

ORIGINAL

WORKING AGREEMENT

by and between

GRANT COUNTY

and

TEAMSTERS LOCAL UNION NO. 760

TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES,
WAREHOUSEMEN AND HELPERS

Grant Integrated Services, Therapy Services

From January 1, 2014

to

To December 31, 2016

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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 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 1 - RECOGNITION

The Employer recognizes the Union as the designated representative of regular, full time and part-time employees of Grant County Integrated Services, Therapy Services as set forth in Addendum A.

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

ARTICLE 2 - 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 non-

religious 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, as determined by the employer, 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 3 - 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.

ARTICLE 4 - 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 5 - 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.

ARTICLE 6 – 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 7 – SENIORITY

- 7.1 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 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 8 - 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 Executive Director 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, WAC's, RCW's and/or other 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 Executive Director 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 Executive Director or their designee.
 - q. Failure to timely complete tasks as assigned by the Executive Director or their designee;
 - r. Any other just causes as determined, from time to time, by the Executive Director based on agency procedure changes determined by the Executive Director;
 - 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. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Discharge or termination.

The discipline imposed shall be correlated to the seriousness of the offense as determined by the Executive Director 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.

- 8.3 The Employer may discharge or terminate an employee only for just cause. In the event the Executive Director or their designee, 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 Executive Director or their designee will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Executive Director 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 Executive Director shall make a determination as to whether to proceed with discharge or termination.
- 8.4 When the Executive Director 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 predisciplinary action meeting of any kind. If the Executive Director or their designee 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 Executive Director or his designee, 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 Executive Director or their designee will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Executive Director 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 Executive Director 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. 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.
- 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 9 - 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 time. 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 Executive Director or designee. Thereafter, subject to mutual agreement, the parties may conduct a grievance meeting prior to the Executive Director 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:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, 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 10 - HOURS OF WORK & OVERTIME

10.1 Definitions:

- a. Overtime Exempt Position – one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- b. 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.
- c. Work Shift – The hours an employee is scheduled to work each work day in a workweek.

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 normally 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, as long as it fits within the scope of the employees' practice and certification. 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.

10.3 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.

- 10.4 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.

ARTICLE 11 – CASELOADS

The Therapy Manager will review the caseloads of Therapists 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 Therapy Manager to review the caseload to examine if it is feasible to reduce the caseload.

ARTICLE 12 – CLASSIFICATIONS – WAGES

- 12.1 The classifications, band/range, steps and rates of pay shall be as provided in the Grant County Classification and Compensation Plan. Effective January 1, 2014, the applicable and affected wage classifications will be increased by two and one half percent (2.5%) as determined by the Board of County Commissioners and as calculated and determined by the Director of Human Resources. Effective January 1, 2014, eligible employees whose steps have been frozen and who are eligible to receive a step in accordance with Addendum A of this agreement shall receive one step in the step progression. This step shall be reflected for each eligible employee on the first payroll in 2014 regardless of individual anniversary dates in accordance with the provisions of this section, Addendum A and B. New employees hired will receive step increases in accordance with the salary administration procedures in Addendum A and B. This section, Addendum A and Addendum B are not subject to the grievance procedure. There will be wage and one (1) non-economic item re-openers for 2015 and 2016. 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 2014 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.
- 12.2 Compensation for part time employment will be pro-rated based on the ratio of hours worked to hours required for full time employment.
- 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 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.

- 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 13 - 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 14 - GENERAL POLICIES GOVERNING LEAVE

- 14.1 Leave of absence whether with or without pay is not allowed unless authorized in writing.
- 14.2 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.
- 14.3 Leave with pay may be earned and taken only by regular and probationary employees.
- 14.4 Except when otherwise authorized by the Executive Director, the appropriate earned leave with pay whether sick leave or annual leave shall be liquidated before granting leave without pay.
- 14.5 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.

- 14.6 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 15 – LEAVE WITHOUT PAY

- 15.1 Leave without pay is subject to prior written approval by the Executive Director or his designee.
- 15.2 Leave without pay is charged from the first working day of absence through the last working day of absence.
- 15.3 Leave without pay is deducted from an employee's monthly pay at a daily rate.
- 15.4 Leave without pay may be granted under the following conditions:
- a. Subject to mutual Agreement between the employee and Executive Director.
 - b. Subject to the work load or service requirements in the agency as determined by the Executive Director or designee.
 - 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.
- 15.5. Employees on leave without pay are not entitled to accrue any benefits.. 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 16 - SICK LEAVE

- 16.1 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.
- 16.2 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.

16.3 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.
- 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.

16.4 Reporting: Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or the Executive Director . 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 Executive Director or Designee may make an investigation to satisfy himself that the reason for taking sick leave is bona fide.

16.5 All employees on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Executive Director or Designee.

- 16.6 Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 16.7 An employee is charged one (1) day of sick leave for each day of such absence when he/she is scheduled to work.
- 16.8 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.
- 16.9 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.
- 16.10 For employees under the PERS I retirement system the following shall prevail over the provision of 16.8 and 16.9 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.

ARTICLE 17 - ANNUAL LEAVE

- 17.1 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.
- 17.2 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.
- 17.3 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.

- 17.4 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.
- 17.5 The use of annual leave is subject to prior approval by the Executive Director or his designee. After the first year of employment all employees shall be required to use a minimum of five (5) days each anniversary year.
- 17.6 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.
- 17.7 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:

Accrual Rate: (12 month period on Anniversary date)

	<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
7 th 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

- 17.8 Continuous service is not broken by any period of authorized leave.

- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 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 18 - 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 5:00 p.m.

ARTICLE 19 - LICENSURE & EDUCATION

- 19.1 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 may 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 Learning tool.
- 19.2 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 20 – HOLIDAYS

20.1 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
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Eve Day	December 24
Christmas Day	December 25

See attached Addendum "C" - Grant County Holidays Observed 2013 - 2015. 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.

- 20.2 Employees will be paid at a straight time rate even though they do not work on a County designated holiday.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 Holidays occurring at the beginning, during or at the end of a period of annual leave are not charged as annual leave.

ARTICLE 21 – HEALTH & WELFARE

- 21.1 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.
- 21.2 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.
- 21.3 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:

<u>Employer Portion</u>	<u>Employee Portion</u>
100%	0%

All Dependent Tiers:

<u>Employer Portion</u>	<u>Employee Portion</u>
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.

- 21.4 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.
- 21.5 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.
- 21.6 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 22 - TRAVEL EXPENSES & OTHER CONDITIONS

- 22.1 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.
- 22.2 Travel expenses are reimbursed in accordance with County and/or State policies.
- 22.3 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.
- 22.4 Travel to, travel from and attendance at agency-required training is considered time worked.
- 22.5 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.

ARTICLE 23 - 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 24 - 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 25 - DURATION

This Agreement shall be effective as of the 1st day of January, 2014, except as otherwise indicated and will remain in full force and effect until December 31, 2016. Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration date.

DATED this 6th day of October, 2014

BOARD OF GRANT COUNTY
COMMISSIONERS

TEAMSTERS LOCAL UNION No. 760

By: Carolann Swartz
Carolann Swartz, Chairperson

By: Leonard J. Crouch
Leonard Crouch, 9/24/14
Secretary/Treasurer

By: Excused
Richard Stevens, Vice-Chair

By: Cindy Carter
Cindy Carter, Member

GRANT INTEGRATED SERVICES

By: LeRoy Allison
LeRoy Allison
Grant Integrated Services
Executive Director

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

Salary Schedule 2014

Therapist	13	Bi-Weekly	\$ 1,986.4500	\$ 2,045.1115	\$ 2,103.3000	\$ 2,161.9615	\$ 2,220.1500	\$ 2,278.8115	\$ 2,337.0000
		Hour	\$ 24.8306	\$ 25.5639	\$ 26.2913	\$ 27.0245	\$ 27.7519	\$ 28.4851	\$ 29.2125
		Year	\$ 51,647.7000	\$ 53,172.9000	\$ 54,685.8000	\$ 56,211.0000	\$ 57,723.9000	\$ 59,249.1000	\$ 60,762.0000

There will be wage and one (1) non-economic item re-opens for 2015 and 2016.

Progression is subject to the provisions of Addendum A.

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, 2013
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, 2013
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	Friday, 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

**MEMORANDUM OF AGREEMENT
(Grant Integrated Services – Grant Mental Healthcare Therapists)**

This Memorandum of Agreement is entered into by and between the Teamsters Local Union No. 760, representing the Grant Integrated Services Grant Mental Healthcare Therapists, hereinafter referred to as the "Union", and Grant Integrated Services of Grant County, Washington, hereinafter referred to as the "Employer".

It is not the intent of the Employer to change the current schedule structures in Moses Lake, Mattawa, Royal City, and Grand Coulee for a period of 12 months. If unforeseeable circumstances arise which are viewed to compromise the level of service provided to GRIS clients, the Employer will notify the Union of the proposed change (including the unforeseeable circumstances) and will meet to discuss, if requested. The management right to change schedule structure to support client need will remain intact.

The agreement to support these ongoing schedules (or any future alternate schedules subsequently agreed upon) is contingent upon data supporting the schedule is being utilized to support client need. (For example: if Employees are working longer days, client appointments need to be scheduled beyond the traditional 9 to 5 timeframe).

The schedules for Quincy will change to five 8's due to the need to improve the level of client services.

The Employer agrees to consider any modification of schedules at any location that does not compromise the level of service to clients.

BOARD OF GRANT COUNTY
COMMISSIONERS

By: 
Carolann Swartz, Chair

By: 
Richard Stevens, Vice-Chair

By: 
Cindy Carter, Member

GRANT INTEGRATED SERVICES

By: 
LeRoy Allison
Grant Integrated Services Executive
Director

TEAMSTERS LOCAL UNION No. 760

By: 
Leonard Crouch, 9/24/14
Secretary/Treasurer