BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS UNION REPRESETING THE COMBINED GROUP FOR 2012) RESOLUTION NO. 12-211

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Teamsters 252, representing The Combined Group; and

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

NOW THEREFORE BE IT RESOLVED that the Collective Bargaining Agreement between Lewis County and Teamster 252 representing the Combined Group is approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 18 day of JUNE, 2012.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

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

F. LEE GROSE, Chairman

Civil Deputy, Prosecuting Attorney's Office

RON AVERILL, Member

ATTEST:

Clerk of the Board, Karri Mur

P.W. SCHULTE, Member

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 Combined Unit	Teamsters Local Union 252
Employer Name	Labor Organization (Union) Name
PO Box 29	217 East Main Street
Address	Address
Chehalis, WA 98532	Centralia, WA 98531
City State Zip Code	City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01-01-2012 to: 12-31-2012

☐ New Account ☒ Renewal — Account No. 105576 Approximate No. of Covered Employees 43

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	☐ WT-100	$ 682.50
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	$ 16.00
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only				$ 11.40
Domestic Partners	☐ Domestic Partners – Medical				$
Dental Plan	☒ A	☐ B	☐ C		$ 125.59
Domestic Partners	☐ Domestic Partners – Dental				$
Vision Plan	☐ EXT				$
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) July, 2012 *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 Chairman Date 6-18-12 Title Secretary-Treasurer Date 6-5-2012

ELIGIBILITY TO PARTICIPATE IN TRUST

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

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

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

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

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

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

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

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

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

ACCEPTANCE OF TRUST AGREEMENT

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

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

APPROVAL OF TRUSTEES

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

Date _____

_____

Administrative Agent
Washington Teamsters Welfare Trust

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TEAMSTERS LOCAL #252

AND

LEWIS COUNTY
(Combined Unit)

JANUARY 1, 2012 – DECEMBER 31, 2012

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1. INTRODUCTION

1.1. Preamble

1.1.1 This agreement is entered into by and between LEWIS COUNTY, acting on behalf of the;

a) Budget/Fiscal Services.

b) Central Services; Facilities, Information Technology, Mail Services; and Southwest Washington Fair;

c) Public Works; Litter Control: and

d) Public Health & Social Services; Environmental Health.

All of the aforementioned are divisions of Lewis County, a political subdivision of the State of Washington, hereinafter jointly referred to as the "EMPLOYER," and Teamsters Union Local No. 252, hereinafter referred to as the "UNION."

1.1.2 The Employer groups shall be classified as Division, and Department.

a) Budget/Fiscal, Central Services, Public Works, and Public Health and Social Services, shall be defined as "Departments".

b) Facilities, Southwest Washington Fair, Information Technology, Mail Services, Secretarial, Litter Control, and Environmental Health Division, shall be defined as "Division".

1.1.3 The Union groups shall be classified as Bargain Unit, Bargaining Group, Work Group, and Job assignment.

a) All employees covered under this Collective Bargaining Agreement shall be defined as the "Bargaining Unit".

b) All employees working in a "Department" of the County shall be defined as a "Bargaining Group" or any new Department covered by this Collective Bargaining Agreement.

c) All employees working in a "Division" of the County shall be defined as a "Work Group" or any new Division covered by this Collective Bargaining Agreement.

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 and part-time employees of the

a) Budget/Fiscal Services,

b) Central Services: Information Technology, Mail Services Facilities, Southwest Washington Fair Division:

c) Public Works: Secretarial, and Litter Control, and

d) Public Health & Social Services, Environmental Health, secretarial.

2.2 Employee Definitions

2.2.1 Employees shall be classified as full-time, part-time, probationary, or casual.

a) Full-Time Employee. A full-time employee shall be defined as an employee regularly works forty (40) hours or more within a designated work week.

b) Part-Time Employee. A part-time employee shall be defined as an employee who regularly works less than forty (40) hours a week. A part-time employee shall be entitled under their contract of employment to that fractional part of accruable benefits and monthly health and welfare premiums that the total number of hours of his or her employment bears to the total number of hours of a full-time employee.

c) Probationary Employee. A probationary employee shall be defined as a full-time or part-time employee who has not yet completed his or her six (6) consecutive month probationary period. The probationary period may be served by a new hire, a promoted employee, or an employee who changes classifications during his or her employment with Lewis County. A probationary employee shall be considered an "at will" employee during his or her probationary period excluding those probationary employees who may be serving a promotional or change of job classification probationary period in accordance with Section 5.2.

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.

2.2.2 Not later than thirty (30) calendar days after the hiring of an individual into a division covered by this bargaining agreement, the Employer shall notify the Union of such employment, indicating the name of the individual, the date of hire, salary rate, and the job title of the new employee. In the case of promotion or change of job classification, the Employer shall advise the Union of the same information.

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 an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

3.1.2 The Union shall indemnify 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.VE. 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 just cause;

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

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

e) to evaluate employees' performances;

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

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

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

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

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

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

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

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

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

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

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

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 to the Union.

4.3.2 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.

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 93 466. G.S. proper resolution # is 03-042.

5.1.2 The Employer shall maintain professional liability insurance for all medical related activities without cost to the employees. Liability insurance shall be established at a minimum of two million ($2,000,000) dollars. All employees shall be covered by the Department's errors and omissions policy in the performance of their duties.

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 within one of the bargaining work groups the following posting requirements shall apply in order to solicit qualified applicants;

a) A notice of such opening shall be posted on the affected work groups bulletin board for five (5) working days

b) If no qualified applicant(s) apply for the available position from within the work group, the position shall be posted simultaneously within all of the other the bargaining unit covered by this agreement. The available position(s) shall also be posted simultaneously in other county departments along with postings to the general public, however, preference shall be given to employees in the bargaining unit covered by this agreement who may apply.

5.2.2 Such notice shall set forth the specific job classification title and the required qualifications required to perform the work of the available position as specified in the applicable job description. The Employer will have the discretion to determine whether an applicant meets the required job qualifications by administering an interview and/or by testing. An employee's application shall be in writing and shall be submitted to the Director or designee for consideration.

5.2.3 In the event the Employer has a reasonable belief that no one in the work group possesses the required qualifications for the available position, the Employer may simultaneously advertise the position outside of the work group 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 the work group for those applicants who apply and meet the required qualifications for such position.

5.2.4 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 previous 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.

5.2.5 An employee who has satisfactorily completed the probationary period, shall upon promotion or reclassification within that department, serve a trial period of a minimum of forty (40) hours to a maximum of five hundred twenty (520) hours. The Employer shall determine the appropriate length of the trial period.

5.2.6 Employees serving a trial period, who fail to satisfactorily complete that trial period, may be returned to their formerly held position, within that department at the applicable wage and benefit level. The thirty (30) day period, considered temporary, shall be included within this trial period. Individuals employed to replace that transferred employee are subject to displacement should the transferred employee be returned to their former position during the trial period.

5.2.7 New hire probationary employees shall not normally be considered for promotions or changes in job classifications within the first six (6) months of employment, but may apply for lateral or lower paid positions.

a) In cases where extenuating circumstances may exist relative to a probationary employee seeking a change of job classification or a promotional position which may increase the pay range of such employee, the Union may request a wavier of this contractual restriction, however, the final decision on the issue shall be at the sole discretion of the Employer.

5.2.8 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 a five (5%) increase in salary on the salary range of the job classification to which the employee is promoted. However, if the top step of the higher range is less than 5% then the top step shall be the rate of pay.

5.2.9 A written and/or oral examination may be required for all promotional or available positions. The weight of scoring of the oral and/or written examinations shall be determined by the Employer and/or his designee, however, the weight given to each section of the examination shall be posted at the time the job announcement is made. The required qualifications for the promotional or available 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 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. All employees are required to seek such compensation from the court. In the event an employee has used the employee's personal privately-owned vehicle for jury service, such employee shall be allowed to retain the mileage compensation portion paid by the court.

5.5 Leaves of Absence

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 to 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 to 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 be entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. 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 Personnel Files

5.6.1 The Directors of each department covered by this agreement shall maintain the official personnel files and medical record files of their respective employees in this bargaining unit. Such repository may be changed at the sole discretion of the Employer provided advance written notice is given to the Union.

5.6.2 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 no 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.

5.6.3 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.

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

5.7 Job Descriptions

5.7.1 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.

5.8 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 as directed by the Director 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.

5.8.2 Employees who are required to operate a motor vehicle shall be required to attend a defensive driving course within their first year of employment.

5.8.3 Employees shall attend and complete an Employer-approved basic first aid course and CPR training. Such training shall be offered to the employees each calendar year. First Aid and CPR certification shall be renewed as determined by Employer policy. Time at such training shall be compensable at the employee's applicable rate of pay.

5.8.4 The Employer will provide training for employees as required by statute, legal mandate, job position required certification, and/or Employer policy. Listed below are conditions applicable to this provision:

a) 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.

b) The Employer shall reimburse the employee for all reasonable fees and costs associated with such training.

c) An employee, who requires continuing education credits, shall be required to notify the Employer of the anticipated continuing education credits. Such employee will be required to obtain and maintain certification for the following year. Such notice shall be submitted to the Employer no later than July 30 of each preceding calendar year. Time to attend required continuing credit education classes shall be provided to the employee by the Employer subject to operational needs of the Employer. An employee's failure to attend required training due to the operational needs of the Employer shall not be cause for disciplinary action.

5.8.5 The Employer or designee shall respond to employee training requests within seven (7) calendar days following written submission of such request. Other than job position required training, training shall be granted or denied at the sole discretion of the Employer.

5.8.6 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 from each designated department described in Section 2.1., comprised of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations. Such attendance shall be on a "split time" basis, half on Employer paid time and half on the employee's non-paid time, provided, that the Employer gives advance notice of intent to request split time attendance at negotiation sessions. No such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or designee, to the public would be interrupted or withheld.

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 Sub-Contracting

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

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

b) Health & Welfare coverage shall be provided as follows:

Month of Service	Term of Coverage
0-108	Month of Layoff plus two (2) months of coverage
109-228	Month of Layoff plus four (4) months of coverage
229 or more	Month of Layoff plus six (6) months of coverage

5.11 Employee Performance Evaluations

5.11.1 An annual performance evaluation will be performed by the Director or designee for each employee. When completed, such evaluations will be reviewed with the employee who shall sign the document thereby indicating the review took place.

5.11.2 The employee may submit written comments or objections which shall be attached to the evaluation and placed in the individual's personnel file. If requested, the employee will be provided a copy of his/her evaluation. The Employer assumes no responsibility for disclosure of confidential information from the release of such copy.

5.12 Personnel Manual

5.12.1 Copies of Employer-adopted personnel manuals shall be placed, and thereafter maintained, by the Employer at Employer-designated locations at each Department building work site.

5.12.2 Employer revisions to the personnel manual shall be timely placed in the manuals at the work site. Revisions shall be posted on the employee bulletin boards within fifteen (15) calendar days after adoption and shall be maintained on such bulletin board for at least seven (7) days.

5.12.3 Copies of the revisions shall be sent to the Union within fifteen (15) calendar days after adoption. New employees shall be provided with an updated copy of the personnel manual within fifteen (15) calendar days of hire.

5.13 Labor Management Meetings

5.13.1 Labor/management meetings may be held upon mutual agreement of the Director and/or his designee and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns

affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract negotiations procedure, or to air individual employee concerns.

5.13.2 On behalf of the Union, only the Union representative and the two (2) elected stewards shall be present for the purpose of representation of the Union's position. No more than three (3) Employer representatives shall be present for representation of the Employer's position. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay. Unless the Employer and Union mutually agree otherwise, this provision shall expire on the termination date of this agreement.

5.14 Equipment and Safety

5.14.1 An employee shall not be required to operate Employer supplied unsafe or mechanically unsound equipment. An employee shall promptly report in writing unsafe equipment to his or her immediate supervisor for proper disposition or repair.

5.15 Protective Clothing and/or Equipment

5.15.1 Any protective clothing and/or equipment that are required by Employer guidelines and/or State/Federal regulations shall be, where applicable, provided or made available to the employee at the Employer's expense.

5.15.2 Upon completion of the employee's probationary period, employees may request, and at the employer's discretion, may be granted up to $150 annually towards the purchase or replacement of work boots if such boots are necessary for health and safety reasons of the employee's normal work environment.

5.16 Hazardous Materials

5.16.1 The Employer shall provide training by a State of Washington Hazardous Material Certified Professional for all employees that are required to clean up any and all hazardous materials including but not limited to blood, body fluids, fecal matter, chemicals, or other such materials. In no event shall an employee without the proper training be required to clean up hazardous materials.

5.17 Document Signing

5.17.1 No employee shall be required to sign any legal documentation if the employee believes the legal document is not consistent with County, State, or Federal code or regulation, if the employee's supervisor or department head is certified to sign the legal document. However, if the Employer requires an employee to sign a legal document that the employee believes is not consistent with code or regulation the supervisor or the department head shall submit to the employee a written statement that the employee is being directed to sign the legal document. The supervisor or department head's written demand to sign the legal document shall identify the legal document required to be signed by the employee.

5.18 No Strike Provision

5.18.1 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.

5.18.2 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.

5.18.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, 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.

5.18.4 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.

5.18.5 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.

5.18.6 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.

6. COMPENSABLE HOURS

6.1 Hours of Work

6.1.1 The normal work week shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday, with two (2) consecutive days off, or in the alternative four (4) consecutive ten (10) hour days with three (3) consecutive days off. The requirement of consecutive days off shall not prevent the Employer from assigning overtime work on an employee's normally scheduled day off. Upon mutual agreement between the Employer and employee, an employee may be assigned to work a schedule other than those included in this paragraph.

6.1.2 With notice as provided below, the Employer may unilaterally assign an employee to work an alternate schedule for a period not to exceed ninety (90) calendar days. Notice shall be provided as follows:

a) Budget/Fiscal Services, ten (10) calendar days advance notice.

b) Central Services: Facilities, Information Technology, Mail Services and Southwest Washington Fair:: ten (10) calendar day advance notice.

c) Public Works; Secretarial, and Litter Control: ten (10) calendar day advance notice.

d) Public Health and Social Services; Secretarial, and Environmental Health: ten (10) calendar day advance notice.

6.1.3 The Employer may permanently assign not more than one (1) employee from the custodian work unit and one (1) employee from the facilities work unit to a work week different than Monday through Friday. "Permanent" shall mean a duration exceeding four (4) consecutive calendar months.

6.1.4 Employees assigned to a day shift will normally report work between 6:00 a.m. and 9:00 a.m., as assigned by the Employer. The custodian assigned to work the night shift will normally report to work between 4:00 p.m. and 6:00 p.m., as assigned by the Employer. 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. Any unilateral change of starting time will be temporary for a period not to exceed ninety (90) calendar days.

6.2 Overtime

6.2.1 Compensable paid hours in excess of forty (40) hours per week or in excess of the regularly scheduled work day 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 6.4.

6.2.2 All overtime shall be pre-authorized by the Employer. The Employer shall provide a list of common pre-authorized activities.

6.2.3 Except for alternate shift schedules as authorized by 6.1.1 b) and d) (Facilities/Maintenance), all time worked outside the normal work week of Monday through Friday, shall be compensated at the overtime rate. All overtime, shall be pre-authorized by the employee's supervisor and approved by the Director or designee.

6.3 Working Out of Classification

6.3.1 Any employee assigned to work out of classification, in a higher paid classification, by direction of the Employer or designee, shall be compensated for all hours worked at that higher classification's lowest rate of pay, provided, such placement shall, in any event, be a minimum of a five percent (5%) increase in salary. However, if the top step of the higher range is less than 5% then the top step shall be the rate of pay.

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 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.

6.4 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 one hundred twenty (120) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

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

c) Compensatory time off may be utilized in fifteen (15) minute increments.

6.4.2 Scheduling of the taking of compensatory time off is to be by approval of the Employer or designee. Once scheduled, it may only be denied in the event of an emergency endangering or substantially impairing Employer service 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.

6.5.2 Contact Calls. An off-duty employee contacted by the Employer to solicit information or decision which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at his or her applicable rate of pay for each such engagement. For an engagement which exceeds thirty (30) minutes in duration, the above listed section shall apply.

6.6 Rest & Lunch Breaks

6.6.1 Lunch Breaks. 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. 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.

6.6.2 Rest Breaks. An employee shall be permitted, during the course of his or her workday, to take two (2) uninterrupted fifteen (15) minute rest breaks, all such breaks shall be taken as time permits. When possible, the first rest breaks should be taken mid-way through the first half of a work shift and the second break should be taken mid-way through the second half of a work shift. If an employee fails to take any or all such breaks, for whatever reason, the employee shall have no right to claim any compensation for that time. County proposes to take all such breaks shall be taken as time permits.

6.7 Stand-By Status

6.7.1 The Employer, may at the Employer's sole discretion, assign an employee to a stand-by status. There are three categories of "standby" which shall be defined, sanctioned, and compensated as follows:

6.7.2 "Physical Standby Status." This is a full restricted status with a duty to immediately physically respond upon notice, subject to penalty of discipline for failure to do so. This status constitutes "actual working time" and shall be subject to compensation at the employee's applicable rate of pay.

6.7.3 "Designated Pager Status." The Employer, or his designee, on a reasonably rotating basis where practical, may direct personnel to assume a status of a "designated pager." Such a status shall be for such period of time as the Employer shall set.

a) The "designated pager" employee shall have a duty to stay within pager range during the designated period and be subject to the duty to immediately answer the page. The "designated pager" employee shall have a duty, after being paged, to become physically available within a reasonable period of time as dictated by the urgency and circumstances necessitating the call. Such employee shall gauge his or her personal conduct while on "designated pager" status in such a manner as to reasonably be able to report to duty.

b) In the event such employee has his or her pager activated and the employee is engaged into service, "Call-Time" provision would be invoked, however, the employee will not be on the clock until departure for the employee's work site.

c) The "designated Pager" employee may transfer the "designated pager" status to another agreeable employee upon prior notice and approval of the supervisor.

d) Failure to appropriately answer a page or to report to duty after being called in service would be subject to discipline.

e) "Designated pager" status shall be compensated the rate of forty dollars ($40.00) for "weekend" duty (Friday 5:00 PM to Monday 8:00 AM) and seventy five dollars ($75.00) for a "full week" duty (Monday 8:00 am to Monday 8:00 am).

6.7.4 "Pager Status." At the discretion of the employer, an employee may be issued a pager with the ability to use and answer the same if the employee wishes. There would be no sanction or discipline in the event the employee fails to respond to the page while on this status. No monetary or other compensation for the employee shall be paid while on this status.

6.8 Court Time

6.8.1 When an employee is subpoenaed by a party, or is directed by the Employer, to attend any court proceeding or administrative hearing for the purpose of providing testimony arising from

such employee's official duties, and such attendance is not entirely within the employee's scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift.

6.8.2 The employee shall request the court or the party who issued the subpoena to compensate the employee for such court appearance. Any compensation received from the court or the party issuing the subpoena shall be immediately paid and delivered to the Employer.

6.9 Staff Meetings

6.9.1 Each employee's actual time and attendance at Employer mandated staff meetings shall be deemed compensable time to be paid at the employee's applicable rate of pay. In the event that such a staff meeting is held on a day different than the normal work day of the employee, such employee shall be guaranteed a two (2) hour minimum.

7 EMPLOYEE COMPENSATION

7.1 Classifications and Salary Schedule

7.1.1 Salary schedules and classification range assignments shall be attached to this agreement as appendices.

7.1.2 The Environmental Services Supervisor may perform duties of the Environmental Services Manager position and act for the Public Health Social Service Director in their absence. These duties are part of the Environmental Services Supervisor pay and are not subject to article 6.3, Working Out of Classification. In addition, the management duties as described in job code SN307, bullet points 2,4,6, and 7 under essential functions will not acclimate into bargaining unit work. At any time the Employer has right to implement those duties as is necessary.

7.1.3 Upon elimination or removal of Environmental Services Supervisor, the Code Compliance Supervisor position will be reinstated pending budgetary consideration.

7.1.4 If the BOCC, approves a Cost of Living Adjustment/raise for calendar year 2012 for the non-represented, the Directors, and/or the BOCC, then the members of this bargaining unit shall receive the same overall percentage.

7.2 Pay day

7.2.1 The pay day for all work performed in the previous calendar month shall be the fifth (5th) day of the following month, but if the fifth (5th) falls on a non-work day, i.e., Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the fifth (5th).

a) 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.

b) A mid month draw day shall be permitted to the employee to the extent allowed by statute.

c) Paycheck stubs shall include a breakdown of the following information: Earnings including overtime, base wage and working out of classification compensation.

d) Employees may participate in voluntary payroll deduction to the extent permitted by the Employer's payroll agent and in accordance with such Employer's agent's procedure.

7.2.2 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 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.

7.3 Pay Period

7.3.1 If and when the Employer's new payroll system becomes operational, the new pay days will be the 10th and 25th of each month. However, prior to implementation, the Employer must provide sixty (60) days written notice to the employees and the Union. When the aforementioned goes into effect, compensation for time from the 1st of the month through the 15th shall be paid on the 25th, and compensation for time from the 16th through the end of the month shall be paid on the 10th of the following month. Should the 10th or 25th fall on a non-work day, (e.g. Saturday, Sunday, or Courthouse Holiday), the payday shall be the work day preceding the 10th or 25th. Earned overtime shall be subject to payment in the pay cycle in which the overtime was earned.

8 EMPLOYEE BENEFITS

8.1 Benefit Eligibility

8.1.1 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 the 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 prorated; employees with less than twenty-eight (28) compensable hours shall accrue no benefits.

8.2 Holidays

8.2.1 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

8.2.2 Each current employee shall, as of January 1st 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.

8.2.3 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.

8.2.4 An employee who works on a designated holiday and does not take an alternate day off during that work week shall be compensated for all hours worked on such holiday at 1 ½ times the employee's regular salary in addition to their regular salary.

8.3 Vacation

8.3.1 All full-time employees shall accrue vacation in accordance with the following schedule. 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

8.3.2 Vacation shall be utilized and charged in units of eight (8) hours or ten (10) hours, depending upon the employee's regular work-day, however, increments of less than eight (8) or ten (10) may be utilized with a minimum increment of one (1) hour. An employee's vacation cumulative accrual shall be posted within fourteen (14) days following the end of the calendar month.

8.3.3 The following vacation boards shall be utilized by the identified bargaining unit Divisions for seniority bidding of preferred vacation slots:

Central Services:

a) Facilities – A minimum of 1 employee off from each category at any given time.

b) Information Service Technology – A minimum of 1 employee off at any given time.

c) Southwest Washington Fair Division –a minimum of 1 employee off at any given time.

Public Works

a) Secretarial, - a minimum of 1 employee off at any given time

b) Litter Control - a minimum of 1 employee off at any given time

Budget/Fiscal

a) Budge/Fiscal Division – a minimum of 1 employee off from each category at any given time.

Public Health & Social Services

a) Environmental Health Division – A minimum of 1 employee off at any given time.

8.3.4 An employee desiring to utilize seniority when scheduling vacation shall provide a written vacation request to the Employer or his designee between March 1st and March 31st. Bidding on the first round shall be limited to ten (10) vacation days. The Employer shall approve, reject, or ask for rescheduling not later than April 15 of a vacation year. Second or subsequent requests shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Seniority bidding shall cover a twelve (12) month period - April to April. Vacation requests submitted after the aforementioned vacation seniority bid period shall be considered and approved on a first-come first-served basis.

8.3.5 Once approved and scheduled, an employee's vacation may not be canceled or changed by the Employer except in the case of an operational emergency. The burden of showing an operational emergency exists shall be upon the Employer. The term "operational emergency" shall not include Employer scheduling errors or the payment of overtime to fill vacant shifts. No employee shall be compelled to find his/her own replacement in order to get a requested vacation approved.

8.3.6 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. 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.

8.3.7 In the event that an employee is required to cancel a pre-scheduled vacation day(s) due to emergency operational requirements of the Employer, an employee shall not be charged a vacation day(s) (eight [8] hours or ten [10] hours, whichever is applicable) for the day(s) during which the employee is required to work. In addition said employee shall be compensated at two and one-half times the employee's regular straight time hourly rate of pay for all hours worked during the canceled vacation period. If an employee is informed by the Employer of the necessity

to cancel his or her pre-scheduled vacation, the employee shall inform the Employer of the existence of any non-refundable expense which would be incurred by the employee. The Employer shall be responsible for reimbursing the employee such nonrefundable expense in the event that the Employer thereafter directs the employee to so cancel his or her pre-scheduled vacation. This section shall not be available to an employee whose fault caused the necessity of the cancellation.

8.3.8 Upon approval of the Employer, which shall be at the sole discretion of the Director, an employee may opt to be cashed out for all vacation in excess of one hundred twenty (120) hours accrual. Such request must be made in writing to the Director at least thirty (30) days in advance of the proposed cash out payday, which must be a regular payday, and if approved, such cash out hours shall be paid at the next payday at the employee's regular straight time hourly rate of pay.

8.4 Vacation Transfer

8.4.1 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).

8.5 EMPLOYEE BENEFITS

8.5.1 Benefit Eligibility

8.5.1.1. Effective January 1, 2012, the Employer shall pay an amount not to exceed $839.03 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 amount.

8.5.2 Insurance

8.5.2.1 Medical, Dental: Effective January 1, 2012 based on December 2010 hours, the Employer shall pay to the Washington Teamsters Welfare Trust care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours the previous calendar month, the amounts required for the following plans:

WTWT Insurance	Rates as of 01/01/12
Medical -WTW Plan C	*$718.50
Dental – WTW Plan A	$125.59

* $11.40 has been added to the monthly medical contribution to purchase an additional nine (9) month waiver of medical premium option.

* $8.60 has been added to the monthly medical contribution to purchase Life/AD&D Plan A.

* $16.00 has been added to the monthly medical contribution to purchase the Time Loss Plan A.

8.5.2.2 Effective January 1, 2012, 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 01/01/12
Vision	$17.38
Employee Life	$1.80
Dependent Life	$0.65

8.5.2.3 Effective January 1, 2012, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Company of Portland Oregon for each employee who employed during the current calendar month.

Standard Insurance Co.	Rates as of 01/01/12
Short Term Disability	$2.85

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

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

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

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

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

8.5.2.9 It is the parties mutual intent that by virtue of the Memorandum of Understanding, the Employer's contribution toward all of the employee benefits described hereinabove shall at no time exceed the sum of $839.03 through June 12, 2012. Effective July 1, 2012, the

Employer's contribution toward all of the employee benefits described hereinabove shall at no time exceed the sum of $865.88.

8.6 Bereavement Leave

8.6.1 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, child, grandchild, parent or spouse's parents, grandparent, sibling, spouse's sibling or other person who is a non-pecuniary resident of the employee's household.

8.6.2 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, grandchild, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, and any other person who is a non-pecuniary resident of the employee's household. Regular employees may request the right to use additional leave, if necessary, to exceed this three (3) day period. All such additional leave shall be charged to accrued vacation and accumulated compensatory time, or to leave without pay as a last resort.

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

8.7 Sick Leave

8.7.1 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.

a) Part-time employees who are employed on a regular basis or on aregular 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.

8.7.2 Sick leave may be used in quarter hour increments. An employee's sick leave cumulative accrual shall be posted within fourteen (14) days of the end of the calendar month.

8.7.3 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.

8.7.4 An employee who takes more than three (3) workdays sick leave for anyone 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.

8.7.5 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.

8.7.6 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.

8.7.7 Any exiting employee, except temporary, probationary, or just cause terminations, 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 designated beneficiary or estate shall receive the same benefit.

8.7.8 Any absence for an illness, sickness, disability, or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the quarter hour.

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

8.8 Educational Reimbursement

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

8.8.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from the Director. Such approval shall be at the sole discretion of the Director. Approval or denial of an employee's request shall be made by the Employer within twenty one (21) calendar days from the date in which the request is submitted.

8.8.3 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.

8.8.4 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.

8.8.5 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.

8.8.6 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.

8.8.7 On a case-by-case basis and in his/her sole discretion, the Director or designee may authorize tuition reimbursement at a level higher than specified by this Section, and may authorize reimbursement for required text books.

8.9 Immunization

8.9.1 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. Diptheria/Tetanus (Td)

e. Annual TB test

8.9.2 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.

8.9.3 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.

8.10 Longevity

8.10.1 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:

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.

9 SENIORITY

9.1 Seniority Standing

9.1.1 Each employee shall have seniority standing equal to such employee's continuous length of service with the County for benefit accrual purposes only, e.g. vacation, sick leave, longevity, etc. Each employee shall have seniority standing equal to such employee's continuous length of service in a division for the purposes of vacation scheduling and layoff. Employees that are required by the Employer to move from one division to another division within this bargaining unit shall maintain their seniority for vacation selection and layoff purposes.

a) Employment experience while holding a position as a casual employee shall not be included in seniority standing credit.

b) Seniority shall be terminated by separation from County employment whether by discharge or resignation.

c) Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence unless specified differently in this Agreement. An Employer-granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

d) A seniority list shall be attached to this agreement as an appendix.

9.2 Voluntary Reduction of Hours

9.2.1 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 temporary or permanent basis. Employee(s) may volunteer to accept the reduced hour weekly work schedule. However, following the offer and acceptance of reduced work hours schedule, the Union and the Employer shall meet to set forth in writing the specific conditions under which the reduced weekly work hour schedule shall be worked (e.g., reversion rights, benefit accrual, etc.).

9.3 Mandatory Reduction of Hours

9.3.1 The Employer is entitled to mandate the reduction of 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 9.4., Layoff Procedure of this agreement.

9.4 Layoff and Recall Procedure

9.4.1 For layoff purposes, each job classification assigned in a Work Group shall be placed in either Category 1 or Category 2. Category 1 job classification shall be non-technical and support employees. Category 2 job classification shall be supervisory, licensed and technical 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.

9.4.2 An employee that moves from Category 1 to Category 2 within a Work Group shall have their Category 1 seniority continue to accrue along with a separate seniority within Category 2. An employee that moves from Category 2 to Category 1 shall have their seniority dovetailed. Employees voluntarily accepting a position within another workgroup covered by this agreement, shall have their seniority endtailed.

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

a) The employee with the least seniority within their designated Work Group Category shall be laid off first; and

b) If the layoff results in a Category 2 employee being laid off who has Category 1 seniority said employee shall have the option of being laid off or bumping a Category 1 employee who has less seniority. Should the Category 2 employee bump into Category 1 said employee's seniority shall be dovetailed.

c) If a position is eliminated or reduced, the least senior bargaining unit employee in that position shall be subject to layoff notice. The aforementioned employee shall have the right to bump a less senior employee within the employee's department, provided the bumping employee is qualified to fill the position. The bumped employee may in turn bump and the process continues. Employees' affected by layoff or bumping shall have ten (10) working days to indicate their decision to bump.

d) "Qualified" shall mean possession of knowledge, skills, experience, and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses/certification, cards, and such as required in the job description for a new hire.

e) An employee who is bumping to a position different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping right his/her seniority and qualifications allow.

f) The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. Should the Employer displace the employee because of unsatisfactory performance as stated in this section, then that employee shall refer to section e). An employee who was bumped shall be returned to his/her formerly held position should the position become open due to unsatisfactory performance by the bumping employee.

g) "Affected" shall refer to an employee whose position has been eliminated, has opted to bump, has been bumped, or laid-off. "Upward" shall mean to a position that is a pay range higher than the position the employee currently holds but not higher than the position the employee held prior to being affected. "Laterally" Shall mean a position with a pay range that is equal to the pay range of the employee's current position.

h) Should the Employer decide to restore position(s), employees that have been affected shall be provided the opportunity by seniority to move into the restored position(s), provided the employee is qualified for the position. Positions that become open due to employees' moving to a restored position shall be offered to employees by seniority that have been affected, provided the employee is qualified for the position. The

aforementioned filling of positions shall be referred to as "reverse recall". Affected employees may only reverse recall to the highest position the employee held prior to being affected and may only reverse recall to a lateral or upward position. An employee exercising his/her reverse recall rights shall adhere to section 9.4.3 d, e, f, h.

i) This section does not apply to new positions; or open positions that have not been affected by the elimination of a position.

j) An employed employee wishing to exercise his/her reverse recall rights shall have five (5) working days from the date of written notification by the Employer of the open position to declare his/her decision to the Employer. For laid-off employees, the Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list

k) Employees that suffer a loss of hours due to the Employer reducing the positions hours are provided all of the rights and benefits as provided for in this Article.

l) For vacancies not subject to reverse recall -If and when a recall takes place the most senior employee laid off, within the specific Work Group Category shall be the first employee recalled; and

m) When employees have the same seniority date, ties shall be decided by the employees' continuous length of service in the Work Group. Should there still be a tie it shall be decided by the employees' continuous length of service in the Department. Should there still be a tie it shall be decided by the employees' continuous length of service with the Employer. Should there still be a tie, the tie shall be broken by a coin flip of the Director, witnessed by the Union and the affected employees.

n) The employees right of recall shall expire after eighteen (18) months; and

o) While on layoff status it shall be the responsibility of the employee to keep the Employer appraised of his or her current mailing address; and

p) An employee who is laid off shall not suffer a loss of seniority during the term of the layoff.

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

r) An employee bumping into a work group shall maintain the same step as before the move, but move to the pay grade of the position they are bumping into.

s) Disagreements that arise from the Employer's decisions in this provision shall be addressed through the grievance procedure.

9.4.4 For layoff purposes, the Work Group Category shall be as follows:

a) **Budget/Fiscal Services Department**
Category 2

Fiscal Supervisor

Accountant
Budget Analyst
Accounting Specialist Lead
Administrative Assistant

Category 1
Accounting Technician Senior
Accounting Technician

b) **Facilities – Includes S.W. Washington Fair**
Category 2
Electrician
NC Electrician
Maintenance Tech 2
Maintenance Tech 1
Project Coordinator

Category 1
Custodian
PBX/Reception
Mailroom

c) **Environmental Health Division**
All in same category

d) **Public Works**
All in same category

e) **Planners**
Category 2
Planner

Category 1
Assistant Planner

f) Information Technology – This department shall have four (4) categories. A person being laid-off in a category can only bump a less senior person in a lower category within the same classification. However, a person being laid-off can bump into any classification in Category I provided the bumping employee has more seniority. The categories shall be as follows:

Category IV
ITS IV Network
ITS IV Developer
ITS IV Technician
Application Specialist 2

Category III
ITS III Network
ITS III Developer
ITS III Technician

Category II
ITS II Network
ITS II Developer
ITS II Technician

Category I
ITS I Network
ITS I Developer
ITS I Technician

10 EMPLOYEE DISCIPLINE

10.1 Just Cause

10.1.1 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."

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

10.2 Types of Discipline

10.2.1 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:

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 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.

10.2.6 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.

10.3 Investigations

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

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

10.3.6 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.

10.3.7 No employee shall be required to take or be subjected to polygraph testing as a condition of continued employment.

10.3.8 Except as required by state or federal law, no employee shall be required to take or be subjected to random drug or alcohol testing as a condition of continued employment.

10.4 Appeals of Discipline

10.4.1 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.

10.4.2 In the event that a written warning or other discipline (other than an oral warning), an employee may not appeal to Step 3 of the grievance procedure. If the discipline 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.

11 GRIEVANCE PROCEDURE

11.1 Purpose and Scope

11.1.1 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.

11.2 Time Limits

11.2.1 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.

11.3 Processing Steps

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

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

11.3.3 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 Board of County Commissioners or designee's decision, give written notice to the Employer of its intent to submit the grievance to arbitration.

11.4 Arbitration

11.4.1 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.

11.4.2 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.

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

11.4.4 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.

11.4.5 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 the arbitrator's jurisdiction.

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

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

12 SEVERABILITY

12.1 Repealer in Conflict with Law

12.1.1 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.

12.2 Successor Provision

12.2.1 In the event the Employer relinquishes control, in whole or in part, of the operation and/or ownership of the Southwest Washington Fairgrounds by consolidation, merger, contract, lease or otherwise, or in any way expands its operation or operations relative to the operation of the Fairgrounds, this agreement shall be applicable to such transfer, expansion or lease arrangement. This agreement shall be binding upon the parties hereto, their successors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over the sale, transfer, lease, or assignment, such operation shall continue to be subject to the terms and conditions of this agreement for the life hereof. It is understood by this paragraph that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc. of this agreement. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferee, or leaser executes the transaction as herein described.

12.2.2 When the purchaser, transferee or lessee signs this agreement or otherwise assumes its provisions, the Employer shall have no further liability to the Union not to the employees by reason of this section.

13 DURATION OF AGREEMENT

13.1 This Agreement shall be effective January 1, 2012 and shall remain in full force and effect until the 31st day of December, 2012.

13.2 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 proposal to be submitted no later than August 31 of the last year of this Agreement; Employer's proposal to be presented no later than September 15 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.

Signed this 18 day of June ___, 2012.

TEAMSTERS UNION LOCAL NO. 252
Lewis County, Washington

Darren L. O'Neil, Secretary/Treasurer

Russ Walpole, Business Agent

BOARD OF COUNTY COMMISSIONERS

F. Lee Grose, Chairman

P.W. Schulte, Commissioner

Ron Averill, Commissioners

Attest:

Clerk of the Board

14 APPENDIX A – Classifications and Salary Schedule

14.1 Classifications and Salary Grades.

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

BUDGET AND FISCAL DEPARTMENT	SALARY GRADES EFFECTIVE 01/01/12
Accounting Technician	14
Accounting Technician Senior	15
Administrative Assistant	16
Accounting Specialist Lead	17
Budget Analyst	19
Accountant	20
Fiscal Service Supervisor	21

FACILITIES DEPARTMENT	SALARY GRADES EFFECTIVE 01/01/12
Custodian	11
Office Assistant	14
Office Assistant Sr. Maintenance Technician	15
Maintenance Technician Senior	18
Facilities Project Coordinator Electrician (Non cert)	19
Electrician	20

PUBLIC WORKS DEPARTMENT	SALARY GRADES EFFECTIVE 01/01/12
Office Assistant	14
Litter Control technician	15
Office Assistant Sr.	15

PUBLIC HEALTH & SOCIAL SERVICES DEPARTMENT	SALARY GRADES EFFECTIVE 01/01/12
Lab Technician	16
Environmental Health Specialist I	19
Environmental Health Specialist II Code Compliance Specialist	21
Environmental Services Supervisor Senior Environmental Health Specialist	23

COMMUNITY DEVELOPMENT	SALARY GRADES EFFECTIVE 01/01/12
Assistant Planner	18
Planner	21

Information Technology	SALARY GRADES EFFECTIVE 01/01/12
Information Technology Specialist I	17
Information Technology Specialist II	20
Information Technology Specialist III	23
Information technology Specialist IV	26

14.2 Salary Schedule

14.2.1 The below listed salary schedule shall become effective January 1, 2012. The 2012 salary schedule represents a zero (0%) increase over the 2011 Salary Schedule.

LEWIS COUNTY SALARY GRID 2011

STEPS

-	-	A	B	C	D	E	F	G	H	I	J	K	L	M
11	Annual	27,900	28,596	29,316	30,048	30,792	31,572	32,352	33,156	33,996	34,836	35,712	36,612	37,512
	Monthly	**2,325**	**2,383**	**2,443**	**2,504**	**2,566**	**2,631**	**2,696**	**2,763**	**2,833**	**2,903**	**2,976**	**3,051**	**3,126**
	Hourly	13.41	13.75	14.09	14.45	14.80	15.18	15.55	15.94	16.34	16.75	17.17	17.60	18.03
12	Annual	29,292	30,024	30,768	31,548	32,340	33,144	33,972	34,824	35,688	36,588	37,500	38,436	39,396
	Monthly	**2,441**	**2,502**	**2,564**	**2,629**	**2,695**	**2,762**	**2,831**	**2,902**	**2,974**	**3,049**	**3,125**	**3,203**	**3,283**
	Hourly	14.08	14.43	14.79	15.17	15.55	15.93	16.33	16.74	17.16	17.59	18.03	18.48	18.94
13	Annual	30,756	31,536	32,316	33,120	33,948	34,800	35,664	36,564	37,476	38,412	39,372	40,356	41,376
	Monthly	**2,563**	**2,628**	**2,693**	**2,760**	**2,829**	**2,900**	**2,972**	**3,047**	**3,123**	**3,201**	**3,281**	**3,363**	**3,448**
	Hourly	14.79	15.16	15.54	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89
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	**2,825**	**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	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
17	Annual	37,380	38,328	39,276	40,260	41,268	42,300	43,356	44,448	45,552	46,692	47,856	49,056	50,280

	Monthly	**3,115**	**3,194**	**3,273**	**3,355**	**3,439**	**3,525**	**3,613**	**3,704**	**3,796**	**3,891**	**3,988**	**4,088**	**4,190**
	Hourly	17.97	18.43	18.88	19.36	19.84	20.34	20.84	21.37	21.90	22.45	23.01	23.59	24.17
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
23	Annual	50,100	51,360	52,632	53,952	55,296	56,688	58,104	59,556	61,044	62,568	64,140	65,736	67,380
	Monthly	**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**
	Hourly	24.09	24.69	25.30	25.94	26.59	27.25	27.94	28.63	29.35	30.08	30.84	31.60	32.39
24	Annual	52,608	53,916	55,260	56,652	58,068	59,520	61,008	62,532	64,104	65,688	67,344	69,024	70,752
	Monthly	**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**
	Hourly	25.29	25.92	26.57	27.24	27.92	28.62	29.33	30.06	30.82	31.58	32.38	33.19	34.02
25	Annual	55,236	56,628	58,032	59,484	60,972	62,496	64,056	65,652	67,296	68,988	70,716	72,468	74,280
	Monthly	**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**
	Hourly	26.56	27.23	27.90	28.60	29.31	30.05	30.80	31.56	32.35	33.17	34.00	34.84	35.71
26	Annual	57,996	59,448	60,936	62,460	64,020	65,616	67,260	68,952	70,656	72,432	74,244	76,092	78,000
	Monthly	**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**
	Hourly	27.88	28.58	29.30	30.03	30.78	31.55	32.34	33.15	33.97	34.82	35.69	36.58	37.50

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

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

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

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

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

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

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

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

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

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

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

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

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

15 APPENDIX B - Seniority Dates

15.1 Seniority List

15.1.1 The below listed seniority lists are intended to be reflective of the employees employed with the Employer at the time of ratification of this Agreement and is not intended to be all inclusive.

Facilities (Courthouse & Fair)

Employee	Classification	Seniority Dates	Benefit Accrual Date
Bonnie Wangen	Office Assistant	02/03/75	
Richard Hanson	Events Technician I	05/12/97	
Diana Sherwood	Custodian	02/01/01	
James E. Winchell	Maintenance Technician	05/01/88	
Keith Scharber	Electrician	04/09/91	
Jerry Bland	Electrician (non-certified)	06/03/91	
Gary Smith	Maintenance Technician Sr.	05/04/92	
Paul Anderson	Maintenance Technician Sr.	07/12/93	
Don Driscoll	Maintenance Technician	09/01/98	
Richard Brooks	Maintenance Technician Sr.	02/11/02	

Frank Schiminesky	Maintenance Technician	02/10/03	
Melvin Coon	Maintenance Technician	11/13/07	
Anna Ong Chen	Custodian	06/01/05	
Zhong Lui Suwang	Custodian	09/06/05	
David Alvord	Custodian	08/07/06	
Peter Atem	Custodian	08/20/07	

Budget/Fiscal

Employee	Classification	Seniority Date	Benefit Accrual Date
Laura Miller	Accounting Specialist Lead	02/14/00	05/01/95
Suzanne Buckley	Accounting Technician	07/01/02	09/13/93
Karen Soukkala	Accounting Specialist Lead	02/11/02	
Lara Seiler	Accountant	07/27/02	
Debbie Nygaard	Accounting Technician	01/03/05	
Becky Sisson	Budget Analyst	08/01/05	
Teresa Wollan	Accounting Specialist Lead	08/21/06	
Kay Perez	Accounting Technician	03/20/12	

Information Technology

Employee	Classification	Seniority Date	Benefit Accrual Date
Jeff Pinkerton	IT Specialist II	07/03/89	
Darol C. Hamilton	IT Specialist IV	11/04/96	
Kevin Reetz	IT Specialist II	07/15/99	
Dirk Haney	IT Specialist IV	05/12/03	
Mathew Jaeger	IT Specialist III	07/25/06	
Gabe Anzelini	IT Specialist IV	08/13/07	
Mathew Trent	IT Specialist IV	06/10/08	
Jeremy Mannikko	IT Specialist III	06/23/08	
Evan Calkins	IT Specialist III	06/10/08	
Mitch guthrie	IT Specialist III	01/01/10	
Jared Stewart	IT Specialist II	01/16/12	

Mail Services

Employee	Classification	Seniority Date	Benefit Accrual Date
Kathy MacKenzie	Mailroom Clerk	12/01/00	

Community Development

Employee	Classification	Seniority Date	Benefit Accrual Date
Jerry Basler	Associate Planner	12/14/10	

Environmental Health Services

Employee	Employment Classification	Seniority Date	Benefit Accrual Date
Michael Hamling	Senior Envir. Health Specialist	10/19/92	
Susan Kennedy	Senior Envir. Health Specialist	01/01/96	
Meredith Jones	EHS Sr.	04/14/03	
Vickie Metsker	Lab Technician	12/22/03	
John McFadden	EHS II	10/12/06	
Bill Teitzel	Envir. Services Supervisor	04/27/07	
Smokey Padgett	Code Compliance specialist	01/02/08	

Secretarial (Public Works)

Employee	Classification	Seniority Date	Benefit Accrual Date
Linda Ray	Office Assistant Sr.	11/20/01	
Lanette Scapillato	Office Assistant	02/01/07	

Litter Control

Employee	Classification	Seniority Date	Benefit Accrual Date
Brett Graham	Litter Control Technician	11/13/07	

15.2 Seniority Date

15.2.1 The employee's seniority date is intended to represent the employee's date of hire in the duty sections listed above. This date is the primary date utilized for all applications under this agreement unless such employee possesses a different benefit accrual date.

15.3 Benefit Accrual Date

15.3.1 The benefit accrual date represents an original date of hire with another County department. This date permits an employee, who has prior service with another County department to maintain benefit accrual levels provided that such employment had been continuous with the County. This date cannot be utilized for seniority bidding purposes for such things as layoff purposes, vacation bidding, etc.

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 Combined Group
Date: June 18, 2012

Summary:

The Teamster 252, representing the Combined Group (Central Services, Community Development, Health, Fiscal, & Public Works) is being presented for approval by the BOCC. The contract will be a one year agreement dating from 01/01/2012 to 12/31/2012.

The Employer Health and Welfare financial contributions will changes from $839.03 to a maximum of $865.88, effective 7/1/2012.

There is no COLA for the year and Step increases are provided. A "me too" provision has been added in the event non-represented employee get a COLA for the 2012 year.

Other issues that were addressed during negotiation were:

- Boot allowance for specified employees.
- Accepted the payroll language for the new payroll system.

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 09-16-08)

RESOLUTION #: 12- 211 **BOCC MEETING DATE:** June 18, 2012

SUGGESTED WORDING FOR AGENDA ITEM: **Notice** **X Consent** **Hearing**

Approving the Collective bargaining agreement between Teamsters 252 representing the Combined group.

BRIEF REASON FOR BOCC ACTION:

Contract negotiation have been completed between the union, employees, and the county.

SUBMITTED BY: Archie Smith **PHONE:** x 2747 **DATE SUBMITTED: June 14, 2012**

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: Archie Smith

TYPE OF ACTION NEEDED:

X 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:** Notice emailed to Clerk X Not applicable

Hearing Date: _____ (Must be at least 10 days after 1st publication date)
Publish Date(s): _____ (2 weeks for routine budget, property disposal/ auction or vacations) (3 weeks for property lease)

Publications(s): EAST COUNTY JOURNAL CHRONICLE OTHER _____

ALL AGENDA ITEMS:
Department Director/Head: _____
Prosecuting Attorney _____

HR Policy/Personnel Items
HR Administrator _____

Accounting/Budget & Payroll Items
Budget/Fiscal Director: _____
Chief Accountant: _____

Banking or Revenue Items
Treasurer: _____

Fund: _____
Department: _____
Total Amount: $ _____

APPROVALS MUST BE OBTAINED BEFORE SUBMITTING ITEM TO BOCC

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____
(address of recipient) _____
File originals: BOCC mtg folder
File copy: Hearing/Bid Folder

Additional Copies:
_____ _____
_____ _____
_____ _____