

LABOR AGREEMENT

Between

LINCOLN COUNTY

And

LOCAL 1254-CH

OF

**THE WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES
COURTHOUSE**

January 1, 2022 through December 31, 2024

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**WORKING AGREEMENT
LOCAL 1254 CH**

This agreement is entered into by the Board of County Commissioners of Lincoln County, hereinafter referred to as the “Employer” and Local 1254-CH of the Washington State Council of County and City Employees, hereinafter referred to as “WSCCCE,” excluding the Sheriff’s Office, Road Department, and Appointed Officials.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes WSCCCE as the sole and exclusive bargaining agent for all employees with the exception of Elected Officials, Road Department, Sheriff’s Department and Appointed Officials.

1.2 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the Employer to do so. Authorization for deductions shall be electronic or in writing and filed with the Employer. The Employer shall transmit to the Washington State Council of County and City Employees, P. O. Box 750 Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name, home address, birth date, hire date in current bargaining unit, job classification, department, hours worked, monthly base wage and amount of union dues deducted on or before the 20th day of each month for the month which deductions are made.

Employees requesting to stop dues deductions shall provide written notice to both the Employer and the Union. The Union shall provide written confirmation to the Employer within 30 days that the employee’s dues authorization has been terminated in compliance with the terms and conditions of the written authorization executed by the employee. The Employer shall stop dues deductions upon receiving that written confirmation.

The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, judgments, or any other actions brought or issued against the Employer as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the Employer complies with the provisions outlined in this Article.

New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. As soon as practicable prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE 2 - PURPOSE

2.1 Scope: It is not the intention of these rules to remove any of the authority vested in the Elected Officials of the County Government by State Law. Where any conflict between these rules and such State Law may occur, the State mandated authority of the Elected County Official shall prevail.

2.2 The purpose of the Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of plant, protection of County property and safety of employees; and to that end, the Employer pledges itself to give its employees consideration and courteous treatment, and the employees in turn pledge themselves to render the Employer proper courtesy and respect.

ARTICLE 3 - DEFINITIONS

3.1 Regular Employee: An employee shall be regarded as a regular employee when he has completed his probationary period as defined in Section 3.2.

3.2 Probationary Employees: Employees shall be regarded as on probation for the first six (6) months of their employment. Upon completion of the probationary period, the employee's seniority shall be retroactive to the beginning date of his last period of continuous employment within the County, at which time he shall become a Regular Employee. There shall be no Employer responsibility for the continued employment or reemployment of probationary employees.

3.3 Regular Part-time Employee: An employee who works on a regular basis less than forty (40) hours per week but not less than twenty (20) hours per week shall be regarded as a Regular Part-time Employee.

3.4 Temporary or Seasonal Employee: An employee who is hired on a short term basis for the purpose of filling in at peak work load times, or is assigned to a one-time project or as vacation or illness relief shall be regarded as a Temporary or Seasonal Employee.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 WSCCCE recognizes the rights of the County to operate and manage the County and direct the work force, including but not limited to the rights to hire, suspend, or discharge for just cause, to assign jobs, to transfer employees within the County; to increase or decrease the work force, to establish and require standards of performance, to determine work to be accomplished, to determine the work schedules and means of operations; to require reasonable overtime; to discontinue or alter any part of its operations; to establish new jobs, to classify, reclassify, eliminate or modify jobs; to determine the location of facilities; to extend, limit, or contract out as may be permitted by state statute and past practice; to promote, lay off or recall employees; to promulgate and enforce rules, regulations and personnel policies and procedures; provided that this will not be used for the purpose of discrimination against any employee or to avoid any provisions of this Agreement.

4.2 The parties recognize that the above statement of management rights is for illustrative purposes only and shall not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. By its agreement to this provision, the Union is not waiving its right to bargain any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE 5 - WARNING/SUSPENSION/DISCHARGE

5.1 The parties agree that the purpose of non-punitive discipline is to allow a bargaining unit employee proper notice of performance deficiency, opportunity to improve performance, and to allow the Employer to document disciplinary matters; this discipline is to be accomplished, without economic sanction imposed upon the employee. As with all discipline, in each instance consideration is given to mitigating factors, such as length of service, past performance, and attitude.

5.2 Non-punitive discipline shall involve verbal counseling and one or more written warnings over the course of a reasonable period of time prior to termination. However, exceptions or deviations from the normal procedure may occur whenever the Employer deems that the circumstances are sufficiently serious in nature to warrant immediate termination. Such circumstances may include but not be limited to dishonesty, use of alcohol or illegal drugs on County property or time, acts of recklessness which harm or threaten any individual, or willful or reckless actions which threaten a risk of loss or damage to County property or equipment.

5.3 In matters of discipline, employees are entitled to request the presence of a Union representative if they believe that an interview or meeting with the Employer will result in disciplinary action. Prior to termination, the employee shall have the right to a meeting, at which time he or she shall be presented with a summary of the Employer's evidence against him or her. The employee shall have the right to respond to said charges.

5.4 The Employer shall not impose disciplinary termination against any employee without just cause. The employee and the Union shall be notified in writing that an employee has been terminated. "Just cause" shall mean, but not be limited to, circumstances warranting immediate

termination as described in 5.2 above. Furthermore, "just cause" may also include three or more similar disciplinary warnings occurring over the course of any twelve-month period.

5.5 A more complete explanation of "The Non-Punitive Disciplinary Actions and Procedure" is attached as Appendix B and thereby made a part of this Agreement.

5.6 Probationary employees may be disciplined or discharged without a right of appeal.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

6.2 Grievances which may arise shall be settled in the following manner:

STEP 1: Within five (5) working days from its occurrence or the date on which he first became aware of it, the aggrieved employee shall discuss his complaint with his immediate supervisor, with the Union Representative present, if he so desires. It shall be discussed verbally and, if settled, no further action shall be taken. If not resolved on an informal discussion basis, the grievance shall be reduced to writing and signed by the aggrieved. At Step 1, the grievance is submitted to the immediate supervisor, where applicable. The immediate supervisor shall investigate the grievance and provide a written answer within five (5) working days of the date of submission. Grievances must be presented, as outlined above, within the said period of time; otherwise the Union, the Employer and the employee agree that the grievance is forever waived.

STEP 2: Should the Union Grievance Committee decide that the reply of the department head is unsatisfactory, the Union shall, within five (5) working days, submit the facts of the grievance in writing to the Board of County Commissioners. The Union shall identify with particularity the remedy it is seeking. The parties shall arrange a meeting between the Union representative and the Board within fourteen (14) working days for negotiation of the issue. The Board of County Commissioners shall respond to the Union in writing within thirty (30) calendar days after the meeting; a copy of the response shall be transmitted to the Local President. The Union shall provide the Commissioners a written response within fourteen (14) working days of its receipt of the response indicating whether or not the response has been accepted.

6.3 Arbitration: If an employee, after completing the grievance procedure outlined herein, still believes that his or her grievance has not been dealt with justly, such employee may request independent arbitration of the matter. Any grievance involving a dispute with respect to the application, meaning or interpretation of this Agreement may be submitted to arbitration in the following manner. If arbitration is desired by the aggrieved employee(s) and/or the Board of County Commissioners the arbitration committee shall consist of three persons: one appointee by the employee or his or her representative; one appointed by the Board of County Commissioners; and one appointed by agreement between the arbitrating members. If the members are unable to agree upon a third member for the committee within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission to provide a list of five (5) arbitrators from which the parties may select one person. The

representatives of the Employer and the employee shall alternately eliminate the name of one person on the list until only one remains. The person whose name was not eliminated shall be the Chairman and the third member of the Committee.

6.4 (a) Expenses for the arbitrator's services and proceedings shall be borne completely by the party who received the unfavorable decision. In the case of a compromise decision the parties shall equally share the arbitrator's expense. The cost of preparation and presentation of the parties' case to the arbitrator shall be the sole expense of each of the parties.

(b) It shall be the duty of the arbitration committee to represent the public interest in reviewing employee appeals, only after all other grievance procedures have been exhausted, resulting from alleged adverse Employer action. During such review both the appealing employee and the Board of County Commissioners or other person whose action is being reviewed shall have the right to be heard publicly; be represented by a person of his or her choice; and to present evidentiary facts. At the hearing regarding appeals or grievances, technical rules of evidence shall not apply.

(c) Failure to process a grievance within the contractually defined time limits shall cause the grievance to be awarded in favor of the other party. This provision shall not apply if the parties have mutually agreed in writing to extend the time limits described herein. Requests for an extension should be agreed to before the applicable time limits have expired and such extensions must be for a certain specific time period.

6.5 In conducting the hearing the hearing officer has the power to administer oaths, issue subpoenas, receive relevant evidence, compile the production of books and papers relevant to the hearing, and question witnesses. It shall be the duty of the hearing officer, within (5) days of the conclusion of the hearing, to forward his or her recommendation concerning the appeal to the Board of County Commissioners for appropriate action.

6.6 The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction nor shall the decision have the authority to amend, alter or modify this Agreement and its terms shall be limited to the interpretation and application of this Agreement.

6.7 Each party hereto will pay the expenses of their own representative and the expenses of the third member of the arbitration committee will be borne equally by the parties hereto. The finding of the committee shall be certified in writing to the Board of County Commissioners and Union, and shall be forthwith enforced.

ARTICLE 7 - SENIORITY

7.1 The first six (6) months of employment shall be considered as a probationary period and the Employer shall have termination rights, within this six (6) month period, free of any recourse from the grievance and arbitration procedure as outlined in Article 6.

7.2 Upon completion of this six (6) month period, the employee shall be placed on the seniority list with the first day of this six (6) month period as his seniority date.

7.3 Higher classification work shall be offered to an employee by his seniority, if the senior employee is qualified to do the work of the higher classification.

7.4 Seniority shall be departmentalized with regard to layoffs and dismissals.

7.5 Seniority shall not be affected by illness until after one (1) year's absence.

7.6 Seniority shall not be affected by layoff for any reason until after a one (1) year absence. Any person laid off shall have the right of first employment, over all other persons, to the department from which such person was laid off. This right of first employment shall exist for one (1) year from the date of layoff.

7.7 Seniority shall be broken for the following reasons:

First : If the employee quits.

Second: If the employee is discharged for just cause.

Third: If the employee fails to return to work within three (3) working days after being notified to return to work and does not present a satisfactory excuse.

Fourth: Temporary lay off of over one (1) year as defined in 7.6 above.

7.8 Except where reassignments are made by the County, vacancies created within job classifications covered by this Agreement by virtue of separation or newly created positions shall be posted for three (3) work days within the department affected in the Courthouse. The employer reserves the right to determine who, if anybody shall be selected for and/or promoted or transferred to said vacancy. Said determination shall be based upon the applicant's interview, experience, and qualifications for the position. Where the appraisal of the candidate's interview, experience, and qualifications are equal, in the opinion of the Employer, preferential consideration may be given to employees with seniority within the department and secondly, within the bargaining unit.

ARTICLE 8 - WORK DAYS/WORK WEEK/OVERTIME

8.1 The regular hours of work each day shall be eight (8) consecutive hours except for interruptions for lunch period. The Board of County Commissioners establishes office hours for all county departments. Each elected official or appointed department head establishes work schedules of employees appropriate to the needs of his or her office.

8.2 The work week shall consist of five (5) consecutive work days. Monday through Friday.

8.3 All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

8.4 Days and hours may be changed by mutual agreement.

8.5 Non-paid Overtime: Compensatory time may be taken, at employee's option, at the rate of time and one-half in accord with the terms and conditions of the County's current overtime policy.

8.6 Paid Overtime: Time and one half (1 ½) the employee's regular rate of pay may be paid for all hours worked over forty (40) in any one work week. All overtime must be approved, verbally or in writing, in advance, by the employee's immediate supervisor. The Union and County concur that overtime should be minimized.

8.7 The hourly rate shall be computed by dividing the monthly rate by 173.

8.8 Any employee detained from scheduled work shall notify the Employer within an hour after his scheduled work shift begins, except in cases of extreme emergency, and then as soon as possible.

8.9 Working Out of Classification: Whenever an employee is assigned by an Elected Official or Department head to perform most of the daily duties and responsibilities that are exclusive to the Department Head or Elected Official or for an employee at a higher paid bargaining unit classification for a period of eight (8) hours or more, he or she shall be paid at a rate of one step higher than his or her current classification rate while performing such duties. If there is no higher step, the employee shall be paid at 2.5 % above his or her current rate of pay.

ARTICLE 9 - DISCRIMINATION

9.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

9.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

9.3 The employee agrees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

9.4 With regard to wages, the Union recognizes its responsibility as a bargaining unit without discrimination, interference, restraint or coercion.

9.5 It is provided that no conferences and meetings between the employees and the Union representatives shall in any way stop, hamper or obstruct normal flow of work.

ARTICLE 10 - WAGES

10.1.1 Effective January 1, 2022 and through December 31st, 2022, the union agrees to receive 2.55% increase in salary through the use of COLA. Further, for the remainder of this contract, the minimum COLA shall be established at 2.0% and the maximum shall be 4.5%. The County agrees to pay the actual COLA which will be based on the average annual increase according to the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1). For all years of this contract, union members will progress normally through the established step system.

10.1.2 For the period of this contract, Local 1254CH will receive any negotiated increase over and above the amounts listed in 10.1 (a) 1 given to Local 1254.

Changes were only made in this section to clarify future calculations of CPI percentage.

10.2 Employees will normally receive a step increase based upon completion of one (1) year of employment at the current step in the employee's job classification range. The anniversary date for a step increase shall be the first day of the month following completion of one (1) year of employment and annually thereafter. In the event the employee is faced with unacceptable performance evaluations, the normal step increase may be delayed until the employee corrects, to the Department Head's satisfaction, his or her performance deficiency. In no case shall the step increase be delayed in excess of six months after the anniversary date.

10.3 Effective January 1, 1998, all employees who have been employed continuously at step 6 for twenty-four (24) months shall advance to step 7. After being employed in step 7 for twenty-four (24) months, an employee will advance to step 8. Step 7 wage rate is 2.5 % above step 6 and step 8 wage rate will be 2.5 % above step 7.

10.4 Unless approved by the Commissioners, in writing, employee may not be hired in at a step higher than step 2. Employees will be eligible for step increases only after they have completed a year of continuous service in the grade (job classification) and range.

10.5 Employees shall be paid in accordance with the wage schedule attached to this Agreement marked as "Appendix A" and herein incorporated by reference.

ARTICLE 11 - HOLIDAYS

11.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	One floating holiday-mutually agreed to
Labor Day	by employer and employee

*Employees with TEN (10) years of service or more will receive ONE (1) additional floating holiday, mutually agreed to by the employer and employee. Provided that employees hired after July 1st shall be entitled to only one floating holiday for the year of hire. Floating holidays shall not accumulate from one year to the next.

11.2 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

11.3 Any other day may be a legal holiday if proclaimed so by the State Legislature and the Board of Commissioners or by a state official who has been granted legal authority to decree such a holiday and the Board of County Commissioners of Lincoln County.

11.4 Whenever a holiday shall fall on a Saturday the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

11.5 If an employee works on any of the holidays listed above, he shall be paid the following premium rate, in addition to his holiday pay:

For all hours worked one and one half (1 ½) times his/her regular pay rate.

11.6 Regular part-time employees shall be paid for the holiday in relation to the hours actually engaged on duty to the hours required for full-time service.

ARTICLE 12 - VACATIONS

12.1 Regular employees shall be eligible for paid vacation after six (6) months service with the Employer. Employees shall start to earn vacation allowance as of the date of their hire. Up to three (3) days personal leave will be allowed during the first six (6) months employment.

12.2.1 Vacations shall be earned by a full-time regular employee at the rate of eight (8) hours per month and is accumulative to a total of thirty (30) working days. New regular employees earn eight (8) hours of vacation for the month, if during that month they worked at least one-half (1/2) of the month.

12.2.2 Employees with five (5) years or more of service will receive three (3) additional days vacation up to fifteen (15) days per year which is earned at the rate of ten (10) hours per month.

12.2.3 Employees with ten (10) years or more of service will receive three (3) more additional days vacation up to eighteen (18) days per year which is earned at the rate of twelve (12) hours per month.

12.2.4 Employees with fifteen (15) years or more of service will receive three (3) more additional days vacation up to twenty-one (21) days per year which is earned at rate of fourteen hours (14) per month.

12.2.5 Employees with twenty (20) years or more of service will receive three (3) more additional days vacation up to twenty-four (24) days per year which is earned at the rate of sixteen (16) hours a month.

12.2.6 Employees with twenty-five (25) or more years of service will receive eighteen (18) hours of vacation time per month.

12.2.7 Employees with thirty (30) or more years of service will receive twenty (20) hours of vacation time per month.

12.3 All annual leave shall be taken after first making application and receiving prior approval from the elected official or department head. The department head will maintain or make arrangements for adequate personnel to perform the work of the employee on leave. The employee with the greater seniority shall be given his or her choice of vacation period in the event of any conflict over vacation periods.

12.4 Vacations may be accumulated to a total of thirty (30) working days credit. Any vacation accumulated beyond this limit will be forfeited unless the employee is asked to defer his vacation because of work schedules, in which case the vacation shall not be forfeited, or an employee will be paid additional compensation for earned vacation time not taken.

12.5 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall extend an additional work day.

12.6 Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his vacation, shall be compensated in cash for unused vacation he/she has accumulated at the time of separation, up to the maximum established by current County policy, which is now established at 240 hours.

12.7 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

12.8 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

ARTICLE 13 - SICK LEAVE

13.1 Sick leave shall be earned by a full-time permanent employee at the rate of one (1) day per month and is accumulative to a total of one hundred fifty (150) working days. Part-time permanent employees will be eligible for sick leave in proportion to the time worked as outlined above.

13.2 New permanent employees earn one (1) day of sick leave for the month they were placed on the payroll, if during that month they worked at least one-half (1/2) of the month.

13.3 Sick leave taken in an amount over one (1) day may be justified either by a doctor's certificate or by a visit to the sick or injured person by some supervisory personnel.

13.4 Sick leave may be taken as credited to the employee for one of the following reasons only, where the facts are established by the employee's supervisor:

- a. Illness or injury which incapacitates the employee to the extent that he is unable to perform his work.
- b. Exposure to a contagious disease such as would jeopardize the health of fellow workers or the public.
- c. Doctor or dental appointments, including members of the immediate family requiring the attendance of the employee.
- d. Necessary time off for a child of the employee under the age of eighteen (18) with a health condition requiring treatment or supervision; illness or injury in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited to three (3) days in any one instance, except that up to two (2) days may be allowed if the additional time is necessary by reason of travel distance. Immediate family shall include only wife, husband, children, parent, grandparent, grandchild, or more distant relative if living as a member of the employee's immediate household.
- e. To attend funerals of relatives as follows: Any relative in the employee's household plus the employee's wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father or mother-in-law, brother or sister-in-law, son or daughter-in-law and stepmother or stepfather.
- f. Pallbearer or Honor Guard at any funeral.
- g. Bereavement Leave: In case of a death of a family member (spouse, child, parent, brother, sister, grandparent, aunt or uncle, grandchild, step family members and in-laws), the employee will be granted three (3) days of bereavement leave that will not be charged against either his/her vacation or sick leave.

13.5 For a period of absence from work due to injury or occupational disease resulting from county employment, the employee shall file an application for Worker's Compensation in accord with State Law. An employee injured on the job may use accumulated sick leave. When eligibility is determined by the Department of Labor & Industries and workers' compensation payment checks are received, the employee will surrender the endorsed checks to the County. Upon such receipt, the County will credit the employee with sick leave. The employee will be credited with one (1) day of sick leave for each day of Labor and Industries and workers' compensation payment returned to the County. Should any employee apply for time loss compensation and the claim is then or later denied, sick and annual leave may be used for the absence in accord with other provisions of this contract.

13.6 When no sick leave is accumulated, the employee may select to take either vacation or loss of pay, but it should be stressed that misuse of sick leave time credit will be automatic grounds for dismissal.

13.7 Illness or injury shall be reported at the beginning of any period of sick leave to the immediate supervisor by the employee or a person designated to act for him/her prior to the beginning work hour. Upon return to work, the employee shall make application for leave of absence which shall be reviewed by the supervisor and if justified, will be approved.

13.8 Employees, after five (5) years of employment, shall be compensated in cash for 50% of all accrued unused sick leave up to a maximum of one hundred twenty (120) days when they are permanently separated from employment as a result of voluntary resignation, discharge, retirement or death. In the event of death, payment is to be made to the estate of the employee.

13.9 A sign-up period for sick leave cash-out shall be held March 1st through March 31st during each year of this contract, for inclusion in April payroll, so that employees may cash-out annual sick leave with the following restrictions:

- a. If an employee has accrued one hundred fifty (150) hours or more, he/she may cash-out up to forty (40) hours.
- b. If an employee has accrued three hundred fifty hours (350) or more, he/she may cash-out up to (60) hours.
- c. If an employee has accrued five hundred (500) hours or more, he/she may cash out up to eighty (80) hours.

13.10 In the event that an employee is injured or contracts an occupational illness, and he or she has fully expended his or her sick or annual leave, the employer will allow him or her a reasonable period of time to return to work, unless he or she is permanently disabled. During that period of time, he or she shall not accrue but shall not lose any other accrued benefits. During his or her absence from work, the employee shall be responsible to self-pay medical insurance. Depending upon the particular circumstances and facts of each individual case, the Board may, at its sole discretion, grant additional unpaid leave.

13.11 Sick Leave Donations: Employees may donate sick leave to come to the aid of another employee who is suffering from or attending to a spouse, child or parent with a serious health condition. Such donations shall be made anonymously, purely voluntarily and cannot reduce the donor's level of accrued sick leave below 150 hours, paid at the rate of the employee using the sick leave, not at the rate of the donor. Such paid sick leave may be considered in whole or in part of the employee's Family and Medical Leave eligibility. Such leave may only be used if the employee has exhausted his or her accrued vacation and sick leave.

13.12 Family leave will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

ARTICLE 14 - DEFERRED COMPENSATION PROGRAM

In accord with Commissioner Order No. 9016, as it exists or may hereafter be amended, and RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. Any income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by the employee.

ARTICLE 15 - MEDICAL PLAN

The Employer agrees to contribute the maximum dollar amounts listed below, per month, toward the employee and dependent medical and other insurance premium cost for County approved plans, for all regular employees who have completed thirty (30) days of continuous service.

Effective January 1, 2022, through December 31, 2024 the County agrees to pay a maximum of \$820.00 monthly toward the employee's County approved medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution (\$820.00) will be the sole responsibility of and at the expense of the employee. The employee must elect to take the benefit (county medical insurance) for there to be any unused dollars for the deferred compensation program.

Employees may decide not to take county provided insurance on the condition that they provide proof of alternate insurance that complies with minimum requirements for coverage as outlined in the County Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employees' name. It is understood that the union proposed, voted on and selected the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that a medical opener for medical insurance will be part of the contract negotiation for 2024.

Both parties agree that the County will provide a benefit to each full time employee to enroll in the LifeFlight Network Membership Program for the life of the contract..

Regarding the caps listed above, any amount negotiated by Local 1254 over the amount settled for Local 1254-CH for the period of this contract will be the new cap for Local 1254-CH.

ARTICLE 16 - JURY DUTY

16.1 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service or are subpoenaed.

16.2 Employees shall be paid the difference between any jury duty compensation they received and their regular wages for each day of jury service.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

17.1 Leave of absence without pay may be allowed any employee for specific periods, for any of the reasons applicable for leave with pay. Leave of absence without pay shall not be allowed to an extent totaling more than twelve months in any five years. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the department's services.

17.2 Pay due an employee for working a portion of the month shall be figured by dividing the monthly rate by 173, times the number of hours worked.

ARTICLE 18 - GENERAL PROVISIONS

18.1 The Board, Employer, and/or office head agrees not to hire or employ for any reason any member of his immediate family. Immediate family includes only those persons related by blood, marriage or legal adoption, wife, husband, parent, grandparent, brother, sister, child or grandchild of the Employer, and not to include aunt, uncle, cousin, niece, nephew, unless living in the Employee's household.

18.2 Tuition reimbursement may be granted in full or in part for continuing education. Any decision by the Commissioners to do so may be based upon consideration of the relevancy and need of the training for the employee's job and the department head's recommendation. Any decision by the Commissioners is solely discretionary and not subject to grievance or arbitration procedures under this contract. Any reimbursement shall require prior approval of the Commissioners and payment shall occur when the employee provides acceptable documentation proving that he or she has successfully attended and completed the course.

18.3 Union Activities:

A. It is not the intention of the County to provide time during working hours for conducting Union business; however, certain Union activities, by their nature, must be done during working hours. Employees shall not receive compensation when such Union activities or meeting exceed regular working hours. Such Union activities which may be conducted during the working hours are as follows:

1. Contact between an employee and shop steward regarding a grievance.
2. Contact between an employee, shop steward, and supervisor regarding a grievance including any hearings.

B. The County agrees that during working hours, on the County's premises, and without loss of pay, Union officials and local Union representatives shall be allowed to do the following, after first receiving approval of the appropriate supervisor or manager; PROVIDED, however, that such approval shall not be unreasonably withheld:

1. Post Union notices and literature during breaks and lunches in and about the bulletin board provided in the employees' break-room.
2. Transmit communications, authorized by the Local Union or its officers to the County or their representatives.
3. Consult with the County, its representatives, local union officers, or other Union representatives concerning any provision of this Agreement. The Union agrees to carry out these functions in a manner that is least disruptive to the operations of the County; the Union hereby agrees that it shall not in any way stop, hamper, or obstruct the normal flow of the County's work.

ARTICLE 19 - SAVINGS CLAUSE

19.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any competent jurisdiction, such decision of the court shall apply only to the specific Articles, Section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Articles, Section or portion thereof.

ARTICLE 20 - MISCELLANEOUS

20.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State laws, and this Agreement. Unless covered by state or federal law, the terms and conditions of this Agreement applies.

20.2 The parties hereto expressly recognize that the Commissioners utilize the services and advice of Fred Owen and Associates or other comparable professional consulting services using the salary criteria developed for Lincoln County for the purpose of evaluating and assigning points for the purpose of reclassification of positions. The role of Mr. Owen, or another consulting firm, is clearly advisory to the Commissioners, and the Commissioners have the final decision-making authority with respect to any proposals submitted to Owen, or another consulting firm, for review and recommendation.

20.3 - Step I

Written Statement and Request: In the event an employee or the Employer feel that the duties and responsibilities for a position have substantially changed, since its most recent classification and definition, he or she shall state such opinion in writing and shall describe with particularity which changed/ reduced/ or added duties and responsibilities that provide the basis for their opinion. The employee or Employer may request that the position be reevaluated for reclassification. The elected Official, Department Head and/or employee's supervisor shall be given a copy of the employee's statement and request. The employee shall be given a copy of the

Employer's statement or request.

20.4 - Step II

Within fifteen (15) working days from the receipt of the written statement and request, the employee or the Elected Official or Department Head shall respond in writing with specific reasons why they agree or disagree with the written statement and request.

20.5 - Step III

Commissioner Review: The written statements and request of the employee and the Elected Official or Department Head shall be submitted to the Commissioners for consideration at their next regularly scheduled meeting. If the written statements are not prepared within five (5) working days prior to the regularly scheduled meeting, consideration of the matter will be carried forward to the next regular meeting of the Board. The Commissioners' choice of action may include but not be limited to accepting, rejecting, remanding with directions for further documentation or review, or referring the proposals to the consultants of choice to evaluate the position (utilizing the Owen criteria) in question and assign points.

20.6 Written Explanation: In the event the Commissioners reject or accept a proposed reclassification, their reasons will be set forth in writing and submitted to the employee and Elected Official or Department Head within ten (10) working days of the Commissioner's decision.

20.7 Employees receiving an unfavorable annual evaluation or documented disciplinary warning for performance deficiencies shall be evaluated at least once within three (3) months of written notice for the performance deficiency and not less than once every six (6) months thereafter until his or her supervisor is satisfied that the problem has been corrected. The Grievance Procedure shall, except for allegations of discrimination or arbitrary and capriciousness, not be available by employees to challenge performance evaluations. Employees disagreeing with his or her performance evaluation shall have the right to attach a written statement and reasons to evaluations placed in personnel file.

ARTICLE 21 - POLITICAL ACTIVITY

21.1 Political Activities: No employee in the bargaining unit shall use or be authorized the use of any of the facilities of the County or public agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of the county or public agency shall include but are not limited to, use of stationery, postage, machines, and equipment, use of employees of any County office or agency during working hours, vehicles, office space, publications of the office, and clientele lists of persons served by the office or public agency. Excluded are activities which are part of the normal or regular conduct of the County office or agency.

ARTICLE 22 - DURATION

This Agreement, with appendices, shall become effective January 1, 2022 and shall remain in

full force and effect until December 31, 2024.

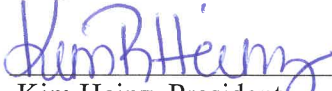
ARTICLE 23 - SUPREMACY

23.1 In the event of a conflict, this Agreement shall control over County Ordinance, policy or rules, unless disallowed by law.

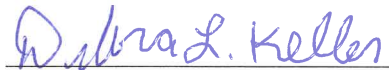
23.2 The employer agrees not to enter into any agreement or contract with employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union.

Dated this 20th day of December, 2021.

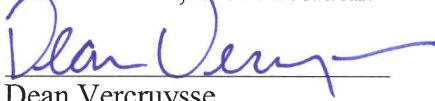
UNION:



Kim Heinz, President




Debbie Keller, Vice President




Dean Vercruysse
Union Representative


COUNTY COMMISSIONERS



Scott M. Hutsell, Chairman



Rob Coffman



Mark R. Stedman

EXHIBIT A

2022 WAGE SCALE

2022 WAGE SCALE									
2.55% COLA from 2021									
	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Chief Accountant		5816	6108	6414	6734	6902	7070	7248	7429
Clinic Supervisor	575	5014	5260	5521	5794	5936	6083	6233	6389
Chemical Dependency Clinical Supervisor (new '16)		4372	4590	4820	5060	5187	5316	5449	5586
Computer Technician 1		4293	4508	4733	4969	5094	5221	5352	5486
Prevention Coordinator	436	3994	4182	4378	4590	4704	4819	4937	5061
Mental Health Specialist	421	4077	4277	4483	4704	4819	4937	5059	5185
Chief Appraiser	373	4070	4274	4487	4711	4946	5071	5197	5326
Chief Appraiser (revised 2021)		4726	4943	5170	5408	5535	5662	5796	5929
Court Facilitator/Legal Secretary (April '19)		3909	4123	4341	4535	4645	4759	4875	4998
Clerk/Court Facilitator (new 2019)		3552	3730	3916	4113	4215	4321	4429	4540
Senior Probation Officer (added 2015)		4066	4267	4476	4696	4813	4930	5054	5178
Parole Officer/ Probation Officer	373	3783	3981	4191	4377	4482	4591	4703	4821
Environ. Heath Spec. (revised 12/21)	335	4630	4862	5105	5360	5628	5741	5856	5966
Environ. Heath Specialist II (revised 12/21)		4252	4465	4688	4922	5046	5172	5301	5434
Environ. Health Specialist Lead (new '19)		4593	4823	5064	5317	5450	5586	5726	5869
D.D. Coordinator	315	3576	3752	3936	4128	4228	4333	4438	4548
Appraiser	314	3612	3788	3972	4144	4243	4343	4443	4548
Appraiser (revised 2021)		4088	4308	4533	4734	4847	4964	5083	5210
Probation Counselor/ Accountant	300	3373	3542	3717	3893	3985	4083	4178	4288
Office Manager/Medical Billing (new in 2021)		3373	3542	3716	3893	3985	4084	4178	4288
Administrative Assistant Pros. Attorney	256	3368	3536	3713	3891	3985	4083	4183	4288
Support Specialist (revised 2014)		3412	3583	3761	3948	4145	4248	4355	4463
License Deputy	242	3254	3433	3591	3764	3851	3946	4043	4143
Deputy Treasurer/Clerk/Court Facilitator/Senior Acct Clerk (new in 2021)		3969	4183	4401	4596	4706	4820	4936	5059
Accounting Clerk		3502	3657	3815	3967	4120	4285	4391	4503
Secretary/Clerk (PH) (revised 12/21)		3639	3759	3947	4144	4351	4438	4528	4618
Clerks	233	3195	3357	3526	3686	3776	3865	3962	4062
District Court Clerks	226	3141	3299	3467	3628	3717	3807	3902	4002
Superior Court Administrator		3082	3236	3397	3567	3657	3749	3843	3938
Recording Deputy	219	3082	3236	3397	3567	3657	3749	3843	3938
Case Manager		3452	3604	3762	3925	4012	4101	4191	4288
Case Manager Aide		2419	2540	2666	2802	2871	2942	3015	3089
Janitor	217	3184	3336	3492	3652	3741	3836	3927	4025
Secretary/Clerk II	203	2960	3120	3266	3431	3513	3601	3688	3781
Facilities/Grounds Tech		3662	3847	4027	4228	4335	4443	4554	4669