

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

RE: RESOLUTION TO APPROVE A COLLECTIVE )  
BARGAINING AGREEMENT BETWEEN )  
LEWIS COUNTY AND TEAMSTERS 252 )  
REPRESENTING THE ASSESSORS GROUP ) RESOLUTION NO. 11-392

**WHEREAS**, the Board of County Commissioners, Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Teamsters 252, representing the Assessor's Group; and

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

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

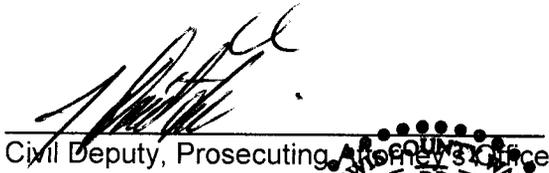
DONE IN OPEN SESSION this 21 day of ~~October~~ November, 2011.

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON

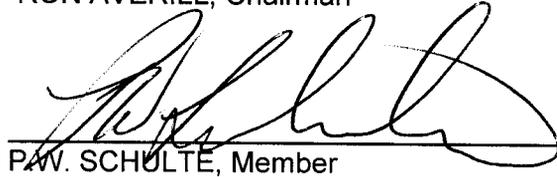
**APPROVED AS TO FORM:**  
Jonathan L. Meyer, Prosecuting Attorney



RON AVERILL, Chairman



Civil Deputy, Prosecuting Attorney's Office



P.W. SCHULTE, Member

**ATTEST:**



Clerk of the Board, Karri M. Smith



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



F. LEE GROSE, Member

**COLLECTIVE BARGAINING**

**AGREEMENT**



**BETWEEN**

**TEAMSTERS UNION LOCAL #252**

**AND**

**LEWIS COUNTY ASSESSOR'S OFFICE**

January 1, 2011 - December 31, 2011

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## **1. INTRODUCTION**

### **1.1 Preamble**

**1.1.1** This agreement and applicable appendixes is entered into by and between the Assessor of Lewis County, referred to as the “Lewis County Assessor,” the Lewis County Board of Commissioners, referred to as the “County,” and the Assessor, and the County, collectively referred to as the “Employer,” and Teamsters Union Local No. 252, referred to as the “Union.”

**1.1.2** Although the preceding paragraph refers to the Lewis County Commissioners, the Lewis County Assessor, collectively as the “Employer,” it is understood between the parties signatory to this agreement that this agreement shall not alter or diminish any of the inherent rights statutory empowered to each duly elected official.

### **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** This bargaining unit shall consist of all full-time and part-time employees working in the office of the Lewis County Assessor, excluding the elected officials, confidential and casual employees, supervisors, and employees in all other Lewis County departments.

**2.1.2** Bargaining Unit Employee Definitions. Listed below are the employee definitions applicable under the terms and conditions of this agreement.

- a) Full-Time Employee. A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.
- b) Part-Time Employee. A part-time employee shall be defined as an employee who regularly works less than forty (40) hours each week.
- c) Probationary Employee. A probationary employee shall be defined as employee who is serving his or her six (6) month probationary period.

During such period, a probationary employee’s employment status with the Employer shall be strictly “at will” and shall have no appeal recourse through the grievance procedure of this Agreement. The “probationary employee” designation may be applied to either a full-time or a part-time employee.

(cc) Non-accredited appraisers shall have twelve (12) months from the date of hire to take and pass the initial IAAO test. Should the employee fail to pass the initial test, the employee will have three (3) months to retake and pass the test. The three (3) month period for retesting shall commence upon learning of the failure of the initial IAAO test. Failure to pass the IAAO test within the three (3) month extension period will result in termination of employment without recourse to the grievance procedure even through the employee's basic six (6) month probationary period may have been completed.

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

### **3. UNION SECURITY**

#### **3.1 Membership Requirement**

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

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

b) The Employer and the Union agree that each must safeguard the right of employees to not belong in 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** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

**3.3.3** The Employer shall transmit to DRIVE 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 cause;
- c)** to determine the number of employees to be employed;
- d)** to hire employees, determine their qualifications and assign and direct their work;
- e)** to evaluate employees' performances;
- f)** to promote, demote, transfer, lay off, recall to work and retire employees;
- g)** to set the standards of productivity, the services and products to be produced;
- h)** to determine the amount and forms of compensation for employees;
- i)** to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;
- j)** to set the starting and quitting times and the number of hours and shifts to be worked;
- k)** to use independent contractors to perform work or services;
- l)** to subcontract; contract out; expand, reduce alter, combine, transfer, assign, or cease any job, department, operation or service;
- m)** to control and regulate the use of facilities, equipment, and other property of the Employer;
- n)** to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;
- o)** to determine the number, location and operation of departments, divisions and all other units of the Employer;
- p)** to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

**4.1.2** The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, 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.

**4.1.3 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. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment and the assignment of employees to specific jobs within the bargaining unit. Such Employer rights are restricted only to the extent of an express provision of this Agreement or by a specific provision of applicable Washington State or federal law.

**4.1.4 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 employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

## **5 EMPLOYMENT POLICIES**

### **5.1 Civil Liability**

**5.1.1** An employee's right to legal representation and/or indemnification in claims arising out of his or her performance of official County duties shall be governed by County Resolution 03-042.

### **5.2 Change of Job Classifications**

**5.2.1** 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, the following posting requirements shall apply in order to solicit qualified applicants from its respective unit;

- a) 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 and the criteria required for application to the position.

b) All job openings shall be made available to the employees of the bargaining unit unless no current employee possesses the minimum qualifications or no bargaining unit employee applies. In such case, the vacant position may be advertised outside of the applicable bargaining unit.

c) In the event, the Employer has a reasonable belief that no one in the bargaining unit possesses the required qualifications for the available position, the Employer may simultaneously advertise the position outside of the bargaining unit during the required posting period, however, the simultaneous posting does not relieve the Employer of its obligations imposed by this provision relative to making the position(s) available to employees within bargaining unit for those applicants who unexpectedly apply and meet the required qualifications for such position.

**5.2.2** The application shall be in writing and shall be submitted to the Employer for consideration.

**5.2.3** 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. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification.

**5.2.4** An employee who changes from one job classification to a job classification with a higher salary range shall be placed at a step in the new range that provides a minimum five percent (5%) increase in salary; provided that if there is no step in the new range that is at least five percent (5%) above the employee's current salary, the employee shall be placed in the highest step in the new range.

**5.2.5** 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 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.

### **5.3 Vehicle Policy**

**5.3.1** Vehicle use shall be in compliance with:

County Vehicle Use Policy 4.300 and 4.310,  
County Vehicle Use Procedures 4.300 and 4.310,  
County Vehicle Use Terms 4.300A

## **5.4 Jury Duty**

**5.4.1** An employee 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. Jury service compensation in Lewis County Superior Court or District Court shall be waived.

## **5.5 Leave of Absences**

**5.5.1** The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational 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.

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

**5.5.3** 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.

**5.5.4** 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. The employee shall be entitled to either the provisions of the County Resolution or the Family and Medical Leave Act, whichever provides the employee the greater benefit.

## **5.6 Investigations**

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

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

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

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

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

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

## **5.7 Personnel Files**

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

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

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

## **5.8 Job Descriptions**

**5.8.1** The Employer shall be required to provide job descriptions for each employee classification of the department. Such job descriptions shall not be considered valid unless dated and adopted by signature of the authorized Employer representative. 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 fifteen (15) 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 and the proposed or existing compensation for such position.

## **5.9 Sexual Harassment**

**5.9.1** The Employer shall provide training to employees on a regular basis regarding sexual harassment in the workplace under Washington Law.

**5.9.2** An employee shall be required to notify the Employer as to any event which may be construed as sexual harassment prior to initiating any other formal action. Upon receiving a report of sexual harassment, the Employer shall conduct an investigation to determine the merit of the allegations and initiate appropriate remedial action.

**5.9.3** In the event the Employer's actions are determined to be inadequate, the employee is free to file his or her complaint with the appropriate State or Federal agency for remedial action.

## **5.10 Training**

**5.10.1** It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed by the Employer and/or his designee. 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.

**5.10.2** An employee who is required to operate a motor vehicle shall be required to attend a defensive driving course within their first year of employment.

**5.10.3** If the Employer directs, an employee shall attend an Employer approved basic first aid course and CPR training and/or renewal training at such intervals as determined by the Employer. Time at such training shall be compensable at the employee's applicable rate of pay.

**5.10.4** The Employer will provide 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 including transportation, meal, and

lodging costs, and, if necessary, the costs of one challenge to a course not passed by the employee; provided, however, that the Employer will not pay the costs of or compensate employees for the time required to take the same training course more than once absent a statutory requirement that the employee repeat a course previously taken; and provided further that the Elected Official supervising the employee may, in his or her sole discretion, authorize exceptions to this policy.

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

- a) Attendance 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.

## **5.11 Shop Steward & Negotiating Committee**

**5.11.1** Not more than two (2) bargaining unit members, consisting of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations on Employer paid time. 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. The Employer may request that negotiations be conducted on a "split time" basis, half on Employer paid time and half on the employee's non-paid time and such request would be honored provided that advance written notice is provided to the Union.

**5.11.2** The Union shall also be permitted to post appropriate meeting notices and general Union information on employee bulletin boards.

## **5.12 Volunteer Limitations**

**5.12.1** Volunteers may be used to supplement but not supplant a bargaining unit position in the work force. Volunteers shall include but shall not be limited to those individuals participating in state sponsored retraining programs.

## **5.13 Training Opportunities**

**5.13.1** Employees shall be given information concerning training opportunities by postings placed on the Employee Bulletin Board located in the conference/lunchroom.

The postings will include information concerning the name of the class, location of the class, date, cost and number of credit hours earned.

**5.13.2** Employees shall put in writing any training opportunity requests giving name of class, date, location, etc. and an explanation of why the training will be beneficial. The request is then given to the immediate supervisor for review before going to management for approval or denial.

**5.13.3** Employees shall be given a written approval or denial of a request for training opportunities after a review of budget limitations, requirements needed to maintain accreditation, promotional opportunities, and training required to maintain or enhance present positions.

#### **5.14 No Strike Clause**

**5.14.1** 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.

**5.14.2** 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.

**5.14.3** 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. 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 work duty.

**5.14.4** 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.

**5.14.5** 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.

**5.14.6** 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.

## **5.15 Sub-Contracting**

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

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

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

| <b>Severance Pay Eligibility</b> | <b>Additional Month(s) of Employer Contribution</b>                         |
|----------------------------------|---|
| 1 – 4 Weeks                      | An additional non-mandatory month of health & Welfare contributions.        |
| 5 – 8 Weeks                      | Two (2) additional months of non-mandatory health & welfare contributions.  |
| 9 – 12 Weeks                     | Three (3) additional months of non-mandatory health & welfare contributions |

## **6. COMPENSABLE HOURS**

### **6.1 Hours of Work**

**6.1.1** The normal work week shall consist of five (5) eight (8) consecutive hour days, Monday through Friday, with two (2) consecutive days off or, in the alternative, four (4) ten (10) hour consecutive hour days (Monday through Thursday or Tuesday through Friday) with three (3) consecutive days off. Variations of the above listed work schedules may be utilized, on a case-by-case basis, based upon mutual agreement between the Employer and the employee.

**6.1.2** The Employer shall retain sole discretion regarding the number of employees to be assigned to each of the aforementioned standard work schedules.

**6.1.3** The requirement of consecutive days off may not apply when the Employer directs overtime service during a normal day off whenever a non-consecutive day off schedule has been agreed upon between the Employer and employee.

**6.1.4** An employee's normal reporting time for work shall be 8:00 a.m. Such reporting time may be modified upon mutual agreement of the employee(s) and the Employer.

## **6.2 Overtime**

**6.2.1** Compensable paid hours in excess of forty (40) hours per week 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 this agreement. All overtime, shall be pre-authorized by the Employer.

a) Compensable hours shall be defined as any hours in which compensation is paid to an employee, including but not limited to paid sick leave, vacation, compensatory time, administrative leave, etc.

**6.2.2** Available overtime may be expressly offered to be paid in the form of compensatory time; however, no employee shall be compelled to accept compensatory time accrual in lieu of receiving compensation for overtime hours worked.

**6.2.3** When an overtime work assignment becomes available, an employee shall not be required to adjust his or her regularly scheduled shift to facilitate the assignment either before or after the work is performed for the sole purpose of avoiding the payment of overtime. This provision shall not prevent regular shift schedule adjustments based upon written mutual agreement of the Employer and the employee.

## **6.3 Working Out of Classification**

**6.3.1** Any employee working out of classification, in a higher paid classification, by direction of the Employer and/or designee for more than four (4) hours in a work day shall be compensated for all such hours worked at the lowest rate of pay for the higher classification that provides the employee with a pay enhancement of a minimum of five percent (5%) increase in salary; provided that if there is not step in the higher classification that is at least five percent (5%) above the employee's current salary, the employee shall be placed in the highest step in the higher classification.

**6.3.2** 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 thirty (30) calendar days of the time of accrual shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing deminimis 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.

## **6.4 Compensatory Time**

**6.4.1** Upon approval of the Employer, an employee may accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of

time and one-half for each overtime hour worked and shall be subject to the following conditions:

- a) An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum. Compensatory time accrued in excess of the maximum shall be cashed at the employee's straight time 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 20<sup>th</sup> of the current payroll month.
- c) Compensatory time off may be utilized in one- (1) hour or greater increments. Compensatory time off shall be scheduled with the approval of the Employer.
- d) The Employer shall make available an employee's compensatory time total upon reasonable request of the employee.
- e) 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.

## **6.5 Call Time**

**6.5.1** 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 the 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 half day work period. Rest breaks shall be scheduled as near as possible to the midpoint of each half day 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 (½) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment.

**6.6.3** If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee shall be compensated at the employee's applicable rate of pay or allowed additional time for lunch.

## **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 Employer paid 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; employees with less than twenty-eight (28) compensable hours per month shall accrue no benefits.

### **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         |

**7.2.2** Each current employee shall, as of January 1<sup>st</sup> of each year, be credited 8 hours to their vacation bank for their Personal Day. Upon hire, an employee will be credited 8 hours to their vacation bank.

**7.2.3** Employees shall have the courthouse recognized holiday off. Should the recognized holiday fall on the employee's regularly scheduled day off, the employee shall be given the adjacent day off, or with mutual agreement of the employer another day within the work week.

**7.2.4** An employee who works on a designated holiday and does not take an alternative 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 regular salary.

**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.

| 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                         |

**7.3.2** Vacation shall normally be utilized and charged in units of one (1) hour; smaller increments may be utilized with permission of the Employer or designee. A maximum of one (1) employee shall be allowed on vacation at a time unless permission is granted by the Employer.

**7.3.3** 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. 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. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

**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.

**7.3.6** 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 policy.

#### **7.5 Health and Welfare**

**7.5.1.** Effective January 1, 2011, the Employer shall pay an amount not to exceed \$880.73 per eligible employee towards the cost of medical, dental, vision, life, dependent life, time loss, and disability insurance under the programs outlined herein. Employees will be responsible for paying through payroll deduction any premiums in excess of the Employer's maximum contribution.

**7.5.2.** Effective January 1, 2011, the Employer shall pay to the United Employee Benefit Trust Fund, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the amounts required for the following plans:

| UEBT Insurance Coverage                | Rates as of 01/01/11 |
|--|----------------------|
| Medical – Plan A-6<br>(Composite Rate) | \$ 682.00            |
| Time Loss - Plan IV                    | \$ 24.00             |

7.5.3. Effective January 1, 2011, the Employer shall pay to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each eligible employee who received compensation for eighty (80) or more hours the previous calendar month, the amounts required for the following plans:

| WTWT Insurance Coverage | Rates as of 01/01/11 |
|-------------------------|----------------------|
| Dental – Plan A         | \$ 132.20            |
| Vision - Plan EXT       | \$ 14.25             |

7.5.4. Effective January 1, 2011, the Employer shall contribute the amounts required on a monthly basis to the Washington Counties Insurance fund for each eligible employee who is employed during the current calendar month.

| WCIF – Standard Insurance      | Rates as of 01/01/11 |
|--------------------------------|----------------------|
| Employee Life                  | \$ 1.80              |
| Dependent Life (if applicable) | \$ .65               |

7.5.5. Effective January 1, 2011, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Co. of Portland Oregon for each eligible employee who is employed during the current calendar month.

| Standard Insurance Co. | Rate as of 01/01/11 |
|------------------------|---------------------|
| Short Term Disability  | \$ 2.85             |

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

7.5.4. WTWT 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 (10<sup>th</sup>) 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. WTWT Delinquency: If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependants during such delinquency.

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

7.5.7. It is parties' mutual intent that by virtue of this agreement, the Employer's contribution towards all the employee benefits described hereinabove shall at no time exceed the sum of \$880.73.

## **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.

**7.7.2** Sick leave may be used in one quarter (¼) 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 childbirth purposes.

**7.7.4** 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 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 employees regular salary

**7.7.6** 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.

**7.7.7** At the time of separation from service, an eligible employee, except temporary, probationary, or just cause termination shall receive remuneration at a rate

equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in active service the employee's estate shall receive the same benefit.

## **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 Elected Official. Such approval shall be at the sole discretion of the Elected Official.

**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 paycheck issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

**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 (85<sup>th</sup>) month with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below;

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

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

## 7.10 Immunization

7.10.1 Employees who perform work and/or work in facilities which pose a health risk may request an assessment of any such risks. If the assessment determines that a health risk is present for which an immunization is advised, the Employee shall be directed to seek immunization from an approved health care provider. If the Employer requires a specific immunization and the employee chooses not to receive the immunization, the employee shall sign a written waiver memorializing the decline. Immunization and test that may be made available under this provision includes:

- a. Hepatitis A and B
- b. Rubella
- c. Rubeola (MMR (Measles))
- d. Diphtheria/Tetanus (Td)
- e. Annual TB test

7.10.2 All employees may seek an influenza immunization from an approved health care provider. Employees immunized under this provision shall submit those expenses to their insurance provider. Any out of pocket cost incurred by the employee shall be submitted to the Employer for reimbursement.

7.10.3 Employees shall be provided with the blood borne pathogens safety equipment as required by state or federal law. Each employee who may be at risk of job related infection shall be trained in blood borne pathogen protection.

## **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 new hire probationary employees, whose employment is strictly “at will.”

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

### **8.2 Types of Discipline**

**8.2.1** Nothing within this provision shall be construed to limit the Employer’s ability to impose administrative leave as a precursor to possible disciplinary action. 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 serious 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. 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.

### **8.3 Appeals of Discipline**

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

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

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

**8.3.2** In the event that a written warning or other discipline (other than an oral warning) that an employee may not appeal to Step 2 of the grievance procedure is used as a basis for a subsequent demotion, suspension or termination, the employee may challenge the written warning or other discipline in a subsequent grievance arbitration, provided that the employee appealed the original discipline through Step 2 of the grievance procedure, and did not accept an adjustment of the discipline as a result of that appeal.

## **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 Chief Deputy for the office in which the aggrieved employee works within fourteen (14) calendar days of the date the employee knew or reasonably should have had knowledge of the event(s) 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 Chief Deputy shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

**9.3.2 Step Two.** Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Chief Deputy's response, submit the grievance in writing to the Elected Official responsible for the office in which the employee works. The Elected Official 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 Elected Official's decision, give 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. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

**9.4.2** Within fourteen (14) calendar days following 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.

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

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

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

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

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

## **10 EMPLOYEE COMPENSATION**

### **10.1 Classifications & Salary Schedule**

**10.1.1** The salary schedule, employee classifications and assigned salary ranges shall be attached as an appendix.

**10.1.2** 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 applicable appendixes.

### **10.2 Pay Day**

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

**10.2.2** 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.

## **11 SENIORITY**

### **11.1 Seniority Standing**

**11.1.1** Each employee shall have seniority standing equal to such employee's continuous length of service within a position within the bargaining unit, however, employee's continuously employed with the County prior to accepting a position with one of the elected officials may utilize their original date of hire with the County for benefit accrual purposes only, e.g. vacation, etc. A seniority list shall be included in the applicable appendixes.

**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 applicable appendixes. An Employer granted leave of absence due to

illness and/or disability shall not result in an adjustment of the employee's seniority date.

## **12 REDUCTION IN FORCE**

### **12.1 Voluntary Reduction of Hours**

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

### **12.2 Mandatory Reduction of Hours**

**12.2.1** The Employer is entitled to mandate the reduction of an employee's normal weekly work hours. However, any such mandatory reduction of an employee's normal weekly work hours shall be considered tantamount to a layoff and shall be handled in accordance with Section 12.3 of the agreement.

### **12.3 Lay Off Procedure**

**12.3.1** For layoff purposes, each job classification shall be placed in either Category 1 or Category 2. Category 1 job classification shall be non-certified and support employees. Category 2 job classification shall be supervisory, licensed, and certified/mandatory trained employees. No full-time or regular part-time employee shall be laid off while there are any casual employees working within the scope of the bargaining unit.

**12.3.2** In the event of a layoff of a bargaining unit employee, such employee shall be laid off in the reverse order of seniority within the employee's designated Category as set forth in the following section. The below listed conditions shall apply whenever a layoff occurs.

- a) The employee with the least seniority within their designated Category shall be laid off first; and
- b) Laid off employees may utilize their seniority to bump into a previously held position for which they remain qualified (an employee shall not be able to bump into a previously held position from which they were demoted for just cause) regardless of whether or not the bump is upward, downward or lateral.
- c) If and when a recall takes place the last employee laid off, shall be the first employee recalled; and

- d) Where employees have the same seniority date, ties shall be broken by level of placement on the Employer's hiring list, with the higher list position resulting in the highest seniority placing; and
- e) The employees right of recall shall expire after eighteen (18) months; and
- f) While on layoff status it shall be the responsibility of the employee to keep the Employer apprised of his or her current address; and
- g) An employee who is laid off shall not suffer a loss of seniority during the term of the layoff.
- h) 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; and
- i) An employee shall be placed on the salary range of the classification to which they have bumped and shall be placed at a step that commensurate with the employee's years of service with the Employer.

**12.3.3** For layoff purposes, the Categories shall be as follows:

- a) **Category 2**
  - Appraiser IV
  - Appraiser III
  - Appraiser II
  - Appraiser I
  - Assessment Program Supervisor
- b) **Category 1**
  - Property & Assessment Technician
  - Deputy Assessor- Customer Service
  - Deputy Assessor- Exemptions Clerk
  - Deputy Assessor- Levy & Audit
  - Mapping Specialist Sr.
  - Mapping Specialist

## **13 SEVERABILITY**

### **13.1 Repealer in Conflict with Law**

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

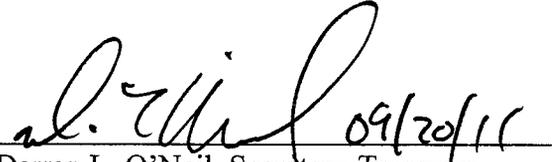
**14 DURATION OF AGREEMENT**

**14.1** This Agreement shall be effective January 1, 2011 and shall remain in full force and effect until the 31st day of December 31, 2011.

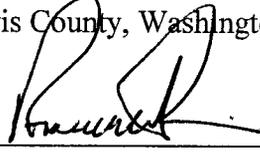
**14.2** Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this agreement by giving notice of the substance and instrumental language of the changes by mail to the other party within the following time frame. Union and Employer proposals shall be exchanged by mail and post marked not later than August 31 of the last year of this Agreement. The first negotiation meeting shall be held not later than October 1 of the last year of this Agreement. Modifications to the aforementioned time tables may be made by mutual agreement between the parties.

Signed and Dated this 21 day of ~~September~~ <sup>November</sup>, 2011.

TEAMSTERS UNION LOCAL NO. 252

  
\_\_\_\_\_  
Darren L. O'Neil, Secretary-Treasurer

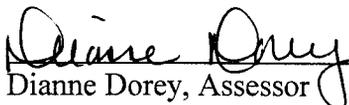
BOARD OF COUNTY COMMISSIONERS  
Lewis County, Washington

  
\_\_\_\_\_  
Ron Averill, Commissioner

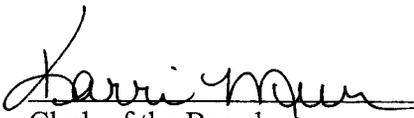
  
\_\_\_\_\_  
P.W. Schulte, Commissioner

  
\_\_\_\_\_  
F. Lee Grose, Commissioner

LEWIS COUNTY ASSESSOR

  
\_\_\_\_\_  
Dianne Dorey, Assessor

Attest:

  
\_\_\_\_\_  
Kari Mauer  
Clerk of the Board

**15 APPENDIX A - Seniority Dates**

**15.1** Listed below are the current employees employed by the Lewis County Assessor. Some employees benefit accrual date may be different than their date of hire with the Assessor's Office due to previous employment in other office or departments of Lewis County. An employee's benefit accrual date may only be utilized to determine vacation accrual levels and may not be utilized in other situations which require the use of an employee's date of hire with the Lewis County Assessor's Office (e.g., layoff, vacation bidding, etc.).

| Assessor Employees     | Current Classification             | Date of Hire | Benefit Accrual Date |
|------------------------|------------------------------------|--------------|----------------------|
| Jeri Lyn Lux           | Appraiser II                       | 10/15/84     |                      |
| Anne Watson            | Appraiser II                       | 03/09/87     |                      |
| Patrick Woody          | Appraiser IV                       | 06/01/92     |                      |
| Denise Unzelman        | Assessment Program Supervisor      | 06/01/96     |                      |
| Angelina Hill          | Deputy Assessor - Customer Service | 05/01/99     |                      |
| Rebekah Christensen    | Mapping Specialist                 | 07/01/99     |                      |
| Joy Johnston           | Deputy Assessor - Customer Service | 04/04/05     |                      |
| Diana L. Roe           | Mapping Specialist                 | 08/22/06     |                      |
| Patrick G. Gage        | Appraiser II                       | 08/24/06     |                      |
| Jonathan Linder        | Appraiser II                       | 02/22/07     |                      |
| Amanda Price           | Deputy Assessor- Levy & Audit      | 05/31/07     | 04/24/00             |
| Susan D. Johnson       | Deputy Assessor- Exemptions Clerk  | 06/04/07     |                      |
| Jonathan A. Clarke     | Appraiser II                       | 09/05/08     |                      |
| Jeffrey S. Seldomridge | Appraiser II                       | 09/08/08     |                      |
| Cynthia Norman         | Mapping Specialist                 | 06/01/09     |                      |
| Robert Criss           | Appraiser IV                       | 08/08/11     |                      |

**16 APPENDIX B - Classifications and Salary Schedule**

**16.1 Classifications and Salary Grades**

16.11 Listed below are the recognized employee classifications and assigned salary ranges:

| Assessor Classifications   | Salary Grades Effective 01/01/11 |
|--|----------------------------------|
| Appraiser IV   | 22                               |
| Appraiser III<br>Assessment Programs Supervisor<br>Deputy Assessor- Levy & Audit | 20                               |
| Mapping Specialist Senior  | 19                               |
| Appraiser II   | 18                               |
| Appraiser I<br>Mapping Specialist  | 16                               |
| Deputy Assessor- Exemptions Clerk  | 15                               |
| Deputy Assessor- Customer Service  | 14                               |

## 16.2 2011 Salary Schedule

The below listed salary schedule shall become effective January 1, 2011. The 2011 salary schedule represents a 0.0% increase over the 2010 Salary Schedule.

| Range | A       | B      | C      | D      | E      | F      | G      | H      | I      | J      | K      | L      | M      |        |
|-------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 14    | Annual  | 32,304 | 33,108 | 33,924 | 34,776 | 35,640 | 36,540 | 37,452 | 38,388 | 39,348 | 40,332 | 41,352 | 42,372 | 43,440 |
|       | Monthly | 2,692  | 2,759  | 2,827  | 2,898  | 2,970  | 3,045  | 3,121  | 3,199  | 3,279  | 3,361  | 3,446  | 3,531  | 3,620  |
|       | Hourly  | 15.53  | 15.92  | 16.31  | 16.72  | 17.13  | 17.57  | 18.01  | 18.46  | 18.92  | 19.39  | 19.88  | 20.37  | 20.89  |
| 15    | Annual  | 33,900 | 34,764 | 35,628 | 36,516 | 37,428 | 38,376 | 39,324 | 40,308 | 41,328 | 42,348 | 43,404 | 44,496 | 45,612 |
|       | Monthly | 2,825  | 2,897  | 2,969  | 3,043  | 3,119  | 3,198  | 3,277  | 3,359  | 3,444  | 3,529  | 3,617  | 3,708  | 3,801  |
|       | Hourly  | 16.30  | 16.71  | 17.13  | 17.56  | 17.99  | 18.45  | 18.91  | 19.38  | 19.87  | 20.36  | 20.87  | 21.39  | 21.93  |
| 16    | Annual  | 35,604 | 36,504 | 37,404 | 38,352 | 39,300 | 40,284 | 41,292 | 42,324 | 43,380 | 44,472 | 45,576 | 46,716 | 47,880 |
|       | Monthly | 2,967  | 3,042  | 3,117  | 3,196  | 3,275  | 3,357  | 3,441  | 3,527  | 3,615  | 3,706  | 3,798  | 3,893  | 3,990  |
|       | Hourly  | 17.12  | 17.55  | 17.98  | 18.44  | 18.89  | 19.37  | 19.85  | 20.35  | 20.86  | 21.38  | 21.91  | 22.46  | 23.02  |
| 18    | Annual  | 39,252 | 40,236 | 41,244 | 42,276 | 43,332 | 44,424 | 45,516 | 46,656 | 47,832 | 49,020 | 50,244 | 51,504 | 52,788 |
|       | Monthly | 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  |
|       | Hourly  | 18.87  | 19.34  | 19.83  | 20.33  | 20.83  | 21.36  | 21.88  | 22.43  | 23.00  | 23.57  | 24.16  | 24.76  | 25.38  |
| 19    | Annual  | 41,220 | 42,252 | 43,308 | 44,388 | 45,492 | 46,632 | 47,796 | 48,996 | 50,220 | 51,480 | 52,764 | 54,072 | 55,440 |
|       | Monthly | 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  |
|       | Hourly  | 19.82  | 20.31  | 20.82  | 21.34  | 21.87  | 22.42  | 22.98  | 23.56  | 24.14  | 24.75  | 25.37  | 26.00  | 26.65  |
| 20    | Annual  | 43,284 | 44,352 | 45,468 | 46,608 | 47,772 | 48,972 | 50,196 | 51,444 | 52,728 | 54,048 | 55,404 | 56,784 | 58,200 |
|       | Monthly | 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  |
|       | Hourly  | 20.81  | 21.32  | 21.86  | 22.41  | 22.97  | 23.54  | 24.13  | 24.73  | 25.35  | 25.99  | 26.64  | 27.30  | 27.98  |
| 21    | Annual  | 45,444 | 46,584 | 47,748 | 48,936 | 50,160 | 51,420 | 52,704 | 54,012 | 55,368 | 56,760 | 58,176 | 59,616 | 61,116 |
|       | Monthly | 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  |
|       | Hourly  | 21.85  | 22.40  | 22.96  | 23.53  | 24.12  | 24.72  | 25.34  | 25.97  | 26.62  | 27.29  | 27.97  | 28.66  | 29.38  |
| 22    | Annual  | 47,712 | 48,912 | 50,136 | 51,384 | 52,668 | 53,988 | 55,332 | 56,724 | 58,140 | 59,580 | 61,080 | 62,604 | 64,176 |
|       | Monthly | 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  |
|       | Hourly  | 22.94  | 23.52  | 24.10  | 24.70  | 25.32  | 25.96  | 26.60  | 27.27  | 27.95  | 28.64  | 29.37  | 30.10  | 30.85  |

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

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

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

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

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

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

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

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

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

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

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

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

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



## 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 Assessor's Group  
Date: October 10, 2011

### Summary:

The Collective Bargaining Agreement between Teamster Local # 252, representing the Assessors Group, 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 \$880.73 monthly employer contribution per employee.

Other issues that were addressed during negotiation were:

- Clarified the lay-off recall procedure.
- Update the insurance change as identified in resolution 10-338, transitioning the group from WCIF to Teamster Health Insurance.

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.

