

**AGREEMENT BY AND BETWEEN**

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

**AND LOCAL 1341 OF**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY  
EMPLOYEES AFSCME**

**AFL-CIO**

**JANUARY 2026 – DECEMBER 2027**



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## COLLECTIVE BARGAINING AGREEMENT

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

### DECLARATION OF PRINCIPLES

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

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

### 1. RECOGNITION

- 1.1 For the purpose of collective bargaining with respect to wages, hours and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of certain employees in the Lewis County Department of Public Works and Lewis County Department of Community Development, as identified in the appropriate attached appendices.
- 1.2 When any new job classification is created, the Employer shall notify the Union of the creation of such classification. Such newly created classification shall either be in or out of the bargaining unit, depending upon whether the newly created classification is consistent with the duties, confidentiality, responsibilities, and general organizational structure of the particular department.
- 1.3 Employee Definitions.
  - 1.3.1 Regular Full-Time Employee. A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.

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

1.3.3 Probationary Employee. A probationary employee shall be defined as an employee who is serving his or her six (6) month probationary period. During such period, a probationary employee's employment status with the Employer shall be strictly "at will" and shall have no appeal recourse through the grievance procedure of this Agreement. The "probationary employee" designation may be applied to either a full-time or a part-time employee. During the employee's initial six (6) months' employment with the Employer, the employee shall accrue seniority, vacation days and sick leave.

1.3.4 Promotional Employee. An employee who has successfully passed their probationary period, and without a break in service, is serving a trial period in a regular position with a higher salary range.

1.3.5 Extra-Help Employee. An extra-help (casual) employee may be appointed to provide extra help during peak workloads, or when the nature of the work is sporadic and does not fit a particular pattern. Extra-help employees may perform work on a regular or irregular basis for a specified period of time, not to exceed 1040 hours in any calendar year, except by mutual agreement of the Union and Employer. An extra-help employee shall be excluded from the terms and conditions of this agreement. Disputes arising from application of this provision shall be resolved through the grievance procedure.

1.3.6 Project Employee. The Employer and the Union agree that Project Employment positions shall be defined as employment which groups together employees whose length of service are contingent upon federal, state, or other grant funding for specific non-continuing projects. A person occupying a project position is a project employee. Project employees shall not be used to reduce or replace the number of regular employees.

1.3.7 Intern/Work Study. Internships are temporary and have an emphasis towards "on-the-job" training and/or working for school credit. An internship may be paid, unpaid or partially paid. Interns/Work Study employees must be under the supervision of a County employee who is qualified to conduct the internship and must comply with Federal, State and Local law, and grant-funding requirements if applicable. Interns/work study students are not represented and excluded from the collective bargaining agreement.

1.3.8 Temporary appointment. Temporary appointments may be made in the absence of a regular employee; when the Employer is recruiting to fill a vacancy; to address a short-term need; or if the Employer is not filling a position with a regular employee due to the impending or actual layoff of a regular employee. A temporary appointment may be served by a regular, extra help, project, or probationary employee and will not exceed six months without Agreement between the Union and Employer.

## **2. UNION/EMPLOYER RELATIONS**

2.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are

in force and effect, negotiations pursuant to Section 28, "Savings Clause", and/or Section 29 "Termination/Reopener" shall be as follows:

2.1.1 Release Time. Not more than three (3) bargaining unit members shall be allowed to participate in contract negotiations on Employer paid time, unless mutually agreed upon by both parties. No such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or designee, to the public would be interrupted or withheld.

2.1.2 The Union, through its represented employees, shall be allowed, collectively and aggregately 96 hours of employee work time for negotiations involving a total contract re-opener, or 45 hours of employee work time for a partial contract re-opener. Additional hours may be allowed by mutual agreement of the parties in the event of unusual circumstances.

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

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

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

### 3. MANAGEMENT RIGHTS

3.1 Customary Functions:

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

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

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

3.2.3 to determine the number of employees to be employed;

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

3.2.5 to evaluate employees' performances;

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

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

- 3.2.8 to determine the amount and forms of compensation for employees;
  - 3.2.9 to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;
  - 3.2.10 to set the starting and quitting times and the number of hours and shifts to be worked;
  - 3.2.11 to use independent contractors to perform work or services;
  - 3.2.12 to subcontract, contract out, expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;
  - 3.2.13 to control and regulate the use of facilities, equipment, and other property of the Employer;
  - 3.2.14 to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;
  - 3.2.15 to determine the number, location and operation of departments, divisions, and all other units of the Employer;
  - 3.2.16 to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.
- 3.3 Non-Waiver. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver or other limitation of the Employer's ability to exercise any such right, prerogative, or function. However, the Employer recognizes that RCW 41.56 may impose an obligation for Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.
- 3.4 Employer Options. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this agreement.
- 3.5 Performance Standards. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employee. No revision of performance standards and/or policies shall be made without prior notification to the Union.
- 3.6 All employees and management shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate

supervisors. If requested by the Employer or designee, an employee shall acknowledge in writing receipt of a copy of any new policy/procedure. The employee shall read the policy within two (2) working days of the time of receipt and sign to acknowledge receipt.

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

**4. SENIORITY, JOB BIDDING, VACANCIES, PROMOTIONS, PROBATION & TRIAL PERIODS**

4.1 Seniority: Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within this bargaining unit.

4.1.1 Seniority shall be terminated by separation from County employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence unless specified differently in this Agreement or applicable appendices. An Employee granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

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

**4.2 Job Bidding**

4.2.1 When the Employer decides to fill a vacancy, other than a temporary vacancy, in an existing or new job classification which has been determined to be part of the bargaining unit, the Employer will fill the position as follows:

4.2.2 First, the most senior candidate on the recall list who has the competencies, skills, and abilities required for the position will be offered the position as described in the Layoff/Bumping/Recall Section of this Agreement.

4.2.3 If the position is not filled by a candidate on the recall list, then the Employer will post the job opportunity online and/or email notice to the Union and/or advertise on employee bulletin boards for at least five (5) business days to give bargaining unit employees an opportunity to apply. The notice will indicate the specific job classification, salary range, minimum qualifications, and the application process.

4.2.4 Applications for job openings shall be in writing and shall be submitted to the Employer for consideration. During the first review of applications the Employer will only consider qualified bargaining unit members who apply. If only one *qualified* bargaining unit member

applies, they shall be appointed to the open position. The Employer may consider external applicants if they believe that no bargaining unit members meet the minimum qualifications, but will give preference to any qualified bargaining unit member who applies as stated in this section.

#### **4.3 Job Vacancies.**

- 4.3.1 Each department director may, at the director's discretion, appoint a hiring committee to fill vacant positions. The director shall give due consideration to the recommendation of the hiring committee.
- 4.3.2 All employees covered under this agreement shall have the right to bid to transfer to an open position, provided they meet the minimum qualifications as stated in the job description. The determination of whether a candidate meets the minimum qualifications shall be made by the Employer, and may be based upon any or all, of the following: a written application, interview, testing, and/or a review of past job evaluations. In the event that the Employer determines that there are two (2) or more qualified bargaining unit candidates with equal qualifications, ability, training and experience, the candidate holding the most seniority within the bargaining unit shall be offered the position.
- 4.3.3 Should a question arise about the required qualifications of a bargaining unit employee bidding for any position covered by this agreement, the matter shall be taken up with the Department Director. The decision of the Department Director will be final.

#### **4.4 Promotions**

- 4.4.1 Applications for promotion shall be in writing and submitted to the Employer for consideration.
- 4.4.2 A written and/or oral examination may be required for all promotional or vacant positions. The minimum qualifications for the promotional or vacant position shall not be arbitrarily reduced after applications have been taken and examinations have been conducted. In the event the minimum qualifications are reduced, the application process shall be reopened using the reduced qualifications.
- 4.4.3 Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) days from the date of promotion or change, while the employee is serving a trial period. An employee who accepts a new position will be allowed to revert to their former position if they request to do so within the first thirty (30) days of their trial period. If, during the first thirty (30) days of their trial period, the Employer decides the employee is unsuited for the job, the Employer may revert the employee to their former job classification and applicable salary range and step.
- 4.4.4 Probationary and trial periods provide the employer with an opportunity to observe and assess an employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be successful in carrying out their job responsibilities.
- 4.4.5 The probationary period is the initial period of employment in a regular position. During such period, the employee is considered 'at-will' and may be separated for any non-discriminatory

reason. A probationary period is six (6) months long, except for positions listed in the appendices which will serve a twelve (12) month probationary period.

- 4.4.6 If the Employer determines that it would be beneficial to the employee to extend their probationary or trial period, they may do so upon mutual agreement between the Union and Employer.
- 4.4.7 An employee who promotes/changes from one job classification to a higher range job classification shall be placed at the nearest step which will provide a minimum of five percent (5.0%) increase in salary on the salary range of the job classification to which the employee is promoted. If the top of that range is less than five percent (5.0%), the top of the range shall be applied. A higher step may be awarded with approval of the Board of County Commissioners or designee.

**5. NO STRIKE CLAUSE**

- 5.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.
- 5.2 During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position, or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment for the purpose of inducing, influencing or coercing a change in his or her conditions of compensation, of the rights, privileges, conditions or obligations of employment.
- 5.3 The Union agrees and all employees agree, they shall not, at any time, authorize, instigate, sanction, cause, or participate in any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted) boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer.
- 5.4 Employees covered by this Agreement who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer including, but not limited to, recovery of any financial losses suffered by the Employer as a result of such prohibited actions.
- 5.5 In the event the Employer and/or his/her designee determines that a breach of any of the foregoing provisions has occurred, the Employer and/or his/her designee shall, as soon as possible, attempt to notify the Union of the alleged breach.

## 6. EMPLOYEE DISCIPLINE & DISCHARGE

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

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

a) Oral Warning. This type of discipline should generally be used for infractions of relatively minor degree. The Employer and/or designee should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. Oral warnings are not subject to the grievance procedure.

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

c) Written Warning. This notice will generally be issued by the Employer and/or designee in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

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

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

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

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

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

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

#### 6.4 Investigations

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

6.4.2 Whenever an employee is being interviewed by the Employer in circumstances that may lead to disciplinary action against the employee, the employee will be advised prior to the start of the interview of the subject of the interview.

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

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

6.4.5 Any interview and questioning of an employee shall be conducted during the employee's shift unless the urgency of the matter dictates otherwise, or the employee is agreeable to meet at another time.

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

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

### 7. **GRIEVANCE PROCEDURE**

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

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

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

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

- 7.3 A probationary employee shall be considered an “at will” employee and shall not have access to the grievance procedure over discipline or discharge.

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

7.5 **Steps.**

7.5.1 Step One. The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Department Head within fourteen (14) calendar days of the occurrence of events giving rise to the grievance. In the case of an alleged underpayment or overpayment of wages, the complaining party shall submit the grievance to the other party within a reasonable period of time after discovery of the alleged discrepancy, not to exceed a period of time of three (3) years. At this step one of the process, alleged overpayments of wages shall be submitted by the Employer to the designated bargaining Union representative. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or Union representative, as applicable, shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

7.5.2 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Department Head’s response, submit the grievance in writing to the Board of County Commissioners or designee. At this step two of the process, alleged overpayments of wages shall be submitted by the Employer to the President of the Local Union. The Board of County Commissioners or designee, or Union President, as applicable, shall respond in writing within fourteen (14) calendar days following receipt of the Union’s grievance.

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

- 7.6 Within fourteen (14) calendar days of the Employer’s receipt of the Union’s request to arbitrate, a representative of the Union and a representative of the Employer shall meet and

attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Public Employee Resolution Council (PERC).

7.7 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

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

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

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

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

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

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

7.8 Mediation. As an alternative or supplement to the grievance procedure or for such other purposes as the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation involves the use of a third party, to serve as a Mediator, using contemporary mediation techniques. A decision to utilize a Mediator shall be voluntary by both parties and subject to the following understandings:

7.8.1 The Mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-based professional Mediator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

7.8.2 If the parties agree to enter into mediation, the Mediator shall attempt to assist the parties in achieving a voluntary resolution. The Mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach resolution, the Mediator, if the parties mutually agree, may be requested to offer a bench option.

7.8.3 Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the

Mediator be referenced

## **8. WAGES**

### **8.1 Wages**

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

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

### **8.2 Cost Of Living Adjustment (COLA)**

8.2.1 Effective January 1, 2026, the salary schedule will be increased by 2.7%.

8.2.2 Effective January 1, 2027, the salary schedule will be increased by the amount of the CPI-U West Size Class B/C as measured for the year ending June 2026, with a minimum of 1.5% and maximum of 3.0%.

8.2.3 Me Too Clause: Should the County award COLA's in excess of the amount defined in this contract to the non-represented or other bargaining units with the exception of interest arbitration groups, market-defined positions, and elected officials, this bargaining unit shall receive the same.

### **8.3 Job Classifications**

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

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

8.3.3 An employee working out of classification shall be paid in accordance with the following: Any employee assigned to work out of classification, in a higher paid classification, by direction of the Employer or designee, shall be compensated for all actual hours worked at that higher classification's lowest rate of pay, provided, such placement shall, in any event, be a minimum of a five percent (5.0%) increase in salary. However, if the top step of the higher range is less than five percent (5.0%), then the top step shall be the rate of pay. No employee shall suffer a reduction in pay when temporarily directed to perform work in a lower paid classification.

8.3.4 If assigned out of class work by direction of the Employer or designee, it shall be the employee's responsibility to claim this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within thirty (30) calendar days of the time of accrual, shall be void. Notwithstanding

the foregoing, employees participating in cross-training and employees performing minimum tasks in the higher classification by reason of fill in for the absent higher classification employee, shall not be entitled to working out of classification pay.

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

8.3.6 The Employer shall conduct a compensation study with comparable counties for the job classifications covered by this agreement within the first six months of 2026, with the objective of considering bringing any classification below the 50<sup>th</sup> percentile up to the 50<sup>th</sup> percentile. Comparable counties include counties whose population and assessed value are +/- 50% of Lewis, and are, at this time, as follows: Chelan, Clallam, Cowlitz, Franklin, Grant, Grays Harbor, Island, and Mason counties.

**8.4 EFFECTIVE DATES OF PAY OR BENEFIT LEVEL INCREASES**

8.4.1 An employee’s service date represents their original date of hire with Lewis County in a regular position without a break in service. This date permits an employee who has prior service with another County department to maintain benefit accrual levels provided that such employment had been continuous with the County. This date is used for years of service recognition, longevity, vacation leave accruals increase, and step increases.

8.4.2 An employee hired on/after January 1, 2026 will have their Step Increase Date set as their Service Date annually. Employees who have had their step increase date adjusted prior to January 1, 2026 due to a change in positions will retain the same Step Increase Date.

8.4.3 Employees who have a service date between the first (1st) and fifteenth (15th) of the month will be assigned a Step Increase Date of the first (1st) of that month. Employees who have an anniversary/service date between the sixteenth (16th) and the last day of the month will be assigned a Step Increase Date of the 16th of that month.

8.4.4 Employees shall advance one step per year on their Step Increase Date on the salary schedule until they reach the top step of the pay range for their job classification.

**8.5 LONGEVITY PAY**

For each year of continuous service beginning with the first day of the pay period in which the employee begins their eighty-fifth (85th) month with this Employer, as measured from the employee’s service date, the employee shall receive longevity pay as described below:

After Seven (7) years	\$50.00 per month
After Eight (8) years	\$60.00 per month
After Nine (9) years	\$80.00 per month

After Ten (10) years	\$100.00 per month
Each year after Ten (10) years	An additional \$10.00 per month

If an employee is considered regular part-time, then a prorated rate of pay commensurate to a full-time status shall be calculated.

Should the County award a contribution level in excess of the amount defined in this contract to the non-represented or other bargaining units with the exception of interest arbitration groups, market-defined positions, and elected officials, this bargaining unit shall receive the same.

**9. PAYDAY**

9.1 The payday for all work performed the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the calendar month shall be paid on the twenty fifth (25<sup>th</sup>) day of the month. The payday for all work performed from sixteenth (16<sup>th</sup>) through the last calendar day of the month shall be paid on the tenth (10<sup>th</sup>) of the subsequent month. If the tenth (10<sup>th</sup>) or twenty fifth (25<sup>th</sup>) falls on a non-workday, i.e., Saturday, Sunday, or Courthouse holiday, the payday shall be the first workday preceding the tenth (10<sup>th</sup>) or twenty fifth (25<sup>th</sup>). Earned overtime shall be subject to payment on the pay date following the pay period in which such overtime was earned.

9.2 For the purpose of this Section, “workday” shall mean a day the Courthouse is open for business.

**10. CDL AND DRIVER’S LICENSES**

10.1 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license. The employer shall reimburse the employee for the cost of the CDL endorsement renewal minus the cost of the driver's license renewal and any other endorsements not required by the employer for the performance of the job. After an employee successfully completes their probationary period, the Employer shall reimburse expenses associated with employee’s required CDL physician’s exam. This allowance shall only be paid at a maximum of one time per year. Supervisor’s signature on the personal reimbursement form, signifies the supervisor has verified the renewed medical credentials and authorizes payment to the employee. The physical exam shall be performed on employee’s personal time. Employee shall be eligible for sick leave if the exam is scheduled during normal working hours.

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

**11. HEALTH, ACCIDENT AND LIFE INSURANCE**

11.1 Effective January 1, 2026 the Employer will pay up to the following amounts per employee per month towards the medical, dental and vision insurance an employee selects during Open Enrollment or upon hire: Employee Only: up to \$970; Employee & Spouse: up to \$1,440; Employee & Children: up to \$1,440; Employee & Family: up to \$1,790. If an employee

selects a High Deductible Health Plan, the Employer will contribute \$58.34 per month into an employee's Health Savings Account for an Employee Only medical plan, and \$116.67 per month for any plan that includes the Employee and a dependent.

- 11.2 The County will pay 100% of the cost of dental and vision insurance for the tier of coverage selected by the Employee during Open Enrollment or upon hire, and \$35,000 of life insurance.
- 11.3 Effective January 1, 2027, any increase in insurance premiums shall be evenly split between the Employer and Employee, rounded to the nearest dollar for the Employer, with a maximum monthly increase for the Employer of \$200. If the County decides to change the structure of benefits tiers, or the formula by which the County is contributing towards the insurance plans, the parties shall meet to bargain the impacts.
- 11.4 Employees may enroll themselves, their spouses or registered domestic partners, and their dependent minor children. Each Employee may decline coverage, whether for himself or for herself, for his or her spouse, or for his or her dependent minor children.
- 11.5 Should the Employer's contributions be insufficient at any time to fully fund the premiums charged by the respective insurers for the coverage in which an Employee or his/her family members are enrolled, then the Employer may deduct the deficiency from the Employee's monthly salary and remit it to the insurers, along with the Employer's contribution amount set out in Section 11.1 through and 11.2.
- 11.6 In the event that the incumbent health insurer or County provides notice of its intention to cease to insure the Employees in whole or in part, the parties shall proceed as follows:
  - 11.6.1 The parties shall meet promptly to bargain successor insurance coverage.
  - 11.6.2 If their bargaining is unsuccessful, the County shall enroll each Employee in an insurance plan available to it and to all or the Employees through an insurer with which the County then obtains group health insurance for other of its employees. The parties then shall bargain over the effects of the change.
  - 11.6.3 In either event, the Employer shall pay a sum per Employee each month, up to the amount set out in Section 11.1 through and 11.3.
  - 11.6.4 Me Too Clause: Should the County award a contribution level in excess of the amount defined in this contract to the non-represented or other bargaining units with the exception of interest arbitration groups, market-defined positions, and elected officials, this bargaining unit shall receive the same.

## 12. VACATION LEAVE

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

<b>Months of County Service</b>	<b>Years of County Service</b>	<b>Accrual Rate Hours per Month</b>	<b>Accrual Rate Hours per Year</b>
0 - 12	0-1	8.50	102
13 - 24	1-2	9.00	108
25 - 36	2-3	9.50	114
37 - 48	3-4	10.00	120
49 - 60	4-5	11.00	132
61 - 72	5-6	11.00	132
73 - 84	6-7	11.50	138
85 - 96	7-8	12.00	144
97 - 108	8-9	12.50	150
109 - 120	9-10	13.00	156
121 - 132	10-11	13.00	156
133 - 144	11-12	13.50	162
145 - 156	12-13	13.50	162
157 - 168	13-14	14.00	168
169 - 180	14-15	14.50	174
181 - 192	15-16	15.00	180
193-204	16-17	15.50	186
205-216	17-18	16.00	192
217-228	18-19	16.50	198
229+	19+	17.00	204

12.2 A regular full-time employee shall receive their full vacation accrual for the month if they are compensated for at least eighty (80) non-overtime hours in that month. Full-time employees who do not have at least eighty (80) non-overtime compensated hours in the month will not receive vacation accruals for that month.

12.3 Regular part-time employees shall accrue vacation on a prorated basis.

12.4 Requests for vacation shall be made in advance, in quarter-hour (1/4) increments, and subject to the approval of the employer.

12.5 Vacation leave may be accrued to a maximum of three hundred twenty (320) hours; all hours accrued in excess of the maximum shall be forfeited on December 31 each year, unless a request to cash out vacation or accrue excess vacation is approved by the Employer. .

12.5.1 Employees shall be responsible for requesting a cash out of the hours in excess of 320, or accrual of excess vacation by December 15 each year. If vacation leave is cashed out, the payment would be at the employee's straight time rate of pay.

12.5.2 In the event an employee is required to cancel a pre-approved vacation, or a vacation request is denied by the Employer by reason of operational requirements, and in the

event such a cancellation or denial impacts the maximum accrual limit, the employee may request to accrue excess vacation leave above the maximum for a period of up to 90 days.

- 12.6 An employee's vacation leave balances transfer with them to other positions within County, provided they do not have a break in continuous County service.
- 12.7 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 vacation leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment (probation), no accrued vacation leave shall be payable.
- 12.8 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within sixty (60) calendar days from the first available opportunity for its use.
- 12.9 An employee desiring to use accrued vacation leave shall submit a completed County Leave Request Form to their immediate supervisor. An employee shall be allowed to take vacation only after scheduled vacation time is approved by his or her supervisor. The supervisor shall respond in writing to the request within ten (10) working days. All vacation requests shall be on a first submitted basis except as noted in 12.10.
- 12.10 Groups that participate in vacation bidding will be identified as such by December 15th each year. Seniority shall be utilized in the approval of vacations on those requests submitted prior to January 15th of each calendar year. Vacations selected by seniority during the early bid shall be limited to a maximum of two (2) weeks on the first round. Additional vacation time may be bid which exceeds the previously bid two (2) weeks after the bidding cycle has gone through one (1) cycle. After first requests have been handled, second or subsequent requests shall be responded to by the employer within fifteen (15) days of the date of such written second or subsequent requests. The Employer shall approve, reject or ask for rescheduling not later than March 1 of the vacation year. All vacation requests are subject to the approval of the Employer.
- 12.11 Once scheduled, an employee's vacation leave block of time shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or payment of overtime to fill the vacant shifts.
- 12.12 The Employer may elect to call in an employee while the employee is on vacation leave. If an employee is called back into service while on a day of vacation leave status, such employee shall:
  - a) not be debited vacation for all hours worked during that day;
  - b) be afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and
  - c) be paid double the employee's usual rate of pay for all hours worked during such day, inclusive of any overtime premium payment.

- 12.13 If the employee is on a scheduled day off which is contiguous to the employee's scheduled vacation leave, and is called into service by the Employer on an emergency basis, the employee shall receive two and one-half (2 1/2) times the employee's normal rate of pay for all hours worked that day, inclusive of any overtime premium payment.
- 12.14 Employees in this bargaining unit shall be entitled to participate in Employer's "Vacation Leave Transfer" policy as set forth in County Resolution 91-314, as amended by County Resolution 02-426.

### 13. SICK LEAVE/FAMILY LEAVE

- 13.1 Sick Leave Accrual. A regular full-time employee will accrue eight (8) hours of paid sick leave after they have been in pay status for eighty (80) non-overtime hours in a calendar month. Regular full-time employees in FLSA non-exempt (overtime-eligible) positions who are in pay status for less than 80 non-overtime hours in a calendar month and regular part-time employees will accrue sick leave in an amount proportionate to the number of hours they are in pay status in the month, up to a maximum of eight (8) hours in a month.
- 13.2 When an employee has accrued sick leave in excess of 1,360 hours at the end of the calendar year, the employee's accrued sick leave shall revert to 1,360 hours as of the first (1<sup>st</sup>) day of January of each calendar year.
- 13.3 An employee's sick leave balance transfers with them to other positions in the County, provided they do not have a break in continuous County service.
- 13.4 . Sick leave Use. Sick leave shall be allowed as protected under Federal, State or County policy, following RCW 49.46.210. Sick leave will be charged in one-quarter (1/4) hour increments and may be used for the following reasons:
- a. When an employee is incapacitated for work due to a mental or physical illness, disability, injury or health condition
  - b. When an employee has an appointment or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or preventative care
  - c. When the employee has been exposed to a contagious disease and their presence at work would jeopardize the health of others
  - d. When the employee's family or household member requires care due to their illness, injury, or health condition, to accompany them to medical appointments, or when they need supervision or care due to their exposure to a contagious disease
  - e. When the employee's place of business or child's school or place of care has been closed by order of a public official for any health-related reason
  - f. For domestic violence leave (chapter 49.76 RCW)
  - g. For bereavement, up to three shifts
  - h. to prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.
- 13.4.1 Definition of family member for sick leave use: child, grandchild, grandparent, parent, sibling, or spouse (including in-law, step, foster, and adoptive relatives of the same kind of relationship)

13.4.2 Definition of household member for sick leave use: any individual who regularly resides in the employees' home or where the relationship creates an expectation of care for the person, and that individual depends on the employee for care. It does not include a household member who simply resides in the same home with no expectation that the employee care for the individual.

13.5 Employees must give reasonable notice to their supervisor or designee for the use of sick leave.

13.5.1 If an employee's absence is foreseeable, the employee must provide at least ten (10) days' notice, or as much notice as possible before the first day of sick leave use.

13.5.2 If an employee's absence is unforeseeable, the employee must follow call-in procedures to report their absence no later than one (1) hour before the employee's required start time (or as soon as practicable), or at such time they need to leave work earlier than the end of their shift.

13.5.3 Employees must provide enough information regarding the general reason for requesting sick leave for the employer to determine what type of leave is appropriate (i.e. sick leave, FMLA, PFML, workers compensation.) If the employee does not provide this information, the employer may inquire as to the reason for sick leave.

13.6 The Employer may require an employee to produce a letter from a medical provider showing necessity of attendance or absence for more than three (3) consecutive workdays. Verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

13.7 An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

13.8 Employees who have a disability may request a reasonable accommodation to enable them to perform the essential functions of their position. An employee who cannot be reasonably accommodated may be subject to a non-disciplinary disability separation. The Employer will provide at least seven (7) days' advance notice to the employee and the Union prior to the intended effective date of a disability separation.

13.9 Employees shall notify their Supervisor immediately of any and all on-the-job injuries and complete any forms necessary for reporting in a timely manner.

13.10 In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued vacation leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in this agreement.

13.11 At the time of separation from service other than for cause, an eligible employee, or in the case of death, the employee's estate, shall receive remuneration at a rate equal to one (1) hour's current monetary compensation of the employee for each two (2) hours of accrued sick leave to a maximum of three hundred sixty (360) hours of pay. In the event that an employee is re-hired by the County within 12 months of having terminated employment with the County, only those sick hours which were not previously cashed out shall be restored upon re-hire. Any sick leave hours restored to a re-hired employee shall have no cash value and shall be excluded from any subsequent cash out payment.

13.12 Sick Leave Abuse. When the Employer suspects sick leave abuse and notifies the employee, they will be given reasons for that suspicion and may be required to provide a written medical certificate for any sick leave absence. The Employer will not require continuous medical verification for longer than twelve (12) months as a result of the Employer suspecting abuse. The Employer will not adopt or enforce any policy that counts the use of sick leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is sick leave used in accordance with the terms and conditions of this Agreement, Agency Policy and RCW 49.46.210 (Paid sick leave). The Employer will not discriminate or retaliate against an employee for the use of paid sick leave. Employees who are found to be abusing sick leave, untruthful or falsifying documentation may be subject to disciplinary action for just cause.

13.13 Family and Medical Leave.

13.13.1 An eligible employee shall be allowed to participate in, be subject to, and be entitled to unpaid job-protected leave under the federal Family and Medical Leave Act (FMLA), administered by the Employer.

13.13.2 An eligible employee shall be allowed to participate in, be subject to, and be entitled to paid leave under the state's Paid Family and Medical Leave (PFML) program, administered by the Washington State Employment Security Department (ESD).

13.13.3 The Employer will withhold the employee portion of the payroll tax for the PFML and long-term care WA Cares Fund premiums and remit to ESD, along with the Employer portion of the payroll tax, as determined by ESD.

13.13.4 If an employee chooses to apply for PFML and is approved for a condition that also qualifies for FMLA, then both PFML and FMLA will run concurrently.

#### **14. BEREAVEMENT LEAVE**

14.1 Up to three (3) days with pay shall be granted without a charge to an employee's accrued leave balances in the event of the death of an employee's family member or household member (as defined in the Sick Leave article). The days do not need to be taken consecutively.

14.2 Employees who attend the funeral or memorial service of a fellow County employee shall be allowed to use up to four (4) hours of sick leave when such services are held during the employee's shift.

## 15. MILITARY LEAVE

15.1 Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from County employment, not to exceed twenty (21) working days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. Any additional leave will be considered under applicable federal law.

## 16. HOLIDAYS

16.1 The County recognized Holiday shall be observed by all bargaining unit members as follows (except for those Solid Waste Transfer Station employees identified in Appendix C):

<b>Holiday</b>	<b>County Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Native American Heritage Day	Friday after Thanksgiving
Christmas Day	December 25
By Governor's Proclamation	Any day designated by public proclamation of the Governor of the State as a legal holiday

16.2 Should the recognized holiday occur on the employee's regularly scheduled day off, the employee shall be given the next adjacent day off, or with mutual agreement of the Employer, another day within the workweek. Leave taken on these days is holiday pay and not charged against vacation leave.

16.3 Employees shall receive holiday pay commensurate with the number of hours scheduled for their shift.

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

salary, unless by mutual agreement the employee is able to take the holiday on another day in the same pay period.

16.5 Personal Holiday: Each employee will be credited with one (1) Personal Holiday worth one (1) shift, on January 1<sup>st</sup> of each year (or the date of hire for new employees). The number of hours associated with the personal holiday for a full-time employee will be equal to the number of hours they are scheduled to work on the day the Personal Holiday is approved. A part-time employee's personal holiday will be prorated. The personal holiday expires December 31<sup>st</sup> of each year and is not compensable upon separation. An employee's unused personal holiday transfers with them to other positions in the County, provided they do not have a break in continuous County service.

## 17. JURY DUTY AND COURT TIME

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

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

## 18. LEAVE OF ABSENCE

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

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

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

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

18.1.4 Accrual of vacation leave, sick leave, retirement service credit and seniority shall occur according to this contract and Department of Retirement Service rules during such leave.

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

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

18.1.7 Absence from active service while an employee is on military leave, leave for a compensable work-related injury or illness, Family and Medical Leave Act (FMLA) leave, or Washington's job-protected Paid Family and Medical Leave (PFML) shall not be deemed a leave of absence under this Section.

**19. UNION BUSINESS**

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

19.2 Union Activities. The bargaining unit members shall be allowed to:

19.2.1 Post Union notices.

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

19.2.3 Attend negotiation meetings with the Employer, as outlined in section 2.1.1.

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

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

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

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

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

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

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

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

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

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

### **20.1 Definitions:**

20.1.1 Workday: One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

20.1.2 Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

20.1.3 Work Shift: The hours an employee is scheduled to work each workday in a workweek.

20.1.4 Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will

normally begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday or as otherwise designated by the Employer. If there is a change in their workweek, employees will be given prior written notification by the Employer.

20.2 Standard Work Schedule. The standard work schedule for employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The standard work schedule will normally be Monday through Friday, five (5) days with eight (8) hours worked in each day, and two (2) consecutive scheduled days off.

20.3 An employee's assigned work schedule may be changed with seven (7) days' prior notice to the employee, unless an earlier notice period is mutually agreed upon. The Employer may direct the employee to start their next day's work shift early, if communicated prior to the employee leaving the worksite.

20.4 Alternate Work Schedules. Workweeks and work shifts of different numbers of hours may be established for employees by the Employer in order to meet business and customer service needs, as long as the alternative work schedules meet federal and state laws. An alternate work schedule is any work schedule other than five days per week, eight hours per day. Examples of alternate work schedules include: 4 10-hour shifts with three days off per week, or 9 shifts in which the employee works a total of 80 hours, with two days off one week and three days off every other week.

20.5 Holidays for Alternate Work Schedules. Holidays occurring on a scheduled day off will be taken on the nearest regular working day, or by mutual agreement of management and the affected employee. Employees shall receive holiday pay commensurate with the number of hours regularly occurring on their schedule. Thanksgiving Day Example: Standard Work Week employees receive eight (8) hours holiday pay each, for Thursday and Friday. Employees on a 9-80 schedule the week of Thanksgiving may receive nine (9) hours and eight (8) hours holiday pay for Thursday and Friday, respectively. If Friday is their regularly scheduled day off, the holiday is moved to Wednesday, and employees receive nine (9) hours holiday pay each for Wednesday and Thursday.

20.6 The Employer will assign a work schedule to an employee upon hire. Employees may request to work a different work schedule.

20.7 The Employer may disapprove requests for work schedule adjustments if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance and attendance concerns occur.

20.8 Employees will be assigned a primary duty station or worksite which is where they normally start and end their shift. Time spent traveling away from this worksite as part of their official job duties counts as time worked. If an employee's travel includes an overnight stay, the County travel policy will apply.

**20.9 Meal and Rest Breaks.**

20.9.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from

the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30)-minute meal period prior to or during the overtime period.

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

## 20.10 **Fatigue Time / Emergencies**

20.10.1 Both the Employer and the Union agree that employee safety is the top priority, especially when overtime is worked. Therefore, except in the case of an emergency and as authorized by the Department Head, or their designee, employees will not be permitted to work more than sixteen (16) consecutive hours within a twenty-four (24) hour period.

20.10.2 An employee who works sixteen (16) hours or more within a twenty-four (24) hour period and has less than eight (8) continuous hours of off-duty time before the start of their next scheduled shift shall not report to work until they have had eight (8) hours of off-duty time. The employee will be compensated at their regular rate of pay for the time between their scheduled start of shift and the time they report to work with no debit to any leave banks.

20.10.3 If, due to operational necessity, an employee is required to return to work prior to receiving the eight (8) hour rest break, compensation will be at one and one-half (1 ½) times the regular rate of pay for those hours worked. This rate of pay will continue until such time that the employee receives eight (8) consecutive hours off duty.

20.10.4 An employee who works sixteen (16) hours or more within a twenty-four (24) hour period and works past the start of their next scheduled shift will be relieved of duty at the completion of the task causing the excess work, for eight (8) hours, and will be compensated at their regular rate of pay with no debit to any leave banks. In the interest of employee safety, an employee who can reasonably anticipate working sixteen (16) or more hours under this section, shall, before reaching work hour fourteen (14), notify their supervisor of how many total hours they have worked.

20.10.5 If at any time during extended hours an employee feels that they cannot safely continue working, that employee will notify their supervisor and will be relieved of duty immediately. In this event, employees may choose to take the remainder of their scheduled shift off, subject to the approval of their supervisor. The employee must use accrued sick leave, vacation, or compensatory time to cover the balance of the time off from their scheduled shift. If the employee does not have any accrued leave balances, they may take leave without pay to cover the balance of the time off from their scheduled shift.

## 20.11 Call-In & Call-Back Provisions

20.11.1 Call-In is a directive requiring an employee to perform work outside of their scheduled shift. Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the normal workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

20.11.2 Employees who are called in/back shall be compensated at time and one half (1 ½) for all time worked with a minimum of three (3) hours pay. Such minimum guarantee shall not apply to those hours that are an extension of the employee's normal work hours. The Call-In/Call-Back provisions shall not apply if the employee has been notified prior to the end of the workday to report to work prior to the start of the following normal workday.

20.11.3 If the employer has approved a new work schedule in accordance with this agreement, the Call-In/Call-Back provisions shall not apply.

20.11.4 If applicable, the Employer shall call the first person on the rotation list that is a certified operator.

## 20.12 Overtime.

20.12.1 Overtime pay allowances to employees shall be as follows: All work performed in excess of the employee's daily shift, or forty (40) hours in a workweek shall be paid at one and one-half (1½) times the regular rate of pay, except as provided by supplemental agreement. The determination of whether to pay overtime on a daily or weekly basis is based on business needs, such as specific funding for a project, and at the discretion of the Department Head.

20.12.2 An employee shall be paid at the overtime rate for all time worked prior to their regular workday starting time, unless the Employer provides notice prior to the end of the preceding workday of the change of starting time, or as otherwise agreed upon.

20.12.3 Overtime Opportunity. Overtime opportunities will be offered to regular full-time employees prior to being offered to extra-help employees. Straight-time hours may be offered to regular part-time or extra help employees prior to offering overtime. Under no circumstances shall work be stopped, suspended or delayed while waiting for an employee to accept the overtime opportunity.

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

20.13.1 An employee shall not be allowed to accumulate more than one hundred and twenty (120) rolling hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

20.13.2 With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current

applicable rate of pay. A request for cash out of accrued compensatory time shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Employer or their designee for consideration.

20.13.3 Compensatory time off shall be scheduled with the approval of the Employer. Compensatory time off may be utilized in quarter (.25) hour increments.

20.13.4 Compensatory time shall be cashed out when (a) the employee leaves their overtime-eligible position, (b) the employee leaves the department/office where they accrued the compensatory time or (c) upon separation from County service.

## **21 UNION SECURITY & ORIENTATION**

Both the Union and the Employer agree to abide by the law as to orientation, payroll deduction, and membership. The Union shall have up to a sixty (60) minute orientation with each new employee. Any employee who wishes to become a member of the Union shall sign and deliver to the Union, who shall forward to the County, an authorizing consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to the Union's designated representative within 10 days of the employee executing the document.

## **22 RETIREMENT**

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

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

## **23 PROJECT EMPLOYMENT**

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

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

## **24 SAFETY COMMITTEE**

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

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

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

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

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

24.4 An evaluation of the accident and illness prevention program with a discussion of recommendations for improvement where indicated. The attendance of members and the subjects discussed shall be reflected in each set of monthly minutes.

24.5 At least annually, the Safety Officer shall perform site visits and provide safety training to employees/supervisors.

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

## **25 LAYOFF, BUMPING, RECALL**

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

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

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

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

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

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

## **26 NON-DISCRIMINATION**

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

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

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

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

## **27 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

27.6 It is the policy of this Employer and the Union that an exempt position shall not regularly engage

in the performance of work generally considered to be bargaining unit duties. Yet it is understood and agreed that on occasion an exempt employee by reason of emergency, isolated expediency, and/or job interrelationship is permitted to perform bargaining unit work.

- 28**     **SAVINGS CLAUSE** If any Section, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Section or addenda.

29 **TERMINATION/REOPENER**

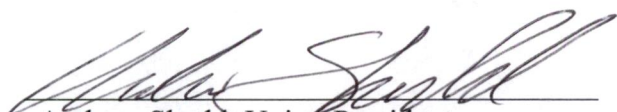
29.1 The effective date of this Agreement shall be January 1, 2026.

29.2 This Agreement will remain in effect from January 1, 2026 to December 31, 2027.


Signed for and on behalf of the parties hereto on the dates inscribed below:

**FOR THE UNION:**

**FOR THE EMPLOYER**

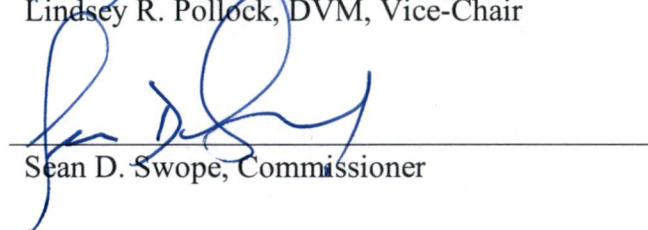
  
Andrew Shedd, Union President

  
Scott J. Brummer, Chair

  
Cody Husser, Union Vice President

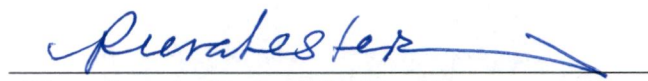
  
Lindsey R. Pollock, DVM, Vice-Chair

  
Terry Swanson, Union Secretary

  
Sean D. Swope, Commissioner

  
Mike Boyer, Staff Representative

**ATTEST:**

  
Rieva Lester, Clerk of the Board

12-17-2025  
Date

## APPENDIX A – PUBLIC WORKS

### 1.0 ROAD MAINTENANCE TECHNICIAN (RMT) JOB SERIES AND QUALIFICATIONS

1.1 The qualifications and certifications for holding a particular RMT classification shall be as contained with the adopted job descriptions. Effective January 1, 2026, the pay grades for these job classifications shall be as follows:

<p>RMT 1 Grade 114</p>	<p>High School Diploma or GED equivalent, AND one (1) year of construction, road maintenance, and/or manual labor experience. Must be able to acquire a Class A-CDL, Washington State Traffic Control Flagger card, and complete First Aid/CPR training programs within 90 days of hire. <u>Must obtain a CDL with the probationary period.</u> Must obtain Certified Operator status for specified equipment listed in 4.2 of this appendix within twelve months of hire.</p>
<p>RMT 2 Grade 116</p>	<p>High School Diploma or GED equivalent AND two (2) years' experience as a Road Maintenance Technician I. Must possess a valid Class A, CDL, and Washington Traffic Control Flagger card; must complete First Aid/CPR training programs, and obtain Certified Operator status for specified equipment listed in 4.2 of this appendix.</p>
<p>RMT 3 <del>Grade 118</del> Grade 119</p>	<p>High School Diploma or GED equivalent AND <del>two (2)</del> one (1) years' experience as a Road Maintenance Technician 2. Must possess a valid Commercial Driver's License, and Washington Traffic Control Flagger card; must complete First Aid/CPR training programs and obtain Certified Operator status for specified equipment listed in 4.3 of this appendix; additional technical training and certifications may be required.</p>
<p>RMT 4 Grade 120</p>	<p>High School Diploma or GED equivalent AND five (5) years' experience as a Road Maintenance Technician 2 or equivalent experience (<u>a minimum of which 2 years must be with Lewis County</u>). This includes extensive operation experience of no less than three (3) qualified pieces of equipment. Must possess a valid Class "A" Commercial Driver's License with tanker endorsement, and a valid Washington Traffic Control Flagger card and First Aid/CPR certification. Must be a Certified Operator status for a minimum of three heavy equipment <u>pieces of equipment</u> as listed in this appendix. Must have completed Erosion Control BMP training within the last three years and must be familiar with the requirements of the ESA Regional Road Maintenance Program. If not already completed, the following training must be completed within one year: Traffic Control Supervisor training and maintain current certification as a TCS <u>if available</u>; Washington State Underground Utilities Damage Prevention Act (Dig Law). Additional technical training and certifications may be required to retain certification.</p>

1.2 Promotions from RMT1 to RMT2 and RMT3 shall be automatic when the time-in-service and certification requirements are met.

1.3 Promotions to RMT4 are not automatic and will be filled in accordance with Article 4 of this CBA.

1.4 Certification and Training for RMT2 and RMT3 Equipment. To become a Certified Operator, an employee shall be certified by reviewing, evaluation and testing procedures (written, verbal and/or “hands on”) detailing the following information:

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

## **2.0 ROAD MAINTENANCE TECHNICIAN TRAINING PROGRAM**

2.1 The Employer and the Union agree to continue the RMT equipment training program to provide the Employer with skilled certified personnel for temporary situations as well as to train employees for current operator positions which may become available in the future.

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

2.3 Trainees in the third phase of training will receive out-of-class pay any time they operate that piece of equipment for which they are working towards certification **only when the trainee is gaining experience and expertise under minimal to no supervision.**

## **3.0 ROAD MAINTENANCE TECHNICIAN TRAINING PROGRAM/PROCEDURES**

3.1 Step 1. Factory Representatives (if available) and/or Lewis County Personnel will give formal instructions to trainees pertaining to safe operation of equipment. Trainees should become thoroughly familiar with the Operator’s manual and all safety rules pertaining to the operation said equipment. To ensure that the trainee has a thorough understanding of the Equipment Manuals, Washington State Traffic Laws, and any other pertinent documents, a written test will be administered. An employee must pass a

closed book examination with a 70% passing score or pass an open book examination with a 95% passing score. The trainee must have a passing score to continue to the next phase of the program. A trainee who fails the test may retake the test after five (5) days and within 30 days. Employees who do not pass the retest will be removed as a trainee from that piece of equipment, until the next opening becomes available.

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

3.3 Evaluation for Category 1, 2 and 3 Equipment: The Supervisor and trainer in charge of a specific piece of Category 1, 2 or 3 piece of Equipment will verify in writing that an employee has the necessary skills and ability to operate the equipment in the field. The Operator shall sign a statement verifying that he/she can operate said equipment safely and competently. Upon completion of this process, a certification of proficiency will be issued and placed in the employee’s personnel file. Criteria will be for maintenance, safety checks, and for evaluation of the operation of the equipment.

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

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

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

**4.0 ROAD MAINTENANCE EQUIPMENT/CATEGORIES**

4.1 Limitations. The only limitations as to how many pieces of equipment on which an employee may become a Certified Operator shall be:

- 1) the needs of management for Certified Operators;
- 2) availability of equipment;
- 3) availability of training; and
- 4) equipment work schedule.

4.2. Category 2 Equipment includes the following:

12 and 5-yd dump trucks	Mini Excavator
Broom	Roller
Chip Truck	Shoulder Mower
Chipper (Wood-Brush)	Skid Steer (vegetation)
Front End Loader*	Tilt Bed
Hydro Seeder (vegetation)	Water Wagon

4.3 To operate Category 3 equipment, an employee must have a Commercial Driver’s License with Class A endorsement and County Certification on one of the pieces of equipment listed below, plus minimum years of experience: The following is a list of Category 3 equipment for RMT3:

Aerial Lift	Pavement Grinder
Backhoe	Pickup Elgin Sweeper
Chemical Spray Truck	Router
Chip Spreader (Front and Rear)	Track Excavator
Crack Sealer	Truck and Pup/Tractor Low Boy Trailer
Grader	Under Bridge Inspection Truck/Trailer (UBIT)
Guardrail Driver Truck	Vactor Truck
Large Brush Cutters	Wheel Tire Excavator
Oil Distributor	

4.4 Qualifying RMT 4 equipment (must be certified on a minimum of 3 pieces of qualifying equipment to become an RMT4):

Aerial Lift	Oil Distributor
Backhoes	Pickup Elgin Sweeper
Chemical Spray Trucks	Track Excavators
Chip-Spreader	Truck and Pup/ Tractor Lowboy Trailer
Graders	Under Bridge Inspection Truck/Trailer (UBIT)*
Guard Rail Driver Truck	Vactor Truck
Large Brush Cutters	Wheel Tire Excavator*

4.5 An employee may be required to pass a written test to ensure a thorough understanding of the operator’s manual and procedures for operation of a particular piece of equipment. A passing score of 70% (closed book) or 95% (open book) must be achieved by the Operator.

4.6 New and Replacement Equipment. Each newly acquired piece of equipment shall be placed at the discretion of the Public Works management. Each piece of equipment shall have a minimum of two certified operators.

4.7 No extra help employees shall be allowed to operate a piece of rented equipment until all qualified available bargaining unit members in the affected shop have been offered and refused the opportunity to run the equipment.

4.8 Necessary and required warning devices shall be included on all rented equipment.

**5.0 TRAFFIC CONTROL**

Employees in the Traffic Control Specialist classification shall be subject to the following classification system. Effective January 1, 2026, the pay grades for the job classifications are as follows:

Job Classification	Requirements
Traffic Control Specialist 1 (TCS1) Grade 114	High School Diploma and 1 year construction, road maintenance and/or manual labor experience Flagger Certification (within 90 days) First Aid/CPR (within 90 days) Within 1 year: International Municipal Signal Association (IMSA) <ul style="list-style-type: none"> <li>• Work Zone Safety Course</li> <li>• Markings Level 1</li> </ul> County Road Administration Board (CRAB) <ul style="list-style-type: none"> <li>• Mobility Software training (or successor program)</li> </ul>
Traffic Control Specialist 2 (TCS2) Grade 116	Two years' experience as a TCS1 Maintain all requirements of a TCS1 IMSA Markings Level 2
Traffic Control Specialist 3 (TCS3) Grade 118	Two years' experience as a TCS2, or at the discretion of the Director for this senior level position with greater independence and complex assignments Maintain all requirements of a TCS2 IMSA Markings Level 3
Traffic Operations Specialist 3 Grade 119	Five years' experience as a TCS3 Maintain all requirements of a TCS3 Additional requirements

After twenty four (24) months in Traffic Control, employees may be given the opportunity with the Director's approval for County Road Administration Board (CRAB) training as to the Mobility Software or its successor program at Employer expense.

Should the Employee leave employment prior to the completion of their sixty (60) months in Traffic Control and completion of certification as a TCS3, the employee shall reimburse the Employer for the expense of the training. The cost will be deducted from the Employee's final paycheck.

## 5.0 ENGINEERING

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

Engineering Tech 1	A.S. in Engineering, Computer Science, or directly related field Or 0-24 months experience with certification
Engineering Tech 2	A.S. in directly related field and one year experience Or 24 months' experience with LSIT/EIT
Engineering Tech 3	A.S. in directly related field and LSIT/EIT Or A.S. in directly related field, 24 months' experience and pass a proficiency test Or 72 months' experience and pass a proficiency test
Engineering Tech 4	A.S. in directly related field and five (5) years' experience as an Engineering Technician

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

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

- 5.3 Promotions from levels 1 to 2 and 3 shall be automatic when the time-in-service and certification requirements are met. Promotions to Engineering Tech 4 shall occur only when there is a vacancy in that classification, and shall be filled per Section 4.3 of the Master Agreement (Job Vacancies).

## 6.0 MISCELLANEOUS PROVISIONS

- 6.1 Tools and Clothing.

6.1.1 A three-hundred-dollar (\$300) boot stipend will be provided annually to eligible bargaining unit employees (where it is a requirement of their position). Eligible bargaining unit employees are defined as those who have completed their probationary period and whose job duties require them to work in the field more than 50% of the time, as determined by the employee's time sheet. The stipend is to be used to purchase boots which must be worn on the job. Foot protection shall meet the OSHA or ANSI standards for crush/penetration protection and comply with WAC 296-155-212 and WAC 296-800-16060 and other Employer policies. The Employer may provide the stipend to a probationary employee prior to the completion of their probationary period, under the condition that if the employee does not complete their probationary period, they must reimburse the employer for the stipend which may be taken as a payroll deduction from their final paycheck.

6.1.2 An employee whose job duties require them to work in the field, but less than 50% of the time, as determined by the employee's time sheet, shall be allotted the same three-hundred-dollar (\$300) boot stipend on an as needed basis, as determined by their supervisor, no less than once every three (3) years.

6.1.3 Receipts will not be required, however, the Employer may issue policy guidance on what types of foot protection are acceptable and not allow the employee to work if their foot protection is deemed unsafe by the Employer for their job duties.

6.1.4 The Employer shall furnish one (1) pair of chest waders to each shop in Public Works, these will remain the property of the Employer.

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

## 7.0 DANGER TREE

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

7.1 Danger Trees will be compensated at a flat rate of \$100.00 per day. The compensation rate is a daily rate. The amount or number of trees felled in a day does not change the rate.

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

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

## 8.0 BUCKET TRUCK/UBIT

8.1 Any employee required to work on the bucket truck or UBIT, shall be compensated for such period at \$1.00 per hour in addition to their regular rate of pay.

## 9 INCLEMENT WEATHER

9.1 Employees that are required to work their regularly scheduled shift when the Board of County Commissioners or Designee has closed the courthouse for a full day due to inclement weather, shall receive 8 hours of banked compensatory time.

## APPENDIX B COMMUNITY DEVELOPMENT

### 1.0 BUILDING INSPECTORS

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

Inspectors shall be classified according to the following:

Building Inspector 1	Must obtain International Code Council (ICC) certification upon appointment or within one year of appointment.
Building Inspector 2	ICC Certification as a Building Inspector.
Building Inspector 3	<p>Twenty-four (24) months as a Building Inspector II and ONE of the following certifications:</p> <p>ICC Plans Examiner Certification            ICC Mechanical Certification            ICC Plumbing Certification</p>
Building Inspector 4	<p>Sixty (60) months experience as a Building Inspector, including twenty-four (24) months continuous service as a Building Inspector III for Lewis County, and any combination of two (2) of the following certifications (at least one (1) must be from First List):</p> <p>First List            ICC Plans Examiner Certification            ICC Mechanical Certifications            ICC Plumbing Certification</p> <p>Second List            ADA accessibility            Structural concrete            Fire code and life safety</p>
Plans Examiner:	In addition to Building Inspector IV, ICC, AA degree, two certifications in plans examination, three years' experience or two additional certifications in plans examination in lieu of experience.

## 1.1 Tools and Clothing

1.1.1 A three-hundred-dollar (\$300.00) stipend for the purchase of boots shall be provided to each Inspector annually, which must be worn on the job. Foot protection shall meet the OSHA or ANSI standards for crush/penetration protection and comply with WAC 296-155-212 and WAC 296-800-16060 and other Employer policies. The Employer may provide the stipend to a probationary employee prior to the completion of their probationary period, under the condition that if the employee does not complete their probationary period, they must reimburse the employer for the stipend, which may be taken as a payroll deduction from their final paycheck.

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

## 2.0 PERMIT TECHNICIANS

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

Permit Technician 1	Entry level – see job description
Permit Technician 2	After 12 months of service
Permit Technician 3	5 years as a Permit Technician, including 3 years of continual service with Lewis County as a Permit Technician; and ICC certification
Lead Technician	As position becomes available; same as Permit Technician 3

## 3.0 ADMINISTRATIVE

3.1 Office Assistant Senior - See Job Description

## 4.0 TRAINING

4.1 When a Permit Technician or Building Inspector is assigned the responsibility of training a new employee, they will be compensated closest to a 5% increase over the appointed employee's current range.

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

**APPENDIX C  
PUBLIC WORKS DEPARTMENT/ SOLID WASTE UTILITY**

**1.0 EMPLOYEE CLASSIFICATION:**

**1.1 Solid Waste Operation Specialist (SWOS):**

Employees in the SWOS classifications shall be subject to the following classification requirements:

1.1.1 SWOS: This is an entry level position. Each SWOS shall remain in this classification for a minimum of one (1) year. During this one year period, experience and training will be secured which will enable the employee to advance to the Solid Waste Operations Specialist Senior (SWOSS) classification. This will include:

- 1) 24-hour Hazmat training
- 2) HVAC certification
- 3) Forklift certification
- 4) Flagger certification
- 5) Respirator Training
- 6) Secure a Class A Washington State Commercial Driver's License

1.1.2 Solid Waste Operations Specialist Senior (SWOSS): In order to be in this classification, an employee must have at a minimum:

- 1) Received 40 hour HazMat training
- 2) Equipment certification on all SWOS category equipment
- 3) All requirements of a SWOS.

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

1.2 1.1.3 A SWOS who has passed probation and been trained and certified to run SWOSS Category 2 equipment shall receive SWOSS pay when in actual operation of any of the Category 2 Equipment listed under section 3.0 (Equipment) of this Appendix. **Solid Waste Accountant:** A regular, full-time position within the administrative section of the Solid Waste Utility Division.

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

**1.3 Scale Attendant:**

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

**1.4 Hazardous Waste and Recycling Coordinators:**

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

## 2.0 TECHNICIAN PROMOTION

Promotions from SWOS to SWOSS shall be automatic based on time-in-service, certification requirements are met, and at the discretion of the supervisor.

## 3.0 EQUIPMENT

3.1 SWOS Equipment: Any or all of the following equipment:

Solid Waste Operations Specialist I Equipment	
Flatbed	Five-yard dump truck
Pickup truck	CFC extraction equipment
Forklift	John Deere tractor w/flail mower

## 3.2 SWOSS Equipment

Solid Waste Operations Specialist Senior Equipment	
Yard Goat	Front-end Loader
Backhoe	Excavator

SWOSS Out-of-Class Equipment: Roll-Off Truck

## 4.0 TRANSFER STATION COVERAGE

### 4.1 Supervisor Working Positions

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

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

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

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

#### 4.2 SCALE ATTENDANT COVERAGE

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

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

#### 5.0 TOOLS AND CLOTHING

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

- a) Coveralls will be provided on an "as requested" basis by the employee (to be cleaned at Employer's expense)
- b) Safety helmets
- c) Safety vests
- d) Rain gear will be provided on an "as needed" basis. No less than two (2) complete rain suits will be available at each Transfer Station
- e) Quality work gloves
- f) Safety glasses
- g) Hearing protection

5.2 Boots. A three-hundred-dollar (\$300.00) boot stipend will be provided annually to each SWOS, SWOSS, and the Hazardous Waste Specialist to be used to purchase good quality safety-toed and safety-soled boots, which must be worn on the job. The same stipend shall be provided to the Recycling Coordinator on an as needed basis, as determined by their supervisor, no less than once every three years. Foot protection shall meet the OSHA or ANSI standards for crush/penetration protection and comply with WAC 296-155-212 and WAC 296-800-16060 and other Employer policies. The Employer may provide the stipend to a probationary employee prior to the completion of their probationary period, under the condition that if the employee does not complete their probationary period, they must reimburse the employer for the stipend, which may be taken as a payroll deduction from their final paycheck.

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

## **6.0 HOURS OF WORK, HOLIDAYS**

6.1 The Employer is permitted, at the Employer's sole discretion, to establish work schedules for employees to meet the business needs of operating transfer stations Monday through Saturday.

6.2 Solid Waste Operations employees will recognize holidays on the calendar day of the actual holiday. Solid Waste administrative staff will recognize holidays as the County-designated holiday.

6.2.1 Employees who work on the holiday (as defined in 6.2) shall be compensated for all hours worked at one and one-half (1 ½) times the employee's regular hourly rate of pay in addition to holiday pay. This shall constitute holiday pay and overtime rate for time worked (or double-time-and-a-half).

6.2.2 Employees who do not work on the holiday will be compensated with Holiday Pay for that day as hours not worked.

6.2.3 Employees whose regular scheduled day off falls on a County designated holiday (excluding floating holidays) shall be entitled the employee to an extra day's pay or extra day off (as agreed upon with the Operations Supervisor) to be taken within the same pay period as the occurrence of the holiday.

## **7. OVERTIME, COMPENSATORY TIME**

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

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

7.3 If an extra hours available situation occurs for the Scale Attendant positions, the hours will be offered as straight time to any Scale Attendant working less than full time as extra hours first, regardless of their work locations. If they decline the extra hours, overtime will be offered to all other scale attendants regardless of their work location and by seniority. If more than one Scale Attendant requests the overtime assignment, the overtime will be given to the employee with the most union seniority.

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

7.5 If an employee's regular scheduled workday occurs on a County recognized holiday, the overtime work will be offered to that employee first. If that person doesn't want to work and more than one employee requests the overtime assignment, the overtime will be given to the employee with the most union seniority.

7.6 Overtime pay for all full-time employees will be paid for all hours worked in excess of the hours of

the employees scheduled workday and all hours worked on their scheduled day off; and shall be paid at one and a half (1-1/2) times the regular rate of pay for the employee.

7.7 Shift Differential pay for all employees working on Saturday or Sunday shall be paid at \$7.00 per hour on top of their applicable rate of pay while working.

7.8 In the absence of both the Manager and Supervisor, a designated "Acting Supervisor" will be recognized. The compensation will be \$2.00 per hour on top of their applicable rate of pay.

7.9 Premium pays are only available when working, they are not included in the calculation of any paid leave.

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

**1.0 GIS TECHNICAL CLASSIFICATIONS NON-PROFESSIONAL**

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

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

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

1.1.1 GIS Technician I

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

1.1.2 GIS Technician II

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

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

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

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

**2.0 GIS TECHNICAL CLASSIFICATIONS – PROFESSIONAL**

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

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

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

#### 2.1.1 GIS Analyst 1

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

#### 2.1.2 GIS Analyst 2

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

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

#### 2.1.3 GIS Analyst 3

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

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

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

Promotions for levels 1 to 2 and from 2 to 3 shall be automatic when the time-in-service and certifications/education requirements are met or with appropriate certifications/experience as identified by the employer.

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

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

Experience –

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

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

### 2.2.1 GIS Cartographer

Experience –

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

### 2.2.2 GIS Technical Coordinator

Experience –

- A. Minimum three-years full time professional level experience (as defined above) and,
- B. Minimum one-year full time global positioning systems (GPS) education, training, and experience (as defined above).
- C. Thirty-six (36) months as a GIS Cartographer with the employer or 0-36 months with appropriate certifications/experience as identified by the employer.

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

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

## 3.0 GIS MISCELLANEOUS PROVISIONS

- 3.1 Certification also includes: Software & Hardware Experience– Experience in the use and application of ESRI GIS software, using personal computers, and related mapping hardware and software.
- 3.2 GIS Temporary Employment – Periodically, it is necessary for the GIS Division to hire temporary employees to staff work activities that are undertaken. For such temporary employment, any one (1) employee in the Public Works Department shall not exceed one thousand forty (1,040) hours in any calendar year (January 1 through December 31).
- 3.3 GIS Project Positions – Periodically, it is necessary for the IS Division to hire full time project employees to staff temporary projects that are undertaken. Project employees shall be hired pursuant to Section 23 of the current contract with AFSCME Local 1341. When it is

necessary to hire project employees, they will be provided with all County benefits in accordance with the provisions established in this Collective Bargaining Agreement and Memorandum of Understanding between the County and the Union. These benefits will be provided according to and as recognized and honored in the Union/Employer Relations and Rights established within this Contract, with the following exception:

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

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

## APPENDIX E FLEET SERVICES

### 1.0 MECHANIC (HEAVY EQUIPMENT)

Employees classified as Mechanic – Heavy equipment shall be contained with the adopted job descriptions.

### 2.0 MECHANIC (AUTOMOTIVE)

Employees classified as Mechanic – Automotive shall be contained with the adopted job descriptions.

Mechanic Lead	Same as Mechanic Journey 2. Position will be based on technical qualifications, leadership skills and will be determined at the discretion of Management as the position becomes available.
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### 3.0 Tools and Clothing

3.1 Each Mechanic 1 Mechanic Journey 1, 2, and Lead shall maintain a current, personally owned inventory of mechanics tools (up to 1-1/8 inch and metric equivalent) reasonably sufficient to adequately perform their job duties, and shall supply a copy of the tool inventory to the Fleet Services Manager between January 1 and January 15 of each calendar year. No later than January 30, the Fleet Services Manager shall notify the employee of any deficiencies which shall be corrected no later than ninety (90) days thereafter.

3.1.1.1 All specialty tools and anything larger than (1-1/8 inch and equivalent metric) needed to perform their duties will be provided by the county.

3.1.1.2 Replacement of broken or lost personal tools will be with prior approval from the Shop Supervisor or Fleet Manager.

3.1.1.3 Non-repairable air tools will be replaced by the County with prior approval from the Fleet Manager.

3.2 A three-hundred-dollar (\$300.00) boot stipend will be provided annually to each Mechanic to be used to purchase boots which must be worn on the job. Foot protection shall meet the OSHA or ANSI standards for crush/penetration protection and comply with WAC 296-155-212 and WAC 296-800-16060 and other Employer policies. The employer may provide the stipend to a probationary employee prior to the completion of their probationary period, under the condition that if the employee does not complete their probationary period, they must reimburse the Employer for the stipend, which may be taken as a payroll deduction from their final paycheck.

3.3 The Employer shall furnish rain gear. The rain gear shall be replaced only on an as-needed basis as determined by the Shop Supervisor or Fleet Manager.

3.4 In January of each calendar year of this contract, each Mechanic shall receive a seven-hundred fifty dollar (\$750.00) per year stipend to purchase any tools required to work on new and updated equipment.

4.0 Central Shop Supervisor

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

# **MEMORANDUM OF UNDERSTANDING**

**Between Lewis County**

**And**

**The Washington State Council of County and City Employees Union,  
Council 2, Local 1341**

The proposed Standby requirements provide for specific working conditions and response times that must be met by Lewis County utilities staff who are qualified and designated for response to after-hours emergencies at Lewis County owned and operated water utilities. There is a moderate increase to the daily rate employees will be compensated for being available for these after-hours calls.

Standby is defined as that period of time outside the normal scheduled work shift, in which the employee is required to be within immediate reach for contact by phone and be ready to report for work immediately to perform emergency services. Standby duty shall not count as time worked for purposes of computing overtime.

## **WORK UNITS COVERED**

Public Works owned and operated Water Utilities

## **ASSIGNMENT**

Assignment time-periods are at the sole discretion of the supervisor or manager and may change as long as written notice is provided fourteen (14) calendar days prior to the effective date of the change. A change in any time-period is non-appealable and cannot be grieved as long as the said fourteen (14) day written notice has been properly provided to the affected AFSCME Local 1341 employees.

Standby personnel are required to document both the time the callout was received and the time they arrive to the reported location. If the employee who is scheduled to be on Standby is unable to respond to the reported location within forty-five (45) minutes from the time they receive the callout, they must document both the time they arrived on-site and the time they notified the supervisor of the delay.

## **ELIGIBILITY**

Employees who wish to be considered for standby shall meet the following qualifications;

- Must be willing to agree to be on a standby list and commit to a one (1) week standby shift. The standby list will be on weekly rotation.
- Must be certified as a WTPO 2 or higher as well as obtain a Water Distribution certification or higher level and approved by the Water Utilities Supervisor with concurrence from the Public Works Director.

## **PERFORMANCE OF DUTIES**

Standby personnel must be able to perform their duties as required under the Lewis County Drug and Alcohol Policy and be fit for duty. Employees designated for Standby duty may not be impaired or under the influence of alcohol or illegal drugs, controlled substances without a valid prescription; or controlled substances with a valid prescription, which render the employee unable to appropriately perform the employee's Standby duties.

## **CELL PHONE**

While on Standby the employee will be issued a county cell phone for use during the Standby assignment. It is the responsibility of the employee to ensure the phone is operational.

## **RESPONSE TIME**

While on Standby, the employee must be able to be on-scene within forty-five (45) minutes of acknowledging the initial call.

An employee who is unable to be on-scene within the prescribed time must contact the Water Utilities Supervisor or designee no less than fifteen (15) minutes before the forty-five (45) minute mark to explain what has caused or is causing the delay. If an unknown circumstance arises after the fifteen (15) minute window, the employee shall immediately notify the supervisor of the cause for the delay.

## **EXCEPTIONS**

Troubleshooting the issue remotely for up to 15 minutes. If the problem cannot be resolved in 15 minutes from the initial callout, an employee on Standby is expected to respond to the reported location immediately. The employee may elect to not troubleshoot and respond immediately.

Operational system changes not related to failures are not considered "callouts" and can be resolved remotely. Accordingly, these tasks may extend beyond the fifteen (15) minute troubleshooting timeframe. As such, the time accrued to resolve these operational system changes would be reflected in fifteen (15) minutes increments on the applicable timesheet. The employee may elect to not troubleshoot and respond immediately.

In the event troubleshoot does not lead to resolution of the issue(s) and requires contacting the main water operator, the main operator shall follow the guidelines as defined in section 20.5 Call Back Time of the Collective Bargaining Agreement between Lewis County Department of Public Works and Lewis County Development of Community Development and Local 1341 Washington State Council of County and City Employees AFSCME.

All callouts related to water quality and disinfection, low water in the reservoir, and infrastructure failures require immediate response to the reported location. In these instances, these become call-outs, the employee will no longer be on stand-by time, and they will follow the guidelines as defined in Section 20.5 Call Time of the Agreement by and Between Lewis

County Department of Public Works and Lewis County Development of Community  
Development and Local 1341 Washington State Council of County and City Employees AFSCME,  
AFL-CIO, 2020 – 2022.

## **COMPENSATION**

Effective upon approval by the Board of County Commissioners, each employee who serves a standby duty shall be compensated as described below;

- \$30 per standby duty on weekdays (M-F)
- \$60 per standby duty on Saturday and Sunday
- \$75 per standby duty on Lewis County recognized holidays

### **Weekday Standby Duty\***

- 4:00 pm Monday – 7:00 am Tuesday
- 4:00 pm Tuesday – 7:00 am Wednesday
- 4:00 pm Wednesday – 7:00 am Thursday
- 4:00 pm Thursday – 7:00 am Friday

\*Note: The weekday standby times are based on the main operator's regular work schedule, if it varies from the 7:00 am to 4:00 pm as shown in this memorandum, the standby times can be adjusted accordingly to reflect the times the primary operator is "off-duty".

### **Weekend Standby Duty**

- 4:00 pm Friday – 7:00 am Sunday
- 7:00 am Sunday – 7:00 am Monday

Standby time shall be tracked in accordance with the Lewis County timekeeping policy. Standby compensation will be paid accordingly and included in the employees regular paycheck on the 10<sup>th</sup> and 25<sup>th</sup> of each month.

## **TRADES OR REPLACEMENT FOR STANDBY ASSIGNMENT**

An employee who wishes to trade or seek a replacement for a scheduled standby assignment must obtain written acceptance of the assignment from the employee filling in for the shift. It is the responsibility of the employee originally assigned the standby to provide management with the written acceptance of the trade from the other employee a minimum of twenty four (24) hours prior to the standby period beginning. The notification must include the date or dates that have been traded or taken. The forwarding of an email or text message is sufficient to document the acceptance of a change, and the supervisor or manager shall acknowledge receipt of the communication via a written response (e.g., "OK", "Got it", etc.)

If the employee on standby has an emergency and cannot fulfill their standby responsibilities, it is the employee's responsibility to notify management immediately by phone or email, so adequate coverage can be maintained. The employee will not receive standby pay and

depending on the circumstances, may be required to submit justification/documentation of said emergency.

**DISCIPLINARY ACTION**



Based on individual circumstances, failure to comply with one or more of the provisions noted above or any other policy or procedure of the agency may lead to disciplinary action according to Article 6 Employee Discipline and Discharge.

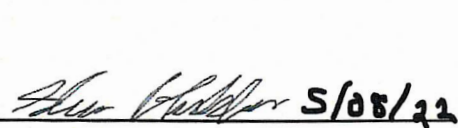
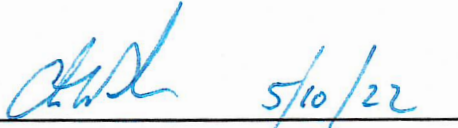
**TERM**

The terms and conditions of this memorandum become effective upon approval by the Lewis County Board of County Commissioners. The terms of this MOU shall be reviewed on an annual basis. In the event a change in the work warrants review of this MOU, such as a change or increase in staffing levels, upgrade of equipment, building, infrastructure and related equipment, or other changes in which "stand-by" status is no longer needed, the County shall provide a thirty (30) days' notice to terminate this MOU.

**RE-OPENER**

If both parties are mutually agreeable, the terms and conditions of this agreement can be re-opened for discussion and/or modification.

X		X	
	_____ Larry Clark Staff Representative		_____ Josh Metcalf Public Works Director

X		X	
	_____ Shane Hulstein Union Board President		_____ Chris Panush Director HR/Risk/PDR