

WORKING AGREEMENT

Between

ASOTIN COUNTY COMMISSIONERS

and the

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

LOCAL 1476-PW

OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, COUNCIL 2, AFL-CIO

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ARTICLE 1 - PREAMBLE

This Agreement is between the County of Asotin, hereinafter referred to as the Employer, Washington State Council of County and City Employees, and Local 1476-ACL, Council 2, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. The purpose of the County and Union entering into this Agreement is to set forth their entire Agreement with regards to wages, hours, and working conditions so as to promote efficient County operations; the morale and security of employees covered by this labor agreement; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the employees.

ARTICLE 2 - RECOGNITION

- 2.1 The County recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment and the resolution of disputes, as authorized by the Washington State Public Employees Collective Bargaining Act, for all job classifications cited in Appendix "A" including regular part-time of this document, but excluding all seasonal, casual, or confidential employees and elected officials or officers of the County, including the Engineer, Assistant County Engineer, County Road Supervisor, Survey Party Chief, County Engineer, JTPA Supervisor, and Building Official.

ARTICLE 3 - UNION SECURITY

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

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

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied. The Employer shall transfer amounts deducted to Council 2. Authorizations for payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document. The Employer shall provide to the Union once per year and upon new hire or a notice of changed information a complete list of all bargaining unit members that includes: employee name, work address, work phone, work email, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employee shall

continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A union official shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Electronic Authorizations are Valid

An authorization for Union membership and /or dues or other payroll deduction is valid whether executed in writing or electronically.

ARTICLE 4 - UNION/MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by the authorized representative of the Union and authorized representative of Asotin County.
- 4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the President/Vice President of Local 1476-ACL and the representative of the Washington State Council of County and City Employees, Council 2, and the Board of County Commissioners.

ARTICLE 5 - CHECK-OFF

- 5.1 The County agrees to deduct uniform Union dues and assessments, certified to be current by the Union, once a month, from the pay of those members who individually request in writing that deductions be made. The total amount of the deductions shall be remitted monthly by the Employer to the Treasurer of the Union, in Everett, Washington.
- 5.2 The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the County in reliance upon documents or cards or other information furnished to the County by the Union in complying with any of the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1** It is agreed that except as specifically modified by this Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by the County and remain the exclusive right of Management without limitation. Nothing in this Agreement shall be construed to impair the rights of the Union to bargain about any matters that are recognized under state law as mandatory and/or permissive subjects of bargaining.

The exercise of any Management rights not specifically modified by this Agreement or the Personnel Policy or the failure to exercise any such right does not prevent the County from exercising that right in a different manner in the future.

- 6.2** **Examples:** Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To direct and supervise all operations, functions and policies of all Departments in which the employees in the bargaining unit are employed.
- B. To terminate, combine or reorganize any Department or function of the County for budgetary or any other reason.
- C. To determine the need for a reduction or an increase in the workforce and implement any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, dress code, methods and procedures except as specifically provided herein.
- E. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign shifts, workdays, hours of work and work locations except as specifically provided herein.
- G. To designate and to assign all work duties.
- H. The decision to introduce new duties and to revise job classifications and duties within the unit. The Union reserves the right to negotiate impacts.
- I. To determine the need for and the qualification of new employees, transfers and promotions.
- J. To discipline, suspend or discharge any employee for just cause.

K. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the County.

6.3 Limitations: The exercise of any Management prerogative, function or right which is not specifically modified by this Agreement or the Personnel Policy is not subject to the grievance procedure or bargaining during the term of this Agreement.

6.4 Disputes: In the event any disputes arise in connection with the exercise of the above rights and such disputes are submitted to arbitration, the only issue which the Arbitrator may decide is whether or not the County acted in accordance with the provisions of this Agreement.

In no case shall the Arbitrator have authority to vacate, modify, or change the County exercise of its rights, or require the County to do such, (except as otherwise provided for in the Agreement) or where a rule is involved, the Arbitrator may require the County's revision of a rule it finds is unreasonable or contrary to the provision of this Agreement.

ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

7.1 In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor/Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the County Engineer. The Committee will meet at least quarterly and meetings may be called more frequently at the request of either the Union or the County.

7.2 The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance which has been reduced to writing and/or has passed Step 1 of the grievance procedure.

7.3 The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short and long term projects and goals of both the County and the Union and for the general sharing of information.

Minutes will be kept by the County and distributed to the Union members within ten (10) days of the meeting. If the Union wishes to add to, delete or correct the minutes, the additions or corrections will be submitted within thirty (30) days and the combined document shall be the official minutes of the Labor/Management Committee.

Meetings will be held during working hours with no loss of pay or benefits to any members of the Committee.

ARTICLE 8 - SENIORITY

- 8.1** Seniority as applied in this Agreement shall be defined and calculated as continuous service since the most recent date of hire with the County, subject to the following conditions:
- A)** Seniority provisions shall not apply to new employees until completion of their initial probation.
 - B)** An employee's continuous service shall be considered broken by voluntary resignation, layoff of over twelve (12) months, discharge for just cause, or retirement.
 - C)** This definition of seniority will be used in this Agreement any time benefits are related to length of service.
 - D)** For purposes of transfer and promotion employees will serve a six month trial service period with vacation and sick time usable.

ARTICLE 9 - TRANSFERS, PROMOTIONS, AND DEMOTIONS

- 9.1** **Transfers:** A transfer is a reassignment to a different position, location or classification when there is no change in pay range.
- A)** Transfers will be made on the basis of qualifications only.
 - B)** Transfer, whether mandatory or voluntary, shall be paid at the employee's then current salary.
- 9.2** **Promotions:** A promotion is a reassignment to a position or classification with a higher pay rate.
- A)** Promotions will be made on the basis of an individual's qualifications. When qualifications or individuals are approximately equal, seniority will be the determining factor.
 - B)** A promoted employee will be paid at the new range.
 - C)** A promoted employee will serve a six (6) month trial service period in the new position/classification.
 - D)** If the promoted employee fails to meet job standards during the trial service period, he/she will revert to his/her former position.
- 9.3** **Demotions:** A demotion is a reassignment to a position or classification with a lower pay range.

- A) Demotions may be involuntary, if associated with a disciplinary action, or voluntary, which includes changes by preference (location, hours, environment, etc.) and demotion to avoid layoff. In either case, the demotion will be approved only if the employee is qualified to assume the duties of the new position/classification.
- B) A demoted employee will be paid at the new range.

ARTICLE 10 - STEP PAY PLAN

- 10.1 The integration and implementation of employees into the pay plan will be based on years service with the County. Effective January 1, 1997, progression through the steps is based on years service on the employee's anniversary date and is subject to successful completion of a performance review(s) equivalent to seventy-five percent (75%) (i.e., movement from Step C to Step D would require a least three (3) satisfactory annual performance evaluations) prior to the employee's anniversary date.
- 10.2 The new step plan referenced in Section 1 above and the initial implementation referenced in Section 1 above are based on the parties having agreed to the Employer implementing a performance review system, effective starting in 1997. These performance reviews shall be concluded either annually during the year, thirty (30) days or less, but prior to each employee's anniversary date, or thirty (30) days or less but prior to a step increase. If an employee has sufficient length of service to be eligible for a step increase, the Department Head shall notify the Payroll Department in writing of the step increase. If a step increase is not recommended by the Department Head, when an employee is eligible, the employee will be advised of this decision in writing setting forth the reasons for denying the step increase. Should the employee feel this decision is unfair, the employee may follow the grievance procedure outlined in this Agreement. Said employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:
 - A) The new pay plan to be effective January 1, 2007 consists of ten (10) steps to be referenced as Entry, Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". Effective January 1, 1996, the pay periods will be changed to draw pay on the 20th of the current month, with the 5th of the following month for all wages earned during the month. Implementation of pay steps will be provided on the first day of the month following either successful completion of the probationary period, on the employee's anniversary date, and/or successful completion of the performance review period. Eligibility for such steps will be subject to the completion and issuance of a written document establishing successful completion of their first six (6) months service, or successful completion of a performance review period for a normal step increase. This performance review will be performed prior to the employee's anniversary date.

- B) Entrance Pay Rate:** Persons selected to fill vacant positions will be hired by the Department Head at the "entry" pay step.

An employee begins at the Entry Step and shall remain at that step for a minimum of six (6) consecutive months before becoming eligible to move to the next step with said movement being subject to successful completion of a performance review and confirmed in writing. Regular part-time employees must remain in Entry Step for a minimum of hours equal to the hours of a full-time employee before said employee may move to the next step and subject to the successful completion of a performance review.

- C) Subsequent Pay Steps:** In order to be eligible for subsequent steps from Step "A" to Step "I", an employee shall serve the appropriate time within a step as indicated in the step plan, or the number of hours equal to a full-time employee in that classification for regular part-time employees before becoming eligible to move to the next step and eligibility for movement shall be subject to a successful job performance based on the issuance of a written performance appraisals equivalent to seventy-five percent (75%) (i.e., movement from Step C to Step D would require a least three (3) satisfactory annual performance evaluations).

- D)** The above provisions relate to only the horizontal progression through the pay plan (i.e., movement from Entry Step to Step "A" to Step "B" etc.) and does not imply or mean vertical progression through the pay plan from classification to classification. There is not vertical progression through the step plan.

10.3

Effective January 1, 2007, the steps in the step plan will be as follows: Employees will be placed in Step "A" after the first six (6) months through completion of the 2nd year of service. Step "A" reflects an increase of \$75.00 per month or \$900.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "B" in the 3rd and 4th years of service. Step "B" reflects an increase of \$125.00 per month or \$1,500.00 per year which will be added to the employee's monthly wages. Employees will be placed in Step "C" in the 5th through 9th years of service. Step "C" reflects an increase of \$175.00 per month or \$2,100 per year which will be added to the employee's monthly wages. Employees will be placed in Step "D" in the 10th through 14th years of service. Step "D" reflects an increase of \$225.00 per month or \$2,700.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "E" in the 15th through 19th years of service. Step "E" reflects an increase of \$275.00 per month or \$3,300.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "F" in the 20th through 24th years of service. Step "F" reflects an increase of \$325.00 per month or \$3,900.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "G" at the 25th year of service. Step "G" reflects an increase of \$375.00 per month or \$4,500.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "H" at the 30th year of service. Step "H" reflects an increase of \$400.00 per month or

\$4800.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "I" at the 35th year of service. Step "I" reflects an increase of \$425.00 per month or \$5100.00 per year which will be added to the employees' monthly wages.

ARTICLE 11 – NON-DISCRIMINATION

11.1 The County and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union.

The parties agree not to discriminate against any employee due to any reason protected by State and/or Federal law.

While grievances relating to this Discrimination Article may be filed and processed, should a grievance also utilize an appeal through the State Human Rights Commission, E.E.O.C. or any other State or Federal tribunal, then in the event, any grievance settlement or award shall be mitigated (reduced in kind and amount) by the relief provided by any outside agency.

ARTICLE 12- NEW EMPLOYEES

12.1 A new employee will be on probation until he/she has actually worked twelve (12) consecutive months in the classification. During the probationary period he/she:

- A) Will not have seniority or other job rights.
- B) May be laid off or terminated at the discretion of the County.
- C) Will be evaluated by a Department Head during probation to help the employee gain job status.
- D) May be granted an extension of the probationary period by mutual consent of the Union and Management.
- E) Employee not satisfactorily passing their review at 6 months will not be eligible for the 6 month increase in wages or merit.
- F) Will, upon completing his/her probationary period satisfactorily with the County, he/she shall be entered on the seniority list as of his/her date of original hire.

12.2 Notice of regular appointment status shall be given in writing to the employee within ten (10) working days after completion of the twelve (12) month's probationary period, that period being computed from date of hire.

ARTICLE 13 - CLASSIFICATION AND RECLASSIFICATION

- 13.1** When the County determines that a new job classification is necessary, and such classification is covered under Article II, of the Agreement, the County will submit to the Union in writing the job description and proposed salary, prior to implementation. The Union will have ten (10) working days to request in writing to negotiate with the County regarding the proposed salary. Such meetings will take place within the (10) working days of the receipt of the request.

In the event the Union feels that a position is misclassified or needs reevaluation due to a significant change in responsibilities and/or duties the Union President may, after analysis, submit to the County Engineer the need for such changes. In this event, the County will consider the changes and respond in a timely fashion. In the event that no agreement can be reached, the Union may appeal the matter directly to the Commissioner. The Commissioners' decision shall be final and binding.

ARTICLE 14 - DISCIPLINE, DEMOTION AND/OR TERMINATION

- 14.1** Discipline shall only be for just cause. The County agrees to use the principles of progressive discipline, except in the case of gross misconduct or where the offense merits other discipline. The following are examples of gross misconduct (including but not limited to):

- A) Refusal to obey a direct order.
- B) Theft of County property or services.
- C) Falsification of documents (including application for employment).
- D) Willful destruction of County property; or,
- E) Incarceration for a commission of a felony.
- F) Willful endangerment of employees or public.

Progressive discipline shall consist of the following steps:

- A) Oral reprimand
- B) Letter of reprimand
- C) Suspension without pay
- D) Termination

- 14.2** All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation.

- 14.3** The following shall also constitute reasons for disciplinary action and/or termination:

- A) Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.
- B) Failure to report to work after cancellation of leave of absence.

- C) Failure to report to work after a layoff.
- D) Continued unexcused absence from work.
- E) Inability to meet the County's requirements for health for the position and/or classification.
- F) Absence without making a good faith effort to contact immediate supervisor.

14.4 If there is no recurrence of the event prompting discipline within two (2) years, later infractions of the same kind will cause disciplinary action to begin at the same or lower step.

14.5 Employees will be entitled to a pre-termination hearing, by the County Engineer, with the right to representation, to face their accuser, to present evidence, arguments and witnesses in their defense.

ARTICLE 15 - BEREAVEMENT

15.1 Upon written request with the approval of the appropriate Department Head an employee may be granted up to five (5) paid straight days in the event of the death of a spouse, child, parent, brother, sister, or step relation thereof, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchildren. Also included are members of the family regardless of relationship, residing at the time in the household of the employee. It is the intention of this provision that persons who take such leave actually be attending the funeral of the member of the immediate family and/or have to attend the pre-burial or post-burial or cremation matters.

ARTICLE 16 - HOURS OF WORK/OVERTIME/BREAKS/PRACTICES

16.1 The workweek shall be forty (40) hours of work to consist of five (5) consecutive eight (8) hour days. Exceptions to be Road Crew 4/10 shifts.

16.2 The employee shall travel to and from work on transportation furnished by the immediate supervisor from regular assigned headquarters.

16.3 Other arrangements may be made by mutual consent for convenience of the Employer and the employee regarding days of the week which will not be construed to be in conflict with this Agreement.

16.4 All work in excess of forty (40) hours a week shall be paid at the rate of one and one-half (1-1/2) times the regular rate. Sick time will not count towards overtime.

Time and one-half (1-1/2) the employee's regular rate of pay will be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A) All work performed in excess of eight (8) hours in any workday (unless it is agreed to work four, ten (4/10) hour days).
- B) Any work performed over eight (8) hours on any of the paid holidays set forth in Article 17, Section 4.
- C) Overtime shall be distributed as equally as possible over a six (6) month interval.
- D) The normal work shift for full time employees working in the Road Crew only, shall consist of eight (8) hours compensation, excluding a thirty (30) minute uninterrupted lunch period to be scheduled by the appropriate supervisor as near the middle of the shift as is practicable, and also includes an uninterrupted fifteen (15) minute first-half rest break and a fifteen (15) minute second-half rest break; provided, however, that employees who are working ten (10) hours shall be entitled to a one half (1/2) hour uninterrupted lunch break to be scheduled by the appropriate supervisor as near the middle of the shift as is practicable. Employees working at multiple job sites shall take their breaks at the site at which they are working prior to break time. Interruptions to lunch breaks may be made if the supervisor determines that an emergency merits such interruptions.
- E) The normal full time work shift for office personnel other than Road Crew employees shall consist of eight (8) hours compensation, excluding an uninterrupted lunch break of either thirty (30) or sixty (60) minutes, whichever is applicable, and also including a fifteen (15) minute first-half rest break and fifteen (15) minute second-half rest break.
- F) For employees of the Road Crew only, four, ten (4/10) hour shifts will commence on the first Monday of April and terminate on the last Thursday of October. All holidays during the four/ten (4/10) shifts shall be compensated at ten (10) hours. Four/ten (4/10) work shifts may not be terminated early unless mutually agreed upon. Work hours shall be 6:30 a.m. to 5:00 p.m. with a one-half (1/2) hour unpaid lunch break. Overtime will be paid if the work day exceeds ten (10) hours in a given work day or forty (40) hours in any given work week. Days of work shall be Monday through Thursday with Friday, Saturday and Sunday off. Shop employees may, in lieu of the above days, work Tuesday through Friday. Any change from the above starting date and stopping dates shall be by mutual agreement.
- G) For Stormwater Foreman and Stormwater Operator only, the normal full time work shift shall consist of eight four, ten (4/10) hour shifts. All holidays during the four/ten (4/10) shifts shall be compensated at ten (10) hours. Four/ten (4/10) work shifts may not be terminated early unless mutually agreed upon. Work hours shall be 6:30 a.m. to 5:00 p.m. with a one-half (1/2) hour unpaid lunch break. Overtime will be paid if the work day exceeds ten (10) hours in a given work day or forty (40) hours in any given work

week. Days of work shall be Monday through Thursday with Friday, Saturday and Sunday off.

- 16.5** Employees shall be responsible for the servicing of the equipment which they operate such as gasoline, fueling, oiling, etc.; on County time.
- 16.6** Supervisory personnel shall, as far as possible, divide overtime equally among regular full time employees.
- 16.7**
- A)** All laborers on the Road Crew only, hired to fill a regular position in Asotin County effective January 1, 1996, shall have at the end of their twelve (12) month probationary period the raise from the Laborer's rate of pay to the Truck Driver's rate of pay as soon as they have demonstrated the ability to do the job or, if not so raised, be notified in writing of the reasons. All Truck Drivers shall be raised to Equipment Operator's rate of pay as soon as they have demonstrated the ability to do the job or, if not so raised, be notified in writing of the reasons.
 - B)** Operators of the Oil Distributor will be assigned in writing by the Supervisor.
 - C)** All employees of the Road Crew, including Field Technician I, Field Technician II, Field Technician III and Landfill, including Clerical, will be reimbursed up to one hundred twenty five dollars (\$125.00) per year for work boots or approved work apparel which will be paid to the employee when he/she turns in a receipt of purchase. The total accumulated shall not exceed three hundred seventy five dollars (\$375.00) Boots shall meet OSHA and/or WISHA safety standards.
 - D)** Landfill employees will be provided orange shirts, safety vests, hard hats and blue coveralls – laundered by the County. Road Crew will be provided t-shirts every other year, safety vests, hard hats and for those in the Shop, coveralls laundered by the County. All Public Works employees will be provided up to 3 pair of leather gloves per year, not to exceed a total cost of \$500 per year total for the bargaining unit. A Public Works Committee will propose what gloves they wish to purchase as a group.
- 16.8** The Employer shall pay the employee for travel to and from the regularly assigned headquarters to work assignment.
- A)** Reimbursement: The County will reimburse employees for costs of accredited courses that directly apply to the employee's job. The County and/or employee may recommend a course in which the employee may enroll. Reimbursement will depend on prior approval from the appropriate Elected Official or Department Head. Payment shall occur when the employee provides a transcript, certificate or some other document showing that they have successfully completed the course.

- B)** The County agrees to provide the cost of obtaining County required job-related certifications or licenses, including tuition, books and time with pay if necessary to attend seminars/workshop after date of hire, transfer or promotion. The County also agrees to pay for the certification, maintenance and annual renewal fees after date of hire, transfer or promotion.
- C) Commercial Driver's License (CDL):**
The County will agree to pay the entire cost, every two years, of the CDL physical and renewal fees for the contract years 2023, 2024 and 2025.
- D)** Employees will on a continuing basis authorize the release to the Employer, all administrative decisions and actions taken under the employee's license.

16.9 Call out shall be defined as any time the normal shift has been completed and the employee has departed the shop/office and returned home, (i.e. shift ends at 5:00 p.m. and the individual is called back to work at 8:00 p.m. for an emergency). An employee called in to work other than during the scheduled work shift shall be granted a minimum of three (3) hours pay at time and one-half (1 1/2). All hours worked in excess of the three (3) hour minimum will be paid at the overtime rate of time and one-half (1 1/2).

An employee who is called back to work during a paid leave will have the equivalent paid leave hours returned to their leave bank for such hours worked on the call out.

16.10 Anatone Shop:

- A)** Temporary employees may be used if regular full time employees are not available.
- B)** Temporary employees may not be used in lieu of regular full time employees.
- C)** Temporary employees are not eligible for benefits.

16.11 When an employee works overtime, the Employer may offer compensatory time at their discretion and the employee shall elect to choose overtime pay or if offered compensatory time off at time and one half (1 and ½) for each hour worked. The employee shall inform the immediate Supervisor, before the close of business the next day, whether overtime pay or compensatory time is desired. When an employee desires to use accrued compensatory time, the employee shall schedule the requested time off with his/her Supervisor. The County shall have the right to schedule employees for and to require the utilization of compensatory time. The Employer and employee shall try to mutually agree on the scheduling of comp time.

Compensatory time accrual is limited to a maximum of forty (40) hours. Compensatory time not used will be paid in the first paycheck received in January each year.

- 16.12** All overtime must be authorized by the Department Head or supervisor.
- 16.13** If an employee is assigned in writing by the Department Head to assume the duties of a higher classification and is able to perform the duties of the higher classification, he/she shall receive a premium of the higher rate for all hours for which he/she is assigned in the higher classified work. This goes into effect for periods of 10 days or longer and is not retroactive.
- 16.14** The County shall, whenever possible, post any and all classes or training programs available to County employees.
- 16.15** **Regular part-time employees:** Regular part-time employees work a minimum of twenty (20) hours per week, shall be eligible for benefits as outlined in this Agreement on a pro-rata basis. Eligible part-time employees shall have the option of either participating in the County medical plan or not participating.

ARTICLE 17 - HOLIDAYS

- 17.1** The following days shall be declared paid holidays:

New Years' Day	January 1
Martin Luther King Jr.'s Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Fourth of July	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Day After Thanksgiving
Christmas Day	December 25

The County agrees that if during the course of this contract, the United States Government or the State of Washington designates a special holiday and it is in turn recognized, observed, and granted to all other employees by the County of Asotin, it will also be granted to employees covered by Local 1476-ACL's contract.

- 17.2** These eleven (11) holidays shall be designated as paid holidays for those employees who fill regular jobs.
- 17.3** **Floating Holidays:** In addition, there shall be one (1) paid holiday to be known as a floating holiday which may be taken by regular employees at their option with

department approval. The floating holiday must be taken in the calendar year in which they are earned.

17.4 If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay.

A) One and one half (1½) times his/her regular rate of pay for all hours worked.

17.5 Regular full-time employees who qualify for paid holidays will be paid eight (8) [or ten (10) if they are working a four/ten (4/10) shift] hours at their regular straight time rate for each of these holidays. Regular part-time employees shall be paid for holidays based on the ratio of scheduled time worked.

17.6 Employees hired as temporary employees for peak loads do not qualify for holiday pay as defined in Section 5 above.

17.7 A) **Employees working a 5-8 schedule Monday through Friday:**

Holiday on Saturdays or Sundays: Should an observed holiday fall on a Saturday, the preceding Friday shall be observed as the holiday; if any of these holidays fall on a Sunday, the following Monday will be observed as the holiday.

B) **Employees working a 4-10 schedule Monday through Friday:**

During a 4-10 workweek if a legal holiday falls on the weekday not normally worked, the preceding workday will be observed as the holiday.

C) **Employees working a 5-8 schedule Monday through Sunday or a 4-10 schedule Monday through Sunday:**

D) The employee working a five-eight (5-8) schedule at the Landfill on the Tuesday through Saturday shift will observe the holiday, if it falls on a Monday, on the next workday Tuesday.

Employees will observe holidays on the dates and days as set forth in Section 1 herein with the provisions of Section 7, subsection A and B, not being applicable. When an employee's regularly scheduled days off fall on a holiday, he/she shall be provided a choice of either compensatory time off in the amount of time equal to the number of hours regularly worked, or to be paid an amount equal to the amount the employee normally earns on his/her regularly scheduled working day. Such choice by the employee will be subject to approval by the employer.

17.8 Employees will not receive holiday pay for unworked paid holidays, in addition to non-occupational accident and sickness benefits or Workmen's Compensation.

17.9 The occurrence of a paid holiday in vacation will add a day to the vacation period. Such time off will be granted at the beginning or the end of the vacation period, or at any time following the vacation within the calendar year in which the vacation is taken.

17.10 All holidays shall be deemed to begin at the employee's regular scheduled starting time of said day and end at the employee's regular scheduled starting time on the following day or the employee's scheduled starting time and ending time.

ARTICLE 18 - VACATION

18.1 Every regular full-time employee shall be eligible for accrued paid vacation after six (6) months service with the Employer. Employees shall start to earn annual leave allowance as of their date of hire.

Annual leave allowance shall be earned annually and accrued monthly based on the following schedule:

		Yearly	40 Hour
A	0 - 4 years (0-48 mth)	13 days	8.67
B	5 - 9 years (49-108)	16 days	10.67
C	10 - 14 years (109-168)	19 days	12.67
D	15 - 19 years (169-228)	22 days	14.67
E	20 – 24 (229-288)	25 days	16.67
F	25 plus (289.....)	28 days	18.67

Vacation accrual shall not be greater than thirty (30) days by December 31st of each calendar year.

18.2 The employee shall be compensated for all accrued leave upon retirement or death up to a maximum of thirty (30) days. In the event of death, payment shall be made to the estate of the employee or surviving spouse.

18.3 Employees will have the right to use all vacation days in any manner he/she wishes. This is intended to mean that they may be used one at a time if he/she so desires.

18.4 Accumulated vacation leave shall be paid to an employee upon separation of employment with the County.

18.5 Vacation schedules should be arranged to offer flexibility in arranging individual vacation requests.

18.6 Vacation leave shall be earned by regular part-time employees based on the ratio of scheduled time worked. Temporary employees are not eligible for paid vacation leave.

18.7 Delete the Vacation conversion into VEBA of the VEBA memorandum.

Employees will be eligible to cash out one (1) workweek of vacation time if the employee has used a minimum of two (2) weeks of vacation during the calendar year. This cash out would be paid in the December payroll as determined by the Employer.

ARTICLE 19 - SICK LEAVE

19.1 Sick leave shall be earned at the rate of twelve (12) working days per year, or one (1) day per month, and indicated on the employee's records on a monthly basis.

19.2 An employee may use his/her sick leave as accumulated, except that new employees will be credited with six (6) sick days to be used as necessary until they have earned them. In the event that the employee is terminated before completion of their probationary period, any unearned sick days that have been used shall be deducted from their last paycheck.

19.3 Personal illness or physical incapacity resulting from causes beyond the employee's control, doctor and dentist appointments, as well as quarantine of employees in accordance with state or community health regulations are approved grounds for sick leave. Sick leave may be used in cases of sudden or serious illness to a member of the employee's immediate family, (as defined by State and Federal Law) or that which requires supervision.

- 19.4**
- A)** For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State Law.
 - B)** An employee injured on the job may use accumulated sick leave. When eligibility is determined by the Department of Labor & Industries and Worker's Compensation payment checks are received, the employee will surrender the endorsed checks to the County. Upon such receipt, the County will credit the employee with sick leave. The employee will be credited the number of sick leave hours as have been compensated by Worker's Compensation at the employee's regular rate of pay, to the nearest half (½) hour.
 - C)** Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
 - D)** Nothing herein pertains to permanent disability award.
 - E)** If an employee has no sick leave accumulated, the words "annual leave" may be substituted for sick leave.

- 19.5** Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time.
- 19.6** Upon each employee's anniversary date they will be given the option of banking their accumulated unused sick leave for the preceding twelve (12) months or of "buying" back the unused portion up to and including six (6) days at twenty-five percent (25%).
- 19.7** Sick leave shall be earned by regular part-time employees based on the ratio of scheduled time worked. Temporary employees are not eligible for paid sick leave.
- 19.8** Upon separation from employment by death or retirement, an employee or his/her heirs shall be paid for all accumulated sick leave, not to exceed ninety (90) days for all employees hired before 1987, and one hundred twenty (120) days at fifty percent (50%) for employees hired after 1987. Accumulated sick leave days shall not be used for calculating retirement benefits. This shall not apply to PERS I employees.
- 19.9** At the employee's option, sick leave payout upon retirement may be a lump sum payout or split into three (3) equal payments on the first paycheck of the month for three (3) months.
- 19.10** The minimum amount of time to be charged to sick leave will be thirty (30) minutes. Requests for sick leave time off in amounts less than thirty (30) minutes will be considered time worked with the approval of the employee's supervisor.
- 19.11** Employees will be responsible for their portion of the Paid Family and Medical Leave Act premiums.

ARTICLE 20 - JURY DUTY

- 20.1** Regular employees who lose work while absent on jury duty will be paid the difference between their regular straight time earnings less allowance for meals and travel, and their reimbursement as jurors or witnesses up to a maximum of eight (8) hours or ten (10) if on a four/ten (4/10) schedule for each day.
- 20.2** Employees who are required to appear in court as a result of their employment relations with the County will be paid regular straight time earnings and their reimbursement up to a maximum of eight (8) or ten (10) if on a four/ten (4/10) schedule, for each day.
- 20.3** Notwithstanding the above, employees who bring adverse court actions against the County shall not be eligible for time off with pay other than earned leave-time.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.1 Leave of Absence Without Pay:** Leave of absence without pay may be granted an employee for good and sufficient reasons. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence.
- A)** Upon written request of the employee, the Department Head may grant a regular employee a leave of absence; without pay not to exceed six (6) months. Approval of such leave shall be in writing and signed by the Department Head.
 - B)** An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave without pay. Moreover, the employee's anniversary date will be adjusted by the length of the leave granted. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or other equivalent position.
- 21.2** Leave for maternity purposes shall be granted in accordance with State statutes.
- 21.3 Leave of Absence for Union work:**
- A)** An employee, but not more than one (1) at a time, who is selected to fill the position of Area Representative of the Union may be granted a leave of absence without pay not in excess of one (1) year upon written application of such employee to the County.
 - B)** With the written approval of the Department Head, Local Union representatives may be given time off with pay to attend those conferences which assist the individual in his duties as an employee of the County of Asotin.
 - C)** Requests for time off or extension of this leave of absence may be made to the County upon written application from the employee.
 - D)** Such application must be made at least fourteen (14) days in advance of the date the extension is to become effective.
- 21.4 Military Leave:** Any full-time employee who is absent from work and on active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed twenty-one (21) days per year. It is the intent of this Section that it conform with Section 38.40.060 of the Revised Code of Washington.

ARTICLE 22 - TEMPORARY REPLACEMENTS

- 22.1** For the purpose of replacing personnel on leave due to the provisions of Article 21 of this Agreement, the County may hire a temporary employee to fill the place of an employee on leave of absence, only for the duration of that leave. Temporary employees will not be hired to replace or supplant a full-time bargaining unit position. The County may hire temporary or seasonal employees for up to six (6) months. If the County wishes to extend a temporary for good and sufficient reason, for more than six (6) consecutive months in any position in a twelve (12) month period, the County shall notify the Union in writing, of the reason for the extension, the approximate length of the extension and why the position should not be placed in the bargaining unit.

ARTICLE 23 - GRIEVANCE PROCEDURES

- 23.1** **Policy:** The parties recognize that the most effective accomplishment of the work of the County requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible. The principle of "work now, grieve later" shall be adhered to in the event of a contract dispute or grievance. (**Exception:** When an employee's life or health is placed in imminent peril).

23.2 **Definition:**

- A)** A grievance is an alleged violation of this Agreement or a dispute concerning a specific term or terms of this Agreement.
- B)** Grievances may be initiated by the County alleging violation of the Contract by the Union or its officers. Such grievances shall be filed with the Union Staff Representative within ten (10) working days of the incident prompting the grievance and shall be answered within fifteen (15) calendar days. Such grievances shall be subject to mediation-arbitration.

23.3 **Special Provisions:**

- A)** The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative. If an employee believes a conference could result in disciplinary action, he/she may request Union representation. The supervisor/manager requesting the conference shall either:
 - 1)** notify the employee that the meeting will have no disciplinary result, or

- 2) comply with the request and allow Union representation at the conference.
- B) A union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and after advance notice to the Department Head.
- C) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- D) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- E) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- F) Copies of all written responses and decisions involving grievances will be made available to the other party in a timely manner.

23.4 Procedure: To be reviewable under this procedure a grievance must:

- A) Concern matters or incidents that have occurred or are scheduled to occur.
- B) Result from an act or omission by management regarding aspects of this Agreement over which the County has control.
- C) Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to an employee.
- D) Specify the relief sought which is within the power of the County to grant.

23.5 Step 1 - Discussion With Immediate Supervisor: As soon as possible, but in no case later than ten (10) working days (not including employee vacations or holidays) after an employee has been reasonably aware of an alleged wrongful act, the employee shall first discuss his/her grievance on an informal basis with the Immediate Supervisor. The matter shall be discussed verbally and, if settled, no further action shall be taken.

23.6 Step 2 - Written Grievance to Immediate Supervisor: If the grievance is not resolved in Step 1, the grievance shall be submitted in writing within ten (10) working days from the date of the discussion in Step 1. The Supervisor shall make

an investigation of the relevant facts and circumstances of the complaint and provide a written response to the employee within ten (10) working days.

23.7

Step 3 - Written Grievance to Department Head: If the grievance is not settled at Step 2, then it may be submitted to the Department Head within ten (10) working days of the written response of the Immediate Supervisor. The Department Head shall hear the grievance within ten (10) working days of receipt and forward a written decision to the employee within ten (10) working days following said hearing.

A) Grievance Appealed to County Commissioners: If the employee is dissatisfied with the decision of the Department Head, he/she may, within ten (10) working days of the date of the Department Head's decision, request a review by the County Commissioners. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step 2 and the reasons therefore. The County Commissioners may hold a hearing and make such investigation as deemed necessary and shall forward a written decision to the employee within fifteen (15) calendar days, providing the reasons therefore.

23.8

Step 4 - Grievance Appealed to Arbitration:

A) A request for Arbitration shall be in writing and shall be submitted to the other party within ten (10) working days following the date of the reply made in Step 3. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

B) An Arbitrator shall be selected by rotation from the panel of Arbitrators.

C) The Arbitrator shall be limited to determining whether the County has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement.

D) The Arbitration Hearing shall be convened within thirty (30) calendar days after the selection process is completed. PERC rules and procedures shall govern the hearing.

E) The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

F) The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses and room rental.

G) A standing list of three (3) arbitrators shall be selected by the two sides of mutual agreement, or from a list of nine (9) names provided by PERC. These

arbitrators shall agree to serve on a rotating basis for the life of this Agreement unless removed.

- H) Either side may unilaterally remove a panel member at any time unless he/she has been assigned to hear a pending grievance. In the event of a removal, another arbitrator shall be selected as in the paragraph above.

23.9 Mediation/Arbitration: The selected arbitrator shall first convene a mediation/conciliation meeting in which he/she shall endeavor to bring the parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Union and the County.

Should no mediated settlement be possible, the arbitrator shall upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence may be kept to a minimum if mutually agreed by the parties. This informal hearing shall be concluded on the same day convened or the day following, if necessary.

The arbitrator shall, immediately upon conclusion of the hearing, make written decisions concerning the dispute resolution and provide a copy of the same to the grievant, the Union and to the County.

The hearing officer shall have no power to make punitive recommendations, but may recommend making the grievant whole. He/she shall remain strictly within the four (4) corners of the Agreement in making the settlement recommendations and shall consider no matters not covered within.

Each side shall bear its own expenses in this process and shall share equally the costs of the hearing officer.

ARTICLE 24 - UNION BULLETIN BOARDS

24.1 The County agrees to furnish bulletin boards on which the Union may post notices of general interest and notices of the Union meetings. Posted notices shall not contain material that is derogatory in nature. Four (4) locations for bulletin boards will be mutually agreed upon by the County and the Union, and the Union will be provided a space of not more than two feet by three feet of each board. Location of bulletin boards must meet the County need to satisfy the posting requirements of such regulatory agencies as EEOC, OSHA, etc.

ARTICLE 25 - UNION VISITS

25.1 The County shall admit to the County property during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the County. Such Union representative(s) shall make arrangements for such visits with the Department Head or his designated representative, before entering the County premises.

ARTICLE 26 - STEWARDS AND OFFICERS

26.1 Selection and Certification:

- A) No more than one (1) employee in each job site may be designated by the Union as a Union Steward unless mutually agreed by the Union and the County.
- B) Every Steward shall be recognized as a representative of the Union.
- C) The names of the Stewards and Officers shall be certified in writing by the Union to the County within ten (10) days after this Agreement is signed and thereafter, within the (10) days after any change in the designation of the Union Officers or Stewards.

26.2 Duties of the Stewards and Officers:

- A) The Steward or one (1) Union Officer, as requested by aggrieved employee, may engage in the adjustment of grievances with County representatives on County time within the regularly scheduled work hours of the Steward or Officer.
- B) The Steward or Officer shall not leave his job in order to contact other employees regarding Union business without prior permission from the immediate supervisor.
- C) The Steward or Officer has no authority to give orders regarding work assignments to any employee or to take strike action interrupting the County's business. The County shall have authority to impose disciplinary action in the event a Steward or Officer acts without authority in this regard.
- D) The Steward or Officer will be permitted to leave his/her job in order to investigate and adjust grievances as soon as a replacement can be obtained for him/her.

ARTICLE 27 - SAFETY AND HEALTH

- 27.1** The Union and County shall establish a Departmental Safety Committees which will review accident reports, safety procedures and policies. The Committee shall hold regular meetings and minutes of the meetings shall be provided by each party.

ARTICLE 28 - HEALTH CARE INSURANCE

- 28.1 Dental and Vision Plan:** Effective 1-1-2023 the Employer will pay and provide vision and full family dental coverage to all employees for the term of this agreement.

- 28.2 Major Medical:** Effective January 1, 2023 the County agrees to cover the full cost of the employee only medical insurance premiums for the life of this agreement 2023, 2024 and 2025.t
- 28.3** The County shall pay the premium for life insurance coverage to twenty-four thousand dollars (\$24,000) for the term of the Agreement.
- 28.4** The County has set up an IRS Code 125 Plan for employee participation.

ARTICLE 29 - SEPARABILITY

- 29.1** It is agreed that none of the provisions included in the Agreement or its supplements may be interpreted in any manner which would conflict with any State or Federal statutes. If any provision in this Agreement or its supplements shall be held invalid due to the Federal or State statutes, the remainder of this Agreement will not be affected.

Should one party determine that a feature of the Agreement must be severed because of legal ruling, legislative action or comparable action by an agency with appropriate authority, the party making this determination shall notify the other party. Should the party notified disagree as to the severance, then the contract feature in question shall be temporarily suspended in operation; and the two parties shall seek an early, amicable resolution (declaratory judgment or another mutually agreed method). Any grievances filed due to the suspension of that contract features may be placed on hold pending such mutual methods of resolution.

If any portion of this Agreement is excised or modified by any of the above cited actions, the parties shall immediately enter into negotiations for replacement language.

ARTICLE 30 - NO STRIKE, NO LOCKOUT

- 30.1** There shall be no strikes, interruption of, or interference with work by the Union or its members, no lockout by the County during the period of this Agreement; provided, however, that the County shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the County's opinion, to permit continuation of its operations. This provision shall in no way abridge or restrict those rights reserved to the County by this Agreement. Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the County shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the County's request in writing. Upon receiving notice of a strike, slowdown, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

ARTICLE 31 - LAYOFFS

- 31.1** The County Commissioners/Department Head shall be the sole determiner of when layoffs are necessary.
- 31.2** In the event of a reduction in work force due to layoffs, the County will notify in writing both the affected employees and the Union at least ten (10) working days in advance of the effective date. Such notification will include the names and classifications scheduled for layoff.
- 31.3** Within each classification layoffs will be made according to bargaining unit seniority (see Article VIII) for definition of seniority).
- 31.4** Employees designated to be laid off will be eligible for transfer, promotions, or demotion into any open position in any other classification for which they meet the minimum qualifications. The County will make every reasonable effort to accomplish layoffs through attrition and transfers and/or voluntary retirement.
- 31.5** Employees are eligible for recall from layoff for twelve (12) months or time served, whichever is less, and no benefits shall accrue during such term of layoff. Employees shall be recalled in inverse order of layoff by job classification and the County shall not hire from the open market while employees on the recall list are eligible for re-employment.
- 31.6** Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the last address to record. It is the employee's responsibility to keep the County advised of his/her whereabouts.
- 31.7** Employees on layoff who have been offered re-employment by registered mail, and who fail to acknowledge availability for work within forty-eight (48) hours after receipt of notice, or who have failed to report to work within fourteen (14) consecutive calendar days after reporting availability, shall be removed from the layoff list and forfeit all re-employment rights. It shall be the employee's responsibility to ensure the Employer has a current mailing address.

ARTICLE 32 - SUPPLEMENTAL AGREEMENT

- 32.1** This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and County officials. Supplemental agreements thus completed shall become a part of this Agreement and subject to all of its provisions.

ARTICLE 33 - WAGES

33.1 Effective upon ratification 2023 wages shall be increased by two dollars (\$2.00) across the board.

Effective January 1, 2024 wages shall be increased by two and a half percent (2.5%) across the board.

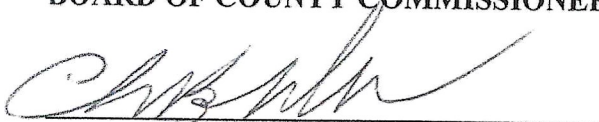
Effective January 1, 2025 wages shall be increased by two half percent (2.5%) across the board.

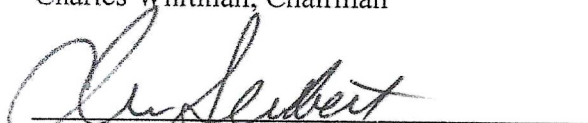
ARTICLE 34 - TERM OF THE AGREEMENT

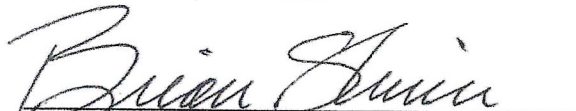
The Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025.

IN WITNESS THEREOF, The parties hereto have set their hands this 28th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS


Charles Whitman, Chairman


Chris Seubert, Vice Chair


Brian Shinn, Member

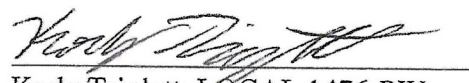
Attest:


Stacey Harman, Clerk of the Board

Kevin Wesley, County Representative

FOR THE UNION


Rick Miller, LOCAL 1476-PW


Kody Triplett, LOCAL 1476-PW

LOCAL 1476-PW


Laura Hanson, Union Staff Representative

2023 Pay Plan
Public Works Union Contract
(2023 - 2025)

CLERICAL	\$2.00	0 - 6 Months	6 - 18 Months	18+ Months
Lanfill Computer Operator/Facility Technician	\$	17.14	\$18.03	\$18.93
Stormwater Utility Clerk	\$	17.14	\$18.03	\$18.93

PUBLIC WORKS	\$2.00	0 - 6 Months		6+ Months
Shop Foreman				\$27.92
Landfill Foreman				\$27.66
Road Foreman				\$27.66
Stormwater Foreman				\$27.66
Mechanic (No CDL)				\$24.87
Mechanic (With Class A CDL)				\$25.87
Landfill Operator		\$24.90		\$25.61
Operator		\$24.90		\$25.61
Stormwater Operator		#REF!		\$25.61
Truck Driver		\$24.08		\$24.90
Laborer				\$24.08
Field Engineering Tech 3		\$26.55		\$27.66
Field Engineering Tech 2		\$24.08		\$26.12
Field Engineering Tech 1		\$23.33		\$24.08
Geographical Information Systems (GIS)				\$28.31
Community Development Specialist		\$24.08		\$26.12
Landfill Technician 1		\$23.33		\$24.08
Landfill Technician 2		\$24.08		\$26.12

.	\$2.00	1st Year	Thereafter	
Temporary Summer Help		\$16.33	\$18.67	

STEPS (Levels)

2080

	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 9 Yr	\$175	\$1.01
D = 10 - 14 Yr	\$225	\$1.30
E = 15 - 19 Yr	\$275	\$1.59
F = 20 - 25 Yr	\$325	\$1.88
G = 25 - 29	\$375	\$2.16
H = 30 - 34 yr	\$400	\$2.31
I = 35+ yr	\$425	\$2.45

2024 Pay Plan
Public Works Contract
(2023 - 2025)

CLERICAL	2.5%	0 - 6 Months	6 - 18 Months	18+ Months
Lanfill Computer Operator/Facility Technician		\$17.57	\$18.48	\$19.40
Stormwater Utility Clerk		\$17.57	\$18.48	\$19.40

PUBLIC WORKS	2.5%	0 - 6 Months		6+ Months
Shop Foreman				\$28.62
Landfill Foreman				\$28.35
Road Foreman				\$28.35
Stormwater Foreman				\$28.35
Mechanic (No CDL)				\$25.49
Mechanic (With Class A CDL)				\$26.52
Landfill Operator		\$25.52		\$26.25
Operator		\$25.52		\$26.25
Stormwater Operator		#REF!		\$26.25
Truck Driver		\$24.68		\$25.52
Laborer		\$24.08		\$24.68
Field Engineering Tech 3		\$27.21		\$28.35
Field Engineering Tech 2		\$24.68		\$26.77
Field Engineering Tech 1		\$23.91		\$24.68
Geographical Information Systems (GIS)				\$29.02
Community Development Specialist		\$24.68		\$26.77
Landfill Technician 1		\$23.91		\$24.68
Landfill Technician 2		\$24.68		\$26.77

.	2.5%	1st Year	Thereafter	
Temporary Summer Help		\$16.74	\$19.14	

STEPS (Levels)

2080

	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 9 Yr	\$175	\$1.01
D = 10 - 14 Yr	\$225	\$1.30
E = 15 - 19 Yr	\$275	\$1.59
F = 20 - 25 Yr	\$325	\$1.88
G = 25 - 29	\$375	\$2.16
H = 30 - 34 yr	\$400	\$2.31
I = 35+ yr	\$425	\$2.45

2025 Pay Plan
Public Works Contract
(2023 - 2025)

CLERICAL	2.5%	0 - 6 Months	6 - 18 Months	18+ Months
Lanfill Computer Operator/Facility Technician		\$18.01	\$18.94	\$19.89
Stormwater Utility Clerk		\$18.01	\$18.94	\$19.89

PUBLIC WORKS	2.5%	0 - 6 Months		6+ Months
Shop Foreman				\$29.34
Landfill Foreman				\$29.06
Road Foreman				\$29.06
Stormwater Foreman				\$29.06
Mechanic (Non-CDL)				\$26.13
Mechanic (Class A CDL)				\$27.18
Landfill Operator		\$26.16		\$26.91
Stormwater Operator		\$26.16		\$26.91
Operator		\$26.16		\$26.91
Truck Driver		\$25.30		\$26.16
Laborer		\$24.68		\$25.30
Field Engineering Tech 3		\$27.89		\$29.06
Field Engineering Tech 2		\$25.30		\$27.44
Field Engineering Tech 1		\$24.51		\$25.30
Geographical Information Systems (GIS)				\$29.75
Community Development Specialist		\$25.30		\$27.44
Landfill Technician 1		\$24.51		\$25.30
Landfill Technician 2		\$25.30		\$27.44

.	2.5%	1st Year	Thereafter	
Temporary Summer Help		\$17.16	\$19.62	

STEPS (Levels)

2080

	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 9 Yr	\$175	\$1.01
D = 10 - 14 Yr	\$225	\$1.30
E = 15 - 19 Yr	\$275	\$1.59
F = 20 - 25 Yr	\$325	\$1.88
G = 25 - 29	\$375	\$2.16
H = 30 - 34 yr	\$400	\$2.31
I = 35+ yr	\$425	\$2.45