Collective Bargaining Agreement

By And Between

Pacific County, Washington

And

Local 367

Of The

Washington State Council Of County And City Employees

And The

American Federation of State, County and Municipal Employees (AFL-CIO)

July 1, 2014-December 31, 2016

FINAL

Table of Contents

Preamble 3
Article 1 - Definitions 3
Article 2 - Recognition 5
Article 3 - Management Rights 7
Article 4 - Employee Rights 8
Article 5 - Non-Discrimination 8
Article 6 - Restriction of Solicitation 9
Article 7 - Political Activity 9
Article 8 - Driving Record 9
Article 9 - Personnel Records 10
Article 10 - Probationary Period 10
Article 11 - Temporary Employees 11
Article 12 - Transfer 11
Article 13 - Promotion 12
Article 14 - Demotion 12
Article 15 - Outside Employment 13
Article 16 - Resignation 13
Article 17 - Reduction in Force 13
Article 18 - Discipline and Appeal 14
Article 19 - Grievance Procedure 16
Article 20 - Hours of Work 17
Article 21 Rest Break 18
Article 22 - Jury Duty 19
Article 23 - Military Leave 19
Article 24 - State Worker's Compensation 19
Article 25 - Parental/Family/Serious Health Condition Leave 20
Article 26 - Leave Without Pay 21
Article 27 - Travel Expenses 22
Article 28 - Emergency Response 22
Article 29 - Safety 22
Article 30 - Compensation 23
Article 31 - Deferred Compensation 25
Article 32 - Group Insurance 25
Article 33 - Holidays 27
Article 34 - Annual Leave., ... 27
Article 35 - Medical Leave 29
Article 36- Domestic Violence Leave 30
Article 37 - Embodiment 31
Article 38 - No Strike, Slow-up, or Work Stoppage 31
Article 39 - Savings and Severability 31
Article 40 - Agreement 31
APPENDIX A 33

PREAMBLE

THIS AGREEMENT, together with any addenda, attachments or amendments made and entered into by and between the County of Pacific, State of Washington, hereinafter referred to as the "County," and the Washington State Council of County and City Employees, Council 2, AFL-CIO, and its AFSCME Local 367, hereinafter referred to as the "Union."

The parties intend this Agreement: to assure sound and mutually beneficial working and economic relations; to provide an orderly and peaceful means of resolving the misunderstandings or differences which may arise; and to set forth herein the basic and full agreement concerning rates of pay, wages, benefits, hours of employment, and other conditions of employment and mutual concern.

The objective of this Agreement is to facilitate efficient service to the public and to provide a personnel management system within County government that deals with all employees in an equitable and uniform manner and to inform all personnel of their rights and responsibilities. Moreover, the intent of this Agreement is to recognize that the County shall employ the most qualified persons available; that tenure of every employee shall depend upon the need of the work performed, availability of funds, effective performance, good conduct, and continuing fitness for his or her position; that each employee shall be prepared and expected to perform at optimum level; that the concept of equal opportunity employment is a necessary element of merit system principles; and that no appointment to, promotion to, removal from, or discipline in any position in the County shall be negatively influenced because of race, creed, color, national origin, sex, age, marital status, veterans status, sexual orientation, or the presence of any sensory, mental or physical disability.

That in consideration of the terms and conditions contained and attached and made part of this Agreement, the parties hereto covenant and agree to as follows:

ARTICLE 1 – DEFINITIONS

Board: The Pacific County Board of Commissioners.

Continuous Service: Employment without interruption except for authorized leaves of absence with pay, authorized leaves of absence without pay granted in accordance with Article 24 - State Workers' Compensation and Article 25 - Parental/Family/Serious Health Condition Leave, or due to authorized leaves of absence without pay granted in accordance with Article 26 for extended medical problems involving the employee or a member of his/her immediate family.

Date of Hire: The date of hire as confirmed by the Board to fill a vacancy or position opening

Days: Calendar days, unless specifically stated as "working" days.

Discrimination: The act of showing a partiality or prejudice in treatment, action or policies directed against a protected class membership.

Grievance: An alleged wrong or dispute considered by the Union as grounds for complaint that pertains to employment conditions covered by this Agreement, or to its application, meaning or interpretation.

Harassment: A knowing and willful course of conduct serving no legitimate job-related purpose, that is directed at a specific person, which seriously alarms, annoys, or harasses such person and which would cause a reasonable person to suffer substantial emotional distress.

Immediate Family: Includes (1) the employee's spouse, (b) the parents, grandparents, brothers, sisters, children, grandchildren, or the step parents, step grandparents, step brothers and sisters, step children and step grandchildren, and parent-in-laws of the employee or the employee's spouse, and, (c) any other blood or legal relative living in the employee's residence. It may also include the employee's domestic partner, provided, the domestic partner has resided in the employee's residence for the most recent six (6) months.

Layoff: The involuntary reduction of hours below forty (40) hours per week or below an employee's normal workweek or work month, or an involuntary reduction in force by termination of employment for reasons due to insufficient work load and/or funds.

Road Crew/Mechanic Maintenance Division: The division of the Department of Public Works responsible for the construction, maintenance, and repair of roads and the repair and maintenance of equipment and machinery.

Notice: A statement reduced to writing and delivered, either personally or by means of the United States Postal Service, to the Official or the employee, as the case may be, at their respective addresses.

Official: The Pacific County Director of Public Works or his/her designee acting in the course of official duties.

Persons of Disability: Persons with permanent physical, mental, or sensory impairment, which substantially limits one or more major life activities. Physical, mental or sensory impairments means: (a) Any physiological or neurological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems or functions; or (b) any mental or psychological disorders such as mental retardation, organic brain syndrome, emotional or mental illness or any specific learning disability. The impairment must be material rather than slight, and permanent in that it is seldom fully corrected my medical replacement, therapy or surgical means.

Prohibited Harassment: Comments, slurs, jokes, innuendoes, cartoons, pranks, physical contact, etc., which discomforts or humiliates the person at whom the conduct is directed. Prohibited harassment also includes negative actions based upon an employee's participation in activities identified with or promoting the interests of the protected classes.

Protected Class: A group of or class of people whose rights are protected due to their race, creed, color, national origin, age, sex, marital status, employee association membership, union activities, veteran status, sexual orientation, or the presence of disabilities.

Qualified: Meeting the minimum qualifications included in the official position description.

Regular Position: A position for which it is anticipated that the job will exist regularly, not temporarily or seasonally, and will exist beyond five (5) months.

Seniority: Priority of an employee based on the length of the employee's continuous service to the County since the employee's last date of hire.

Sexual Harassment: The unwelcome physical, verbal, or visual conduct of a sexual nature when:

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
(2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or;
(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is further defined to be behavior of a sexual nature, which the member has previously communicated to the perpetrator as being unwelcome and unacceptable.

Supervisor: Person designated by the Official to act on behalf of the Official in the administration of division, programs, projects or duties.

Temporary Position: A position for which it is anticipated that appointment and job will exist and be required not more than five (5) months within any twelve (12) month period regardless of the hours worked per month. Once a temporary position exists beyond five (5) months within any twelve (12) month period, it shall automatically become a regular position. These employees will be hired solely for the purpose of augmenting the regular work force.

ARTICLE 2 – RECOGNITION

SECTION 2.1 The County agrees to recognize the Union as the collective bargaining agent on wages, benefits, hours and working conditions for all regular employees of the Pacific County Department of Public Works whose position classification appears on the following list:

Job Classification (Title)
Lead Person
Mechanic
Road Maintenance Technician I
Road Maintenance Technician II
Sign Technician I
Sign Technician II
Drainage Maintenance Technician I
Drainage Maintenance Technician II
Traffic Control Maintenance Technician

SECTION 2.2 The Union agrees to exempt from its membership and representation those employees of the Pacific County Department of Public Works whose position classification appears below:

A. Director of Public Works
B. County Engineer
C. Operations Manager
D. Assistant Director of Public Works
E. Road Supervisor
F. Shop Foreman
G. Surface Water Manager
H. Members of Local 367C
I. Telecommunications Engineer
J. Assistant Telecommunications Engineer/Facility Manager
K. Accounting Manager
L. Maintenance Electrician/Electronics Engineer
M. Engineering Services Manager
N. Information Services Manager

The Employer will provide notification to the Union when any non-union positions are created, posted and/or filled.

SECTION 2.3 In the cases of new classifications, should a mutual agreement between the County and the Union not be obtainable as to Union eligibility, the Public Employment Relations Commission (PERC) shall review the proposed position and render a written opinion of its findings as to inclusion to, or exclusion from, the Union. Such opinion shall be binding on both parties.

SECTION 2.4 It is agreed that all employees filling regular positions represented by the Union shall become members of the Union within thirty (30) days of employment and shall remain in good standing with the Union. The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member are safeguarded in accordance with RCW 41.56.122.

SECTION 2.5 Upon signed authorization of each employee covered by this Agreement, the County agrees to deduct from the employee's monthly wages, monthly dues owing to the Union as a result of membership therein and to forward same to the Washington State Council of County and City Employees, Council #2. The Union agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made unless claim of error is made in writing to the County within forty-five (45) days after the date of such deductions were or should have been made.

SECTION 2.6 The County and Union shall jointly maintain an official job description file. This file shall be located in the office of the Clerk of the Board. Every current job description shall be kept in this file. The Union shall receive timely notice of the removal or alteration of a current job description or the addition of a new job description. Any job description not in the file shall not be recognized as a current and existing job description.

ARTICLE 3 – MANAGEMENT RIGHTS

SECTION 3.1 Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the County reserves all customary management prerogatives including, but not limited to, the right to:

A. Establish, plan for, and direct the work force toward the organizational goals of County government.
B. Determine the organization, necessity, and level of activity or service provided to the Public.
C. Determine the County budget and financial policies, including accounting procedures.
D. Establish, regulate and administer a personnel system providing for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention and classification of positions. If the County establishes a new classification of employee, and that position is clarified into the bargaining unit by agreement or Public Employment Relations Commission (PERC) unit clarification procedures, the County and the Union will negotiate the wage rate for such position.
E. Assign employee as temporary lead person, sign tech, drainage tech for a period not to exceed six (6) months. Employee will be provided out-of-class pay per Section 30.5
F. Discipline or discharge of employees.
G. Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof.
H. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.
I. Consistent with Article 20 - Hours of Work, assign work to and schedule employees in accordance with classifications and position descriptions and to establish and change work schedules.
J. Relieve or transfer any employee from duty due to lack of work or insufficient funds in the Road and/or Equipment Rental and Revolving (ER&R) Funds.
K. Take all actions necessary to carry out the mission of the County in emergencies.
L. For economic reasons, contract for services presently being performed by Union members, provided:

    1) The County shall notify the affected employee(s) and the Union not less than sixty (60) days prior to implementation of such a contract, and wherever possible shall transfer such employee(s) to an unfilled position for which the employee qualifies.

    2) Article 18 - Reduction in Force, shall apply to such employee(s) such that employees laid off due to subcontracting will be available to fill any other existing position for which qualified.

    3) The final decision to contract for service shall be made by the County. However, the County shall meet with the Union and allow the Union the opportunity to propose alternatives to subcontracting for services.

SECTION 3.2 The above-cited Management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights, which belong to the County. It is understood that any of the rights, power and authority the County had prior to the signing of this Agreement are retained by the County.

ARTICLE 4 – EMPLOYEE RIGHTS

SECTION 4.1 Union Business - Union officials and shop stewards shall be permitted to perform Union business relating to the items of working conditions and to grievances without reprimand provided that such activities do not disrupt normal work schedules. Actual collective bargaining and the processing of grievances shall be done at mutually agreed times and places and participation shall be limited to the Union President, or designee, and two (2) negotiation team members.

SECTION 4.2 Collective Bargaining - Selected Union members shall receive their normal compensation for attending actual collective bargaining sessions or grievance hearings occurring during regular working hours. The County has the option of requiring all collective bargaining sessions to occur outside of the normal workday. No compensation will be paid for preparation for collective bargaining.

SECTION 4.3 Union Activities - Officers and Shop Stewards shall be allowed up to a total of (10) days' leave of absence annually for Union activities. Request for such leave shall be in writing and submitted to the Official at least one week prior to the commencement of the leave. Such leave will be granted at the discretion of the Official. However, not more than four (4) employees may be on leave at a given time; two (2) from the South County crew and two (2) from the North County crew. Employees may elect to use annual leave or leave without pay.

ARTICLE 5 – NON-DISCRIMINATION

SECTION 5.1 All parties individually agree not to discriminate because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, union membership, union activities, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

SECTION 5.2 In this Agreement, words of gender refer equally to either sex.

SECTION 5.3 It is agreed that the County intends to provide equality of opportunity, consideration, and treatment for all employees in all phases of employment.

SECTION 5.4 Discrimination, harassment, including sexual harassment, and conduct of similar nature is forbidden against employees.

SECTION 5.5 Upon notification to the County Prosecuting Attorney or a deputy prosecuting attorney, or to the County Risk Manager by an offended employee or the Union, the Employer shall take corrective action to ensure that any such unwelcome practices are remedied and that

such harassment/discrimination does not continue. Disciplinary action will be taken against employees and supervisors who engage in any activities that are prohibited under this Article. Reprisal against the complainant or witnesses is prohibited.

ARTICLE 6 – RESTRICTION OF SOLICITATION

Peddling or soliciting for sale or donation of any kind on County premises or during regular working hours is not allowed without the express written consent of the Official.

ARTICLE 7 – POLITICAL ACTIVITY

SECTION 7.1 The rules governing political activities of employees shall follow the provisions of state or federal statutes.

SECTION 7.2 Solicitation for, or payment to, any partisan political organization or for any partisan political purpose or any compulsory assessment or involuntary contribution is prohibited. No person shall solicit on County property any contribution to be used for partisan political purposes.

ARTICLE 8 – DRIVING RECORD

SECTION 8.1 Driving Records - A member shall hold a valid Washington State Driver's License and allow the member's driving record, including a certified Drivers Abstract, to be periodically evaluated. The evaluation of driving records shall not be used for the purpose of disciplinary action, unless employees fail to report the suspension or loss of their driver's license, for positions in which a driver's license is a bonafide job requirement.

SECTION 8.2 CDL Licenses - All position classifications, except for Road Maintenance Technician I and Traffic Control/Maintenance Technician, shall hold a Class "A" Commercial Driver's License without Air Brake restriction and Tanker endorsement.

Each employee is responsible for renewal of their CDL and providing documentation of such to the County. Employee may use sick time, if needed, for required physical examination by provider. The County will provide one written notice to the employee two (2) months prior to the expiration of their CDL.

SECTION 8.3-CDL REIMBURSEMENT

The County will reimburse the employee for 100% of the cost of their initial and biannual renewal CDL physical and license endorsement fees with a copy of a denial from their insurance coverage provider for CDL and receipt for payment by the member.

ARTICLE 9 – PERSONNEL RECORDS

SECTION 9. A personnel file for each employee is kept in the main office of the Department of Public Works, but separate from the Drug and Alcohol Testing records for the Employer's Fit For Work Policy. Access to the personnel files is limited to the Official and his/her departmental designee(s) and the employee and the employee's authorized representative. An employee's personnel file contains the employee's name, title and/or position held, position description, the assigned division, headquarters or work area, rate of pay, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other information pertinent to the employee's employment with the County.

SECTION 9.2 Personnel files are kept confidential to the maximum extent permitted under Chapter 42.17 RCW. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press and unauthorized employees, without a written request having been first approved by the County Prosecuting Attorney or his/her designee.

SECTION 9.3 Any member has the right to review and/or copy all material that is contained in his/her personnel file. Further, a member may, in writing, authorize his/her bargaining representative access to and the ability to copy all material contained in the member's personnel file. A member may request removal of irrelevant or erroneous information in his/her file. If the member's request to remove the information is denied, the member may file a written rebuttal statement that will be placed in his/her personnel file. Information placed in the file, except for routine documents, which may affect the appraisal of an employee's performance, either positively or negatively, shall have the employee's signature or initials affixed. If an employee refuses to sign or initial any document(s) when given the opportunity, the document(s) may be placed in the employee's personnel file with the signature of the employee's Official noting the employee's refusal to acknowledge.

SECTION 9.4 A Medical File for each employee will be kept in the main office of the Department of Public Works in a secure location. The Medical file will keep all records containing any protected personal health information such as, records of Drug and Alcohol Testing obtained in accordance with the employer's Fit For Work Policy, LNI reports, accident or injury report forms, etc. This information is considered confidential and are communicated to the Official or his/her departmental designee(s) and the employee's supervisor only on a strict "need-to-know" basis.

SECTION 9.5 Copies of an employee's time sheets shall be made available to the employee, upon written request of the employee.

ARTICLE 10 – PROBATIONARY PERIOD

SECTION 10.1 A new member shall serve a probationary period of six (6) months; provided that an additional six (6) months will be available for the Official to have equipment operator proficiency certification and/or drug and alcohol testing conducted when such could not be reasonably arranged during the initial six (6) month period. Probation is an extension of the selection process and failure of it does not constitute any right to appeal under this Agreement. Employees on probation may be terminated at the will of the Official, after review by the Board.

SECTION 10.2 Upon successful completion of the initial probationary period and any extensions, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed. The date of hire shall be as defined in Article 1.

SECTION 10.3 Rejected probationers shall be notified of such action in writing, by the Official, at any time during the probationary period and a copy of said notification shall be retained in the personnel file.

ARTICLE 11 – TEMPORARY EMPLOYEES

SECTION 11.1 Appointment to County employment on other than a regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

A. Substitution for a regular employee who is absent;
B. When it is necessary to fill short-term or seasonal employment; and/or
C. During a state of disaster or emergency.

SECTION 11.2 Temporary employees shall serve at the discretion of the Official. No temporary appointment shall exceed five (5) months within any twelve (12) month period regardless of the hours worked per month. Once a temporary position exists beyond five (5) months within any twelve (12) month period, it shall automatically become a regular position.

ARTICLE 12 – TRANSFER

SECTION 12.1 Transfer to a New Position (Job Classification) - Transfers may only occur when there is a management recognized position opening. Employees may be transferred to a new position (job classification) provided they have satisfactorily completed their initial probationary period, and possess the minimum qualifications for the position being considered. These employees shall have 60 days to request reversion back to their original work location. These requests shall be granted by the County within two (2) weeks of receipt of any such request. Further, if the County determines that the transferred employee's performance in the new position is not satisfactory, the County may reassign him/her to the position held prior to transfer.

SECTION 12.2 Lateral Transfers — Employees who are laterally transferred to a different work location in the same job classification shall not be subject to a probationary period. These employees shall have 60 days to request reversion back to their original work location. These requests shall be granted by the County within two (2) weeks of receipt of any such request. Further, if the County determines that the transferred employee's performance in the new position is not satisfactory, the County may reassign him/her to the position held prior to transfer.

SECTION 12.3 Application of Agreement - A transfer to a new position or lateral transfer shall not be used to circumvent the requirements of this Agreement regarding promotions, demotions, or termination. Temporary transfers to meet urgent or emergency needs shall be permitted.

ARTICLE 13 – PROMOTION

SECTION 13.1 Vacancies shall be filled by the most qualified individuals. Between regular employees with sufficient qualifications, preference shall be given to the employee with the most seniority. All vacant or new positions will be posted for at least one (1) week in each headquarters before the application closing date.

SECTION 13.2 Employees who are promoted must complete a six (6) month trial service period. Those who fail the 6-month trial service period including employees who promote out of the bargaining unit and into a non-union position shall reassume the regular appointment held prior to promotion without prejudice. Employees, who promote to a non-union position within the Public Works Department, shall have their Union seniority frozen until the trial service period is successfully completed. If the trial service period is unsuccessful or if the employee returns voluntarily from a non-union position to their bargaining unit position within the trial service period, the employee's seniority will not reflect the time spent in the trial service period.

SECTION 13.3 Upon completion of the probationary period, a Road Maintenance Technician I (RMT I) may be eligible for promotion to the classification of Road Maintenance Technician II, provided he/she meets the requirements and qualifications of the position description for Road Maintenance Technician II. Such promotion is not dependent upon a vacancy or position opening. The decision to move an RMT I to an RMT II position shall rest with the Official and shall be based on the employee's ability to meet the classification requirements.

SECTION 13.4 However, after twenty-four (24) months in the RMT I classification and obtaining a Washington State Commercial Driver's License, Class "A" without brake restriction, there will be an automatic reclassification to RMT **II.** Such reclassification shall be effective the first full month following the completion of these requirements

SECTION 13.5 Employees, who are temporarily assigned to a non-union position, shall retain their union status and seniority during the temporary assignment.

ARTICLE 14 – DEMOTION

No employee shall be demoted to a position for which they do not possess the minimum qualifications. An employee being involuntarily demoted shall be notified, in writing, at least two (2) weeks prior to demotion. An employee may be demoted:

A. When standard performance falls below that established for the particular class;
B. When the employee becomes physically or mentally incapable of performing the duties of the position;
C. In lieu of layoff (any demotion to prevent layoffs may be reversed when the employee's previous position is re-opened); and
D. Upon employee's request.

ARTICLE 15 – OUTSIDE EMPLOYMENT

An employee shall not engage in employment other than the assigned County job if such employment interferes with the efficient performance of the employee's County job, or constitutes a conflict of interest.

ARTICLE 16 – RESIGNATION

An employee wishing to leave the County service in good standing shall at least two (2) weeks before leaving, file with the Official a written statement containing the effective date of resignation. The time limit of the resignation may be waived at the discretion of the Official. The Official shall forward a copy of the resignation to the personnel file of the employee.

ARTICLE 17 – REDUCTION IN FORCE

SECTION 17.1 The Official may lay off employees, or reduce the hours the employee works, for lack of work, budgetary restrictions, or other changes that have taken place. The employee is to be given at least sixty (60) days' notice, except in cases of emergency, before such layoff is effective.

SECTION 17.2 No regular Union member shall be laid off because of lack of funds while another person in any work area of the Department of Public Works Road Crew/Mechanic Maintenance Division is employed on a probationary or temporary basis in a position for which the regular employee is qualified.

SECTION 17.3 If there is a reduction in force, it will be done on the basis of seniority so that the last person hired will be the first person to be laid off and the last person laid off will be the first person re-hired.

SECTION 17.4 The name of the employee being laid off, or reduced in hours shall be placed on a reemployment list according to job classification and seniority. The employee shall remain on the reemployment list and shall retain his/her seniority for eighteen (18) months. The employee shall be responsible for notifying the County of any change in address, telephone number or employment status. Whenever a position represented by this bargaining agreement within the department is open, and a reemployment list is valid, the Official shall notify the most senior qualified member laid off, or reduced in hours by certified mail of said position. An employee offered re-employment by certified mail must decide and provide written notification if they will accept the re-employment offer within five (5) working days or receipt of the certified mail and be available for work within fourteen (14) calendar days of written notice of the opening. Failure to contact the Official, or to pick up the certified mail notice within five (5) working days or report to work within fourteen (14) calendar days once an offer of employment has been accepted in writing shall constitute forfeiture of all rights under this Article. If a laid-off or reduced-hour employee fails within five (5) working days to respond to or accept a position vacancy that is equal to or greater in pay than the previously held position, the individual shall be removed from the re-employment list.

SECTION 17.5 An employee scheduled to be re-employed may be required to demonstrate that his/her CDL is current and valid. Failure to demonstrate that his/her CDL license is current and valid at the time of reemployment offer shall result in revocation of the offer for reemployment and removal of the employee from the reemployment list. An employee recalled to a position that he/she previously held prior to reduction in force, for which he or she successfully satisfied his/her probationary period, shall not be required to serve an additional probation period upon re- employment.

ARTICLE 18 – DISCIPLINE AND APPEAL

SECTION 18.1 **Discipline -** The County will attempt at all times to operate its business in the most efficient, polite, economical and orderly manner consistent with good management practices. All employees shall conduct themselves in a manner that will be consistent with established rules and regulations. Disciplinary action is not intended to be punitive, but rather to inform the employee of required improvements, and maintain the efficiency of day-to-day operations, and in keeping with sound principles of human relations in the County services. Supervisors shall administer disciplinary action as described under this section in private.

The degree of discipline administered depends on the severity of the infraction. It is the responsibility of the Official to evaluate thoroughly the circumstances and facts as objectively as possible. Disciplinary action or measures shall, except for probationary employees, be taken only for just cause and will include the following steps, which may occur in the order listed below, unless the actions of the employee warrant more severe measures:

1. Verbal warning
2. Written warning
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing)
5. Discharge (notice to be given in writing).

SECTION 18.2 **Causes for Disciplinary Action -** The following are examples of the types of detrimental behavior or actions that may result in disciplinary action:

A. Violation of the County's "Drug-free Workplace" policy
B. Violation of a lawful duty;
C. Insubordination;
D. Being absent from work without authorization from the employee's supervisor;
E. Being habitually absent or tardy;
F. Commission of a felony, or of a misdemeanor involving theft or loss of County funds;
G. Soliciting fees, gifts, or other valuable items in the performance of the employee's official duties for the County;
H. Inability to perform the assigned job as defined in the official position description;
I. Misuse of leave;
J. Commercial Driver's License revocation or suspension;
K. Standard Driver's License revocation or suspension;

L. Failure to obtain Commercial Driver's License within time specified in the official position description; and
M. Any behavior or conduct specifically prohibited by the employer's Fit For Work Policy.

SECTION 18.3 **Union Representation** - A Union representative will be present at any disciplinary or investigatory meeting, unless such presence is freely waived by the employee. The employee will be allowed to choose their representative from any available Steward or Union representative.

SECTION 18.4 **Probationary Employees** - New employees on probationary status may be disciplined without rights to the grievance process provided in Article 19 and may be terminated as provided in Article 10,

SECTION 18.5 **Levels of Discipline**

A. **Verbal warnings** are not subject to the grievance procedure. Documentation of a verbal warning will be kept in an official verbal warning log/file by the official, but shall not be kept in the official personnel file of any given employee. Verbal warnings shall be clearly identified to the employee at the time they are given and documentation of said verbal warning shall be provided to the employee at the same time. The employee may submit a clarifying or rebuttal statement that shall be retained with the applicable verbal warning log/file. The verbal warning log/file maintained for each member shall be made available to that employee for review upon request.

B. **Written Warnings** - All written warnings shall remain in the personnel file for at least twelve (12) months following the date of issuance to the employee. Employees shall have the right to attach a letter of rebuttal to a written warning.

C. **Suspensions, Demotions and Discharge** - Before proceeding with any disciplinary action that would subject an employee to a loss of normal earnings, the Official must inform the employee(s) in writing of the alleged wrongdoings and afford the employee(s) an opportunity to respond within a reasonable timeframe before determining the resulting discipline. Employees returning from a disciplinary suspension will be impacted as little as possible.

SECTION 18.6 **Administrative Leave** - If an employee is removed from the workplace due to a severe infraction, the employee shall be placed on paid administrative leave until disciplinary action is taken.

SECTION 18.7 **Pre-termination Hearing** - Before discharging an employee, the Official shall conduct a pre-termination hearing in which the Official shall present the charges in writing and the contemplated resulting discipline, and allow the employee an opportunity to respond. The Union will be notified at least thirty-six (36) hours in advance of the pre-termination hearing to allow for appropriate Union representation.

ARTICLE 19 – GRIEVANCE PROCEDURE

SECTION 19.1 Grievances shall be processed in the following manner and within the stated time limits, unless, by mutual consent in writing by the Official and the Union, any or all time limits as specified in the grievance procedure are waived. Grievances must have occurred within the past thirty (30) days to be eligible for processing.

19.1.1 Step One: The employee and/or the Steward shall discuss the grievance with the employee(s) immediate non-represented Supervisor. A Union Steward shall be present unless such presence is specifically waived by the grievant. If the grievance is not resolved within five (5) regular working days following the date of the Step One discussion, the Union may proceed to Step Two by filing a written Step Two grievance within ten (10) regular working days following the Step One discussion.

19.1.2 Step Two: The Union shall have the right to take up disciplinary actions as a grievance at the second step of the grievance procedure by filing it directly with the Official within 30 working days of the administration of discipline to an employee. A Step Two grievance shall be stated in writing and shall contain the following information:

A. A general statement explaining the conditions or the actions, which might require remedy.
B. The remedial action requested.
C. The Section(s) alleged to be improperly administered or violated.
D. Signature of the grievant(s) and/or the Steward

The Official or his/her designee shall meet with the Union and the grievant and shall attempt to resolve the grievance. If the grievance is not resolved in writing within five (5) working days following the meeting, the Union may proceed to Step Three.

19.1.3 Step Three: Copies of the grievance shall be forwarded by the Union to the Board within ten (10) working days of the Step 2 decision. After receipt of the grievance, the Board shall meet with the Union. The grievant has the right to be present at this meeting. The. Board shall render a written decision within fifteen (15) working days of this meeting.

19.1.4 Step Four:

19.1.4.1 To proceed with this Step, the Union must serve written notice of a demand for arbitration on the Employer within twenty (20) regular working days after receipt of the decision in Step Three. The arbitration demand shall be accompanied by a written explanation of how and/or why the Employer's Step Three decision failed to satisfactorily resolve the grievance.

19.1.4.2 Within ten (10) working days from the submission of the request for arbitration, the parties will attempt to mutually agree upon an arbitrator. If an arbitrator is not mutually agreed upon, either party may request a list with the names of at least seven (7) arbitrators from either the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days after receipt of the requested list of names, the parties shall confer and alternately strike names from the list until

one (1) name remains who shall serve as the arbitrator. A toss of a coin shall determine who strikes the first name.

19.1.4.3 At least fifteen (15) working days before any scheduled arbitration date, the parties shall confer in an attempt to define the issue(s) of the grievance. In addition, they shall attempt to agree upon and/or coordinate the scope of the record (i.e., exhibits, witnesses, special facilities or equipment) to be presented to the Arbitrator at arbitration.

19.1.4.4 In any arbitration proceeding held pursuant to this Agreement, the arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this Agreement and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be final and binding on both parties.

19.1.4.5 The cost of the arbitrator's services shall be borne by the parties equally. The grievant(s) and the relevant county-employed Union representative(s) may attend the arbitration hearing without loss of regular compensation. Each party shall be financially responsible for its attorney fees and its presentation costs.

SECTION 19.2 Failure of the Union to follow the steps, methods and time limits prescribed herein shall constitute abandonment of the grievance. Failure of the Employer to follow the steps, methods and time limits beyond Step One prescribed herein shall resolve the grievance in favor of the Union. The parties may mutually agree in writing to extend the time limits. Parties concerned in any grievance shall continue to work according to conditions, which existed prior to the dispute until such time as the grievance has been resolved or through Step Three of the grievance procedure, whichever is earlier.

SECTION 19.3 A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved

ARTICLE 20 – HOURS OF WORK

SECTION 20.1 Unless an alternative work schedule is mutually agreed to in advance between a member and his/her Supervisor (with a copy to the Union), the work week shall consist of five (5) consecutive days commencing on Monday and ending on Friday with a workday of eight (8) hours commencing at 7:30 a.m. from regularly assigned headquarters, having one-half (1/2) hour for a meal period at mid-shift, or as near as can mutually be agreed upon such that it does not affect the operation of the work area, and ending at the regularly assigned headquarters at 4:00 p.m. The meal period shall be on the employee's own time.

SECTION 20.2 An optional workweek consisting of four (4), ten (10) hour days may be agreed to between the Official and the Union, provided that the goals and objectives of the Department are not adversely affected. A majority of all Union members must agree to the alternative work schedule. A written request which includes the duration of the optional work week, and which is signed by the Union, shall be submitted to the Official by December 1st

each year. Employees working 4/10 shifts shall be charged ten (10) hours when taking vacation/sick leave. Employee(s) shall be compensated at the rate of ten (10) hours for each Holiday while on the 4/10-work shift.

SECTION 20.3 **Overtime -** Overtime will be offered to bargaining unit members first. Management will notify employees as soon as possible of the availability of any scheduled overtime.

Overtime, payable at the rate of one and one-half (1 1/2%) times the member's hourly rate of pay shall be paid for all hours in paid status in excess of eight (8) hours each work day (ten (10), if the optional 4/10 work week is applicable) or forty (40) hours each work week, and for any hours required to be worked on a Saturday, a Sunday, or an observed holiday in accordance with Section 33.1 of this Agreement.

The crew will be asked if there are volunteers for overtime. They will be given the scope of the work needed as overtime, and a time frame to respond. The time frame to respond will be a minimum of 15 minutes. If there are more volunteers than needed, overtime will be awarded based on seniority. If it is not possible to present the opportunity for overtime to the crew as a group, individual members will be offered overtime based on seniority with the same time frame to respond. No response will be considered denial of overtime. Employees will be allowed to make a phone call related to confirming availability if needed.

If an employee is absent from work for any reason on the day preceding a weekend it is the employee's responsibility to notify their lead man or management if they want to be contacted for call out or scheduled overtime that may become available over the weekend. During the work week if an employee is absent from work they will not be eligible for call out or over time the day they are absent.

Once a member has responded, whether accepting or denying overtime, to the Lead Person, Road Supervisor, Operations Manager or Official, that response cannot be changed.

SECTION 20.4 The Employer will abide by State and Federal laws regarding the payment of overtime. All overtime shall be pre-authorized by the Lead person or Road Supervisor.

SECTION 20.5 **Call Out -** Members called back to work or into service from scheduled time off shall be compensated for the time worked as overtime with a minimum of two (2) hours per call out. If, however, the call out occurs during an observed holiday per Section 33.1, the minimum time period shall be increased to three (3) hours. Repetitive call-outs during a two- or three-hour period, as applicable, shall not warrant additional compensation. The order of call out shall be as follows: Lead positions for the affected work area shall be called out first. Then members from the affected work areas shall be called out based on their seniority.

ARTICLE 21 – REST BREAK

SECTION 21.1 Rest breaks are required but will be arranged by the lead person or supervisor so as not to interfere with County business or the efficient completion of assigned duties. Employees are entitled to one (1) fifteen (15) minute break at the approximate midpoint of each half (1/2) shift. It is understood by the parties to this agreement that breaks may be scheduled by the lead person or supervisor for one or more crew members or in groups.

Breaks should be taken on or near the job site. Misuse of rest breaks shall subject the offender to disciplinary action. It shall be the responsibility of the supervisors to enforce this rule. Rest breaks shall be provided in accordance with State Laws.

ARTICLE 22 – JURY DUTY

While on jury duty or while appearing as a legally required witness, a Union member will receive full pay from the County, but the member shall reimburse the County an amount equal to jury or witness fees actually received.

ARTICLE 23 – MILITARY LEAVE

In accordance with RCW 38.40.060, any officer or employee of the County who is a member of the National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States shall be entitled to and shall be granted military leave of absence from employment for a period not exceeding twenty-one (21) days during each calendar year beginning with October 1st and ending the following September 30th in order that the person may report for required military duty, training or drills including those in the national guard. During the period of military leave the employee shall receive his or her normal pay. Such military leave shall be in additional to any vacation or sick leave to which the officer or employee might otherwise be entitled to.

ARTICLE 24 – STATE WORKER'S COMPENSATION

SECTION 24.1 In accordance with State Statute, employees of Pacific County are eligible to receive State Workers' Compensation. Any employee who is eligible for State Industrial Compensation for time off because of any injury may be paid medical and/or annual leave in the amount of the difference between 85% of an employee's regular pay and that paid by State Industrial after the first three (3) days off the job. The full amount of medical leave shall be paid for the first three (3) days. Should an employee later be paid by State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the three (3) days shall be credited to Pacific County from money due the employee in the next payroll period. The pro-rata share of medical leave as determined by the ratio of regular medical leave and/or annual leave and State Industrial compensation may be charged to the employee for time off the job if requested by the employee.

SECTION 24.2 No employee shall return to work from a disability injury covered by State Industrial Insurance until the ability of the employee has been verified, rehabilitation conducted if necessary, and the treating physician in writing has released the employee for unrestricted employment. At the option of the County on a case-by-case basis after considering the severity of the restriction(s) and instruction(s) of the treating physician and work availability, a returning employee may be temporarily assigned to restricted or light duty. Such restricted or light duty work may not afford the employee full-time employment hours. An employee must return to work within five (5) working days of release for unrestricted employment from the treating physician. The employee will then be placed in the same position or in a like position to the one he/she held prior to being injured.

SECTION 24.3 If during a calendar month, the total compensation paid to the employee by combining State Industrial and employee annual leave and medical leave credits is an amount sufficient to qualify as a regular employee, then the employee shall be eligible to receive all benefits offered to a regular employee.

SECTION 24.4 If during a calendar month the total compensation paid to the employee by combining State Industrial and employee annual leave and medical leave credits is not sufficient to qualify as a regular employee, then the employee shall not be eligible to receive any benefits offered to a regular employee except those statutory benefits. If the employee wishes to remain covered by insurance, he/she will be responsible for payment of the insurance premiums in advance of the coverage period.

SECTION 24.5 Prior to fully using the eligible annual leave and medical leave, the employee shall have the sole responsibility to apply in writing for leave of absence without pay.

ARTICLE 25 – PARENTAL/FAMILY/SERIOUS HEALTH CONDITION LEAVE

SECTION 25.1 The FMLA/Parental/Family/Serious Health Condition Leave Policy shall be governed by the Federal Family and Medical Leave Act or the Washington State Family Leave Act. Employees may utilize their entire medical leave and annual leave accruals, or parts thereof, or may request a leave of absence without pay in accordance with Article 26. In keeping with Federal Law, the County may require full use of annual, sick and other appropriate leaves during FMLA/Parental/Family/Serious Health Condition leave. However, an employee may preserve up to forty (40) hours of leave at his/her discretion to be unused during FMLA/Parental/Family/Serious Health Condition leave. If an employee exercises the option to preserve said leave, he/she shall present a formal written request to his/her Official or designee that will be subsequently presented by the Official to the Board along with the FMLA/Parental/Family/Serious Health Condition leave request. Requests for FMLA/Parental/Family/Serious Health Condition leave shall not be unreasonably withheld by an Official or the Board.

SECTION 25.2 Upon the expiration of the leave of absence with or without pay, the employee shall return to the same job as was held by the employee prior to the leave of absence.

SECTION 25.3 The employer may request full repayment of medical premiums if the employee does not return to work after the completion of an approved FMLA/FLA leave of absence.

SECTION 25.4 An employee is entitled to State Family Leave (FLA) (RCW 49.78) and Federal Medical Leave (FMLA) job-protected leave for up to twelve (12) workweeks, including any paid leave, in a twelve (12) month period), or fraction thereof.. Leave allowed under the FLA or FMLA may extend the amount of leave for women employees who are eligible under the requirements for FMLA for pregnancy related conditions or childbirth.

During FMLA and/or FLA designated leave the employer will continue to pay the employer's portion of the employee's medical premium as if the employee were still

working. The Employer may require the employee to use paid sick leave and vacation credits for an FMLA/FLA-qualifying purpose in keeping with Section 25.1.

SECTION 25.5 If an unpaid leave of absence under Article 26 is granted for a circumstance covered by the Federal Family and Medical Leave Act or the State Family Leave Act, that leave will be credited against the 12-week FMLA Act allowance or the allowance under the State Family Leave Act.

ARTICLE 26 – LEAVE WITHOUT PAY

SECTION 26.1 No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence other than duly authorized leave, unless there are extenuating circumstances, shall be treated as leave without pay, and in addition, may be grounds for disciplinary action.

SECTION 26.2 Employees are eligible to receive leaves of absence without pay under the following conditions: upon written request of the employee, the Official may grant an employee a leave of absence without pay not to exceed one (1) month; upon written request of the employee, the Board may grant an employee a leave of absence without pay not to exceed six (6) months. Approval of such leave shall be in writing and signed. An employee's first employment obligation is to the County. Therefore, no leave of absence without pay shall be granted for personal financial gain or profit. Employees taking a leave of absence without pay without first using all of their accrued annual leave, or FMLA leave, if applicable, who return to work for less than ninety (90) days following their return, shall be paid a final leave payment at the rate paid to such employee prior to the granting of such leave of absence without pay.

SECTION 26.3 No holidays, annual leave, medical leave or any other benefits except health benefits for an employee on FMLA shall be provided while an employee is on leave of absence without pay; moreover, the employee's date of hire will be adjusted accordingly for determining seniority and longevity for any leave of absence without pay exceeding thirty (30) days unless the leave is taken as FMLA or FLA provided in Article 25.

SECTION 26.4 Upon expiration of a regularly approved leave of absence without pay of less than six (6) months, the employee shall be reinstated in the previous position without prejudice.

SECTION 26.5 For leaves of absence without pay that are granted for medical or personal injury related reasons, the employee must present written certification by a physician that the employee is qualified to return to work and to fulfill the mental and physical requirements of the position. The County may, at its option and expense, request that the employee pass an evaluation by an independent physician, relating only to the reasons for the leave, in order to assure that the employee is still eligible and meets the requirements for employment.

SECTION 26.6 During an approved leave of absence, insurance premiums for the available group insurance shall be paid in advance of the coverage period by the employee, providing the employee wishes to continue insurance coverage.

ARTICLE 27 – TRAVEL EXPENSES

SECTION 27.1 Prior to travel, the employee shall obtain written approval for the trip and the mode of travel from the Official. Travel expenses for travel that is not part of the normal routine work schedule shall be officially set forth by resolution of the Board. The County Auditor will furnish upon request information on the method of receiving advance payment of funds to cover expenses related to the Employer's business travel. The Employer will strive to furnish transportation for business travel, but when Employer-furnished transportation is not available and an employee is required to provide a personal vehicle for Employer business, the employee shall be reimbursed for their Employer business mileage at the IRS rate, or as alternatively provided by mutual agreement between the Official and the Union that is confirmed by the Board.

SECTION 27.2 The Board of Pacific County Commissioners shall adopt a uniform policy that conforms with State and Federal law and directs how travel time to and from training activities outside of Pacific County shall be compensated

SECTION 27.3 Allowable travel Expenses shall be as officially set forth by the County Travel and Expense Policy as adopted by resolution of the Board of County Commissioners and updated each October.

SECTION 27.4 County vehicles shall be used in accordance with the County Vehicle Usage and Driver policy established by the Board.

ARTICLE 28 – EMERGENCY RESPONSE

During normal working hours, the employee's first obligation is in the performance of County duties. If during normal working hours an emergency is declared and assistance is required by the local Fire Chief, County Sheriff, Director of Emergency Management, or authorized designees, the employee may respond. Employees leaving assigned work areas under such emergency response shall report such time off to the Official as Leave Without Pay or Annual Leave.

ARTICLE 29 – SAFETY/WELLNESS

SECTION 29.1 Safety - The County and employees shall strive to maintain a safe and healthful working environment. Effective safety training and communication are the foundation for maintaining a safe and productive workforce. The County shall establish and maintain a Department of Public Works Safety Committee. During its tenure, the Local 367 Labor Management Committee shall serve as the Department of Public Works Safety Committee (Safety Committee). The Safety Committee shall meet upon a mutually agreed upon time schedule, but generally not less than quarterly. The Safety Committee shall serve as a forum to review incident reports and issues pertaining to safety within the Department of Public Works. The County agrees to review and update its personnel policies pertaining to workplace safety within the Department of Public Works during the term of this Agreement. Safety policies pertaining to the Department of Public Works will be presented to the Safety Committee for review and comment prior to adoption.

SECTION 29.2 Wellness - The Union and the Employer jointly agree to cooperate in exploring a program which is intended to enhance the health and physical fitness of the Public Works Department Employees.

SECTION 29.3 **Safety Equipment** - The County agrees to provide job-related personal safety equipment as required by the Washington State Department of Labor and Industries, including protective hearing and vision equipment, coveralls, hard hats and mesh safety vests for each member. The County agrees to provide an adjustment to compensation as defined in Section 30.3 as reimbursement for personal equipment required or desired by an employee, including, but not limited to, hip boots, rain gear and gloves.

ARTICLE 30 – COMPENSATION

SECTION 30.1 **Step Plan** - The County agrees to compensate employees of every classification, except for Road Maintenance Technician I, based upon their Union-represented, continuous service to the County according to the following schedule:

CONTINUOUS SERVICE	FACTOR (plus X%)
1st - 6th Month	Base Rate
7th - 24th Month	9
3rd - 5th Year	18
6th - 10th Year	27
11th - 15th Year	29
16th - 20th Year	31
21st — 25th Years	33
26th and higher Years	35

Above continuous service factors shall not apply to Road Maintenance Technician I classification. Step increases shall be applied in accordance with the schedule in Appendix A. Employees placed on the payroll on or before the fifteenth (15th) of the month, shall receive their step increase at the beginning of that month. Employees placed on the payroll after the fifteenth (15th) of the month, shall receive their step increase at the end of the month.

Base rates for each classification recognized in Article 2.1 shall be in accordance with the schedule in Appendix A and as adjusted in accordance with this Article.

SECTION 30.2 **Certification Pay and Other Compensation** - Base rates shall be adjusted as follows:

(1) Sign Technician II:
- a) No additional compensation if employee is not IMSA Level I Certified;
- b) Four percent (4%) additional when the employee has received IMSA Level I Certification;
- c) Five percent (5%) additional when the employee has received IMSA Level II Certification; and
- d) Six percent (6%) additional after the employee has received IMSA Level III Certification.

(2) Sign Technician I:
   a) No additional compensation if employee is not IMSA Level I Certified;
   b) Two percent (2%) additional when the employee has received IMSA Level I Certification; and
   c) Four percent (4%) additional when the employee has received IMSA Level II Certification.

(3) Road Maintenance Technician I:
   a) Ten percent (10%) increase beginning in the 7th month of continuous service.
   b) When assigned the sole responsibility for at least a half-shift for operation of a 10-yd. truck/truck-trailer, tractor-lowboy, excavator, vactor unit, or other equipment not listed within and unrelated to his/her job description, a Road Maintenance Technician I will be compensated for the full shift at the "base" (1st — 6th months) hourly rate for Road Maintenance Technician II.

(4) Drainage Maintenance Technician (DMT): DMT I level of compensation plus five percent (5%) for DMT II

(5) Mechanic and Drainage Tech I: RMT II level of compensation plus 5%.

(6) The Leadperson position is to be compensated at 8.0% above the Road Maintenance Technician II position,

SECTION 30.3 **Clothing Allowance** -- All Position Classifications: An additional two hundred seventy five dollars ($275.00) per year for providing personal protective clothing, including hip boots, raingear, work gloves, and similar personal equipment desired by the member, payable in a single lump sum payment in November of each year covered by this Agreement.

SECTION 30.4 Wages - 14. The County and the Union will meet no later than April 30th, 2017 to open discussions on COLA for the next contract period.

SECTION 30.5 **Out of Class Pay** - Any employee temporarily assigned to a higher rated job classification by the Official or designee shall be paid at the higher rate for each hour worked) in such higher classification. Any employee temporarily assigned to a higher rated **non-union job classification** by the Official or designee for longer than three (3) consecutive days duration, shall be paid an additional 5% stipend after the third day. If an employee is temporarily assigned to a lower rated job classification, no reduction in pay rate shall be made.

SECTION 30.6

The wages of employees represented by this agreement for services rendered for a given month will be paid via electronic deposit effective October 31, 2011 to the employee(s) within seven (7) working days, but no later than the tenth of the following month, whichever is sooner, following the last working day of the respective month. Prior to implementation of a change in pay date, the parties shall meet and bargain the impacts of this change in pay date.

SECTION 30.7 – Payroll Administration

If a member submits a time sheet or payroll form claiming attendance at work for all or a portion of the remainder of any given month, and then fails to report for work for any reason

during that time period and does not have sufficient medical, annual or any other applicable and approved compensable leave in his/her leave accrual bank equivalent to the hours missed during that month, the member shall have his/her wages docked from the next pay period equivalent to the value of the hours of insufficient leave.

ARTICLE 31 – DEFERRED COMPENSATION

Members will be eligible to participate in any deferred compensation plan(s) offered to any other County employees.

ARTICLE 32 – GROUP INSURANCE

SECTION 32.1 Provision of Coverage - The County shall provide payments toward premiums of approved group insurance programs in accordance with the provisions and adoptions outlined herein. All members who are scheduled to work at least twenty (20) hours each and their eligible dependents shall be covered by insurance programs including dental, life and accidental death or disability, vision and the Long Term Disability Plan available through the Union and medical insurance, available through the Washington State Health Care Authority Public Employees Benefits Board (PEBB) or other mutually agreed upon Insurance Provider.

SECTION 32.2 Enrollment - Annual enrollment for employee group insurance programs shall be during the annual open enrollment period prescribed by the Insurance Provider. Enrollment of new employees shall begin with their employment and coverage will become effective the month following commencement of employment. Newborn or adopted children may be added to the employee's insurance program, provided they are added by the employee's filing of an amended enrollment form either within thirty (30) days of birth or adoption or the normal open enrollment period.

SECTION 32.3 BENEFIT POOL: There shall be an insurance benefit pool that operates as follows:

SECTION 32.3.1 Commencing on January 1, 2016, and at the first of each month, an insurance benefit pool shall be created for those employees officially appointed to and funded by the Board to fill Regular Positions equal to or exceeding 0.5 FTE. An employer contribution shall occur only on behalf of those employees filling positions that have been officially appointed to and funded by the Board at a level equal to or exceeding 0.5 FTE who have opted out of the County provided health insurance and are taking the VEBA contribution option per Section 32.5.

The employer contribution for employees officially appointed to and funded by the Board to positions equal to or greater than 0.5 FTE but less than .7 FTE shall be based strictly on the percent of appointed FTE (i.e. $800/month*%FTE).

SECTION 32.3.2 On the basis of the dollars generated by employer contributions to the insurance benefit pool in accordance with Section 32.3.1, the Employer will divide the pool funds equally to each participating employee working at a level equal to or exceeding 0.5 FTE and who cover a spouse and/or dependents through the County's provided health plan. From this pool, the Employer shall make contributions to the

approved insurance programs on behalf of employees and their eligible dependents.

SECTION 32.3.3 In no case shall any employee receive more than the amount necessary to pay for that individual's insurance plan, as determined by the most recent approved insurance application form on file with the Employer. If an employee's insurance plan premium is greater than the Employer's contribution distributed pursuant to Section 32.3.2 above, that employee agrees to a payroll deduction sufficient to pay for the additional premium costs.

32.4 HEALTH BENEFIT CONTRIBUTION

SECTION 32.4.1 Effective January 1, 2015 the County shall pay eight hundred and twenty five ($825) dollars per employee per month for employee and dependent coverage.

SECTION 32.4.2 Effective January 1, 2016 the County shall pay eight hundred and fifty ($850) dollars per employee per month for employee and dependent coverage.

SECTION 32.5 VOLUNTARY EMPLOYEE'S BENEFICIARY ASSOCIATION (VEBA)

SECTION 32.5.1 The Employer and the Union have agreed to establish as of January 1, 2016 a Voluntary Employees' Beneficiary Association (VEBA) which is funded by a Health Reimbursement Arrangement (HRA).

SECTION 32.5.2 Employees wishing to participate in an HRA VEBA may do so by opting out of the medical insurance provided by the employer. To qualify, the employee must provide proof of qualifying medical group coverage that meets minimal essential coverage as defined by the Affordable Care Act. Employees who opt out of the medical insurance must still purchase Pacific County's Dental and Life Insurance plans.

SECTION 32.5.3 The parties agree that for employees who opt out of the medical insurance at Pacific County, the employer will contribute the balance of the employer medical benefit contribution remaining after subtracting mandatory dental and life insurance deductions as per the following formula:

a) Sixty percent (60%) into the individual employee's VEBA account.
b) Forty percent (40%) into the Union's insurance pool.

SECTION 32.6 Any excess over the cost of the employee medical premium may be applied to dependent medical/dental/vision coverage or any amount remaining in excess of the minimum premium amount may be applied to the employee's salary. Excess payments shall be made in 6-month increments in a lump sum.

SECTION 32.7 Alternative Insurance Providers — The Employer and the Union agree that during the term of this Agreement, alternative health insurance programs will be explored and may be implemented upon mutual agreement of the parties.

ARTICLE 33 – HOLIDAYS

SECTION 33.1 Legal holidays to be observed by the County are:

A.	New Year's Day	(January 1)
B.	Martin Luther King Day	(3rd Monday in January)
C.	Presidents' Day	(3rd Monday in February)
D.	Memorial Day	(Last Monday in May)
E.	Independence Day	(July 4th)
F.	Labor Day	(First Monday in September)
G.	Veterans' Day	(November 11)
H.	Thanksgiving	(Fourth Thursday in November)
I.	Friday following Thanksgiving	
J.	The last working day before Christmas	
K.	Christmas Day	(December 25)

SECTION 33.2 Union members shall be paid for all holidays observed by the County. Payment for a holiday assumes an eight (8) hour workday. Members shall receive one and one-half (1-1/2) times their hourly rate of pay for all time worked on observed holidays in addition to compensation for the holiday. Employees on the 4/10 work schedule will be compensated for a ten (10) hour workday.

SECTION 33.3 Holidays that occur during annual leave or medical leave shall not be charged against such leave.

SECTION 33.4 Should the listed holiday fall on a Saturday, the preceding Friday shall be considered the holiday, and if the listed holidays falls on a Sunday, the following Monday shall be considered the holiday.

SECTION 33.5 The number of Holiday hours earned shall be based upon the percentage of full time equivalent FTE position to which the employee has been appointed by the Board of County Commissioners. For example, an employee appointed to a regular 0.5 FTE position shall accrue 50% of the Holiday hours indicated in this Article.

ARTICLE 34 – ANNUAL LEAVE

SECTION 34.1 Members on probationary status shall not accrue nor be eligible to use annual leave during their probationary period. Upon satisfactory completion of their probationary period, regular members shall be awarded fifty-six y (56) hours of annual leave and shall thereafter earn and accrue Annual Leave in accordance with the following Annual Leave Schedule:

YEARS OF SERVICE (Beginning with)	TOTAL HOURS OF ANNUAL LEAVE EARNED PER YEAR (DAYS)	MAXIMUM OF ACCRUED ANNUAL LEAVE
7th month – 5th Year	112	360
6th – 10th Years	136	360
11th – 15th Years	160	360
16th – 20th Years	184	360
Over 20 Years	216	360

SECTION 34.2 The amount of annual leave earned per month shall be based upon the percentage of full time equivalent FTE position to which the employee has been appointed by the Board of County Commissioners. For example, an employee appointed to a regular 0.5 FTE position shall accrue 50% of the annual leave hours indicated in this Section.

SECTION 34.3 Annual leave shall be credited monthly, at the start of the first working day of the month following accrual, on an hourly basis to a member's accrual account in an amount equal to one-twelfth (1/12) of the total hours of annual leave earned per year. Annual leave shall be used on a first in, first out basis. Except for an employee's final month of employment, annual leave shall not be credited to an employee's accrual account, nor shall not be authorized for use during the month of accrual. Applicable only to an employee's final month of employment, his/her final month's annual leave accrual shall be credited to his/her last day of employment.

SECTION 34.4 With a minimum of 24 hours' notice, unless emergency situation that will be considered on a case-by-case basis, a member's request to use annual leave that has been credited to his/her accrual account shall normally be honored, provided granting said leave does not interfere with workload requirements and schedules. Requests for use of annual leave by members with greater seniority shall be given preference over requests from less senior members, except in cases in which the Official has previously granted a less senior employee's annual leave request. Annual leave shall be taken in blocks of not less than one (1) hour.

SECTION 34.5 The Employer shall provide to the employee a mid-year review of leave balances and may require employees to establish a plan for use of annual leave for the remainder of the year. Any accrued and unused annual leave in excess of the maximum hours of accrued annual leave as set forth in Section 34.1 not taken during a calendar year shall be forfeited.

SECTION 34.6 There shall be no severance pay for accumulated and unused annual leave in excess of 240 hours.

ARTICLE 35 – MEDICAL LEAVE

SECTION 35.1 Medical Leave Accrual

SECTION 35.1.1 A member on probationary status shall neither accrue nor be eligible to use medical leave during his/her probationary period. Upon satisfactory completion of his/her probationary period, a regular member shall be awarded forty eight (48) hours of medical leave and shall thereafter earn and accrue Medical Leave to a maximum of nine hundred sixty (960) hours at the rate of eight (8) hours for each qualified month of employment. Medical leave shall be credited to a member's medical leave accrual account at the start of the first working day of the month following accrual. Except for an employee's final month of employment, medical leave shall not be credited to a member's account, nor shall it be authorized for use, during the month of accrual. Applicable only to an employee's final month of employment, his/her final month's medical leave accrual shall be credited on his/her last day of employment. Medical Leave shall be earned, used and accounted for on a first-in, first-out basis, and shall be taken in blocks of not less than one (1) hour.

SECTION 35.1.2 The amount of medical leave earned per month shall be based upon the percentage of full time equivalent FTE position to which the employee has been appointed by the Board of County Commissioners. For example, an employee appointed to a regular 0.5 FTE position shall accrue 50% of the medical leave hours indicated in this Article.

SECTION 35.2 Medical Leave Bank - Except for conversions due to retirement as later noted herein, the first three hundred sixty (360) hours of unused Medical leave shall accumulate into a Medical Leave bank and be available to the employee solely for the purpose of Medical Leave.

SECTION 35.3 Conversion to Annual Leave - Medical Leave accumulated and unused between three hundred sixty (360) and nine hundred sixty (960) hours may be converted into annual leave during January and July each year. The rate of conversion will be eight (8) hours annual for every thirty two (32) hours of accumulated Medical Leave in excess of seven hundred twenty (720) hours, eight (8) hours of annual leave for every twenty four (24) hours of accumulated Medical Leave in excess of four hundred eighty (480) hours but not more than seven hundred twenty (720) hours, and eight (8) hours of annual leave for every sixteen (16) hours of accumulated Medical Leave in excess of three hundred sixty (360) hours but not more than four hundred eighty (480) hours.

SECTION 35.3.1 Medical Leave hours accumulated and unused in excess of nine hundred sixty (960) hours will be converted into annual leave at the rate of eight (8) hours of annual leave for every thirty two (32) hours of accumulated Medical Leave in excess of nine hundred sixty (960) hours and added to the member's annual leave bank.

SECTION 35.3.2 In the year of retirement and upon submission of a written notice of such, a member may convert their entire accumulated Medical Leave Bank into annual leave according to the above schedule, except that the first three hundred sixty (360) hours of accumulated Medical Leave may also be converted at the rate of eight (8) hours of annual leave for every sixteen (16) hours of accumulated Medical Leave.

SECTION 35.3.3 There is no severance pay for accumulated and unused Medical Leave except that converted into annual leave.

SECTION 35.4 Eligibility - Members are eligible for medical leave either for themselves or members of their immediate families for the following reasons:

A. Non-occupational personal illness, physical disability, or death/bereavement.

B. Quarantine of an employee by a physician for non-occupationally related disability.

C. Doctor, dentist, etc. appointments; and

D. Injury Time Loss Compensation as provided in Article 24.

SECTION 35.5 Restrictions - Abuse of Medical Leave privileges shall be cause for dismissal. An employee who is unable to report to work because of any of the reasons set forth hereinabove shall report the reason for the absence to the Official by telephone or in person each day of absence, unless earlier arranged otherwise, within twenty (20) minutes of his/her section's scheduled starting time. Medical Leave with pay shall not be allowed unless such report has been made. The Official may require a physician's statement from the employee certifying that the employee's condition prevented them from appearing for work after three (3) consecutive workdays of medical leave.

SECTION 35.6 Bereavement Leave - Paid Bereavement leave not to exceed three (3) workdays may be used due to death of any member of the employee's immediate family. Should extended travel become necessary for death in the immediate family, special arrangements can be made at the discretion of the Official. Bereavement Leave must be taken within (30 days) of the date of death unless extenuating circumstances exist and a different timetable of usage has been approved by the Official. Requests for an extended timetable of usage of Bereavement Leave in response to extenuating circumstances shall not be unreasonably denied. One (1) day of sick leave may be used for the death of a family member not included in the definition of Immediate Family in Article 1.

SECTION 35.7 Severance - No severance pay for accumulated and unused medical leave as of May 1, 1984, will be paid to any employee unless the employee gives notice of intention to terminate to the Official at least fourteen (14) calendar days prior to the specified termination date.

ARTICLE 36 – DOMESTIC VIOLENCE LEAVE

In accordance with State statute, an employee is eligible to receive reasonable leave from employment if the employee, or the employee's family member as described by RCW 49.76.020, is a victim of domestic violence, sexual assault, or stalking, for the express purpose of participating in legal proceedings, to receive medical treatment, or to obtain other necessary services related to an incident of domestic violence. The conditions and restrictions governing the type of leave available, notification and reporting requirements, and eligibility criteria to receive domestic violence leave shall be those specified in Chapter 49.76 RCW and/or its replacement.

ARTICLE 37 – EMBODIMENT

This Agreement constitutes the complete and entire Agreement between the parties and neither the County nor the Union shall be bound by any requirement not specifically stated in this Agreement or applicable state or federal laws. The County and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement, except as otherwise provided herein or by mutual consent. Agreement to open a portion or section of the Contract does not open the remainder of the Contract for negotiations.

ARTICLE 38 – NO STRIKE, SLOW UP, OR WORK STOPPAGE

SECTION 38.1 The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strike, slow up, or work stoppage. Furthermore, the Union and its employee, individually and collectively, agree that in the event another Union strikes, has work slow-up, or work stoppage during the term of this Agreement, employees will report to work as usual. Failure to do so may be cause for disciplinary action.

SECTION 38.2 In the event of an unauthorized strike, slow-up, or work stoppage, the County agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, slow-up, or work stoppage, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operation; and provided further that the Union notifies the Board, in writing, within three (3) working days after commencement of such strike, slow-up, or work stoppage, what measures it has taken to comply with the provisions of this Section.

SECTION 38.3 In the event that such action by the Union has not affected resumption of normal work practices, the County shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up, or stoppage.

SECTION 38.4 In the event of strike, slow up or work stoppage, the Union agrees that it will not interfere with Elected and Appointed Officials and other exempted employees in any way concerning the performance of their duties. Such precautions are necessary to keep the physical property and records in condition so that operations may resume without delay.

SECTION 38.5 The Employer, individually and collectively, agrees that during the term of this Agreement there will be no lock-out of Union employees.

ARTICLE 39 – SAVINGS AND SEVERABILITY

The provisions of this Agreement are declared to be severable if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional. Such decisions shall not affect the validity of the remaining sections,

subsections, sentences, clauses or phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. The parties agree to immediately meet and negotiate a replacement for the invalid provision. Should changes in State or Federal Law hold any of the terms or conditions of this Agreement invalid, such terms or conditions affected shall be renegotiated to comply with the State or Federal Law.

ARTICLE 40 – AGREEMENT

This Agreement shall be in effect from July 1, 2014 through December 31, 2016 subject to timely negotiations commencing no later than September 15, 2014. The Agreement may be altered by mutual agreement of the parties.

DATED this 12th day of May, 2015.

Washington State Council of County and City Employees Council 2, AFL-CIO and Its Local 367	Board of County Commissioners Pacific County, Washington

APPENDIX A - HOURLY COMPENSATION SCHEDULES -
To be adjusted for any negotiated COLA or other wage adjustments

Effective January 1, 2014
1.0% COLA

CLASSIFICATION	1st-6th Months	7th-24th Months	3rd-5th Yrs	6th-10th Yrs	11th-15th Yrs	16th-20th Yrs	21st-25th Yrs	25+ Yrs
Drainage Maintenance Technician II	19.59	21.36	23.13	24.89	25.28	25.67	26.07	26.46
Leadman	19.20	20.93	22.65	24.38	24.77	25.15	25.53	25.92
Sign Technician II w/IMSA Level III	18.85	20.54	22.23	23.93	24.31	24.69	25.06	25.44
Sign Technician II w/IMSA Level II	18.66	20.34	22.03	23.70	24.08	24.45	24.83	25.20
Mechanic	18.66	20.34	22.03	23.70	24.08	24.45	24.83	25.20
Drainage Maintenance Technician I	18.66	20.34	22.03	23.70	24.08	24.45	24.83	25.20
Sign Technician II w/IMSA Level I	18.48	20.15	21.82	23.48	23.85	24.22	24.58	24.96
Sign Technician I w/IMSA Level II	18.48	20.15	21.82	23.48	23.85	24.22	24.58	24.96
Sign Technician I w/IMSA Level I	18.13	19.77	21.39	23.03	23.39	23.76	24.12	24.48
Sign Technician I or II w/o IMSA Cert.	17.78	19.37	20.98	22.57	22.93	23.29	23.64	24.00
Road Maintenance Technician II	17.78	19.37	20.98	22.57	22.93	23.29	23.64	24.00
Traffic Control/Maintenance Technician	14.06	15.32	16.58	17.85	18.13	18.41	18.70	18.98

CLASSIFICATION	1st-12th Months	13th-24th Months	After 24 Months
Road Maintenance Technician I	14.34	15.78	See Article 13 Promotion

APPENDIX A - HOURLY COMPENSATION SCHEDULES -
To be adjusted for any negotiated COLA or other wage adjustments

Effective January 1, 2015
1.0% COLA

CLASSIFICATION	1st-6th Months	7th-24th Months	3rd-5th Yrs	6th-10th Yrs	11th-15th Yrs	16th-20th Yrs	21st-25th Yrs	25+ Yrs
Drainage Maintenance Technician II	19.79	21.57	23.36	25.14	25.53	25.93	26.33	26.72
Leadman	19.39	21.14	22.88	24.62	25.02	25.40	25.79	26.18
Sign Technician II w/IMSA Level III	19.04	20.75	22.45	24.17	24.55	24.94	25.31	25.69
Sign Technician II w/IMSA Level II	18.85	20.54	22.25	23.94	24.32	24.69	25.08	25.45
Mechanic	18.85	20.54	22.25	23.94	24.32	24.69	25.08	25.45
Drainage Maintenance Technician I	18.85	20.54	22.25	23.94	24.32	24.69	25.08	25.45
Sign Technician II w/IMSA Level I	18.66	20.35	22.04	23.71	24.09	24.46	24.83	25.21
Sign Technician I w/IMSA Level II	18.66	20.35	22.04	23.71	24.09	24.46	24.83	25.21
Sign Technician I w/IMSA Level I	18.31	19.97	21.60	23.26	23.62	24.00	24.36	24.72
Sign Technician I or II w/o IMSA Cert.	17.96	19.56	21.19	22.80	23.16	23.52	23.88	24.24
Road Maintenance Technician II	17.96	19.56	21.19	22.80	23.16	23.52	23.88	24.24
Traffic Control/Maintenance Technician	14.20	15.47	16.75	18.03	18.31	18.59	18.89	19.17

CLASSIFICATION	1st-12th Months	13th-24th Months	After 24 Months
Road Maintenance Technician I	14.48	15.94	See Article 13 Promotion

APPENDIX A - HOURLY COMPENSATION SCHEDULES -
To be adjusted for any negotiated COLA or other wage adjustments

Effective January 1, 2016
1.0% COLA

CLASSIFICATION	1st-6th Months	7th-24th Months	3rd-5th Yrs	6th-10th Yrs	11th-15th Yrs	16th-20th Yrs	21st-25th Yrs	25+ Yrs
Drainage Maintenance Technician II	19.99	21.79	23.59	25.39	25.79	26.19	26.59	26.99
Leadman	19.58	21.35	23.11	24.87	25.27	25.65	26.05	26.44
Sign Technician II w/IMSA Level III	19.23	20.96	22.67	24.41	24.80	25.19	25.56	25.95
Sign Technician II w/IMSA Level II	19.04	20.75	22.47	24.18	24.56	24.94	25.33	25.70
Mechanic	19.04	20.75	22.47	24.18	24.56	24.94	25.33	25.70
Drainage Maintenance Technician I	19.04	20.75	22.47	24.18	24.56	24.94	25.33	25.70
Sign Technician II w/IMSA Level I	18.85	20.55	22.26	23.95	24.33	24.70	25.08	25.46
Sign Technician I w/IMSA Level II	18.85	20.55	22.26	23.95	24.33	24.70	25.08	25.46
Sign Technician I w/IMSA Level I	18.49	20.17	21.82	23.49	23.86	24.24	24.60	24.97
Sign Technician I or II w/o IMSA Cert.	18.14	19.76	21.40	23.03	23.39	23.76	24.12	24.48
Road Maintenance Technician II	18.14	19.76	21.40	23.03	23.39	23.76	24.12	24.48
Traffic Control/Maintenance Technician	14.34	15.62	16.92	18.21	18.49	18.78	19.08	19.36

CLASSIFICATION	1st-12th Months	13th-24th Months	After 24 Months
Road Maintenance Technician I	14.62	16.10	See Article 13 Promotion

NOTE:
This agreement includes the sidebar agreement reached on 5-21-2002 in which the County agrees to remove the 30 minute travel time requirement from all Public Works job descriptions.