

County Proposal  
Given to the Union on August 20, 2021 @ \_\_\_\_\_

**ARTICLE 4**  
**GRIEVANCE PROCEDURES**

**4.5 Section 5**

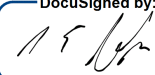
**No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.**

This does not apply to disciplinary matters which are being decided by a neutral arbitrator.

~~The County also agrees that in cases of over payment the same 45 day limit shall apply. The County will also give the employee the ability to pay back the monies owed over that 45 day period. -~~

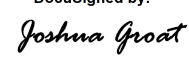
**\*\*TENTATIVE AGREEMENT REACHED ON: OCTOBER 27, 2021**

**For the Union:**

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**ARTICLE 5**  
**HOLIDAYS**

**5.1** The following is a listing of Holidays that is recognized by the County and the Teamsters to be paid to all Teamsters members at their regular rate of pay for their respected payclass.

New Year’s Day	January 1
<b>Martin Luther King Day</b>	<b>January 17th</b>
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
<b>Juneteenth</b>	<b>June 19th</b>
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Thanksgiving Day after	<del>4<sup>th</sup> Friday in November</del> <b>Friday immediately following Thanksgiving</b>
Christmas Day	December 25
<del>21</del> Personal Holidays and his/her Supervisor	Dates determined by the employee

~~County encourages member to use one of their personal holidays during Martin Luther King Day.~~

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**5.2 Section 1**

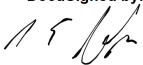
Should any of the Holidays fall on a Saturday or Sunday the preceding Friday or following Monday shall be considered to be the Holiday.

**5.3 Section 2**

~~Any additional special purpose Holiday that may be established by the President or the Governor of the state shall be considered to be a fully paid Holiday covered under this Article). If an employee is requested to work on the special purpose holiday, they will receive the holiday pay plus paid time off at a later date for all hours actually worked on the special purpose holiday.~~ **Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit. Employees who work on a one-time holiday, shall be allowed to take an additional day off within the same pay period, on a mutually agreeable date.**


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**ARTICLE 14**  
**DISCIPLINE AND DISCHARGE**

**4.1 Section 1**

Discipline of any Teamsters member is the responsibility of the County Engineer or his/her representative. ~~Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand.~~ Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. Disciplinary actions may include the following steps.

~~14.1.1 Verbal Reprimand~~ **1<sup>st</sup> written warning**

~~14.1.2 Written Reprimand~~ **2<sup>nd</sup> written warning**

**14.1.3** Suspension from work without pay - At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension.

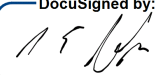
~~14.1.4 Demotions to a lower job classification~~


**14.1.5** Discharge

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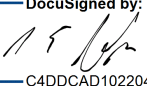
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**ARTICLE 23**  
**PROMOTIONS AND TRANSFERS**

- 23.1** When a vacancy occurs in a position included in the Teamsters bargaining unit that the Department deems necessary to fill the Department may fill the position with the most qualified internal or external applicant. To determine most qualified, the Department will look at the applicant’s experience, education, and prior work performance Members not selected, shall upon request, receive a written explanation citing the reasons they were not selected. This explanation should be sufficiently detailed so the employee understands the specific qualifications, education, skills or experience needed for the next available position. The promotion decision or the sufficiency of the explanation cannot be grieved.
- 23.2** A posting shall be sent to Teamster’s members through interoffice mail. Consideration shall be given to interested Teamsters members first, ~~and shall be based on the needs of the Department, as well as the abilities of the Teamsters members.~~
- ~~**23.3** If the Department decides not to fill the vacancy with an existing Teamsters member, it may then solicit other internal and/or outside personnel to fill the \_\_\_\_\_ position.~~
- 23.4** If a Teamster member is seeking a transfer to a position within the same classification, he/she will express that desire to the Department electronically in writing. Consideration for allowing a Teamsters member to transfer shall be based on the needs of the Department.
- 23.5** A written response explaining why a Teamster member was not selected for a promotion/transfer will be provided if so requested.

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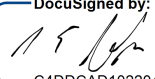
**ARTICLE 31**  
**COMPENSATORY TIME**

At the employee's option **the mutual agreement between the employee and the employee's manager**, overtime work may be compensated by compensatory time off.

If the compensatory time option is exercised, the employee's comp time is calculated the same as overtime. Maximum accruals of compensatory time shall be limited to (80 hours). After maximum accrual, overtime compensation shall be paid. Employees will be permitted to use such compensatory time off in (in hourly increments) within a reasonable period after making the request, unless doing so would unduly disrupt County operations. Compensatory time is intended to be taken as paid time off and not paid as direct compensation. Therefore, Employer can schedule paid time off and if any compensatory time has accrued prior to separation of employment, Employer will schedule the paid time off for the employee. Denial of an employee request to use compensatory time or Employer scheduling of compensatory time shall not be grievable.


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