

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



TEAMSTERS LOCAL UNION #252

AND

LEWIS COUNTY ASSESSOR'S OFFICE

September 1, 2022- December 31, 2025

RATIFICATION – 8/2/2022

1.	INTRODUCTION	1
1.1	Preamble	1
1.2	Purpose.....	1
2.	RECOGNITION	1
2.1	Scope of Bargaining Unit.....	1
3.	UNION SECURITY	2
3.1	Membership Requirement.....	2
3.2	Check Off of Union Dues and Initiation.....	3
3.3	D.R.I.V.E. Check off	3
3.4	Indemnification for Employer Compliance	3
4	MANAGEMENT RIGHTS	3
4.1	Customary Functions	3
5	EMPLOYMENT POLICIES	5
5.1	Civil Liability.....	5
5.2	Change of Job Classifications.....	5
5.3	Vehicle Policy.....	6
5.4	Jury Duty.....	6
5.5	Leave of Absences	6
5.6	Investigations	7
5.7	Personnel Files	8
5.8	Job Descriptions.....	8
5.9	Sexual Harassment.....	9
5.10	Training.....	9
5.11	Shop Steward & Negotiating Committee	10
5.12	Volunteer Limitations	10
5.13	Training Opportunities.....	10
5.14	No Strike Clause	11
5.15	Sub-Contracting	12
6.	COMPENSABLE HOURS.....	12
6.1	Hours of Work	12
6.2	Overtime	13
6.3	Working Out of Classification.....	13
6.4	Compensatory Time.....	13
6.5	Call Time	14
6.6	Rest & Lunch Breaks	14
7	EMPLOYEE BENEFITS.....	15
7.1	Benefit Eligibility.....	15

7.2	Holidays	15
7.3	Vacation	16
7.4	Vacation Transfer.....	17
7.5	Health and Welfare	17
7.6	Bereavement Leave.....	19
7.7	Sick Leave.....	19
7.8	Educational Reimbursement	21
7.9	Longevity	22
7.10	Immunization	22
7.11	Boot and Workwear Allowance.....	23
8	EMPLOYEE DISCIPLINE	23
8.1	Just Cause.....	23
8.2	Types of Discipline.....	23
8.3	Appeals of Discipline.....	24
9	GRIEVANCE PROCEDURE.....	24
9.1	Purpose and Scope	24
9.2	Time Limits.....	24
9.3	Processing Steps.....	25
9.4	Arbitration.....	25
10	EMPLOYEE COMPENSATION	26
10.1	Classifications & Salary Schedule	26
10.2	Pay Day.....	26
11	SENIORITY	26
11.1	Seniority Standing.....	26
12	REDUCTION IN FORCE	27
12.1	Voluntary Reduction of Hours.....	27
12.2	Mandatory Reduction of Hours	26
12.3	Lay Off Procedure.....	27
13	SEVERABILITY	29
13.1	Severability	29
14	DURATION OF AGREEMENT	29
15	APPENDIX A - SENIORITY DATES	31
16	APPENDIX B - CLASSIFICATIONS AND SALARY SCHEDULE.....	32
16.1	Classifications and Salary Grades.....	32
16.2	2022-2025 Wage Adjustments.....	33

1. INTRODUCTION

1.1 Preamble

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

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

1.2 Purpose

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

2. RECOGNITION

2.1 Scope of Bargaining Unit

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

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

- a)** Full-Time Employee. A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.
- b)** Part-Time Employee. A part-time employee shall be defined as an employee who regularly works less than forty (40) hours each week.
- c)** Probationary Employee. A probationary employee shall be defined as 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.

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

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

3. UNION SECURITY

3.1 Membership Requirement

3.1.1 Membership or non-membership in the Union shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. In furtherance of this goal, the Union shall have up to a thirty (30) minute orientation with new employees during the employees' work hours at which time the Union shall explain and do the following:

a) It is the designated exclusive representative for all employees covered under the Collective Bargaining Agreement;

b) Membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union will it collect fees;

c) The rights and benefits that the employee would forgo by being a non-member; and

d) Provide the employee with all necessary paperwork to inform the Union of its decisions—member or non-membership.

3.2 Check Off of Union Dues and Initiation

3.2.1 Should an employee clearly and affirmatively consent to joining the Union and authorizes deduction of dues, such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Union and County. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

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

3.3.1 All employee-members may make voluntary contributions independently of all union dues to the D.R.I.V.E. (Democrat, Republican, Independent Voter Education) political action committee. The Union shall advise its members of this voluntary contribution opportunity.

3.3.2 Should the employee elect to voluntarily make such contribution, the Employer, at the time the Employer's computerized financial software is able to facilitate authorized voluntary deductions, agrees to deduct from the paycheck of all employees covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to D.R.I.V.E.

3.3.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a bi-monthly basis, in two (2) checks, half of the total monthly amount deducted along with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's pay check.

3.4 Indemnification for Employer Compliance

3.4.1 Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4 MANAGEMENT RIGHTS

4.1 Customary Functions

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

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

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

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

in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.1.3 Employer Options. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment and the assignment of employees to specific jobs within the bargaining unit. Such Employer rights are restricted only to the extent of an express provision of this Agreement or by a specific provision of applicable Washington State or federal law.

4.1.4 Performance Standards. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

5 EMPLOYMENT POLICIES

5.1 Civil Liability

5.1.1 An employee's (or their marital community) right to legal representation and/or indemnification in claims arising out of his or her performance of official County duties shall be governed by County Resolution 19-167.

5.2 Change of Job Classifications

5.2.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, the following posting requirements shall apply in order to solicit qualified applicants from its respective unit;

- a)** A notice of such opening shall be posted on all bargaining unit employee bulletin boards, for five (5) working days. Such notice shall contain the specific job classification and the criteria required for application to the position.
- b)** All job openings shall be made available to the employees of the bargaining unit unless no current employee possesses the minimum qualifications or no bargaining unit employee applies. In such case, the vacant position may be advertised outside of the applicable bargaining unit.
- c)** In the event, the Employer has a reasonable belief that no one in the bargaining unit possesses the required qualifications for the available position, the Employer may simultaneously advertise the position outside of the

bargaining unit during the required posting period, however, the simultaneous posting does not relieve the Employer of its obligations imposed by this provision relative to making the position(s) available to employees within bargaining unit for those applicants who unexpectedly apply and meet the required qualifications for such position.

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

5.2.3 Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification.

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

5.2.5 A written and/or oral examination may be required for all promotional or vacant positions. The weight of scoring of the oral and/or written examinations shall be determined by the Employer and/or designee, however, the weight given to each section of the examination shall be posted at the time the job announcement is made. The minimum qualifications for the promotional or vacant position shall not be arbitrarily reduced after applications have been taken and examinations have been conducted. In the event the minimum qualifications are reduced, the application process shall be reopened using the reduced qualifications.

5.3 Vehicle Policy

5.3.1 Vehicle use shall be in compliance with:
County Vehicle Use Policy 4.300 and 4.310,
County Vehicle Use Procedures 4.300 and 4.310,
County Vehicle Use Terms 4.300A

5.4 Jury Duty

5.4.1 An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation, including mileage, received by the employee from the court for performing such service shall be retained by the employee.

5.5 Leave of Absences

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

Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

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

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

5.5.4 Family and Medical Leave. An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution. The employee shall be entitled to either the provisions of the County Resolution or the Family and Medical Leave Act, whichever provides the employee the greater benefit.

5.5.5 Washington State Paid Family and Medical Leave. The Employer shall comply with requirements relating to Washington State Paid Family and Medical Leave in accordance with state law. Beginning January 1, 2020 the employee and employer shares of the WSPFML (Washington State Paid Family & Medical Leave) tax shall reflect the amount prescribed by the State. The employee share of the premiums will be withheld by the Employer and forwarded to the State in accordance with state law.

5.6 Investigations

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

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

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

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

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

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

5.7 Personnel Files

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

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

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

5.8 Job Descriptions

5.8.1 The Employer shall be required to provide job descriptions for each employee classification of the department. Such job descriptions shall not be considered valid unless dated and adopted by signature of the authorized Employer representative. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications. The Employer shall provide the Union with written notice of a modification to any existing, or adoption of any new, job description at least fifteen (15) days prior to intended implementation date. Such notification shall include the

specific modification made or the entire text of the new job description, whichever is applicable and the proposed or existing compensation for such position.

5.9 Sexual Harassment

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

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

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

5.10 Training

5.10.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed by the Employer and/or his designee. All travel time for employees commuting to training outside of the employee's normal portal-to-portal travel shall be paid at the employee's applicable rate of pay.

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

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

5.10.4 The Employer will provide all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training including transportation, meal, and lodging costs, and, if necessary, the costs of one challenge to a course not passed by the employee; provided, however, that the Employer will not pay the costs of or compensate employees for the time required to take the same training course more than once absent a statutory requirement that the employee repeat a course previously taken; and provided further that the Elected Official supervising the employee may, in his or her sole discretion, authorize exceptions to this policy.

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

- a) Attendance is outside the employee's regular working hours; and
- b) Attendance is in fact voluntary. It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing; and
- c) The employee does not perform productive work during such attendance; and
- d) The program, lecture, or meeting is not directly related to the employee's job.

5.11 Shop Steward & Negotiating Committee

5.11.1 Not more than two (2) bargaining unit members, consisting of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations on Employer paid time. Provided, however, no such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or his designee, to the public would be interrupted or withheld. The Employer may request that negotiations be conducted on a "split time" basis, half on Employer paid time and half on the employee's non-paid time and such request would be honored provided that advance written notice is provided to the Union.

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

5.12 Volunteer Limitations

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

5.13 Training Opportunities

5.13.1 Employees shall be given information concerning training opportunities by postings placed on the Employee Bulletin Board located in the conference/lunchroom. The postings will include information concerning the name of the class, location of the class, date, cost and number of credit hours earned.

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

5.13.3 Employees shall be given a written approval or denial of a request for training opportunities after a review of budget limitations, requirements needed to maintain

accreditation, promotional opportunities, and training required to maintain or enhance present positions.

5.14 No Strike Clause

5.14.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

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

5.14.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, or participate in any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted) boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union and the employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of work duty.

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

5.14.5 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.

5.14.6 In the event the Employer and/or his designee determines that a breach of any of the foregoing provisions has occurred, the Employer and/or his designee shall, as soon as possible, attempt to notify the Union of the alleged breach.

5.15 Sub-Contracting

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

- a)** One (1) week (forty (40) hours) of severance pay at the employee's applicable hourly rate of pay for each twelve (12) months of service with Lewis County. The minimum severance payment shall be one week (forty (40) hours) at the employee's applicable hourly rate of pay to a maximum of twelve (12) weeks.
- b)** Additional Health & Welfare contributions are tied directly to the amount of severance pay an employee is eligible for in the following manner:

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

6. COMPENSABLE HOURS

6.1 Hours of Work

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

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

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

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

6.2 Overtime

6.2.1 Compensable paid hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this agreement. All overtime, shall be pre-authorized by the Employer.

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

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

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

6.3 Working Out of Classification

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

6.3.2 It shall be the employee's responsibility to notify the employer of the claim for this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within thirty (30) calendar days of the time of accrual shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing de minimus tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

6.4 Compensatory Time

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

a) An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time. Compensatory time is cumulative from year to

year to the aforementioned maximum. Compensatory time accrued in excess of the maximum shall be cashed at the employee's straight time hourly rate of pay.

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

c) Compensatory time off may be utilized in one- (1) hour or greater increments. Compensatory time off shall be scheduled with the approval of the Employer.

d) The Employer shall make available an employee's compensatory time total upon reasonable request of the employee.

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

6.5 Call Time

6.5.1 There will be a guarantee of two (2) hours pay from time of call-in service. Such compensable time shall commence at the time of the call and end at the time the employee returns home. Time worked in excess of the aforementioned two (2) hour period shall be paid for the actual time worked at the employee's applicable hourly rate of pay. Such minimum guarantee shall not apply to those hours that are contiguous with the employee's normal work hours.

6.6 Rest & Lunch Breaks

6.6.1 An employee shall be permitted an Employer paid fifteen (15) minute rest break for each half day work period. Rest breaks shall be scheduled as near as possible to the midpoint of each half day work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift.

6.6.2 An employee, during the approximate midpoint of his/her shift, shall be entitled to either a one-half (½) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment.

6.6.3 If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee

shall be compensated at the employee's applicable rate of pay or allowed additional time for lunch.

7 EMPLOYEE BENEFITS

7.1 Benefit Eligibility

7.1.1 Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; employees with less than twenty-eight (28) compensable hours per month shall accrue no benefits.

7.2 Holidays

7.2.1 The Employer and employees shall recognize eleven (11) holidays:

New Year's Day.	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in Nov.
Day after Thanksgiving	November
Christmas Day.	December 25
Personal Day	Vacation Credit

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

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

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

7.3 Vacation

7.3.1 All regular full-time employees shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

Months of County Service	Accrual Rate Hours Per Month	Accrual Rate Hours Per Year
0-12	8.50	102
13-24	9.00	108
25-36	9.50	114
37-48	10.00	120
49-60	11.00	132
61-72	11.00	132
73-84	11.50	138
85-96	12.00	144
97-108	12.50	150
109-120	13.00	156
121-132	13.00	156
133-144	13.50	162
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	15.00	180
193-204	15.50	186
205-216	16.00	192
217-228	16.50	198
229+	17.00	204

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

7.3.3 Once scheduled, an employee’s vacation shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term “emergency” shall not include Employer scheduling errors or the payment of overtime to fill vacant shifts.

7.3.4 Annual leave may be accrued to a maximum of three hundred twenty (320) hours. An employee who, separates from service shall be paid at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

7.3.5 In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or his designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay.

7.3.6 In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or his designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages.

7.3.7 Any vacation request will be approved or denied by the Employer no more than ten (10) working days after receipt of the request, or forty five (45) days prior to the requested day(s) off, whichever comes later. If approved by the Employer, no priority shall be granted on the basis of seniority as to any subsequently received request(s). In addition, as to positions where there are four (4) or fewer current employees, if a request is approved, then it is understood that no other request for that same period will be approved.

7.4 Vacation Transfer

7.4.1 Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County policy.

7.5 Health and Welfare

7.5.1 Effective January 1, 2022, the Employer contributed one thousand two hundred eighty three dollars and forty five cents (\$1,283.45) towards premiums for insurance enumerated in Section 7.5.2. The Employer agrees to increase their portion of premium contribution for the 2023 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2022 employer contribution. The additional employer contributions for the 2023 payroll shall be included on any 2022 payroll that includes the new 2023 rates. The Employer agrees to increase their portion of premium contribution for the 2024 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2023 employer contribution. The additional employer contributions for the 2024 payroll shall be included on any 2023 payroll that includes the new 2024 rates. The Employer agrees to increase their portion of premium contribution for the 2025 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2024 employer contribution. The additional employer contributions for the 2025 payroll shall be included on any 2024 payroll that includes the new 2025 rates.

The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

For the purposes of determining benefit eligibility, compensable hours shall not include severance pay or any cash-out of an employee's accrued annual leave or accrued sick leave that is payable upon termination of employment.

7.5.2 Effective January 1, 2023 the Employer shall pay to the Washington Teamster Welfare Trust, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the amounts required for the following plans:

WTWT Insurance Coverage	Rates as of 01/01/22
Medical- Plan Z	\$1,227.50
Time Loss – B	\$ 11.00
9 Month Waiver of Premium	\$ 11.40
Dental – Plan A	\$ 120.50
Vision - Plan EXT	\$ 17.10

7.5.3 Effective January 1, 2023 the Employer shall contribute the amounts required on a monthly basis to the Washington Counties Insurance fund for each eligible employee who is employed during the current calendar month. Employees shall be allowed to increase coverage for self or dependent at the employee's expense, such additional premiums shall be paid in full by the employee and not subject to the Employer cap.

WCIF – Standard Insurance	Rates as of 01/01/22
Employee Life	\$ 2.20

7.5.3 Effective January 1, 2023, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Co. of Portland Oregon for each eligible employee who is employed during the current calendar month.

Standard Insurance Co.	Rate as of 01/01/22
Short Term Disability	\$ 2.85

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

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

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

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

7.5.8 It is parties' mutual intent that by virtue of this agreement, the Employer's contribution towards all the employee benefits described hereinabove shall at no time exceed the sums outlined in 7.5.1 above.

7.6 Bereavement Leave

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

7.6.2 An employee shall be allowed to utilize up to three (3) sick leave days for bereavement in the case of death of a member of the employee's "immediate family." "Immediate Family" shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, brother, sister, child, or grandchild, and any other person who is a non-pecuniary resident of the employee's household.

7.7 Sick Leave

7.7.1 With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. When an employee has accrued sick leave in excess of thirteen hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to thirteen hundred twenty (1320) hours as of the first (1st) day of January of each calendar year.

7.7.2 Part-time employees shall accrue monthly sick leave in the same manner as set forth above, except that a part-time employee's monthly accrual of sick leave shall be reduced in proportion to the number of hours worked by the part-time employee compared to the number of hours worked by a full-time employee. By way of example

only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours sick leave.

7.7.3 Sick leave may be used in one quarter ($\frac{1}{4}$) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness. An employee's sick leave cumulative accrual shall be posted within fourteen (14) days of the end of the calendar month.

7.7.4 Employees accruing sick leave shall be allowed to use their accrued sick leave for personal illness or for illness in their immediate family requiring the employee's attendance, in accordance with the terms hereof, state law, and/or federal law. "Immediate family" is defined as persons related by blood, marriage, or legal adoption and includes only: grandparents, parents (including biological, adoptive, de facto, or foster, step, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child), the employee's spouse or registered domestic partner, brothers, sisters, children (including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), grandchildren, mother-in-law, father-in-law, and any person who is a non-pecuniary resident of the employee's household.

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

7.7.6 Employees on leave for an occupational injury or illness shall be allowed to supplement their time loss payment with accrued sick leave up to one hundred percent (100%) of the employees' regular salary.

7.7.7 An employee who becomes ill while on vacation and requires medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes to the Employer documentation issued by a health care provider.

7.7.8 Employees who transfer between departments of Lewis County shall be entitled to transfer accrued leave to succeeding County offices or departments.

7.7.9 At the time of separation from service, an eligible employee, except temporary, probationary, or just cause termination shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in active service the employee's estate shall receive the same benefit. In the event that an employee is re-hired by the County within 12 months of having terminated employment with the County, the number of hours which would be equivalent to the dollar value of any previous sick leave cash out shall not 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. In addition, any sick leave hours restored to a re-hired employee shall be accounted for

separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.

7.8 Educational Reimbursement

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

7.8.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Elected Official. Such approval shall be at the sole discretion of the Elected Official.

7.8.3 An employee requesting tuition reimbursement must submit a written application showing:

- a) the course curriculum description;
- b) dates and times of classes;
- c) duration of the course;
- d) narrative statement of how the course will benefit the Employer as well as the employee.

7.8.4 If an employee's application is approved, the reimbursement will be for tuition only if and when:

- a) the course is completed within six (6) months of approval;
- b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

7.8.5 An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last paycheck issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

7.8.6 Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

7.9 Longevity

7.9.1 For each year of continuous service, beginning with the eighty-fifth (85th) month with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below;

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

And an additional six dollars (\$6.00) per month for each year after ten.

Effective January 1, 2023 the longevity shall be as follows:

After seven (7) years	\$42.00 per month
After eight (8) years	\$48.00 per month
After nine (9) years	\$54.00 per month
After ten (10) years	\$100.00 per month

And an additional ten dollars (\$10.00) per month for each year after ten.

7.10 Immunization

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

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

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

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

7.11 Boot and Workwear Allowance

7.11.1 An allowance for work-related boot and workwear for appraisal staff in the field. The amount shall be up to two hundred dollars (\$200.00) per year per employee pursuant to office policy as determined by the Elected Assessor.

8 EMPLOYEE DISCIPLINE

8.1 Just Cause

8.1.1 All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to new hire probationary employees, whose employment is strictly “at will.”

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

8.2 Types of Discipline

8.2.1 Nothing within this provision shall be construed to limit the Employer’s ability to impose administrative leave as a precursor to possible disciplinary action. Listed, but without limitation, the forms of discipline shall generally include the following:

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

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

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

8.2.5 Suspension. This form of discipline is generally administered as a result of a violation after the employee has received a written warning and has not adequately improved or corrected performance, or after commission of a serious act of misconduct. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee’s personnel file and a copy provided to the employee.

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

8.3 Appeals of Discipline

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

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

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

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

9 GRIEVANCE PROCEDURE

9.1 Purpose and Scope

9.1.1 For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This procedure shall also apply to any dispute requiring a determination of an alleged overpayment or underpayment of wages. This grievance procedure shall be the exclusive means for resolving such grievances.

9.2 Time Limits

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

9.3 Processing Steps

9.3.1 Step One. The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Chief Deputy for the office in which the aggrieved employee works within fourteen (14) calendar days of the date the employee knew or reasonably should have had knowledge of the event(s) giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Chief Deputy shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

9.3.2 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Chief Deputy's response, submit the grievance in writing to the Elected Official responsible for the office in which the employee works. The Elected Official shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

9.3.3 Step Three. Should Step Two fail to resolve the grievance, the Union shall within fourteen (14) calendar days after the Union's receipt of the Elected Official's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

9.4 Arbitration

9.4.1 Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission ("PERC"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

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

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

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

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

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

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

10 EMPLOYEE COMPENSATION

10.1 Classifications & Salary Schedule

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

10.1.2 As the Employer has the right to start new employees on a salary step higher than Step A, the employee's seniority date may not coincide with that employee's placement on the salary schedule. The advance of an employee on the salary schedule shall be determined by the appropriate language set forth in applicable appendixes.

10.2 Pay Day

10.2.1 The pay day for all work performed from the first (1st) of the month through the fifteenth (15th) of the calendar month shall be paid on the twenty fifth (25th). The pay day for all work performed from the sixteenth (16th) of the calendar month until the last calendar day of the month shall be paid on the tenth (10th) of the subsequent month. Should the tenth (10th) or twenty fifth (25th, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the tenth (10th) or the twenty fifth (25th). Earned overtime shall be subject to payment at the pay date in which such overtime was earned.

11 SENIORITY

11.1 Seniority Standing

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

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

11.1.3 Accrual dates: Employees hired between the first (1st) and fifteenth (15th) shall have an accrual date of the first (1st). Employees hired between the sixteenth (16th) and the last day of the month, shall have an accrual date of the sixteenth (16th).

12 REDUCTION IN FORCE

12.1 Voluntary Reduction of Hours

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

12.2 Mandatory Reduction of Hours

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

12.3 Lay Off Procedure

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

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

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

- d) Where employees have the same seniority date, ties shall be broken by level of placement on the Employer's hiring list, with the higher list position resulting in the highest seniority placing; and
- e) The employees right of recall shall expire after twenty-four (24) months; and
- f) While on layoff status it shall be the responsibility of the employee to keep the Employer apprised of his or her current address; and
- g) An employee who is laid off shall not suffer a loss of seniority during the term of the layoff;
- h) Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date; and
- i) An employee shall be placed on the salary range of the classification to which they have bumped and shall be placed at a step that commensurate with the employee's years of service with the Employer.

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

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

13 SEVERABILITY

13.1 SEVERABILITY

13.1.1 Any portion of this Agreement which is held by a competent tribunal to be invalid or otherwise unenforceable, or any portion which is rendered so by operation of law, shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law which prohibits, renders void, or makes any provision of this Agreement unenforceable. If the invalidity of any portion of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

14 DURATION OF AGREEMENT

14.1 This Agreement shall be effective September 1, 2022 and shall remain in full force and effect until the 31st day of December, 2025.

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

Signed and dated this ____ day of August, 2022.

TEAMSTERS UNION LOCAL NO. 252

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Brian Blaisdell, Secretary-Treasurer

Lindsey R. Pollock, DVM, Chair

Rob DeRosa, Sr. Business Agent

Sean D. Swope, Commissioner

F. Lee Grose, Commissioner

LEWIS COUNTY ASSESSOR

Dianne Dorey, Assessor

Attest:

Rieva Lester, Clerk of the Board

15 APPENDIX A - Seniority Dates

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

Assessor Employees	Current Classification	Date of Hire	Benefit Accrual Date
Patrick Woody	Appraiser IV	06/01/92	
Ross Nielsen	Sales Analyst	03/24/15	
Tanya Hahn	Exemptions Clerk – Current Use	04/25/16	
Traci Hall	Personal Property Specialist	12/19/16	
Jake Coppock	Levy & Audit Specialist	05/1/17	
Scott Hamilton	Appraiser II	04/03/18	
Jon “Willy” Vigre	Appraiser I	05/07/19	
Natalie Zion	Mapping Specialist	08/05/19	
Gwen McGearry	Customer Service	08/16/19	
Alexandra Lindsey	Mapping Specialist	09/01/19	
Taylor Rakestraw	Appraiser	07/23/20	
Brandon Rogers	Appraiser	06/01/21	
Ty Kaech	Appraiser	09/01/21	
Leah Kama Vida	GIS Mapping Specialist	09/16/21	
Kevin Fuchs	Mapping Specialist	11/01/21	

16 APPENDIX B - Classifications and Salary Schedule

16.1 Classifications and Salary Grades

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

Assessor Classifications	Salary Grades Effective 04/01/2021
Sales Analyst	123
Appraiser IV	123
Appraiser III Assessment Programs Supervisor Deputy Assessor- Levy & Audit	121
Mapping Specialist Senior	118
Appraiser II	119
Appraiser I Mapping Specialist	117
Deputy Assessor- Exemptions Clerk	116
Deputy Assessor- Customer Service	115

16.2 2020-2022 Wage Adjustment

16.2.1 Effective September 1, 2022, the 2022 Salary Schedule shall be adjusted by two percent (2%).

16.2.2 Effective January 1, 2023, the 2022 Salary Schedule shall be adjusted by four percent (4%).

16.2.3 Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3%).

16.2.4 Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3%).

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



TEAMSTERS LOCAL UNION #252

AND

LEWIS COUNTY ASSESSOR'S OFFICE

September 1, 2022- December 31, 2025

RATIFICATION – 8/2/2022

1.	INTRODUCTION	1
1.1	Preamble	1
1.2	Purpose.....	1
2.	RECOGNITION	1
2.1	Scope of Bargaining Unit.....	1
3.	UNION SECURITY	2
3.1	Membership Requirement.....	2
3.2	Check Off of Union Dues and Initiation.....	3
3.3	D.R.I.V.E. Check off	3
3.4	Indemnification for Employer Compliance	3
4	MANAGEMENT RIGHTS	3
4.1	Customary Functions	3
5	EMPLOYMENT POLICIES	5
5.1	Civil Liability.....	5
5.2	Change of Job Classifications.....	5
5.3	Vehicle Policy.....	6
5.4	Jury Duty.....	6
5.5	Leave of Absences	6
5.6	Investigations	7
5.7	Personnel Files	8
5.8	Job Descriptions.....	8
5.9	Sexual Harassment.....	9
5.10	Training.....	9
5.11	Shop Steward & Negotiating Committee	10
5.12	Volunteer Limitations	10
5.13	Training Opportunities.....	10
5.14	No Strike Clause	11
5.15	Sub-Contracting	12
6.	COMPENSABLE HOURS.....	12
6.1	Hours of Work	12
6.2	Overtime	13
6.3	Working Out of Classification.....	13
6.4	Compensatory Time.....	13
6.5	Call Time	14
6.6	Rest & Lunch Breaks.....	14
7	EMPLOYEE BENEFITS.....	15
7.1	Benefit Eligibility.....	15

7.2	Holidays	15
7.3	Vacation	16
7.4	Vacation Transfer.....	17
7.5	Health and Welfare	17
7.6	Bereavement Leave.....	19
7.7	Sick Leave.....	19
7.8	Educational Reimbursement	21
7.9	Longevity	22
7.10	Immunization	22
7.11	Boot and Workwear Allowance.....	23
8	EMPLOYEE DISCIPLINE	23
8.1	Just Cause.....	23
8.2	Types of Discipline.....	23
8.3	Appeals of Discipline.....	24
9	GRIEVANCE PROCEDURE.....	24
9.1	Purpose and Scope	24
9.2	Time Limits.....	24
9.3	Processing Steps.....	25
9.4	Arbitration.....	25
10	EMPLOYEE COMPENSATION	26
10.1	Classifications & Salary Schedule	26
10.2	Pay Day.....	26
11	SENIORITY	26
11.1	Seniority Standing.....	26
12	REDUCTION IN FORCE	27
12.1	Voluntary Reduction of Hours.....	27
12.2	Mandatory Reduction of Hours	26
12.3	Lay Off Procedure.....	27
13	SEVERABILITY	29
13.1	Severability	29
14	DURATION OF AGREEMENT	29
15	APPENDIX A - SENIORITY DATES	31
16	APPENDIX B - CLASSIFICATIONS AND SALARY SCHEDULE.....	32
16.1	Classifications and Salary Grades.....	32
16.2	2022-2025 Wage Adjustments.....	33

1. INTRODUCTION

1.1 Preamble

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

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

1.2 Purpose

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

2. RECOGNITION

2.1 Scope of Bargaining Unit

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

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

- a)** Full-Time Employee. A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.
- b)** Part-Time Employee. A part-time employee shall be defined as an employee who regularly works less than forty (40) hours each week.
- c)** Probationary Employee. A probationary employee shall be defined as 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.

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

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

3. UNION SECURITY

3.1 Membership Requirement

3.1.1 Membership or non-membership in the Union shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. In furtherance of this goal, the Union shall have up to a thirty (30) minute orientation with new employees during the employees' work hours at which time the Union shall explain and do the following:

a) It is the designated exclusive representative for all employees covered under the Collective Bargaining Agreement;

b) Membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union will it collect fees;

c) The rights and benefits that the employee would forgo by being a non-member; and

d) Provide the employee with all necessary paperwork to inform the Union of its decisions—member or non-membership.

3.2 Check Off of Union Dues and Initiation

3.2.1 Should an employee clearly and affirmatively consent to joining the Union and authorizes deduction of dues, such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Union and County. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

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

3.3.1 All employee-members may make voluntary contributions independently of all union dues to the D.R.I.V.E. (Democrat, Republican, Independent Voter Education) political action committee. The Union shall advise its members of this voluntary contribution opportunity.

3.3.2 Should the employee elect to voluntarily make such contribution, the Employer, at the time the Employer's computerized financial software is able to facilitate authorized voluntary deductions, agrees to deduct from the paycheck of all employees covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to D.R.I.V.E.

3.3.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a bi-monthly basis, in two (2) checks, half of the total monthly amount deducted along with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's pay check.

3.4 Indemnification for Employer Compliance

3.4.1 Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4 MANAGEMENT RIGHTS

4.1 Customary Functions

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

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

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

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

in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.1.3 Employer Options. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment and the assignment of employees to specific jobs within the bargaining unit. Such Employer rights are restricted only to the extent of an express provision of this Agreement or by a specific provision of applicable Washington State or federal law.

4.1.4 Performance Standards. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

5 EMPLOYMENT POLICIES

5.1 Civil Liability

5.1.1 An employee's (or their marital community) right to legal representation and/or indemnification in claims arising out of his or her performance of official County duties shall be governed by County Resolution 19-167.

5.2 Change of Job Classifications

5.2.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, the following posting requirements shall apply in order to solicit qualified applicants from its respective unit;

a) A notice of such opening shall be posted on all bargaining unit employee bulletin boards, for five (5) working days. Such notice shall contain the specific job classification and the criteria required for application to the position.

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

c) In the event, the Employer has a reasonable belief that no one in the bargaining unit possesses the required qualifications for the available position, the Employer may simultaneously advertise the position outside of the

bargaining unit during the required posting period, however, the simultaneous posting does not relieve the Employer of its obligations imposed by this provision relative to making the position(s) available to employees within bargaining unit for those applicants who unexpectedly apply and meet the required qualifications for such position.

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

5.2.3 Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification.

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

5.2.5 A written and/or oral examination may be required for all promotional or vacant positions. The weight of scoring of the oral and/or written examinations shall be determined by the Employer and/or designee, however, the weight given to each section of the examination shall be posted at the time the job announcement is made. The minimum qualifications for the promotional or vacant position shall not be arbitrarily reduced after applications have been taken and examinations have been conducted. In the event the minimum qualifications are reduced, the application process shall be reopened using the reduced qualifications.

5.3 Vehicle Policy

5.3.1 Vehicle use shall be in compliance with:
County Vehicle Use Policy 4.300 and 4.310,
County Vehicle Use Procedures 4.300 and 4.310,
County Vehicle Use Terms 4.300A

5.4 Jury Duty

5.4.1 An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation, including mileage, received by the employee from the court for performing such service shall be retained by the employee.

5.5 Leave of Absences

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

Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

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

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

5.5.4 Family and Medical Leave. An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution. The employee shall be entitled to either the provisions of the County Resolution or the Family and Medical Leave Act, whichever provides the employee the greater benefit.

5.5.5 Washington State Paid Family and Medical Leave. The Employer shall comply with requirements relating to Washington State Paid Family and Medical Leave in accordance with state law. Beginning January 1, 2020 the employee and employer shares of the WSPFML (Washington State Paid Family & Medical Leave) tax shall reflect the amount prescribed by the State. The employee share of the premiums will be withheld by the Employer and forwarded to the State in accordance with state law.

5.6 Investigations

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

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

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

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

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

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

5.7 Personnel Files

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

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

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

5.8 Job Descriptions

5.8.1 The Employer shall be required to provide job descriptions for each employee classification of the department. Such job descriptions shall not be considered valid unless dated and adopted by signature of the authorized Employer representative. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications. The Employer shall provide the Union with written notice of a modification to any existing, or adoption of any new, job description at least fifteen (15) days prior to intended implementation date. Such notification shall include the

specific modification made or the entire text of the new job description, whichever is applicable and the proposed or existing compensation for such position.

5.9 Sexual Harassment

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

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

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

5.10 Training

5.10.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed by the Employer and/or his designee. All travel time for employees commuting to training outside of the employee's normal portal-to-portal travel shall be paid at the employee's applicable rate of pay.

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

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

5.10.4 The Employer will provide all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training including transportation, meal, and lodging costs, and, if necessary, the costs of one challenge to a course not passed by the employee; provided, however, that the Employer will not pay the costs of or compensate employees for the time required to take the same training course more than once absent a statutory requirement that the employee repeat a course previously taken; and provided further that the Elected Official supervising the employee may, in his or her sole discretion, authorize exceptions to this policy.

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

- a) Attendance is outside the employee's regular working hours; and
- b) Attendance is in fact voluntary. It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing; and
- c) The employee does not perform productive work during such attendance; and
- d) The program, lecture, or meeting is not directly related to the employee's job.

5.11 Shop Steward & Negotiating Committee

5.11.1 Not more than two (2) bargaining unit members, consisting of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations on Employer paid time. Provided, however, no such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or his designee, to the public would be interrupted or withheld. The Employer may request that negotiations be conducted on a "split time" basis, half on Employer paid time and half on the employee's non-paid time and such request would be honored provided that advance written notice is provided to the Union.

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

5.12 Volunteer Limitations

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

5.13 Training Opportunities

5.13.1 Employees shall be given information concerning training opportunities by postings placed on the Employee Bulletin Board located in the conference/lunchroom. The postings will include information concerning the name of the class, location of the class, date, cost and number of credit hours earned.

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

5.13.3 Employees shall be given a written approval or denial of a request for training opportunities after a review of budget limitations, requirements needed to maintain

accreditation, promotional opportunities, and training required to maintain or enhance present positions.

5.14 No Strike Clause

5.14.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

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

5.14.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, or participate in any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted) boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union and the employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of work duty.

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

5.14.5 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.

5.14.6 In the event the Employer and/or his designee determines that a breach of any of the foregoing provisions has occurred, the Employer and/or his designee shall, as soon as possible, attempt to notify the Union of the alleged breach.

5.15 Sub-Contracting

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

- a)** One (1) week (forty (40) hours) of severance pay at the employee's applicable hourly rate of pay for each twelve (12) months of service with Lewis County. The minimum severance payment shall be one week (forty (40) hours) at the employee's applicable hourly rate of pay to a maximum of twelve (12) weeks.
- b)** Additional Health & Welfare contributions are tied directly to the amount of severance pay an employee is eligible for in the following manner:

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

6. COMPENSABLE HOURS

6.1 Hours of Work

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

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

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

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

6.2 Overtime

6.2.1 Compensable paid hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this agreement. All overtime, shall be pre-authorized by the Employer.

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

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

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

6.3 Working Out of Classification

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

6.3.2 It shall be the employee's responsibility to notify the employer of the claim for this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within thirty (30) calendar days of the time of accrual shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing de minimus tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

6.4 Compensatory Time

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

a) An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time. Compensatory time is cumulative from year to

year to the aforementioned maximum. Compensatory time accrued in excess of the maximum shall be cashed at the employee's straight time hourly rate of pay.

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

c) Compensatory time off may be utilized in one- (1) hour or greater increments. Compensatory time off shall be scheduled with the approval of the Employer.

d) The Employer shall make available an employee's compensatory time total upon reasonable request of the employee.

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

6.5 Call Time

6.5.1 There will be a guarantee of two (2) hours pay from time of call-in service. Such compensable time shall commence at the time of the call and end at the time the employee returns home. Time worked in excess of the aforementioned two (2) hour period shall be paid for the actual time worked at the employee's applicable hourly rate of pay. Such minimum guarantee shall not apply to those hours that are contiguous with the employee's normal work hours.

6.6 Rest & Lunch Breaks

6.6.1 An employee shall be permitted an Employer paid fifteen (15) minute rest break for each half day work period. Rest breaks shall be scheduled as near as possible to the midpoint of each half day work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift.

6.6.2 An employee, during the approximate midpoint of his/her shift, shall be entitled to either a one-half (½) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment.

6.6.3 If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee

shall be compensated at the employee's applicable rate of pay or allowed additional time for lunch.

7 EMPLOYEE BENEFITS

7.1 Benefit Eligibility

7.1.1 Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; employees with less than twenty-eight (28) compensable hours per month shall accrue no benefits.

7.2 Holidays

7.2.1 The Employer and employees shall recognize eleven (11) holidays:

New Year's Day.	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in Nov.
Day after Thanksgiving	November
Christmas Day.	December 25
Personal Day	Vacation Credit

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

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

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

7.3 Vacation

7.3.1 All regular full-time employees shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

Months of County Service	Accrual Rate Hours Per Month	Accrual Rate Hours Per Year
0-12	8.50	102
13-24	9.00	108
25-36	9.50	114
37-48	10.00	120
49-60	11.00	132
61-72	11.00	132
73-84	11.50	138
85-96	12.00	144
97-108	12.50	150
109-120	13.00	156
121-132	13.00	156
133-144	13.50	162
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	15.00	180
193-204	15.50	186
205-216	16.00	192
217-228	16.50	198
229+	17.00	204

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

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

7.3.4 Annual leave may be accrued to a maximum of three hundred twenty (320) hours. An employee who, separates from service shall be paid at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

7.3.5 In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or his designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay.

7.3.6 In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or his designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages.

7.3.7 Any vacation request will be approved or denied by the Employer no more than ten (10) working days after receipt of the request, or forty five (45) days prior to the requested day(s) off, whichever comes later. If approved by the Employer, no priority shall be granted on the basis of seniority as to any subsequently received request(s). In addition, as to positions where there are four (4) or fewer current employees, if a request is approved, then it is understood that no other request for that same period will be approved.

7.4 Vacation Transfer

7.4.1 Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County policy.

7.5 Health and Welfare

7.5.1 Effective January 1, 2022, the Employer contributed one thousand two hundred eighty three dollars and forty five cents (\$1,283.45) towards premiums for insurance enumerated in Section 7.5.2. The Employer agrees to increase their portion of premium contribution for the 2023 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2022 employer contribution. The additional employer contributions for the 2023 payroll shall be included on any 2022 payroll that includes the new 2023 rates. The Employer agrees to increase their portion of premium contribution for the 2024 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2023 employer contribution. The additional employer contributions for the 2024 payroll shall be included on any 2023 payroll that includes the new 2024 rates. The Employer agrees to increase their portion of premium contribution for the 2025 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2024 employer contribution. The additional employer contributions for the 2025 payroll shall be included on any 2024 payroll that includes the new 2025 rates.

The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

For the purposes of determining benefit eligibility, compensable hours shall not include severance pay or any cash-out of an employee's accrued annual leave or accrued sick leave that is payable upon termination of employment.

7.5.2 Effective January 1, 2023 the Employer shall pay to the Washington Teamster Welfare Trust, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the amounts required for the following plans:

WTWT Insurance Coverage	Rates as of 01/01/22
Medical- Plan Z	\$1,227.50
Time Loss – B	\$ 11.00
9 Month Waiver of Premium	\$ 11.40
Dental – Plan A	\$ 120.50
Vision - Plan EXT	\$ 17.10

7.5.3 Effective January 1, 2023 the Employer shall contribute the amounts required on a monthly basis to the Washington Counties Insurance fund for each eligible employee who is employed during the current calendar month. Employees shall be allowed to increase coverage for self or dependent at the employee's expense, such additional premiums shall be paid in full by the employee and not subject to the Employer cap.

WCIF – Standard Insurance	Rates as of 01/01/22
Employee Life	\$ 2.20

7.5.3 Effective January 1, 2023, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Co. of Portland Oregon for each eligible employee who is employed during the current calendar month.

Standard Insurance Co.	Rate as of 01/01/22
Short Term Disability	\$ 2.85

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

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

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

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

7.5.8 It is parties' mutual intent that by virtue of this agreement, the Employer's contribution towards all the employee benefits described hereinabove shall at no time exceed the sums outlined in 7.5.1 above.

7.6 Bereavement Leave

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

7.6.2 An employee shall be allowed to utilize up to three (3) sick leave days for bereavement in the case of death of a member of the employee's "immediate family." "Immediate Family" shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, brother, sister, child, or grandchild, and any other person who is a non-pecuniary resident of the employee's household.

7.7 Sick Leave

7.7.1 With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. When an employee has accrued sick leave in excess of thirteen hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to thirteen hundred twenty (1320) hours as of the first (1st) day of January of each calendar year.

7.7.2 Part-time employees shall accrue monthly sick leave in the same manner as set forth above, except that a part-time employee's monthly accrual of sick leave shall be reduced in proportion to the number of hours worked by the part-time employee compared to the number of hours worked by a full-time employee. By way of example

only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours sick leave.

7.7.3 Sick leave may be used in one quarter ($\frac{1}{4}$) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness. An employee's sick leave cumulative accrual shall be posted within fourteen (14) days of the end of the calendar month.

7.7.4 Employees accruing sick leave shall be allowed to use their accrued sick leave for personal illness or for illness in their immediate family requiring the employee's attendance, in accordance with the terms hereof, state law, and/or federal law. "Immediate family" is defined as persons related by blood, marriage, or legal adoption and includes only: grandparents, parents (including biological, adoptive, de facto, or foster, step, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child), the employee's spouse or registered domestic partner, brothers, sisters, children (including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), grandchildren, mother-in-law, father-in-law, and any person who is a non-pecuniary resident of the employee's household.

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

7.7.6 Employees on leave for an occupational injury or illness shall be allowed to supplement their time loss payment with accrued sick leave up to one hundred percent (100%) of the employees' regular salary.

7.7.7 An employee who becomes ill while on vacation and requires medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes to the Employer documentation issued by a health care provider.

7.7.8 Employees who transfer between departments of Lewis County shall be entitled to transfer accrued leave to succeeding County offices or departments.

7.7.9 At the time of separation from service, an eligible employee, except temporary, probationary, or just cause termination shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in active service the employee's estate shall receive the same benefit. In the event that an employee is re-hired by the County within 12 months of having terminated employment with the County, the number of hours which would be equivalent to the dollar value of any previous sick leave cash out shall not 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. In addition, any sick leave hours restored to a re-hired employee shall be accounted for

separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.

7.8 Educational Reimbursement

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

7.8.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Elected Official. Such approval shall be at the sole discretion of the Elected Official.

7.8.3 An employee requesting tuition reimbursement must submit a written application showing:

- a) the course curriculum description;
- b) dates and times of classes;
- c) duration of the course;
- d) narrative statement of how the course will benefit the Employer as well as the employee.

7.8.4 If an employee's application is approved, the reimbursement will be for tuition only if and when:

- a) the course is completed within six (6) months of approval;
- b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

7.8.5 An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last paycheck issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

7.8.6 Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

7.9 Longevity

7.9.1 For each year of continuous service, beginning with the eighty-fifth (85th) month with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below;

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

And an additional six dollars (\$6.00) per month for each year after ten.

Effective January 1, 2023 the longevity shall be as follows:

After seven (7) years	\$42.00 per month
After eight (8) years	\$48.00 per month
After nine (9) years	\$54.00 per month
After ten (10) years	\$100.00 per month

And an additional ten dollars (\$10.00) per month for each year after ten.

7.10 Immunization

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

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

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

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

7.11 Boot and Workwear Allowance

7.11.1 An allowance for work-related boot and workwear for appraisal staff in the field. The amount shall be up to two hundred dollars (\$200.00) per year per employee pursuant to office policy as determined by the Elected Assessor.

8 EMPLOYEE DISCIPLINE

8.1 Just Cause

8.1.1 All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to new hire probationary employees, whose employment is strictly “at will.”

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

8.2 Types of Discipline

8.2.1 Nothing within this provision shall be construed to limit the Employer’s ability to impose administrative leave as a precursor to possible disciplinary action. Listed, but without limitation, the forms of discipline shall generally include the following:

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

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

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

8.2.5 Suspension. This form of discipline is generally administered as a result of a violation after the employee has received a written warning and has not adequately improved or corrected performance, or after commission of a serious act of misconduct. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee’s personnel file and a copy provided to the employee.

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

8.3 Appeals of Discipline

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

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

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

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

9 GRIEVANCE PROCEDURE

9.1 Purpose and Scope

9.1.1 For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This procedure shall also apply to any dispute requiring a determination of an alleged overpayment or underpayment of wages. This grievance procedure shall be the exclusive means for resolving such grievances.

9.2 Time Limits

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

9.3 Processing Steps

9.3.1 Step One. The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Chief Deputy for the office in which the aggrieved employee works within fourteen (14) calendar days of the date the employee knew or reasonably should have had knowledge of the event(s) giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Chief Deputy shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

9.3.2 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Chief Deputy's response, submit the grievance in writing to the Elected Official responsible for the office in which the employee works. The Elected Official shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

9.3.3 Step Three. Should Step Two fail to resolve the grievance, the Union shall within fourteen (14) calendar days after the Union's receipt of the Elected Official's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

9.4 Arbitration

9.4.1 Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission ("PERC"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

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

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

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

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

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

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

10 EMPLOYEE COMPENSATION

10.1 Classifications & Salary Schedule

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

10.1.2 As the Employer has the right to start new employees on a salary step higher than Step A, the employee's seniority date may not coincide with that employee's placement on the salary schedule. The advance of an employee on the salary schedule shall be determined by the appropriate language set forth in applicable appendixes.

10.2 Pay Day

10.2.1 The pay day for all work performed from the first (1st) of the month through the fifteenth (15th) of the calendar month shall be paid on the twenty fifth (25th). The pay day for all work performed from the sixteenth (16th) of the calendar month until the last calendar day of the month shall be paid on the tenth (10th) of the subsequent month. Should the tenth (10th) or twenty fifth (25th, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the tenth (10th) or the twenty fifth (25th). Earned overtime shall be subject to payment at the pay date in which such overtime was earned.

11 SENIORITY

11.1 Seniority Standing

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

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

11.1.3 Accrual dates: Employees hired between the first (1st) and fifteenth (15th) shall have an accrual date of the first (1st). Employees hired between the sixteenth (16th) and the last day of the month, shall have an accrual date of the sixteenth (16th).

12 REDUCTION IN FORCE

12.1 Voluntary Reduction of Hours

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

12.2 Mandatory Reduction of Hours

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

12.3 Lay Off Procedure

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

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

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

- d) Where employees have the same seniority date, ties shall be broken by level of placement on the Employer's hiring list, with the higher list position resulting in the highest seniority placing; and
- e) The employees right of recall shall expire after twenty-four (24) months; and
- f) While on layoff status it shall be the responsibility of the employee to keep the Employer apprised of his or her current address; and
- g) An employee who is laid off shall not suffer a loss of seniority during the term of the layoff;
- h) Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date; and
- i) An employee shall be placed on the salary range of the classification to which they have bumped and shall be placed at a step that commensurate with the employee's years of service with the Employer.

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

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

13 SEVERABILITY

13.1 SEVERABILITY

13.1.1 Any portion of this Agreement which is held by a competent tribunal to be invalid or otherwise unenforceable, or any portion which is rendered so by operation of law, shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law which prohibits, renders void, or makes any provision of this Agreement unenforceable. If the invalidity of any portion of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

14 DURATION OF AGREEMENT

14.1 This Agreement shall be effective September 1, 2022 and shall remain in full force and effect until the 31st day of December, 2025.

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

Signed and dated this ____ day of August, 2022.

TEAMSTERS UNION LOCAL NO. 252

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Brian Blaisdell, Secretary-Treasurer

Lindsey R. Pollock, DVM, Chair

Rob DeRosa, Sr. Business Agent

Sean D. Swope, Commissioner

F. Lee Grose, Commissioner

LEWIS COUNTY ASSESSOR

Dianne Dorey, Assessor

Attest:

Rieva Lester, Clerk of the Board

15 APPENDIX A - Seniority Dates

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

Assessor Employees	Current Classification	Date of Hire	Benefit Accrual Date
Patrick Woody	Appraiser IV	06/01/92	
Ross Nielsen	Sales Analyst	03/24/15	
Tanya Hahn	Exemptions Clerk – Current Use	04/25/16	
Traci Hall	Personal Property Specialist	12/19/16	
Jake Coppock	Levy & Audit Specialist	05/1/17	
Scott Hamilton	Appraiser II	04/03/18	
Jon “Willy” Vigre	Appraiser I	05/07/19	
Natalie Zion	Mapping Specialist	08/05/19	
Gwen McGearry	Customer Service	08/16/19	
Alexandra Lindsey	Mapping Specialist	09/01/19	
Taylor Rakestraw	Appraiser	07/23/20	
Brandon Rogers	Appraiser	06/01/21	
Ty Kaech	Appraiser	09/01/21	
Leah Kama Vida	GIS Mapping Specialist	09/16/21	
Kevin Fuchs	Mapping Specialist	11/01/21	

16 APPENDIX B - Classifications and Salary Schedule

16.1 Classifications and Salary Grades

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

Assessor Classifications	Salary Grades Effective 04/01/2021
Sales Analyst	123
Appraiser IV	123
Appraiser III Assessment Programs Supervisor Deputy Assessor- Levy & Audit	121
Mapping Specialist Senior	118
Appraiser II	119
Appraiser I Mapping Specialist	117
Deputy Assessor- Exemptions Clerk	116
Deputy Assessor- Customer Service	115

16.2 2020-2022 Wage Adjustment

16.2.1 Effective September 1, 2022, the 2022 Salary Schedule shall be adjusted by two percent (2%).

16.2.2 Effective January 1, 2023, the 2022 Salary Schedule shall be adjusted by four percent (4%).

16.2.3 Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3%).

16.2.4 Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3%).

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



TEAMSTERS LOCAL UNION #252

AND

LEWIS COUNTY ASSESSOR'S OFFICE

September 1, 2022- December 31, 2025

RATIFICATION – 8/2/2022

1.	INTRODUCTION	1
1.1	Preamble	1
1.2	Purpose.....	1
2.	RECOGNITION	1
2.1	Scope of Bargaining Unit.....	1
3.	UNION SECURITY	2
3.1	Membership Requirement.....	2
3.2	Check Off of Union Dues and Initiation.....	3
3.3	D.R.I.V.E. Check off	3
3.4	Indemnification for Employer Compliance	3
4	MANAGEMENT RIGHTS	3
4.1	Customary Functions	3
5	EMPLOYMENT POLICIES	5
5.1	Civil Liability.....	5
5.2	Change of Job Classifications.....	5
5.3	Vehicle Policy.....	6
5.4	Jury Duty.....	6
5.5	Leave of Absences	6
5.6	Investigations	7
5.7	Personnel Files	8
5.8	Job Descriptions.....	8
5.9	Sexual Harassment.....	9
5.10	Training.....	9
5.11	Shop Steward & Negotiating Committee	10
5.12	Volunteer Limitations	10
5.13	Training Opportunities.....	10
5.14	No Strike Clause	11
5.15	Sub-Contracting	12
6.	COMPENSABLE HOURS.....	12
6.1	Hours of Work	12
6.2	Overtime	13
6.3	Working Out of Classification.....	13
6.4	Compensatory Time.....	13
6.5	Call Time	14
6.6	Rest & Lunch Breaks	14
7	EMPLOYEE BENEFITS.....	15
7.1	Benefit Eligibility.....	15

7.2	Holidays	15
7.3	Vacation	16
7.4	Vacation Transfer.....	17
7.5	Health and Welfare	17
7.6	Bereavement Leave.....	19
7.7	Sick Leave.....	19
7.8	Educational Reimbursement	21
7.9	Longevity	22
7.10	Immunization	22
7.11	Boot and Workwear Allowance.....	23
8	EMPLOYEE DISCIPLINE	23
8.1	Just Cause.....	23
8.2	Types of Discipline.....	23
8.3	Appeals of Discipline.....	24
9	GRIEVANCE PROCEDURE.....	24
9.1	Purpose and Scope	24
9.2	Time Limits.....	24
9.3	Processing Steps.....	25
9.4	Arbitration.....	25
10	EMPLOYEE COMPENSATION	26
10.1	Classifications & Salary Schedule	26
10.2	Pay Day.....	26
11	SENIORITY	26
11.1	Seniority Standing.....	26
12	REDUCTION IN FORCE	27
12.1	Voluntary Reduction of Hours.....	27
12.2	Mandatory Reduction of Hours	26
12.3	Lay Off Procedure.....	27
13	SEVERABILITY	29
13.1	Severability	29
14	DURATION OF AGREEMENT	29
15	APPENDIX A - SENIORITY DATES	31
16	APPENDIX B - CLASSIFICATIONS AND SALARY SCHEDULE.....	32
16.1	Classifications and Salary Grades.....	32
16.2	2022-2025 Wage Adjustments.....	33

1. INTRODUCTION

1.1 Preamble

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

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

1.2 Purpose

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

2. RECOGNITION

2.1 Scope of Bargaining Unit

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

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

- a)** Full-Time Employee. A full-time employee shall be defined as an employee who regularly works forty (40) hours each week.
- b)** Part-Time Employee. A part-time employee shall be defined as an employee who regularly works less than forty (40) hours each week.
- c)** Probationary Employee. A probationary employee shall be defined as 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.

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

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

3. UNION SECURITY

3.1 Membership Requirement

3.1.1 Membership or non-membership in the Union shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. In furtherance of this goal, the Union shall have up to a thirty (30) minute orientation with new employees during the employees' work hours at which time the Union shall explain and do the following:

a) It is the designated exclusive representative for all employees covered under the Collective Bargaining Agreement;

b) Membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union will it collect fees;

c) The rights and benefits that the employee would forgo by being a non-member; and

d) Provide the employee with all necessary paperwork to inform the Union of its decisions—member or non-membership.

3.2 Check Off of Union Dues and Initiation

3.2.1 Should an employee clearly and affirmatively consent to joining the Union and authorizes deduction of dues, such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Union and County. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

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

3.3.1 All employee-members may make voluntary contributions independently of all union dues to the D.R.I.V.E. (Democrat, Republican, Independent Voter Education) political action committee. The Union shall advise its members of this voluntary contribution opportunity.

3.3.2 Should the employee elect to voluntarily make such contribution, the Employer, at the time the Employer's computerized financial software is able to facilitate authorized voluntary deductions, agrees to deduct from the paycheck of all employees covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to D.R.I.V.E.

3.3.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a bi-monthly basis, in two (2) checks, half of the total monthly amount deducted along with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's pay check.

3.4 Indemnification for Employer Compliance

3.4.1 Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4 MANAGEMENT RIGHTS

4.1 Customary Functions

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

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

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

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

in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.1.3 Employer Options. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment and the assignment of employees to specific jobs within the bargaining unit. Such Employer rights are restricted only to the extent of an express provision of this Agreement or by a specific provision of applicable Washington State or federal law.

4.1.4 Performance Standards. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

5 EMPLOYMENT POLICIES

5.1 Civil Liability

5.1.1 An employee's (or their marital community) right to legal representation and/or indemnification in claims arising out of his or her performance of official County duties shall be governed by County Resolution 19-167.

5.2 Change of Job Classifications

5.2.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, the following posting requirements shall apply in order to solicit qualified applicants from its respective unit;

a) A notice of such opening shall be posted on all bargaining unit employee bulletin boards, for five (5) working days. Such notice shall contain the specific job classification and the criteria required for application to the position.

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

c) In the event, the Employer has a reasonable belief that no one in the bargaining unit possesses the required qualifications for the available position, the Employer may simultaneously advertise the position outside of the

bargaining unit during the required posting period, however, the simultaneous posting does not relieve the Employer of its obligations imposed by this provision relative to making the position(s) available to employees within bargaining unit for those applicants who unexpectedly apply and meet the required qualifications for such position.

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

5.2.3 Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification.

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

5.2.5 A written and/or oral examination may be required for all promotional or vacant positions. The weight of scoring of the oral and/or written examinations shall be determined by the Employer and/or designee, however, the weight given to each section of the examination shall be posted at the time the job announcement is made. The minimum qualifications for the promotional or vacant position shall not be arbitrarily reduced after applications have been taken and examinations have been conducted. In the event the minimum qualifications are reduced, the application process shall be reopened using the reduced qualifications.

5.3 Vehicle Policy

5.3.1 Vehicle use shall be in compliance with:
County Vehicle Use Policy 4.300 and 4.310,
County Vehicle Use Procedures 4.300 and 4.310,
County Vehicle Use Terms 4.300A

5.4 Jury Duty

5.4.1 An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation, including mileage, received by the employee from the court for performing such service shall be retained by the employee.

5.5 Leave of Absences

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

Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

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

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

5.5.4 Family and Medical Leave. An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution. The employee shall be entitled to either the provisions of the County Resolution or the Family and Medical Leave Act, whichever provides the employee the greater benefit.

5.5.5 Washington State Paid Family and Medical Leave. The Employer shall comply with requirements relating to Washington State Paid Family and Medical Leave in accordance with state law. Beginning January 1, 2020 the employee and employer shares of the WSPFML (Washington State Paid Family & Medical Leave) tax shall reflect the amount prescribed by the State. The employee share of the premiums will be withheld by the Employer and forwarded to the State in accordance with state law.

5.6 Investigations

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

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

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

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

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

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

5.7 Personnel Files

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

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

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

5.8 Job Descriptions

5.8.1 The Employer shall be required to provide job descriptions for each employee classification of the department. Such job descriptions shall not be considered valid unless dated and adopted by signature of the authorized Employer representative. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications. The Employer shall provide the Union with written notice of a modification to any existing, or adoption of any new, job description at least fifteen (15) days prior to intended implementation date. Such notification shall include the

specific modification made or the entire text of the new job description, whichever is applicable and the proposed or existing compensation for such position.

5.9 Sexual Harassment

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

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

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

5.10 Training

5.10.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed by the Employer and/or his designee. All travel time for employees commuting to training outside of the employee's normal portal-to-portal travel shall be paid at the employee's applicable rate of pay.

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

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

5.10.4 The Employer will provide all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training including transportation, meal, and lodging costs, and, if necessary, the costs of one challenge to a course not passed by the employee; provided, however, that the Employer will not pay the costs of or compensate employees for the time required to take the same training course more than once absent a statutory requirement that the employee repeat a course previously taken; and provided further that the Elected Official supervising the employee may, in his or her sole discretion, authorize exceptions to this policy.

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

- a) Attendance is outside the employee's regular working hours; and
- b) Attendance is in fact voluntary. It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing; and
- c) The employee does not perform productive work during such attendance; and
- d) The program, lecture, or meeting is not directly related to the employee's job.

5.11 Shop Steward & Negotiating Committee

5.11.1 Not more than two (2) bargaining unit members, consisting of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations on Employer paid time. Provided, however, no such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or his designee, to the public would be interrupted or withheld. The Employer may request that negotiations be conducted on a "split time" basis, half on Employer paid time and half on the employee's non-paid time and such request would be honored provided that advance written notice is provided to the Union.

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

5.12 Volunteer Limitations

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

5.13 Training Opportunities

5.13.1 Employees shall be given information concerning training opportunities by postings placed on the Employee Bulletin Board located in the conference/lunchroom. The postings will include information concerning the name of the class, location of the class, date, cost and number of credit hours earned.

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

5.13.3 Employees shall be given a written approval or denial of a request for training opportunities after a review of budget limitations, requirements needed to maintain

accreditation, promotional opportunities, and training required to maintain or enhance present positions.

5.14 No Strike Clause

5.14.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

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

5.14.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, or participate in any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted) boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union and the employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of work duty.

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

5.14.5 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.

5.14.6 In the event the Employer and/or his designee determines that a breach of any of the foregoing provisions has occurred, the Employer and/or his designee shall, as soon as possible, attempt to notify the Union of the alleged breach.

5.15 Sub-Contracting

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

- a) One (1) week (forty (40) hours) of severance pay at the employee's applicable hourly rate of pay for each twelve (12) months of service with Lewis County. The minimum severance payment shall be one week (forty (40) hours) at the employee's applicable hourly rate of pay to a maximum of twelve (12) weeks.
- b) Additional Health & Welfare contributions are tied directly to the amount of severance pay an employee is eligible for in the following manner:

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

6. COMPENSABLE HOURS

6.1 Hours of Work

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

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

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

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

6.2 Overtime

6.2.1 Compensable paid hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this agreement. All overtime, shall be pre-authorized by the Employer.

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

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

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

6.3 Working Out of Classification

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

6.3.2 It shall be the employee's responsibility to notify the employer of the claim for this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within thirty (30) calendar days of the time of accrual shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing de minimus tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

6.4 Compensatory Time

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

a) An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time. Compensatory time is cumulative from year to

year to the aforementioned maximum. Compensatory time accrued in excess of the maximum shall be cashed at the employee's straight time hourly rate of pay.

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

c) Compensatory time off may be utilized in one- (1) hour or greater increments. Compensatory time off shall be scheduled with the approval of the Employer.

d) The Employer shall make available an employee's compensatory time total upon reasonable request of the employee.

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

6.5 Call Time

6.5.1 There will be a guarantee of two (2) hours pay from time of call-in service. Such compensable time shall commence at the time of the call and end at the time the employee returns home. Time worked in excess of the aforementioned two (2) hour period shall be paid for the actual time worked at the employee's applicable hourly rate of pay. Such minimum guarantee shall not apply to those hours that are contiguous with the employee's normal work hours.

6.6 Rest & Lunch Breaks

6.6.1 An employee shall be permitted an Employer paid fifteen (15) minute rest break for each half day work period. Rest breaks shall be scheduled as near as possible to the midpoint of each half day work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift.

6.6.2 An employee, during the approximate midpoint of his/her shift, shall be entitled to either a one-half (½) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment.

6.6.3 If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee

shall be compensated at the employee's applicable rate of pay or allowed additional time for lunch.

7 EMPLOYEE BENEFITS

7.1 Benefit Eligibility

7.1.1 Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; employees with less than twenty-eight (28) compensable hours per month shall accrue no benefits.

7.2 Holidays

7.2.1 The Employer and employees shall recognize eleven (11) holidays:

New Year's Day.	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in Nov.
Day after Thanksgiving	November
Christmas Day.	December 25
Personal Day	Vacation Credit

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

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

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

7.3 Vacation

7.3.1 All regular full-time employees shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

Months of County Service	Accrual Rate Hours Per Month	Accrual Rate Hours Per Year
0-12	8.50	102
13-24	9.00	108
25-36	9.50	114
37-48	10.00	120
49-60	11.00	132
61-72	11.00	132
73-84	11.50	138
85-96	12.00	144
97-108	12.50	150
109-120	13.00	156
121-132	13.00	156
133-144	13.50	162
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	15.00	180
193-204	15.50	186
205-216	16.00	192
217-228	16.50	198
229+	17.00	204

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

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

7.3.4 Annual leave may be accrued to a maximum of three hundred twenty (320) hours. An employee who, separates from service shall be paid at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

7.3.5 In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or his designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay.

7.3.6 In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or his designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages.

7.3.7 Any vacation request will be approved or denied by the Employer no more than ten (10) working days after receipt of the request, or forty five (45) days prior to the requested day(s) off, whichever comes later. If approved by the Employer, no priority shall be granted on the basis of seniority as to any subsequently received request(s). In addition, as to positions where there are four (4) or fewer current employees, if a request is approved, then it is understood that no other request for that same period will be approved.

7.4 Vacation Transfer

7.4.1 Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County policy.

7.5 Health and Welfare

7.5.1 Effective January 1, 2022, the Employer contributed one thousand two hundred eighty three dollars and forty five cents (\$1,283.45) towards premiums for insurance enumerated in Section 7.5.2. The Employer agrees to increase their portion of premium contribution for the 2023 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2022 employer contribution. The additional employer contributions for the 2023 payroll shall be included on any 2022 payroll that includes the new 2023 rates. The Employer agrees to increase their portion of premium contribution for the 2024 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2023 employer contribution. The additional employer contributions for the 2024 payroll shall be included on any 2023 payroll that includes the new 2024 rates. The Employer agrees to increase their portion of premium contribution for the 2025 premiums by an additional twenty-five dollars (\$25.00) per month relative to the 2024 employer contribution. The additional employer contributions for the 2025 payroll shall be included on any 2024 payroll that includes the new 2025 rates.

The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

For the purposes of determining benefit eligibility, compensable hours shall not include severance pay or any cash-out of an employee's accrued annual leave or accrued sick leave that is payable upon termination of employment.

7.5.2 Effective January 1, 2023 the Employer shall pay to the Washington Teamster Welfare Trust, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the amounts required for the following plans:

WTWT Insurance Coverage	Rates as of 01/01/22
Medical- Plan Z	\$1,227.50
Time Loss – B	\$ 11.00
9 Month Waiver of Premium	\$ 11.40
Dental – Plan A	\$ 120.50
Vision - Plan EXT	\$ 17.10

7.5.3 Effective January 1, 2023 the Employer shall contribute the amounts required on a monthly basis to the Washington Counties Insurance fund for each eligible employee who is employed during the current calendar month. Employees shall be allowed to increase coverage for self or dependent at the employee's expense, such additional premiums shall be paid in full by the employee and not subject to the Employer cap.

WCIF – Standard Insurance	Rates as of 01/01/22
Employee Life	\$ 2.20

7.5.3 Effective January 1, 2023, the Employer shall contribute the amount required on a monthly basis to Standard Insurance Co. of Portland Oregon for each eligible employee who is employed during the current calendar month.

Standard Insurance Co.	Rate as of 01/01/22
Short Term Disability	\$ 2.85

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

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

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

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

7.5.8 It is parties' mutual intent that by virtue of this agreement, the Employer's contribution towards all the employee benefits described hereinabove shall at no time exceed the sums outlined in 7.5.1 above.

7.6 Bereavement Leave

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

7.6.2 An employee shall be allowed to utilize up to three (3) sick leave days for bereavement in the case of death of a member of the employee's "immediate family." "Immediate Family" shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, brother, sister, child, or grandchild, and any other person who is a non-pecuniary resident of the employee's household.

7.7 Sick Leave

7.7.1 With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. When an employee has accrued sick leave in excess of thirteen hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to thirteen hundred twenty (1320) hours as of the first (1st) day of January of each calendar year.

7.7.2 Part-time employees shall accrue monthly sick leave in the same manner as set forth above, except that a part-time employee's monthly accrual of sick leave shall be reduced in proportion to the number of hours worked by the part-time employee compared to the number of hours worked by a full-time employee. By way of example

only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours sick leave.

7.7.3 Sick leave may be used in one quarter ($\frac{1}{4}$) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness. An employee's sick leave cumulative accrual shall be posted within fourteen (14) days of the end of the calendar month.

7.7.4 Employees accruing sick leave shall be allowed to use their accrued sick leave for personal illness or for illness in their immediate family requiring the employee's attendance, in accordance with the terms hereof, state law, and/or federal law. "Immediate family" is defined as persons related by blood, marriage, or legal adoption and includes only: grandparents, parents (including biological, adoptive, de facto, or foster, step, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child), the employee's spouse or registered domestic partner, brothers, sisters, children (including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), grandchildren, mother-in-law, father-in-law, and any person who is a non-pecuniary resident of the employee's household.

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

7.7.6 Employees on leave for an occupational injury or illness shall be allowed to supplement their time loss payment with accrued sick leave up to one hundred percent (100%) of the employees' regular salary.

7.7.7 An employee who becomes ill while on vacation and requires medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes to the Employer documentation issued by a health care provider.

7.7.8 Employees who transfer between departments of Lewis County shall be entitled to transfer accrued leave to succeeding County offices or departments.

7.7.9 At the time of separation from service, an eligible employee, except temporary, probationary, or just cause termination shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in active service the employee's estate shall receive the same benefit. In the event that an employee is re-hired by the County within 12 months of having terminated employment with the County, the number of hours which would be equivalent to the dollar value of any previous sick leave cash out shall not 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. In addition, any sick leave hours restored to a re-hired employee shall be accounted for

separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.

7.8 Educational Reimbursement

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

7.8.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Elected Official. Such approval shall be at the sole discretion of the Elected Official.

7.8.3 An employee requesting tuition reimbursement must submit a written application showing:

- a) the course curriculum description;
- b) dates and times of classes;
- c) duration of the course;
- d) narrative statement of how the course will benefit the Employer as well as the employee.

7.8.4 If an employee's application is approved, the reimbursement will be for tuition only if and when:

- a) the course is completed within six (6) months of approval;
- b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

7.8.5 An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last paycheck issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

7.8.6 Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

7.9 Longevity

7.9.1 For each year of continuous service, beginning with the eighty-fifth (85th) month with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below;

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

And an additional six dollars (\$6.00) per month for each year after ten.

Effective January 1, 2023 the longevity shall be as follows:

After seven (7) years	\$42.00 per month
After eight (8) years	\$48.00 per month
After nine (9) years	\$54.00 per month
After ten (10) years	\$100.00 per month

And an additional ten dollars (\$10.00) per month for each year after ten.

7.10 Immunization

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

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

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

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

7.11 Boot and Workwear Allowance

7.11.1 An allowance for work-related boot and workwear for appraisal staff in the field. The amount shall be up to two hundred dollars (\$200.00) per year per employee pursuant to office policy as determined by the Elected Assessor.

8 EMPLOYEE DISCIPLINE

8.1 Just Cause

8.1.1 All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to new hire probationary employees, whose employment is strictly “at will.”

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

8.2 Types of Discipline

8.2.1 Nothing within this provision shall be construed to limit the Employer’s ability to impose administrative leave as a precursor to possible disciplinary action. Listed, but without limitation, the forms of discipline shall generally include the following:

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

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

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

8.2.5 Suspension. This form of discipline is generally administered as a result of a violation after the employee has received a written warning and has not adequately improved or corrected performance, or after commission of a serious act of misconduct. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee’s personnel file and a copy provided to the employee.

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

8.3 Appeals of Discipline

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

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

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

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

9 GRIEVANCE PROCEDURE

9.1 Purpose and Scope

9.1.1 For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This procedure shall also apply to any dispute requiring a determination of an alleged overpayment or underpayment of wages. This grievance procedure shall be the exclusive means for resolving such grievances.

9.2 Time Limits

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

9.3 Processing Steps

9.3.1 Step One. The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Chief Deputy for the office in which the aggrieved employee works within fourteen (14) calendar days of the date the employee knew or reasonably should have had knowledge of the event(s) giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Chief Deputy shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

9.3.2 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Chief Deputy's response, submit the grievance in writing to the Elected Official responsible for the office in which the employee works. The Elected Official shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

9.3.3 Step Three. Should Step Two fail to resolve the grievance, the Union shall within fourteen (14) calendar days after the Union's receipt of the Elected Official's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

9.4 Arbitration

9.4.1 Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission ("PERC"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

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

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

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

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

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

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

10 EMPLOYEE COMPENSATION

10.1 Classifications & Salary Schedule

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

10.1.2 As the Employer has the right to start new employees on a salary step higher than Step A, the employee's seniority date may not coincide with that employee's placement on the salary schedule. The advance of an employee on the salary schedule shall be determined by the appropriate language set forth in applicable appendixes.

10.2 Pay Day

10.2.1 The pay day for all work performed from the first (1st) of the month through the fifteenth (15th) of the calendar month shall be paid on the twenty fifth (25th). The pay day for all work performed from the sixteenth (16th) of the calendar month until the last calendar day of the month shall be paid on the tenth (10th) of the subsequent month. Should the tenth (10th) or twenty fifth (25th, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the tenth (10th) or the twenty fifth (25th). Earned overtime shall be subject to payment at the pay date in which such overtime was earned.

11 SENIORITY

11.1 Seniority Standing

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

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

11.1.3 Accrual dates: Employees hired between the first (1st) and fifteenth (15th) shall have an accrual date of the first (1st). Employees hired between the sixteenth (16th) and the last day of the month, shall have an accrual date of the sixteenth (16th).

12 REDUCTION IN FORCE

12.1 Voluntary Reduction of Hours

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

12.2 Mandatory Reduction of Hours

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

12.3 Lay Off Procedure

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

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

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

- d) Where employees have the same seniority date, ties shall be broken by level of placement on the Employer's hiring list, with the higher list position resulting in the highest seniority placing; and
- e) The employees right of recall shall expire after twenty-four (24) months; and
- f) While on layoff status it shall be the responsibility of the employee to keep the Employer apprised of his or her current address; and
- g) An employee who is laid off shall not suffer a loss of seniority during the term of the layoff;
- h) Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date; and
- i) An employee shall be placed on the salary range of the classification to which they have bumped and shall be placed at a step that commensurate with the employee's years of service with the Employer.

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

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

13 SEVERABILITY

13.1 SEVERABILITY

13.1.1 Any portion of this Agreement which is held by a competent tribunal to be invalid or otherwise unenforceable, or any portion which is rendered so by operation of law, shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law which prohibits, renders void, or makes any provision of this Agreement unenforceable. If the invalidity of any portion of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

14 DURATION OF AGREEMENT

14.1 This Agreement shall be effective September 1, 2022 and shall remain in full force and effect until the 31st day of December, 2025.

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

Signed and dated this ____ day of August, 2022.

TEAMSTERS UNION LOCAL NO. 252

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Brian Blaisdell, Secretary-Treasurer

Lindsey R. Pollock, DVM, Chair

Rob DeRosa, Sr. Business Agent

Sean D. Swope, Commissioner

F. Lee Grose, Commissioner

LEWIS COUNTY ASSESSOR

Dianne Dorey, Assessor

Attest:

Rieva Lester, Clerk of the Board

15 APPENDIX A - Seniority Dates

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

Assessor Employees	Current Classification	Date of Hire	Benefit Accrual Date
Patrick Woody	Appraiser IV	06/01/92	
Ross Nielsen	Sales Analyst	03/24/15	
Tanya Hahn	Exemptions Clerk – Current Use	04/25/16	
Traci Hall	Personal Property Specialist	12/19/16	
Jake Coppock	Levy & Audit Specialist	05/1/17	
Scott Hamilton	Appraiser II	04/03/18	
Jon “Willy” Vigre	Appraiser I	05/07/19	
Natalie Zion	Mapping Specialist	08/05/19	
Gwen McGearry	Customer Service	08/16/19	
Alexandra Lindsey	Mapping Specialist	09/01/19	
Taylor Rakestraw	Appraiser	07/23/20	
Brandon Rogers	Appraiser	06/01/21	
Ty Kaech	Appraiser	09/01/21	
Leah Kama Vida	GIS Mapping Specialist	09/16/21	
Kevin Fuchs	Mapping Specialist	11/01/21	

16 APPENDIX B - Classifications and Salary Schedule

16.1 Classifications and Salary Grades

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

Assessor Classifications	Salary Grades Effective 04/01/2021
Sales Analyst	123
Appraiser IV	123
Appraiser III Assessment Programs Supervisor Deputy Assessor- Levy & Audit	121
Mapping Specialist Senior	118
Appraiser II	119
Appraiser I Mapping Specialist	117
Deputy Assessor- Exemptions Clerk	116
Deputy Assessor- Customer Service	115

16.2 2020-2022 Wage Adjustment

16.2.1 Effective September 1, 2022, the 2022 Salary Schedule shall be adjusted by two percent (2%).

16.2.2 Effective January 1, 2023, the 2022 Salary Schedule shall be adjusted by four percent (4%).

16.2.3 Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3%).

16.2.4 Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3%).