

MEMORANDUM OF UNDERSTANDING
Between Lewis County, AFSCME, and Teamsters 252

This Memorandum of Understanding ("MOU") is entered into this ^{20th} day of December, 2024, by and between Lewis County (hereinafter referred to as "County"), American Federation of State, County, and Municipal Employees (hereinafter referred to as "AFSCME"), and Teamsters Local 252 (hereinafter referred to as "Teamsters"), and Smokey Padgett (hereinafter referred to as "Padgett" or "Employee"). Collectively, these entities are known as the "Parties." The purpose of this MOU is to outline the understanding between the Parties regarding the representation and seniority status of the Building Inspector position with a Code Enforcement specialization ("Building Inspector - Code Enforcement") (Job Description Attached).

Recitals:

- Due to a budgetary shortfall and the need to reorganize at the County, the Code Compliance Specialist position in the Teamsters bargaining unit will be eliminated effective January 1, 2025, to ensure that the County's operations remain efficient and responsive while addressing budgetary constraints for the 2025 fiscal year;
- The employee in the Code Compliance Specialist position is Smokey Padgett in Public Health & Social Services;
- The duties of and the Code Compliance Specialist position were reorganized from Public Health & Social Services into the Department of Community Development and adopted as a Building Inspector - Code Enforcement;
- The Building Inspector - Code Enforcement position was included in the AFSCME bargaining unit; however, the Parties wish to allow the Building Inspector - Code Enforcement to remain in the Teamsters Bargaining unit until such time as Padgett vacates the position;
- The effective date of this MOU is January 1, 2025.

The Parties agree as follows:

1. Position Classification and Teamsters Representation

The Building Inspector position with a Code Enforcement specialization shall remain within the Teamsters bargaining unit as long as Padgett continues to hold the position as a member of Teamsters with his rate of pay, seniority, and terms and conditions of employment covered under the Teamsters CBA.

2. "Grandfathering" of Employee

In lieu of layoff and per County Personnel Policy and the Parties' CBAs, Padgett as the incumbent in the Building Inspector position with Code Enforcement duties will be appointed to the Building Inspector - Code Enforcement position and "grandfathered" into the Combined group in the Department of Community Development. This position will have Building Inspector duties as part of its responsibilities. Employee will maintain his current role, grow professionally, continue to fulfill his duties for code enforcement with the additional Building Inspector duties under the terms of the Teamster CBA and any successor CBA. The Parties waive any contractual job posting requirements (internal or external) for this position because this is an appointment in lieu of layoff. However,

once the Building Inspector- Code Enforcement becomes vacant, the applicable contractual posting requirements shall apply.

3. Trial Period

Per the Teamsters CBA, Padgett shall have a 13-week trial period to ensure that he is able to perform the work duties, as described in the attached job description. Padgett's supervisor shall conduct performance reviews at 30, 60 and 90 days from the transfer date to ensure progression of training and execution of duties.

4. Expiration of the MOU

This MOU shall remain in effect until Padgett no longer occupies the position. Upon Padgett's departure from the position, this MOU shall automatically expire, and the terms herein shall no longer apply, and the position Building Inspector- Code Enforcement shall revert to the AFSCME bargaining unit.

5. Effect on Bargaining Units

The parties acknowledge that this agreement does not alter or supersede the existing collective bargaining agreements between the County, AFSCME, and Teamsters. The status of other employees within these bargaining units remains unaffected by the changes described in this MOU.

6. Agreement Termination

This MOU shall be subject to termination upon mutual agreement by all parties or upon the occurrence of the conditions stated in Paragraph 4.

7. Non-Precedent Setting

No party shall rely on this MOU as precedent setting or past practice regarding layoff, transfer, jurisdiction, or bargaining unit definition.

Signatures

This MOU reflects the mutual understanding of the parties and is executed by the duly authorized representatives of the parties on the dates below.

For Lewis County:



[Scott Brummer, Chair]

Date: 1-13-25

For Teamsters Local 252:



[Rob DeRosa, Senior Business Agent, Teamsters Local No. 252]

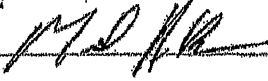
Date: 12/24/2024



[Brian Blaisdell, Secretary/Treasurer, Teamsters Local No. 252]

Date: 1-6-25

For AFSCME:



[Mike Boyer, Staff Representative, WSCCQE/AFSCME Council 2]

Date: 12/20/24

Employee



[Smokey Padgett, Building Inspector - Code Enforcement]

Date: 1-6-25