

ORIGINAL



WORKING AGREEMENT

By and Between

GRANT COUNTY

And

TEAMSTERS LOCAL UNION NO. 760

CASE MANAGEMENT UNIT

INITIAL SERVICES UNIT

THERAPY SERVICES UNIT

JANUARY 1, 2017

To

DECEMBER 31, 2017

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PREAMBLE

Grant Integrated Services of Grant County, Washington, hereinafter known as the Employer, and the Teamsters Union Local No. 760, referred to hereinafter as the Union, do hereby reach an Agreement for the purpose of promoting the morale, well-being, and security of Grant Integrated Services Case Management, Initial Services, and Therapy Services employees.

PRODUCTIVITY

It is mutually agreed that the Employer and the Union shall work together, individually and collectively to meet the production requirements of the agency, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in this agency of County government.

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the designated representative of regular full-time, part-time and temporary/seasonal employees of Grant County Integrated Services Case Management, Initial Services, and Therapy Services as set forth in Addendum B.

Excluded from this Bargaining Unit are supervisors, confidential employees and all other employees of Grant County.

ARTICLE II – UNION MEMBERSHIP

- 2.1 It shall be a condition of employment that all full-time employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees hired on or after its execution date, shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Union.
- 2.2 There shall be no soliciting of employees for Union membership during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.
- 2.3 Upon written proof of bona fide, religious tenets, pursuant to RCW 41.56.122, an employee may proceed to pay a similar amount of money monthly to a

nonreligious charity or to another charitable organization in accordance with the provisions of RCW 41.56.122.

- 2.4 The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Article pertaining to initiation and dues deduction.
- 2.5 Union representatives may have access to the employer's offices or facilities to carry out representational activities during employees' meal periods, rest periods, and before and after their shifts. The representatives will notify the employer prior to their arrival and will not interrupt the normal operations of the agency.
- 2.6 Union stewards will be granted reasonable time during their normal working hours to prepare for and attend collective bargaining meetings, investigatory interviews, pre-disciplinary meetings, information grievance resolution meetings, mediation sessions, and arbitration hearings during their work time.
- 2.7 Union stewards must obtain prior approval from his or her supervisor to prepare for and/or attend any meeting during work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention must be completed prior to attending the meeting. The employer may require the steward to leave a union meeting if an urgent need occurs.
- 2.8 Time spent preparing for and attending meetings during the steward's non-work hours will not be considered as time worked. Stewards may not use company vehicles to perform representational duties unless authorized by the employer.
- 2.9 If the amount of time a union steward spends performing representational activities is unduly affecting his or her ability to accomplish assigned work, the employer will not continue to release the employee and the Union will be notified.

ARTICLE III – DEFINITIONS

The following definitions apply throughout the contract unless the context clearly indicates other meaning:

- 3.1 Probationary Employee/Probationary Period: A full-time employee who has less than six (6) months of continuous service, or a part-time employee who has less

than one thousand (1,000) hours of continuous service, with the Employer. Said employee is subject to discharge/ termination without just cause and without recourse.

- 3.2 Regular Full-time Employee: A Regular Full-time employee is one who is employed in a budgeted position and is regularly scheduled to work an average of forty (40) or more hours per week and has successfully completed a probationary period.
- 3.3 Regular Part-time Employee: A Regular Part-time employee is one who is employed in a budgeted position, paid on a salary or hourly basis, and is regularly scheduled to work on average at least twenty (20) or more hours per week and has successfully completed a probationary period.
- 3.4 Temporary or Seasonal Employee: A Temporary/Seasonal employee is an employee who works for the purpose of assisting an office or department with its workload and should not exceed a five (5) month consecutive period of time. The Board of County Commissioners may grant any necessary extension of this five (5) month consecutive period on a case-by-case basis and by mutual agreement of both parties in writing. The purpose of such an employee is to provide assistance to complete seasonal/temporary projects, to assist in peak workloads and other temporary/seasonal work needs of the Employer. Temporary/Seasonal employees shall not receive any benefits except as they may be applicable under Washington State Department of Retirement Systems rules for retirement contributions.

ARTICLE IV – EQUAL EMPLOYMENT OPPORTUNITY

The Employer and/or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment which are a violation of Federal, State or Local law, except as allowed or provided by law. 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.

ARTICLE V – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine. Management's affairs and prerogatives

which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- a. The right to establish institute and change any and all rules, policies and procedures. Written rules and procedures will be provided to employees.
- b. The right to schedule any and all work and overtime work and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- c. The right to hire, layoff, recall, employees as deemed necessary by the Employer.
- d. The right to discipline any and all employees as provided in the Disciplinary Article of this Agreement.
- e. The right to make any and all determinations as to the size and composition of the work force, to work locations and shifts.
- f. The parties understand and agree that incidental duties reasonably connected with Bargaining Unit work, not necessarily enumerated in job descriptions/ shall nevertheless be performed by employees when requested to do so by the Employer.
- g. The Employer shall have the right to take whatever actions the Employer deems necessary to carry out County services in an emergency. The Employer shall be the sole determiner as to the existence of emergency and any and all actions necessary to implement service during said emergency. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.
- h. The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.
- i. The right to close or liquidate an agency, branch, operation or facility or combination of facilities, or to relocate, re-organize or combine the work of divisions, offices, branches, operations or facilities.
- j. Past Practices: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar days notification, except in the

event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the Employer's proposed change to past practice. The notification and opportunity to negotiate shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

ARTICLE VI – NO STRIKE

- 6.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 6.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 6.3 Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Agreement.

ARTICLE VII – SENIORITY

- 7.1 Seniority shall mean an employee's continuous length of service from the most recent date of hire with Grant County Integrated Services. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.
- 7.2 A probationary period of six (6) continuous months shall be required of all new employees. During the probationary period, employees may be discharged without cause at the discretion of the Employer without notice.
- 7.3 Qualifications and seniority are factors to be considered in layoffs, recall from layoffs, promotions and demotions, provided such factors as skill and ability, experience, performance and quality of work are considered equal in the opinion of the Employer.

- 7.4 Seniority shall terminate upon discharge, resignation, retirement, and twelve (12) consecutive months of layoff.
- 7.5 A seniority list will be posted and a copy provided to the Union once per year only if requested and only if new employees are added.

ARTICLE VIII – DISCIPLINE

- 8.1 The Agency or his designee may discipline an employee for just cause, inclusive of, but not limited to, the following:
- a. Neglect of duty;
 - b. Inefficiency;
 - c. Insubordination;
 - d. Incompetence;
 - e. Disrespectful or impolite references, comments or declarations about or to fellow employees or Management;
 - f. Conviction, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge which the Employer believes would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the agency;
 - g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
 - h. Misconduct and/or negligent performance of duties;
 - i. Violation of written or verbal County or Agency directives, work rules, regulations, policies and procedures; RCW' s, WAC's and other applicable licensing bodies rules and regulations;
 - j. Conflict of interest between off-duty activities and official duties;
 - k. Tardiness and/or absenteeism;
 - l. Harassment of any kind (actions that create an intimidating, abusive and/or hostile work environment);

- m. Reporting to work with the presence of alcohol and/or illegal/ controlled substances in the employee's blood, breath and/or urine, consuming alcohol and/or illegal/controlled substances at work, selling and/or distributing alcohol and/or illegal/controlled substances at work;
- n. Violation of the Drug and Alcohol Policy as contained in the Grant County Policy and Procedure Manual Policy 02-11;
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Employer.
- p. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with standard verbal, written or practiced procedures as determined by the Employer.
- q. Failure to timely complete tasks as assigned by the Employer;
- r. Any other just causes as determined, from time to time, by the Employer based on agency procedure changes determined by the Employer;
- s. Proven Dishonesty;
- t. Any other just causes supported and consistent with case law and/or arbitration cases.

8.2 The Employer may discipline any employee for just cause. If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner, which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- a. Coaching & Counseling;
- b. Oral reprimand;
- c. Written reprimand;
- d. Suspension without pay;
- e. Discharge or termination.

The discipline imposed shall be correlated to the seriousness of the offense as determined by the Employer. The Employer should impose progressive

discipline in order of increasing severity from oral reprimand to discharge but shall not be required to follow progressive discipline where the Employer makes a determination that the circumstances warrant immediate imposition of a more severe form of discipline up to and including discharge or termination even though an employee may not have any other disciplinary actions of record in the employee's personnel file.

- 8.3 The Employer may discharge or terminate an employee only for just cause. In the event the Employer, under normal circumstances not under conditions reflected in 8.4 below, determines that an employee may be discharged or terminated due to charges and/or alleged misconduct(s) then the Employer will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Employer will hold a pre-disciplinary action meeting to provide the employee and/or Union representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Employer shall make a determination as to whether to proceed with discharge or termination.
- 8.4 When the Employer or their designee determines that circumstances are such that retention of the employee will likely result in disruption of departmental work, damage to or loss of County property or be injurious to the fellow employees, then the Employer may immediately suspend without pay the employee without the Employer holding a pre-disciplinary action meeting of any kind. If the Employer determines that this Section should be implemented, then the charges and/or misconduct(s) will be provided to the employee and the Union representative as soon as reasonably possible in writing.
- 8.5 At the discretion of the Employer, an employee may be placed on administrative leave with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty.
- 8.6 In the event the Employer, under normal circumstances not under conditions reflected in Section 8.4 above, determines that an employee may be suspended without pay due to charges and/or alleged misconduct(s), the Employer will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Employer will hold a pre-disciplinary action meeting to provide the employee and/or Union representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period

of time. Thereafter, the Employer will determine whether or not to proceed with a suspension without pay.

- 8.7 Untimely notice of disciplinary action shall not negate the disciplinary action. If the Employer decides to issue an oral reprimand and/or written reprimand to an employee, then said reprimand shall be in written form and forwarded to the employee and to the Union representative. No meeting with the Union is necessary for these types of discipline. The Employer will issue notification of disciplinary action with thirty (30) calendar days of the conclusion of the investigatory process.
- 8.8 Employees shall sign "written reprimands" as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. Copies of discipline and more severe discipline will be mailed to the Union except if the employee objects to the Employer sending out discipline information.
- 8.9 Written reprimands shall remain in the employee's personnel file for a period of no more than twenty-four (24) months from the date of the offense. If an employee does not have any other written reprimands within the twenty-four (24) month period, then the letter of reprimand will be removed from the employee's personnel file, including documents maintained in a supervisor, or other similar, files. However, if the employee has another written reprimand within the twenty-four (24) month period, then both written reprimands shall remain in the personnel file for twenty-four (24) months from the date of the last written reprimand. Quality files and evaluative documents will be maintained per the state, federal, and contractual retention schedule. Unique documents of concern may be maintained by Human Resources.
- 8.10 References and written facts involving suspensions and/or discharges shall remain permanently in an employee's personnel file.
- 8.11 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Office/Department or County funded organization.
- 8.12 If any employee who is required to have a driver's license has his/her driver's license suspended for less than thirty (30) days, then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for thirty (30) days or more, then said employee shall

be discharged. If an employee's driver's license is revoked, then the employee shall be immediately discharged.

- 8.13 The provisions of this Article shall not apply to newly hired or promoted employees serving a probationary period.
- 8.14 Disciplinary action may be reviewed pursuant to the Grievance Procedure of this Agreement.
- 8.15 Timelines may be extended by mutual agreement.
- 8.16 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The employer and the Union will take appropriate steps to maintain such confidentiality.
- 8.17 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are detrimental to the employee's work performance or the program of the employer. Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the employer within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first.

ARTICLE IX – GRIEVANCE PROCEDURE

- 9.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 9.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement.
- 9.3 In the processing, disposition and/or settlement of any grievance, the Union shall be the exclusive representative of the employees. The Union shall make the determination of the merit or validity of an employee grievance.
- 9.4 Filing of Grievance: Any employee who believes that he/she has a grievance arising out of the specific terms of this Agreement may, through a representative, file a grievance within thirty (30) calendar days of its occurrence. Failure to file the grievance within thirty (30) calendar days of its occurrence results in said

grievance being forever waived and lost and no longer grievable at any level. To be a valid grievance, the grievance should set forth the facts, the specific section(s) of the contract which were allegedly violated and the specific remedy requested.

- 9.5 Employer Grievance: The Employer may initiate a grievance at Step 2 of the grievance procedure within thirty (30) calendar days from the date of the occurrence giving rise to the grievance. If the Employer files a grievance in accordance with this section, the Employer will present, either by mail or in person, in writing, the basis of the grievance against the Union to the Union representative within thirty (30) calendar days of the occurrence. The Employer will discuss issues with the Union representative prior to filing a grievance. Thereafter, the Union representative shall respond in writing to the Employer within thirty (30) calendar days from the receipt of the grievance. If the Employer is not satisfied with the response of the Union representative, the matter will be elevated to arbitration in accordance with the procedure contained in this article.
- 9.6 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless waived or extended by mutual written Agreement of the parties.
- 9.7 If a representative does not file a grievance within thirty (30) calendar days of its occurrence or when they reasonably should have known, then said representative and employee shall have forever waived and lost all rights and remedies regarding said grievance.
- 9.8 A potential grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor, provided the employee informs the supervisor that the verbal exchange is a potential grievance. The immediate supervisor shall respond within three (3) calendar days. If the immediate supervisor does not respond within three (3) calendar days or if the matter is not satisfactorily resolved, then the employee, through their representative, may initiate a formal grievance in accordance with the following procedure which in any case, shall be done within thirty (30) calendar days as indicated below. The three (3) calendar days are within the thirty (30) calendar day timeline for filing formal grievances. The Union may elect to file a grievance directly at Step 1 of the procedure set forth below.
- 9.9 The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the Program Director within thirty (30) calendar days of the date of the occurrence or within thirty (30) calendar days of when they reasonably should have known of the grievance. The Program Director shall respond in writing within thirty (30) calendar days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within thirty (30) calendar days of the response in Step 1 above, inclusive of a request for a grievance meeting if one is desired, the grievance in written form shall be presented to the Senior Leadership Group or designee. Thereafter, subject to mutual agreement, the parties may conduct a grievance meeting prior to the Senior Leadership Group or designee issuing a written response to the aggrieved employee and the Union within thirty (30) calendar days after receipt of the grievance or the grievance meeting if one is held. A copy will be provided to the Union.

Step 3: If the grievance has not been resolved at Step 2, either party to this Agreement may request Grievance Mediation from the Washington State Public Employment Relations Commission (PERC).

Step 4:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice- Time Limitation: The referring party shall notify the other party in writing by mail of submission to arbitration within thirty (30) calendar days after receipt of the Step 2 response.
- c. Arbitrator - Selection: After timely notice the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the parties may jointly request that the Washington State Public Employment Relations Commission appoint an arbitrator. If the parties are unable to jointly agree to such request within three (3) calendar days, then either party may request that the Washington State Public Employment Relations Commission provide a list of eleven (11) qualified and approved non-staff or private arbitrators from which list an arbitrator shall be selected by alternatively striking one (1) name from the list until one (1) name shall remain.

- d. Decision - Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon by the parties.
- e. Limitation- Scope -Power of Arbitrator:
- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.
 - (ii) The arbitrator shall have the power to interpret and apply the specific terms of the Agreement and to determine whether there has been a violation of the specific terms of the Agreement.
 - (iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If a party requests a court reporter and/or transcription of the official record, said requesting party shall be responsible for paying for the cost of the transcription; provided, however, if the other party is going to rely on the record and/or transcription, then said party shall be responsible for one-half (1/2) the transcription cost and their own copying cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - (iv) The arbitrator shall have the authority to receive evidence and question witnesses and shall keep a verbatim record of testimony.
- f. Arbitration Award - Damages - Expenses:
- (i) The arbitrator shall not have the authority to award punitive damages.
 - (ii) Each party hereto shall pay the fees and expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The cost and expense of the arbitrator shall be borne equally by the parties.

ARTICLE X – HOURS OF WORK & OVERTIME

10.1 Definitions:

- a. Overtime Eligible Position - one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- b. Overtime Exempt Position - one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- c. On-call Shifts - work that is assigned outside of regular business hours (8 a.m. to 5:00 p.m., Monday through Friday) and on weekends and holidays. On-call shifts are normally assigned in fifteen (15) hour increments (5:00 p.m. to 8:00 a.m.) or twenty-four (24) hour increments (8:00 a.m. to 7:59 a.m. the following day).
- d. Workday - one of seven (7) consecutive twenty-four (24) hour periods in a workweek.
- e. Workweek - A period that consists of seven (7) consecutive 24-hour periods beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.
- f. Work Schedules - Workweeks and shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- g. Work Shift - The hours an employee is scheduled to work each work day in a workweek.
- h. Overtime - Time that a full-time overtime eligible employee works in excess of forty (40) hours per workweek.
- i. Overtime Rate - One and one-half (1 1/2) times the employee's regular rate of pay.
- j. Work - for overtime purposes includes all hours actually spent performing the duties of the position and travel time required by the employer during normal work hours from one site to another or travel time outside the employee's normal work hours to a different work location. Holiday time,

annual and sick leave, comp time, and other forms of paid time off are not considered time worked for the purposes of calculating overtime pay in accordance with Grant County administrative policy #02-07.

- k. Overtime Computation - Rounded to the nearest one-quarter (1/4) of an hour.

10.2 Regular Shift and/or Work Week:

- a. The Employer will determine, from time to time, the work shifts and/or work weeks which shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday, inclusive. If the Employer determines that the regular work shift and/or work week needs to be changed, then the Employer will provide thirty (30) calendar days of notice prior to the change being effective, except in the event of an emergency, in which case no notice is required. The Employer agrees to discuss the proposed change in regular work shift with the Union prior to implementation, but this discussion shall not constitute an obligation to bargain about the changes or their effects.
- b. Alternate work schedules - Workweeks and work shifts of different numbers of hours may be established for eligible employees by the employer in order to meet business and customer service needs, as long as the alternate work schedule meets federal and state laws. Employees may request alternate work schedules and such requests will be approved by the employer subject to business and customer needs. The employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur.
- c. An overtime eligible employee, including an employee on standby or on-call status, will be compensated for all time worked, other than de minimis time, for receiving or responding to work related calls, unless otherwise provided for in this agreement.

10.3 The employer will determine whether a position is overtime eligible or overtime exempt in accordance with federal and state law.

10.4 Full time overtime eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. A part-time overtime eligible employee will be paid at the regular rate of pay for all

work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a work week.

10.5 Overtime eligible employees:

- a. Regular work schedules - The regular work schedule for overtime eligible employees will not be more than forty (40) hours in a workweek, with starting and ending time as determined by the requirements of the position and the employer. The regular work schedule will include two (2) consecutive days off.
- b. Alternate work schedules - Workweeks and work shifts of different numbers of hours may be established for overtime eligible employees by the employer in order to meet business and customer service needs, as long as the alternate work schedule meets federal and state laws. Employees may request alternate work schedules and such requests will be approved by the employer subject to business and customer needs. The employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur.
- c. An overtime eligible employee, including an employee on standby or on-call status, will be compensated for all time worked, other than de-minimis time, for receiving or responding to work related calls, unless otherwise provided for in this agreement.
- d. The employer shall offer overtime to employees to assist with workload when possible prior to mandating overtime.

10.6 Overtime exempt employees:

- a. Overtime exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired.
- b. The employer determines the products, services, and standards that must be met by overtime exempt employees.
- c. Overtime exempt employees must respond to directions from management to complete work assignments and are required to work specific hours to provide services.

- d. The salary paid to overtime exempt employees is based upon the employee's full-time or part time status, as determined by the position and the employer, and is full compensation for all hours worked except as otherwise provided for in this agreement.
- 10.7 The employer may grant compensatory time in lieu of cash payment for overtime to an overtime eligible employee in accordance with Grant County Administrative Policy Overtime and Comp Time #02.07.
- 10.8 Applies to Initial Services Unit Only: Advance requests for single day changes to an on-call shift.
- a. Overtime exempt employees are scheduled on-call assignments on a month to month basis.
 - b. Overtime exempt employees who desire to change a single day scheduled on-call assignment may submit an on-call schedule change notice at least five business days in advance of the day of the requested change.
 - c. The overtime exempt employee requesting the change must attempt to obtain replacement coverage with another overtime exempt employee bargaining unit member. The two will, in effect, exchange on-call days. The exchange will be noted on the on-call schedule change notice.
 - d. The employer may approve or deny the request to trade shifts.
 - e. If the overtime exempt employee is unable to obtain a replacement from the bargaining unit, the employer may authorize coverage for the scheduled absence from the on-call pool.
- 10.9 Applies to Initial Services Unit Only: Advance requests for multiple day changes to on-call shifts.
- a. Overtime-exempt employees requesting a multiple day absence, usually for vacation leave, must notify the employer at least one month in advance of the event. The employer may approve or deny requests for extended time off depending upon customer and business needs.
 - b. If the request for extended time off is approved, the employer will offer the member's scheduled on-call shifts to overtime exempt bargaining unit employees first. If no overtime exempt bargaining unit employee accepts the assignment(s), the employer will select coverage from the on-call pool.

- c. If there is insufficient coverage from the on-call pool, the employer will assign part or all, depending upon the on-call pool availability, of the on-call shifts to overtime exempt bargaining unit employees.

10.10 Applies to Initial Services Unit Only: Unscheduled on-call shift changes

- a. If an overtime exempt employee who is scheduled to work an on-call shift is absent due to an unscheduled illness or other emergency absence, the employer must offer the shift to another overtime exempt bargaining unit employee first.
- b. If no overtime exempt bargaining unit employee accepts the assignment, the employer will select a replacement from the on-call pool.
- c. If no one in the on-call pool accepts the assignment, the employer will assign the work to an overtime exempt member of the bargaining unit.

10.11 Flex time: The employer will allow employees who are exempt from the federal Fair Labor Standards Act to accrue and use flex time in compliance with the Flex Policy, as outlined in Addendum E.

ARTICLE XI – CLASSIFICATIONS - WAGES

- 11.1 The classifications, band/range, steps and rates of pay shall be as provided in the Grant County Classification and Compensation Plan. Effective January 1, 2017, the applicable and affected wage classifications will be increased by 1.12%, as calculated and determined by the Director of Human Resources. Employees who are eligible to receive a step in accordance with Addendum A of this agreement shall receive one step in the step progression. The administration of the evaluation process shall be carried out consistent with the Classification and Compensation Study as determined by the Board of County Commissioners. Addendum A is a description of the salary and pay plan administration process. Addendum B is the 2017 pay plan as calculated and administered by the Director of Human Resources. This section, Addendum A and Addendum B are not subject to the grievance procedure.
- 11.2 Compensation for part time employment will be pro-rated based on the ratio of hours worked to hours required for full time employment.
- 11.3 In the event a new position is created, the Employer has the right to develop and establish the new position. The classification and wage rate will initially be established by the Employer through the salary evaluation process, and the

Union will be notified of this classification and wage rate. If the Union disagrees with the classification/wage rate, then the parties agree to meet and negotiate only with respect to the classification/wage rate. This section is not subject to the grievance procedure.

11.4 Employees become eligible for longevity pay after serving for a continuous year. After serving the continuous year, each employee will be eligible to receive longevity compensation at the rate of eleven dollars and seventy-two cents (\$11.72) per month per year of service. The maximum any employee is eligible for is twenty (20) years of continuous service. At twenty (20) years, the maximum monthly longevity pay an employee would be eligible for is two hundred thirty-four dollars and forty cents (\$234.40). As an example, if an employee were continuously employed for ten (10) years by Grant County, the employee would be eligible for one hundred seventeen dollars and twenty cents (\$117.20) per month longevity pay.

11.5 Overtime eligible on-call stipends:

Overtime eligible employees who are scheduled an on-call shift will receive \$25 per shift plus overtime for hours worked over forty (40) in a work week.

11.6 Applies to Initial Services Unit Only - Overtime eligible holiday stipends:

Overtime-eligible employees who work an on-call shift on a holiday will receive \$100 stipend plus eight (8) hours of regular pay plus overtime pay for any hours worked on the holiday.

11.7 Applies to Initial Services Unit Only - Overtime exempt on-call stipends:

- a. On-call stipend means a fee paid to individuals in addition to the salary for employment.
- b. Overtime exempt bargaining unit employees who trade shifts are not entitled to any stipend.
- c. Overtime exempt employees who are assigned by the supervisor to cover an unscheduled on-call shift change or who agree to cover multiple day on-call shift changes will receive an on-call stipend in the amount of \$225 for an overnight shift (15 hours) or \$360 for a Saturday or Sunday (24-hour) shift.

- d. Overtime exempt employees who work an on-call shift for a County designated holiday will receive eight hours regular salary plus 8 hours Holiday Pay.

11.8 Bi-Lingual Premium Pay: Addition of a 2% bi-lingual stipend paid to employees holding positions identified and staffed as bi-lingual (Spanish, Cambodian, Chinese, Korean, Laotian, Russian, Somali, or Vietnamese). Employees holding these positions must show evidence of DSHS or Court interpreter certification.

11.9 Licensure Stipend: Masters level clinicians will receive a 2% increase to their base pay if they achieve and maintain their licensure (related to the agency's scope of practice), as required by Washington State Department of Health. The employee will provide documentation of their licensure to Human Resources.

11.10 The parties agree to conduct a market study work group during 2017 with the intent of collaboratively gathering and reviewing information regarding internal and external compensation comparable sources. The results of this work group are non-binding for either party but intended to inform future discussions regarding compensation.

ARTICLE XII – BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area to be used by the Union.

ARTICLE XIII – GENERAL POLICIES GOVERNING LEAVE

13.1 Leave of absence whether with or without pay is not allowed unless authorized in writing.

13.2 Unauthorized leave is treated as absence without pay and may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive working days may constitute separation from the agency.

13.3 Leave with pay may be earned and taken only by regular and probationary employees.

13.4 Except when otherwise authorized by the Employer, the appropriate earned leave with pay whether sick leave or annual leave shall be liquidated before granting leave without pay.

- 13.5 Records of attendance and absence which are kept by the agency will be such as to produce all information necessary to administer these policies and procedures.
- 13.6 Employees who are absent during their assigned hours of duty are paid only for the purposes and to the extent provided in the sections that follow.

ARTICLE XIV – LEAVE WITHOUT PAY

- 14.1 Leave without pay is subject to prior written approval by the Employer.
- 14.2 Leave without pay is charged from the first working day of absence through the last working day of absence.
- 14.3 Leave without pay is deducted from an employee's monthly pay at a daily rate.
- 14.4 Leave without pay may be granted under the following conditions:
- a. Subject to mutual Agreement between the employee and Employer.
 - b. Subject to the work load or service requirements in the agency as determined by the Employer.
 - c. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.
 - d. Extended leaves of absences without pay are subject to review by the Board of Commissioners.
- 14.5. Employees on leave without pay are not entitled to accrue any accrued leave benefits. These employees will be responsible to pay for their portion of health insurance premiums while on leave without pay, if they elect to continue said insurance. Employees shall only be eligible to continue health insurance in accordance with applicable Health Insurance Policies and COBRA.

ARTICLE XV – SICK LEAVE

- 15.1 Sick leave is accrued by employees of Grant Integrated Services at the rate of one (1) working day (eight (8) hours) for each complete month an employee is in pay status.
- 15.2 Accrual: Employees earn a day of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating

employees do not receive leave credits for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Sick leave is accumulative to a total of one hundred twenty (120) working days, after which time, if not taken, shall lapse month by month; that is, an employee at no time can have more than one hundred twenty (120) days sick leave due.

15.3 Use - Sick leave may be taken for any of the following reasons:

- a. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed, or medical or dental appointments for the employee and immediate family members defined in Subsection b below.
- b. Because of illness or death in the immediate family requiring the attendance of the employee (family includes only the following persons related by blood, marriage or legal adoption in the degree of grandparents, parents, wife, husband, brother, sister, child or grandchild, or any relative living in the employee's household). In case of death in the immediate family, three (3) days with pay will be granted. Additional days may be granted for travel at the employee's request. Additional days granted will be deducted from earned sick leave days.
- c. Employees may only use the actual number of days sick leave accumulated and may not be taken in less than 15-minute increments.
- d. Sick leave cannot be claimed for the employees on annual leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required to present a written doctor's certification stating the nature/ extent and length of the illness.
- e. An employee may use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.

15.4 Reporting: Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or the Employer. A doctor's certification of illness may be required of the employee at the time the employee returns to work when absent because of illness or injury. The Employer may make an investigation to satisfy himself that the reason for taking sick leave is bona fide.

- 15.5 All employees on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Employer.
- 15.6 Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 15.7 An employee is charged one (1) day of sick leave for each day of such absence when he/she is scheduled to work.
- 15.8 All accumulated sick leave is canceled automatically when an employee is separated from service but is restored when an employee is reappointed to the same agency or is employed by another office/department within twelve (12) months from the date of separation from service.
- 15.9 Fifty percent (50%) of the accumulated sick leave may be paid as severance pay where severance is made as a result of retirement under Social Security or PERS Retirement at age fifty-five (55) or greater; a twenty-five percent (25%) payment of accumulated sick leave in case of termination by the employee in good standing after ten (10) years of service, a one hundred percent (100%) payment of accumulated sick leave up to one hundred twenty (120) days in case of death. Any payment of unused sick leave will be paid into an MSA VEBA account to be established.
- 15.10 For employees under the PERS I retirement system the following shall prevail over the provision of 15.8 and 15.9 above.

Under the terms of SHB-843 the following shall prevail: In the event of separation due to retirement, an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. An employee will be paid for accumulated sick leave as outlined above, less that accumulated during the highest consecutive twenty-four (24) months of compensation. That sick leave accumulated during the twenty-four (24) months will be a separate bank and the employee may utilize that bank hours for sick leave only and will not receive any compensation for unused hours at date of termination of employment. The provisions of this paragraph shall become effective January 1, 1985.

- 15.11 Employees shall be allowed one paid mental health day in the event of a current client's death and they are the primary assigned clinician.

ARTICLE XVI – ANNUAL LEAVE

- 16.1 Annual leave is allowed to an employee working on a regular full-time monthly basis who has been in the continuous employ of the County six (6) months or more.
- 16.2 Annual leave is earned at the rate of one (1) eight (8) hour working day for each completed month of full-time employment service. No employee shall carry more than thirty (30) working days into the next calendar year.
- 16.3 Annual leave accumulated at the end of six (6) months of service in the agency by full-time employees may be taken in the seventh (7th) month and each month thereafter may be taken in the following month or subsequent month upon the mutual Agreement of the employee and the agency, taking into consideration the seniority of service of the employee.
- 16.4 Vacations may be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during any particular week and subject to the Employer's determination of experience requirements needed for continued service.
- 16.5 The use of annual leave is subject to prior approval by the Employer. Requests for use of annual leave will be responded to, either approved or denied, within ten (10) working days of the request. After the first year of employment all employees shall be required to use a minimum of five (5) days each anniversary year.
- 16.6 An employee is charged one (1) day of annual leave for each day of such absence when he/she is scheduled to work, provided that employees working a six (6) day week will not be charged more than five (5) days annual leave for vacation leave of one (1) calendar week.
- 16.7 Annual leave days are earned by employees whose employment is continuous and satisfactory. These days, comprised of eight (8) hours for each day, are credited to the employees on the anniversary date of such employment as follows:

	<u>Days per month</u>	<u>Days per year</u>
1st year	1	12
2nd year	1.0834	13
3rd year	1.25	15
4th year	1.25	15
5th year	1.4167	17
6th year	1.4167	17
7th year	1.4167	17
8th year	1.4167	17
9th year	1.4167	17
10th year	1.5834	19
11th year	1.5834	19
12th year	1.5834	19
13th year	1.5834	19
14th year	1.5834	19
15th year	1.8334	22

- 16.8 Continuous service is not broken by any period of authorized leave.
- 16.9 Earned annual leave and continuous service credits of any employee are transferable between offices/departments with the County, provided not more than thirty (30) days elapse between employments without specific approval by the hiring agency.
- 16.10 An employee who separates from the service is entitled to payment for a maximum of up to thirty (30) days of accrued annual leave, provided that, in the case of voluntary resignation, adequate notice is given. Two (2) weeks is considered adequate notice.
- 16.11 When an employee separates from the service by reason of resignation, layoff, dismissal, retirement or death, he is paid for up to thirty (30) days unliquidated annual leave.
- 16.12 Once each year each employee may sell back to the Employer up to a maximum of ten (10) days of annual leave. This is conditioned on the requirement that each employee take five (5) days mandatory annual leave each anniversary year. Such sell-back provision shall be submitted at least ten (10) days before the pay period.

ARTICLE XVII – CIVIL LEAVE

An employee shall continue to receive his regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his own time to apply for such fees. Employees will be expected to report for work when less than a normal work day is required by such duties except graveyard employees will not be required to work if not released from jury duty or as a subpoenaed witness prior to 5:00p.m.

ARTICLE XVIII – LICENSURE & EDUCATION

- 18.1 To maintain licensure and/or certification, employees are required to obtain a number of continuing educational units (CEU) each year. Within scheduling and available resources, the employer shall provide opportunities for employees to attend trainings and conferences that help satisfy some or all of required annual CEU's. The employer also provides employees the opportunity for training using its electronic Essential Learning tool.
- 18.2 Travel to, travel from, and attendance at employer-paid training and conferences is considered time worked.
- 18.3 Employees will notify their supervisor if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation, or suspension, or prior to their next scheduled shift, whichever comes first. Employees will be placed on leave without pay until such time as the license and/or certification become current.

ARTICLE XIX – HOLIDAYS

- 19.1 Employees shall be entitled to the following legal holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November

Day After Thanksgiving Day	
Christmas Eve Day	December 24th
Christmas Day	December 25th

See attached Addendum "C" - Grant County Holidays Observed. This addendum is not intended to alter the provisions of this Article. This addendum addresses the dates on which the designated days will be recognized by Grant County.

- 19.2 Employees will be paid at a straight time rate even though they do not work on a County designated holiday.
- 19.3 Overtime-eligible employees will be paid for the hours actually worked on a holiday at the overtime rate plus a stipend for each holiday worked.
- 19.4 Overtime-exempt employees who are scheduled a 24-hour on-call holiday shift will receive a stipend for the 24-hour period beginning 8:00 a.m. on the morning of the holiday through 7:59 a.m. on the day following the holiday. If an overtime-exempt employee who is scheduled the on-call shift for the time preceding the holiday serves a call that extends into the holiday, no additional compensation is provided.
- 19.5 For full-time employees who do not have a Monday-through-Friday work schedule:
 - a. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
 - b. When a holiday falls on an overtime-eligible employee's scheduled day off, the employer will pay the employee their regular salary plus eight (8) hours of holiday pay.
 - c. When a holiday falls on an overtime-exempt employee's scheduled day off, the employer will pay the employee their regular salary plus eight (8) hours of holiday pay.
- 19.6 Holidays occurring at the beginning, during or at the end of a period of annual leave are not charged as annual leave.

ORIGINAL

ARTICLE XX – HEALTH & WELFARE

- 20.1 Medical coverage shall commence on the first day of the month following completion of sixty (60) days of satisfactory performance for regular full-time employees and regular part-time employees.
- 20.2 For employees who separate employment before or on the 15th of the month, their benefits will end at the end of that month. For employees who separate employment on the 16th of the month or another later day that month, their benefits will end at the end of the following month. Eligibility is determined by the Summary Plan Description.
- 20.3 Effective for 2012 the employees will have access to two (2) plans. Either the Core Plan (Option 2) or the Buy-Up Plan (Option 1).

Core Plan (Option 2): Premium Share Contributions effective beginning January 1, 2012:

Employee Only Tier:

Employer Portion	Employee Portion
100%	0%

All Dependent Tiers:

Employer Portion	Employee Portion
85%	15%

Employer will pay toward the Core Plan (Option 2) one hundred percent (100%) of the funding level as established by the Board for the employee-only tier. The Employer will pay eight-five percent (85%) of the funding level as established by the Board for the Core Plan (Option 2) for all dependent tiers, and Employees shall pay fifteen percent (15%) by payroll deduction.

Buy-Up Plan (Option 1): Premium Share Contributions effective beginning January 1, 2012:

Employer and Employee premium share contributions for the Buy-Up Plan (Option 1) are derived from the Employer and Employee premium share contributions of the Core Plan (Option 2) funding levels shown above. The Employer will contribute the equivalent value of the Core Plan (Option 2) premium share toward the Buy-Up Plan (Option 1) premiums. Any amounts

exceeding the Core Plan (Option 2) funding level Employer contribution shall be the sole responsibility of the employees and shall be paid by payroll deduction.

All calculations shall be determined by the Human Resources Director.

- 20.4 If there is a need to further modify coverages, premium structures, benefit levels and/or contribution levels, as determined by the Employer taking into consideration recommendations of the Insurance Committee and Broker of Record, the Employer will provide as much notice as practicable and allow the Union representative the opportunity to bargain regarding said changes. Should the Union representative and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverages, premium structures, benefit levels and/or contribution levels within thirty (30) days after the notice to the Union representative, the Employer shall have the right to modify coverages, premium structures, benefit levels and/or contribution levels.
- 20.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 20.6 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Union and/or the employee so long as the dispute was not as a result of action by the Employer.

ARTICLE XXI – TRAVEL EXPENSES & OTHER CONDITIONS

- 21.1 Any employee required to be away from home overnight in the performance of his or her work shall receive reasonable meal and lodging expense from the Employer.
- 21.2 Travel expenses are reimbursed in accordance with County and/or State policies.
- 21.3 The employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
- 21.4 Travel to, travel from and attendance at agency-required training is considered time worked.

- 21.5 Employees will notify the employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.
- 21.6 It is mutually agreed that the Employer and Union shall work together, individually and collectively, to provide the public with efficient and courteous services and promote a climate of labor relations that will aid in achieving a high level of efficiency in Grant Integrated Services. With this in mind, it is mutually agreed that a Labor/Management Committee consisting of not more than two (2) Union members and designated representatives of the Employer meet on paid time, for the purpose of resolving problems that may arise to promote a cooperative climate of Labor/Management relations. Meetings will be coordinated by both parties and scheduled monthly but may be conducted more or less often by mutual agreement of the parties.

ARTICLE XXII – CASELOADS

The Managers overseeing the therapists and case managers will review the caseloads on a regular basis. If a caseload reached the level where the employee feels overwhelmed or burdened, the employee may request a meeting with the appropriate manager to review the caseload to examine if it is feasible to reduce the caseload.

ARTICLE XXIII – SAVINGS CLAUSE

If any provision of this Agreement is legally invalidated by legislative enactment or competent court decree, the parties will meet and negotiate about such provision. However, the remaining provisions of the contract will remain in full force and effect.

ARTICLE XXIV – ENTIRE AGREEMENT

The terms hereof cover the entire Agreement between the parties and all rights not specifically abridged or limited herein are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no verbal or written agreement between the Employer and the employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE XXV – DURATION

This Agreement shall be effective as of the 1st day of January, 2017, except as otherwise indicated and will remain in full force and effect until December 31, 2017. Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration date.

DATED this 1st day of August, 2017.

BOARD OF COUNTY COMMISSIONERS

TEAMSTERS LOCAL UNION No. 760

By: Cindy Carter
Cindy Carter, Chairperson

By: Leonard J. Crouch
Leonard Crouch, Secretary/Treasurer

By: Richard Stevens
Richard Stevens, Vice Chairperson

7-25-17

By: Tom Taylor
Tom Taylor, Commissioner

ADDENDUM A – SALARY ADMINISTRATION PROCEDURE

A new hire will be placed at the appropriate salary range at step 1 based on the study and subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. An employee will progress to step 2 after 6 months of successful service and, subsequently, to step 3 after another 6 months of successful service. Thereafter, incumbents will progress to next higher steps in *annual* increments until reaching range maximum.

Exceptions:

- New hires may be placed at rates above step 1 in rare instances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials. This may be done subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.
- Present employees promoted into a job with a higher band allocation may be placed at the new salary range step that would result in a "promotional" salary increase subject to prior review and recommendation of the Human Resources Office and subject to prior approval by the Board of County Commissioners. Promotional salary increase means the step in the new salary range which provides the employee with an increase in pay not necessarily the same step as the prior salary range step.
- In rare instances, severe market pressures on specific jobs may be considered for recruitment of candidates in very high demand subject to prior review of the Human Resources Office and subject to prior approval by the Board of County Commissioners. Normally, a new recruit will not be placed in a salary step higher than any present incumbent in the same job class who is performing at a fully competent level except in circumstances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials to the job. This assessment is subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.

Progression Increases:

Incumbents whose salary rate is in a step lower than step 7 and whose performance is entirely satisfactory on a continuing basis as determined by the Elected Official(s) or Office Heads with review by the Human Resources Office, will progress to next higher step at annual salary adjustment time, until their salaries reach step 7.

First Year of Implementation:

Current persons will be paid at the band and step appropriate for their job and years of service in said job in accordance with the study results and subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. In cases where the person's current wage is higher than the appropriate step, such persons will be placed into the step which will result in a pay increase at implementation. Incumbents paid at step 7 at implementation, will remain at this maximum rate of pay until a salary adjustment is made to the Grant County Salary Structure as determined by the Board of County Commissioners. Incumbents with over one year in their job and not paid at step 7 at implementation will progress to each next step after one (1) year of successful service, as set forth in the Progression Increases section above, until step 7 is reached.

Persons with less than one (1) year service will progress through the Grant County Salary Structure in accordance with the old pay plan under which they were hired. For those employees hired prior to implementation of the new salary structure, the Employer will adhere to the old pay plan, even though this may mean that those incumbents will progress through the new salary structure in less than five (5) years. Progression is subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.

Present persons whose current salary rates are higher than the adopted range maximum for their salary band will not receive a *salary* decrease. Their salaries will remain at their present rates until the salary range for their assigned band catches up to their present salary rates. Those persons may be considered for promotion to higher level positions when organizational conditions and an employee's qualifications warrant such allocation subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. [Editorial note: Increases in workloads or changes in the way that work is carried out or performed will not necessarily result in sufficient basis for reclassification.]

ADDENDUM B – 2017 PAY PLAN

Job Title	Band		1	2	3	4	5	6	7
Employment Specialist I	8	H	\$20.30	\$20.91	\$21.52	\$22.12	\$22.72	\$23.31	\$23.89
		P	\$1,624.00	\$1,672.80	\$1,721.60	\$1,769.60	\$1,817.60	\$1,864.80	\$1,911.20
		M	\$3,518.67	\$3,624.40	\$3,730.13	\$3,834.13	\$3,938.13	\$4,040.40	\$4,140.93
Employment Specialist II	9	H	\$21.26	\$21.90	\$22.54	\$23.17	\$23.80	\$24.42	\$25.03
		P	\$1,700.80	\$1,752.00	\$1,803.20	\$1,853.60	\$1,904.00	\$1,953.60	\$2,002.40
		M	\$3,685.07	\$3,796.00	\$3,906.93	\$4,016.13	\$4,125.33	\$4,232.80	\$4,338.53
Employment Specialist III	10	H	\$22.30	\$22.97	\$23.64	\$24.30	\$24.96	\$25.61	\$26.25
		P	\$1,784.00	\$1,837.60	\$1,891.20	\$1,944.00	\$1,996.80	\$2,048.80	\$2,100.00
		M	\$3,865.33	\$3,981.47	\$4,097.60	\$4,212.00	\$4,326.40	\$4,439.07	\$4,550.00
Case Manager	10	H	\$22.30	\$22.97	\$23.64	\$24.30	\$24.96	\$25.61	\$26.25
		P	\$1,784.00	\$1,837.60	\$1,891.20	\$1,944.00	\$1,996.80	\$2,048.80	\$2,100.00
		M	\$3,865.33	\$3,981.47	\$4,097.60	\$4,212.00	\$4,326.40	\$4,439.07	\$4,550.00
Crisis Intervention Specialist	11	H	\$23.42	\$24.12	\$24.82	\$25.51	\$26.20	\$26.88	\$27.55
		P	\$1,873.60	\$1,929.60	\$1,985.60	\$2,040.80	\$2,096.00	\$2,150.40	\$2,204.00
		M	\$4,059.47	\$4,180.80	\$4,302.13	\$4,421.73	\$4,541.33	\$4,659.20	\$4,775.33
Coordinator – WISe Program	11	H	\$23.42	\$24.12	\$24.82	\$25.51	\$26.20	\$26.88	\$27.55
		P	\$1,873.60	\$1,929.60	\$1,985.60	\$2,040.80	\$2,096.00	\$2,150.40	\$2,204.00
		M	\$4,059.47	\$4,180.80	\$4,302.13	\$4,421.73	\$4,541.33	\$4,659.20	\$4,775.33
Initial Services Specialist	13	H	\$25.99	\$26.77	\$27.55	\$28.32	\$29.08	\$29.84	\$30.59
		P	\$2,079.20	\$2,141.60	\$2,204.00	\$2,265.60	\$2,326.40	\$2,387.20	\$2,447.20
		M	\$4,504.93	\$4,640.13	\$4,775.33	\$4,908.80	\$5,040.53	\$5,172.27	\$5,302.27
Assessment Specialist	13	H	\$25.99	\$26.77	\$27.55	\$28.32	\$29.08	\$29.84	\$30.59
		P	\$2,079.20	\$2,141.60	\$2,204.00	\$2,265.60	\$2,326.40	\$2,387.20	\$2,447.20
		M	\$4,504.93	\$4,640.13	\$4,775.33	\$4,908.80	\$5,040.53	\$5,172.27	\$5,302.27
Therapist	13	H	\$25.99	\$26.77	\$27.55	\$28.32	\$29.08	\$29.84	\$30.59
		P	\$2,079.20	\$2,141.60	\$2,204.00	\$2,265.60	\$2,326.40	\$2,387.20	\$2,447.20
		M	\$4,504.93	\$4,640.13	\$4,775.33	\$4,908.80	\$5,040.53	\$5,172.27	\$5,302.27
Therapist – Dual Certification	14	H	\$29.78	\$30.67	\$31.56	\$32.44	\$33.32	\$34.19	\$35.04
		P	\$2,382.40	\$2,453.60	\$2,524.80	\$2,595.20	\$2,665.60	\$2,735.20	\$2,803.20
		M	\$5,161.87	\$5,316.13	\$5,470.40	\$5,622.93	\$5,775.47	\$5,926.27	\$6,073.60
Crisis Response Specialist	14	H	\$29.78	\$30.67	\$31.56	\$32.44	\$33.32	\$34.19	\$35.04
		P	\$2,382.40	\$2,453.60	\$2,524.80	\$2,595.20	\$2,665.60	\$2,735.20	\$2,803.20
		M	\$5,161.87	\$5,316.13	\$5,470.40	\$5,622.93	\$5,775.47	\$5,926.27	\$6,073.60
		H = Hourly	P = Pay Period				M = Monthly		

The steps within the pay plan will continue unless the parties negotiate to discontinue the steps prior to the end of the last year of the CBA.

ORIGINAL

Employees will progress to the next applicable step on the first day of the new pay period following anniversary of the position date (excludes employees at Step 7).

The bands on the attached Pay Plan are those which apply to employees within the bargaining unit. Employees remain in the same band but may be eligible for a step increase subject to the provisions of Addendum A.

COLA and steps, as outlined in this agreement, will be paid retroactivity back to the first day of the first full pay period of January 2017. To be eligible for retroactive pay, an employee must be in an active employment status as of the date this agreement is ratified by both groups. Any employee who has left employment for whatever reason before ratification by the last party shall not be eligible for any pay and step increases. The Human Resources Director shall make the final determination with regard to pay and step increases eligibility.

The payroll processing schedule will change from bi-weekly to twice monthly effective January of 2018.

ADDENDUM C – 2017 GRANT COUNTY HOLIDAYS OBSERVED

2017 Grant County Holidays Observed	
New Year's Day	Monday, January 2
Martin Luther King Jr. Day	Monday, January 16
President's Day	Monday, February 20
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Veteran's Day	Friday, November 10
Thanksgiving Day	Thursday, November 23
Friday After Thanksgiving	Friday, November 24
Christmas Eve Day	Friday, December 22
Christmas Day	Monday, December 25

ADDENDUM D – EMPLOYMENT SPECIALISTS

1. This is a new Addendum D addressing the inclusion of new positions in the existing bargaining unit covered by the Integrated Services collective bargaining agreement (CBA) currently covering a term of January 1, 2014 to December 31, 2016. These new positions and employees are being included as a result of the parties settling a Question Concerning Representation (QCR) assigned case number 128095-E-16 by the Public Employment Relations Commission (PERC).
2. This Addendum shall be effective from the date of signature by the last signing party prospectively only. There shall be no retroactive application of any of the provisions of the CBA to the positions and employees covered by this Addendum D.
3. The affected employees and their corresponding positions are as follows:

Natalie Christopherson	Employment Specialist I
Erika Ritchie	Employment Specialist II
James Beck	Employment Specialist III
4. Employee James Beck is an Employment Specialist III and is not funded by the BEST grant. Therefore, for this specific non-grant funded employee, the layoff provisions addressing seniority in the CBA will be applicable to only this employee.
5. Certain articles and sections of the current CBA will need to be modified as they apply to the newly included Employment Specialist positions. The Grant Integrated Services is currently restructuring its organization as a result of the elimination of the Executive Director position. Upon conclusion of the restructuring, the Board and HR Director will provide notification to the Union and affected employees. This restructuring will affect all of the provisions in the current CBA as well as the provisions of this Addendum D. Although the parties have reasonably tried to address the impacted articles and sections, the parties recognize that there may be other articles and sections of the current CBA unidentified in this Addendum at this time which impact the working conditions of the newly included positions and affected employees. To the extent that either party identifies other articles and sections impacted, the parties agree to provide written notification to the other party and a reasonable opportunity to negotiate about the effects. If the parties don't reach agreement then the parties agree to use the PERC resolution process through Mediation.

6. The parties agree that at this time subject to the provisions of section 5 above, they have identified the following articles and sections of the current CBA collective bargaining agreement which need revision as they relate to the new positions and affected employees identified above as follows:

ARTICLE 1 – RECOGNITION

The parties agree this article and its provisions will need to be revised to reflect the new positions of Employment Specialist I, Employment Specialist II and Employment Specialist III as well as a reference to this Addendum D.

ARTICLE 7 – SENIORITY

The parties agree that with regard to sections 7 .1, 7. 3 and 7.4 pertaining to seniority and addressing layoffs, these provisions shall not apply to the Employment Specialist positions which are grant funded. These sections will apply to the non Best grant funded positions. There is currently a BEST grant that is limited to a five (5) year term which funds two of the three positions. However, there is neither an obligation nor a guarantee that Grant Integrated Services will be authorized and/ or interested in participating in the BEST grant funding for all five (5) years. Grant County reserves the right to cease this grant funded activity if the Board of County Commissioners determines eliminating such grant funded positions is in the best interests of the County and its operations. If the grants are eliminated or if the Employer chooses not to continue with the grant funding and therefore the granted funded positions are eliminate, those positions which are grant funded will be laid off without regard to the provisions of sections 7 .1, 7.3 and 7.4. Section 7.1 defines seniority. Section 7 .3 addresses qualifications and seniority as factors in a layoff. Section 7.4 addresses when seniority terminates as relates to a layoff. Grant funded positions shall not be eligible to be placed on a recall list.

ARTICLE 8 – DISCIPLINE

The parties agree that for purposes of discipline, the chain of disciplinary authority for Employment Specialists is the Employment Connections Coordinator then the Care Coordination Manager/ Community Support Specialist unit manager then the Clinical Director. However, all disciplinary action shall be coordinated with the Human Resources (HR) Director when following the provisions of the discipline and any other CBA interpretation questions. Formal discipline must be addressed by the first non-union level supervisor then progress upwards coordinated with HR and the Director of the Department. Please note, the Grant Integrated Services is currently restructuring its organization as a result of the elimination of the Executive Director position. Upon conclusion of the restructuring, the Board and HR Director will provide notification to the Union and affected employees. This restructuring will affect all of the provisions in the current CBA as well as the provisions of this Addendum D.

ARTICLE 9 - GRIEVANCE PROCEDURE

The parties agree that the grievance procedures must start by being addressed by the first non-union level supervisor coordinated with HR Director and if the grievance progresses then to the Program Director then the as of yet to be determined based on restructuring mentioned above then step 3 arbitration.

ARTICLE 10 - HOURS OF WORK & OVERTIME

The parties agree that the provisions in Article 10 regarding hours of work and overtime must be administered differently for the newly included positions listed above because of the difference in work schedules and type of work. For example, Employment Specialists work directly with employers and the clients but the other employees in the existing bargaining unit work with the client and their natural supports. Another example is that the Community Support Specialist currently works Monday-Friday 8 am - 5 pm. The newly included Employment Specialist positions require a more flexible schedule based on the client/ employer's needs and job coaching activities. Thus, the employer will require more flexible scheduling for the Employment Specialist positions and will not follow the standard scheduling provisions contained in the current CBA.

ARTICLE 11 - CLASSIFICATIONS – WAGES

The parties agree that the current wages of the Employment Specialist positions will be added the Grant County Classification and Compensation Plan. These pay provisions will be determined by the Board of County Commissioners and calculated as well as determined by the Director of Human Resources. Addendum A and B will need to be addressed by the Director of Human Resources to update for the newly included Employment Specialist positions Addendum A into the salary and pay plan administration process. Although Addendum B is the 2013 pay plan as calculated and administered by the Director of Human Resources, it does not apply to the Employment Specialist classifications. There shall be no retroactive wage changes for the newly included Employment Specialist positions.

ARTICLE 18 - LICENSURE & EDUCATION

The parties agree that the provisions of this article, to the extent relevant and applicable, will apply to the Employment Specialist positions.

ADDENDUM A - SALARY AND PAY PLAN ADMINISTRATION PROCESS

This addendum will be applicable prospectively to the newly included Employment Specialist positions as determined by the Director of Human Resources.

ADDENDUM B - Salary Schedule

The Director of Human Resources will draft an updated Addendum B - Salary Schedule applicable to the Employment Specialist positions which will be effective prospectively. There will be no retroactive adjustments to the applicable salary schedule.

ADDENDUM E – FLEX POLICY

Purpose: The objective of this policy is to establish minimum standards for the administration of exempt flex time for Grant Integrated Service employees not subject to the overtime provisions of the FLSA.

Definitions: As used in this sub-chapter, the following definitions apply:

Exempt flex time: means time accrued on an hour-for-hour basis in a paid work status in excess of 40 hours in a workweek, except as outlined in (1), below. Accrued time may be taken as approved time off at a later date.

A. For exempt employees who are hired on a part-time basis, flex time accrual is pro-rated according to the employee's position. For example:

- a) A 0.25 FTE will accrue flex time for hours worked over 10 in a workweek;
- b) A 0.50 FTE employee will accrue flex time for hours worked over 20 in a workweek; and
- c) A 0.75 FTE will accrue flex time for hours worked over 30 in a workweek.

Exempt employee: means an employee who is not subject to the minimum wage and overtime pay provisions of the federal FLSA and its regulations.

Stipend: means payment to individuals working on-call that is in addition to the individual's regular salary received for employment.

Policy: Grant Integrated Services allows employees who are exempt from the federal Fair Labor Standards Act of 1938 (FLSA, Title 29, U.S.C. Chapter 8, sections 201-219, as amended) to accrue and use flex time in compliance with this policy. State and federal law do not require the agency to make the accrual or use of flex time available to exempt employees. Exempt flex time is not intended to provide any compensation in addition to the salaries established by Grant County. Rather it is a means of providing greater flexibility in scheduling time for exempt, salaried employees.

Nothing in this policy guarantees that an exempt employee will be allowed to work hours which result in the accrual or use of exempt flex time. Each request to work

such hours shall be approved or disapproved by the exempt employee's direct supervisor in compliance with this policy.

Procedures:

A. Administration of Exempt Flex Time:

- a) All hours in a paid work status shall be counted as hours worked for purposes of calculating exempt flex time earned. Absent time in a pay status, including holidays, paid leaves, partial days of absence under Grant County Policy Memo 03-06 and exempt flex time is not counted as hours worked.
- b) Exempt employees in an on-call status do not accrue flex time unless the employee is called in and is in a paid work status that results in an excess of 40 hours in the workweek.
- c) Hours worked in excess of 40 in a workweek shall be reported on a time and attendance form, as prescribed by the agency, to be accrued as exempt flex time.
- d) Exempt employees may accrue a balance of no more than 40 hours of flex time.
- e) Exempt flex time shall be earned and recorded in no less than one-half hour increments.
- f) The exempt employee will report actual time worked and flex time taken to equal the number of hours of the employee's normal work day.
- g) For a full day of absence, the exempt employee may use either accrued flex time or accrued leave.
- h) The Grant Integrated Services Finance Department will maintain a log of accrued and taken exempt flex time for each exempt employee.

B. Exempt Employees and Exempt Flex Time:

- a) An exempt employee must obtain approval from his or her supervisor, in advance whenever possible; to work hours which may result in an accrual of exempt flex time.
- b) The employee's supervisor determines whether hours worked by an exempt employee that exceed 40 in a workweek will be accrued as exempt

flex time under these rules. The supervisor may approve or deny the accrual of exempt flex time either before or after the hours are worked.

- c) The employee's supervisor decides whether hours in excess of 40 hours in a workweek, which an exempt employee spends traveling or attending conferences, lectures, meetings, education, or training should be credited as exempt flex time under these rules.
- d) Accrued exempt flex time may be taken off by the employee at a mutually agreeable later date during the employee's regular working hours, if the use of the flex time does not unduly disrupt the operations of the agency. Where the interest of the agency requires the employee's attendance, the agency's interest overrides the employee's interest to take flex time off. The agency may require an exempt employee to take accrued flex time off during any workweek. The agency may adjust the work schedule of an exempt employee within the workweek to avoid the accrual of flex time.
- e) The agency may require an exempt employee to take accrued flex time off during any workweek.
- f) There is no lump sum cash compensation for accrued exempt flex time at the date of termination.

C. Exemptions from flex time accrual:

An exempt employee may not receive both flex time accrual and an on-call stipend for the same period of time.