# WORKING AGREEMENT

By and Between

GRANT COUNTY

and

GRANT COUNTY PUBLIC EMPLOYEES' ASSOCIATION

COURTHOUSE

JANUARY 1, 2012

to

DECEMBER 31, 2014

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## PREAMBLE

This Agreement entered into by and between the Grant County Public Employees' Association, hereinafter referred to as the "Association", and the Board of Commissioners, Assessor, Auditor, Clerk, Building Department-Fire Marshall, Treasurer, Planning Departments and County Extension Office, all of Grant County, Washington, hereinafter referred to as the "Employer," has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## PRODUCTIVITY

It is mutually agreed that the Employer and the Association shall work together individually and collectively to meet the production requirements of these departments, 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 these departments of County government.

## ARTICLE I - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for regular full-time and regular part-time employees of the Assessor, Auditor, Clerk, Building Department/Fire Marshall, Treasurer, Planning Department, County Extension Office, Switch Board, Mail Room, Maintenance and Communications. Excluded from the Bargaining Unit are elected officials, department heads, Chief Deputy Auditor, Chief Deputy Clerk, Chief Deputy Treasurer, Chief Deputy Assessor, Chief Appraiser, Commissioners, Administrative Assistants in each department, the Accounting department and all other employees in the County.

## ARTICLE II- ASSOCIATION MEMBERSHIP DUES CHECKOFF

Effective January 1, 2004, any employees who are currently members of the Association and paying dues will continue to have that obligation subject to the window for opting out provided for below. Effective January 1, 2004, those employees who are not currently members and not paying dues will be grandfathered out and will not have any obligation to join the Association and to pay Association dues. If any of these grandfathered-out employees elect during 2004 and 2005 to join and pay dues then they will be obligated to pay dues until the window for opting out provided for below. Effective January 1, 2004 and for 2005, new hires will be obligated to join the

Association and pay Association dues. All employees who are members and paying dues will have the opportunity to discontinue membership and discontinue dues payments by providing written notification to the Association and the Employer between December 1, 2005, and December 31, 2005. Those employees who are members and paying dues who do not present written notification of opting out during the above window will be obligated to continue as members and pay dues for the term of the agreement.

The Employer agrees to deduct the Association membership initiation fees, and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, the dues to be remitted to the Association Office.

## ARTICLE III - DEFINITIONS

The following definitions apply throughout the Contract unless the context clearly indicates another meaning:

3.1 Regular Employee: An employee who has successfully completed a probationary period of six (6) months of continuous employment with the Employer within the same department and has had no breaks in service.

3.2 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.

3.3 Part-time Employee: A part-time employee is one who is employed in a budgeted position and is regularly scheduled and works less than forty (40) hours per week but more than twenty (20) hours per week. Part-time employees are paid on a pro rated basis at the rate of the applicable classification. Part-time employees are eligible to earn and accrue annual leave and sick leave on a pro rated basis. Part-time employees are eligible for pro rated holiday pay. The Employer will pay the premium for health insurance benefits for employee only. Employees who wish to insure their dependents will pay the premiums for the dependent insurance through payroll deduction. Employees must work a minimum of eighty (80) or more hours per month to maintain their eligibility for health insurance benefits.

3.4 Temporary or Seasonal Employee: Any employee other than those defined in Sections 3.1, 3.3 and 3.4. The purpose of such employees is to provide assistance to complete seasonal temporary projects, assist in peak workloads and other temporary/seasonal work needs of the Employer. Temporary or seasonal employees shall be paid on an hourly basis only and shall not receive any benefits except as they may be applicable under Washington State Department of Retirement Systems rules for retirement contributions.

3.5 Definitions:

a. "ANNIVERSARY DATE" means the original date of hire for regular full-time employees as adjusted by leave without pay in excess of ninety (90) days or a break in service. Anniversary date is also subject to compliance with Sections 3.1 and 3.2 above.

b. "CALL TIME" means two (2) hours minimum at the rate of time and one-half (1.5) for those situations in which an employee is instructed to return to work.

c. "DISCHARGE" means the termination of employment.

d. "FULL-TIME EMPLOYMENT" means regularly scheduled employment on an average of forty (40) hours per week.

e. "HOLIDAYS" means paid non-work days for County employees as specified in the Holiday Article.

f. "OVERTIME" means work previously authorized by the elected official or department head and performed in excess of the scheduled work day or in excess of forty (40) hours in a work week, except with respect to the Clerk's offices wherein the daily overtime threshold shall be in excess of ten (10) hours and the Clerk has the right to revise the work week at the end of the week to provide for a maximum of forty (40) hours worked.

g. "POSITION" is a description of duties and responsibilities assigned to an employee. A position may be filled or vacant as determined by the Board, elected official or department head. Said position may be full-time, part-time, temporary or seasonal.

h. "DEPARTMENT HEAD" means elected official and/or appointed department head.

## ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Association shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, veteran status, mental, physical or sensory handicap, 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 Association 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 is not limited to the following:

5.1 The right to establish and institute any and all work rules and procedures, whether written or oral, upon reasonable notice to Bargaining Unit members. The Employer has the right to develop and adopt as well as administer written or oral personnel rules and policies which cover matters not specifically described in this agreement. Further, the Employer has the right to make oral or written changes and/or modifications to oral or written personnel rules and policies. An employee shall abide by said changes. Personnel rules and policies which are oral in nature will be based on past practices and oral communications between the Employer and the employees. Written personnel rules and policies will be posted and provided to affected employees.

5.2 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.

5.3 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.

5.4 The right to discipline any and all employees as provided in the disciplinary Article of this Agreement.

5.5 The right to make any and all determinations as to the size and composition of the work force.

5.6 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.

5.7 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 an 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. The Employer will take into consideration the safety of the employees.

5.8 The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.

5.9 The Employer has the right to assign employees in accordance with the provisions of this Agreement.

5.10 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.

5.11 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 Association and shall provide the Association 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 Association will contain a proposed date for negotiation of the change with the Association as well as the anticipated date for implementation of the Employer's change to past practice.

5.12 Furlough: The Employer reserves the right to implement up to ten (10) furlough days per year. Furlough days are days off without pay with the commensurate revised compensation in any month when a furlough day is administered. If the Employer determines to implement furlough days, the Employer will provide the Union thirty (30) calendar days' written notification. The written notification will advise the Union that if they wish, they can bargain about the effects of the

decision to implement furlough days. The window for negotiations about the effects of the furlough will be no more than sixty (60) calendar days from the date of the Employer's written notification to the Union. If the parties have not reached agreement regarding the effects during they sixty (60) calendar day window then the Employer has the right to implement the furlough days. If the parties reach agreement within the sixty (60) calendar day window then the furlough will be implemented according to the agreement between the parties.

## ARTICLE VI - STRIKES AND LOCKOUTS

6.1 Neither the Association 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 Association from obtaining judicial restraint and damages in the event of a violation of this Agreement.

## ARTICLE VII - JOB POSTING

7.1 If a position becomes available in a department, the position will be posted within the applicable department and on the main bulletin board of the Courthouse for a period of five (5) working days except in the event of an emergency. In the event of an emergency, the department head has the right to fill said position immediately without any job posting. After the emergency is over, the department head will post for the position in accordance with the provisions of this Article. In normal circumstances, employees within the applicable department in which the position vacancy occurs will be provided first consideration for the position if they are qualified as determined by the department head. If the department head determines there are no qualified employees within the department then employees in other County departments will be provided an opportunity to fill the vacant position subject to the department head's determination as to the qualifications of those employees. If the department head determines that it is in the best interests of the particular department to advertise and seek applicants from outside current County

employees, the Employer has the right to advertise and seek outside applications along with current County employee applications without any obligation to provide preference and/or first consideration to existing County employees within the department and/or outside the affected department. The department head shall have the right to determine which applicant is the best qualified for the position regardless of whether the applicant is a current County employee or outside of current County employment.

7.2 The provisions of this Article do not apply to promotional positions such as supervisory positions.

## ARTICLE VIII - SENIORITY

8.1 Seniority shall mean an employee's continuous length of service from the most recent date of hire. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited from the most recent date of hire.

8.2 A probationary period of six (6) months shall be required for all new full-time employees. Part-time employees shall serve a probationary period of one thousand (1,000) hours of continuous employment with the Employer. During the probationary period, employees may be terminated/discharged without cause and without notice at the discretion of the department head.

Employees who are promoted will serve a work performance probationary period of up to three (3) months. If at the end of the work performance probationary period the promoted employee either chooses to return to his/her former position or is informed by the Employer that he/she did not satisfactorily complete his/her trial service period, he/she shall be returned to his/her former position. If the return is based on the Employer's decision, it can be implemented based on no cause and said employee shall have no recourse whatsoever.

8.3 Seniority shall terminate if an employee is discharged/terminated, resigns, retires, is laid off for a period greater than six (6) consecutive months and/or is on an unexcused absence of three (3) or more days in duration.

8.4 Subject to the provisions of Article VII, seniority will be considered along with qualifications when positions are vacated and the department head determines that said vacancy should be filled or when new positions are created.

8.5 Employees shall have been employed for a continuous period of six (6) months as a probationary employee before they become regular employees entitled to seniority rights. Further, the parties may by mutual written agreement extend the probationary period for up to an additional three (3) months.

8.6 If and when the Board of County Commissioners and/or department head determines it is necessary to lay off an employee or employees within a department, the last employee hired in the affected job classification within the department will be the first laid off within said department. This person will be placed on a recall list and will be eligible to be rehired for a period of six (6) months from the date of the layoff providing said person is qualified for the position as determined by the department head.

8.7 Seniority will be maintained during leaves of absence provided the leave does not exceed ninety (90) days. Thereafter, seniority will be adjusted day for day.

8.8 A seniority list will be posted and a copy provided to the Association once per year only if requested and only if new employees are added.

## ARTICLE IX - DISCIPLINE

9.1 The Employer 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, Department Heads or Elected Officials;

f. Conviction, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge which the Department Head or Elected Official believes would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the department;

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 Department directives, work rules, regulations, policies and procedures;

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 in accordance with the Drug and Alcohol Policy;

n. Violation of the Drug and Alcohol Policy;

o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Elected Official or Department Head or their designee;

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 Elected Official or Department Head or their designee;

q. Failure to timely complete tasks as assigned by the Elected Official or Department Head;

r. Dishonesty;

s. Any other just causes as determined, from time to time, by the Elected Official or Department Head based on office procedure changes determined by the Elected Official or Department Head;

t. Any other just causes supported and consistent with case law and/or arbitration cases.

9.2 The Employer may discipline any employee for just cause. If the County 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. Oral reprimand;

b. Written reprimand;

c. Suspension without pay;

d. Termination.

The discipline imposed shall be in relationship to the seriousness of the offense as determined by the Elected Official or Department Head or their designee. The Employer may 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.

9.3 The Employer may suspend without pay or terminate an employee only for just cause. In the event the Employer determines that an employee may be suspended without pay or terminated due to charges and/or alleged misconduct(s) then the Employer will notify the employee and Association 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 Association 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 suspension without pay or termination.

9.4 When the Elected Official or Department Head or their designee determines that circumstances are such that retention of the employee will likely result in disruption of Courthouse's work, damage to or loss of County property or be injurious to the fellow employees, then the Employer may immediately suspend with pay the employee pending the outcome of an investigation.

9.5 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 Association representative. No meeting with the Association and/or employee is necessary for these types of discipline.

9.6 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 written reprimands and more severe discipline will be mailed to the Association except if the employee objects to the Employer sending out discipline information.

9.7 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, except if the misconduct or violation(s) relates to harassment, safety issues, potential liability to the Employer and/or suspensions without pay and/or discharges wherein the written reprimands were part of progressive discipline. 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.

9.8 References, written facts and all documentation involving written reprimands as provided above, suspensions without pay and/or termination shall remain permanently in an employee's personnel file.

9.9 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Department or County funded organization.

9.10 Time lines may be extended by mutual agreement.

9.11 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee 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. It an employee's driver's license is revoked, then the employee shall be immediately discharged.

9.12 In accordance with provision 9.2 above, dishonesty in any form is considered serious misconduct and any employee proven to have been dishonest may be disciplined at a minimum suspension without pay up to and including termination of employment. Due to the seriousness of dishonesty, a first offense of dishonesty may result in termination of employment.

## ARTICLE X - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a question involving the interpretation, application or alleged violation of a specific provision of this Agreement.

10.2 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 agreement of the parties to the grievance.

10.3 Filing of Grievance: If the Association and/or employee believes there may be a grievance regarding specific provisions of this Agreement, then the Association must file said 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 time. Failure to pursue a grievance to the next step of the grievance procedure results in the last response being the final and binding conclusion of the grievance. To be a valid grievance, the grievance must set forth the facts, the specific section(s) of the contract which were allegedly violated and the specific remedy requested.

10.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee has the option of being accompanied by his/her Association representative if he/she feels that it is necessary. The immediate supervisor shall respond within three (3) working days of the meeting. If the immediate supervisory does not respond within three (3) working days or if the response is not satisfactory, then the Association may initiate a formal grievance in accordance with the provisions set forth herein below.

10.5 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 Association to the

Association President within thirty (30) calendar days of the occurrence. Thereafter, the Association President shall respond in writing to the Employer within thirty (30) calendar days from the receipt of the grievance or refer the matter to arbitration. If the Employer is not satisfied with the response of the Association President, the matter will be elevated to arbitration in accordance with the procedure contained in this article.

10.6 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's department head within thirty (30) calendar days from its occurrence. The department head 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, the grievance in written form, shall be presented to the Board of County Commissioners. The Board of County Commissioners has the option of holding a hearing within a reasonable period of time, issuing a written decision without a hearing within thirty (30) calendar days of submission or referring the matter to arbitration. If a hearing is held, the Elected Official/Department Head will be represented and the employee will be represented by an official of the Association. If a hearing is held, the Board shall issue a written decision within thirty (30) calendar days from the date of the grievance hearing.

Step 3:

a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2 above, either the Association, the elected official/department head or the Board of County Commissioners may refer the unsettled grievance 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. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.

c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to

arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of seven (7) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of seven (7) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

d. Decision - Time Limit: The Arbitrator will conduct the arbitration hearing within a reasonable time from the date of selection. The arbitrator shall issue a final decision within thirty (30) calendar days from the date of the hearing or receipt of the parties' briefs, if applicable.

e. Limitations - Scope - Power of Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

(ii) The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the 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.

f. Arbitration Award - Damages - Expenses:

(i) The arbitrator shall not have the authority to award punitive damages.

(ii) Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the fees and expenses of their own attorneys,

representatives, witnesses and other costs associated with the presentation of their case.

## ARTICLE XI – HOURS OF WORK

11.1 Regular Shift and/or Work Week: The Employer will determine, from time to time, the work shifts and/or work weeks which shall normally consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Saturday, inclusive. Any previously authorized time worked in excess of the scheduled work day or in excess of forty (40) hours in a work week will be considered overtime and will be compensated at the time and one-half (1.5) rate, except with respect to the Clerk's offices, which are provided for in Section 11.8 below. Time worked for overtime threshold purposes shall not include sick leave, annual leave or any other Employer time when the employee is not actually working. If the Employer determines that the regular work shift and/or work week needs to be changed, then the Employer will provide two (2) work weeks of notice prior to the change being effective, except in the event of an emergency, in which case no notice is required, and except as provided for in Section 11.8 below. The Employer agrees to discuss the proposed change in regular work shift with the Association prior to implementation, but this discussion shall not constitute an obligation to bargain about the changes or their effects.

11.2 Call-Back: Employees called back to work after they have left the work premises will receive a minimum of two (2) hours pay at the time and one-half (1.5) rate; provided, however, only time actually worked shall count toward the overtime threshold.

11.3 Rest Periods: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift whenever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

11.4 The Employer may implement a work week consisting of four (4) ten (10) hour days inclusive of the period of Monday through Saturday provided at least two (2) work weeks notice is provided to affected employees except in the event of an emergency and except for the Clerk's offices as provided in Section 11.8 below. No notice is required in the case of an emergency. The Employer agrees to discuss the proposed change in regular work week with the Association prior to

implementation but this discussion shall not constitute an obligation to bargain about the changes or their effects.

11.5 Standby Time: If the Employer provides specific prior written authorization for an employee to be on standby status, said employee will receive compensation at one-half (1/2) the employee's regular hourly rate for each hour said employee is specifically required to be on standby. No standby time shall count toward the overtime threshold. Standby time is that period of time wherein an employee is required to be at a specific location for a specific period of time ready to respond in a sober and ready condition. The employee's activities, in this status, are restricted.

11.6 On-Call: On-call time shall not be compensated time. It is that time when the Employer/department head requests that an employee keep said department head informed of the employee's whereabouts during specified period of time inclusive of the method of communication with the employee (telephone, etc.). If the employee is not available, said employee is required to notify the department head or supervisor of such unavailability. In that event, the department head/supervisor will look elsewhere for assistance. On-call status involves no restriction on employee activity levels.

11.7 An employee may, at the employee's election, elect to receive compensatory time off in lieu of overtime subject to prior approval by the Employer. Compensatory time off will be in lieu of overtime pay at the rate of one and one-half (1.5) times. Employees will be required to request the use of compensatory time in accordance with the procedure for requesting/scheduling annual leave. Employees shall have up to ninety (90) days from the date of accrual to use up the compensatory time. In no event will an employee's compensatory time accumulation exceed forty (40) hours.

11.8 Clerk's Offices Work Hour Provisions: The Clerk has the right to assign employees to work up to ten (10) hours per day with the daily overtime threshold being ten (10) hours. The Clerk has the right to adjust the work hours at the end of the week to provide for a maximum of forty (40) hours worked if forty (40) hours is all the Clerk determines is necessary to provide services with respect to a particular employee or group of employees in the Clerk's offices. Adjustment of the work hours to ten (10) hours in a work day is not subject to the change of work schedules notification criteria set forth in Sections 11.1 and 11.4, and any other notice provisions which would impede the Clerk's ability to have an employee work ten (10) hours in a work day instead of eight (8) hours. These same notice requirements do not apply to the Clerk's right to change the work hours at the end of the week to provide for a maximum of forty (40) hours worked in a work week. Employees will be assigned, as determined by the

Clerk, to fixed/permanent work assignments. The Clerk has the right to change fixed/permanent work assignments based on his determination of the priorities in work assignments.

## ARTICLE XII - JOB CLASSIFICATIONS AND WAGES

12.1 The classifications, band/range, steps and rates of pay shall be as provided in the 2002 Classification and Compensation Study. 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 2013 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. Effective January 1, 2013, Due to the budget constraints on the County, all steps shall be frozen.

12.2 Effective January 1, 2013, the applicable and affected 2012 wage classifications will be increased by three and one quarter percent (3.25%) as determined by the Board of County Commissioners and as calculated and determined by the Director of Human Resources.

12.3 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 Association will be notified of this wage rate. If the Association 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.

12.4 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.

## ARTICLE XIII - 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 Association.

## ARTICLE XIV - ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

14.1 The Employer may permit Association representatives to carry out limited functions subject to prior approval by the Employer/department head. A request for such time must be submitted prior to the anticipated function and is subject to the determination of the Employer/department head.

14.2 The Employer/department head may permit an accredited representative of the Association to have access to Employer premises during working hours for Association business subject to the determination of the Employer/department head with respect to whether such access would in any way interfere and/or hamper work, services, efficiency and/or productivity.

## ARTICLE XV - SICK LEAVE

15.1 Leave with pay allowed employees working on a regular monthly basis who are absent from work for any of the following reasons:

a. Because of and during illness or injury incapacitating the employee to perform his/her duties.

b. By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public.

c. 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).

d. Bereavement Leave: In case of death in the immediate family, up to twenty four (24) hours with pay will be granted. Additional hours may be granted for travel at the Employee's request. Additional hours granted will be deducted from earned sick leave hours.

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.

15.2 Sickness shall be reported to the immediate supervisor at the beginning of any period of such leave. Upon return to work an employee submits a formal request for approval of leave so taken. A medical certificate may be required for absence in excess of three (3) consecutive days.

15.3 Sick leave is accrued at the rate of eight (8) hours for each completed month of service and is accumulated up to a total of nine hundred sixty (960) hours, after which time it lapses month by month. Sick leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue sick leave.

An employee accrues eight (8) hours during the initial month of employment if the employee is placed on the payroll on or before the fifteenth (15th) of the month and actually works continuously through the end of the month. An employee terminating the employment relationship with Grant County accrues no sick leave time during the month of termination unless the individual is in pay status through the fifteenth (15th) of the month of termination.

15.4 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 department or is employed by another department within twelve (12) months from the date of separation from service.

15.5 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, 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 nine hundred and sixty (960) hours in case of death. All of these provisions are subject to the application of Section 15.6 below.

15.6 For employees under the PERS I retirement system, the following provisions shall be applicable instead of the provisions contained in Section 15.5. This provision was effective as of January 1, 1985.

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 of hours for sick leave only and will not receive any compensation of unused hours at date of termination of employment.

## ARTICLE XVI - MILITARY LEAVE

An employee who is a member of the National Guard or Reserves of the United States and who is ordered to active military duty for training purposes shall be granted military leave of absence with pay for a period not to exceed fifteen (15) working days each calendar year. Any days taken beyond fifteen (15) work days must be charged as annual leave. During the time he/she is on such leave, the employee shall receive his/her regular pay, plus the amount of his/her military pay.

Regardless of his/her status, any employee who voluntarily or upon demand leaves a position other than temporary to enter active duty in the armed forces of the United States or the Washington National Guard shall be placed on military leave without pay and shall be entitled to be restored to his/her former position, or one of like seniority, status and pay provided he/she applies for re-employment within ninety (90) days of his/her discharge or separation, and presents proof of honorable discharge or separation.

## ARTICLE XVII- CIVIL LEAVE / JURY LEAVE

17.1 A department head shall allow any necessary leave to permit an employee to serve on a jury. When such leave is granted, compensation is paid by the department for the time absent only in the amount which exceeds the compensation received for the approved jury leave not to exceed a normal day's pay.

17.2 A department head may allow employees to attend meetings (other than official departmental meetings) which are of direct concern to the department. Attendance is subject to prior approval by the department head based on the department head's analysis and determination of staffing requirements. Time allowed for such leave and provision for expenses are at the discretion of the department head.

## ARTICLE XVIII - FAMILY & MEDICAL LEAVE

Up to twelve (12) weeks (paid or unpaid) may be granted per twelve (12) month period for qualifying circumstances as determined by the Employer consistent with Federal and State laws. Twelve (12) month period means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. This shall be administered by the Employer. Employees are required to exhaust all accrued paid leave (*i.e.,* vacation, sick leave, compensatory time, etc.) before becoming eligible for an unpaid leave of absence for family leave purposes. When possible or foreseeable, requests for family and/or medical leave shall be submitted to the Employer a minimum of thirty (30) days prior to the date the leave is expected to commence. Violations of this provision shall be subject to the disciplinary process unless circumstances warranted a lesser notice.

## ARTICLE XIX - EDUCATION LEAVE

At the discretion of the Employer, employees may be granted leave of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The total cost including books, tuition, transportation, and other authorized expenses shall be provided by the Employer.

## ARTICLE XX - ANNUAL LEAVE

20.1 Annual leave with full pay is allowed to an employee working on a regular full-time or part-time monthly basis who has been in the continuous employ of the County six (6) months. Such leave is in addition to holidays.

20.2 Annual leave may be accumulated to a total of two hundred (200) hours above the current year's accrual; provided, however, all unused annual leave in excess of two hundred (200) hours as of December 31 of any year shall lapse. Annual

leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue annual leave.

20.3 Annual leave accumulated at the end of six (6) months of service in a department by full-time employees may be taken in the following month or subsequent month upon the mutual agreement of the employee and the department, taking into consideration the seniority of service of the employee.

Upon completion of the probationary period, an employee's leave record will be credited with the appropriate annual leave. If the employee does not successfully complete the probationary period, annual leave is not earned and not payable.

20.4 Annual leave is to be taken when it will least interfere with the work of the department as determined by the head of the department. Annual leave may be used for sick leave at the employee's discretion.

20.5 Annual leave days are earned by employees whose employment is continuous and satisfactory. These days comprised of eight (8) hours for each are credited to the employee on the employee's anniversary date as follows:

| YEAR | DAYS PER MONTH | DAYS PER YEAR |
|---|---|---|
| 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 |
| 7thyear | 1.4167 | 17 |
| 8thd 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 |

20.6 Leave without pay may be granted under the following conditions:

a. Subject to mutual agreement between the employee and department head.

b. Subject to the work load or service requirements in the department as determined by the department head.

c. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.

d. All leaves without pay are subject to review by the Board of Commissioners.

e. Employees on leave without pay are not entitled to accrue any benefits, seniority and/or time in service rewards. These employees will be responsible to pay for their own insurance benefits while on leave without pay if they elect to continue said insurance.

## ARTICLE XXI - HOLIDAYS

21.1 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 4th |
| Labor Day | First Monday in September |
| Veterans Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving Day | |
| Christmas Day` | December 25th |

The eleventh holiday shall be taken in accordance with the attached Addendum "C" – Grant County Holidays Observed 2013 – 2015.

21.2 Regular full-time employees shall receive eight (8) hours holiday pay for each of the holidays listed above on which they perform no work. Regular part-time employees will be paid holiday pay at their appropriate prorated percentage, based on the number of hours regularly scheduled to work for each of the

holidays listed above on which they perform no work. Part-time employees or full-time employees working over eight (8)-hour shifts (*i.e.,* four (4) ten (10) hour shifts) will be required to use annual leave as necessary for a full "day's" holiday compensation.

21.3 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

21.4 Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

21.5 Any regular full-time or part-time employee required to work on a holiday shall receive his/her regular rate of pay plus one and one-half (1.5) the regular rate.

## ARTICLE XXII - HEALTH AND WELFARE

22.1 Medical coverage shall commence on the first day of the month following completion of sixty (60) days of satisfactory performance for regular full-time and part-time employees.

22.2 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.

22.3 Effective for 2012, 2013 and 2014 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 eighty-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, 2010:

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.

Effective January 1, 2013, the same contribution approach as used in 2012 above shall be implemented. All calculations shall be determined by the Human Resources Director.

Effective January 1, 2014, the same contribution approach as used in 2012 above shall be implemented. All calculations shall be determined by the Human Resources Director.

22.4 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 Association representative the opportunity to bargain regarding said changes. Should the Association 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 Association representative, the Employer shall have the right to modify coverages, premium structures, benefit levels and/or contribution levels.

22.5 The Association 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.

22.6 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Association and/or the employee so long as the dispute was not as a result of action by the Employer.

## ARTICLE XXIII - DRUG TESTING POLICY

The Drug and Alcohol Testing Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

## ARTICLE XXIV - 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 XXV - 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 XXVI - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2012, except as otherwise indicated and will remain in full force and effect until December 31, 2014.

Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration.

DATED this 14th day of Oct., 2013.

BOARD OF COUNTY COMMISSIONERS

By: _____
Cindy Carter, Chairperson

By: _____
Carolann Swartz, Vice Chairperson

By: _____
Richard Stevens, Commissioner

GRANT COUNTY PUBLIC EMPLOYEES' ASSOCIATION

By: _____
Dave Mahaney, President

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 Department 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 Department 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 Department 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 Department 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 Department 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 Department Heads with review by the Human Resources Department, will progress to next higher step at annual salary adjustment time, until their salaries reach step 7.

ADDENDUM A

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 Department 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 year of successful service, as set forth in the Progression Increases section above, until step 7 is reached.

Persons with less than one 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 5 years. Progression is subject to review by the Human Resources Department 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 Department 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

## 2012, 2013 and 2014 Pay Plan
## 3.25% Increase Effective January 1, 2013

| Job Title | Current Wage | Jan. 1, 2013 Wage | Band |
|---|---|---|---|
| Deputy Assessor I | 2508 | 2590 | 2 |
| Elections Deputy | 2508 | 2590 | 2 |
| Maintenance I | 2508 | 2590 | 2 |
| Communications Clerk | 2607 | 2692 | 3 |
| Records Clerk | | 2692 | 3 |
| Planning Secretary | 2710 | 2798 | 4 |
| Recording Deputy | 2710 | 2798 | 4 |
| Deputy Clerk II | 2817 | 2909 | 5 |
| Extension Secretary | 2817 | 2909 | 5 |
| Licensing Deputy | 2817 | 2909 | 5 |
| Certified Election Administrator | 2923 | 3018 | 6 |
| Deputy Assessor II | 2923 | 3018 | 6 |
| Maintenance III | 2923 | 3018 | 6 |
| Deputy Assessor III | 3044 | 3143 | 7 |
| Maintenance II | 3044 | 3143 | 7 |
| Permit/System Technician | 3044 | 3143 | 7 |
| Licensing & Recording Deputy | 3044 | 3143 | 7 |
| Accounting Deputy | 3177 | 3280 | 8 |
| Deputy Treasurer III | 3177 | 3280 | 8 |
| Financial Collections Deputy | 3177 | 3280 | 8 |
| Deputy Treasurer III | 2923 | 3280 | 8 |
| Personal Property Deputy | 3177 | 3280 | 8 |
| Planning Permit Technician | 3177 | 3280 | 8 |
| Appraiser I | 3326 | 3434 | 9 |
| Deputy Assessor IV | 3326 | 3434 | 9 |
| Family Law Facilitator | 3326 | 3434 | 9 |
| Manufactured Homes Specialist | 3326 | 3434 | 9 |
| Revenue Deputy | 3326 | 3434 | 9 |
| Appraiser II | 3489 | 3602 | 10 |
| Building Inspector/Fire Investigator | 3665 | 3784 | 11 |

ADDENDUM B

| | | | |
|---|---|---|---|
| Code Technician/Code Enforcement Officer | 3665 | 3784 | 11 |
| Appraiser III | 3856 | 3981 | 12 |
| Assistant Planner | 3856 | 3981 | 12 |
| Plans Examiner/ Building Inspector/Fire Investigator | 3856 | 3981 | 12 |
| Appraisal Analyst | | 4199 | 13 |
| Associate Planner | 4658 | 4810 | 14 |
| GIS Coordinator | 4851 | 5009 | 15 |

For 2013, Steps shall be frozen in accordance with Article 12 of this Agreement.

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 and Article 12 of this Agreement.

ADDENDUM C

| 2013 Grant County Holiday's Observed | |
|---|---|
| New Year's Day | Tuesday, January 1, 2013 |
| Martin Luther King Jr. Day | Monday, January 21, 2013 |
| President's Day | Monday, February 18, 1013 |
| Memorial Day | Monday, May 27, 2013 |
| Independence Day | Thursday, July 4, 2013 |
| Labor Day | Monday, September 2, 2013 |
| Veteran's Day | Monday, November 11, 2013 |
| Thanksgiving Day | Thursday, November 28, 2013 |
| Friday After Thanksgiving | Friday, November 29, 2013 |
| Christmas Eve Day | Tuesday, December 24, 2012 |
| Christmas Day | Wednesday, December 25, 2013 |
| **2014 Grant County Holiday's Observed** | |
| New Year's Day | Wednesday, January 1, 2014 |
| Martin Luther King Jr. Day | Monday, January 20, 2014 |
| President's Day | Monday, February 17, 2014 |
| Memorial Day | Monday, May 26, 2014 |
| Independence Day | Wednesday, July 4th, 2014 |
| Labor Day | Monday, September 1, 2014 |
| Veteran's Day | Tuesday, November 11, 2014 |
| Thanksgiving Day | Thursday, November 27, 2014 |
| Friday After Thanksgiving | Friday, November 28, 2014 |
| Christmas Eve Day | Wednesday, December 24, 2014 |
| Christmas Day | Thursday, December 25, 2014 |
| **2015 Grant County Holiday's Observed** | |
| New Year's Day | Thursday, January 1, 2015 |
| Martin Luther King Jr. Day | Monday, January 19, 2015 |
| President's Day | Monday, February 16, 2014 |
| Memorial Day | Monday, May 25, 2015 |
| Independence Day Observed | Friday, July 3rd, 2015 |
| Labor Day | Monday, September 7, 2015 |
| Veteran's Day | Wednesday, November 11, 2015 |
| Thanksgiving Day | Thursday, November 26, 2015 |
| Friday After Thanksgiving | Friday, November 27, 2015 |
| Christmas Eve Day | Thursday, December 24, 2015 |
| Christmas Day | Friday, December 25, 2015 |

# ADDENDUM C