become available.	Certified Operator Status on the open piece of equipment	See 1.1

4.2 Traffic Control. Employees in the Traffic Control Specialist classification shall be subject to the following classification system:

Traffic Control Specialist I	
Traffic Control Specialist II	Completion and Certification of the following: IMSA Work Zone Safety Course IMSA Markings Level I Completion of County Road Administration Board (CRAB) training as to the Mobility Software or its successor program
Traffic Control Specialist III	Sixty (60) months in Traffic Control and Completion and Certification of the following: IMSA Work Zone Safety Course IMSA Markings Level I, II and III Completion of County Road Administration Board (CRAB) training as to the Mobility Software or its successor program
Traffic Operations Specialist III	See TCS III with additional duties

4.2.1 Required Certifications

a) After forty-eight (48) months in Traffic Control, employees may be given the opportunity with the Director's approval for County Road Administration Board (CRAB) training as to the Mobility Software or its successor program at Employer expense.

b) Should the Employee leave employment prior to the completion of his sixty (60) months in Traffic Control and completion of certification as a TCSIII, the employee

shall reimburse the Employer for the expense of the training. The cost will be deducted from the Employee's final paycheck.

5.0 ENGINEERING

5.1 Engineering Technicians shall be classified as follows, based upon time in classification and/or certifications:

Engineering Tech I	
Engineering Tech II	0-24 months with certification
Engineering Tech III	1) 24 months experience with LSIT/EIT -or- 2) A.S. in directly related field and LSIT/EIT -or- 3) A.S. in directly related field, 24 months experience and pass a proficiency test -or- 4) 72 months experience and pass a proficiency test.
Engineering Tech IV	

5.2 Certification equals an A.A., ATA, or A.S. degree in a related field; appraiser credentials; LSIT or EIT certifications.

5.2.1 Partial credit towards a degree does not count toward experience requirement.

5.3 Promotions from levels I to II and III shall be automatic when the time-in-service and certification requirements are met. Promotions to Engineering Tech IV shall occur only when there is a vacancy in that classification, and shall be filled per Section 4.3 of the Master Agreement (Job Vacancies).

6.0 MISCELLANEOUS PROVISIONS

6.1 Tools and Clothing.

. 6.1.1 A reimbursement of up to one hundred and fifty dollar ($150) per year allowance for the purchase of one pair of boots, shall be paid once per calendar year and

within that calendar year, to each bargaining unit member who has completed their probationary period and whose job duties require them to work in the field more than 50% of the time, as determined by the employee's time sheet. The allowance is to be used to purchase boots which must be worn on the job.

6.1.2 An employee whose job duties require them to work in the field, but less than 50% of the time, as determined by the employee's time sheet, shall be allotted a one hundred and fifty dollar ($150) boot allowance on an as needed basis, as determined by their supervisor. The allowance shall not be allowed more than once per year, nor less than once every three (3) years.

6.1.3 Payment of reimbursement for boots shall be made upon presentation of receipt.

6.1.4 The Employer shall furnish one (1) pair of chest waders to each shop in Public Works.

6.1.5 . The Employer shall furnish rain gear. The rain gear shall be replaced only on an as-needed basis as determined by department directors or designee. Such gear shall be the property of the Employer.

7.0 DANGER TREE

In the event that an AFSCME employee, other than the person holding the Tree Faller position, is asked to fall a tree; then they shall be compensated as follows:

7.1 Danger Trees will be compensated at a flat rate of $50.00 per day. The compensation rate is a daily rate. The amount or number of trees felled in a day does not change the rate.

7.2 Danger tree classification and approval is at the discretion of the Public Works Director or designee.

7.3 The faller may decline falling any tree they deem is beyond their ability.

8.0 BUCKET TRUCK

8.1 Any employee required to work on the bucket truck, shall be compensated for such period at sixty cents (60¢) per hour in addition to their regular rate of pay.

9.0 FLEET SERVICES

9.1 Tools and Clothing –

9.1.1 Each Machinist Welder and Mechanic I and II shall maintain a current, personally owned inventory of mechanics tools reasonably sufficient to adequately perform his job duties, and shall supply a copy of the tool inventory to the Fleet Services Manager between January 1 and January 15 of each calendar year. No later than January 30, the Fleet Services Manager shall notify the employee of any deficiencies which shall be corrected by no later than ninety (90) days thereafter.

9.1.2 Up to a one hundred and fifty dollar ($150) per year allowance to each Mechanic to be used to purchase safety boots, which must be worn on the job.

9.2 Central Shop Supervisor

9.2.1 Central Shop Supervisor may perform bargaining unit work to the extent that such work does not exceed more than 50% of the entire duties of this position, as measured on an average per calendar quarter.

APPENDIX B
COMMUNITY DEVELOPMENT

1.0 BUILDING INSPECTORS

Employees classified as Building Inspectors shall be contained with the adopted job descriptions.

Inspectors shall be classified according to the following:

Building Inspector I	Must obtain International Code Council (ICC) certification upon appointment or within one year of appointment.
Building Inspector II	ICC Certification as a Building Inspector.
Building Inspector III	Twenty-four (24) months as a Building Inspector II and ONE of the following certifications: ICC Plans Examiner Certification ICC Mechanical Certification ICC Plumbing Certification
Building Inspector IV	Sixty (60) months experience as a Building Inspector, including twenty-four (24) months continuous service as a Building Inspector III for Lewis County, and any combination of two (2) of the following certifications (at least one (1) must be from First List): First List ICC Plans Examiner Certification ICC Mechanical Certifications ICC Plumbing Certification Second List ADA accessibility Structural concrete Fire code and life safety
Plans Examiner	In addition to Building Inspector IV, ICC, AA degree, two certifications in plans examination, three years experience or two additional certifications in plans examination in lieu of

experience.

1.1 Tools and Clothing –

1.1.1 A $150 per year allowance to each Inspector to be used to purchase boots, which must be worn on the job. The boots must be purchased from a vendor designated by the Employer.

1.1.2 The Employer will provide rain gear, coveralls, and rubber boots to Building Inspectors as needed.

2.0 PERMIT TECHNICIANS

Employees classified as Permit Technicians shall be subject to the following classification system:

Permit Technician I	Entry level See Job Description
Permit Technician II	After 12 months of service
Permit Technician III	5 years as a Permit Technician, including 3 years of continual service with the Lewis County Community Development as a Permit Specialist/Technician; and ICC certification.
Lead Technician	As position becomes available. Same as Permit Technician III

3.0 ADMINISTRATIVE ASSISTANTS

3.1 Office Assistant Senior - See Job Description

4.0 TRAINING

4.1 When an employee is assigned the responsibility of training a new employee, they will be compensated as follows:

Permit Technicians	Compensated closest to a 5% increase over the appointed employee's current range

Building Inspectors	Compensated closest to a 5% increase over the appointed employee's current range

4.2 Training is assigned by the Director and is to be a minimum of 3 hours. The length of the training period will be determined by the Director in advance. There is to be no more than one trainer assigned to a trainee.

APPENDIX C
PUBLIC WORKS DEPARTMENT/ SOLID WASTE UTILITY

1.0 EMPLOYEE CLASSIFICATION:

1.1 Solid Waste Technician:

Employees in the Solid Waste Technician classifications shall be subject to the following classification requirements:

1.1.1 Solid Waste Technician I: This is an entry level position. Each Solid Waste Technician shall remain in this classification for a minimum of two (2) years. During this two year period, experience and training will be secured which will enable the employee to advance to the Solid Waste Technician II classification. This will include:

1) 8-hour Hazmat training
2) HVAC certification
3) Forklift certification
4) Flagger certification
5) Secured a Class A Washington State Commercial Driver's License

A Solid Waste Technician I shall receive Solid Waste Technician II's pay when in actual operation of any of the Category II Equipment listed under section 3.0 (Equipment)

1.1.2 Solid Waste Technician II: In order to be in this classification, an employee must have at a minimum:

1) Received 24 hour HazMat training
2) All requirements of a Technician I.

As a Solid Waste Technician II, the employee will receive training and equipment certification on hydraulic excavator, front-end loader and backhoe.

1.2 Solid Waste Accountant:

A regular, full-time position within the administrative section of the Solid Waste Utility Division.

1) Responsible for processing and maintaining all financial transactions for the department.
2) The Solid Waste Utility is a public enterprise and funded by fees paid by Utility users. As a public enterprise, it is necessary for the accountant to work on-site to ensure all financial transactions occurring are properly handled and maintained.

1.3 Scale Attendant:
Provides cashier and customer services at Solid Waste transfer centers and must pass thorough background checks per Lewis County's cash-handling policy.

1.4 Hazardous Waste and Recycling Coordinators:
Regular, full-time positions within the administrative section of the Solid Waste Utility Division and coordinates the County's reduction, recycling and hazardous waste programs.

2.0 TECHNICIAN PROMOTION

Promotions from Solid Waste Technician I to II shall be automatic when the time-in-service and certification requirements are met.

3.0 EQUIPMENT

3.1 Category I Equipment: Any or all of the following equipment:

Flatbed
Five-yard dump truck
Pickup truck
Hydraulic excavator
CFC extraction equipment

3.2 Category II Equipment:

Yard Goat
Front-end Loader

4.0 TRANSFER STATION COVERAGE

4.1 Supervisor Working Positions

If the Solid Waste Transfer Station Supervisor is given 72 hours, or more, of advance written notice that one of the AFSCME employees under his supervision will be away from work for more than 4 consecutive hours, the Supervisor will make every reasonable effort to secure an AFSCME Union replacement for the employee who will be away from the work site. If all available AFSCME employees have declined the work opportunity for all or part of the necessary time, the Supervisor can perform the bargaining unit work as long as such work does not exceed more than 50% of his entire duties, as measured on the average per calendar quarter.

If the Solid Waste Transfer Station Supervisor is given less than 72 hours, or more, of advance written notice that an AFSCME employee under his supervision will be away from work for more than 4 consecutive hours, the Supervisor has the option of either securing another AFSCME employee to fill in or the Supervisor can perform the absent employee's work as long as these hours do not exceed more than 50% of his entire duties, as measured on the average per calendar quarter.

In either of the above situations, if an AFSCME employee is away from work for 4 hours or less, the Supervisor does not have to secure an AFSCME replacement and the Supervisor can perform this bargaining unit work, unless such work, by the Supervisor, would exceed the limit of 50% of his entire duties, as measured on the average per calendar quarter.

The 72 hours notice will enable the Supervisor to ensure all positions are filled. Seventy-two hours notice will also give the fill in employee advance notice of the days they are needed for coverage.

4.2 SCALE ATTENDANT COVERAGE

During scale attendant lunch breaks, should a situation arise where none of the regular Scale Attendants are available to perform short-term fill-in Scale Attendant work, at the Central Transfer Station, the Scale Attendant work will be offered in the following priority order to:

1. The Solid Waste Supervisor or the Solid Waste Acting Supervisor. If the individual(s) in these categories are unavailable, then it would be offered to:
2. Qualified regular Solid Waste AFSCME positions (non-Technicians) on a seniority basis. If the individual(s) in these categories decline, then it would be offered to:
3. In an emergency situation, qualified regular Solid Waste non-Union position. If the individual(s) in these categories decline, then it would be offered to:
4. Extra Help

5.0 TOOLS AND CLOTHING

The Employer will provide the following items to the Solid Waste employees:

a) Coveralls (to be cleaned at Employer's expense)
b) Safety helmets
c) Safety vests
d) Rain gear will be provided on an "as needed" basis. No less than two (2) complete rain suits will be available at each Transfer Station.
e) Quality work gloves.
f) Boots. Payment of reimbursement shall be made upon presentation of receipts on the boot purchase.

(1) A $175 per year allowance to each Technician to be used to purchase one pair of good quality safety-toed and safety-soled boots, which must be worn on the job.

(2) A $150 boot allowance to the Hazard Waste Specialist and to the Solid Waste Specialist on an as needed basis, as determined by their supervisor. The allowance shall not be allowed more than once per year, nor less than once every three years.

their supervisor. The allowance shall not be allowed more than once per year, nor less than once every three years.

g) Safety glasses.

h) Hearing protection.

The Employer will provide specific policies regarding the use of safety equipment.

6.0 HOURS OF WORK, OVERTIME, COMPENSATORY TIME

6.1 The Employer is permitted, at the Employer's sole discretion, to establish either a five day/eight hour per day schedule or a four day/ten hour per day schedule for the employees.

6.2 Solid Waste employees who are required to work on a County designated holiday (as determined annually by the Board of County Commissioners) shall be compensated for all hours worked at two and one-half (2 1/2) times the employee's regular hourly rate of pay. This shall constitute holiday pay and overtime rate for time worked. Because these hours are already being compensated at a premium rate, they shall not, additionally count toward the accumulation of hours for additional overtime after 40 hours worked.

6.2.1 Designated holidays (excluding floating holidays) that occur on an employee's regular day off shall entitle the employee to an extra day's pay or extra day off to be taken within the same calendar month as the occurrence of the holiday.

6.3 Overtime:

6.3.1 If an overtime situation occurs for Solid Waste Technician positions, the overtime will be offered to all technicians regardless of their work location (East Lewis County Transfer Station and Central Transfer Station). If more than one technician requests the overtime assignment, the overtime will be given to the employee with the most union seniority.

6.3.2 If an overtime situation occurs for the Scale Attendant positions, the overtime will be offered to all Scale Attendants, regardless of their work locations. If more than one Scale Attendant requests the overtime assignment, the overtime will be given to the employee with the most union seniority.

If no scale attendant desires the overtime, it will be offered to a Solid Waste Technician. If more than one Solid Waste Technician requests the overtime assignment, the overtime will be given to the employee with the most union seniority.

6.4 Standard Work Week.

6.4.1 Employees shall start work at a time designated in advance by the Supervisor, and shall work:

1) Five (5) consecutive eight (8) hour days, or
2) Four (4) consecutive ten (10) hour days, or
3) A 40 hour work week as specified in the job announcement.

7.

APPENDIX D
PUBLIC WORKS DEPARTMENT /GEOGRAPHIC INFORMATION SYSTEMS (GIS)

1.0 GIS TECHNICAL CLASSIFICATIONS NON-PROFESSIONAL

1.1 Employee Classification – GIS Technicians shall be classified as follows, based upon education, time in classification, certification and/or at the sole discretion of the employer:

Education – Associate's degree (A.A.) in geographic information systems, environmental science or studies, land planning, engineering, geography (including cartography), urban or regional planning, public or business administration, or related field required.

Experience – Minimum full time experience or equivalent (as indicated in 1.1,1 and 1.1.2 below) in GIS mapping and the application of ArcGIS and/or AutoCAD software. (Equivalent to include post secondary education/training with computer application experience in computer mapping and/or drafting, cartographic, land segregation, or related field.)

1.1.1 GIS Technician I

A. Experience – Minimum six (6) months full time experience or equivalent (as defined above).

1.1.2 GIS Technician II

A. Experience – Minimum one-year full time experience or equivalent (as defined above)

B. Twelve (12) months as a GIS Technician with the employer or 0-12 months with appropriate certifications/experience as identified by the employer.

1.1.3 Certifications equal an A.A. or A.S. degree and time-in-service requirements.

Promotions for level I to level II shall be automatic when the time-in-service and certifications/experience requirements are met or with appropriate certifications/experience as identified by the employer.

2.0 GIS TECHNICAL CLASSIFICATIONS – PROFESSIONAL

2.1 Employee Classification – GIS Analysts shall be classified as follows, based upon education, time in classification, certification and/or at the sole discretion of the employer:

Education – Bachelor's degree (B.A.) in geographic information systems, environmental science or studies, land planning, engineering, geography (including cartography), or, urban or regional planning, public or business administration, or related field required.

Experience – Minimum full time professional GIS level experience (as indicated in 2.1.1, 2.1.2 and 2.1.3 below) in developing, programming, and maintaining automated GISs using ArcGIS related GIS mapping software, hardware, and database management systems (geodatabase)

2.1.1 GIS Analyst I

A. Experience – Minimum one-year full time professional level experience (as defined above).

2.1.2 GIS Analyst II

A. Experience – Minimum two-years full time professional level experience (as defined above); and/or,

B. Twenty-four (24) months as a GIS Analyst with the employer or 0-24 months with appropriate certifications/experience as identified by the employer.

2.1.3 GIS Analyst III

A. Experience – Minimum four-years full time professional level experience (as defined above); and/or,

B. Forty-eight (48) months as a GIS Analyst with the employer or 0-48 months with appropriate certifications/experience as identified by the employer.

2.1.4 Certifications equal a B.A. or B.S. degree as defined in 2.2 and time-in-service requirements.

Promotions for levels I to II and from II to III shall be automatic when the time-in-service and certifications/education requirements are met or with appropriate certifications/experience as identified by the employer.

2.2 Employee Classification – GIS Technical Coordinators and GIS Cartographers shall be classified as follows, based upon education, time in classification, certification and/or at the sole discretion of the employer.

Education – Bachelor's degree (B.A/B.S.) in geographic information systems, environmental science or studies, land planning, engineering, geography (including

cartography), urban or regional planning, public or business administration, computer science, or related field required.

Experience –

A. Minimum full time professional GIS level experience (as indicated in 2.2.1 and 2.2.2 below) in developing, programming, and maintaining automated GISs using ArcGIS related GIS mapping software, hardware, and database management systems (geodatabase).

B. Minimum full time level global positioning systems (GPS) education and/or training, and technical level experience (as indicated in 2.2.1 and 2.2.2 below) performing GPS surveying for GIS and GIS-related applications.

2.2.1 GIS Cartographer

Experience –

A. Minimum one-year full time professional level experience (as defined above)

B. Minimum six-months full time global positioning systems (GPS) education, training, and experience (as defined above).

2.2.2 GIS Technical Coordinator

Experience –

A. Minimum three-years full time professional level experience (as defined above) and,

B. Minimum one-year full time global positioning systems (GPS) education, training, and experience (as defined above).

C. Thirty-six (36) months as a GIS Cartographer with the employer or 0-36 months with appropriate certifications/experience as identified by the employer.

2.2.3 Certifications equal to a B.A. or B.S. degree and time-in-service requirements.

Promotions from the Cartographer level to the Coordinator level shall be automatic when the time-in-service and certifications/education requirements are met or with appropriate certifications/experience as identified by the employer.

3.0 GIS MISCELLANEOUS PROVISIONS

3.1 Certification also includes: Software & Hardware Experience– Experience in the use and application of ESRI GIS software, using personal computers, and related mapping hardware and software.

3.2 GIS Temporary Employment – Periodically, it is necessary for the GIS Division to hire temporary employees to staff work activities that are undertaken. For such temporary employment, any one (1) employee in the Public Works Department shall not exceed one thousand forty (1,040) hours in any calendar year (January 1 through December 31).

3.3 GIS Project Positions – Periodically, it is necessary for the IS Division to hire full time project employees to staff temporary projects that are undertaken. Project employees shall be hired pursuant to Section 23 of the current contract with AFSCME Local 1341. When it is necessary to hire project employees, they will be provided with all County benefits in accordance with the provisions established in this Collective Bargaining Agreement and Memorandum of Understanding between the County and the Union. These benefits will be provided according to and as recognized and honored in the Union/Employer Relations and Rights established within this Contract, with the following exception:

Said project employees will have no seniority rights or bumping rights while in project status. However, all rights and privileges as afforded employees will be restored to them if and when their status is changed to regular County employees; these rights will be retroactive and effective based on the anniversary date these project staff were employed as full time project employees by the County.

3.4 Intent – The intent of this section is to provide the means by which the County and its Union can promote and obtain a harmonious employee relationship to benefit both Employer and employee within the context of the Collective Bargaining Agreement.

Executive Summary

BOCC Meeting Date:
2015-11-30

Contact:
Archie Smith

Department:
Human Resources

Wording
RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND AFSCME 1341 FOR CALENDAR YEAR 2015

Description
The successor AFSCME 1341 contract representing the Community Service employees 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 Public Employees' Retirement System (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:
- Employer CDL contribution went from $40.00 bi-annual to $60.00.
- Job description procedure
- Clarification of boot allowance & CDL reimbursement protocol

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

BOCC AGENDA ITEM SUMMARY

Resolution #: 15-346 **BOCC Meeting Date:** Nov 30, 2015

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

RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND AFSCME 1341 FOR CALENDAR YEAR 2015 .

Brief Reason for BOCC Action:

The successor AFSCME 1341 contract representing the Community Service employees is being presented for approval by the BOCC.

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

Date Submitted: Nov 20, 2015

Contact Person Who Will Attend BOCC Meeting: Archie Smith

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Cover Letter To

Graham Gowing
Suzette Smith
Lee Napier
Steve Walton
Becky Sisson-Butler
Alexis Stewart
Tim Elsea