

LEWIS COUNTY SUPERVISORS



TEAMSTERS LOCAL UNION NO. 252

AGREEMENT

RATIFICATION 8/3/2022

09/01/2022 TO 12/31/2025

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1. INTRODUCTION

1.1. Preamble

1.1.1. This agreement is entered into by and between LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington represented by the Board of County Commissioners, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 252, hereinafter referred to as the "Union".

1.2. Purpose

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

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of all full-time mid-level supervisory employees of Lewis County in the present departments of Community Development, Public Works, and Central Services, excluding upper level supervisors, non-supervisory employees, confidential employees, elected officials, officials appointed for a fixed term of office, and all other employees of the Employer.

3. UNION SECURITY

3.1. Membership Requirement

3.1.1. The Employer and the Union agree that all employees holding positions covered under this collective bargaining agreement shall meet the following conditions:

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.

3.1.2. 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.

3.2. D.R.I.V.E. Check Off

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

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

3.2.2 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.

3.2.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in two (2) checks, 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. MANAGEMENT RIGHTS

4.1. Customary Functions

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

- a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;
- d) to hire employee, determine their qualifications and assign and direct their work;
- e) to evaluate employees' performances;
- f) to promote demote, transfer, lay off and recall to work employees;
- g) to set the standards of productivity, the services and products to be produced;
- h) to determine the amount and forms of compensation for employees,
- i) to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;

- j) to set the starting and quitting times and the number of hours and shifts to be worked;
- k) to use independent contractors to perform work or services;
- l) to subcontract, contract out; expand, reduce alter, combine transfer assign, or cease any job, department, operation or service;
- m) to control and regulate the use of facilities, equipment, and other property of the Employer;
- n) to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;
- o) to determine the number, location and operation of department, divisions and all other units of the Employer;
- p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

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

4.2. Employer Options

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

4.3. Performance Standards

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

5. EMPLOYMENT POLICIES

5.1. Liability

5.1.1. An employee's right to legal representation and/or indemnification for acts or omissions in the performance of the employee's official duties shall be covered by County Resolution 03-042.

5.2. Mileage Reimbursement

5.2.1. Mileage reimbursement shall be handled in accordance with County Policy 4.30 as adopted January 9, 2006.

5.3. Jury Duty

5.3.1. Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation, received by the employee from the court for performing such service shall be retained by the employee and all employees are required to seek such compensation from the court. The Employee shall provide to the employer a copy of jury duty notice in advance of jury service.

5.4. Leave of Absences

5.4.1. 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.

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

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

5.4.4. Family and Medical Leave: An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by The Family and Medical Leave Act (extensions of this medical leave of absence shall also be at the sole discretion of the Employer) and County policy.

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

5.5. Disciplinary Investigations

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

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

5.5.3. 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.

5.5.4. Whenever an employee is being interviewed by the Employer for the purpose of any inquiry of non-criminal matters which may lead to disciplinary action, against that employee, the employee shall receive written notification seventy-two (72) hours prior to the interview. The notification shall provide the following information:

- a) The basis of the alleged inquiry;
- b) The applicable policies/rules/directives believed to have been violated;
- c) The opportunity of the employee to have Union representation at the interview.

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

5.5.6. The employee shall have the opportunity to inspect the contents of the disciplinary file by request after notification of the hearing. In no case shall the employee be afforded less than one (1) hour to inspect the disciplinary file prior to the commencement of the interview or hearing. The disciplinary file shall usually contain all information to be utilized by the Employer in the decision making process, to include, citizen or supervisory complaints, witness statements, or other like documentation.

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

5.6. Personnel Files

5.6.1. The Employer shall, at least annually, upon request of the employee, permit that employee to inspect any and all personnel files maintained by the Employer for said employee. The inspection shall take place under the supervision of the Employer.

5.6.2. No performance or disciplinary documentation shall be placed into an employee's personnel file without notice to the employee.

5.6.3. An employee who has had disciplinary information placed into his or her personnel file may request to have such material removed after one (1) year for written warnings or two (2) years in the case of more severe discipline; if the employee has demonstrated that the behavior which led to the discipline has been corrected and no additional discipline of a similar nature has been received by the employee.

5.7. Job Descriptions

5.7.1. The Employer shall be required to provide job descriptions for each employee classification included in the bargaining unit. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications. The Employer shall provide the Union with written notice of a modification to any existing, or adoption of any new, job description at least thirty (30) days prior to intended implementation date. Such notification shall include the specific modification made or the entire text of the new job description, whichever is applicable. Such job description shall not be considered valid unless dated and adopted by signature of the authorizing director.

5.8. Training

5.8.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions. All travel time for employees commuting to training outside of the employee's normal portal to portal travel shall be paid at the employee's applicable rate of pay.

5.8.2. The Employer will provide or have provided all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training.

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

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

5.9. Shop Steward & Negotiating Committee

5.9.1. Not more than two (2) bargaining unit members, comprised of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations, provided, however, no such attendance on Employer's time shall occur at a time where a critical service, as determined by the Employer and/or his designee, to the public would be interrupted or withheld.

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

5.10. Bargaining Unit Work

5.10.1. During the term of this Agreement, the Employer may contract out work which could be performed by the bargaining unit so long as such contracting of work does not directly cause the loss of an existing bargaining unit job position.

5.11. No Strike Clause

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

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

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

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

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

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

5.12. Job Bidding/Promotions

5.12.1. 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 bargaining unit, a notice of such opening shall be posted on all bargaining unit employee bulletin boards for ten (10) working days. Such notice shall contain the specific job classification and the criteria required for application to the position. All job openings shall be made available to the employees of the bargaining unit unless no current employee possesses the required qualifications. In such case, the vacant position may be advertised outside of the bargaining unit. It is understood that the Employer may assign, on a temporary basis an employee to work in an area outside his bid area to cover vacancies or to assist with special projects or for occurrences such as disasters which require additional supervision.

5.12.2. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month trial period, shall be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

5.12.3. 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 five percent (5%) increase in salary on the salary range of the job classification to which the employee is promoted. If the top of the range is less than five percent (5%), the top of the range shall be applied.

5.12.4 When a bargaining unit employee is promoted into a supervisory position, and such promotion skips normal progression, an additional five percent (5%) will be added to the employee's placement prior to section 5.12.3 being implemented.

5.13. CDL Medical Examination

5.13.1 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license. The Employer shall reimburse the employee for the cost of the CDL endorsement renewal minus the cost of the driver's license renewal and any other endorsements not required by the Employer for the

performance of the job. The Employer shall reimburse the employee for the bi-annual physician's exam to the extent the same is not covered by applicable health insurance, and any out of pocket shall be paid at one hundred percent (100%) by the employer.

5.14. Boot Allowance

5.14.1 Upon completion of the employee's probationary period, employees may request, up to two hundred fifty dollars (\$250.00) annually towards the purchase of work boots if such boots are necessary for health and safety reasons of the employee's normal work environment.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The employee's work week, to be determined at the sole discretion of the Employer, shall be one of the following:

- a) Five (5) eight (8) consecutive hour days, Monday through Friday, with two (2) consecutive days off.
- b) Four (4) ten (10) consecutive hour days, Monday through Thursday with three (3) consecutive days off.

6.1.2. An alternate shift schedule, not to exceed forty (40) hours in a designated work week, may be made by mutual agreement of the Employer and the affected employee(s).

6.1.3. The requirement of consecutive days off may not apply when the Employer directs overtime service during that period, otherwise consecutive days off shall be maintained in each of the above listed situations.

6.1.4. An employee's usual specific starting time shall be determined by the Employer or designee. Starting times may be modified upon mutual agreement of the employee and the Employer, or by the Employer unilaterally upon two (2) working days advance notice. Such change will be temporary for a period of time not to exceed ninety (90) calendar days in duration.

6.2. Overtime

6.2.1. Compensable paid hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay or paid in the form of compensatory time off in accordance with the compensatory time provisions of Article 6.3.

6.2.2. All overtime shall be pre-authorized by the Employer or designee.

6.3. Compensatory Time

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

- a) An employee shall not be allowed to accumulate more than one hundred twenty (120) hours of compensatory time. Compensatory time is cumulative from year to year. Compensatory time accrued in excess of the maximum shall be cashed at the employee's regular hourly rate of pay.

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

c) Compensatory time off shall be scheduled with the approval of the Employer and may be utilized in one half (1/2) hour or greater increments.

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

6.4. Working Out of Classification

6.4.1. Any employee assigned to work out of classification, in a higher paid classification, by direction of the Employer or designee, shall be compensated for all hours worked at that 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.

6.4.2. It shall be the employee's responsibility to notify the employer of the claim for this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within on 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.

6.5. Re-engagement into Service

6.5.1. An off-duty employee contacted by the Employer to solicit information or decision which is beneficial to the Employer shall be compensated at his or her applicable rate of pay for each fifteen (15) minute period of engagement. Should a call occur between the hours of 2400 and 0400 the minimum compensation shall be increased to one (1) hour of pay.

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

6.6. Rest & Lunch Breaks

6.6.1. An employee shall be permitted an Employer paid fifteen (15) minute rest break for each four (4) hour work period. Rest breaks shall be scheduled as near as possible to the midpoint of each four (4) hour work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift.

6.6.2. An employee, during the approximate midpoint of his/her shift, shall be entitled to either a one half (1/2) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment. If such employee is directed to perform work during a portion of such break or if the employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the interest of the Employer, such portion shall be subject to being deemed compensable paid time and the employee shall be compensated at the employee's applicable rate of pay.

6.7 Extended Hours Required Due to Emergency

6.7.1 Compensation and rest periods during emergency events shall be in accordance with Lewis County Public Works Emergency Compensation and Rest Period Policy as in effect at the time.

7. EMPLOYEE BENEFITS

7.1. Benefit Eligibility

7.1.1. Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits. A temporary employee may accrue and use vacation and sick leave while employed, but may not receive remuneration of these benefits upon termination of employment.

7.2. Holidays

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

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

Each employee shall be credited with 8 hours to their vacation bank for their Personal Day. The vacation bank will be credit on January 1st of each year for current employees and on the date of hire for newly hired employees.

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

7.2.3. An employee who works on a County designated observed holiday, shall be compensated for all hours worked on such holiday at time and one half (1.5) times the employee's regular hourly rate of pay in addition to their regular salary.

7.2.4. For application of this provision, the designated holiday may not be the actual day of the holiday but may be the day recognized as the "Courthouse Holidays".

7.3. Vacation

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

Month of County Service	Accrual Rate Hours per Month	Accrual Rate Hours per Year
1 - 12	8.50	102
13 - 24	9.00	108
25 - 36	9.50	114
37 - 48	10.00	120
49 - 60	11.00	132
61 - 72	11.00	132
73 - 84	11.50	138
85 - 96	12.00	144
97 - 108	12.50	150
109 - 120	13.00	156
121 - 132	13.00	156
133 - 144	13.50	162
145 - 156	13.50	162
157 - 168	14.00	168
169 - 180	14.50	174
181 - 192	15.00	180
193-204	15.50	186
205-216	16.00	192
217-228	16.50	198
229+	17.00	204

7.3.2. Vacation shall normally be utilized and charged in units of full hours; smaller increments may be utilized with permission of the Employer.

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

7.3.4. Annual leave may be accrued to a maximum of three hundred twenty (320) hours. All hours accrued in excess of the maximum shall be cashed out at the employee's straight time rate of pay unless accrual of excess vacation is waived as set forth in Section 7.3.5. An employee who retires, suffers termination of employment, or is laid off shall be paid at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours.

7.3.5. In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or his designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or his designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages.

7.4. Vacation Transfer

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

7.5. Health and Welfare Insurance

7.5.1. Effective January 1, 2022, based upon December 2021 hours the Employer shall remit, as outlined in 7.5.2 below, to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the sum required for the following plans:

Insurance Coverage	Premiums as of 01/01/2022
Medical – Plan B	\$1,310.20
Life and A.D. & D “A”	\$8.60
Time Loss “C”	\$6.00
9 Month Disability Waiver	\$11.40
Dental – Plan A	\$120.50
Vision – Extended	\$17.10
TOTAL PREMIUMS	\$1,473.80

7.5.2. Effective January 1, 2022, the Employer contributed one thousand two hundred and ninety seven dollars and fifty cents (\$1,297.50) towards premiums for the insurance enumerated in Section 7.5.1. The Employer agrees to increase their portion of premium contribution by an additional twenty-five dollars (\$25.00) a 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 by an additional twenty-five dollars (\$25.00) a 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 by an additional twenty-five dollars (\$25.00) a month relative to the 2024 employer contribution. The additional employer contributions for the 2025 payroll shall be included on any 2024 payroll that includes the new 2025 rates. The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

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

7.5.3. Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased, the Employer's contribution shall at all times be equal to the amounts outlined in 7.5.2. Those premiums will be allocated by agreement of the parties so that dental and vision insurance is fully paid through the Employer's contribution.

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

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

7.5.6. Trust Agreement. The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

7.5.7. Transferred Employee. Whenever an employee is transferred and/or promoted into the Supervisor's bargaining unit from another bargaining or from a non-represented position in which health care is not 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 to make a double premium contribution for health care coverage to pay for the normal initial month of 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.

a) For the purposes of premium cost sharing, if any, the employee shall be responsible for their portion of the premium as set forth in this agreement, excluding the month in which double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

7.6. Bereavement Leave

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

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

7.7. Sick Leave

7.7.1. With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. There shall be a maximum rollover accumulation of thirteen hundred twenty (1320) hours. 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 (1st) 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 the part-time employee compared to the number of hours worked by a full-time employee. By way of example only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours sick leave.

7.7.2. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness.

7.7.3. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent (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), wife, husband, brother, sister, child (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), or grandchild, registered domestic partner, and/or person who is a non-pecuniary resident the employee's household. An employee may use accrued sick leave for maternity, paternity, or child birth purposes.

7.7.4. An employee who takes more than three (3) work days 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 letter from a medical doctor verifying the illness or necessity of attendance.

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

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

7.7.9. At the time of separation from service for any reason, except just cause termination, an eligible employee, or, in the case of death, the employee's estate, shall receive remuneration at a rate equal to one (1) hour's current 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 value of any previous sick leave cash out shall not be restored upon re-hire. Any sick leave hours restored to a re-hired employee shall have no cash value and shall be excluded from any subsequent cash out payment. In addition, any sick leave hours restored to a re-hired employee shall be accounted for separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.

7.8. Educational Reimbursement

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

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

7.8.3. An employee requesting tuition reimbursement must submit a written application showing: **a)** the course curriculum description; **b)** dates and times of classes; **c)** duration of the course; **d)** narrative statement of how the course will benefit the Employer as well as the employee.

7.8.4. If an employee's application is approved, the reimbursement will be for tuition only if and when: **a)** the course is completed within six (6) months of approval; **b)** completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

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

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

7.9. Longevity

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

Months of County Service	Amount added to Salary
After 7 years	\$ 42.00 per month
After 8 years	\$ 48.00 per month
After 9 years	\$ 54.00 per month
After 10 years	\$ 60.00 per month

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

Effective January 1, 2023, the following Longevity shall apply:

Months of County Service	Amount added to Salary
After 7 years	\$ 42.00 per month
After 8 years	\$ 48.00 per month
After 9 years	\$ 54.00 per month
After 10 years	\$ 100.00 per month

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

8. EMPLOYEE DISCIPLINE

8.1. Just Cause

8.1.1. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first six (6) months of an employee's tenure with this Employer in a position governed by this bargaining unit, during which time the employment status shall be strictly at will.

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

8.2. Types of Discipline

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

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

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

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

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

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

9. GRIEVANCE PROCEDURE

9.1. Purpose and Scope

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

9.2. Time Limits

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

9.3. Processing Steps

9.3.1. Step One: The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the appropriate department head within fourteen (14) calendar days of the action giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The department head shall respond in writing within fourteen (14) calendar days of its receipt.

9.3.2. Step Two: Should Step One fail to resolve the dispute, the Union shall, within fourteen (14) calendar days after receipt of the department head response, submit the grievance in writing to the Board of County Commissioners (BOCC) or designee. The BOCC or designee shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

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

9.4. Arbitration

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

9.4.2. 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, and all other matters shall be excluded from arbitration.

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

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

9.4.5 Each party shall bear the costs associated with the arbitration, including its attorney's fees, and shall pay one-half of the cost of the arbitrator.

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

10. EMPLOYEE COMPENSATION

10.1. Classifications and Salary Schedule

10.1.1. Salary schedules shall be attached to this agreement as appendices.

10.2. Pay day

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

11. SENIORITY

11.1. Seniority Standing

11.1.1. Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within the employment classification. For purposes of accumulation of benefits, such as vacation or other prorated benefits the employee's original date of hire shall control. A seniority list shall be attached to this agreement as Appendix A, such list shall illustrate the original date of hire and the date of rank for each employee.

11.1.2. Seniority shall be terminated by separation from County employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence unless specified differently in this Agreement or if leave was granted for medical reasons.

12. REDUCTION IN FORCE

12.1. Lay Off Procedure

12.1.1. In the event of a lay-off, employees shall be laid off in reverse order of seniority within the employment classification groups listed below. For purposes of this section, the bumping employee must be able to demonstrate he/she is qualified to bump into the position requested. For the purposes of this section the supervisor seniority date, not the original county date of hire, shall be the date utilized for determination of seniority rights.

Public Works Supervisors
Assistant Area Supervisor
Maintenance Area Supervisor
Traffic Control Supervisor
Vegetation Special Operations Supervisor
Central Shop Supervisor
Maintenance and Utilities Supervisor
Road Maintenance Lead Supervisor
Engineers
Senior Engineer
Environmental Planner
GIS Supervisor
Transportation Planner
Associate Engineer - EIT
Other Supervisors
Facilities Maintenance Supervisor
Fair Maintenance Supervisor
Solid Waste Operations Supervisor
Custodian Supervisor
Building and Grounds Supervisor
Radio Services Division
Radio Services Administrator

12.1.2. An employee laid-off shall be recalled in reverse order of their lay-off, i.e., last laid off, first to be recalled. The recall preference shall extend for twenty-four (24) months following the layoff.

12.1.3. Where employees have the same seniority date, ties shall be broken by the use of the employee's original hire date with the county. If a conflict still exists, then the matter shall be resolved by a coin flip.

12.1.4. Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date.

13. SEVERABILITY

13.1. Any portion of this Agreement which is held by a competent tribunal to be invalid or otherwise unenforceable, or any portion which is rendered so by operation of law, shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law which prohibits, renders void, or makes any provision of this Agreement unenforceable. If the invalidity of any portion of this Agreement shall deprive

any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

14. DURATION OF AGREEMENT

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

14.2. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this agreement by giving notice of the substance and instrumental language of the changes by mail to the other party by October 1st of the last year to the agreement.

Signed this _____ day of, 20__.

**CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN, AND HELPERS
UNION LOCAL NO. 252**

**BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington**

Brian Blaisdell, Teamsters Secretary-Treasurer

Lindsey R. Pollock, DVM, Chair

Attest:

Sean D. Swope, Co-Chair

Rieva Lester, Clerk of the Board

F. Lee Grose, Commissioner

15. APPENDIX A - Seniority Dates

Employee	Classification	Seniority Date	Date of Hire
P.W. Supervisors			
Tim McCoy	Maintenance Area Supervisor	09/15/08	09/01/00
Arleie Champ	Central Shop Supervisor	07/01/10	02/01/04
JR Metzenberg	Maintenance Area Supervisor	05/09/11	04/21/03
John Link	Maintenance Area Supervisor	12/01/17	06/27/07
Marc Hamilton	Maintenance Area Supervisor	04/01/19	12/01/02
Justin Bushnell	Maintenance Area Supervisor	06/16/21	06/26/00
Curt Atkinson	Maintenance Area Supervisor	03/01/21	06/18/02
Matt Mohney	Traffic Control Supervisor	11/16/21	06/01/94
Luke Brooks	Maintenance Area Supervisor	12/16/21	10/24/94
Engineers			
Gary Hurley	GIS Supervisor	05/01/07	09/18/85
Mike Kroll	Transportation Planner	11/10/08	07/19/05
Ann Weckback	Environmental Planner	07/18/11	07/18/11
Rod Lakey	Senior Engineer	12/01/13	09/18/95
Shawn Latimer	Senior Engineer	08/16/19	06/01/01
Other Supervisors			
Bill Norwood	Solid Waste Operations Supervisor	06/29/09	04/12/96
Matt Thuston	Facilities Maintenance Supervisor	06/16/20	07/18/16
BJ Kuykendall	Building and Grounds Supervisor	05/01/22	05/03/21
Radio Services Division			

16. APPENDIX B – Range Assignments and Salary Schedules

16.1. Range Assignments

16.1.1. The below listed classifications and range placements shall be effective for the duration of this agreement.

Classifications	Range
Assistant Area Supervisor	121
Maintenance Area Supervisor	123
Traffic Control Supervisor	123
Vegetation Special Operations Supervisor	123
Central Shop Supervisor	124
Maintenance and Utilities Supervisor	123
Senior Engineer Non-P.E.	125
Senior Engineer with P.E or L.S. Certification	127
Environmental Planner	126
Transportation Planner	124
GIS Supervisor	125
Facilities Maintenance Supervisor	124
Fairgrounds Maintenance Supervisor	124
Solid Waste Operations Supervisor	123
Radio Services Administrator	126

16.2. 2020-2022 Wage Adjustment

16.2.1. Effective September 1, 2022, the 2022 Salary Schedule shall be adjusted by two percent (2.00%) and attached to this agreement as an appendix.

16.2.2. Effective January 1, 2023, the 2022 Salary Schedule shall be adjusted by four percent (4.00%) and attached to this agreement as an appendix.

16.2.3. Effective January 1, 2024, the 2023 Salary Schedule shall be adjusted by three percent (3.00%) and attached to this agreement as an appendix.

16.2.4. Effective January 1, 2025, the 2024 Salary Schedule shall be adjusted by three percent (3.00%) and attached to this agreement as an appendix.

16.3. Step Placement

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

16.3.2 Employees hired the first (1st) through the fifteenth (15th) of the month shall have their accrual date recognized as the first (1st) of the applicable month, and those hired between the sixteenth (16th) and the end of the applicable month, shall have their accrual date recognized as the sixteenth (16th) of the applicable month.

16.4. Computation of Hourly Rates of Pay

16.4.1. The employee's individual hourly rate of pay shall be computed in accordance with the Fair Labor Standards Act as it pertains to establishing a "regular" rate for overtime computation and to establish the "regular" rate for those employees who work less than full-time.