BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS UNION REPRESENTING E911/COMMUNICATIONS FOR 2013 & 14) RESOLUTION NO. 13-510

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Teamsters 252, representing the E911/Communication group; and

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

BE IT HEREBY RESOLVED that the E911 Collective Bargaining Agreement is HEREBY approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 28th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

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

P.W. SCHULTE, Chairman

Civil Deputy, Prosecuting Attorney's Office

F. LEE GROSE, Member

ATTEST:

Clerk of the Board, Karri Muir

Edna J. Fund, 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.

Employer Name	Labor Organization (Union) Name
Lewis County Communications	Teamsters Union Local 252
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: 01/01/2013 to: 12/31/2014

☐ New Account ☒ Renewal — Account No. 126279 Approximate No. of Covered Employees 10

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 ☐ Z	$1173.35
Life/AD&D	☒ A - $30,000 Employee/$3,000 Dependent ☐ B - $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$ 8.60
Weekly Time Loss	☐ E - $500 ☒ A - $400 ☐ B - $300 ☒ C-$200 ☐ D-$100	$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	$87.50
Domestic Partners	☐ Domestic Partners – Dental	$
Vision Plan	☒ EXT	$14.90
Domestic Partners	☐ Domestic Partners – Vision	$

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

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

Contributions above are effective (month, year) January *, 20* 13 *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 Chair Date 10/28/13 Title Executive Assistant Date 10/25/2013

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 UNION LOCAL #252

AND

LEWIS COUNTY
(Communications)

January 1, 2013 – December 31, 2014

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1. INTRODUCTION

1.1. Preamble

1.1.1. This agreement is by and between the LEWIS COUNTY COMMUNICATIONS DEPARTMENT, acting by and through the Board of County Commissioners of Lewis County, hereinafter referred to as the "EMPLOYER" and TEAMSTERS UNION, LOCAL NO. 252, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "UNION".

1.2. Purpose

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

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for all Telecommunicators of Lewis County Communications, excluding the Director, Manager, Administrative Secretary, Systems Administrator, and temporary employees.

2.2. Employee Definitions

2.2.1. Probationary Employee: An employee shall be considered a probationary employee during the first twelve (12) months of employment. During this probationary period, the employee may be discharged or disciplined without recourse to the grievance procedure.

2.2.2. Full-Time Employee: A full-time employee is an employee regularly scheduled to work an average of one hundred seventy-three and three tenths (173.3) hours per month. Full-time employees receive all benefits herein.

2.2.3. Part-Time Employee: A part-time employee is an employee regularly scheduled to work less than one hundred seventy-three and three tenths (173.3) hours per month . Except where expressly restricted or provided to the contrary, part-time employees shall accrue or earn benefits in an amount which is that fractional part of the benefit that the regularly scheduled number of hours of employment bear to the total number of hours of a full-time employee (173.3 hours per month).

2.2.4. Temporary Employee: A temporary employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or an employee who fills a vacancy caused by an employee absence of a duration of less that four (4) months. Temporary employees shall not be in the bargaining unit or be subject to the provisions of this agreement.

3. UNION SECURITY

3.1. Membership Requirement

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

3.1.2. Notwithstanding Section 3.1.1., the Employer and the Union agree that each must safeguard the right of employees to not join the 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.

3.1.3. 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 therefrom caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

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

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

3.3.2. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which employee earned a wage.

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

4. MANAGEMENT RIGHTS

4.1. Customary Functions

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

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

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

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

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

e) to evaluate employees' performances;

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

g) to set the standards of productivity, the services 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.

4.1.2. Non-Waiver: The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.2. Employer Options

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

4.3. Performance Standards

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

5. EMPLOYMENT POLICIES

5.1. No-Strike Clause

5.1.1. 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.

5.1.2. The Union and the employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position, or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment for the purpose of inducing, influencing or coercing a change in his or her conditions of compensation, or rights, privileges, conditions or obligations of employment of themselves, fellow employees, or other employee groups.

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

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

5.1.5. 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.

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

5.2. Meal & Rest Periods

5.2.1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall be on the Employer's time when 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.

5.2.2. No employee shall be required to work more than five (5) consecutive hours without a meal period.

5.2.3. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime period.

5.2.4. Employees shall be allowed a rest period of not less than fifteen minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. Rest breaks must be taken within the county courthouse and/or the Law and Justice building.

5.2.5. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten (10) minutes for each four (4) hours worked, scheduled rest periods are not required.

5.3. Jury Duty

5.3.1. An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received by the employee by the court for performing such service shall promptly be refunded to the Department and all employees are required to seek such compensation and mileage from the court. In the event an employee has used the employee's personal privately-owned vehicle for jury service outside Lewis County, such employee shall be allowed to retain the mileage compensation portion paid from the court.

5.4. Military Leave

5.4.1. An 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) days during each calendar year. 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 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.

5.5. Staff Meetings

5.5.1. The Employer shall be permitted to call mandatory attendance staff meetings. These meetings may consist of all or only a portion of the staff, dependent upon job position classification. An employee shall be compensated for all time in mandatory attendance with a minimum of two (2) hours at his or her applicable rate of pay.

5.5.2. The two (2) hour minimum shall not apply when such meetings take place during the employee's regular shift hours or when the meeting is contiguous and without a break in service to the employee's shift hours. Except in cases of emergency or other circumstances warranting shorter notification, seven (7) calendar days prior notification of meeting time and dates shall be provided to the employees.

5.6. Training

5.6.1. The Director is permitted to conduct, or direct the attendance of an employee, and each employee shall attend, any and all school and training sessions as mandated by the Employer. 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 provided such training takes place outside of Lewis County.

5.6.2. All mandatory training, as required by the Employer or mandated by State Law, shall be considered working time and shall result in compensation at the employee's applicable rate of pay for actual class time.

5.6.3. Employees who report to work directly to an alternative work site within Lewis County will be paid for only actual hours of work and not transit to and from the alternate work site nor shall such employees be compensated for lunch provided that an employee's lunch period can be taken without restrictions.

5.6.4. 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.

5.6.5. In the event that an employee is released by the Director or designee from the entirety of the employee's regularly scheduled shift so as to facilitate the employee's travel to the training location, compensation for such Shift adjustment to allow for travel shall be equivalent to compensation for the entire shift from which the employee was released, and the employee shall be compensated accordingly.

5.6.6. An employee may be directed by the Director or designee to undergo a psychological evaluation to identify a mental disorder or impairment provided that the Employer can show that such examination is job-related and consistent with business necessity. Additionally, "job related and consistent with business necessity" must involve one of the following circumstances:

a) When an employee is having difficulty performing his or her job effectively.

b) When an employee becomes disabled on the job or wishes to return to work after suffering an illness or injury.

c) If an employee requests an accommodation.

d) If medical examination, screening and monitoring is required by other laws.

5.6.7. The Employer shall be given a copy of the psychologist's report provided, however, the patient/doctor confidential relationship shall be otherwise maintained. The Employer shall select the evaluator and pay for the cost of such evaluation and/or counseling. Time in attendance at the Employer mandated evaluations or counseling shall be considered compensable time payable at the employee's applicable rate of pay.

5.6.8. An employee may be requested by the Director or designee to attend a Critical Incident debriefing. If the employee honors such request and attends, all time in attendance shall be compensated at the employee's applicable rate. In the event that the employee declines to attend, the employer shall not compel such attendance. It shall not be compensable time when an employee, without direction of the Director or designee, attends any Critical Incident Stress debriefing.

5.7. Liability Insurance Coverage

5.7.1. Upon inquiry, an employee shall be provided with the Employer's liability insurance carrier's name and amount of coverage, or the fact and extent of self-insured status.

5.7.2. Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in an action filed against an individual employee for job related civil actions, and where the Employer has undertaken or should have undertaken representation, the Employer shall assume full responsibility for any monetary damage made by the court.

5.8. Hearing Examinations

5.8.1. The Employer shall provide, at Employer expense, hearing monitoring and testing once a year for all dispatchers, to be held in June or July. The Employer shall communicate with each employee in order to attempt to have appointments scheduled at a time convenient to each individual employee. Copies of results shall be provided to the employee and a copy shall be placed in the employee's personnel file. Each employee shall attend such examination and such time in attendance shall be deemed compensable working time.

5.8.2. An employee who develops a medical problem associated with the use of standard-issued ear phones shall notify the Employer in writing of the alleged problem. The Employer may request the employee to be examined by a physician and /or specialist of the Employer's choice. Should the results of the examination indicate that a custom fitted ear piece will alleviate the medical problem, the Employer shall authorize the employee to be fitted with a custom-made ear piece. The cost of the ear piece shall then be paid for by the Employer.

5.9. Labor Management Meetings

5.9.1. Labor/management meetings shall be held as needed upon the mutual agreement of the Employer 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 provision negotiations procedure, or to air individual employee concerns.

5.9.2. 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 instant contract.

5.10. Vacation Transfer

5.10.1. Any employee with more than one (1) year of completed service in an established and budgeted position may transfer a portion of his/her accrued annual leave to another regular full-time or part-time employee with more than one (1) year of completed service in an established and budgeted position. This transfer is contingent upon approval by the department head for both the employee authorizing and the employee receiving the transfer. The transfer is further restricted for the purposes of catastrophic or extended illness of the employee or the employee's immediate family as defined in sub-section 5.10.5 below. To effect the transfer, when different funds are involved, cash will be transferred from the fund of the donating employee to the fund of the recipient employee.

5.10.2. No employee may transfer annual leave time to another if such transfer would leave the transferring employee less than forty (40) hours of credited annual leave. No employee may receive more than two hundred forty (240) hours of transferred annual leave for any one catastrophic illness or in any calendar year, whichever is longer.

5.10.3. The employee transferring the annual leave time shall authorize the transfer in writing. Copies of the written authorization shall be provided to the receiving employee's department head and the auditor's office for payroll purposes. This voluntary transfer of leave time, once authorized, is not revocable by the transferring employee, provided that should the receiving employee not need to use the transferred annual leave time due to death, illness recovery, separation from county employment, that transferred leave time shall revert back to the transferring employee. Annual leave time transferred by qualifying employees shall be transferred in increments equal to the total number of hours in the workday of the employee transferring the leave time. The hours transferred shall be converted to dollars at the hourly rate of pay for the transferring employee. Once transferred, they shall be reconverted to hours based on the receiving employee's hourly rate of pay.

5.10.4. The transfer of annual leave time shall be available only if the receiving employee is suffering from an injury, illness or disability preventing the employee's return to work and only to the extent that such leave is in excess of the receiving employee's accumulated annual leave time., sick leave time, compensatory leave time or leave with pay to which that employee is entitled.

5.10.5 Transfer of leave time may also be used for any employee whose immediate family member: i.e., spouse or child, suffers from an catastrophic injury, illness or disability preventing the employee's return to work and that employee has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, and other leave with pay to which that employee is entitled. In the event of death of such family member, the transferred leave time may be used during a period of bereavement not exceeding fourteen (14) calendar days from the death.

5.10.6 Transferred annual leave hours must be used within ninety (90) calendar days following the date of transfer. Any and all transferred annual leave hours are expressly excluded from termination annual leave pay-off provisions.

5.11. Family & Medical Leave Act

5.11.1. Eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution 10-256 as amended on October 11, 2010. .

5.11.2. An eligible employee is entitled to take up to twelve (12) workweeks of unpaid or paid FMLA leave in each twelve (12) month period for the following reasons:

a) For a serious health condition that makes an employee unable to perform his or her job (medical leave); or

b) To care for a seriously ill child, spouse, or parent (family leave); or

c) For childbirth or to care for a newborn child up to age one (childbirth leave and newborn care leave); or

d) For the placement of a child with an employee for adoption or foster care (adoption leave and foster placement leave)

5.11.3. In the event that the provisions of County Resolution 10-256and its October 11, 2010 amendment are in benefit level conflict with Family and Medical Leave Act, and its subsequent amendments, the Family and Medical Leave Act required provisions shall prevail and shall supersede.

5.12. Personnel Files

5.12.1. The Employer's personnel office shall be the official repository for the official personnel file and medical records file for each employee 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.

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

5.12.3. An employee may provide rebutting written information to be included in his or her personnel file if the file content, or any portion thereof, is believed by the employee to be incorrect and the Director and/or designee refuses to authorize the removal of such information.

5.12.4 No information, documents or material will be placed in an employee's personnel file except: (1) by written notification to the employee, or (2) with the employee's knowledge by providing a copy to the employee. Only the Director or designee shall be empowered to place information, documents or material in an employee's personnel file.

5.13. Union Meetings

5.13.1. Unless authorized in advance by the Director or designee, no Union membership meetings, except with respect to implementation of the grievance procedure, shall be conducted at the Employer's Communications Center premises. This provision shall not preclude Union representative access to an employee provided such access does not interrupt the conduct of the communications center or the conduct of the employee's duties.

5.14. Leave of Absence

5.14.1. The Employer at the Employer's sole discretion may grant a leave of absence upon written request from an employee. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational leave. Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

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

5.14.3. 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 her or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive form the Employer his or her normal pay. The employee shall provide the Employer with a copy of orders prior to reporting for duty. Any additional leave will be considered under applicable federal law.

5.14.4. 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 the leave provisions of the County Resolution or the Family and Medical Act, whichever provides the employee the greater benefit.

5.15. Sub Contracting

5.15.1. Severance Package: In the event the Employer sub-contracts out bargaining unit work 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

6. EMPLOYMENT COMPENSATION

6.1. Employee Classifications & Salaries

6.1.1. Employee classifications and salary schedule is attached to this Agreement as Appendix A. Any subsequent modified salary schedule shall also be attached as an appendix.

6.2. Pay Period

6.2.1. The pay day for all work performed in the previous calendar month shall be the fifth day of the following month, but if the fifth falls on a non-work day, i.e. Saturday, Sunday or "Courthouse holiday", the payday shall be the first workday preceding the fifth. Earned overtime shall be paid at the pay date following the month in which such overtime was earned.

6.2.2. At the sole discretion of the Employer, as manifested by County Commissioner resolution, and upon sixty (60) days advance written notice to the Union and the employees in the bargaining unit, an alternate payday may be selected and utilized. Once such alternate payday is established by the Commissioners, it shall remain the payday for the balance of this Agreement. Such alternate payday for all work performed in a calendar month shall be the last courthouse working day of the calendar month. Earned overtime and premium pay (holiday, working out of class, etc.), if any, shall be subject to calculation from the 21st of one month to the 20th of the following month, with payment at the pay date next following the period in which such overtime was earned.

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

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

7. COMPENSABLE HOURS

7.1. Hours of Work

7.1.1. Shift hours for a full-time employee, the regular work week shall consist of four (4) ten (10) hour days with three (3) consecutive days off, however, for non-supervisory employees, the Director or designee shall be permitted to designate a maximum of two (2) shifts, utilizing a workweek configuration of two (2) consecutive days off and the third (3rd) day off non-consecutive with the first two.

a) The work schedule and hours of work of part-time employees shall be subject to the sole discretion of the Director or designee. Shift hours shall be established at the sole discretion of the Director or designee, however, at the time the hours of work and work week schedule is established, such hours and work schedule are intended to be permanent for the duration of at least one (1) shift cycle (twelve months).

b) Supervisors' schedules need not be the same schedule as the line staff.

7.1.2. Shift Bidding: Non-rotating work shifts Line position staffing (Telecommunicators) shall be bid by seniority once per calendar year. Scheduled days off shall rotate every thirteen (13) weeks. Shift schedules shall be posted for bid by November 1 of each year. Consecutive days off may not apply during scheduled rotation of days off or during rebidding of the non-rotating shifts.

7.1.3. The Director reserves the right to direct the Supervisors to begin a sequentially non-bid shift rotation on a quarterly, semi-annually, or annual basis provided the Director's intent to implement such change is made, in writing, to the Supervisors a minimum of one (1) full quarter in advance of the effective date of change. Supervisor shifts shall be initially staffed by seniority bidding but will rotate sequentially on a quarterly basis thereafter without rebid. At the sole discretion of the Director, supervisor rotation can be less often than quarterly (i.e. semi-annually or annually). If the Director chooses to effect a change, written notice shall be provided to the Union. Any change will continue in effect for at least one (1) year period, after which the Director may return to a shorter duration or rotation.

7.1.4. Deviation of an individual employee's established hours of work of the designated work schedule may be made by mutual agreement between the Director and the employee, or pursuant to the Director's direction under "Operational Requirements" of 7.1.6.

7.1.5. The Director or designee shall retain the right to adjust an employee from his or her bid shift to accommodate operational requirements provided that a minimum of forty eight (48) hours notice, prior to the commencement of the adjusted start time, is actually provided to the employee either verbally or in some written form (including E-mail).

a) Forty eight (48) hours shall be defined as forty eight (48) hours prior to the commencement of the adjusted start time.

b) When notification is to be made, a reasonable expectation must exist that the employee will receive such notification within the minimum notification period set forth above otherwise the notification must be made verbally. In either case, the Director or designee shall provide to the employee the specific reason which necessitated the change at the time notification of such change is made. If verbal notification is given, the Director or designee shall generate an E-Mail message to the employee verifying the reason for the change.

c) An employee may agree to waive the notification period and the reasons for such change. Failure to provide forty eight (48) hour notification or the appropriate statement of reasons for the change, shall result in the payment to the affected employee the equivalent of one (1) workday at the employee's overtime rate of pay.

7.1.6. "Operational Requirements" shall include, without limitation, coverage for absence and/or personnel administration considerations. An employee shall be returned to his or her bid shift once the special operational requirements no longer exist. "Operational requirements" shall not include Employer scheduling errors or, the necessity of overtime to fill the vacant shifts.

a) An employee shall be provided a minimum of eight (8) hours off duty at any time an authorized modification is made to an employee's hours of work or work schedule. Whenever a change is made due to operational requirements, the employee shall be provided, in writing, the specific reason why the change is necessary.

7.1.7. An employee who volunteers to attend fairs or county wide "shows" as a representative of the Lewis County Communications Center shall not be entitled to any compensation and shall not be considered to be "on the clock."

7.2. Overtime

7.2.1. Compensable hours of work in excess of eight (8) hours or ten (10) hours per day, depending upon the employee's scheduled shift, or in excess of forty (40) hours per designated work week, shall be paid at the rate of time and one-half the employee's regular hourly rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 7.3.

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

b) The employee shall record all earned overtime on his or her appropriate payroll period time sheet and with an accurate, authorization form attached as backup. Overtime will not be paid until such documentation is received by the manager or designee.

7.2.2. The Employer, by mutual agreement with the employee, may adjust an employee's shift hours, in which case the applicable daily overtime threshold shall not apply.

7.2.3. All overtime shall be subject to approval of the Director or designee.

7.2.4. The employee shall record all earned overtime on his or her appropriate payroll period time sheet.

7.2.5. Overtime eligibility during the normal annual rotation period and regular scheduled day off rotation may be determined by forty (40) compensable hours in the designated work week. The designated work week shall be defined as Monday @ 0000 hrs through Sunday @ 2400 hrs.

7.2.6. An employee's regular hourly rate of pay for overtime calculation purposes shall comply with the Fair Labor Standards Act.

7.2.7. Overtime assignments, which become known to the Employer or designee at least twenty four (24) hours in advance, shall be made in accordance with the Employer's established overtime assignment policy. However, employees may only volunteer for a maximum of (10) hours of overtime. If after all employees have been offered the available overtime and overtime hours still exist then, employees with (10) hours may volunteer for the available overtime hours.

7.2.8. Mandated Overtime Policy: Listed below is the overtime policy relative to mandating employees to work overtime assignments when such vacancies have not been filled by employee volunteers. A mandated overtime assignment board shall be implemented following ratification of this agreement. The initial employee placement on this rotational board shall be determined by lot.

a) Known shift vacancies, which have been posted a minimum of seven (7) calendar days, and have not been filled by a volunteer, may be filled by the Director or designee through the mandated overtime assignment of an employee.

b) The employee on top of the list shall be mandated to work the available overtime assignment unless one of the below listed circumstances exist, in which case, the responsible person shall move to the next person on the list.

b1) If mandated overtime assignment would result in an employee working a "double back" shift. Such employee shall be entitled to a by: and/or

b2) If an employee has already worked more than thirty (30) hours of volunteer and/or mandated overtime in the calendar month. Such employee shall be entitled to a by; and/or

b3) If an employee is on his or her regular scheduled days off with such time off being consecutive to a pre-approved ten (10) hour scheduled time off regardless of whether the employee's regularly scheduled days off are at the beginning or at the end of the scheduled time off, e.g. vacation, comp time. Such employee shall be entitled to a by.

c) Once an eligible employee has worked a mandated overtime assignment such employee shall be rotated to the bottom of the mandated rotational list.

d) A contiguous work assignment, such as a "hold over" work mandate, does not constitute a "mandated" overtime assignment for purposes of this section.

7.2.9. The Director may designate one (1) employee to maintain shift schedules. Such employee shall be the only employee, other than the Director or designee, who shall be authorized to add, delete, or modify such schedule.

7.3. Compensatory Time

7.3.1. An employee may accrue compensatory time in lieu of receiving overtime wages. The Director or designee shall have discretionary authority to approve or deny the use of compensatory time. 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.

7.3.2. An employee shall not accumulate more than thirty (30) hours of compensatory time.

7.3.3. With the prior approval of Employer, an employee may convert all or part of accrued compensatory time to wages at his or her applicable rate of pay at the time of accrual. Request for cash out of accrued compensatory time shall be made in writing, specifying the amount to be cashed out, and submitted to the Director or designee on or before the 20th of the current payroll month.

7.3.4. Compensatory time off may be utilized in one (1) hour increments..

7.3.5. The Employer shall post, on a quarterly calendar year basis, the balance of each employee's accrued compensatory time.

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

7.3.7. The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of overtime wages or compensatory time off.

7.4. Call Time

7.4.1. Whenever an off duty employee is called back to work by the director or designated or authorized representative there will be a guarantee of two (2) hours compensable time from the time of reporting to the designated place of employment. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay. Call-in minimums shall not apply when the employee works additional time contiguous to his or her regular shift hours. An employee that is not provided two (2) hours notification of the cancellation of their mandatory attendance shall receive two (2) hours compensation at his or her applicable rate of pay.

7.5. Court Time

7.5.1. An employee having to attend, by reason of his or her official duties, any court proceeding or hearing while off duty will be paid a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay. Any additional time spent in any court or hearing will be paid at one and one-half times his or her regular hourly rate of pay; any part of an hour constituting one (1) full hour.

7.5.2. The two (2) hour minimum shall not apply to hours worked contiguous to the employee's regularly scheduled hours of work.

7.5.3. Any compensation received from the court or from private parties for civil cases, shall be refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the Director or designee. A copy of the subpoena or relevant court document shall be timely provided to the Director or designee."

8. EMPLOYEE BENEFITS

8.1. Health & Welfare Insurance

8.1.1. Medical, Dental, & Vision: Effective January 1, 201 based on December 2012 hours, the Employer shall enter into a subscribers agreement with the Washington Teamsters Welfare Trust for the purpose of providing medical, dental, and vision coverage for each employee who was compensated for eighty (80) hours or more in a preceding month for the duration of this Agreement. The required composite premium, as determined by the Trust from time to time, for each employee shall be paid to the administrative offices of Northwest Administrators by the tenth (10th) of each month.

Plan	Premium (Composite) As Of 01/01/2013
Medical - Plan A	$1.173.35
Life/AD&D Plan A	$8.60
Time Loss A	$16.00
9 Mo. Disability Waiver	$11.40
Dental - Plan "B"	$87.50
Vision - Extended	$14.90

8.1.2. Effective January 1, 2013, the employer will contribute toward the insurance premiums described in section 8.1.1. a total of eight hundred sixty-five dollars and eighty-eight cents$865.88). Effective July 1, 2013, the Employer will contribute toward the insurance premiums described in section 8.1.1, a total of nine hundred dollars ($900.00). Each employee shall be compensated for months the additional Employer compensation was not paid retro to July 1, 2013. Effective January 1, 2014, the employer will contribute toward the insurance premiums described in section 8.1.1. a total of nine hundred fifty dollars ($950.00).

8.1.3. Monthly premiums required by the Trust to fund the medical plan, including optional coverage, in excess of the Employer's maximum contribution shall be paid by each eligible employee by means of monthly payroll deduction. The Employer is responsible for one hundred percent (100%) of the dental and vision coverage as described in 8.1.1. and 8.1.2.

8.1.4. Maintenance of Benefits: 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. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, the employee shall pay such increases as determined by the Trustees.

8.1.5. Payments: Payments required under any of the foregoing provisions shall be made on or before the tenth (10^{th}) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

8.1.6. 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. If delinquent, the employer may be notified by the Union and, thereafter shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

8.1.7. Influenza Immunization: If the County determines for any reason that they are unable to provide employees influenza immunization free of charge then the employee may seek an influenza immunization from a 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.

8.2. Vacation

8.2.1. An employee shall accrue vacation in accordance with the following schedule. 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 and shall be credited to the employees account for use in the month following the month in which the benefit is earned.

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

8.2.2. An employee may schedule vacation time provided the time scheduled will be accrued prior to the commencement of an employee's scheduled vacation.

8.2.3. For the purpose of this Vacation article, employees shall be credited only for prior service with this Department with the exception of those employees listed on Vacation Prior Service Appendix attached hereto, which service status is "grandfathered" into this Agreement.

8.2.4. Vacation may be utilized and charged in units of one-half (1/2) hour.

8.2.5. In the event that an employee is required to attend court under the provisions of Section 7.5, COURT TIME, and is on vacation at the time, the employee, in addition to pay in accordance with such section, shall not be charged a vacation day (eight (8) hours or ten (10) hours, whichever is applicable) for the day during which court attendance occurs.

8.2.6. An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Director or designee not later than January 15th of the vacation year. The Employer shall approve, reject, or ask for rescheduling not later than March 1 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.

8.2.7. Seniority shall be utilized in the approval of vacations on those requests submitted prior to January 15th of each calendar year. Vacations selected by seniority during the early bid shall be limited to a maximum of two (2) weeks on the first round. Additional vacation time may be bid which exceeds the previously bid two (2) weeks after the bidding cycle has gone through one (1) cycle. All subsequent vacation selections shall be on a first submittal basis. All vacation requests are subject to the approval of the Employer.

8.2.8. Once scheduled, an employee's vacation leave block of time shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or payment of overtime to fill the vacant shifts.

8.2.9. The Employer may elect to call in an employee while the employee is on vacation leave. If an employee is called back into service while on a day of vacation leave status, such employee shall:

a) not be debited vacation for all hours worked during that day;

b) afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and

c) be paid double the employee's usual rate of pay for all hours worked during such day, inclusive of any overtime premium payment.

8.2.10. If the vacation day falls within a shift rotation which is within the designated work week and the employee exceeds forty (40) hours of work during such week, then the employee shall:

a) not be debited vacation for all hours worked during that day;
b) afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and

c) be paid two and one-half the employee's usual rate of pay for all hours worked during such day, inclusive of any overtime premium payment.

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

8.2.12. An employee who separates from employment shall be paid for a prorated portion of accrued days. Annual leave may be accrued to a maximum of three hundred twenty (320) hours, subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, or is laid off shall be paid by the Employer at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is separated from service within the first six (6) months of employment, no accrued annual leave shall be payable.

8.2.13. Upon approval of the Director or designee, an employee may request 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 or designee 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 straight time rate of pay.

8.3. Sick Leave

8.3.1. With each month of completed continuous employment with the 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 one thousand three hundred twenty hours (1320) hours.

8.3.2. Part-time employees shall accrue sick leave in an amount which is that fractional part of the sick leave that the regularly scheduled number of hours of employment bear to the total number of hours of a full-time employee (173.3 per month). Part-time employees may use accrued sick leave only against absence occurring during the regularly scheduled work hours.

8.3.3. 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, mother-in-law, father-in-law, sister & brother-in-law, or grandchild, and any person who is a non-pecuniary resident of the employee's household. An employee may use accrued sick leave for maternity or paternity purposes.

8.3.4. An absence for an illness, sickness, disability or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour. Sick leave may be used in the half hour increments.

8.3.5. An employee who takes more than three (3) workdays sick leave for any one illness for self or for illness in the immediate family may be required by the Director or his designee to produce a letter from a medical doctor showing necessity of attendance or absence.

8.3.6. At the time of separation from service for any reason, an eligible employee, or in the case of death, the employee's designated beneficiary or estate, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of six hundred sixty (660) hours of pay, provided, however, the maximum cash out of six hundred sixty (660) hours shall be limited to those employees who would be eligible to receive more than four hundred eighty (480) hours if employment separation occurred on January 1, 1999. All others shall be limited to a maximum of four hundred eighty (480) hours.

8.3.7. An employee who utilizes no sick leave during any two (2) consecutive calendar month period shall receive two (2) hours of straight time compensation at the employee's straight time hourly rate of pay. Such compensation shall be paid during the next regular payroll period following the completion of the two (2) consecutive calendar month period.

8.4. Holidays

8.4.1. All full-time employees of the Department shall receive eleven (11) paid holidays:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	November
Christmas Day	December 25
Floating Holiday (1)	

8.4.2. After six (6) months of employment, an employee may inform the Employer, with fourteen (14) calendar days prior notice, of desire to utilize the floating holiday. If an employee is not permitted by action of the Employer to take the floating holiday once it is scheduled and approved, the employee shall be compensated as work performed on a holiday.

8.4.3. If an employee does not work the holiday, such employee shall receive eight (8) hours straight time holiday pay if on a 5-8 shift or ten (10) hours straight time holiday pay if on a 4-10 shift. Part-time employees who do not work the holiday shall be compensated an amount which is that fractional part of holiday compensation that the regularly scheduled number of hours of employment bear to the total number of hours of a full-time employee (173.3 hours per month).

8.4.4. If an employee works the holiday, the employee shall be paid time-and one-half for all hours of work performed on such holiday. (Example: An employee working a ten (10) hour shift on a holiday would receive the employee's regular salary compensation plus ten (10) hours of holiday compensation (regular pay), plus five (5) hours of straight time compensation (compensation due when the time and one-half multiplier is used).

8.4.5. Overtime worked on a designated holiday shall be compensated at double time for all overtime hours worked beyond the employee's regularly schedule work or whenever an employee is engaged to work overtime hours on a holiday.

8.4.6. The Director may designate certain employees have the holiday off.

8.4.7. Gubernatorial Holiday: Any day declared by the Governor as a special holiday or day of special observation, on which the majority of Washington State employees are to receive a day off with pay, shall be recognized as a paid holiday by the Employer.

8.5. Bereavement Leave

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

8.5.2. An employee shall be allowed to utilize up to three (3) days accrued sick leave 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 or sisters-in-law, and any other person who is a non-pecuniary resident of the employee's household.

8.6. Educational Reimbursement

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

8.6.2. To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Director or designee. Such approval shall be at the sole discretion of the Director.

8.6.3. 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.

8.6.4. 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.

8.6.5. 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.

8.6.6. 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.

8.7. Longevity

8.7.1 For each year of continuous service, beginning with the eighty-fifth (85^{th}) 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.

8.8. Designated Shift Leader

8.8.1. The Employer may designate a shift leader on all or portion of any shift, the designated shift leader shall receive one dollar ($1.00)an hour for all hours worked in such designation commencing with the fourth (4th) hour. Pay will be retroactive to the first hour of the shift leader assignment.

8.8.2. The employee shall fill out a claim form for such enhanced pay and submit the same to the Director or his designee at the end of the employee's shift. Failure to timely submit the claim will result in forfeiture of such enhanced pay.

8.9. Training Incentive

8.9.1. An APCO certified CTO shall be eligible to receive an additional one dollar and fifty cents ($1.50) an hour for each compensable hour worked as directed by the manager or designee while training new employees during their designated training period.

8.9.2. An APCO certified CTO shall be required to have a current certificate on file with the manager.

8.9.3. An employee will be eligible to receive an additional fifty cents (50¢) for each compensable hour worked out of the immediate center and providing public education and ACCESS certification training.

9. SENIORITY

9.1. Vested Tenure

9.1.1. Seniority: Seniority shall be defined as continuous service with the Lewis County Communications Center. Layoff of less than eighteen (18) months shall not constitute a break in service.

9.1.2. Seniority List: A seniority list shall be attached to this Agreement as Appendix B.

9.2. Layoff & Recall

9.2.1. The Employer shall have the right to lay off and/or reduce the work hours of employees. Such layoff and/or reduction of work hours and layoff recall and/or increase in work hours shall be handled in accordance with the following:

a) Two (2) separate "layoff units" will be maintained: grant funded and non-granted funded positions.

b) The last person hired into the bargaining unit shall be the first person laid off or reduced in hours and the last person laid off shall be the first person recalled or receive an increase in work hours within the layoff unit.

c) Except in cases of emergency, the Employer shall notify the Union and any affected employee of plans to layoff/reduce hours at least sixty (60) calendar days prior to the intended effective date of the layoff/reduction of hours..

d) An employee laid off shall remain, for a period of eighteen (18) months from the date of layoff, on a recall list maintained by the Employer. The Employer shall notify the Union and the former employee eligible to be recalled of the job opening, and a notice by registered mail will be sent to the former employee's last known address. If the former employee fails to report for work in seven (7) calendar days from the date of receipt, or if the letter is returned undeliverable, the former employee shall forfeit call back rights and be removed from the list. A former employee who refuses a recall shall be removed from the recall list.

9.2.2. An employee shall not be entitled to any benefits while on layoff status, and no accumulation of seniority shall accrue while in layoff status. An employee returning from layoff shall have his or her seniority hire date adjusted accordingly.

10. DISCIPLINE

10.1. Just Cause

10.1.2. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first twelve (12) months of an employee's employment with the Employer, during which time the employment status shall be strictly at will.

10.1.3. 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. 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 Director 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. Oral warnings may be memorialized by the Director or designee in an administrative file for use, if necessary, at a later date, however, any such written memorization shall not be placed in the employee's personnel file. 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 Director and/or his 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 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 significant infraction or violation after the employee has received a written warning and has not adequately improved or corrected performance. Any debit to an employee's accrued leave to satisfy a suspension directive shall not be permitted without the permission of the employee.

10.2.6. 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.

10.2.7. Discharge: This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Director and/or his designee should take action by placing the employee on suspension with or without pay until circumstances are reviewed prior to final action. A pre-termination hearing, in which the employee is advised of the basis for discharge, shall be scheduled and held prior to the actual termination in order to provide the employee an opportunity to present any additional information which may be germane to the issue.

10.3. Disciplinary Investigations

10.3.1. Whenever an employee is being interviewed by the Employer for the purpose of investigation of non-criminal matters relating to work performance which may lead to disciplinary sanctions, the employee shall be advised as to whether the employee is a witness or a suspect. The suspect employee shall be advised that the employee shall have the right, if such employee requests at that time, to have the union representative present prior to the continuation of questioning of the employee on the pending matter. The Union Representative

shall have the opportunity to ask questions, to bring out additional facts, to counsel the employee under investigation, and to provide information about past employment practices, but shall not act in obstruction of a pending inquiry.

10.3.2. The Employer may, if the Employer wishes, advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by his or her union representative. The employee may then refrain from participating in the interview, thereby protecting his or her right to representation, but at the same time, relinquishing any benefit which might be derived from the interview. The Employer would then be free to act on the basis of information obtained from other sources. At the time of completion of the investigation of a non-criminal possible disciplinary matter, the Employer shall notify the employee of such completion as soon as reasonably possible.

10.3.3. Any interview and questioning of an employee shall be conducted during the employee's shift unless the urgency of the investigation dictates otherwise. Except in the case of urgency dictating otherwise, in the event an employee is just completing or has just completed a graveyard shift, the scheduling of the interview shall be after 2:30 p.m. during the day.

10.3.4. The Employer shall request that any third party complainant submit the complaint in writing. As soon as reasonably practical after receipt of a written, non-criminal complaint against a particular employee, the Employer shall make available to the employee a copy of such written complaint.

11. GRIEVANCE PROCEDURE

11.1. Purpose

11.1.1. The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement or disciplinary action imposed by the Director or Employer.

11.2. Processing Conditions

11.2.1. The employee and/or the Union may elect to use this grievance procedure whenever the employee and/or the Union believes a misapplication or misinterpretation of the Agreement has aggrieved them, or to seek redress of disciplinary action imposed against an employee.

11.2.2. The written grievance must be filed with the Director within fifteen (15) calendar days of the occurrence of the action or inaction complained of, or within fifteen (15) calendar days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction, whichever is later.

11.2.3. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress.

11.2.4. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

11.2.5. Failure of the Director or Employer to act by response within the time deadline set forth herein shall enable the employee/Union to proceed to the next step in this procedure.

11.3. Procedure

11.3.1. Should an employee feel that his rights and privileges under this Agreement have been violated or desires to challenge disciplinary action imposed, he shall consult with the Union for determination of merit. The aggrieved employee and the Union shall, within the time limits set forth above, present the facts in writing to the Director or designee. The written statement shall include the section(s) of the Agreement allegedly violated or the disciplinary action complained of, the facts, and the remedy sought. Within seven (7) calendar days thereafter, the Director shall submit an answer in writing to the Union and the aggrieved employee. Independent Union initiated grievances shall utilize the same basic procedures as employee initiated grievances.

11.3.2. Any grievance which is not resolved in Section 11.3.1., within seven (7) calendar days after the decision of the Director is received by the Union, may then be subject to referral, at the option of either party, to arbitration.

11.4. Arbitration

11.4.1. Either party may request the Public Employment Relations Commission to supply an arbitrator or in the alternative, a list of seven (7) arbitrators registered with the Public Employment Relations Commission. In the event a list is requested, striking order shall be determined by a flip of the coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section

11.4.2. and will be accompanied by the following information: **a)** question or questions at issue, **b)** statement of facts, and **c)** position of each respective party.

11.4.3. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

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

11.4.5. 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.

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

11.4.7. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.

11.4.8. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

11.4.9. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

12. SEVERABILITY

12.1. Repealer in Conflict with Law

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

13. DURATION OF AGREEMENT

13.1. This Agreement shall be effective January 1, 2013 and shall continue in effect until the 31st day of December, 2014.

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 on or about August 31 of the last year of this Agreement; Employer's proposal to be presented on or about September 15 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. The foregoing time limits shall be subject to change by mutual agreement of the Employer and the Union.

TEAMSTERS, UNION LOCAL 252

DARREN L. O'NEIL, SECRETARY-TREASURER

RUSS WALPOLE, BUSINESS AGENT

Date Signed (Union)

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

P.W. SCHULTE, Chairman
BOARD OF COUNTY COMMISSIONERs

EDNA J. FUND, COMMISSIONER

F. LEE GROSE, COMMISSIONER

10/20/2013
Date Signed (Commissioners)

ATTEST:

CLERK OF THE BOARD

14. APPENDIX A - Classification & Salary Schedules

14.1. Listed below are the monthly/hourly salaries for classifications covered by this Agreement. All full-time employees shall be paid based upon the monthly salary. Part-time employees shall be paid based upon the hourly rate calculated from the monthly rates listed below.

14.2. Effective January 1, 2013, the monthly rates listed below represents the adoption of a new salary and classification plan. Increases vary from individual to individual. Telecommunicators shall be placed at Salary Grade16. Telecommunicator Supervisors shall be placed at Salary Grade19.

2013 (0%)

LEWIS COUNTY SALARY GRID 2012														
STEPS														
-	-	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**
16	Annual	36,756	37,680	38,615	39,588	40,584	41,592	42,636	43,704	44,784	45,912	47,064	48,240	49,440
	Month	**3,063**	**3,140**	**3,218**	**3,299**	**3,382**	**3,466**	**3,553**	**3,642**	**3,732**	**3,826**	**3,922**	**4,020**	**4,120**
	Hour	17.67	18.12	18.57	19.03	19.51	20.00	20.50	21.01	21.53	22.07	22.63	23.19	23.77
19	Annual	42,564	43,620	44,712	45,828	46,968	48,144	49,344	50,592	51,852	53,148	54,480	55,836	57,228
	Month	**3,547**	**3,635**	**3,726**	**3,819**	**3,914**	**4,012**	**4,112**	**4,216**	**4,321**	**4,429**	**4,540**	**4,653**	**4,769**
	Hour	20.46	20.97	21.50	22.03	22.58	23.15	23.72	24.32	24.93	25.55	26.19	26.84	27.51

14.3. An employee shall progress up the salary schedule to the next step in the salary grid set forth above with each completed twelve (12) months of active service.

14.4. New employees may be placed at a step commensurate with his or her past experience as a Telecommunicator and advanced from his or her starting point in accordance with the months of service required in each step.

14.5. Telecommunicators who are promoted to Supervisors shall advance to Salary Grade 19 by moving laterally from their current salary grade step to the higher salary grade at the same step. The employee shall retain their same step advancement date for advancement to the next step at the higher salary grade.

15 APPENDIX B - Classification & Salary Schedules

15.1. Listed below are the monthly/hourly salaries for classifications covered by this Agreement. All full-time employees shall be paid based upon the monthly salary. Part-time employees shall be paid based upon the hourly rate calculated from the monthly rates listed below.

15.2. Effective July 1, 2013, the monthly rates listed below represents the adoption of a new salary and classification plan. Increases vary from individual to individual. Telecommunicators shall be placed at Salary Grade16. Telecommunicator Supervisors shall be placed at Salary Grade19.

July 1, 2013 (1.5%)

LEWIS COUNTY SALARY GRID 2013														
STEPS														
-	-	A	B	C	D	E	F	G	H	I	J	K	L	M
16	Annual	37,308	38,244	39,192	40,176	41,196	42,216	43,272	44,364	45,456	46,596	47,772	48,960	50,184
	Month	**3,109**	**3,187**	**3,266**	**3,348**	**3,433**	**3,518**	**3,606**	**3,697**	**3,788**	**3,883**	**3,981**	**4,080**	**4,182**
	Hour	17.94	18.39	18.84	19.32	19.81	20.30	20.80	21.33	21.85	22.40	22.97	23.54	24.13
19	Annual	43,200	44,280	45,384	46,512	47,676	48,864	50,088	51,348	52,632	53,940	55,296	56,676	58,092
	Month	**3,600**	**3,690**	**3,782**	**3,876**	**3,973**	**4,072**	**4,174**	**4,279**	**4,386**	**4,495**	**4,608**	**4,723**	**4,841**
	Hour	20.77	21.29	21.82	22.36	22.92	23.49	24.08	24.69	25.30	25.93	26.59	27.25	27.93

15.3. An employee shall progress up the salary schedule to the next step in the salary grid set forth above with each completed twelve (12) months of active service.

15.4. New employees may be placed at a step commensurate with his or her past experience as a Telecommunicator and advanced from his or her starting point in accordance with the months of service required in each step.

15.5. Telecommunicators who are promoted to Supervisors shall advance to Salary Grade 19 by moving laterally from their current salary grade step to the higher salary grade at the same step. The employee shall retain their same step advancement date for advancement to the next step at the higher salary grade.

16. APPENDIX C - Seniority Dates

16.1. The list of employees listed below is reflective of the employees employed at the effective date of the Agreement and is not intended to be all inclusive.

The employees are listed in the order of their respective seniority placement.

EMPLOYEES	ORIGINAL OR ADJUSTED HIRE DATE
Mauel, Leslie A.	12/01/81
Glenn, Barbara	08/25/85
Holt, Anita	10/24/86
Rodocker, Davene	10/17/89
Brockmueller, Lisa	10/10/90
Mauerman, Ellen	08/01/91

Huang, Alan	03/22/95
O'Conner, Jerrie	05/01/96
Schlech, Michelle	02/01/99
Bliss, Tammy	05/21/99
Casteel, Elizabeth	11/01/99
Hicks, Shannon	06/19/01
Conner, Eric	04/11/03
Toma, Elizabeth	05/05/03
Pence, Trisha	11/16/05
Yund, Jeanette	05/16/06
Phillips, Linda	01/14/08
Ducummon, Jennifer	03/01/08
Bray, Kellie	02/01/10

BOCC AGENDA ITEM SUMMARY

Resolution #: 13-510

BOCC Meeting Date: Oct 28, 2013

Suggested Wording for Agenda Item:

Agenda Type: Consent

The Teamster Local #252 Collective Bargaining Agreement (CBA) representing E911/Communications Employees is being presented for approval by the BOCC. The CBA is a two (2) year agreement for the time period of 01/01/13 to 12/31/14.

Brief Reason for BOCC Action:

The Teamster Local #252 Collective Bargaining Agreement (CBA) representing E911/Communications Employees is being presented for approval by the BOCC. The CBA is a two (2) year agreement for the time period of 01/01/13 to 12/31/14.

Submitted By: Smith, Mickiel "Archie **Phone:** 2747 **Date Submitted:** Oct 18, 2013

There is a 1.5% COLA effective July 1, 2013 and step increases are provided for in the agreement.

Contact Person Who Will Attend BOCC Meeting: Archie Smith

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date: Oct 28, 2013

Publications:

Publication Dates:

Cover Letter To

Graham Gowing
Michael Strozyk
Becky Sisson

Executive Summary

BOCC Meeting Date:
2013-10-28

Contact:
Archie Smith

Department:
Human Resources

Wording
The Teamster Local #252 Collective Bargaining Agreement (CBA) representing E911/Communications Employees is being presented for approval by the BOCC. The CBA is a two (2) year agreement for the time period of 01/01/13 to 12/31/14.

Description
The Teamster Local #252 Collective Bargaining Agreement (CBA) representing E911/Communications Employees is being presented for approval by the BOCC. The CBA is a two (2) year agreement for the time period of 01/01/13 to 12/31/14.

There is a 1.5% COLA effective July 1, 2013 and step increases are provided for in the agreement.

Employer Health and Welfare financial contributions will change effective July 1, 2013 from $865.88 per month per employee to $900.00. Effective January 1, 2014, the monthly employer contribution will be a maximum of $950.00.

Clarification of the Overtime procedures:

Basic housekeeping procedures were not listed as changes. These types of items generally are seniority issues, grammatical errors, and other items of similar nonmonetary in nature. Also, clarification of process to policy is not listed as a policy change or modification since the essence of the policy is still the same.

No management rights were waived or reduced.

Recommendation
Pass

Other

BOCC AGENDA ITEM SUMMARY

(Revised 10-6-10)

AGENDA ITEM # _____ **RESOLUTION #:** 13- 510 **BOCC MEETING DATE:** October 18, 2013

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

The Collective Bargaining Agreement between Teamsters #252, representing E911/Communications, is being represented for approval by the BOCC. The term of the agreement is for two years dating from 1/1/13 to 12/31/14.

BRIEF REASON FOR BOCC ACTION:

Approve the CBA between Lewis County and Teamsters #252 representing the E911/Communications

SUBMITTED BY: **Archie Smith** **PHONE:** x2747 **DATE SUBMITTED:** **October 18, 2013**

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 Not applicable

Hearing Date: _____(Must be at least 10 days after 1st publication date)

(2 weeks for routine budget, property disposal/ auction or vacations)

Publish Date(s): When item is to be published_____(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

Additional Copies:

Graham Gowing

Michael Strozyk

Becky Sisson