

Lewis County, WA
Non-Commissioned Master Labor Agreement



BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

LEWIS COUNTY

January 1, 2026 – December 31, 2028

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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 and Application of Master/Individual Bargaining Agreements**

1.2.1 The Master Labor Agreement (MLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement that realize the parties' joint interests in financial and operational stability and sustainability, and help create a mutually desirable, competitive and consistent employment package for the County's highly capable workforce. The MLA was achieved through a collaborative bargaining process between the County and the Union.

1.3 **Master/Individual Bargaining Agreements**

1.3.1 MLA bargaining occurred for the purpose of bargaining standard practices, procedures, and Collective Bargaining Agreement (CBA) provisions. The MLA will bring greater efficiency to Lewis County, meet the parties' joint interests in financial and operational stability and sustainability, and help create a desirable, competitive, and consistent employment package for the County's highly capable workforce.

1.3.2 The MLA applies to bargaining units identified in the Offices and Departments set forth in the Appendices (Assessor's Office, Combined, Prosecuting Attorney's Office Clerical, Supervisors). If there is a conflict between the MLA and that bargaining unit's Appendix, the terms contained in the Appendix shall apply.

2. **RECOGNITION**

2.1 **Scope of Bargaining Unit**

2.1.1 The County recognizes the Union as the exclusive bargaining representative of all regular full-time and part-time, probationary, and Project employees whose job classifications are in the work units listed in the attached Appendices. The bargaining unit shall not include "confidential employees" as defined in RCW 41.76.005(10) and managers.

2.2 **Employee Definitions**

2.2.1 **Full-Time Employee:** An employee who is hired to regularly work forty (40) hours each week.

2.2.2 **Part-Time Employee:** An employee who is hired to regularly work less than forty (40) hours each week.

2.2.3 **Regular Employee:** A full or part-time employee who has successfully completed their probationary period.

2.2.4 **Probationary Employee:** A new employee in a regular position whose performance is closely monitored and assessed by the employer for a working test period. During such period, a probationary employee's status is "at will" and shall have no appeal recourse through the grievance procedure of this Agreement.

2.2.5 **Extra-Help (Casual) Employee:** An employee who is neither a full or part-time employee and is employed to work on a temporary, intermittent, or as-needed (on-call) basis for a specified period of time not to exceed 1,040 hours in any calendar year, except by mutual agreement of the Union and Employer. An extra-help (formerly known as "casual") employee shall be excluded from the terms and conditions of this agreement.

2.2.6 Project Employee: Project positions are contingent upon federal, state, or other grant funding for specific non-continuing projects. A person occupying a project position is a project employee.

2.2.7 Volunteer: An individual who performs hours of service without expectation or receipt of compensation and is authorized by the County to provide services. Volunteers may be used to supplement but not supplant a bargaining unit position in the workforce.

2.2.8 Intern: An intern may be paid, volunteer, or partially paid. Internships are temporary and have an emphasis towards 'on-the-job' training and/or working for school credit. If an intern is paid, they will be considered either extra-help or project employees and must be under the supervision of a County employee who is qualified to oversee the internship.

3. UNION SECURITY

3.1 Membership

3.1.1 The Union will be notified of all new bargaining unit hires, transfers and terminations/resignations as soon as possible after the County knows of such personnel actions.

3.1.2 New Employee Orientation (NEO) - Union Presentation. The County agrees to allow the Union to meet the new bargaining unit employees following hire during their employee orientation.

3.1.3 Release Time for New Employees. The County shall provide each new bargaining unit employee 30 minutes of paid release time to meet with the Union within the first month of employment if the Union is not able to make the New Employee Orientation.

3.1.4 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 The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE (Democrat, Republican, Independent Voter Education). DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's 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 employees, determine their qualifications, train, assign and direct their work;
- e) to evaluate employees' performance;
- f) to promote, demote, transfer, layoff 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, locations, 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 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 Employee Performance

4.2.1 The Employer and the Union agree that providing services in an efficient, effective, ethical, respectful and accountable manner is of the highest importance to the Employer. Accordingly, employees covered by this Agreement are expected to perform their duties to the best of their ability.

4.3 Performance Standards

4.3.1 The Employer has the right to establish and maintain performance standards. These standards may be used to determine employee expectations, define acceptable performance levels, develop work schedules, approve or deny leave requests, and evaluate employee performance.

4.3.2 An annual performance evaluation may be performed by the Employer for each employee. When completed, such evaluations will be reviewed with the employee who shall sign the document thereby indicating the review took place.

4.3.3 The employee may submit written comments or objections within fourteen Calendar days (14) which shall be attached to the evaluation and placed in the individual's personnel file. If requested, the employee will be provided a copy of their evaluation. The Employer assumes no responsibility for disclosure of confidential information from the release of such copy.

5. EMPLOYMENT POLICIES

5.1 Mileage Reimbursement/Vehicle Policy

5.1.1 Mileage reimbursement and Vehicle Policy shall be handled in accordance with current County Policies.

5.2 Jury Duty

5.2.1 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.

5.3 Probationary Periods

5.3.1 Probationary periods provide the employer with an opportunity to observe and assess an employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be successful in carrying out their job responsibilities.

5.3.2 The probationary period is the initial period of employment in a regular position. A probationary period is six (6) months long, except for positions listed in the appendices listed as serving a twelve (12) month probationary period.

5.3.3 A probationary period may be extended on a day-for-a-day basis for any full days of unpaid leave taken during the probationary period; or to provide additional time for the employee to demonstrate they have the competencies required for the position. The maximum length of a probationary period including any extensions, will be twelve (12) months, unless otherwise agreed upon by the Union and Employer.

5.4 Personnel Files

5.4.1 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the Employer. Payroll files and medical files will be maintained separately from the personnel file.

5.4.2 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 unless mutually agreed to do so more frequently. The Employer will provide access to the file within ten (10) working days from the date of request. The inspection shall take place under the supervision of the Employer.

5.4.3 Review of these files will be in the presence of the Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files.

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

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

5.4.6 Written reprimands will be removed from an employee's personnel file after two (2) years if

- a) Circumstances do not warrant a longer retention period; and
- b) There has been no subsequent discipline; and
- c) The employee submits a written request for its removal

Nothing in this section shall prevent the Employer from Agreeing to an earlier removal date.

5.4.7 Records of disciplinary actions involving suspensions, demotions, and written reprimands that remain in the file for more than two (2) years, will be removed after five (5) years if

- a) Circumstances do not warrant a longer retention period; and
- b) There has been no subsequent discipline; and
- c) The employee submits a written request for its removal

5.4.8 The Employer may retain information removed from a personnel file in a legal defense file, separate from the employee's personnel file. This file is not to be used in progression of discipline.

5.5 Job Descriptions

5.5.1 The Employer shall provide job descriptions for each employee classification included in the bargaining unit. A job description documents the nature of work, essential functions, qualifications, and competencies (knowledge, skills, abilities, behaviors), for a specific employment classification.

5.5.2 For filled positions, the Employer shall provide the Union with thirty (30) days' written notice of any modification to a job description that includes changes to essential functions or minimum qualifications.

5.5.3 For vacant positions, or adoption of a new job classification within the bargaining unit, the Employer shall provide the Union with fifteen(15) days' written notice prior to intended implementation date.

5.5.4 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 to ensure it is the most recent document.

5.6 Training

5.6.1 The Employer may require employees to attend training or classes. Travel time to and from training that extends beyond the employee's normal commute is considered time worked and paid at the employee's regular rate of pay.

5.6.2 The Employer will provide training for employees as required by statute, legal mandate or Employer policy. Required and authorized training is considered time worked and paid at the employee's regular rate of pay. If fees for an authorized training are paid by the employee, they will be entitled to reimbursement in accordance with County policy.

5.6.3 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.

5.7 Shop Steward & Negotiating Committee

5.7.1 Not more than two (2) bargaining unit members per bargaining unit, 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 to the public would be interrupted or withheld, as determined by the Employer.

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

5.8 Bargaining Unit Work

5.8.1 A supervisor or manager may perform bargaining unit work as long as such work does not exceed more than fifty percent (50%) of their entire duties as measured over the calendar quarter, and they are qualified to perform the duties. The purpose of such an arrangement is to allow the supervisor or manager an opportunity to gain a comprehensive understanding of workflow, develop training materials, templates, and procedures. They may also be able to help out in the absence of a bargaining unit member. The Union and Employer may agree to a different length of time.

5.9 No Strike Clause

5.9.1 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.

5.9.2 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.

5.9.3 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.

5.9.4 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.

5.9.5 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.

5.9.6 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.

5.10 Hiring and Appointments

5.10.1 When the Employer intends to fill a vacant funded position within the bargaining unit, the Employer will follow processes outlined in this agreement and the applicable appendices to fill the position with a qualified candidate.

5.10.2 First, the most senior candidate on the recall list who has the competencies, skills, and abilities required for the position will be offered the position. If no one is appointed from the recall list, the Employer will advertise the job opening for at least five (5) business days. The job opening may be posted to receive applications from internal and external candidates simultaneously.

5.10.3 The Employer agrees to limit consideration to Teamsters-represented employees as outlined in the applicable Appendix and will not offer a position to a candidate who does not meet qualifications.

5.10.4 It is understood that the Employer may assign, on a temporary basis, an employee to work in a different work area to cover vacancies or to assist with special projects, temporarily appoint a qualified bargaining unit member to a vacant position while conducting a recruitment, or assign an employee to work out of classification with out-of-class pay.

5.10.5 The Employer may appoint an Extra-Help employee to a bargaining unit position without conducting a competitive recruitment process only by mutual agreement with the Union. The Employer may count time served in an Extra-Help position to satisfy the probationary period if desired, and only by mutual agreement with the Union.

5.10.6 The Employer and Union have a shared interest in a fair process that provides opportunities for career growth and development for Union members while placing candidates in positions which will add maximum value. As the County seeks to refine its recruitment processes, it is acknowledged that the Hiring and Appointments section of this agreement and/or appendices may be modified through a Memorandum of Understanding, if both parties agree.

5.11 Sexual Harassment

5.11.1 The Employer shall provide an oral or written presentation to the work force as to what constitutes sexual harassment in the workplace under Washington law. Employees shall be provided with written guidelines by the Employer as to what may be construed as sexual harassment.

5.11.2 Prior to initiating any other formal action, an employee and/or their representative shall be required to notify the Employer as to any event which the employee may construe as being sexual harassment. Upon receiving a report of sexual harassment, the Employer shall conduct an investigation to determine the merit of the allegations and initiate appropriate remedial action, if warranted.

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

5.12 Sub-Contracting

5.12.1 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.

5.13 Reasonable Accommodation and Disability Separation

5.13.1 An employee with a disability (a sensory, mental, or physical impairment), or pregnancy who believes they need a change in the work environment or way their job is performed may request a reasonable accommodation from the Employer by contacting their supervisor or Human Resources Department. The employee must participate in an individualized interactive process, which may include providing medical documentation to the Employer. The Employer will make the determination of whether the employee may be reasonably accommodated.

5.13.2 The employer may separate an employee due to disability when any of the following circumstances exist:

- a) The employer is unable to reasonably accommodate the employee
- b) The employer has medical documentation of the employee's inability to work in any capacity
- c) The employee requests separation due to disability, and the employer has medical information that documents that the employee cannot perform the essential functions of the employee's job.

5.13.3 Disability separation is not a disciplinary action. An employee can resign due to a disability voluntarily. An employee-initiated disability separation is not grievable.

5.13.4 Before an employer-initiated disability separation occurs, the employer will provide notice to the employee and Union at least seven (7) days in advance of the separation date and shall be subject to the grievance procedure.

5.14 Employee Handbook and Policies

5.14.1 The Employee Handbook and other Employer Policies will be made available to employees in electronic form located on the County's intranet and/or internet, by email, or printed copies. Copies of new versions of the Employee Handbook and Employer policies shall be sent to the Union within fifteen (15) calendar days of the effective date.

5.14.2 Elected Officials may choose to develop alternate policies for employees in their offices other than the Employee Handbook. Offices/Departments providing central services may develop policies that apply to employees (i.e. the Auditor's Office, Risk Department, Human Resources Department).

5.14.3 New employees shall be provided the Employee Handbook and/or applicable Employer Policies within fifteen (15) calendar days of hire.

5.14.4 If a policy or provision in the employee handbook conflicts with a provision in the Collective Bargaining Agreement (CBA), the CBA's terms will control.

5.14.5 The Employer will provide the Union with notice of any policy that will result in a change to a mandatory subject of bargaining (wages, hours, working conditions).

5.15 Labor/Management Meetings

5.15.1 Labor/Management meetings may be held upon mutual agreement of the Director/Elected and/or their designee 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 negotiations procedure, or to air individual employee concerns.

5.15.2 On behalf of the Union, designated Union representatives from each division shall be present for the purpose of representation of the Union's position. On behalf of the Employer, representatives from each department shall be present for representation of the Employer's position. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay. Unless the Employer and Union mutually agree otherwise, this provision shall expire on the termination date of this agreement.

5.16 Safety

5.16.1 An employee shall not be required to operate Employer supplied unsafe or mechanically unsound equipment. An employee shall promptly report in writing unsafe equipment to his or her immediate supervisor for proper disposition or repair.

5.16.2 Any protective clothing and/or equipment that are required by Employer guidelines and/or State/Federal regulations shall be, where applicable, provided or made available to the employee at the Employer's expense.

5.16.3 If the Employer provides an allowance or reimbursement for employees to purchase their own protective footwear or clothing, employees are required to use that footwear or clothing while performing tasks that require it.

5.16.4 The Employer shall provide training and safety equipment for all employees that are required to clean up any and all hazardous materials including but not limited to blood, body fluids, fecal matter, chemicals, or other such materials as required by state or federal law. In no event shall an employee without the proper training be required to clean up hazardous materials.

5.16.5 Employees must notify their supervisor immediately of any and all on-the-job injuries and complete any forms necessary for reporting in a timely manner.

5.17 Document Signing

5.17.1 No employee shall be required to sign any legal documentation if the employee believes the legal document is not consistent with County, State, or Federal code or regulation, if the employee's supervisor or department head is certified to sign the legal document. However, if the Employer requires an employee to sign a legal document that the employee believes is not consistent with code or regulation, the supervisor or the department head shall submit to the employee a written statement that the employee is being directed to sign the legal document. The supervisor or department head's written demand to sign the legal document shall identify the legal document required to be signed by the employee.

5.18 Bilingual Pay

5.18.1 Based on the business needs of the County, the Employer will determine if a position's job responsibilities shall include either a *requirement* or a *preference* that the incumbent have conversational or advanced proficiency in speaking and/or writing in one or more foreign languages in addition to proficient use of written and oral English.

5.18.2 All employees who have been assigned by the Employer to provide conversational language services shall have a one percent (1%) conversational bilingual pay premium added to their base pay.

5.18.3 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 related to their position and may include providing written translations) shall have a five percent (5%) advanced bilingual pay premium added to their base pay.

5.18.4 An employee's ability to speak an approved language shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. In recognition of employees who have already been providing these services, the Employer will approve them to receive a one percent (1%) bilingual pay premium, effective March 1, 2026, without needing to take the test, provided they are willing to continue to perform these duties.

5.18.5 Testing procedures:

- a) The employee shall seek authorization from the Employer prior to testing.
- b) The employer will communicate what level of proficiency is preferred or required (conversational or advanced) for the position.
- c) The employee shall pay associated test cost to achieve initial qualifications.
- d) Upon completion of the language testing, if the employee is determined to be qualified to provide advanced language services in an approved language, the employer shall reimburse the employee for the associated test costs.
- e) Should an employee fail the test for initial qualification or re-qualification, they may re-test at their own expense.
- f) The Employer may periodically require the employee to re-qualify to retain the 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.

5.18.6 When an employee qualifies (or fails to re-qualify) for the bilingual pay premium, the change in pay shall occur on the first day of the next pay period after receiving test results.

5.18.7 Designation of bilingual pay shall be at the discretion of the Employer. The Employer may remove bilingual pay from an employee if they determine that they no longer want to prefer or require the employee to use bilingual skills as a function of their job duties. In this instance, the employee will be notified in writing in advance of the change in pay and expectations.

6. **COMPENSABLE HOURS**

6.1. **Hours of Work**

6.1.1 Standard Work Schedule and Workweek. The standard work schedule for full-time employees will be Monday through Friday, eight (8) hours per day, not including an unpaid lunch break of at least thirty (30) minutes, with starting and ending times as determined by the Employer. The standard workweek will begin Sunday at midnight (12:00 a.m.) and end Saturday at 11:59 p.m.

6.1.2 Employees may request alternate work schedules, or the employer may assign alternate work schedules with advance notice. An alternate work schedule is any schedule that differs from the standard workweek (e.g., four 9-hour days with a four (4)-hour day, compressed workweeks such as four (4) ten (10)-hour days, or eighty (80) hours worked over nine (9) days in a two(2)-weekperiod, varying daily start and end times within agreed parameters).

6.1.3 Approved alternate work schedules must comply with federal and state laws and meet business needs as determined by the Employer. The Employer may require that the Employee maintain flexibility as a condition of working an alternate work schedule (e.g. having to work within a small team to provide coverage while a co-worker is out sick or on vacation).

6.1.4 In the event that a nine-eighty (9-80) work schedule is approved (a schedule that allows employees to work 80 hours over 9 days in a two-week period) the work week shall be adjusted so as not to exceed forty (40) hours.

6.1.5. Notice of Employer-Initiated Schedule Changes. Except in the case of emergency, the Employer will provide at least seven (7) days' notice of any permanent schedule change. A permanent schedule change is defined as a change lasting at least 30 days. The Employer will give two (2) days' notice for temporary schedule changes that are for less than thirty (30) days. Notice periods may be waived if the schedule change is made by mutual agreement.

6.2 Overtime

6.2.1 Overtime: Employees will be paid overtime at the rate of time and one-half (1 ½) their regular rate of pay for all authorized compensable hours in excess of the employee's daily shift, or forty (40) hours in a workweek. The determination of whether to pay overtime on a daily or weekly basis is based on business needs and at the discretion of the Department Head.

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

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) Effective January 1, 2026, an employee shall not be allowed to accumulate more than one hundred twenty (120) hours of compensatory time. An employee who has between one hundred twenty (120) and two hundred forty (240) hours of compensatory time as of December 31, 2025, will be required to reduce their hours to below 120 by December 31, 2028, by either a cash out (at the employee's regular rate of pay) or approved use of comp time.

b) Compensatory time off may be taken in quarter (1/4) hour increments and must be used prior to using vacation leave and shall be scheduled with the approval of the Employer.

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

6.3.2 Once the scheduling of the taking of compensatory time off is approved (and is still available), 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.

6.4 Working Out of Classification

6.4.1 Any employee assigned to work out of classification, in a higher paid classification, with the full duties of that classification assigned 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. If the Employer does not assign the full scope of duties of a higher paid classification to the employee that is at least two (2) ranges higher on the salary schedule, the Employer may authorize 5% out of class pay for performing a limited scope of duties.

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. Employees participating in cross-training, growth and development opportunities, or serving as a backup to the higher shall not be entitled to out of class pay.

6.5 Call-in and Off-Duty Contact

6.5.1 Definitions:

- a) Call-In: A directive requiring an employee to perform work outside of their scheduled shift.
- b) Off-Duty Contact: any work-related phone call, text message, or electronic communication received and responded to while the employee is off duty.
- c) Off Duty: Any period when the employee is not scheduled to work.

6.5.2 Off-Duty Contact: An off-duty employee contacted by the Employer shall be compensated at their applicable rate of pay for a minimum of thirty (30) minutes per engagement starting from the time the Employee responds to the communication. An employee shall not be penalized for failing to respond to off-duty communications unless they are formally assigned to standby duty. (This does not apply to communications about work schedules, social calls, or texts from colleagues.) If multiple contacts occur within the same thirty (30)-minute period, they shall be treated as a single compensable event. If an engagement exceeds thirty (30) minutes in duration the provisions in section 6.5.3. shall apply.

6.5.3 Call-In Pay: In the event an employee is called in while off duty, they shall receive a minimum of two (2) hours pay at their applicable rate, regardless of actual hours worked. Overtime shall be calculated in accordance with applicable laws and this Agreement. Such minimum guarantee shall not apply to those hours that are contiguous with an employee's normal work hours.

6.5.4 It shall be the employee's responsibility to notify the employer of claim for this pay by means of the applicable monthly time card. The Employer may require verification of the claim. Claims not noted on the time card within thirty (30) days of accrual shall be void.

6.6 Rest & Lunch Breaks

6.6.1 Rest Breaks: Each employee shall be allowed a rest break of fifteen (15) minutes in duration, on the Employer's time, for each four (4) hours of working time. Rest breaks shall be scheduled as near as possible to the midpoint of the first half (e.g. morning) and second half (e.g. afternoon) of the shift. No employee shall be required to work more than three (3) hours without a rest break. Where the nature of the work permits an employee to take an intermittent rest break equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. If an employee fails to take any or all such breaks, for whatever reason, they shall have no right to claim any additional compensation for that time.

6.6.2 Lunch (Meal) Periods: Each employee scheduled to work at least five (5) hours in a day shall be allowed an unpaid meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period. If an employee is directed to perform work during a portion of a lunch period, 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, unless otherwise agreed.

6.7 Extended Hours Required Due to Emergency

6.7.1 Compensation and rest periods during emergencies shall be administered per County Policy.

6.8 Court Time

6.8.1 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 scheduled work shift, such employee shall be paid time and one-half for all hours of attendance outside of the regular work shift.

6.8.2 The employee shall request the court or the party who issued the subpoena to compensate the employee for such court appearance. Any compensation received from the court or the party issuing the subpoena shall be immediately paid and delivered to the Employer.

7. EMPLOYEE BENEFITS

7.1 Benefit Eligibility

7.1.1 Paid Holidays: Full-time employees shall receive holiday pay with time off for any County holiday in which they are:

- a) employed the day of the holiday, AND
- b) compensated for eighty (80) hours or more during the month of the holiday, OR
- c) are in paid status the full shift the day before the holiday.

Part-time employees who are scheduled to work on the holiday will receive the day off and have their holiday pay pro-rated. If they are not scheduled to work on the holiday, they shall only receive pro-rated holiday pay.

7.1.2 Paid Vacation Leave: Full-time employees shall receive their full vacation accrual for the month if they are compensated for at least eighty (80) hours in that month. Full-time employees who do not have at least eighty (80) compensated hours in the month will not receive vacation accruals for that month. Part-time employees will receive their vacation leave pro-rated.

7.1.3 Paid Sick Leave: Full-time employees shall receive their full sick leave accrual for the month if they are compensated for at least eighty (80) hours in that month. Full-time employees with less than eighty (80) compensated hours in the month and part-time employees will receive their sick leave pro-rated.

7.1.4 An employee's leave balances transfer with them to other positions within the County, provided they do not have a break in continuous County service, except for compensatory time, which shall be cashed out when (a) the employee leaves their overtime-eligible position, or (b) the employee leaves the department/office where they accrued the compensatory time.

7.1.5 An employee's anniversary date represents their original date of hire with Lewis County in a regular position. This "service" date permits an employee who has prior service with another County department to maintain benefit accrual levels provided that such employment had been continuous with the County. This date is used for years of service recognition, longevity, vacation leave accruals, and step increases, except for those employees who have had their step increase date adjusted prior to January 1, 2026.

7.2 Holidays

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

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr. Day	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 November
Native American Heritage Day	Friday after Thanksgiving
Christmas Day	December 25

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 or pay period.

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. 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 Holiday".

7.2.4 Personal Holiday: Each full-time employee will be credited with one (1) Personal Holiday worth one (1) shift, on January 1st of each year (or the date of hire for new employees). The number of hours associated with the personal holiday for a full-time employee will be equal to the number of hours they are scheduled to work on the day the Personal Holiday leave is approved. A part-time employee's personal holiday will be prorated. The personal holiday expires December 31st of each year and is not compensable upon separation.

7.2.5 Employees who are in bargaining unit positions on January 1, 2026, will also receive a one-time deposit of eight (8) hours of vacation leave in their vacation bank on January 1, 2026.

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. Actual accrual may be made on a semi-monthly basis. Vacation accrual increases are effective the first of the month of an employee's anniversary date.

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

7.3.2 Requests for vacation shall be made in advance, in quarter-hour (15-minute) increments, and are subject to the approval 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 Vacation accrual maximums and cash out provisions will be identified in the appendices.

7.4 Vacation Donations

7.4.1 Eligible employees shall be allowed to donate accrued vacation leave to other employees approved to receive vacation leave donations as permitted by County Policy.

7.5 Health and Welfare Insurance

Health and Welfare Insurance for each bargaining group will be listed in its respective appendix.

7.6 Bereavement Leave

7.6.1 Up to three (3) days with pay shall be granted without a charge to an employee's accrued leave balances in the event of the death of an employee's family member or household member (as defined in 7.7.3 in the Sick Leave article). The days do not need to be taken consecutively.

7.6.2 An employee shall be allowed to utilize up to three (3) sick leave days for bereavement regardless of the relationship of the deceased to the employee. In the case of death of a member of the employee's family member or household member, this is in addition to the three (3) days of County-provided bereavement leave.

7.6.3 Employees who are permitted to attend the funeral or memorial service of a fellow department employee shall be allowed to take four (4) hours sick leave when such services are held during working hours.

7.6.4 Bereavement leave days do not have to be used consecutively.

7.7 Sick Leave

7.7.1 A full-time employee will accrue eight (8) hours of paid sick leave each month, unless they take unpaid leave, in which case, they will receive a prorated amount of leave accruals. Part-time employees will receive a pro-rated amount of leave accruals, based on their number of compensated hours in the month compared to that required for full-time employment. Actual accrual may be made on a semi-monthly basis. The maximum accumulation of sick leave will be thirteen hundred twenty (1,320) hours. When an employee has accrued more than thirteen hundred twenty (1,320) hours of sick leave at the end of the calendar year (December 31), the employee's accrued sick leave balance shall revert to thirteen hundred twenty 1,320 hours on January 1.

7.7.2 Sick leave shall be allowed as protected under Federal, State, or County policy, following RCW 49.46.210. Sick leave will be charged in quarter-hour (15 minute) increments.

7.7.3 Definitions for sick leave use:

- a) **Family Member:** child, grandchild, grandparent, parent (including those who stood 'in loco parentis' when the employee was a minor child), sibling, or spouse (including in-law, step, foster, and adoptive relatives of the same kind of relationship)
- b) **Household Member:** any individual who regularly resides in the employee's home or where the relationship creates an expectation of care for the person, and that individual depends on the employee for care. It does not include a household member who simply resides in the same home with no expectation that the employee cares for the individual.

7.7.4 Sick leave notification requirements. Employees must give reasonable notice to their supervisor or designee to use sick leave. If an employee's absence is foreseeable, the employee must provide at least 10 days' notice, or as much notice as possible before the first day of sick leave use. If an employee's absence is unforeseeable, the employee must follow call-in procedures to report their absence no later than one (1) hour before the employee's required start time (or as soon as practicable), or at such time they need to leave work earlier than the end of their shift.

7.7.5 The Employer may require an employee to produce a letter from a medical provider showing necessity of attendance or absence for more than three (3) consecutive workdays.

7.7.6 If the Employer has a reasonable belief that an employee is unable to perform the essential functions of their job, with or without a reasonable accommodation, the Employer may require the employee to undergo a fitness-for-duty evaluation at the employer's expense, or provide written certification from their health care provider.

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

7.7.8 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.

7.8. Other Leave Programs

7.8.1 The following is a summary of rights which County employees may have under various leave programs (in addition to other leave described in this Agreement). Legislation and regulations governing these programs will determine actual leave entitlement in a given situation. Also, these laws and regulations may change from time to time. For further information, contact the Lewis County Human Resources office.

7.8.2 Employees who are in need of extended leave, or leave under one of these programs, should meet with their Supervisor and/or Human Resources to develop a written plan. This plan should include:

- a) Reason(s) for the leave;
- b) beginning date of the leave;
- c) planned return date;
- d) the type of leave they intend to use

7.8.3 Family and Medical Leave Act (FMLA) Leave. An eligible employee shall be allowed to participate in, be subject to, and be entitled to unpaid job protected leave under the federal Family and Medical Leave Act (FMLA), administered by the Employer. Employees may be required to provide documentation to access FMLA leave. The Employer may designate an employee's leave as FMLA-qualifying and provide a designation notice to the Employee if when have enough information to determine that the absence is FMLA-qualifying.

Up to 12 weeks of unpaid FMLA leave (26 weeks for Military Caregiver leave) is available to an employee who has been employed with the County for at least one year and worked at least 1,250 hours in the past 12 months. An employee may use their paid leave accruals during FMLA leave. An employee should notify their supervisor or Human Resources if they expect to be absent for one of the qualifying reasons for FMLA leave, listed below:

- a) for the serious health condition of the employee
- b) for the serious health condition of the employee's parent, employee's minor child, or adult child if they are incapable of self-care because of a disability
- c) for the birth or adoption of a child, or placement of a child in foster care in the employee's home
- d) if they are a covered military member who is called to active duty to address the most common issues that arise when preparing for deployment (military exigency leave)

- e) if they are a spouse, son, daughter, parent or next of kin to care for a covered servicemember or veteran with a serious injury or illness (military caregiver leave)

7.8.4 Paid Family and Medical Leave (PFML). An eligible employee shall be allowed to participate in, be subject to, and be entitled to paid leave under the state's Paid Family and Medical Leave (PFML) program, administered by the Washington State Employment Security Department (ESD). Qualifying reasons for taking PFML are outlined at www.paidleave.wa.gov. Employees must notify their Employer at least 30 days before they plan to take leave (if the event is foreseeable). When an employee is approved for PFML, they will submit unpaid leave to the Employer for the hours associated with their PFML approval, and file weekly claims to receive payment from the ESD. If an employee chooses to apply for PFML and is approved for a condition that also qualifies for FMLA, then both PFML and FMLA will run concurrently.

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

7.8.6 Pregnant workers may request and receive leave (WAC 162-30-020) and accommodations (RCW 43.10.005) in accordance with Washington law.

7.8.7 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.

7.9 Unauthorized Leave

7.9.1 Employees are hired to perform important duties to carry out the mission of the Employer, which requires reliable attendance at work with minimal use of unpaid leave (excluding unpaid leave that employees are entitled to under state and/or federal law). Employees are encouraged to manage and use their accrued vacation and personal holiday to achieve a work-life balance without the need to request unpaid leave, and to use sick leave only for approved reasons. Employees who demonstrate a pattern of using up their vacation and sick leave as soon as they accrue it should not expect to continue to receive approval of vacation requests or authorized unpaid leave. Unauthorized leave will be processed as unpaid leave and may be subject to corrective and/or disciplinary action.

7.10 Longevity

7.10.1 For each year of continuous service, beginning with the eighty-fifth (85th) month, with this Employer as measured by the employee's anniversary date, the employee shall receive longevity pay as described below. Longevity increases are effective the first of the month of an employee's anniversary date.

Effective January 1, 2026, the following Longevity shall apply:

Months of County Service	Amount added to Salary
After 7 years (85 th month)	\$ 50.00 per month
After 8 years (97 th month)	\$ 60.00 per month
After 9 years (109 th month)	\$ 80.00 per month
After 10 years (121 st month)	\$ 100.00 per month

* And, an additional ten dollars (\$10.00) per month for each year after ten (10).

7.11 Educational Reimbursement or Pre-Payment

7.11.1 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.

7.11.2 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. Approval or denial of an employee's request shall be made by the Employer within twenty-one (21) calendar days from the date in which the request is submitted.

7.11.3 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.

7.11.4 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.

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

7.11.6 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.

7.11.7 On a case-by-case basis and in their sole discretion, the Director or designee may authorize tuition reimbursement at a level higher than specified by this Section and may authorize reimbursement for required textbooks.

7.11.8 In lieu of reimbursement, the Employer may pre-pay for educational expenses.

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 Degree of Discipline

8.2.1 It is the responsibility of the Employer or designee to investigate and evaluate the circumstances and facts of any complaint or allegation made against an employee. The Employer will then apply the most suitable form of discipline provided that a determination is made that discipline is warranted. There are several types of disciplinary actions which may be applied to discourage detrimental behavior or actions. The employee has the right of Union representation at each step of the discipline procedure.

8.2.2 Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action.

8.3 Types of Discipline

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

8.3.2 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.

8.3.3 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. The Employer will meet with the employee to discuss plan or expectations moving forward.

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

8.3.5 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.

8.3.6 Discharge: This form of discipline results in termination of employment. Except when the nature of the problem requires immediate termination, the Employer shall provide the employee with a written pre-disciplinary notice and opportunity to be heard at a pre-disciplinary hearing with the Employer.

8.4 Appeals of Discipline

8.4.1 Employees (other than extra-help and probationary employees) may appeal disciplinary actions other than an oral warning through the grievance procedure.

8.4.2 Disciplinary demotions, suspensions, and terminations may be subject to grievance arbitration, which is the final step of the grievance procedure.

8.4.3 Written warnings may be appealed through the grievance procedure only up to the final internal step.

8.4.4 In the event that a written warning is used as a basis for progressive discipline, the employee may challenge the written warning in a subsequent grievance arbitration, provided that the employee appealed the written warning through the final internal step of the grievance procedure, and did not accept an adjustment of the discipline as a result of that appeal.

8.5 Investigations

8.5.1 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.

8.5.2 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.

8.5.3 The Employer may, at its discretion, place employees on paid administrative leave during personnel investigations. Employees on such paid administrative leave must remain available by phone during their regular work shift and be able to report to work upon request within a reasonable period. Paid administrative leave is not considered to be discipline and is not subject to the grievance procedure.

8.5.4 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 notice period can be waived by mutual agreement. 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.

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

8.5.6 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.

8.5.7 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.

8.5.8 No employee shall be required to take or be subjected to polygraph testing as a condition of continued employment.

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. Days, for purposes of this article and all articles within this agreement are calendar days and will be counted by excluding the first day and including the last day of timelines. 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 (In Appendices Article 5)

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 their 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.

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

- a) The Mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-based professional Mediator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.
- b) If the parties agree to enter into mediation, the Mediator shall attempt to assist the parties in achieving a voluntary resolution. The Mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach resolution, the Mediator, if the parties mutually agree, may be requested to offer a bench option.
- c) Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the Mediator be referenced.

10. EMPLOYEE COMPENSATION

10.1. Classifications and Salary Schedule

10.1.1 The Lewis County Master Salary Schedule shall be attached to this agreement.

10.1.2 Each job classification will be assigned a salary grade on the Master Salary Schedule. The classifications and ranges of each bargaining unit position will be listed in each appendix.

10.2.3 The employee's individual regular hourly rate of pay, for application under this agreement, shall be computed in accordance with the requirements set forth in the Fair Labor Standards Act.

10.2 General Wage Adjustments

Effective January 1, 2026, the 2025 Salary Schedule will be increased by two point seven (2.7%).

Effective January 1, 2027, the 2026 Salary Schedule will be increased by the amount of the CPI-U West Size Class B/C as measured for the year ending June 2026, with a minimum of one point five percent (1.5%) and maximum of three percent (3.0%).

Effective January 1, 2028, the 2027 Salary Schedule will be increased by the amount of the CPI-U West Size Class B/C as measured for the year ending June 2026, with a minimum of one point five percent (1.5%) and maximum of three point five percent (3.5%).

10.3 Step Increase Date

10.3.1 Beginning January 1, 2026, employees will receive annual step increases on their anniversary date, unless they have had their step increase date adjusted. If an employee's step increase date has been adjusted, they will retain the same step increase date as they had on December 31, 2025.

10.3.2 Employees who have an anniversary/step increase date between the first (1st) and fifteenth (15th) of the month will receive step increases on the first (1st) of that month. Employees who have an anniversary/step increase date between the sixteenth (16th) and the last day of the month will receive step increases on the 16th of that month.

10.4 Salary upon Promotion

10.4.1 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 base 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.

10.5 Pay day

10.5.1 The pay day for all work performed from the first (1st) of the month through the fifteenth (15th) of the calendar month shall be paid on the twenty fifth (25th). The pay day for all work performed from the sixteenth (16th) of the calendar month until the last calendar day of the month shall be paid on the tenth (10th) of the subsequent month. If the tenth (10th) or twenty fifth (25th) falls on a non-workday, 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.

- a) Earned overtime shall be subject to payment at the pay date following the month in which such overtime was earned.
- b) Paycheck stubs shall include a breakdown of the following information: Earnings including overtime, base wage and working out of classification compensation.
- c) Employees may participate in voluntary payroll deduction to the extent permitted by the Employer's payroll agent and in accordance with such Employer's agent's procedure.

10.5.2 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 payday is established by the Commissioners, it shall remain

the payday for the balance of this Agreement. Such alternate payday for all work performed in a 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 twenty first (21st) of one month to the twentieth (20th) of the following month, with payment at the pay date next following the period in which such overtime was earned.

11. SENIORITY

11.1 Seniority Date

11.1.1 Each employee shall have a seniority date equal to such employee's continuous service in a position within their bargaining unit.

11.1.2 Seniority shall be terminated by separation from a position in that bargaining unit.

11.1.3 Time served in extra-help positions will not be included in any seniority date.

11.1.4 When an employee is recalled from layoff, they will have their previous seniority date restored.

11.1.5 The department/office will be responsible for tracking seniority dates. The Employer will provide a Seniority list to the Union upon request.

12. LAYOFF/REDUCTION IN FORCE

12.1 Layoff

The Employer will determine the basis for, extent, effective date, and length of layoffs in accordance with the provisions of this agreement.

12.1.1 A layoff is an employer-initiated action that results in:

- a) separation from service with the Employer;
- b) employment in a class with a lower salary range due to "bumping;" and/or
- c) reduction in the number of work hours

for reasons such as lack of funds, lack of work, organizational change, or other bona fide business reasons. Layoff is not a disciplinary action.

12.1.2 Order of Layoff: When layoffs are necessary, the Employer will identify the positions that will be reduced or eliminated. Employees shall be laid off in reverse order of seniority within the layoff group, with the higher paid position taking priority over seniority.

12.1.3 Notice of Layoff: The Employer shall provide written notice of layoff to the affected employee(s) and the Union at least thirty (30) calendar days in advance of the layoff date, unless the Employer determines that an emergency situation prevents such notice.

12.2 Reduction of Hours

12.2.1 Voluntary Reduction of Hours: To reduce the effects of a layoff, based upon mutual agreement between the Employer and employee, an employee may voluntarily reduce their normal weekly work hours. If the Employer is agreeable, the Union and Employer shall meet to set forth in writing the specific conditions under which the reduction of hours shall occur (e.g. length of reduction, return rights, benefit accrual).

12.2.2 Mandatory Reduction of Hours: The Employer may temporarily reduce the work hours of a full-time employee to no less than 20 hours per week in lieu of implementing a full layoff. An employee whose work hours are temporarily reduced will not be entitled to bumping rights to any other position or be placed on the recall list,

and will retain their leave balances. In this event employees will normally receive at least seven (7) calendar days' notice. The notice will specify the anticipated duration of the temporary reduction.

12.3 Bumping Rights / Layoff Groups

12.3.1 Layoff Groups: Each Appendix shall have a listing of Layoff Groups, in which each job classification covered by this agreement shall be listed in the order in which bumping may occur. When new positions are established, their layoff group shall be identified.

12.3.2 An employee subject to layoff may displace ("bump") the least senior employee in the next lower-paid classification within the layoff group for which the employee is qualified, provided the employee has previously held the classification or can satisfactorily perform the work within 30 days. Full-time positions may bump into full-time or part-time positions. Part-time positions may only bump into part-time positions.

12.3.3 An employee receiving a notice of layoff who elects to exercise bumping rights must submit that decision in writing within two (2) business days of receipt of the layoff notice, unless an extension is requested by the employee and granted by the Employer. The two (2) business day period for exercising bumping rights shall begin on the first business day following receipt of the layoff notice.

12.3.4 If an employee timely exercises bumping rights, the Employer shall implement the bumping action on or before the effective date of the layoff. The original layoff notice shall be considered satisfied, and no additional thirty (30) day notice shall be required for employees affected by the bumping action.

12.3.5 An employee who does not exercise bumping rights within the two (2) business day period, or as otherwise extended, shall be laid off effective on the date specified in the layoff notice.

12.3.6 The Employer shall confirm the outcome of the bumping decision in writing as soon as practical.

12.3.7 Seniority Date Ties: If two (2) or more employees have the same date, ties will be broken in the following order:

- a) Longest continuous time with the County
- b) Lowest Employee ID number

12.3.8 Compensation while exercising bumping rights: An employee will retain their current base salary if they accept a transfer or bump into another position with the same pay grade. An employee who bumps into another position with a lower pay grade will be paid at the step in the new pay grade nearest their current salary, without a salary increase.

12.3.9 At no time during bumping shall an employee receive an increase in base pay due to the layoff action, however, regular step increases and any other negotiated increases, such as a COLA (cost of living adjustment) shall apply.

12.3.10 Satisfactory Performance in the New Position: An employee exercising their bumping rights shall be permitted a thirty (30)-day working day trial period to manifest satisfactory performance in the position they bump into, before officially being assigned the position. If the employee does not manifest satisfactory performance during this period, they may be separated from employment.

12.3.11 Benefits: Employees who are unemployed due to layoff shall retain their seniority date and shall be entitled to continuation of benefits as required by law. Accrued but unused leave shall be paid out in accordance with applicable law and this Agreement.

12.4 Recall

12.4.1 Recall List: Employees laid off (including those employed in a lower job classification due to exercising their bumping rights) shall be placed on a recall list for the job classification from which they were laid off for a period of 18 months from the effective date of layoff. Recall shall be in order of seniority within the classification from which the employee was laid off.

12.4.2 Employees will have seven (7) calendar days from the receipt of the recall notice to respond to the job offer. Failure to respond to the job offer, accepting the job offer, or declining the job offer will result in the employee's name being removed from the recall list.

12.4.3 Salary upon recall: Employees who are appointed from a recall list will be paid an amount equal to the salary they were receiving at the time they were laid off, plus any general wage adjustments, targeted increases implemented during the period of layoff, and any longevity and/or annual step increases the employee would have received had they remained continuously employed, so that the employee is made whole upon recall.

12.4.4 For purposes of layoff and recall, notice shall be considered 'received' as follows:

- a) Hand Delivery: on the date the notice is personally delivered to the employee
- b) E-mail: On the date the notice is sent to the employee's Employer-issued or last known email address on file
- c) U.S. Mail: Three (3) calendar days after the notice is placed in the mail.
- d) If a notice is delivered by more than one method, receipt shall be deemed to occur on the earliest date determined under subsections (a) through (c).

The Employer may also contact the employee by phone (call or text) to let them know to check their mail or e-mail.

12.4.5 Employees are responsible for maintaining current and accurate contact information with the Employer, including mailing address, telephone number, and email address.

12.4.6 If an employee does not receive a notice because they failed to update their contact information, the notice will still be considered valid as long as the Employer sent it using the contact information on file.

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 remain in full force and effect from January 1, 2026, through December 31, 2028. All conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. The Agreement may be opened by either party giving notice, in writing, not later than ninety (90) days prior to the expiration date.

Signed this _____ day of _____, 2026.

TEAMSTERS UNION LOCAL NO. 252

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

Brian Blaisdell, Teamsters Secretary-Treasurer

Lindsey R. Pollock, DVM, Chair

Heather Slusher, President/Business Agent

Scott J. Brummer, Vice-Chair

LEWIS COUNTY PROSECUTOR'S OFFICE

Jonathan Meyer, Prosecuting Attorney

Sean D. Swope, Commissioner

LEWIS COUNTY ASSESSOR'S OFFICE

ATTEST:

Ross Nielson, Assessor

Rieva Lester, Clerk of the Board