

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252**

**AND**

**LEWIS COUNTY JUVENILE COURT  
(JUVENILE DETENTION)**

September 1, 2022 - December 31, 2025

**RATIFICATION 8/4/2022**

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# **1. INTRODUCTION**

## **1.1 Preamble**

**1.1.1** Lewis County, a political subdivision of the State of Washington, and Teamsters Union Local #252, hereinafter known as the “Union,” do hereby enter into this agreement for the purposes of negotiating wages and benefits directly related to wages, hereinafter referred to as “wages” or “wage related matters,” and other issues not involving wages and benefits directly related to wages, hereinafter referred to as “non-wage” or “non-wage related matters.” Pursuant to RCW 41.56.030(1) the Employer for purposes of negotiating wages shall be the Lewis County Board of Commissioners, and the Employer for the purposes of negotiating non-wage related matters shall be the Superior Court judges or their designee.

## **1.2 Union - Management Relations**

**1.2.1** All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

# **2. RECOGNITION**

## **2.1 Scope of Bargaining Unit**

**2.1.1** For the purpose of collective bargaining with respect to wages, hours and working conditions, the Employer recognizes the Union as the designated representative of its employees in the Lewis County Superior Court, Juvenile Division Detention Center. Exempted positions are: Administrator, Detention Manager, Assistant Administrator, Support Services Supervisor, employees represented under a separate collective bargaining agreement and those employees other than regular full-time and regular part-time employees.

# **3. MANAGEMENT RIGHTS**

## **3.1 Customary Functions**

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

- a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer’s employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;
- d) to hire employee, determine their qualifications and assign and direct their work;

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

### **3.2 Non-Waiver**

**3.2.1** 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.

### **3.3 Employer Options**

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

### **3.4 Performance Standards**

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

## **4. EMPLOYMENT POLICIES**

### **4.1 Jury Duty**

**4.1.1** Employees shall be allowed time off without loss of pay for jury duty. Compensation received by the employee from a court shall be retained by the employee.

### **4.2 Non-Discrimination**

**4.2.1** The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, or mental or physical handicap, or any other protected class as defined by State or Federal law.

**4.2.2** Alleged violations of the non-discrimination provision shall be processed by submission by the employee of a complaint to the appropriate County, State, or Federal agency charged with the enforcement of such discrimination laws for investigation and adjudication of the complaint. The Union will provide the employee with the name, address, and phone number of the appropriate enforcement agency.

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

### **4.3 Union Security**

**4.3.1** The Employer and the Union agree all employees holding positions covered under this Agreement shall meet the following condition:

a) 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.

b) 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.

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

#### **4.4 Check-off of Union Dues and Initiation**

**4.4.1** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month.

**4.4.2** Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

#### **4.5 Personnel Files**

**4.5.1** 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. 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. Such inspection shall occur not more frequently than once per calendar year unless the Employer otherwise consents. 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.

**4.5.2** 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 or designee to be irrelevant or incorrect and the Employer or designee refuses to remove such information.

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

## **4.6 Investigations**

**4.6.1** 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.

**4.6.2** 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.

**4.6.3** 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.

**4.6.4** 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.

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

**4.6.6** 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.

## **4.7 Just Cause for Discipline**

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

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

## **4.8 Administrative Leave & Progressive Discipline**

**4.8.1** Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action. Furthermore, the Employer recognizes part of a "just cause" standard requires the use of "progressive" discipline, when appropriate, relative to allegations made against an employee.



## **4.9 Training**

**4.9.1** The Employer is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Employer.

**4.9.2** The school or training, referred to in Section 4.9.1 above, shall be mandatory upon each employee whether on his off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

## **4.10 Safety**

**4.10.1** Safety violations or suggestions may be submitted in writing to either the Department's safety committee member or directly to the County Safety Officer. Nothing contained in this provision shall be construed as limiting an employee's access to appropriate State or Federal agencies.

## **4.11 Labor/Management Meetings**

**4.11.1** Labor/management meetings shall be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract provision negotiations procedure, or to air individual employee concerns. On behalf of the Union, only the Union representative and the two (2) elected stewards shall be present for the purpose of representation of the Union's position, except by mutual agreement between the Employer and the Union. No more than three (3) Employer representatives shall be present for representation of the Employer's position, except by mutual agreement between the Employer and the Union. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay. The employer shall be allowed to adjust the employee's schedule within the work week or 28 day cycle to prevent the payment of overtime for attendance at such meetings.

## **4.12 Union Material**

**4.12.1** The Union shall be permitted to post appropriate meeting notices and general Union information on designated bulletin boards on the Employer's premises.

## **4.13 Leaves of Absence**

**4.13.1** The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. Requests for a leave of absence must be submitted at least thirty (30) calendar days in advance. 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

**4.13.2 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.

**4.13.3 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. Any additional leave will be considered under applicable federal law.

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

**4.13.5** Beginning 01/01/2020, eligible employees shall participate in, be subject to, and be entitled to the Washington State Paid Family and Medical Leave law.

**4.14 Vacation Transfer**

**4.14.1** Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County Resolution.

**4.15 Sub-Contracting**

**4.15.1** 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 is severed, such employee shall be entitled to the following:

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

<b><u>Severance Pay Eligibility Contributions</u></b>	<b>Additional</b>	<b>Month(s)</b>	<b>of</b>	<b>Employer</b>
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1 – 4 Weeks	One (1) additional non-mandatory month of health & welfare contribution.
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.

**4.16 D.R.I.V.E. Check-Off**

**4.16.1** 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.

**4.16.2** 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.

**4.16.3** D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase “month worked” excludes any month other than a month in which the employee earned a wage

**4.16.4** The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in two (2) check, the total 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.

**4.17 Immunizations**

**4.17.1.** 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 Employer shall authorize, for reimbursement purposes, an employee to obtain the appropriate immunization. The expense of the immunization shall be submitted to the employee’s insurance carrier by the employee. Whatever portion is not paid by the employee’s insurance shall be reimbursed to the employee by the Employer.

**4.17.2** 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

**4.17.3** Immunizations and tests that may be made available under this provision include

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

4.17.4 . 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.

#### **4.18 Promotions and Job Openings**

4.18.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification within the scope of the bargaining unit, a notice of such opening shall be posted on all applicable 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.

4.18.2 Promotions into an advanced position or entry into a newly created position shall be considered temporary for a period of twelve (12) calendar months from the date of promotion or change of classification.

4.18.3 Within the twelve (12) calendar months from the date of promotion, should the Employer and/or his or her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. Within six (6) calendar months from the date of promotion, the employee may return to the previous job classification if the employee requests to do so.

4.18.4 An employee who is demoted from a promotional or changed position, at the sole discretion of the Employer during the employee's twelve (12) month promotional probationary period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

4.18.5 Promotional Advancement Only: An employee who has completed the initial six (6) months in a promotional position may request to return to a vacant position of their previous classification. Such voluntary demotion shall be allowed at the sole discretion of the employer.

4.18.6 An employee who changes from one job classification to a higher range job classification shall be placed at a step which will provide a minimum of a five percent (5.0%) increase in salary on the salary range of the job classification to which the employee is promoted. If five percent (5.0%) exceeds the top of the range the top of the range shall apply.

4.19 Work Schedule Posting: Work schedules for the upcoming year will be posted by July 1<sup>st</sup> but are always subject to change up to and including after implementation with 48 hours of notice. Management will make every effort to ensure that the one (1) year day shift duty assignment is rotated amongst full-time detention staff as long as that duty assignment exists.

### **5. GRIEVANCE PROCEDURE**

#### **5.1 Purpose and Scope**

5.1.1 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.

**5.1.2** Disciplinary action which does not create a property loss, (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration if such matter remains unresolved after completion of Step Two. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer. If the employee becomes subject to another disciplinary action, and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.

**5.1.3** 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.

## **5.2 Processing Steps**

**5.2.1** Step One. The Union and/or the employee shall submit the grievance in writing to the Administrator within twenty-one (21) calendar days of the events giving rise to the grievance. In the case of an alleged underpayment or overpayment of wages, the complaining party shall submit the grievance to the other party within a reasonable period of time after discovery of the alleged discrepancy, not to exceed a period of time of three (3) years. At this step one of the process, alleged overpayments of wages shall be submitted by the Employer to the designated bargaining Union representative. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. Within twenty-one (21) calendar days thereafter, the Administrator shall submit an answer in writing to the Union and employee.

**5.2.2** Step Two. Should the Union decide the reply of the Administrator is unsatisfactory, the Union shall within twenty-one (21) calendar days submit the grievance in writing to the Presiding judge. At this step two of the process, alleged overpayments of wages shall be submitted by the Employer to the President of the Local Union. Within twenty-one (21) calendar days thereafter, the Presiding Judge shall submit an answer in writing to the Union.

**5.2.3** Step Three. Should Step Two fail to resolve the grievance, the Union shall within twenty-one (21) calendar days after the Union's receipt of the Presiding Judge's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

## **5.3 Arbitration**

**5.3.1** Within twenty-one (21) 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 with preference given to a local arbitrator if possible. 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.

**5.3.2** Within twenty-one (21) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet or confer by telephone 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.

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

a) 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.

b) 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.

c) 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,.

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

e) Each party shall bear its own costs associated with the arbitration, including attorney’s fees. Both parties shall equally share the cost of an independent arbitrator.

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

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

**5.3.4** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based.

## **6. EMPLOYEE DEFINITIONS**

For the purpose of this Agreement, the following definition of terms shall apply:

### **6.1 Full-Time Employee**

**6.1.1** A salaried employee regularly scheduled to work forty hours a week or 168 hours per 28 day cycle.

### **6.2 Part-Time Employee**

**6.2.1** An hourly employee assigned to work a rotating schedule up to 40 hours per week or 168 hours per 28 day cycle.

### **6.3 Casual or Non-Regular Employee**

**6.3.1** An employee who is either a periodic, extra-help, fill-in or project employee who works sixty-nine (69) hours or less per month. Such an employee shall not be in the bargaining unit or be subject to the provisions of this Agreement.

### **6.4 Probationary Employee**

**6.4.1** An employee who is serving his or her first twelve (12) months of employment with the Juvenile Division. 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.

### **6.5 Shift Lead**

**6.5.1** An employee who is assigned to additional duties and responsibilities for the duration of a work shift and who is eligible to receive out of class pay for that additional work

### **6.6 Supervisor**

**6.6.1** An employee permanently appointed by the Juvenile Court Administration to a position with a higher pay grade and specified additional duties and responsibilities.

## **7. SENIORITY**

### **7.1 Seniority Standing**

**7.1.1** Each employee shall have seniority standing equal to such employee's continuous length of service within the Juvenile Court in a classification within the bargaining unit.

**7.1.2** Seniority shall be terminated by separation from Juvenile Court service, except in the case of a reduction in force, or a disability leave of absence not to exceed eighteen (18) months.

**7.1.3** Upon transfer to another Employer department accrued and unused sick leave, vacation leave, and floating holiday may be transferred to said department.

**7.1.4** Time worked as a casual employee may not be utilized by the employee to establish a seniority date for application under the terms and conditions of this agreement.

## **7.2 Layoff & Recall**

**7.2.1** In the event the Employer concludes that a reduction in the level of service is warranted by budgetary or work activity reasons, the Employer shall determine the position(s) to be eliminated.

**7.2.2** In the event of a layoff, employee(s) shall be laid off in reverse order of their seniority within the bargaining unit. For layoff purposes only, seniority for detention officer and detention supervisor classifications shall be considered collectively.

**7.2.3** A laid off employee shall have a right of recall for a period of eighteen (18) months following layoff. This recall right shall expire upon the employee failing to return to active employment service within thirty (30) calendar days of notice from Employer.

**7.2.4** When two (2) or more employees have the same hire date, ties shall be broken by the level of placement on the Employer's hiring list, with the higher listed employee resulting in the highest seniority placement. Employees hired on the same day shall be advised of their hiring list placement and a notation shall be made in each individual employee's personnel file.

**7.2.5** When two (2) or more employees have the same date of promotion, ties shall be broken by the level of placement on the Employer's promotion list. Employees promoted on the same day shall have a notation made in their personnel file as to their ranking on the promotion list for the purposes of a reduction of supervisor positions. In the event of a reduction, the lower ranking employee would be the first to revert to a detention officer position if one is available.

## **8. EMPLOYEE WAGES & CLASSIFICATIONS**

### **8.1 Salaries**

**8.1.1** Salaries for the term of the agreement shall be as set forth in an Appendix attached to this agreement. Part-time employees are paid by the hour. The hourly rate for part-time employees shall be as set forth in an Appendix attached to this agreement.

**8.1.2** For purposes of computing overtime, the full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any specialty pay, shift lead pay, longevity, and dividing the total by 173.33. Holiday pay does not factor into determining the overtime.



**8.1.3** An employee advanced to another classification shall not suffer a reduction of pay due to the advancement.

## **8.2 Payday**

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

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

## **9. COMPENSABLE HOURS**

### **9.1 Hours of Work**

**9.1.1** The standard shift schedule shall consist of a twenty-eight (28) calendar day, one hundred sixty eight (168) hour cycle. The weekly work cycle shall consist of three (3) or four (4) twelve (12) hour work days and four (4) or three (3) consecutive days off depending on the base schedule. Commencement of hours of each shift shall be determined by the Employer. Each employee shall be scheduled twelve (12) hours off during a rotation of the work shift.

**9.1.3 Alternate Work Week:** The alternate work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or, at the discretion of the Administrator, four (4) ten (10) hour days with three (3) consecutive days off. The alternate work week may be selected at the sole discretion of the Administrator provided at least one (1) complete cycle notice is given to the Union.

**9.1.4 Shift Adjustments:** An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled shift. Individual employees may waive the forty-eight (48) hour notice. Mandated changes with less than forty-eight (48) hour notice shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift.

**9.1.5** In addition to the employee's monthly base salary, each full time employee assigned to the 168 hours per 28 day cycle schedule shall be paid 104 hours per calendar year at a rate of 8.66 hours per month at their base hourly rate. The base hourly rate shall be calculated by taking the employee's current monthly base salary, multiplying it by 12 and dividing it by 2,080.

The additional 8.66 hours of compensation only applies to those full-time employees assigned to work 168 hours per 28 day cycle. In such case as the alternate work week is assigned, whether to individual employees or all employees, such employees shall not be entitled to the additional 8.66 hours per month of compensation.

## **9.2 Meal & Rest Breaks**

**9.2.1** An employee, while assigned to the actual detention facility, shall be permitted, during the course of their shift, to take a thirty (30) minute paid lunch break at the approximate mid-point of their shift. The Employer shall provide a meal for such employees. .

**9.2.2** The employee shall be permitted to take two (2) fifteen (15) minute rest breaks, near the middle of each half of the employee's shift. An employee working the twelve (12) hour shift schedule shall be permitted, during the course of their shift, to take three (3) fifteen (15) minute rest breaks, spread throughout the shift.

**9.2.3** All such breaks to be taken as time permits and the employee shall remain on the Employer's premises. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

**9.2.4** Meal purchase for transport only – The Employer will supply a county purchasing card for the use of the employee to make meal purchases while in an approved training, travel, or transport status. The authorized meal purchase(s) amount will be up to the allowance provided by the Washington State Per Diem reimbursement rates in the county where the meal is purchased. Meal receipts are required as outlined by Juvenile Court policy 4.5 PURCHASE CARD USE.

## **9.3 Overtime**

**9.3.1** Eight Hour Shift: Any compensable hours in excess of eight (8) hours per shift or forty (40) hours per designated work week shall be paid at the rate of time and one-half the employee's regular rate of pay. The eight (8) hour threshold may be waived by mutual agreement of the affected employee and the Employer.

**9.3.2** Twelve Hour Shift: Computation of overtime, on the twelve (12) hour shift schedule, will be based upon compensable hours in excess of one hundred sixty eight (168) hours per twenty-eight (28) calendar day work cycle. Overtime shall be paid at one and one-half times (1½) the employee's individual regular rate of pay. A full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any applicable specialty pay, shift lead pay, longevity, and compensation of 8.66 hours of hourly base rate pay in the month, and dividing the total by 182. Holiday pay does not factor into determining the overtime rate.

## **9.4 Call Time**

**9.4.1** Any employee, except a part-time employee who has not worked forty (40) or more hours in the designated work week, called to report to work at the facility outside of their regularly scheduled work shift, unless notified prior to completion of their regular shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time of one and one-half (1½) their regular rate of pay until he or she completes two (2) hours of work. The employee shall be paid the balance of their regular shift at the appropriate rate.

## **9.5 Staff Meetings**

**9.5.1** When an employee attends a monthly staff meeting on their off-duty time, he or she shall be compensated for a minimum of two (2) hours at their applicable rate of pay for time at such staff meetings. The employee must be in actual attendance for the entirety of the staff meeting in order to qualify for such minimum hour pay. Such compensation shall be paid in wages unless the employee requests, and the Administrator approves, compensatory time off in lieu of pay

## **9.6 Court or Hearing Time**

**9.6.1** When an employee is subpoenaed by a party, or is directed by the Employer, to attend any court proceeding or administrative hearing for the purpose of providing testimony arising from such employee's official duties, and such attendance is not entirely within the employee's regularly scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift. Any part of an hour shall constitute one (1) full hour. With respect to hours worked outside the regular work shift, unless the court or hearing time is worked consecutively prior to or after the employee's regularly scheduled hours of work, the employee shall be paid a two (2) hour minimum at the time and one-half rate.

**9.6.2** Unless the employee is off duty or utilizes vacation or compensatory time, all compensation received, whether from the court or from the party who subpoenas the employee, shall be promptly refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the employee's supervisor.

## **9.7 Acting Supervisor**

**9.7.1** The Employer, in its discretion, may designate an acting supervisor to fill vacancies for thirty (30) calendar days or more. If the Employer designates a particular employee as acting supervisor, such employee shall receive compensation at the Supervisor's rate of pay.

## **9.8 Working out of Classification**

**9.8.1** Any employee assigned to temporarily work out of classification, in a higher paid classification, by direction of the Employer and/or designee, shall be compensated for all hours worked at the higher classification's lowest rate of pay, provided, such placement shall, in any event, be at a step level sufficient to provide a pay enhancement of at least five percent (5%). If the top of the range is less than five percent (5%), the top of the range shall be applied.

**9.8.2** It shall be the employee's responsibility to notify the Employer of the claim for 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 the applicable time reporting period 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.

**9.8.3** An employee assigned the additional duties and responsibilities of shift lead shall receive one dollar and forty cents (\$1.40) per hour above the employee's base rate of pay for all hours worked as shift lead.

## **9.9 Compensatory Time**

**9.9.1** Upon approval of the Employer an employee may elect to 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 two hundred forty (240) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum. Compensation time in excess of two hundred forty (240) hours must be taken as time off or converted to pay at the discretion of the Employer.
- 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 (Elected or Director), or his or her designee for consideration.
- c) Compensatory time off may be utilized in one (1) hour increments.

**9.9.2** Scheduling of the taking of compensatory time off is to be by approval of the Employer (Elected or Director) or designee. Once scheduled, 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.

**9.9.3** Upon termination, employees shall be paid at their hourly rate for all accrued but unused hours of compensatory time.

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

## **9.10 Bilingual Pay**

**9.10.1** All employees who have been assigned by the Employer to provide conversational language services shall have added to their base pay one percent (1.00%).

a) An employee's ability to speak an approved language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the one percent (1%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.2** All employees who have been assigned by the Employer to provide advanced language services (defined as the ability to participate in conversations around all subject matter that a typical juvenile court employee would engage in as part of their role) shall have added to their base pay three percent (3.00%).

a) An employee's ability to speak an approved language at an advanced level shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in conversations around all subject matter that a typical court employee would engage in as part of their role. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the three percent (3%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.3** Designation of bilingual proficiency shall be solely at the discretion of the administrator.

### **9.11 Tactics Instructor**

An employee assigned by the administrator as a Tactics Instructor shall receive an additional \$80 for each calendar month in which the instructor conducts one or more tactics training session(s) at the direction of the Administrator or his or her designee.

## 10. EMPLOYEE BENEFITS

### 10.1 Benefit Eligibility

**10.1.1** Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid/provided benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall receive no health and welfare benefits but shall have all other benefits provided under this agreement prorated; casual employees with less than sixty-nine (69) compensable hours per month shall receive no benefits. An eligible employee shall be allowed to supplement hours worked in a month when that employee fails to make the qualifying eighty (80) hours in anyone (1) month.

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.

**10.1.2** Effective January 1, 2022, the Employer contributed one thousand eighty eight dollars and fifty cents (\$1,288.50) toward the premiums for the insurance enumerated in Section 10.2 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.

### 10.2 Insurance

**10.2.1 Medical, Dental, & Vision:** Effective January 1, 2023 based on December 2022 hours, the Employer shall pay to the Washington Teamsters Welfare Trust care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours the previous calendar month, the amounts required for the following plans:

<b>Plan</b>	<b>Rates as of 01/01/22</b>
Medical - Plan Z	\$1,227.50
9 Month Disability Waiver	\$11.40
Life AD&D Plan A	\$8.60
Time Loss Plan A	\$18.00
Dental - Plan A	\$120.50
Vision - Extended	\$17.10

**10.2.2** 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.

<b>WCIF – Standard Insurance</b>	<b>Rates as of 01/01/22</b>
Employee/Dependent Life	\$2.20

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

<b>Standard Insurance Co.</b>	<b>Rates as of 01/01/22</b>
Short Term Disability	\$2.85

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

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

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

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

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

**10.2.9 Flexible Spending Account:** Should the Employer agree to a Flexible Spending Account (FSA) for any of the Teamsters bargaining units, excluding those with interest arbitration rights, the Employer shall provide the exact benefit for this bargaining unit. The agreement shall in the form of a Memorandum of Understanding and attached to this agreement.

### **10.3 Sick Leave**

**10.3.1** Each full-time employee shall accrue eight (8) hours of sick leave with pay for each month of employment. When an employee has accrued sick leave in excess of one thousand three hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to one thousand three hundred twenty (1320) hours as of the first (1<sup>st</sup>) day of January of each calendar year. Part-time employees 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 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. Should the employee accrue the maximum accumulation of thirteen hundred twenty (1320) hours, the employee would be eligible to receive WPSL (Washington Paid Sick Leave) at the rate of eight (8) hours per month. This time may be accessed in the duration of the calendar year on a last-earned first-use basis. Any amount of sick time in excess of thirteen hundred twenty (1320) hours shall revert to the maximum accumulation of thirteen hundred twenty (1320) hours beginning the first (1<sup>st</sup>) day of January of every calendar year. WPSL shall carry no cash value for payout purposes.

**10.3.2** 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, or in accordance with County Personnel Policies and/or State/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, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, 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, registered domestic partner, and any person who is a non-pecuniary resident of the employee's household.

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

**10.3.4** Such employees shall be allowed to use sick leave for personal doctor or dental appointments or for appointments of immediate family members when the employee's presence is required and for any additional reasons as outlined in the Washington State Paid Sick Leave law.



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

**10.3.6** An employee on Worker's Compensation may use accrued sick leave in units of one (1) hour to make up the full difference between the Worker's Compensation payment and the employee's regular paycheck, provided, however, the employee provides sufficient notice to the Employer by the tenth (10th) of the previous month so as to allow sufficient time to make the appropriate deductions from the payroll.

**10.3.7** Any employee, at the time of separation, except casual, probationary (new hire), and 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 designated beneficiary or 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 of any previous sick leave cash out shall not be restored upon re-hire. Any sick leave hours restored to 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.

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

## **10.4 Bereavement Leave**

**10.4.1** Up to three (3) workdays shall be granted without any 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.

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

**10.4.3** Employees who attend the funeral or memorial service of a County Employee shall receive up to two (2) hours bereavement leave when such services are held during working hours.

## **10.5 Vacation**

**10.5.1** Annual leave with pay shall be accrued by each employee in accordance with the provisions of Section 10.5.6.

**10.5.2** Annual leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment with the Employer.

**10.5.3** Employees transferring within the offices and departments of Lewis County shall be entitled to transfer accrued vacation leave to each succeeding offices or department.

**10.5.4** An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Employer not later than December 31st of the current year. The Employer shall approve, reject, or ask for rescheduling not later than January 31st of a vacation year, based on the employee's seniority standing within the bargaining group. Second, or subsequent requests, shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Once scheduled and approved, 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.

**10.5.5** Annual leave shall be used and charged in units of one (1) hours.

**10.5.6** An employee shall accrue vacation in accordance with the following schedule. Actual accrual shall be made monthly

<b>Year</b>	<b>Month of County Service</b>	<b>Accrual Rate Hours per Month</b>	<b>Accrual Rate Hours per Year</b>
1	1 - 12	8.50	102
2	13 - 24	9.00	108
3	25 - 36	9.50	114
4	37 - 48	10.00	120
5	49 - 60	11.00	132
6	61 - 72	11.00	132
7	73 - 84	11.50	138
8	85 - 96	12.00	144
9	97 - 108	12.50	150
10	109 - 120	13.00	156
11	121 - 132	13.00	156
12	133 - 144	13.50	162
13	145 - 156	13.50	162
14	157 - 168	14.00	168
15	169- 180	14.50	174
16	181-192	15.00	180
17	193-204	15.50	186
18	205-216	16.00	192
19	217-228	16.50	198
20	229+	17.00	204

**10.5.7** Annual leave may be accrued to a maximum of three hundred twenty (320) hours subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, is laid off or dies shall be paid by the

Employer at the ensuing payday for any unused accrued annual leave (including a prorated monthly accrual to reflect any portion of the final calendar month worked by the employee) up to a maximum of two hundred forty (240) hours. Employees who resign or are terminated for unsatisfactory performance within the first six months of employment will not receive pay for any accrued but unused annual leave.

**10.5.8** An employee who postpones vacation at the request of the Employer shall be allowed to accrue in excess of the three hundred twenty (320) hour maximum in order to prevent loss of vacation benefits to the employee.

**10.6 Holidays**

**10.6.1** Employees shall receive eleven (11) paid holidays each calendar year unless an additional holiday is proclaimed by the Governor of the state as a legal holiday. The designated legal holidays are set forth below:

New Year’s Day	January 1
M. L. King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Personal Day	Vacation Credit
By Governor’s Proclamation	Any day designated by public proclamation of the Governor of the State as a legal holiday

**10.6.2** . Each employee shall be credited with eight (8) hours to their vacation bank for their Personal Day. The vacation bank will be credit on January 1<sup>st</sup> of each year for current employees and on the date of hire for newly hired employees.

**10.6.3** For Employees Assigned Outside of Regular Detention Duties: When a recognized holiday falls on an employee’s regularly scheduled workday, the employee may be given the holiday off or with mutual agreement another day within the workweek. The day off shall be equivalent to the employee’s regular scheduled work day. Should the recognized holiday fall on the employee’s regularly scheduled day off, the employee shall be given an adjacent day off, or with mutual agreement of the Employer another day off within the work week. The day off shall be equivalent to the employee’s regular scheduled work day.

**10.6.4** For Employees Assigned Outside of Regular Detention Duties: An employee working on a county designated holiday and is unable to take an alternate day off during that workweek shall be compensated for all hours worked on such holiday at time and one half (1½) times the employee's regular hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.5** Regular Detention Duty Assignment: For each recognized holiday the employee may be assigned the holiday off. When a recognized holiday falls on the full time detention officer's regularly scheduled day off, management will designate an adjacent day as the employee's designated holiday and may assign the holiday off. Full-time detention officers assigned the holiday or designated holiday shift off will be paid at their straight-time rate for hours they are scheduled to work on that shift even though they do not work.

**10.6.6** A full time detention officer scheduled to work on the holiday or their designated holiday shall be compensated for all hours worked on such holiday shift at one and one half (1.5x) times the employee's base hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.7** A regular part time detention officer's holiday will always be the twenty-four (24) hour calendar holiday. A regular part time detention officer will be assigned to work on the holidays unless scheduled to be off by management. Regular part time detention officers shall be compensated for all hours worked on the calendar holiday at one and one half (1.5x) times the employee's base hourly rate of pay as determined by their placement on the salary grid on the date of the holiday. If the regular part time detention officer is approved to be off by management on a calendar holiday they will receive eight (8) hours of holiday pay at their base rate.

**10.6.8** For full time detention officers assigned to night shift whose normal work shifts begin on one calendar day and ends on the next, the holiday hours worked will be determined by the start of the scheduled night shift that begins on the calendar holiday or designated holiday and will include the entire shift of consecutive hours worked. The end of a separate shift that concludes on a holiday or designated holiday, but that began on a separate calendar day are not also included in the calculation of hours worked on a holiday or designated holiday.

**10.6.9** An employee scheduled to work on a holiday or designated holiday who is sick or otherwise unable to report for their scheduled shift will have their sick leave debited in accordance with section 10.3 for all hours on the shift and no additional compensation associated with the holiday shall be provided.

## **10.7 Shift Differential**

**10.7.1** 12 Hour Shifts: Employees' working on the twelve (12) hour work schedule, which a majority of work hours fall between 1800 and 0600 hours, shall receive seventy-six dollars (\$76.00) each twenty-eight (28) day work cycle provided that such employees works a minimum of eighty (80) hours during such cycle.

**10.7.2** 5/8 or 4/10 Shifts: Employees' working a minimum of eighty (80) hours each month on one of the following work schedules shall receive shift differential compensation in the following manner.

a) Swing Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 1800 and 2300 hours shall receive additional compensation of forty dollars (\$40.00) each month.

b) Graveyard Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 2300 and 0600 hours shall receive additional compensation of seventy-six (\$76.00) each month.

## **10.8 Educational Reimbursement**

**10.8.1** 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 regular full-time employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

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

**10.8.3** 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 in the performance of the employee's job.

**10.8.4** 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.

**10.8.5** An employee who receives tuition reimbursement agrees to continue to work for the Employer for twenty-four (24) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twenty-four (24) month period is not met.

**10.8.6** 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.

## 10.9 Longevity

**10.9.1** For each year of continuous service beginning with the eighty-fifth (85<sup>th</sup>) 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 (10)

Effective January 1, 2023 the following 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	\$100.00 per month

and an additional ten dollars (\$10.00) per month for each year after ten (10)

## 10.10 Clothing

**10.10.1** Employees covered under this under this agreement who regularly appear in court, shall be reimbursed up to two hundred dollars (\$200.00) annually for the purchase of courtroom attire.

**10.10.2** The Employer shall reimburse the employee for any dress code clothing not provided by Employer and damaged in the performance of assigned duties that has been determined by the Employer to be the result of a non-negligent employment practice and the Employer has reviewed the damaged clothing and agrees that it is not fit for duty. The Employer does not have any responsibility to replace clothing no longer useable due to normal wear and use.

## 11. SEVERABILITY

### 11.1 Severability

**11.1.1** 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.

**12. DURATION OF AGREEMENT**

**12.1 Termination and Re-Opener**

**12.1.1** This Agreement shall be effective as of the September 1, 2022 and shall remain in full force and effect to and through December 31, 2025.

**12.1.2** 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 substance and instrumental language of the changes by mail to other party within the following time frame: Union proposal to be submitted not later than August 31st of the last year of this Agreement; Employer proposal to be presented not later than September 15th of the last year of this Agreement. The first negotiation meeting shall be held not later than October 1st of the last year of this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_.

**For Wage Related Matters: Board of County Commissioners**

\_\_\_\_\_  
**Lindsey R. Pollock, DVM, Chair**

\_\_\_\_\_  
**Brian Blaisdell, Secretary/Treasurer**

\_\_\_\_\_  
**Sean D. Swope, Vice-Chair**

\_\_\_\_\_  
**Rob DeRosa, Senior Business Agent**

\_\_\_\_\_  
**F. Lee Grose, Commissioner**

**Attest:**

\_\_\_\_\_  
**Rieva Lester, Clerk of the Board**

**For Non-Wage Related Matters:**

\_\_\_\_\_  
**James Lawler, Presiding Judge  
Lewis County Superior Court**



**13. APPENDIX A – Seniority Dates**

**13.1 Seniority Dates**

**13.1.1** This appendix is intended to set forth and accurately reflect the employee’s respective date of hire for application under this Agreement. The seniority listing is reflective of employees employed at the time the contract was placed in force and is not intended to be inclusive of all employees employed during the term of the Agreement.

<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>	<b>Promotion Date</b>	<b>Longevity Date w/ County</b>
Lowell Stewart	Detention Supervisor	10/01/87	05/01/19	10/01/87
Richard Sanchez	Detention Supervisor			
Kellie Wright	Detention Supervisor	01/08/09	08/01/19	01/08/09
Kenny Miller	Detention Supervisor	04/14/14	05/01/19	04/14/14
<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>		<b>Longevity Date w/ County</b>
Robin Hood	Detention Officer	07/15/97		07/15/97
Ross Cothren	Detention Officer	05/01/08		05/01/08
Randi Folsom	Detention Officer II	11/01/16		11/01/16
Roberto Patraca	Detention Officer	08/16/19		08/16/19
Kendall Jonathan	Detention Officer	01/01/22		01/01/22
Gabriel Wickert	Detention Officer	01/01/22		01/01/22
Kristi Heckelsberg	Detention Officer	02/16/22		02/16/22
Abraham Moreno	Detention Officer	6/27/22		06/27/22

**14. APPENDIX B – Classifications and Salary Schedule**

**14.1 Classifications**

**Detention Officer      Range 118**  
**Detention Officer II    Range 120**  
**Detention Supervisor    Range 122**

**14.2 2022-2025 Wage Adjustment**

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

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

**14.2.3** Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3.00%).

**14.2.4** Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3.00%)

**14.3 Step Increases**

**14.3.1** Step increases from the first day of the month through the fifteenth (15<sup>th</sup>) of the month shall be payable on the first (1<sup>st</sup>). Step increases from the sixteenth (16<sup>th</sup>) of the month through the end of the month shall be payable on the sixteenth (16<sup>th</sup>).

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252**

**AND**

**LEWIS COUNTY JUVENILE COURT  
(JUVENILE DETENTION)**

September 1, 2022 - December 31, 2025

**RATIFICATION 8/4/2022**

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# **1. INTRODUCTION**

## **1.1 Preamble**

**1.1.1** Lewis County, a political subdivision of the State of Washington, and Teamsters Union Local #252, hereinafter known as the “Union,” do hereby enter into this agreement for the purposes of negotiating wages and benefits directly related to wages, hereinafter referred to as “wages” or “wage related matters,” and other issues not involving wages and benefits directly related to wages, hereinafter referred to as “non-wage” or “non-wage related matters.” Pursuant to RCW 41.56.030(1) the Employer for purposes of negotiating wages shall be the Lewis County Board of Commissioners, and the Employer for the purposes of negotiating non-wage related matters shall be the Superior Court judges or their designee.

## **1.2 Union - Management Relations**

**1.2.1** All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

# **2. RECOGNITION**

## **2.1 Scope of Bargaining Unit**

**2.1.1** For the purpose of collective bargaining with respect to wages, hours and working conditions, the Employer recognizes the Union as the designated representative of its employees in the Lewis County Superior Court, Juvenile Division Detention Center. Exempted positions are: Administrator, Detention Manager, Assistant Administrator, Support Services Supervisor, employees represented under a separate collective bargaining agreement and those employees other than regular full-time and regular part-time employees.

# **3. MANAGEMENT RIGHTS**

## **3.1 Customary Functions**

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

- a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer’s employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;
- d) to hire employee, determine their qualifications and assign and direct their work;

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

### **3.2 Non-Waiver**

**3.2.1** 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.

### **3.3 Employer Options**

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

### **3.4 Performance Standards**

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

## **4. EMPLOYMENT POLICIES**

### **4.1 Jury Duty**

**4.1.1** Employees shall be allowed time off without loss of pay for jury duty. Compensation received by the employee from a court shall be retained by the employee.

### **4.2 Non-Discrimination**

**4.2.1** The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, or mental or physical handicap, or any other protected class as defined by State or Federal law.

**4.2.2** Alleged violations of the non-discrimination provision shall be processed by submission by the employee of a complaint to the appropriate County, State, or Federal agency charged with the enforcement of such discrimination laws for investigation and adjudication of the complaint. The Union will provide the employee with the name, address, and phone number of the appropriate enforcement agency.

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

### **4.3 Union Security**

**4.3.1** The Employer and the Union agree all employees holding positions covered under this Agreement shall meet the following condition:

a) 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.

b) 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.

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

#### **4.4 Check-off of Union Dues and Initiation**

**4.4.1** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month.

**4.4.2** Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

#### **4.5 Personnel Files**

**4.5.1** 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. 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. Such inspection shall occur not more frequently than once per calendar year unless the Employer otherwise consents. 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.

**4.5.2** 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 or designee to be irrelevant or incorrect and the Employer or designee refuses to remove such information.

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

## **4.6 Investigations**

**4.6.1** 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.

**4.6.2** 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.

**4.6.3** 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.

**4.6.4** 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.

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

**4.6.6** 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.

## **4.7 Just Cause for Discipline**

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

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

## **4.8 Administrative Leave & Progressive Discipline**

**4.8.1** Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action. Furthermore, the Employer recognizes part of a "just cause" standard requires the use of "progressive" discipline, when appropriate, relative to allegations made against an employee.

## **4.9 Training**

**4.9.1** The Employer is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Employer.

**4.9.2** The school or training, referred to in Section 4.9.1 above, shall be mandatory upon each employee whether on his off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

## **4.10 Safety**

**4.10.1** Safety violations or suggestions may be submitted in writing to either the Department's safety committee member or directly to the County Safety Officer. Nothing contained in this provision shall be construed as limiting an employee's access to appropriate State or Federal agencies.

## **4.11 Labor/Management Meetings**

**4.11.1** Labor/management meetings shall be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract provision negotiations procedure, or to air individual employee concerns. On behalf of the Union, only the Union representative and the two (2) elected stewards shall be present for the purpose of representation of the Union's position, except by mutual agreement between the Employer and the Union. No more than three (3) Employer representatives shall be present for representation of the Employer's position, except by mutual agreement between the Employer and the Union. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay. The employer shall be allowed to adjust the employee's schedule within the work week or 28 day cycle to prevent the payment of overtime for attendance at such meetings.

## **4.12 Union Material**

**4.12.1** The Union shall be permitted to post appropriate meeting notices and general Union information on designated bulletin boards on the Employer's premises.

## **4.13 Leaves of Absence**

**4.13.1** The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. Requests for a leave of absence must be submitted at least thirty (30) calendar days in advance. 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

**4.13.2 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.

**4.13.3 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. Any additional leave will be considered under applicable federal law.

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

**4.13.5** Beginning 01/01/2020, eligible employees shall participate in, be subject to, and be entitled to the Washington State Paid Family and Medical Leave law.

**4.14 Vacation Transfer**

**4.14.1** Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County Resolution.

**4.15 Sub-Contracting**

**4.15.1** 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 is severed, such employee shall be entitled to the following:

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

<b><u>Severance Pay Eligibility Contributions</u></b>	<b>Additional</b>	<b>Month(s)</b>	<b>of</b>	<b>Employer</b>
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1 – 4 Weeks	One (1) additional non-mandatory month of health & welfare contribution.
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.

**4.16 D.R.I.V.E. Check-Off**

**4.16.1** 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.

**4.16.2** 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.

**4.16.3** D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase “month worked” excludes any month other than a month in which the employee earned a wage

**4.16.4** The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in two (2) check, the total 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.

**4.17 Immunizations**

**4.17.1.** 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 Employer shall authorize, for reimbursement purposes, an employee to obtain the appropriate immunization. The expense of the immunization shall be submitted to the employee’s insurance carrier by the employee. Whatever portion is not paid by the employee’s insurance shall be reimbursed to the employee by the Employer.

**4.17.2** 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

**4.17.3** Immunizations and tests that may be made available under this provision include

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

4.17.4 . 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.

#### **4.18 Promotions and Job Openings**

4.18.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification within the scope of the bargaining unit, a notice of such opening shall be posted on all applicable 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.

4.18.2 Promotions into an advanced position or entry into a newly created position shall be considered temporary for a period of twelve (12) calendar months from the date of promotion or change of classification.

4.18.3 Within the twelve (12) calendar months from the date of promotion, should the Employer and/or his or her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. Within six (6) calendar months from the date of promotion, the employee may return to the previous job classification if the employee requests to do so.

4.18.4 An employee who is demoted from a promotional or changed position, at the sole discretion of the Employer during the employee's twelve (12) month promotional probationary period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

4.18.5 Promotional Advancement Only: An employee who has completed the initial six (6) months in a promotional position may request to return to a vacant position of their previous classification. Such voluntary demotion shall be allowed at the sole discretion of the employer.

4.18.6 An employee who changes from one job classification to a higher range job classification shall be placed at a step which will provide a minimum of a five percent (5.0%) increase in salary on the salary range of the job classification to which the employee is promoted. If five percent (5.0%) exceeds the top of the range the top of the range shall apply.

4.19 Work Schedule Posting: Work schedules for the upcoming year will be posted by July 1<sup>st</sup> but are always subject to change up to and including after implementation with 48 hours of notice. Management will make every effort to ensure that the one (1) year day shift duty assignment is rotated amongst full-time detention staff as long as that duty assignment exists.

### **5. GRIEVANCE PROCEDURE**

#### **5.1 Purpose and Scope**

5.1.1 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.

**5.1.2** Disciplinary action which does not create a property loss, (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration if such matter remains unresolved after completion of Step Two. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer. If the employee becomes subject to another disciplinary action, and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.

**5.1.3** 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.

## **5.2 Processing Steps**

**5.2.1** Step One. The Union and/or the employee shall submit the grievance in writing to the Administrator within twenty-one (21) calendar days of the events giving rise to the grievance. In the case of an alleged underpayment or overpayment of wages, the complaining party shall submit the grievance to the other party within a reasonable period of time after discovery of the alleged discrepancy, not to exceed a period of time of three (3) years. At this step one of the process, alleged overpayments of wages shall be submitted by the Employer to the designated bargaining Union representative. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. Within twenty-one (21) calendar days thereafter, the Administrator shall submit an answer in writing to the Union and employee.

**5.2.2** Step Two. Should the Union decide the reply of the Administrator is unsatisfactory, the Union shall within twenty-one (21) calendar days submit the grievance in writing to the Presiding judge. At this step two of the process, alleged overpayments of wages shall be submitted by the Employer to the President of the Local Union. Within twenty-one (21) calendar days thereafter, the Presiding Judge shall submit an answer in writing to the Union.

**5.2.3** Step Three. Should Step Two fail to resolve the grievance, the Union shall within twenty-one (21) calendar days after the Union's receipt of the Presiding Judge's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

## **5.3 Arbitration**

**5.3.1** Within twenty-one (21) 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 with preference given to a local arbitrator if possible. 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.

**5.3.2** Within twenty-one (21) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet or confer by telephone 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.

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

a) 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.

b) 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.

c) 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,.

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

e) Each party shall bear its own costs associated with the arbitration, including attorney’s fees. Both parties shall equally share the cost of an independent arbitrator.

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

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

**5.3.4** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based.



## **6. EMPLOYEE DEFINITIONS**

For the purpose of this Agreement, the following definition of terms shall apply:

### **6.1 Full-Time Employee**

**6.1.1** A salaried employee regularly scheduled to work forty hours a week or 168 hours per 28 day cycle.

### **6.2 Part-Time Employee**

**6.2.1** An hourly employee assigned to work a rotating schedule up to 40 hours per week or 168 hours per 28 day cycle.

### **6.3 Casual or Non-Regular Employee**

**6.3.1** An employee who is either a periodic, extra-help, fill-in or project employee who works sixty-nine (69) hours or less per month. Such an employee shall not be in the bargaining unit or be subject to the provisions of this Agreement.

### **6.4 Probationary Employee**

**6.4.1** An employee who is serving his or her first twelve (12) months of employment with the Juvenile Division. 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.

### **6.5 Shift Lead**

**6.5.1** An employee who is assigned to additional duties and responsibilities for the duration of a work shift and who is eligible to receive out of class pay for that additional work

### **6.6 Supervisor**

**6.6.1** An employee permanently appointed by the Juvenile Court Administration to a position with a higher pay grade and specified additional duties and responsibilities.

## **7. SENIORITY**

### **7.1 Seniority Standing**

**7.1.1** Each employee shall have seniority standing equal to such employee's continuous length of service within the Juvenile Court in a classification within the bargaining unit.

**7.1.2** Seniority shall be terminated by separation from Juvenile Court service, except in the case of a reduction in force, or a disability leave of absence not to exceed eighteen (18) months.

**7.1.3** Upon transfer to another Employer department accrued and unused sick leave, vacation leave, and floating holiday may be transferred to said department.

**7.1.4** Time worked as a casual employee may not be utilized by the employee to establish a seniority date for application under the terms and conditions of this agreement.

## **7.2 Layoff & Recall**

**7.2.1** In the event the Employer concludes that a reduction in the level of service is warranted by budgetary or work activity reasons, the Employer shall determine the position(s) to be eliminated.

**7.2.2** In the event of a layoff, employee(s) shall be laid off in reverse order of their seniority within the bargaining unit. For layoff purposes only, seniority for detention officer and detention supervisor classifications shall be considered collectively.

**7.2.3** A laid off employee shall have a right of recall for a period of eighteen (18) months following layoff. This recall right shall expire upon the employee failing to return to active employment service within thirty (30) calendar days of notice from Employer.

**7.2.4** When two (2) or more employees have the same hire date, ties shall be broken by the level of placement on the Employer's hiring list, with the higher listed employee resulting in the highest seniority placement. Employees hired on the same day shall be advised of their hiring list placement and a notation shall be made in each individual employee's personnel file.

**7.2.5** When two (2) or more employees have the same date of promotion, ties shall be broken by the level of placement on the Employer's promotion list. Employees promoted on the same day shall have a notation made in their personnel file as to their ranking on the promotion list for the purposes of a reduction of supervisor positions. In the event of a reduction, the lower ranking employee would be the first to revert to a detention officer position if one is available.

## **8. EMPLOYEE WAGES & CLASSIFICATIONS**

### **8.1 Salaries**

**8.1.1** Salaries for the term of the agreement shall be as set forth in an Appendix attached to this agreement. Part-time employees are paid by the hour. The hourly rate for part-time employees shall be as set forth in an Appendix attached to this agreement.

**8.1.2** For purposes of computing overtime, the full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any specialty pay, shift lead pay, longevity, and dividing the total by 173.33. Holiday pay does not factor into determining the overtime.

**8.1.3** An employee advanced to another classification shall not suffer a reduction of pay due to the advancement.

## **8.2 Payday**

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

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

## **9. COMPENSABLE HOURS**

### **9.1 Hours of Work**

**9.1.1** The standard shift schedule shall consist of a twenty-eight (28) calendar day, one hundred sixty eight (168) hour cycle. The weekly work cycle shall consist of three (3) or four (4) twelve (12) hour work days and four (4) or three (3) consecutive days off depending on the base schedule. Commencement of hours of each shift shall be determined by the Employer. Each employee shall be scheduled twelve (12) hours off during a rotation of the work shift.

**9.1.3 Alternate Work Week:** The alternate work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or, at the discretion of the Administrator, four (4) ten (10) hour days with three (3) consecutive days off. The alternate work week may be selected at the sole discretion of the Administrator provided at least one (1) complete cycle notice is given to the Union.

**9.1.4 Shift Adjustments:** An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled shift. Individual employees may waive the forty-eight (48) hour notice. Mandated changes with less than forty-eight (48) hour notice shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift.

**9.1.5** In addition to the employee's monthly base salary, each full time employee assigned to the 168 hours per 28 day cycle schedule shall be paid 104 hours per calendar year at a rate of 8.66 hours per month at their base hourly rate. The base hourly rate shall be calculated by taking the employee's current monthly base salary, multiplying it by 12 and dividing it by 2,080.

The additional 8.66 hours of compensation only applies to those full-time employees assigned to work 168 hours per 28 day cycle. In such case as the alternate work week is assigned, whether to individual employees or all employees, such employees shall not be entitled to the additional 8.66 hours per month of compensation.

## **9.2 Meal & Rest Breaks**

**9.2.1** An employee, while assigned to the actual detention facility, shall be permitted, during the course of their shift, to take a thirty (30) minute paid lunch break at the approximate mid-point of their shift. The Employer shall provide a meal for such employees. .

**9.2.2** The employee shall be permitted to take two (2) fifteen (15) minute rest breaks, near the middle of each half of the employee's shift. An employee working the twelve (12) hour shift schedule shall be permitted, during the course of their shift, to take three (3) fifteen (15) minute rest breaks, spread throughout the shift.

**9.2.3** All such breaks to be taken as time permits and the employee shall remain on the Employer's premises. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

**9.2.4** Meal purchase for transport only – The Employer will supply a county purchasing card for the use of the employee to make meal purchases while in an approved training, travel, or transport status. The authorized meal purchase(s) amount will be up to the allowance provided by the Washington State Per Diem reimbursement rates in the county where the meal is purchased. Meal receipts are required as outlined by Juvenile Court policy 4.5 PURCHASE CARD USE.

## **9.3 Overtime**

**9.3.1** Eight Hour Shift: Any compensable hours in excess of eight (8) hours per shift or forty (40) hours per designated work week shall be paid at the rate of time and one-half the employee's regular rate of pay. The eight (8) hour threshold may be waived by mutual agreement of the affected employee and the Employer.

**9.3.2** Twelve Hour Shift: Computation of overtime, on the twelve (12) hour shift schedule, will be based upon compensable hours in excess of one hundred sixty eight (168) hours per twenty-eight (28) calendar day work cycle. Overtime shall be paid at one and one-half times (1½) the employee's individual regular rate of pay. A full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any applicable specialty pay, shift lead pay, longevity, and compensation of 8.66 hours of hourly base rate pay in the month, and dividing the total by 182. Holiday pay does not factor into determining the overtime rate.

## **9.4 Call Time**

**9.4.1** Any employee, except a part-time employee who has not worked forty (40) or more hours in the designated work week, called to report to work at the facility outside of their regularly scheduled work shift, unless notified prior to completion of their regular shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time of one and one-half (1½) their regular rate of pay until he or she completes two (2) hours of work. The employee shall be paid the balance of their regular shift at the appropriate rate.

## **9.5 Staff Meetings**

**9.5.1** When an employee attends a monthly staff meeting on their off-duty time, he or she shall be compensated for a minimum of two (2) hours at their applicable rate of pay for time at such staff meetings. The employee must be in actual attendance for the entirety of the staff meeting in order to qualify for such minimum hour pay. Such compensation shall be paid in wages unless the employee requests, and the Administrator approves, compensatory time off in lieu of pay

## **9.6 Court or Hearing Time**

**9.6.1** When an employee is subpoenaed by a party, or is directed by the Employer, to attend any court proceeding or administrative hearing for the purpose of providing testimony arising from such employee's official duties, and such attendance is not entirely within the employee's regularly scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift. Any part of an hour shall constitute one (1) full hour. With respect to hours worked outside the regular work shift, unless the court or hearing time is worked consecutively prior to or after the employee's regularly scheduled hours of work, the employee shall be paid a two (2) hour minimum at the time and one-half rate.

**9.6.2** Unless the employee is off duty or utilizes vacation or compensatory time, all compensation received, whether from the court or from the party who subpoenas the employee, shall be promptly refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the employee's supervisor.

## **9.7 Acting Supervisor**

**9.7.1** The Employer, in its discretion, may designate an acting supervisor to fill vacancies for thirty (30) calendar days or more. If the Employer designates a particular employee as acting supervisor, such employee shall receive compensation at the Supervisor's rate of pay.

## **9.8 Working out of Classification**

**9.8.1** Any employee assigned to temporarily work out of classification, in a higher paid classification, by direction of the Employer and/or designee, shall be compensated for all hours worked at the higher classification's lowest rate of pay, provided, such placement shall, in any event, be at a step level sufficient to provide a pay enhancement of at least five percent (5%). If the top of the range is less than five percent (5%), the top of the range shall be applied.

**9.8.2** It shall be the employee's responsibility to notify the Employer of the claim for 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 the applicable time reporting period 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.

**9.8.3** An employee assigned the additional duties and responsibilities of shift lead shall receive one dollar and forty cents (\$1.40) per hour above the employee's base rate of pay for all hours worked as shift lead.

## **9.9 Compensatory Time**

**9.9.1** Upon approval of the Employer an employee may elect to 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 two hundred forty (240) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum. Compensation time in excess of two hundred forty (240) hours must be taken as time off or converted to pay at the discretion of the Employer.

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 (Elected or Director), or his or her designee for consideration.

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

**9.9.2** Scheduling of the taking of compensatory time off is to be by approval of the Employer (Elected or Director) or designee. Once scheduled, 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.

**9.9.3** Upon termination, employees shall be paid at their hourly rate for all accrued but unused hours of compensatory time.

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

## **9.10 Bilingual Pay**

**9.10.1** All employees who have been assigned by the Employer to provide conversational language services shall have added to their base pay one percent (1.00%).

a) An employee's ability to speak an approved language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the one percent (1%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.2** All employees who have been assigned by the Employer to provide advanced language services (defined as the ability to participate in conversations around all subject matter that a typical juvenile court employee would engage in as part of their role) shall have added to their base pay three percent (3.00%).

a) An employee's ability to speak an approved language at an advanced level shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in conversations around all subject matter that a typical court employee would engage in as part of their role. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the three percent (3%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.3** Designation of bilingual proficiency shall be solely at the discretion of the administrator.

### **9.11 Tactics Instructor**

An employee assigned by the administrator as a Tactics Instructor shall receive an additional \$80 for each calendar month in which the instructor conducts one or more tactics training session(s) at the direction of the Administrator or his or her designee.

## 10. EMPLOYEE BENEFITS

### 10.1 Benefit Eligibility

**10.1.1** Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid/provided benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall receive no health and welfare benefits but shall have all other benefits provided under this agreement prorated; casual employees with less than sixty-nine (69) compensable hours per month shall receive no benefits. An eligible employee shall be allowed to supplement hours worked in a month when that employee fails to make the qualifying eighty (80) hours in anyone (1) month.

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.

**10.1.2** Effective January 1, 2022, the Employer contributed one thousand eighty eight dollars and fifty cents (\$1,288.50) toward the premiums for the insurance enumerated in Section 10.2 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.

### 10.2 Insurance

**10.2.1 Medical, Dental, & Vision:** Effective January 1, 2023 based on December 2022 hours, the Employer shall pay to the Washington Teamsters Welfare Trust care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours the previous calendar month, the amounts required for the following plans:

<b>Plan</b>	<b>Rates as of 01/01/22</b>
Medical - Plan Z	\$1,227.50
9 Month Disability Waiver	\$11.40
Life AD&D Plan A	\$8.60
Time Loss Plan A	\$18.00
Dental - Plan A	\$120.50
Vision - Extended	\$17.10



**10.2.2** 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.

<b>WCIF – Standard Insurance</b>	<b>Rates as of 01/01/22</b>
Employee/Dependent Life	\$2.20

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

<b>Standard Insurance Co.</b>	<b>Rates as of 01/01/22</b>
Short Term Disability	\$2.85

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

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

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

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

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

**10.2.9 Flexible Spending Account:** Should the Employer agree to a Flexible Spending Account (FSA) for any of the Teamsters bargaining units, excluding those with interest arbitration rights, the Employer shall provide the exact benefit for this bargaining unit. The agreement shall in the form of a Memorandum of Understanding and attached to this agreement.

### **10.3 Sick Leave**

**10.3.1** Each full-time employee shall accrue eight (8) hours of sick leave with pay for each month of employment. When an employee has accrued sick leave in excess of one thousand three hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to one thousand three hundred twenty (1320) hours as of the first (1<sup>st</sup>) day of January of each calendar year. Part-time employees 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 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. Should the employee accrue the maximum accumulation of thirteen hundred twenty (1320) hours, the employee would be eligible to receive WPSL (Washington Paid Sick Leave) at the rate of eight (8) hours per month. This time may be accessed in the duration of the calendar year on a last-earned first-use basis. Any amount of sick time in excess of thirteen hundred twenty (1320) hours shall revert to the maximum accumulation of thirteen hundred twenty (1320) hours beginning the first (1<sup>st</sup>) day of January of every calendar year. WPSL shall carry no cash value for payout purposes.

**10.3.2** 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, or in accordance with County Personnel Policies and/or State/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, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, 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, registered domestic partner, and any person who is a non-pecuniary resident of the employee's household.

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

**10.3.4** Such employees shall be allowed to use sick leave for personal doctor or dental appointments or for appointments of immediate family members when the employee's presence is required and for any additional reasons as outlined in the Washington State Paid Sick Leave law.

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

**10.3.6** An employee on Worker's Compensation may use accrued sick leave in units of one (1) hour to make up the full difference between the Worker's Compensation payment and the employee's regular paycheck, provided, however, the employee provides sufficient notice to the Employer by the tenth (10th) of the previous month so as to allow sufficient time to make the appropriate deductions from the payroll.

**10.3.7** Any employee, at the time of separation, except casual, probationary (new hire), and 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 designated beneficiary or 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 of any previous sick leave cash out shall not be restored upon re-hire. Any sick leave hours restored to 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.

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

#### **10.4 Bereavement Leave**

**10.4.1** Up to three (3) workdays shall be granted without any 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.

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

**10.4.3** Employees who attend the funeral or memorial service of a County Employee shall receive up to two (2) hours bereavement leave when such services are held during working hours.

#### **10.5 Vacation**

**10.5.1** Annual leave with pay shall be accrued by each employee in accordance with the provisions of Section 10.5.6.

**10.5.2** Annual leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment with the Employer.

**10.5.3** Employees transferring within the offices and departments of Lewis County shall be entitled to transfer accrued vacation leave to each succeeding offices or department.

**10.5.4** An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Employer not later than December 31st of the current year. The Employer shall approve, reject, or ask for rescheduling not later than January 31st of a vacation year, based on the employee's seniority standing within the bargaining group. Second, or subsequent requests, shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Once scheduled and approved, 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.

**10.5.5** Annual leave shall be used and charged in units of one (1) hours.

**10.5.6** An employee shall accrue vacation in accordance with the following schedule. Actual accrual shall be made monthly

<b>Year</b>	<b>Month of County Service</b>	<b>Accrual Rate Hours per Month</b>	<b>Accrual Rate Hours per Year</b>
1	1 - 12	8.50	102
2	13 - 24	9.00	108
3	25 - 36	9.50	114
4	37 - 48	10.00	120
5	49 - 60	11.00	132
6	61 - 72	11.00	132
7	73 - 84	11.50	138
8	85 - 96	12.00	144
9	97 - 108	12.50	150
10	109 - 120	13.00	156
11	121 - 132	13.00	156
12	133 - 144	13.50	162
13	145 - 156	13.50	162
14	157 - 168	14.00	168
15	169- 180	14.50	174
16	181-192	15.00	180
17	193-204	15.50	186
18	205-216	16.00	192
19	217-228	16.50	198
20	229+	17.00	204

**10.5.7** Annual leave may be accrued to a maximum of three hundred twenty (320) hours subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, is laid off or dies shall be paid by the

Employer at the ensuing payday for any unused accrued annual leave (including a prorated monthly accrual to reflect any portion of the final calendar month worked by the employee) up to a maximum of two hundred forty (240) hours. Employees who resign or are terminated for unsatisfactory performance within the first six months of employment will not receive pay for any accrued but unused annual leave.

**10.5.8** An employee who postpones vacation at the request of the Employer shall be allowed to accrue in excess of the three hundred twenty (320) hour maximum in order to prevent loss of vacation benefits to the employee.

**10.6 Holidays**

**10.6.1** Employees shall receive eleven (11) paid holidays each calendar year unless an additional holiday is proclaimed by the Governor of the state as a legal holiday. The designated legal holidays are set forth below:

New Year’s Day	January 1
M. L. King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Personal Day	Vacation Credit
By Governor’s Proclamation	Any day designated by public proclamation of the Governor of the State as a legal holiday

**10.6.2** . Each employee shall be credited with eight (8) hours to their vacation bank for their Personal Day. The vacation bank will be credit on January 1<sup>st</sup> of each year for current employees and on the date of hire for newly hired employees.

**10.6.3** For Employees Assigned Outside of Regular Detention Duties: When a recognized holiday falls on an employee’s regularly scheduled workday, the employee may be given the holiday off or with mutual agreement another day within the workweek. The day off shall be equivalent to the employee’s regular scheduled work day. Should the recognized holiday fall on the employee’s regularly scheduled day off, the employee shall be given an adjacent day off, or with mutual agreement of the Employer another day off within the work week. The day off shall be equivalent to the employee’s regular scheduled work day.

**10.6.4** For Employees Assigned Outside of Regular Detention Duties: An employee working on a county designated holiday and is unable to take an alternate day off during that workweek shall be compensated for all hours worked on such holiday at time and one half (1½) times the employee's regular hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.5** Regular Detention Duty Assignment: For each recognized holiday the employee may be assigned the holiday off. When a recognized holiday falls on the full time detention officer's regularly scheduled day off, management will designate an adjacent day as the employee's designated holiday and may assign the holiday off. Full-time detention officers assigned the holiday or designated holiday shift off will be paid at their straight-time rate for hours they are scheduled to work on that shift even though they do not work.

**10.6.6** A full time detention officer scheduled to work on the holiday or their designated holiday shall be compensated for all hours worked on such holiday shift at one and one half (1.5x) times the employee's base hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.7** A regular part time detention officer's holiday will always be the twenty-four (24) hour calendar holiday. A regular part time detention officer will be assigned to work on the holidays unless scheduled to be off by management. Regular part time detention officers shall be compensated for all hours worked on the calendar holiday at one and one half (1.5x) times the employee's base hourly rate of pay as determined by their placement on the salary grid on the date of the holiday. If the regular part time detention officer is approved to be off by management on a calendar holiday they will receive eight (8) hours of holiday pay at their base rate.

**10.6.8** For full time detention officers assigned to night shift whose normal work shifts begin on one calendar day and ends on the next, the holiday hours worked will be determined by the start of the scheduled night shift that begins on the calendar holiday or designated holiday and will include the entire shift of consecutive hours worked. The end of a separate shift that concludes on a holiday or designated holiday, but that began on a separate calendar day are not also included in the calculation of hours worked on a holiday or designated holiday.

**10.6.9** An employee scheduled to work on a holiday or designated holiday who is sick or otherwise unable to report for their scheduled shift will have their sick leave debited in accordance with section 10.3 for all hours on the shift and no additional compensation associated with the holiday shall be provided.

## **10.7 Shift Differential**

**10.7.1** 12 Hour Shifts: Employees' working on the twelve (12) hour work schedule, which a majority of work hours fall between 1800 and 0600 hours, shall receive seventy-six dollars (\$76.00) each twenty-eight (28) day work cycle provided that such employees works a minimum of eighty (80) hours during such cycle.

**10.7.2** 5/8 or 4/10 Shifts: Employees' working a minimum of eighty (80) hours each month on one of the following work schedules shall receive shift differential compensation in the following manner.

a) Swing Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 1800 and 2300 hours shall receive additional compensation of forty dollars (\$40.00) each month.

b) Graveyard Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 2300 and 0600 hours shall receive additional compensation of seventy-six (\$76.00) each month.

## **10.8 Educational Reimbursement**

**10.8.1** 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 regular full-time employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

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

**10.8.3** 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 in the performance of the employee's job.

**10.8.4** 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.

**10.8.5** An employee who receives tuition reimbursement agrees to continue to work for the Employer for twenty-four (24) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twenty-four (24) month period is not met.

**10.8.6** 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.

## 10.9 Longevity

**10.9.1** For each year of continuous service beginning with the eighty-fifth (85<sup>th</sup>) 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 (10)

Effective January 1, 2023 the following 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	\$100.00 per month

and an additional ten dollars (\$10.00) per month for each year after ten (10)

## 10.10 Clothing

**10.10.1** Employees covered under this under this agreement who regularly appear in court, shall be reimbursed up to two hundred dollars (\$200.00) annually for the purchase of courtroom attire.

**10.10.2** The Employer shall reimburse the employee for any dress code clothing not provided by Employer and damaged in the performance of assigned duties that has been determined by the Employer to be the result of a non-negligent employment practice and the Employer has reviewed the damaged clothing and agrees that it is not fit for duty. The Employer does not have any responsibility to replace clothing no longer useable due to normal wear and use.

## 11. SEVERABILITY

### 11.1 Severability

**11.1.1** 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.

**12. DURATION OF AGREEMENT**

**12.1 Termination and Re-Opener**

**12.1.1** This Agreement shall be effective as of the September 1, 2022 and shall remain in full force and effect to and through December 31, 2025.

**12.1.2** 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 substance and instrumental language of the changes by mail to other party within the following time frame: Union proposal to be submitted not later than August 31st of the last year of this Agreement; Employer proposal to be presented not later than September 15th of the last year of this Agreement. The first negotiation meeting shall be held not later than October 1st of the last year of this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_.

**For Wage Related Matters: Board of County Commissioners**

\_\_\_\_\_  
**Lindsey R. Pollock, DVM, Chair**

\_\_\_\_\_  
**Brian Blaisdell, Secretary/Treasurer**

\_\_\_\_\_  
**Sean D. Swope, Vice-Chair**

\_\_\_\_\_  
**Rob DeRosa, Senior Business Agent**

\_\_\_\_\_  
**F. Lee Grose, Commissioner**

**Attest:**

\_\_\_\_\_  
**Rieva Lester, Clerk of the Board**

**For Non-Wage Related Matters:**

\_\_\_\_\_  
**James Lawler, Presiding Judge  
Lewis County Superior Court**

**13. APPENDIX A – Seniority Dates**

**13.1 Seniority Dates**

**13.1.1** This appendix is intended to set forth and accurately reflect the employee’s respective date of hire for application under this Agreement. The seniority listing is reflective of employees employed at the time the contract was placed in force and is not intended to be inclusive of all employees employed during the term of the Agreement.

<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>	<b>Promotion Date</b>	<b>Longevity Date w/ County</b>
Lowell Stewart	Detention Supervisor	10/01/87	05/01/19	10/01/87
Richard Sanchez	Detention Supervisor			
Kellie Wright	Detention Supervisor	01/08/09	08/01/19	01/08/09
Kenny Miller	Detention Supervisor	04/14/14	05/01/19	04/14/14
<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>		<b>Longevity Date w/ County</b>
Robin Hood	Detention Officer	07/15/97		07/15/97
Ross Cothren	Detention Officer	05/01/08		05/01/08
Randi Folsom	Detention Officer II	11/01/16		11/01/16
Roberto Patraca	Detention Officer	08/16/19		08/16/19
Kendall Jonathan	Detention Officer	01/01/22		01/01/22
Gabriel Wickert	Detention Officer	01/01/22		01/01/22
Kristi Heckelsberg	Detention Officer	02/16/22		02/16/22
Abraham Moreno	Detention Officer	6/27/22		06/27/22

**14. APPENDIX B – Classifications and Salary Schedule**

**14.1 Classifications**

**Detention Officer      Range 118**  
**Detention Officer II    Range 120**  
**Detention Supervisor    Range 122**

**14.2 2022-2025 Wage Adjustment**

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

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

**14.2.3** Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3.00%).

**14.2.4** Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3.00%)

**14.3 Step Increases**

**14.3.1** Step increases from the first day of the month through the fifteenth (15<sup>th</sup>) of the month shall be payable on the first (1<sup>st</sup>). Step increases from the sixteenth (16<sup>th</sup>) of the month through the end of the month shall be payable on the sixteenth (16<sup>th</sup>).

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252**

**AND**

**LEWIS COUNTY JUVENILE COURT  
(JUVENILE DETENTION)**

September 1, 2022 - December 31, 2025

**RATIFICATION 8/4/2022**

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# **1. INTRODUCTION**

## **1.1 Preamble**

**1.1.1** Lewis County, a political subdivision of the State of Washington, and Teamsters Union Local #252, hereinafter known as the “Union,” do hereby enter into this agreement for the purposes of negotiating wages and benefits directly related to wages, hereinafter referred to as “wages” or “wage related matters,” and other issues not involving wages and benefits directly related to wages, hereinafter referred to as “non-wage” or “non-wage related matters.” Pursuant to RCW 41.56.030(1) the Employer for purposes of negotiating wages shall be the Lewis County Board of Commissioners, and the Employer for the purposes of negotiating non-wage related matters shall be the Superior Court judges or their designee.

## **1.2 Union - Management Relations**

**1.2.1** All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

# **2. RECOGNITION**

## **2.1 Scope of Bargaining Unit**

**2.1.1** For the purpose of collective bargaining with respect to wages, hours and working conditions, the Employer recognizes the Union as the designated representative of its employees in the Lewis County Superior Court, Juvenile Division Detention Center. Exempted positions are: Administrator, Detention Manager, Assistant Administrator, Support Services Supervisor, employees represented under a separate collective bargaining agreement and those employees other than regular full-time and regular part-time employees.

# **3. MANAGEMENT RIGHTS**

## **3.1 Customary Functions**

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

- a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer’s employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;
- d) to hire employee, determine their qualifications and assign and direct their work;



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

### **3.2 Non-Waiver**

**3.2.1** 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.

### **3.3 Employer Options**

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

### **3.4 Performance Standards**

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

## **4. EMPLOYMENT POLICIES**

### **4.1 Jury Duty**

**4.1.1** Employees shall be allowed time off without loss of pay for jury duty. Compensation received by the employee from a court shall be retained by the employee.

### **4.2 Non-Discrimination**

**4.2.1** The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, or mental or physical handicap, or any other protected class as defined by State or Federal law.

**4.2.2** Alleged violations of the non-discrimination provision shall be processed by submission by the employee of a complaint to the appropriate County, State, or Federal agency charged with the enforcement of such discrimination laws for investigation and adjudication of the complaint. The Union will provide the employee with the name, address, and phone number of the appropriate enforcement agency.

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

### **4.3 Union Security**

**4.3.1** The Employer and the Union agree all employees holding positions covered under this Agreement shall meet the following condition:

a) 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.

b) 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.

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

#### **4.4 Check-off of Union Dues and Initiation**

**4.4.1** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month.

**4.4.2** Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

#### **4.5 Personnel Files**

**4.5.1** 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. 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. Such inspection shall occur not more frequently than once per calendar year unless the Employer otherwise consents. 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.

**4.5.2** 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 or designee to be irrelevant or incorrect and the Employer or designee refuses to remove such information.

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

## **4.6 Investigations**

**4.6.1** 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.

**4.6.2** 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.

**4.6.3** 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.

**4.6.4** 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.

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

**4.6.6** 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.

## **4.7 Just Cause for Discipline**

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

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

## **4.8 Administrative Leave & Progressive Discipline**

**4.8.1** Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action. Furthermore, the Employer recognizes part of a "just cause" standard requires the use of "progressive" discipline, when appropriate, relative to allegations made against an employee.

## **4.9 Training**

**4.9.1** The Employer is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Employer.

**4.9.2** The school or training, referred to in Section 4.9.1 above, shall be mandatory upon each employee whether on his off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

## **4.10 Safety**

**4.10.1** Safety violations or suggestions may be submitted in writing to either the Department's safety committee member or directly to the County Safety Officer. Nothing contained in this provision shall be construed as limiting an employee's access to appropriate State or Federal agencies.

## **4.11 Labor/Management Meetings**

**4.11.1** Labor/management meetings shall be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract provision negotiations procedure, or to air individual employee concerns. On behalf of the Union, only the Union representative and the two (2) elected stewards shall be present for the purpose of representation of the Union's position, except by mutual agreement between the Employer and the Union. No more than three (3) Employer representatives shall be present for representation of the Employer's position, except by mutual agreement between the Employer and the Union. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay. The employer shall be allowed to adjust the employee's schedule within the work week or 28 day cycle to prevent the payment of overtime for attendance at such meetings.

## **4.12 Union Material**

**4.12.1** The Union shall be permitted to post appropriate meeting notices and general Union information on designated bulletin boards on the Employer's premises.

## **4.13 Leaves of Absence**

**4.13.1** The Employer, at the Employer's sole discretion, may grant a leave of absence upon written request from an employee. Requests for a leave of absence must be submitted at least thirty (30) calendar days in advance. 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

**4.13.2 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.

**4.13.3 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. Any additional leave will be considered under applicable federal law.

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

**4.13.5** Beginning 01/01/2020, eligible employees shall participate in, be subject to, and be entitled to the Washington State Paid Family and Medical Leave law.

**4.14 Vacation Transfer**

**4.14.1** Eligible employees shall be allowed to transfer accrued annual leave to other employees as permitted by County Resolution.

**4.15 Sub-Contracting**

**4.15.1** 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 is severed, such employee shall be entitled to the following:

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

<b><u>Severance Pay Eligibility Contributions</u></b>	<b>Additional</b>	<b>Month(s)</b>	<b>of</b>	<b>Employer</b>
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1 – 4 Weeks	One (1) additional non-mandatory month of health & welfare contribution.
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.

**4.16 D.R.I.V.E. Check-Off**

**4.16.1** 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.

**4.16.2** 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.

**4.16.3** D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase “month worked” excludes any month other than a month in which the employee earned a wage

**4.16.4** The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in two (2) check, the total 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.

**4.17 Immunizations**

**4.17.1.** 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 Employer shall authorize, for reimbursement purposes, an employee to obtain the appropriate immunization. The expense of the immunization shall be submitted to the employee’s insurance carrier by the employee. Whatever portion is not paid by the employee’s insurance shall be reimbursed to the employee by the Employer.

**4.17.2** 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

**4.17.3** Immunizations and tests that may be made available under this provision include

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

4.17.4 . 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.

#### **4.18 Promotions and Job Openings**

4.18.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification within the scope of the bargaining unit, a notice of such opening shall be posted on all applicable 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.

4.18.2 Promotions into an advanced position or entry into a newly created position shall be considered temporary for a period of twelve (12) calendar months from the date of promotion or change of classification.

4.18.3 Within the twelve (12) calendar months from the date of promotion, should the Employer and/or his or her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. Within six (6) calendar months from the date of promotion, the employee may return to the previous job classification if the employee requests to do so.

4.18.4 An employee who is demoted from a promotional or changed position, at the sole discretion of the Employer during the employee's twelve (12) month promotional probationary period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

4.18.5 Promotional Advancement Only: An employee who has completed the initial six (6) months in a promotional position may request to return to a vacant position of their previous classification. Such voluntary demotion shall be allowed at the sole discretion of the employer.

4.18.6 An employee who changes from one job classification to a higher range job classification shall be placed at a step which will provide a minimum of a five percent (5.0%) increase in salary on the salary range of the job classification to which the employee is promoted. If five percent (5.0%) exceeds the top of the range the top of the range shall apply.

4.19 Work Schedule Posting: Work schedules for the upcoming year will be posted by July 1<sup>st</sup> but are always subject to change up to and including after implementation with 48 hours of notice. Management will make every effort to ensure that the one (1) year day shift duty assignment is rotated amongst full-time detention staff as long as that duty assignment exists.

### **5. GRIEVANCE PROCEDURE**

#### **5.1 Purpose and Scope**

5.1.1 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.

**5.1.2** Disciplinary action which does not create a property loss, (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration if such matter remains unresolved after completion of Step Two. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer. If the employee becomes subject to another disciplinary action, and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.

**5.1.3** 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.

## **5.2 Processing Steps**

**5.2.1** Step One. The Union and/or the employee shall submit the grievance in writing to the Administrator within twenty-one (21) calendar days of the events giving rise to the grievance. In the case of an alleged underpayment or overpayment of wages, the complaining party shall submit the grievance to the other party within a reasonable period of time after discovery of the alleged discrepancy, not to exceed a period of time of three (3) years. At this step one of the process, alleged overpayments of wages shall be submitted by the Employer to the designated bargaining Union representative. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. Within twenty-one (21) calendar days thereafter, the Administrator shall submit an answer in writing to the Union and employee.

**5.2.2** Step Two. Should the Union decide the reply of the Administrator is unsatisfactory, the Union shall within twenty-one (21) calendar days submit the grievance in writing to the Presiding judge. At this step two of the process, alleged overpayments of wages shall be submitted by the Employer to the President of the Local Union. Within twenty-one (21) calendar days thereafter, the Presiding Judge shall submit an answer in writing to the Union.

**5.2.3** Step Three. Should Step Two fail to resolve the grievance, the Union shall within twenty-one (21) calendar days after the Union's receipt of the Presiding Judge's decision, give notice to the Employer of its intent to submit the grievance to arbitration.

## **5.3 Arbitration**

**5.3.1** Within twenty-one (21) 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 with preference given to a local arbitrator if possible. 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.

**5.3.2** Within twenty-one (21) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet or confer by telephone 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.

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

a) 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.

b) 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.

c) 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,.

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

e) Each party shall bear its own costs associated with the arbitration, including attorney’s fees. Both parties shall equally share the cost of an independent arbitrator.

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

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

**5.3.4** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based.

## **6. EMPLOYEE DEFINITIONS**

For the purpose of this Agreement, the following definition of terms shall apply:

### **6.1 Full-Time Employee**

**6.1.1** A salaried employee regularly scheduled to work forty hours a week or 168 hours per 28 day cycle.

### **6.2 Part-Time Employee**

**6.2.1** An hourly employee assigned to work a rotating schedule up to 40 hours per week or 168 hours per 28 day cycle.

### **6.3 Casual or Non-Regular Employee**

**6.3.1** An employee who is either a periodic, extra-help, fill-in or project employee who works sixty-nine (69) hours or less per month. Such an employee shall not be in the bargaining unit or be subject to the provisions of this Agreement.

### **6.4 Probationary Employee**

**6.4.1** An employee who is serving his or her first twelve (12) months of employment with the Juvenile Division. 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.

### **6.5 Shift Lead**

**6.5.1** An employee who is assigned to additional duties and responsibilities for the duration of a work shift and who is eligible to receive out of class pay for that additional work

### **6.6 Supervisor**

**6.6.1** An employee permanently appointed by the Juvenile Court Administration to a position with a higher pay grade and specified additional duties and responsibilities.

## **7. SENIORITY**

### **7.1 Seniority Standing**

**7.1.1** Each employee shall have seniority standing equal to such employee's continuous length of service within the Juvenile Court in a classification within the bargaining unit.

**7.1.2** Seniority shall be terminated by separation from Juvenile Court service, except in the case of a reduction in force, or a disability leave of absence not to exceed eighteen (18) months.

**7.1.3** Upon transfer to another Employer department accrued and unused sick leave, vacation leave, and floating holiday may be transferred to said department.

**7.1.4** Time worked as a casual employee may not be utilized by the employee to establish a seniority date for application under the terms and conditions of this agreement.

## **7.2 Layoff & Recall**

**7.2.1** In the event the Employer concludes that a reduction in the level of service is warranted by budgetary or work activity reasons, the Employer shall determine the position(s) to be eliminated.

**7.2.2** In the event of a layoff, employee(s) shall be laid off in reverse order of their seniority within the bargaining unit. For layoff purposes only, seniority for detention officer and detention supervisor classifications shall be considered collectively.

**7.2.3** A laid off employee shall have a right of recall for a period of eighteen (18) months following layoff. This recall right shall expire upon the employee failing to return to active employment service within thirty (30) calendar days of notice from Employer.

**7.2.4** When two (2) or more employees have the same hire date, ties shall be broken by the level of placement on the Employer's hiring list, with the higher listed employee resulting in the highest seniority placement. Employees hired on the same day shall be advised of their hiring list placement and a notation shall be made in each individual employee's personnel file.

**7.2.5** When two (2) or more employees have the same date of promotion, ties shall be broken by the level of placement on the Employer's promotion list. Employees promoted on the same day shall have a notation made in their personnel file as to their ranking on the promotion list for the purposes of a reduction of supervisor positions. In the event of a reduction, the lower ranking employee would be the first to revert to a detention officer position if one is available.

## **8. EMPLOYEE WAGES & CLASSIFICATIONS**

### **8.1 Salaries**

**8.1.1** Salaries for the term of the agreement shall be as set forth in an Appendix attached to this agreement. Part-time employees are paid by the hour. The hourly rate for part-time employees shall be as set forth in an Appendix attached to this agreement.

**8.1.2** For purposes of computing overtime, the full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any specialty pay, shift lead pay, longevity, and dividing the total by 173.33. Holiday pay does not factor into determining the overtime.

**8.1.3** An employee advanced to another classification shall not suffer a reduction of pay due to the advancement.

## **8.2 Payday**

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

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

## **9. COMPENSABLE HOURS**

### **9.1 Hours of Work**

**9.1.1** The standard shift schedule shall consist of a twenty-eight (28) calendar day, one hundred sixty eight (168) hour cycle. The weekly work cycle shall consist of three (3) or four (4) twelve (12) hour work days and four (4) or three (3) consecutive days off depending on the base schedule. Commencement of hours of each shift shall be determined by the Employer. Each employee shall be scheduled twelve (12) hours off during a rotation of the work shift.

**9.1.3** Alternate Work Week: The alternate work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or, at the discretion of the Administrator, four (4) ten (10) hour days with three (3) consecutive days off. The alternate work week may be selected at the sole discretion of the Administrator provided at least one (1) complete cycle notice is given to the Union.

**9.1.4** Shift Adjustments: An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled shift. Individual employees may waive the forty-eight (48) hour notice. Mandated changes with less than forty-eight (48) hour notice shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift.

**9.1.5** In addition to the employee's monthly base salary, each full time employee assigned to the 168 hours per 28 day cycle schedule shall be paid 104 hours per calendar year at a rate of 8.66 hours per month at their base hourly rate. The base hourly rate shall be calculated by taking the employee's current monthly base salary, multiplying it by 12 and dividing it by 2,080.

The additional 8.66 hours of compensation only applies to those full-time employees assigned to work 168 hours per 28 day cycle. In such case as the alternate work week is assigned, whether to individual employees or all employees, such employees shall not be entitled to the additional 8.66 hours per month of compensation.

## **9.2 Meal & Rest Breaks**

**9.2.1** An employee, while assigned to the actual detention facility, shall be permitted, during the course of their shift, to take a thirty (30) minute paid lunch break at the approximate mid-point of their shift. The Employer shall provide a meal for such employees. .

**9.2.2** The employee shall be permitted to take two (2) fifteen (15) minute rest breaks, near the middle of each half of the employee's shift. An employee working the twelve (12) hour shift schedule shall be permitted, during the course of their shift, to take three (3) fifteen (15) minute rest breaks, spread throughout the shift.

**9.2.3** All such breaks to be taken as time permits and the employee shall remain on the Employer's premises. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

**9.2.4** Meal purchase for transport only – The Employer will supply a county purchasing card for the use of the employee to make meal purchases while in an approved training, travel, or transport status. The authorized meal purchase(s) amount will be up to the allowance provided by the Washington State Per Diem reimbursement rates in the county where the meal is purchased. Meal receipts are required as outlined by Juvenile Court policy 4.5 PURCHASE CARD USE.

## **9.3 Overtime**

**9.3.1** Eight Hour Shift: Any compensable hours in excess of eight (8) hours per shift or forty (40) hours per designated work week shall be paid at the rate of time and one-half the employee's regular rate of pay. The eight (8) hour threshold may be waived by mutual agreement of the affected employee and the Employer.

**9.3.2** Twelve Hour Shift: Computation of overtime, on the twelve (12) hour shift schedule, will be based upon compensable hours in excess of one hundred sixty eight (168) hours per twenty-eight (28) calendar day work cycle. Overtime shall be paid at one and one-half times (1½) the employee's individual regular rate of pay. A full-time employee's individual regular rate of pay shall be computed by taking their monthly base salary and adding any applicable specialty pay, shift lead pay, longevity, and compensation of 8.66 hours of hourly base rate pay in the month, and dividing the total by 182. Holiday pay does not factor into determining the overtime rate.

## **9.4 Call Time**

**9.4.1** Any employee, except a part-time employee who has not worked forty (40) or more hours in the designated work week, called to report to work at the facility outside of their regularly scheduled work shift, unless notified prior to completion of their regular shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time of one and one-half (1½) their regular rate of pay until he or she completes two (2) hours of work. The employee shall be paid the balance of their regular shift at the appropriate rate.

## **9.5 Staff Meetings**

**9.5.1** When an employee attends a monthly staff meeting on their off-duty time, he or she shall be compensated for a minimum of two (2) hours at their applicable rate of pay for time at such staff meetings. The employee must be in actual attendance for the entirety of the staff meeting in order to qualify for such minimum hour pay. Such compensation shall be paid in wages unless the employee requests, and the Administrator approves, compensatory time off in lieu of pay

## **9.6 Court or Hearing Time**

**9.6.1** When an employee is subpoenaed by a party, or is directed by the Employer, to attend any court proceeding or administrative hearing for the purpose of providing testimony arising from such employee's official duties, and such attendance is not entirely within the employee's regularly scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift. Any part of an hour shall constitute one (1) full hour. With respect to hours worked outside the regular work shift, unless the court or hearing time is worked consecutively prior to or after the employee's regularly scheduled hours of work, the employee shall be paid a two (2) hour minimum at the time and one-half rate.

**9.6.2** Unless the employee is off duty or utilizes vacation or compensatory time, all compensation received, whether from the court or from the party who subpoenas the employee, shall be promptly refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the employee's supervisor.

## **9.7 Acting Supervisor**

**9.7.1** The Employer, in its discretion, may designate an acting supervisor to fill vacancies for thirty (30) calendar days or more. If the Employer designates a particular employee as acting supervisor, such employee shall receive compensation at the Supervisor's rate of pay.

## **9.8 Working out of Classification**

**9.8.1** Any employee assigned to temporarily work out of classification, in a higher paid classification, by direction of the Employer and/or designee, shall be compensated for all hours worked at the higher classification's lowest rate of pay, provided, such placement shall, in any event, be at a step level sufficient to provide a pay enhancement of at least five percent (5%). If the top of the range is less than five percent (5%), the top of the range shall be applied.

**9.8.2** It shall be the employee's responsibility to notify the Employer of the claim for 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 the applicable time reporting period 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.

**9.8.3** An employee assigned the additional duties and responsibilities of shift lead shall receive one dollar and forty cents (\$1.40) per hour above the employee's base rate of pay for all hours worked as shift lead.

## **9.9 Compensatory Time**

**9.9.1** Upon approval of the Employer an employee may elect to 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 two hundred forty (240) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum. Compensation time in excess of two hundred forty (240) hours must be taken as time off or converted to pay at the discretion of the Employer.
- 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 (Elected or Director), or his or her designee for consideration.
- c) Compensatory time off may be utilized in one (1) hour increments.

**9.9.2** Scheduling of the taking of compensatory time off is to be by approval of the Employer (Elected or Director) or designee. Once scheduled, 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.

**9.9.3** Upon termination, employees shall be paid at their hourly rate for all accrued but unused hours of compensatory time.

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

## **9.10 Bilingual Pay**

**9.10.1** All employees who have been assigned by the Employer to provide conversational language services shall have added to their base pay one percent (1.00%).



a) An employee's ability to speak an approved language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the one percent (1%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.2** All employees who have been assigned by the Employer to provide advanced language services (defined as the ability to participate in conversations around all subject matter that a typical juvenile court employee would engage in as part of their role) shall have added to their base pay three percent (3.00%).

a) An employee's ability to speak an approved language at an advanced level shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in conversations around all subject matter that a typical court employee would engage in as part of their role. The employee shall pay associated test cost to achieve initial qualifications.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) The Employer may periodically require the employee to re-qualify to retain the three percent (3%) bilingual pay by successfully passing the test. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

**9.10.3** Designation of bilingual proficiency shall be solely at the discretion of the administrator.

### **9.11 Tactics Instructor**

An employee assigned by the administrator as a Tactics Instructor shall receive an additional \$80 for each calendar month in which the instructor conducts one or more tactics training session(s) at the direction of the Administrator or his or her designee.

## 10. EMPLOYEE BENEFITS

### 10.1 Benefit Eligibility

**10.1.1** Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all Employer paid/provided benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall receive no health and welfare benefits but shall have all other benefits provided under this agreement prorated; casual employees with less than sixty-nine (69) compensable hours per month shall receive no benefits. An eligible employee shall be allowed to supplement hours worked in a month when that employee fails to make the qualifying eighty (80) hours in anyone (1) month.

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.

**10.1.2** Effective January 1, 2022, the Employer contributed one thousand eighty eight dollars and fifty cents (\$1,288.50) toward the premiums for the insurance enumerated in Section 10.2 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.

### 10.2 Insurance

**10.2.1 Medical, Dental, & Vision:** Effective January 1, 2023 based on December 2022 hours, the Employer shall pay to the Washington Teamsters Welfare Trust care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours the previous calendar month, the amounts required for the following plans:

<b>Plan</b>	<b>Rates as of 01/01/22</b>
Medical - Plan Z	\$1,227.50
9 Month Disability Waiver	\$11.40
Life AD&D Plan A	\$8.60
Time Loss Plan A	\$18.00
Dental - Plan A	\$120.50
Vision - Extended	\$17.10

**10.2.2** 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.

<b>WCIF – Standard Insurance</b>	<b>Rates as of 01/01/22</b>
Employee/Dependent Life	\$2.20

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

<b>Standard Insurance Co.</b>	<b>Rates as of 01/01/22</b>
Short Term Disability	\$2.85

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

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

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

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

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

**10.2.9 Flexible Spending Account:** Should the Employer agree to a Flexible Spending Account (FSA) for any of the Teamsters bargaining units, excluding those with interest arbitration rights, the Employer shall provide the exact benefit for this bargaining unit. The agreement shall in the form of a Memorandum of Understanding and attached to this agreement.

### **10.3 Sick Leave**

**10.3.1** Each full-time employee shall accrue eight (8) hours of sick leave with pay for each month of employment. When an employee has accrued sick leave in excess of one thousand three hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to one thousand three hundred twenty (1320) hours as of the first (1<sup>st</sup>) day of January of each calendar year. Part-time employees 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 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. Should the employee accrue the maximum accumulation of thirteen hundred twenty (1320) hours, the employee would be eligible to receive WPSL (Washington Paid Sick Leave) at the rate of eight (8) hours per month. This time may be accessed in the duration of the calendar year on a last-earned first-use basis. Any amount of sick time in excess of thirteen hundred twenty (1320) hours shall revert to the maximum accumulation of thirteen hundred twenty (1320) hours beginning the first (1<sup>st</sup>) day of January of every calendar year. WPSL shall carry no cash value for payout purposes.

**10.3.2** 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, or in accordance with County Personnel Policies and/or State/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, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, 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, registered domestic partner, and any person who is a non-pecuniary resident of the employee's household.

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

**10.3.4** Such employees shall be allowed to use sick leave for personal doctor or dental appointments or for appointments of immediate family members when the employee's presence is required and for any additional reasons as outlined in the Washington State Paid Sick Leave law.

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

**10.3.6** An employee on Worker's Compensation may use accrued sick leave in units of one (1) hour to make up the full difference between the Worker's Compensation payment and the employee's regular paycheck, provided, however, the employee provides sufficient notice to the Employer by the tenth (10th) of the previous month so as to allow sufficient time to make the appropriate deductions from the payroll.

**10.3.7** Any employee, at the time of separation, except casual, probationary (new hire), and 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 designated beneficiary or 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 of any previous sick leave cash out shall not be restored upon re-hire. Any sick leave hours restored to 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.

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

#### **10.4 Bereavement Leave**

**10.4.1** Up to three (3) workdays shall be granted without any 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.

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

**10.4.3** Employees who attend the funeral or memorial service of a County Employee shall receive up to two (2) hours bereavement leave when such services are held during working hours.

#### **10.5 Vacation**

**10.5.1** Annual leave with pay shall be accrued by each employee in accordance with the provisions of Section 10.5.6.

**10.5.2** Annual leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment with the Employer.

**10.5.3** Employees transferring within the offices and departments of Lewis County shall be entitled to transfer accrued vacation leave to each succeeding offices or department.

**10.5.4** An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Employer not later than December 31st of the current year. The Employer shall approve, reject, or ask for rescheduling not later than January 31st of a vacation year, based on the employee's seniority standing within the bargaining group. Second, or subsequent requests, shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Once scheduled and approved, 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.

**10.5.5** Annual leave shall be used and charged in units of one (1) hours.

**10.5.6** An employee shall accrue vacation in accordance with the following schedule. Actual accrual shall be made monthly

<b>Year</b>	<b>Month of County Service</b>	<b>Accrual Rate Hours per Month</b>	<b>Accrual Rate Hours per Year</b>
1	1 - 12	8.50	102
2	13 - 24	9.00	108
3	25 - 36	9.50	114
4	37 - 48	10.00	120
5	49 - 60	11.00	132
6	61 - 72	11.00	132
7	73 - 84	11.50	138
8	85 - 96	12.00	144
9	97 - 108	12.50	150
10	109 - 120	13.00	156
11	121 - 132	13.00	156
12	133 - 144	13.50	162
13	145 - 156	13.50	162
14	157 - 168	14.00	168
15	169- 180	14.50	174
16	181-192	15.00	180
17	193-204	15.50	186
18	205-216	16.00	192
19	217-228	16.50	198
20	229+	17.00	204

**10.5.7** Annual leave may be accrued to a maximum of three hundred twenty (320) hours subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, is laid off or dies shall be paid by the

Employer at the ensuing payday for any unused accrued annual leave (including a prorated monthly accrual to reflect any portion of the final calendar month worked by the employee) up to a maximum of two hundred forty (240) hours. Employees who resign or are terminated for unsatisfactory performance within the first six months of employment will not receive pay for any accrued but unused annual leave.

**10.5.8** An employee who postpones vacation at the request of the Employer shall be allowed to accrue in excess of the three hundred twenty (320) hour maximum in order to prevent loss of vacation benefits to the employee.

**10.6 Holidays**

**10.6.1** Employees shall receive eleven (11) paid holidays each calendar year unless an additional holiday is proclaimed by the Governor of the state as a legal holiday. The designated legal holidays are set forth below:

New Year’s Day	January 1
M. L. King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Personal Day	Vacation Credit
By Governor’s Proclamation	Any day designated by public proclamation of the Governor of the State as a legal holiday

**10.6.2** . Each employee shall be credited with eight (8) hours to their vacation bank for their Personal Day. The vacation bank will be credit on January 1<sup>st</sup> of each year for current employees and on the date of hire for newly hired employees.

**10.6.3** For Employees Assigned Outside of Regular Detention Duties: When a recognized holiday falls on an employee’s regularly scheduled workday, the employee may be given the holiday off or with mutual agreement another day within the workweek. The day off shall be equivalent to the employee’s regular scheduled work day. Should the recognized holiday fall on the employee’s regularly scheduled day off, the employee shall be given an adjacent day off, or with mutual agreement of the Employer another day off within the work week. The day off shall be equivalent to the employee’s regular scheduled work day.

**10.6.4** For Employees Assigned Outside of Regular Detention Duties: An employee working on a county designated holiday and is unable to take an alternate day off during that workweek shall be compensated for all hours worked on such holiday at time and one half (1½) times the employee's regular hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.5** Regular Detention Duty Assignment: For each recognized holiday the employee may be assigned the holiday off. When a recognized holiday falls on the full time detention officer's regularly scheduled day off, management will designate an adjacent day as the employee's designated holiday and may assign the holiday off. Full-time detention officers assigned the holiday or designated holiday shift off will be paid at their straight-time rate for hours they are scheduled to work on that shift even though they do not work.

**10.6.6** A full time detention officer scheduled to work on the holiday or their designated holiday shall be compensated for all hours worked on such holiday shift at one and one half (1.5x) times the employee's base hourly rate of pay in addition to their regular salary. Management reserves the right to schedule all employees to either be off or to work on the holiday or their designated holiday.

**10.6.7** A regular part time detention officer's holiday will always be the twenty-four (24) hour calendar holiday. A regular part time detention officer will be assigned to work on the holidays unless scheduled to be off by management. Regular part time detention officers shall be compensated for all hours worked on the calendar holiday at one and one half (1.5x) times the employee's base hourly rate of pay as determined by their placement on the salary grid on the date of the holiday. If the regular part time detention officer is approved to be off by management on a calendar holiday they will receive eight (8) hours of holiday pay at their base rate.

**10.6.8** For full time detention officers assigned to night shift whose normal work shifts begin on one calendar day and ends on the next, the holiday hours worked will be determined by the start of the scheduled night shift that begins on the calendar holiday or designated holiday and will include the entire shift of consecutive hours worked. The end of a separate shift that concludes on a holiday or designated holiday, but that began on a separate calendar day are not also included in the calculation of hours worked on a holiday or designated holiday.

**10.6.9** An employee scheduled to work on a holiday or designated holiday who is sick or otherwise unable to report for their scheduled shift will have their sick leave debited in accordance with section 10.3 for all hours on the shift and no additional compensation associated with the holiday shall be provided.

## **10.7 Shift Differential**

**10.7.1** 12 Hour Shifts: Employees' working on the twelve (12) hour work schedule, which a majority of work hours fall between 1800 and 0600 hours, shall receive seventy-six dollars (\$76.00) each twenty-eight (28) day work cycle provided that such employees works a minimum of eighty (80) hours during such cycle.



**10.7.2** 5/8 or 4/10 Shifts: Employees' working a minimum of eighty (80) hours each month on one of the following work schedules shall receive shift differential compensation in the following manner.

a) Swing Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 1800 and 2300 hours shall receive additional compensation of forty dollars (\$40.00) each month.

b) Graveyard Shift: An employee whose majority of daily work hours, for their scheduled shift, falls between the hours of 2300 and 0600 hours shall receive additional compensation of seventy-six (\$76.00) each month.

## **10.8 Educational Reimbursement**

**10.8.1** 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 regular full-time employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

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

**10.8.3** 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 in the performance of the employee's job.

**10.8.4** 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.

**10.8.5** An employee who receives tuition reimbursement agrees to continue to work for the Employer for twenty-four (24) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twenty-four (24) month period is not met.

**10.8.6** 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.

## 10.9 Longevity

**10.9.1** For each year of continuous service beginning with the eighty-fifth (85<sup>th</sup>) 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 (10)

Effective January 1, 2023 the following 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	\$100.00 per month

and an additional ten dollars (\$10.00) per month for each year after ten (10)

## 10.10 Clothing

**10.10.1** Employees covered under this under this agreement who regularly appear in court, shall be reimbursed up to two hundred dollars (\$200.00) annually for the purchase of courtroom attire.

**10.10.2** The Employer shall reimburse the employee for any dress code clothing not provided by Employer and damaged in the performance of assigned duties that has been determined by the Employer to be the result of a non-negligent employment practice and the Employer has reviewed the damaged clothing and agrees that it is not fit for duty. The Employer does not have any responsibility to replace clothing no longer useable due to normal wear and use.

## 11. SEVERABILITY

### 11.1 Severability

**11.1.1** 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.

**12. DURATION OF AGREEMENT**

**12.1 Termination and Re-Opener**

**12.1.1** This Agreement shall be effective as of the September 1, 2022 and shall remain in full force and effect to and through December 31, 2025.

**12.1.2** 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 substance and instrumental language of the changes by mail to other party within the following time frame: Union proposal to be submitted not later than August 31st of the last year of this Agreement; Employer proposal to be presented not later than September 15th of the last year of this Agreement. The first negotiation meeting shall be held not later than October 1st of the last year of this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_.

**For Wage Related Matters: Board of County Commissioners**

\_\_\_\_\_  
**Lindsey R. Pollock, DVM, Chair**

\_\_\_\_\_  
**Brian Blaisdell, Secretary/Treasurer**

\_\_\_\_\_  
**Sean D. Swope, Vice-Chair**

\_\_\_\_\_  
**Rob DeRosa, Senior Business Agent**

\_\_\_\_\_  
**F. Lee Grose, Commissioner**

**Attest:**

\_\_\_\_\_  
**Rieva Lester, Clerk of the Board**

**For Non-Wage Related Matters:**

\_\_\_\_\_  
**James Lawler, Presiding Judge  
Lewis County Superior Court**

**13. APPENDIX A – Seniority Dates**

**13.1 Seniority Dates**

**13.1.1** This appendix is intended to set forth and accurately reflect the employee’s respective date of hire for application under this Agreement. The seniority listing is reflective of employees employed at the time the contract was placed in force and is not intended to be inclusive of all employees employed during the term of the Agreement.

<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>	<b>Promotion Date</b>	<b>Longevity Date w/ County</b>
Lowell Stewart	Detention Supervisor	10/01/87	05/01/19	10/01/87
Richard Sanchez	Detention Supervisor			
Kellie Wright	Detention Supervisor	01/08/09	08/01/19	01/08/09
Kenny Miller	Detention Supervisor	04/14/14	05/01/19	04/14/14
<b>Employee</b>	<b>Classification</b>	<b>Date of Hire</b>		<b>Longevity Date w/ County</b>
Robin Hood	Detention Officer	07/15/97		07/15/97
Ross Cothren	Detention Officer	05/01/08		05/01/08
Randi Folsom	Detention Officer II	11/01/16		11/01/16
Roberto Patraca	Detention Officer	08/16/19		08/16/19
Kendall Jonathan	Detention Officer	01/01/22		01/01/22
Gabriel Wickert	Detention Officer	01/01/22		01/01/22
Kristi Heckelsberg	Detention Officer	02/16/22		02/16/22
Abraham Moreno	Detention Officer	6/27/22		06/27/22

**14. APPENDIX B – Classifications and Salary Schedule**

**14.1 Classifications**

**Detention Officer      Range 118**  
**Detention Officer II    Range 120**  
**Detention Supervisor    Range 122**

**14.2 2022-2025 Wage Adjustment**

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

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

**14.2.3** Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3.00%).

**14.2.4** Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3.00%)

**14.3 Step Increases**

**14.3.1** Step increases from the first day of the month through the fifteenth (15<sup>th</sup>) of the month shall be payable on the first (1<sup>st</sup>). Step increases from the sixteenth (16<sup>th</sup>) of the month through the end of the month shall be payable on the sixteenth (16<sup>th</sup>).