BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS 252 REPRESENING THE SUPERVISORS GROUP	))))	RESOLUTION NO. 11-323

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Teamsters 252, representing the Supervisors Group (Central Services & Public Works); and

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

BE IT HEREBY RESOLVED that the aforesaid Collective Bargaining Agreement is HEREBY approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 10 day of October, 2011.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

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

RON AVERILL, Chairman

Civil Deputy, Prosecuting Attorney's Office

P.W. SCHULTE, Member

ATTEST:

Clerk of the Board, Karri Muir

LEE GROSE, Member

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

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL #252
(REPRESENTING SUPERVISORY EMPLOYEES)

AND

LEWIS COUNTY

January 1, 2011 - December 31, 2011

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1. INTRODUCTION

1.1. Preamble

1.1.1. This agreement is entered into by and between LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington represented by the Board of County Commissioners, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 252, hereinafter referred to as the "Union".

1.2. Purpose

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

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of all full-time mid-level supervisory employees of Lewis County in the present departments of Community Development, Public Works, and General Administration, excluding upper level supervisors, non-supervisory employees, confidential employees, elected officials, officials appointed for a fixed term of office, and all other employees of the Employer.

3. UNION SECURITY

3.1. Membership Requirement

3.1.1. The Employer and the Union agree that all employees holding positions covered under this collective bargaining agreement shall meet one of the following conditions:

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

b) The Employer and the Union agree that each must safeguard the right of 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.

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

3.2. Check Off of Union Dues and Initiation

3.2.1. Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 3.1.2., shall be likewise deducted and remitted to the appropriate charity.

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

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

3.3.1 At such time the Employer's payroll system will support additional deductions: the Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E.) political action committee.

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

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

4. MANAGEMENT RIGHTS

4.1. Customary Functions

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

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

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

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

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

e) to evaluate employees' performances;

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

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

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

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

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

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

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

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

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

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

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

4.1.2. 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 of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.2. Employer Options

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

4.3. Performance Standards

4.3.1. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this Agreement. No revision of performance standards and/or policies shall be made without prior notification of the Union.

5. EMPLOYMENT POLICIES

5.1. Liability

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

5.2. Mileage Reimbursement

5.2.1. Mileage reimbursement shall be handled in accordance with County Policy 4.30 as adopted January 9, 2006.

5.3. Jury Duty

5.3.1. Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation, excluding mileage, received by the employee from the court for performing such service shall promptly be refunded to the Employer and all employees are required to seek such compensation from the court. The Employee shall provide to the employer a copy of jury duty notice in advance of jury service.

5.4. Leave of Absences

5.4.1. The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. Requests for a leave of absence must be submitted at least thirty (30) calendar days in advance. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational leave. Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

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

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

5.4.4. Family and Medical Leave: 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 Resolution 02-044 are in benefit level conflict with the Family and Medical Leave Act of 1993, and its subsequent amendments, the Family and Medical Leave Act required provisions shall prevail and shall supersede.

5.5. Disciplinary Investigations

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

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

5.5.3. The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work.

5.5.4. Whenever an employee is being interviewed by the Employer for the purpose of any inquiry of non-criminal matters which may lead to disciplinary action, against that employee, the employee shall receive

written notification seventy-two (72) hours prior to the interview. The notification shall provide the following information:

a) The basis of the alleged inquiry;

b) The applicable policies/rules/directives believed to have been violated;

c) The opportunity of the employee to have Union representation at the interview.

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

5.5.6. The employee shall have the opportunity to inspect the contents of the disciplinary file by request after notification of the hearing. In no case shall the employee be afforded less than one (1) hour to inspect the disciplinary file prior to the commencement of the interview or hearing. The disciplinary file shall usually contain all information to be utilized by the Employer in the decision making process, to include, citizen or supervisory complaints, witness statements, or other like documentation.

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

5.6. Personnel Files

5.6.1. The Employer shall, at least annually, upon request of the employee, permit that employee to inspect any and all personnel files maintained by the Employer for said employee. The inspection shall take place under the supervision of the Employer.

5.6.2. No performance or disciplinary documentation shall be placed into an employee's personnel file without notice to the employee.

5.6.3. An employee who has had disciplinary information placed into his or her personnel file may request to have such material removed after one (1) year for written warnings or two (2) years in the case of more severe discipline; if the employee has demonstrated that the behavior which led to the discipline has been corrected and no additional discipline of a similar nature has been received by the employee.

5.7. Job Descriptions

5.7.1. The Employer shall be required to provide job descriptions for each employee classification included in the bargaining unit. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications. The Employer shall provide the Union with written notice of a modification to any existing, or adoption of any new, job description at least thirty (30) days prior to intended implementation date. Such notification shall include the specific modification made or the entire text of the new job description, whichever is applicable. Such job description shall not be considered valid unless dated and adopted by signature of the authorizing director.

5.8. Training

5.8.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions. All travel time for employees commuting to training outside of the employee's normal portal to portal travel shall be paid at the employee's applicable rate of pay.

5.8.2. The Employer will provide or have provided all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training.

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

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

b) Attendance is in fact voluntary. It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing; and

c) The employee does not perform productive work during such attendance; and

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

5.9. Shop Steward & Negotiating Committee

5.9.1. Not more than two (2) bargaining unit members, comprised of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations, provided, however, no such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or his designee, to the public would be interrupted or withheld.

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

5.10. Bargaining Unit Work

5.10.1. During the term of this Agreement, 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 bargaining unit job position.

5.11. No Strike Clause

5.11.1. 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.

5.11.2. The Union and the employees 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, or rights, privileges, conditions or obligations of employment of themselves, fellow employees, or other employee groups.

5.11.3. The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, participate in, encourage, or support 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 interferences in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union and the Employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of duty.

5.11.4. Employees 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.

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

5.11.6. In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Union of the alleged breach.

5.12. Job Bidding/Promotions

5.12.1. Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, within the bargaining unit, a notice of such opening shall be posted on all bargaining unit employee bulletin boards for ten (10) working days. Such notice shall contain the specific job classification and the criteria required for application to the position. All job openings shall be made available to the employees of the bargaining unit unless no current employee possesses the required qualifications. In such case, the vacant position may be advertised outside of the bargaining unit. It is understood that the Employer may assign, on a temporary basis an employee to work in an area outside his bid area to cover vacancies or to assist with special projects or for occurrences such as disasters which require additional supervision.

5.12.2. 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. Within the 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 a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month trial period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

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

5.13. CDL Medical Examination

5.13.1 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain at the employee's expense such license, provided, however, the Employer shall reimburse the employee for the bi-annual physician's exam to the extent the same is not covered by applicable health insurance, and then only to the extent of a $40.00 out of pocket reimbursement maximum.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The employee's work week, to be determined at the sole discretion of the Employer, shall be one of the following:

a) Five (5) eight (8) consecutive hour days, Monday through Friday, with two (2) consecutive days off.

b) Four (4) ten (10) consecutive hour days, Monday through Thursday with three (3) consecutive days off.

6.1.2. An alternate shift schedule, not to exceed forty (40) hours in a designated work week, may be made by mutual agreement of the Employer and the affected employee(s).

6.1.3. The requirement of consecutive days off may not apply when the Employer directs overtime service during that period, otherwise consecutive days off shall be maintained in each of the above listed situations.

6.1.4. An employee's usual specific starting time shall be determined by the Employer or designee. Starting times may be modified upon mutual agreement of the employee and the Employer, or by the Employer unilaterally upon two (2) working days advance notice. Such change will be temporary for a period of time not to exceed ninety (90) calendar days in duration.

6.2. Overtime

6.2.1. Compensable paid hours in excess of forty (40) hours per shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Article 6.3.

6.2.2. All overtime, shall be pre-authorized by the Employer or designee.

6.3. Compensatory Time

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

a) An employee shall not be allowed to accumulate more than one hundred twenty (120) hours of compensatory time. Compensatory time is cumulative from year to year. Compensatory time accrued in excess of the maximum shall be cashed at the employee's regular hourly rate of pay.

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 cut off date of the current payroll month.

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

d) Once the scheduling of the taking of compensatory time off is approved, it may only be denied in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time.

6.4. Working Out of Classification

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

6.4.2. It shall be the employee's responsibility to notify the employer of the claim for 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 on the applicable time reporting period shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing de minimus tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

6.5. Re-engagement into Service

6.5.1. An off-duty employee contacted by the Employer to solicit information or decision which is beneficial to the Employer shall be compensated at his or her applicable rate of pay for each fifteen (15) minute period of engagement. Should a call occur between the hours of 2400 and 0400 the minimum compensation shall be increased to one (1) hour of pay.

6.5.2. In the event the employee is required to respond, there will be a guarantee of two (2) hours pay from time of call-in service. Such compensable time shall commence at the time of the call and end at the time the employee returns home. Time worked in excess of the aforementioned two (2) hour period shall be paid for the actual time worked at the employee's applicable hourly rate of pay. Such minimum guarantee shall not apply to those hours that are contiguous with an employee's normal work hours.

6.6. Rest & Lunch Breaks

6.6.1. An employee shall be permitted an Employer paid fifteen (15) minute rest break for each four (4) hour work period. Rest breaks shall be scheduled as near as possible to the midpoint of each four (4) hour work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift.

6.6.2. An employee, during the approximate midpoint of his/her shift, shall be entitled to either a one half (1/2) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment. If such employee is directed to perform work during a portion of such break or if the employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the interest of the Employer, such portion shall be subject to being deemed compensable paid time and the employee shall be compensated at the employee's applicable rate of pay.

7. EMPLOYEE BENEFITS

7.1. Benefit Eligibility

7.1.1. Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits. A temporary employee may accrue and use vacation and sick leave while employed, but may not receive remuneration of these benefits upon termination of employment.

7.2. Holidays

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

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

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

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

7.2.3. An employee who works on a County designated observed holiday, shall be compensated for a all hours worked on such holiday at time and one half (1.5) times the employee's regular hourly rate of pay in addition to their regular salary.

7.2.4. For application of this provision, the designated holiday may not be the actual day of the holiday but may be the day recognized as the "Courthouse Holidays".

7.3. Vacation

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

Month of County Service	Accrual Rate Hours per Month	Accrual Rate Hours per Year
1 - 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 – 204	14.50	174
205 – 216	15.50	186
217 – 228	16.00	192
229 +	16.33	196

7.3.2. Vacation shall normally be utilized and charged in units of full hours; smaller increments may be utilized with permission of the Employer.

7.2.3. Once scheduled, an employee's vacation 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 the payment of overtime to fill vacant shifts.

7.3.4. Annual leave may be accrued to a maximum of three hundred twenty (320) hours. All hours accrued in excess of the maximum shall be cashed out at the employee's straight time rate of pay unless accrual of excess vacation is waived as set forth in Section 7.3.5. An employee who retires, suffers termination of employment, or is laid off 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.

7.3.5. In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or his designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or his designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages.

7.4. Vacation Transfer

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

7.5. Health and Welfare Insurance

7.5.1. Effective January 1, 2011, based upon December 2010 hours the Employer shall remit, as outlined in 7.5.2 below, to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the sum required for the following plans:

Insurance Coverage	Premiums as of 01/01/11
Medical – Plan B	$903.10
Life and A.D. & D "A"	$8.60
Time Loss "C"	$6.00
9 Month Disability Waiver	$11.40
Dental – Plan A	$132.20
Vision – Extended	$14.25
TOTAL PREMIUMS	**$1075.55**

7.5.2. In 2011, the Employer will contribute towards premiums for the insurance enumerated in Section 7.5.1 a total eight hundred fifty-seven dollars and ninety-seven cents ($857.97). The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

7.5.3. Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased, the Employer's contribution shall at all times be eight hundred fifty-seven dollars and ninety-seven cents ($857.97) towards the plans outlined in 7.5.1. Those premiums will are allocated by agreement of the parties so that dental and vision insurance is fully paid through the Employer's contribution.

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

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

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

7.5.7. Transferred Employee. Whenever an employee is transferred and/or promoted into the Supervisor's bargaining unit from another bargaining or from a non-represented position in which health care is not provided through the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-

month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.

a) For the purposes of premium cost sharing, if any, the employee shall be responsible for their portion of the premium as set forth in this agreement, excluding the month in which double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

7.6. Bereavement Leave

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

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

7.7. Sick Leave

7.7.1. With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. There shall be a maximum accumulation of thirteen hundred twenty (1320) hours. Part-time employees who are employed on a regular basis or on a regular schedule shall be entitled under their contract of employment to that fractional part of the sick leave that the total number of hours of employment bears to the total number of hours of full-time employment.

7.7.2. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness.

7.7.3. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild, and/or person who is a non-pecuniary resident the employee's household. An employee may use accrued sick leave for maternity, paternity, or child birth purposes.

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

7.7.5. Employees on leave for an occupational injury or illness shall be allowed to supplement their time loss payment with accrued sick leave up to one hundred percent (100%) of the employee's regular salary.

7.7.8. An employee who becomes ill while on vacation and requires medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes to the Employer documentation issued by a health care provider.

7.7.9. At the time of separation from service for any reason, except just cause termination, 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 straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay

7.8. Educational Reimbursement

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

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

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

7.8.4. If an employee's application is approved, the reimbursement will be for tuition only if and when: **a)** the course is completed within six (6) months of approval; **b)** completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

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

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

7.9. Longevity

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

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

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

8. EMPLOYEE DISCIPLINE

8.1. Just Cause

8.1.1. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first six (6) months of an employee's tenure with this Employer in a position governed by this bargaining unit, during which time the employment status shall be strictly at will.

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

8.2. Types of Discipline

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

8.2.2. 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.

8.2.3. 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.

8.2.4. Demotion: This form of discipline is generally administered when the employee's actions or inaction's 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.

8.2.5. Suspension: This form of discipline is generally administered as a result of a violation after the employee has received a written warning and has not adequately improved or corrected performance or after commission of a serous act of misconduct. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

8.2.6. 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 Employer and/or designee should take action by placing the employee on suspension 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.

9. GRIEVANCE PROCEDURE

9.1. Purpose and Scope

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

9.2. Time Limits

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

9.3. Processing Steps

9.3.1. Step One: The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the appropriate department head within fourteen (14) calendar days of the action 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 in writing within fourteen (14) calendar days of its receipt.

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

9.3.3. 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 BOCC or designee decision, give written notice to the Employer of its intent to submit the grievance to arbitration.

9.4. Arbitration

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

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

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

9.4.4 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.

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

9.4.6. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally. The arbitrator's decision shall be made in writing and shall be issued to the parties.

10. EMPLOYEE COMPENSATION

10.1. Classifications and Salary Schedule

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

10.2. Pay day

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

10.2.1. At the sole discretion of the Employer, 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 the 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 the month to the 20th of the following month, with payment at the pay date next following the period in which such overtime was earned.

11. SENIORITY

11.1. Seniority Standing

11.1.1. Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within the employment classification. For purposes of accumulation of benefits, such as vacation or other prorated benefits the employee's original date of hire shall control. A seniority list shall be attached to this agreement as Appendix A, such list shall illustrate the original date of hire and the date of rank for each employee.

11.1.2. Seniority shall be terminated by separation from County employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence unless specified differently in this Agreement or if leave was granted for medical reasons.

12. REDUCTION IN FORCE

12.1. Lay Off Procedure

12.1.1. In the event of a lay-off, employees shall be laid off in reverse order of seniority within the employment classification groups listed below. For purposes of this section, the bumping employee must be able to demonstrate he/she is qualified to bump into the position requested. For the purposes of this section the supervisor seniority date, not the original county date of hire, shall be the date utilized for determination of seniority rights.

Public Works Supervisors
Assistant Area Supervisor
Maintenance Area Supervisor
Traffic Control Supervisor
Vegetation Special Operations Supervisor
Central Shop Supervisor
Road Maintenance Lead Supervisor
Engineers
Senior Engineer
Environmental Planner
GIS Supervisor
Transportation Planner
Other Supervisors
Facilities Maintenance Supervisor
Fair Maintenance Supervisor
Solid Waste Operations Supervisor
Custodian Supervisor
Radio Services Division
Radio Services Administrator
Radio Division Technician

12.1.2. An employee laid-off shall be recalled in reverse order of their lay-off, i.e., last laid off, first to be recalled. The recall preference shall extend for twenty-four (24) months following the layoff.

12.1.3. Where employees have the same seniority date, ties shall be broken by the use of the employee's original hire date with the county. If a conflict still exists, then the matter shall be resolved by a coin flip.

12.1.4. Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date.

13. SEVERABILITY

13.1. Repealer in Conflict with Law

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

14. DURATION OF AGREEMENT

14.1. This Agreement shall become effective January 1, 2011 and shall remain in full force and effect to and through the 31st day of December, 2011.

14.2. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this agreement by giving notice of the substance and instrumental language of the changes by mail to the other party by October 1st of the last year to the agreement.

Signed this 10 **day of ~~September, 2011~~.**
October

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS UNION LOCAL NO. 252

09/20/11
Darren L. O'Neil, Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Ron Averill, Chair

P.W. Schulte, Commissioner

F. Lee Grose, Commissioner

Attest:

Clerk of the Board

15. APPENDIX A - Seniority Dates

Employee	Classification	Seniority Date	Date of Hire
P.W. Supervisors			
Mike Barr	Traffic Control Supervisor	09/30/92	10/13/86
Greg Cox	Maintenance Area Supervisor	05/22/95	05/22/95
Jerry Craft	Vegetation Special Operations Supervisor	10/01/95	01/02/80
Randy D. Kerrigan	Maintenance Area Supervisor	03/19/01	03/19/01
David W. Jones	Maintenance Area Supervisor	08/25/08	06/02/97
Kevin H. Korpi	Road Maintenance Lead Supervisor	05/22/07	05/14/90
Tim McCoy	Maintenance Area Supervisor	09/15/08	09/01/00
Arlie Champ	Central Shop Supervisor	07/01/10	02/01/04
JR Metzenberg	Maintenance Area Supervisor	05/09/11	04/21/03
Engineers			
Shirley Kook	Senior Engineer	12/01/97	12/01/97
Martin Roy	Senior Engineer	05/21/01	05/21/01
Gary Hurley	GIS Supervisor	05/01/07	09/18/85
Keith R. Muggoch	Senior Engineer	11/01/07	11/01/07
Don Carney	Senior Engineer	11/04/08	11/04/08
Mike Kroll	Transportation Planner	11/10/08	07/19/05
Ann Weckback	Environmental Planner	07/18/11	07/18/11
Other Supervisors			
Dave Sherman	Facilities Maintenance Supervisor	08/01/99	05/01/95
Bob Sobolesky	Fairgrounds Maintenance Supervisor	07/07/03	04/01/74
Louis R. Rivera	Custodian Supervisor	02/01/07	04/10/06
Bill Norwood	Solid Waste Operations Supervisor	06/29/09	04/12/96
Radio Services Division			
Scott Mattoon	Radio Services Administrator	04/26/04	04/26/04
Christopher J. Huss	Radio Service Technician	10/23/06	10/23/06

16. APPENDIX B - Salary Schedules

16.1. 2011 Salary Schedule

16.1.1. The below listed salary schedule represents a zero percent (0.00%) base wage increase over the 2010 Salary Schedule. This salary schedule shall become effective January 1, 2011.

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
17	3,115	3,194	3,273	3,365	3,439	3,525	3,613	3,704	3,796	3,891	3,988	4,088	4,190
18	3,271	3,353	3,437	3,523	3,611	3,702	3,793	3,888	3,986	4,085	4,187	4,292	4,399
19	3,435	3,521	3,609	3,699	3,791	3,886	3,983	4,083	4,185	4,290	4,397	4,506	4,620
20	3,607	3,696	3,789	3,884	3,981	4,081	4,183	4,287	4,394	4,504	4,617	4,732	4,850
21	3,787	3,882	3,979	4,078	4,180	4,285	4,392	4,501	4,614	4,730	4,848	4,968	5,093
22	3,976	4,076	4,178	4,282	4,389	4,499	4,611	4,727	4,845	4,965	5,090	5,217	5,348
23	4,175	4,280	4,386	4,496	4,608	4,724	4,842	4,963	5,087	5,214	5,345	5,478	5,615
24	4,384	4,493	4,605	4,721	4,839	4,960	5,084	5,211	5,342	5,474	5,612	5,752	5,896
25	4,603	4,719	4,836	4,957	5,081	5,208	5,338	5,471	5,608	5,749	5,893	6,039	6,190
26	4,833	4,954	5,078	5,205	5,335	5,468	5,605	5,746	5,888	6,036	6,187	6,341	6,500
27	5,075	5,202	5,332	5,465	5,602	5,742	5,885	6,032	6,183	6,338	6,496	6,659	6,825

16.2. Range Assignments

16.2.1. The below listed classifications and range placements shall be effective for the duration of this agreement.

Classifications	Range
Assistant Area Supervisor	19
Maintenance Area Supervisor	22
Traffic Control Supervisor	22
Vegetation Special Operations Supervisor	22
Central Shop Supervisor	22
Road Maintenance Lead Supervisor	25
Senior Engineer Non-P.E.	24
Senior Engineer with P.E or L.S. Certification	27
Environmental Planner	25
Transportation Planner	24
GIS Supervisor	24
Facilities Maintenance Supervisor	22
Fairgrounds Maintenance Supervisor	22
Solid Waste Operations Supervisor	22
Custodian Supervisor	17
Radio Services Administrator	26
Radio Service Technician	18

16.3. Step Placement

16.3.1. As the Employer has the right to start new employees on a salary step higher than Step A, the employee's seniority date may not coincide with that employee's placement on the salary schedule. The advance of an employee on the salary schedule shall be determined by the appropriate language set forth in the Salary Appendix.

16.4. Step Advancement Qualifiers

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

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

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

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

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

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

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

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

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

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

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

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

16.5. Computation of Hourly Rates of Pay

16.5.1. The employee's individual hourly rate of pay shall be computed in accordance with the Fair Labor Standards Act as it pertains to establishing a "regular" rate for overtime computation and to establish the "regular" rate for those employees who work less than full-time.

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

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

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2011 to: December 31, 2011

☐ New Account ☒ Renewal — Account No. 126839 Approximate No. of Covered Employees 21

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*					**Monthly Rate**
Medical Plan	☐ A	☒ B	☐ C		$ 903.10
Life/AD&D	☒ A - $30,000	☐ B - $15,000	☐ C - $5,000		$ 8.60
Time Loss	☐ A - $400/week	☐ B -$300/week	☒ C - $200/week	☐ D - $100/week	$ 6.00
LTD	☐ Long Term Disability Income Plan				$
Disability Waivers	☐ Additional 9 months Disability Waiver of Contributions - Medical only				$
Domestic Partners	☐ Domestic Partners – Medical				$
Dental Plan	☒ A	☐ B	☐ C		$ 132.20
Domestic Partners	☐ Domestic Partners – Dental				$
Vision Plan	☒ EXT				$ 14.25
Domestic Partners	☐ Domestic Partners – Vision				$

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

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

Contributions above are effective (month, year) January , 20 11 based on employment in the prior month.

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer _____ **For Union** _____

Title/Assn _____ Date 10-10-11 Title Secretary-Treasurer Date 09/20/11

ELIGIBILITY TO PARTICIPATE IN TRUST

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

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

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

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

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

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

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

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

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

ACCEPTANCE OF TRUST AGREEMENT

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

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

APPROVAL OF TRUSTEES

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

Date _____ _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.

2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.

3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.

4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**

5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)

LEWIS COUNTY
Washington's First County

HUMAN RESOURCES OFFICE

Lewis County Historic Courthouse
351 NW North Street, Suite #023
Chehalis, WA 98532-1900

Personnel | Labor Relations | FMLA | ADA | EEO

To: BOCC
From: Mickiel "Archie" Smith
Re: Teamsters Supervisors Group
Date: October 10, 2011

Summary:

The Collective Bargaining Agreement between Teamster Local # 252, representing the Supervisors Group (Central Services & Community Development), and Lewis County is being presented for approval by the BOCC. The term of the agreement is for one year dating from January 1, 2011 through December 31, 2011.

There is no COLA for the year and step increases are provided for in the agreement.

For the 2011 calendar year the Employer Health and Welfare financial contributions were not changed from the previous year's $857.97 monthly employer contribution per employee.

Other issues that were addressed during negotiation were:

- CDL examination for Supervisors.
- Creation of Road Maintenance Lead Supervisor.

Basic housekeeping procedures were not listed as changes. These types of items generally are spelling errors, grammatical errors, 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.

tel: 360.740.1408 | fax: 360.740.1494 **Mickiel "Archie" Smith, MSW, SPHR** HR Administrator **Eileen Sherlock, PHR** HR Specialist

BOCC AGENDA ITEM SUMMARY

(revised 5-17-01)

AGENDA ITEM #: _____ **RESOLUTION #:** 11- 323 **BOCC MEETING DATE:** October 10, 2011

SUGGESTED WORDING FOR AGENDA ITEM: ☐ Notice ☒ Consent ☐ Discussion ☐ Hearing

Approving the collective bargaining agreement between Teamsters 252 representing the Supervisors Group and Lewis County.

BRIEF REASON FOR BOCC ACTION:

Labor negotiations have been complete between the Teamsters, the members, and Lewis County.

SUBMITTED BY: Archie Smith **PHONE:** 2747 **DATE SUBMITTED:** 9/30/2011

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: Archie Smith

TYPE OF ACTION NEEDED:

- ☒ Approve Resolution
- ☐ Approve Ordinance (Traffic or other)
- ☐ Execute Contract / Agreement
- ☐ Other *(please describe):* _____
- ☐ Call for Bids / Proposals
- ☐ Bid Opening
- ☐ Notice for Public Hearing **(see Publication Requirements)*

***PUBLICATION REQUIREMENTS:** ☐ Resolution e-mailed to Clerk ☒ Not applicable

Hearing Date: _____ *(Must be at least 10 days after first publication date)*

Publish Date(s): _____ *(2 weeks for routine budget, property disposal / auction or vacations)* *(3 weeks for property lease)*

Publication(s): ☐ *EAST COUNTY JOURNAL* ☐ *CHRONICLE* ☐ *OTHER:* _____

ALL AGENDA ITEMS:

Department Director / Head: _____

Chief Administrative Officer: _____

Prosecuting Attorney: _____

BANKING OR REVENUE ITEMS:

Treasurer: _____

BUDGET AND PAYROLL ITEMS:

Chief Accountant: _____

EMPLOYEE ITEMS: (relating to employment, salary, position, reclassification, union, etc.)

Human Resource Coordinator: MG

Fund: _____

Department: _____

Total Amount: $ _____

APPROVALS MUST BE OBTAINED BEFORE SUBMITTING ITEM TO BOCC CLERK

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____

(city/state/zip) _____

File originals: *BOCC mtg folder*

File copy: *hearing/bid folder*

File copy: ***working file***

Additional copies:

Archie Smith

Eileen Sherlock