

AGREEMENT

Between

KITTITAS COUNTY

and

COUNCIL 2,
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

Representing LOCAL 792, American Federation of State, County & Municipal
Employees, AFL-CIO

COVERING THE FOLLOWING KITTITAS COUNTY EMPLOYEES:

Road Maintenance Crew

~~Survey/Inspector~~ Construction Technician Crew

Solid Waste and Compost Facility Operators ~~Ryegrass Facility Attendant (Solid Waste)~~

January 1, 201~~63~~ – December 31, 201~~85~~

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PREAMBLE

This Agreement is made and entered into by and between Kittitas County, State of Washington, hereinafter referred to as the “Employer”, and Council 2, Washington State Council of County and City Employees representing American Federation of State, County and Municipal Employees (AFSCME), Local 792, AFL-CIO who shall hereinafter be known and referred to as the “Union”.

It is the desire of both parties of this Agreement to avoid industrial disputes and to bargain collectively with regard to wages, hours and working conditions, and in further consideration of the covenants and agreements made by each of these parties as herein set forth, stipulates as follows: It is specifically understood and agreed that all provisions in conflict with the law relating thereto, said provision shall be void and shall not bind either party thereto.

ARTICLE I - RECOGNITION

1.1 The Employer agrees to recognize Local 792 of the American Federation of State, County and Municipal Employees as the bargaining agent for all regular full-time and regular part-time employees performing the work set forth in Section 14.2 of this Agreement. The Employer recognizes the Union as the bargaining representative for matters relating to wages, hours, and working conditions, as defined by RCW 41.56.

1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of the Agreements shall remain members in good standing and those who are not members on the effective date of the Agreement shall, on the thirtieth day following the effective date of the Agreement, become and remain members in good standing in the Union.

1.3 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. Payment of union dues shall be by payroll deduction and the aggregate amount rendered to the Washington State Council of County and City Employees, P.O. BOX 750 EVERETT, WA 98206. The Union agrees to defend and hold the employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this section.

1.4 Any employee of the Employer who, for bona fide religious tenets, or teaching of a church or religious body of which such employee is a member, may claim exemption as provided in RCW 41.56.122. In accordance with that statute, such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The public employee shall furnish written proof that such payment has been made. If the public employee and the bargaining representative do not reach agreement on such matter, the Washington State Public Employment Relations Commission shall designate the charitable organization.

1.5 When the Employer hires a new employee the Employer shall, within seven (7) calendar days of

the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.

1.6 When provided a Union authorization, in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "Union" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to hold harmless the Employer for all dues deducted under this section of the Contract.

1.7 It is agreed and understood between the parties hereto that the Union may designate a president or other officers recognized by said Employer as the representatives of the employees. The Union will notify the Employer of any persons so designated.

1.8 The Employer does further agree to recognize any employed, authorized Union official and to permit the said official to visit the plant or workshop or the Employer and to investigate working conditions in said plant at all reasonable hours, for the purpose of adjusting disputes between the Employer and the employees or any other matter relating to the terms and conditions of this Agreement. Provided, however, that the representative shall not disrupt the work force or interfere with employee job performance during work hours. The visiting Union official will provide courtesy notice to the Public Works Director, either by telephone or in person, prior to entering the worksite.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Employer shall have the sole right to hire all new employees. The Employer or the Employer's representative shall determine the qualifications of the employees.

2.2 Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof. The Employer retains all prerogatives, functions and rights not specifically limited by this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making authority. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

2.3 Management Rights. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

2.3.1 To determine its missions, policies and to set forth all standards of service offered to the public;

2.3.2 To direct and supervise all operations, functions, and policies of employees in the bargaining unit;

- 2.3.3 To determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated;
- 2.3.4 To determine the nature and qualifications of the work force and assigning duties and equipment, along with directing and evaluation Employees in the performance of their work assignments, and to determine schedules of work and time off;
- 2.3.5 To establish department policy/procedures, work rules, regulations, safety procedures and personnel policies and procedures; provided, however the Employer will endeavor to notify the Union of proposed changes affecting Employees covered by this Agreement prior to implementing such proposed changes and will provide the Union the opportunity to meet and discuss the proposed changes(s);
- 2.3.6 To select, increase, diminish or change equipment, vehicles, machinery, including the introduction of any and all new, improved or automated methods or equipment;
- 2.3.7 To effect a reduction in authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or other reasons;
- 2.3.8 To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons; the Employer agrees to provide reasonable prior notice of anticipated closures as set forth in this section;
- 2.3.9 To establish, revise, and implement standards for hiring, classification, and promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures. The Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future;
- 2.3.10 To create shifts, workdays, hours of work and work locations;
- 2.3.11 To designate and assign all work duties;
- 2.3.12 To introduce new and revise existing duties within the bargaining unit; provided, however, the Employer will notify the Union of any change in the essential functions of any existing bargaining unit job description prior to the implementation of the change;
- 2.3.13 To discipline, suspend, demote or discharge an employee, including but not limited to: unsatisfactory work performance, violation of County rules and/or policies or any other conduct deemed inappropriate or adverse to the Employer's ability to operate efficiently and productively;
- 2.3.14 To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and assign employees to such duties for periods to be determined by the Employer;
- 2.3.15 To take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency.

This list is not an all-inclusive list of all the Employer's rights, functions, prerogatives or authority, but only serves as a general guide. The Employer expressly reserves, and the Union agrees that the Employer retains, all customary, usual and exclusive rights as set out in Sections 2.2 and 2.3 of this Agreement, unless expressly set forth to the contrary in this Agreement.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Board of County Commissioners and/or other elected officials and/or department heads and the rights and obligations owed thereby to the citizenry.

2.4 Exclusions. Unless mutually agreed otherwise, work performance evaluations are specifically excluded from coverage of the grievance procedure set out in Article XXIII of this Agreement.

ARTICLE III – NEGOTIATIONS AND/OR CONFERENCES

- 3.1 Negotiations may occur on work time so long as all of the following conditions are met:
- 1) The Union President and one additional employee may participate in negotiations and related activity on paid time as set forth below;
 - 2) Dates must be requested by the employees at least one week in advance and approved through the department supervisor to ensure sufficient staffing to cover necessary work for that day;
 - 3) Negotiations shall begin within the last hour of the work day, with time prior to that allowed for travel from the place of work to the location of negotiations. Employees must use their own vehicle and will not be eligible for mileage reimbursement. Paid time will not be granted beyond the last hour of the regular shift. Should the parties agree to continue negotiations beyond the first hour, it will be on unpaid time;
 - 4) At no time shall negotiations cause overtime to occur.

All parties agree and recognize that the option to schedule meetings outside of business hours is retained by management.

ARTICLE IV – HOURS OF WORK

4.1 The regular workweek for the employees covered by this agreement shall not be more than forty (40) hours per week from Sunday through Saturday. A normal workday shall be from 7:00 a.m. to 3:30 p.m., provided further, the Employer may institute a schedule of four (4) ten (10) hour workdays consistent with the provisions set forth in Section 4.4. The normal workweek for eight (8) hour workdays shall be five (5) consecutive days, Monday through Friday. The normal workweek for ten (10) hour workdays shall be four (4) consecutive days, Monday through Thursday, or Tuesday through Friday as determined by the Employer. One-half (1/2) hour shall be allotted for lunch. All hours worked in excess of eight (8) hours or ten (10) hours as applicable in any one (1) day, or forty (40) hours in any week, shall be compensated at one and one-half times (1 ½) the regular rate of pay.

4.2 An alternate work schedule may be granted at the discretion of the Employer ~~to all employees except the members of the Road Crew.~~

4.3 Employees who drive County equipment between the point of assembly, the work site, and/or the place of overnight storage shall be compensated for such time involved as time worked. The assembly point for work in the upper County shall be the shop in Cle Elum. The assembly point for work in the lower County shall be the shop in Ellensburg. The employer may temporarily, seasonally, or permanently change an Employee's assignment to a specific shop. The employer shall provide three (3) days advance notice for temporary or seasonal changes and fourteen (14) days advance notice for permanent changes in assignment. The assembly point for Solid Waste shall be the SW facility of assignment, as determined by the Solid Waste Director or designee. The assembly point for all other employees shall be the main office located at 411 N. Ruby Street.

4.4 Notwithstanding Section 4.1, the Employer may institute a workweek of four (4) ten (10) hour consecutive work days by division or position. Hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall be overtime. The Employer agrees to provide fifteen (15) calendar days notice prior to the commencement of four (4) ten (10) hour workdays. Should the Employer implement a schedule of four (4) ten (10) hour workdays, such schedule shall continue for a period of at least ninety (90) calendar days. One-half (1/2) hour shall be allotted for lunch.

4.5 The Employer shall make every reasonable effort to equitably and fairly distribute overtime among the employees. The supervisor shall use the seniority list to assign the employee or employees overtime. The selection process shall rotate through the seniority list starting with the most senior employee and working to the least senior employee. The rotation shall continue from one overtime assignment to the next overtime assignment. A record of all overtime worked shall be posted monthly on the pertinent shop or department bulletin board. In cases of emergency or public necessity, the supervisor may select any available employee without regard to this section.

4.6 Any employee who is called back to work outside the normal shift shall be compensated for a minimum of four (4) hours of overtime at the rate and one and one-half (1-1/2) times the normal rate of pay.

4.7 Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift wherever practical. The rest period shall be scheduled at the middle of each one-half (1/2) shift, wherever this is feasible. Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur.

4.8 The Public Works Director or Designee will initiate contact with the crew prior to 9:00 p.m. the night before the crew is to report to work in cases of changing shift start times. Shift change notifications occurring after 9:00 p.m. or individual callbacks are subject to the terms and conditions of section 4.6.

ARTICLE V - EVALUATION

5.1 Employees will be provided a written evaluation of job performance on a minimum, but not restricted to, annual basis.

ARTICLE VI - WORK RULES

6.1 The Employer agrees to provide covered transportation, when necessary, from the assembly, namely the County Shops, to the site of the day's work.

6.2 All County mobile equipment used by non-supervisory employees shall be stored each night as directed by the Employer.

6.3 The Employer will provide coveralls to employees assigned to the black oil distributor, as necessary.

6.3.1 The Employer will provide to employees one (1) set of class 3 rain gear per contract cycle. The gear is for County use only; personal use is subject to disciplinary action. Upon termination of employment or if damaged, the rain gear will be returned to the Employer. Failure to return the rain gear will result in reimbursement for the purchase price and applicable taxes by the Employee.

6.3.2 The Employer will provide employees with two orange T-shirts.

~~6.4 For positions requiring DOT/CDL physicals, the Employer agrees to pay the cost of the required DOT/CDL physical if obtained at the facility designated by the Employer. If the employee chooses to utilize their primary care or other physician for said services, the employee will be required to cover the cost at 100%. The employer will request direct billing from the facility; however, if the facility is not able to accommodate this request the employee will need to submit a receipt and request reimbursement. Employees utilizing the Employer designated facility shall be allowed to obtain the DOT/CDL examination during work time up to a maximum of two and one half (2 ½) hours. Travel that occurs on paid time shall be directly from the employee's assembly point to the medical facility and back to the assembly point. The employee must use their own vehicle and there will be no mileage reimbursement granted. At no time shall the employee be required to travel more than sixty (60) miles (one-way) from the employee's assembly point to obtain a CDL physical.~~
6.4 For positions requiring DOT/CDL physicals, there are three (3) options available to the employee:

- 1) Employees who have a medical plan through the Washington Counties Insurance Fund (Premera or Group Health) may have their DOT/CDL physical covered at 100% so long as they select an in-network provider who is also an approved Medical Examiner listed in the National Registry of Certified Medical Examiners (<https://nationalregistry.fmcsa.dot.gov/NRPublicUI/home.seam>). This does NOT have to be the employee's primary care physician, and is covered in addition the employee's annual wellness exam. This provision is subject to WCIF and Premera/Group Health rules over which the employer has no control. Employees may contact HR or Premera/Group Health directly to confirm current plan rules/eligibility prior to receiving their exam.
- 2) The Employer agrees to pay the cost of the required DOT/CDL physical if obtained at the facility designated by the Employer. The employer will request direct billing from the facility; however, if the facility is not able to accommodate this request the employee will need to submit a receipt and request reimbursement.

3) The employee may select a physician of their choice; however, they will be responsible for 100% of the cost.

Employees utilizing coverage through the WCIF, or the Employer designated facility, shall be allowed to obtain the DOT/CDL examination during work time up to a maximum of two and one half (2 ½) hours. Travel that occurs on paid time shall be directly from the employee's assembly point to the medical facility and back to the assembly point. The employee must use their own vehicle and there will be no mileage reimbursement granted. At no time shall the employee be required to travel more than sixty (60) miles (one-way) from the employee's assembly point to obtain a DOT/CDL physical.

The Employer agrees to pay the difference between the amount of the employee's driver's license and the cost of the commercial driver's license (Class A) endorsement and hazardous material endorsement. Should the employee terminate employment within one year of obtaining said endorsements, the employee will be required to return 100% of the reimbursement to the County.

ARTICLE VII- NO STRIKE NO LOCKOUT

7.1 Neither the Union nor the employee shall cause or participate in any strike or work stoppage, slow down or other interference with County functions by employees of the County, and should same occur, the Union agrees to take appropriate steps to end such interference immediately. County employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including termination, as determined by the Employer.

7.2 The Employer agrees that there will be no lockouts during the term of this Agreement.

ARTICLE VIII- LAYOFF AND RECALL

8.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary including but not limited to the following, by reason of lack of work, lack of funds, inclement weather, and/or reorganization of the department.

8.2 Employees shall be laid off in reverse order by Division; the last person hired in the Division will be the first to be laid off. Said employee may bump the least senior employee in another division only if the laid off employee meets job description qualifications including all applicable licenses and/or certifications. All seasonal, part-time and probationary employees will be laid off in order stated prior to any full-time employee being laid off.

8.3 Seniority for this section will be the most recent date of hire in the bargaining unit by Division. Divisions shall be as follows:

- A. Flagger/Laborer
- B. Equipment Operator

- C. Survey/Inspection
- D. Mechanic
- E. Solid Waste

8.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new employees shall be hired by the Employer until available, qualified employees placed on layoff have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed one (1) year and that the laid off former employee keeps the Employer advised of a current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the former employee, with a copy by email to the Union President and Council 2 Staff Representative. A former employee so notified must indicate their acceptance of said re-employment within ten (10) calendar days from the date of mailing, and shall be back on the job within ten (10) business days of acceptance or forfeit all call-back rights under this article.

ARTICLE IX - BEREAVEMENT LEAVE

9.1 Leave shall be limited to three (3) days in any one instance. The Employer may grant two (2) additional days, not to exceed five (5) days total, if the death of an immediate family member occurs out of state. Bereavement leave is intended for the employee to assist in arrangement, attend services, and travel to services. Immediate family includes only persons related by blood or marriage or guardianship or legal adoption to the extent of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee and other relatives residing in the employee's household. It is understood that this leave is granted separate and apart from vacation and/or sick leave. Bereavement leave is granted to cover all or part of the scheduled work day and is not defined as an eight (8) hour day, as with other types of paid leave.

ARTICLE X – DISCIPLINE

10.1 The Employer may discipline or discharge an employee for just cause.

10.2 The disciplinary actions which the Employer may take against an employee include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Demotion
- E. Discharge or termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct as determined by the Employer. The above enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove. In other words, the Employer may implement disciplinary action by way of a written reprimand coupled with a suspension or the Employer may determine that the conduct is of such a serious nature as to warrant a different combination of disciplinary actions. Disciplinary action does not have to be taken in order of increasing severity from oral reprimand to discharge.

10.3 When the Employer determines that circumstances are such that retention of the employee will

likely result in disruption of County programs, damage to or loss of County property or be injurious to the County employee, fellow employees or the services provided by the County, the Employer may suspend the employee immediately pending a formal determination of disciplinary action.

10.4 Prior to imposing disciplinary action, except as provided in section 10.3, the Employer shall meet with the employee and advise the employee of alleged misconduct or reason for possible disciplinary action. The employee will be provided an opportunity to respond to the allegation. The employee may request to have a Union representative present for this meeting.

10.5 Probationary employees may be discharged or terminated at any time without just cause.

10.6 Copies of disciplinary action, including notations of verbal reprimands, taken by the Employer shall be forwarded to the Staff Representative, president– and placed with the exception of oral reprimands. Notations of oral reprimands shall be permitted in the personnel file.

10.7 ~~Written r~~Reprimands shall remain in the personnel file for a period of twenty-four (24) months at which time the employee may request the written reprimand be removed. The decision on removal shall be at the discretion of the Employer.

10.8 Any disciplinary document placed in the personnel file shall be initialed by the employee. The employee's initials are not an admission of guilt or wrong doing, but verification that he/she has seen it and it is the document that was placed in the file.

10.9 The employee shall be allowed an opportunity to respond to the disciplinary action, in writing, and the employee's response shall be included in the personnel file.

10.10 Each employee shall be allowed access to his/her official personnel file for review of its content. The employee's official personnel file will be maintained and located in the Human Resource Office.

ARTICLE XI - HOLIDAYS

11.1 The following legal paid holidays shall be recognized:

New Years' Day	First Day in January
Martin Luther King's Birthday	Third Monday in January (Solid Waste Only)
President's Day	Third Monday in February (Solid Waste Only)
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Veteran's Day	11th Day of November
Thanksgiving Day	Fourth Thursday of November
Day After Thanksgiving Day	Fourth Friday of November
Christmas Day	December 25th

For Public Works employees, each employee may select three (3) days which the employee desires to take as "Personal Holidays" providing it meets the approval of the immediate supervisor. For Solid Waste employees, each employee may select one (1) day which the employee desires to take as

“Personal Holiday” providing it meets the approval of the immediate supervisor.

Personal holidays must be used by December 31st or lost. Employees are not eligible for a Personal Holiday during the probationary period. Personal Holidays must be taken as a full day off.

Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

11.2 Any employee required to work on a paid holiday shall be compensated at the rate of one and one-half (1-1/2) times the normal rate, in addition to the holiday pay the employee would be entitled to if no work was performed.

11.3 If December 24 falls on a regular work day Monday through Thursday, the employees will cease work at noon. If December 24 falls on a Friday, it will be the observed Christmas holiday with no additional half day closure; nor will there be a half day closure if December 24 occurs on Saturday or Sunday.

11.4 Holidays falling within a four (4) day ten (10) hour work schedule will be granted at ten (10) hours with the exception of personal holidays.

ARTICLE XII- ANNUAL LEAVE

12.1 Annual leave with full pay shall accrue in the following manner:

Length of service	Hours per month
0 through 6 months	0 hours*
7 through 12 months	4 hours
13 months through 7 years	10 hours
8 through 15 years	13 hours
16+ years	17 hours

*Upon completion of six (6) months of service, a one-time sum of sixteen (16) hours will be added to the employee's vacation bank.

~~12.1.1 Brian Gordon will continue to be grandfathered at 18 hours under the previous grandfathering agreement. All other employees will follow the stated accrual schedule.~~

12.2 No employee shall carry over more than two hundred forty (240) hours accumulated vacation as of December 31 of any given year. Employees with a total of two hundred forty (240) hours accumulated vacation may continue to accumulate days earned during a current calendar year provided that those additional vacation days are used within that year. If said accumulated vacation days in excess of two hundred forty (240) hours are not used by December 31st of any given year, then said days shall lapse. Upon termination of employment for any reason, accrued annual leave up to a maximum of two hundred forty (240) hours may be cashed out based on the employee's regular rate of pay at that time. The final month worked shall be prorated relative to the effective date of termination. In no event can an employee, at the termination of their employment, cash out more than the maximum two hundred-forty (240) hours accumulated vacation. For employees hired after January 1,

2013, annual leave will only be cashed out upon termination after twenty-four (24) consecutive months of employment.

12.3 During the first six (6) months of employment, no employee shall be allowed annual leave, nor shall leave be accrued. However, upon successful completion of six (6) months of employment the employee shall begin to accrue the appropriate annual leave accruals for each subsequent month.

12.4 Annual leave is computed according to the anniversary date of hire.

12.5 Annual leave can be used in a minimum increment of one quarter (1/4) hour.

12.6 Upon termination of employment, annual leave will be prorated for the month of departure to the effective date of termination.

ARTICLE XIII – SICK LEAVE

13.1 An employee will accrue eight (8) hours of sick leave for each calendar month worked. Sick leave may be accumulated up to one thousand one hundred and twenty (1,120) hours.

13.1.1 At the date of signing, employees shall have their sick leave accumulation identified and recorded. Those employees whose accumulated balance of sick leave hours is greater than one thousand one hundred and twenty (1,120) hours will not accrue additional sick leave until such time as the balance falls below one thousand one hundred and twenty (1,120) hours. Use of sick leave to reduce this balance will be restricted to normally approved situations.

13.2 An employee abusing sick leave will be subject to ~~suspension or~~ discipline, up to and including termination.

13.3 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall use accumulated sick leave, then submit their worker's compensation timeloss payment to the Auditor's office to replenish, or "buy back" their sick leave. If the employee does not have any sick leave accrued, vacation will substitute before leave without pay will be granted. In the event of an overpayment, the employee shall return that amount of overpayment to the Employer.

13.4 Sick leave may be used in minimum increments of one quarter (1/4) hour for the following:

- A. Because of, and during illness or injury incapacitating the employee to perform his duties, or by having a scheduled appointment with a licensed person, pertaining to all matters of health, as governed by the State of Washington.
- B. By reason of exposure to contagious disease during such period as his attendance on duty would jeopardize the health of fellow workers or the public (upon request, a doctor's certificate shall be furnished by the employee documenting exposure to contagious disease).
- C. Because of illness in the immediate family, requiring the attendance of the employee.

“Immediate family” shall include only persons(s) related by blood or marriage, guardianship or legal adoption to the extent of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, and other relatives residing in the employee’s household.

13.5 Sick leave is accumulative to a total of one thousand one hundred and twenty (1,120) hours, after which time, if not taken, shall lapse month by month. That is, an employee at no time can have more than one thousand one hundred and twenty (1,120) hours of sick leave due.

13.6 As of January 1, 1988, employees previously hired shall have their sick leave accumulation identified and recorded. As to those employees hired prior to January 1, 1988, and who have at least thirty (30) hours of accumulated sick leave, upon retirement or layoff due to reduction in force or upon the death of the employee (payable to the estate) those employees shall receive in cash twenty-five percent (25%) of accumulated sick leave, not to exceed twenty-five percent (25%) of the employee’s accumulation as of January 1, 1988. Provided further, that as to those employees hired prior to January 1, 1988, whose accumulations are reduced below the recorded accumulation as of January 1, 1988, shall only receive twenty-five percent (25%) of the reduced accumulation.

13.7 Except as provided in the previous section 13.7, any and all accumulated sick leave earned subsequent to January 1, 1988, shall have no cash out value. Employees shall receive no cash payout upon separation from employment at Kittitas County, for leave accumulated after January 1, 1988.

13.8 Upon termination of employment, sick leave will be prorated for the month of departure to the effective date of termination.

ARTICLE XIV - WAGES

14.1 Set forth below is the wage schedule for Bargaining Unit employees. Employees will be paid at their designated Classification. It is agreed that any employee shall receive their regular rate of pay for any temporary work done in another classification that has a lower rate of pay. Employees, when called to do work of a higher classification shall be paid at the higher rate. An employee who is assigned crew lead over three (3) or more employees shall receive Lead Person Premium Pay. This does not prohibit the supervisor from assigning a lead person if crew is less than three (3).

An employee who performs work of one (1) hour or more in a function that receives premium pay shall be paid the premium pay for all time worked at that task on that day. Premium pay is cumulative.

14.2 Classification and Wage Scales ~~(see Appendix A):~~

14.2.1 Effective January 1, 201~~63~~ ~~wages will increase by 2%~~ a new compensation structure will be implemented. The current rate of pay will increased by 3% and become step 4 of a 7-step scale. Current employees will be placed in the appropriate step based on years of service, as follows:

<u>Years of Service</u>	<u>New Step</u>
<u>0-4</u>	<u>4</u>
<u>5-7</u>	<u>5</u>

Kittitas County – Local 792
January 1, 201~~63~~ – December 31, 201~~85~~

<u>8-19</u>	<u>6</u>
<u>20+</u>	<u>7</u>

New wage scales are represented in Appendix A.

Employees may be hired in at steps 1 – 3, depending on experience and level of CDL licensure, as determined by the Director of Public Works. Each year thereafter, employees will receive a step increase based on their position date. Should the position date fall on the 1st – 14th of the month, the step will take effect at the beginning of that month. If the position date falls on the 15th – end of month, the step will take effect the first of the following month.

-Retroactive payment of wages will be limited to those members of the bargaining unit employed by the County as of the date of signing this agreement.

14.2.2 Effective January 1, ~~2014~~2017, wages will increase by 12%.

14.2.3 Effective ~~January-July~~ 1, ~~2015~~2017, wages will increase by 21%.

14.2.4 Effective January 1, 2018, wages will increase by 1%.

14.2.5 Effective July 1, 2018, wages will increase by 1%.

No premium pay will be paid for work while in a training capacity. An employee will be considered to be in a training capacity if another employee is receiving premium pay for completing the task for the purpose of instruction, demonstration, or coaching.

14.3 Mechanics will provide their own hand tools and tool boxes. To provide for technological updating and replacement of tools, each mechanic shall receive a \$.~~29-35~~ per hour tool allowance in addition to the wage listed in the table above. The County will purchase “Shop Tools” which are normally not supplied by mechanics.

14.4 Overtime hours shall be shown separately from straight time hours on the employee’s payroll check.

14.5 Longevity pay, in addition to wages, will be paid according to the following schedule.

Length of service (years completed)	Longevity per hour
5-years	\$.35
7-years	\$.42
10 years	\$.47
15 years	\$.51
20 years	\$.57
25 years	\$.63

ARTICLE XV - SENIORITY

15.1 Seniority for this section means an employee's length of continuous service within the bargaining unit.

15.2 New employees shall complete a six (6)-month probation period and be added to the seniority list six (6) months after their date of hire. All employees will be classified as regular employees upon completion of their probation and credited for service during that time.

15.3 An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of more than one (1) year, discharge for just cause and retirement. During a layoff, an employee will not accrue seniority. If the employee is recalled within one (1) year the employee will not lose seniority accrued before layoff.

ARTICLE XVI - JOB POSTINGS

16.1 The Employer shall be the sole determiner of the need or necessity for filling any vacancy or newly created position.

16.2 If the Employer determines that a vacancy or new position should be filled, notice shall be posted at each shop and may be publicly advertised. Employees within the bargaining unit shall have a minimum of five (5) working days in which to file an application for the posted position.

16.3 The Employ~~ering-Official~~ shall have the right to select the individual applicant most qualified for the position. Should two (2) or more applicants be equally qualified and able to perform the duties of the position, preference shall be given to the regular employee with the greatest seniority.

16.4 In the event that a regular employee accepts the open or new position, during which the first ninety (90) working days shall be a trial service period. The employee may elect to revert to their previously held position during the trial service period.

The Employ~~ering-Official~~ shall make the final determination as to whether or not an employee meets the job standards of the new position. The Employ~~ering-Official~~ may return an employee to their previous position at any time during the trial service period if the Employ~~ering-Official~~ determines that said employee is not capable of meeting the job standards or properly performing the work.

ARTICLE XVII- FAMILY & MEDICAL LEAVE

17.1 Under the terms of The Family and Medical Leave Act, employees may request leave without pay under the following conditions:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee a son or daughter for adoption or foster care;

3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

17.2 Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period. The twelve (12) month period shall be defined as a calendar year commencing January 1. The employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical Leave. All requests for leave and any other notices regarding FMLA shall be in writing, and at least thirty (30) days in advance, unless emergency or unforeseen circumstances exist, then as soon as practicable. This section shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations.

ARTICLE XVIII - MILITARY LEAVE/JURY DUTY/LEAVE OF ABSENCE

18.1 Every employee covered by this agreement who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces 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 year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. A copy of the orders will be attached to the employee's timesheet.

18.2 An employee who is called for jury duty shall receive from the Employer the difference between their regular pay and the compensation received for jury duty for the actual time he or she is required to be absent from work because of such jury duty. Any such absence shall not be counted as accumulated sick leave or annual leave, unless the employee becomes ill or injured and cannot report for Jury Duty.

18.3 A leave of absence is granted at the discretion of the Employer.

18.3.1 Accrued vacation leave and personal holidays shall be used before any unpaid leave of absence can be authorized. Accrued sick leave shall only be used prior to authorizing an unpaid leave of absence in situations identified as acceptable uses under article XIII of this Agreement

18.3.2 Authorized unpaid leaves of absence shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave, holiday pay, or any other benefits during the period of authorized unpaid leave of absence. Unpaid leaves of absence will extend the probationary period of employment.

18.3.3 Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums will not be paid by Kittitas County during the course of unpaid leave of absence except as provided under FMLA and state law. Premium benefits paid by Kittitas County will be prorated to the percentage of hours actually worked. The employee will be responsible for the difference between the county-paid prorated cost and the full premium amount. If the leave without pay is not covered by the FMLA, and health plan rules require that the health care coverage be terminated, the employee will be offered COBRA as a self-pay option to continue coverage.

ARTICLE XIX- HEALTH AND WELFARE

19.1 The Employer participates in an insurance trust with the Washington Counties Insurance Fund, which provides a choice of major medical, dental, vision, and basic life insurance plans for employees of the County.

19.1.1 Effective January 1, ~~2013~~²⁰¹⁶, the Employer agrees to contribute ~~\$675.46~~^{\$700.00} per employee per month for benefit premiums and contributions to be used to purchase employee healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund. Any monies not required for employee healthcare coverage may be designated by the employee to purchase dependent healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund.

Retroactive health care contribution will be paid in one of the following ways:

1) If the employee has been paying for health care premiums through payroll deduction starting 1/1/16, the retroactive portion will be show as a correction on the employee's first paycheck following ratification. If the retroactive amount of \$24.54 is greater than the payroll deduction for premiums, the difference will be paid through a one-time VEBA contribution.

1)2) If the employee has been contributing to VEBA starting 1/1/16, the retroactive portion will be paid through a one-time VEBA contribution.

19.1.2 Effective January 1, ~~2014~~²⁰¹⁷, the Employer agrees to contribute the set dollar amount determined to be the baseline for the 2017 budget by the Board of County Commissioners. It is agreed that this amount will be equivalent to the amount granted to non-bargained employees including elected officials, and not lower than the 2016 contribution of \$700.00.~~the employer agrees to contribute \$675.46 per employee per month.~~

19.1.3 Effective January 1, 201~~8~~⁵, the Employer agrees to contribute the set dollar amount determined to be the baseline for the 2018 budget by the Board of County Commissioners. It is agreed that this amount will be equivalent to the amount granted to non-bargained employees including elected officials, and not lower than the 2016 contribution of \$700.00.~~the employer agrees to contribute \$675.46 per employee per month.~~

Purchase of employee healthcare coverage is mandatory in all areas offered through the Washington Counties Insurance Fund (medical, dental, vision, and basic life). Purchase of dependent healthcare

coverage is optional.

The County contribution may be directed into any cafeteria qualified plan adopted by the County during the length of the contract. Any monies remaining after being applied to mandatory employee coverage and optional dependent coverage shall be contributed to an HRA VEBA program. All dependent healthcare premiums must be paid prior to contributing to VEBA.

A Health Reimbursement Arrangement (HRA) is one type of Voluntary Employees' Beneficiary Association (VEBA) plan allowed under the Internal Revenue Code. HRA VEBA is a pre-retirement and post-retirement health reimbursement account.

19.2 Provision 19.1 is contingent upon the continued availability and selection of the specific coverage programs through the Washington Counties Insurance Fund.

19.3 The Employer agrees to retain the Social Security benefits during the life of this Agreement.

19.4 Should state or federal legislation require the employer to alter pertinent sections of the agreement, the County will provide as much advance notice as possible to the Union Representative and Union President.

ARTICLE XX – TEMPORARY EMPLOYMENT

20.1 Temporary employees, including summer help, will be hired by the Employer as needed. The work may include but not limited to flag persons, scale persons, engineering personnel (both technical and non-technical) and equipment operation. The temporary employees will work as directed by the Employer. The Employer will not place a temporary employee on a job that will displace a regular employee from work. All full time temporary appointments shall not exceed six (6) months duration in a twelve (12) month period. The use of inmates will be limited to equipment/shop clean-up and minimal grounds maintenance.

ARTICLE XXI - DRUG TESTING

21.1 Purpose: The Employer has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the Employer to screen or test employees to determine the presence of alcohol and/or controlled substances. This is also in compliance with federal regulations regarding employees who possess a CDL as a condition of employment.

21.2 Prohibition Regarding Alcohol and/or Controlled Substances:

- A. The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or 'mood altering' substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on County property, in County vehicles, or in personal vehicles while

conducting County business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.

- B. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or “mood altering” substances is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.
- C. An employee utilizing prescribed and/or “over-the-counter” medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee’s supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee.

In the event the employee does notify the Employer prior to, or immediately upon reporting to work, of the fact that such medication is being taken or will be taken, but does not immediately submit a physician’s release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee’s ability to safely, properly, and effectively perform the employee’s duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level. The Employer may also find alternate suitable assignments, including those within the bargaining unit that do not pose a risk to the employee and/or others.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the terms of this Agreement.

Violation of this section of the Agreement will result in disciplinary action which may include discharge.

21.3 Current Employee Substance Abuse Testing:

The applicable substance abuse testing procedures outlined below will be initiated if one (1) or more of the following events occur:

- A. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances; and this conclusion is confirmed by another supervisor, elected official or department head;
- B. Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
- C. Where the Employer receives reliable information regarding involvement by the employee with alcohol and/or controlled substances based upon personal knowledge of another individual (such as other employees of the County, the medical community, law enforcement personnel, or residents of the County);
- D. Due to random testing pursuant to federal law.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be

documented in writing and preserved for future reference by the County and the Union.

21.4 Substance Abuse Testing Procedures

- A. The Employer shall provide the employee with a written checklist containing reference to the following information:
 - 1. The employee has been provided a copy of the Drug Testing Policy set forth in this Agreement.
 - 2. The employee is given the opportunity to indicate the use of any drugs, including over-the-counter or prescription medication currently being used and/or recently taken.
 - 3. The Employer will set forth facts pertaining to the reason for requesting the drug and/or alcohol test.
- B. The Employer will transport the suspected employee to a predetermined testing facility.
- C. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- D. The employee will provide a urine sample, a blood sample or breath sample for testing for controlled substance or alcohol.
- E. Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident, incident or notification. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test will result in discharge. If the employee is physically unable to provide a urine sample within a reasonable period of time, a blood sample will be drawn and analyzed by the laboratory. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a twenty-four (24) hour time frame, that action will result in disciplinary measures which may include discharge.
- F. After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated unless testing is random.
- G. All specimens will be forwarded to laboratories meeting State or Federal guidelines to conduct such tests. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test. The laboratory shall maintain the specimen in accordance with State or Federal guidelines.

The laboratory will communicate the test results to the Employing Official. The Employing Official will evaluate those results, and confer with the Commissioners and Human Resource Director to determine the Employer's course of action. Within five (5) working days after receipt of a test result report, the Employer shall inform the employee in writing of the results.

- H. Test results will be kept confidential in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the County Commissioners, Employing Official and Human Resource Director, or designee, will have access. All records will be treated in the most confidential fashion by the Employer and the Union. Disclosures without employee consent may occur when:
 - 1. The information is compelled by law or judicial or administrative process.
 - 2. The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 - 3. The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- I. All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- J. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position.
- K. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the Employer shall meet with the employee within five (5) days of the receipt of the result for the purpose of advising the employee of the result, and to provide the employee the opportunity for response to any potential disciplinary proceedings. The employee's response may include the following:
 - 1. The employee will have the right to submit further information relative to the test results.
 - 2. The employee may request a confirmatory re-test of the original sample at the employees own expense.
 - 3. The employee may request a confirmatory re-test be conducted at a different certified laboratory, with the same drug or alcohol threshold detection levels as used in the original test. If the confirmatory re-test does not confirm the original positive test result, a third test shall be employed on the same specimen and the result of the third test shall be final. The cost of the third test shall be equally divided between the Employer and employee.
- L. Should analysis of the specimens described in Section (D) of this Agreement indicate a positive level of the substance in an employee's system, the Employer will have the

following options:

1. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employer will be provided semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:
 - a. The employee has successfully completed the treatment program; and
 - b. The attending counselor has formally released the employee to return to work; and
 - c. The employee agrees to submit to substance abuse testing.

In addition to any testing done as part of the rehabilitation program, during the next twelve (12) months following reinstatement, the employee consents to be tested at random up to four (4) times for the presence of alcohol, drugs and/or controlled substances at any time, on a random basis notwithstanding any other provisions of this Agreement to the contrary. Any subsequent violation of this Agreement will be grounds for immediate discharge;

2. Discharge the employee.

21.5 Self-Recognized Substance Abuse: Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 21.4(L)(1) above. For the purposes of this section, ONLY the leave and cost provisions described in Section 21.4 (L)(1) shall be applicable.

ARTICLE XXII – EMPLOYER CONDUCTED SEARCHES

22.1 The Employer reserves the right to conduct searches of County property, vehicles or equipment, including electronic devices, at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

ARTICLE XXIII – GRIEVANCE PROCEDURE

23.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee, Union and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

23.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

23.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee, Union or the Employer.

23.4 A grievance brought by the Employer shall be filed within ten (10) days of the event or occurrence by written notice to the President. Such a grievance will be heard by a joint meeting of the Employer and the Union within ten (10) working days of receipt of notice. If the issue is not resolved, the matter will be submitted to Step 4 of section 23.7 of this article.

23.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer or his/her designee and the employee or his/her representative may extend the time limits by mutual agreement in writing.

23.6 No grievance, other than grievances initiated by the Employer, shall be valid unless said grievance is submitted at Step 1, within ten (10) working days from its occurrence. If a grievance is not presented within ten (10) working days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost.

23.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the immediate supervisor within ten (10) working days from its occurrence. The immediate supervisor shall respond in writing within ten (10) working days after receiving said grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1, above, the grievance, in written form, shall be presented to the Department Head. Thereafter, the Department Head shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance.

Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2, above, the grievance, in written form, shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee(s), Union Representatives and the Board and County

representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their findings in writing within ten (10) working days of the meeting referenced hereinabove.

Step 4:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the Union or the Employer may refer the dispute to final and binding arbitration.
- (b) Notice - Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the Step 3 response.
- (c) Arbitration - Number - Selection: The Union and the Employer will attempt to select an arbitrator within twenty (20) calendar days after receipt of the written notice to arbitrate.

In the event the parties do not agree on an arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of ten (10) names from the register. Upon receipt of the ten names, the parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one name remains. This person will serve as the arbitrator subject to the following provisions.

- (d) Decision - Time Limit:
 - (i) The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.
 - (ii) Any decision by the arbitrator shall be binding on each party.
- (e) Limitations, Scope and Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - (ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
 - (iii) The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated, and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
 - (iv) In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of

books and papers relevant to the hearing, and question witnesses.

- (f) Arbitration Award - Damages - Expenses:
- (i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
 - (ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
 - (iii) The arbitrator shall not have authority to award punitive damages. Punitive damages do not include an award for lost wages, or lost benefits.
 - (iv) In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that said arbitration award was clearly erroneous, or that said arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then and in that event said award may be appealed to Superior Court. Said appeal shall be taken by either party within sixty (60) calendar days from the date of receipt of the written decision of the arbitrator.
 - (v) Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case as well as one-half the expense of the neutral arbitrator.

ARTICLE XXIV - TERMINATION

This Agreement shall be in full force and effect for a period beginning January 1, ~~2013-2016~~ through December 31, ~~2015~~2018.

Agreements reached between the parties to the agreement shall become effective only when signed by the President of Local 792, Representative of Washington State Council 2, and the Board of County Commissioners.

ARTICLE XXV – SUBORDINATE TO STATUTES

This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County, regulations within its statutory jurisdiction and shall further be subject and subordinate to the statutes of the State of Washington, and the Federal laws of the United States.

DATED this ____ day of ~~August~~September, ~~2013~~2016.

LOCAL 792

BOARD OF KITTITAS COUNTY COMMISSIONERS

Kittitas County – Local 792
January 1, 201~~63~~⁸³ – December 31, 201~~85~~⁸⁵

Tom Cash, Staff Representative

Obie O’Brien, Chairman

~~Darren Case~~Donnie Kies, President – Local 792

Paul Jewell, Vice Chairman

ATTEST:

Laura Osiadacz, Commissioner

Clerk of the Board

APPENDIX “A”

1/1/2016	1	2	3	4	5	6	7
LABORER	18.77	19.19	19.63	20.06	20.51	20.96	21.42
EQUIPMENT OPERATOR	21.26	21.73	22.22	22.72	23.22	23.73	24.26
MECHANIC	21.26	21.73	22.22	22.72	23.22	23.73	24.26
SOLID WASTE/COMPOST OPERATOR	21.26	21.73	22.22	22.72	23.22	23.73	24.26
ENGINEER TECH II	22.79	23.30	23.83	24.36	24.90	25.45	26.01
ENGINEER TECH III	25.07	25.63	26.21	26.80	27.39	27.99	28.61
ENGINEER TECH IV	27.58	28.20	28.83	29.48	30.13	30.79	31.47

1/1/2017	1	2	3	4	5	6	7
LABORER	18.96	19.39	19.82	20.27	20.71	21.17	21.64
EQUIPMENT OPERATOR	21.47	21.95	22.45	22.95	23.46	23.97	24.50
MECHANIC	21.47	21.95	22.45	22.95	23.46	23.97	24.50
SOLID WASTE/COMPOST OPERATOR	21.47	21.95	22.45	22.95	23.46	23.97	24.50
ENGINEER TECH II	23.02	23.54	24.07	24.61	25.15	25.70	26.27
ENGINEER TECH III	25.32	25.89	26.47	27.07	27.66	28.27	28.89
ENGINEER TECH IV	27.85	28.48	29.12	29.77	30.43	31.10	31.78

7/1/2017	1	2	3	4	5	6	7
LABORER	19.15	19.58	20.02	20.47	20.92	21.38	21.85
EQUIPMENT OPERATOR	21.68	22.17	22.67	23.18	23.69	24.21	24.74
MECHANIC	21.68	22.17	22.67	23.18	23.69	24.21	24.74
SOLID WASTE/COMPOST OPERATOR	21.68	22.17	22.67	23.18	23.69	24.21	24.74
ENGINEER TECH II	23.25	23.77	24.31	24.85	25.40	25.96	26.53
ENGINEER TECH III	25.57	26.15	26.74	27.34	27.94	28.55	29.18
ENGINEER TECH IV	28.13	28.76	29.41	30.07	30.73	31.41	32.10

1/1/2018	1	2	3	4	5	6	7
LABORER	19.34	19.78	20.22	20.67	21.13	21.59	22.07
EQUIPMENT OPERATOR	21.90	22.39	22.90	23.41	23.93	24.45	24.99
MECHANIC	21.90	22.39	22.90	23.41	23.93	24.45	24.99
MECHANIC	21.90	22.39	22.90	23.41	23.93	24.45	24.99
SOLID WASTE/COMPOST OPERATOR	21.90	22.39	22.90	23.41	23.93	24.45	24.99
ENGINEER TECH II	23.48	24.01	24.55	25.10	25.65	26.22	26.80
ENGINEER TECH III	25.83	26.41	27.00	27.61	28.22	28.84	29.47
ENGINEER TECH IV	28.41	29.05	29.70	30.37	31.04	31.72	32.42

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7/1/2018	1	2	3	4	5	6	7
LABORER	19.53	19.97	20.42	20.88	21.34	21.81	22.29
EQUIPMENT OPERATOR	22.12	22.62	23.13	23.64	24.17	24.70	25.24
MECHANIC	22.12	22.62	23.13	23.64	24.17	24.70	25.24
MECHANIC	22.12	22.62	23.13	23.64	24.17	24.70	25.24
SOLID WASTE/COMPOST OPERATOR	22.12	22.62	23.13	23.64	24.17	24.70	25.24
ENGINEER TECH II	23.72	24.25	24.80	25.35	25.91	26.48	27.06
ENGINEER TECH III	26.09	26.67	27.27	27.89	28.50	29.13	29.77
ENGINEER TECH IV	28.70	29.34	30.00	30.68	31.35	32.04	32.75

Title	Current	2013	2014	2015
<i>Survey/Inspection Division</i>				
Survey Party Chief	\$22.19	\$22.63	\$23.08	\$23.54
Construction Inspector	\$22.19	\$22.63	\$23.08	\$23.54
Survey Technician	\$20.79	\$21.21	\$21.63	\$22.06
<i>Road Maintenance Division</i>				
Equipment Operator	\$20.79	\$21.21	\$21.63	\$22.06
Laborer	\$18.36	\$18.73	\$19.10	\$19.48
<i>Mechanic Division</i>				
Mechanic	\$20.79	\$21.21	\$21.63	\$22.06
<i>Solid Waste Division</i>				
Ryegrass Facility Attendant	\$20.79	\$21.21	\$21.63	\$22.06
<i>Premium Pays</i>				
Spray Operator	Working class + \$1.00/hr			
Black Oil Operator	Working class + \$1.00/hr			
Boom Truck Operator	Working class + \$1.00/hr			
Lead Person	Working class + \$1.00/hr			
Layton Box Operators (2) & Raker (1)	Working class + \$1.00/hr			
Lead person in absence of supervisor	Working class + \$3.00/hr			

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2016 Implementation of Step Scales – Employee Placement

<u>Employee</u>	<u>Job title</u>	<u>Years of Service</u>	<u>2016 Step Placement</u>	<u>Current</u>	<u>1/1/2016</u>
<u>Browitt, Ervin</u>	<u>EQUIPMENT OPERATOR</u>	<u>0</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Liberty, Jason</u>	<u>EQUIPMENT OPERATOR</u>	<u>0</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Sly, Phillip</u>	<u>EQUIPMENT OPERATOR</u>	<u>1</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Weyand, Kevin</u>	<u>EQUIPMENT OPERATOR</u>	<u>1</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Lumsden, Casey</u>	<u>EQUIPMENT OPERATOR</u>	<u>1</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Cobain, Chris</u>	<u>EQUIPMENT OPERATOR</u>	<u>2</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Myers, Scott</u>	<u>EQUIPMENT OPERATOR</u>	<u>2</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Bach, JW</u>	<u>EQUIPMENT OPERATOR</u>	<u>2</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Lanphere, Rick</u>	<u>EQUIPMENT OPERATOR</u>	<u>2</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Walters, Jim</u>	<u>EQUIPMENT OPERATOR</u>	<u>3</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Magdlin, Alec</u>	<u>EQUIPMENT OPERATOR</u>	<u>4</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Fritz, Larry</u>	<u>EQUIPMENT OPERATOR</u>	<u>6</u>	<u>5</u>	<u>\$22.06</u>	<u>23.22</u>
<u>Grissom, Michael</u>	<u>EQUIPMENT OPERATOR</u>	<u>8</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Fudacz, Robert</u>	<u>EQUIPMENT OPERATOR</u>	<u>8</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Redlin, Boyd</u>	<u>EQUIPMENT OPERATOR</u>	<u>10</u>	<u>6</u>	<u>\$22.41</u>	<u>23.73</u>
<u>Peebles, Matt</u>	<u>EQUIPMENT OPERATOR</u>	<u>10</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Bugni, John</u>	<u>EQUIPMENT OPERATOR</u>	<u>10</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Kies, Donald</u>	<u>EQUIPMENT OPERATOR</u>	<u>11</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Dormaier, Keley</u>	<u>EQUIPMENT OPERATOR</u>	<u>18</u>	<u>6</u>	<u>\$22.06</u>	<u>23.73</u>
<u>Willette, Wes</u>	<u>EQUIPMENT OPERATOR</u>	<u>28</u>	<u>7</u>	<u>\$22.06</u>	<u>24.26</u>
<u>Richardson, Trena</u>	<u>LABORER</u>	<u>8</u>	<u>6</u>	<u>\$19.48</u>	<u>20.96</u>
<u>Douglas, McConkey</u>	<u>MECHANIC</u>	<u>0</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Taylor, Jay</u>	<u>MECHANIC</u>	<u>21</u>	<u>7</u>	<u>\$22.06</u>	<u>24.26</u>
<u>Danubio, Tony</u>	<u>SOLID WASTE OPERATOR</u>	<u>1</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Weeks, Drew</u>	<u>COMPOST FACILITY OPERATOR</u>	<u>0</u>	<u>4</u>	<u>\$22.06</u>	<u>22.72</u>
<u>Case, Darren</u>	<u>ENGINEER TECH II</u>	<u>12</u>	<u>6</u>	<u>\$23.65</u>	<u>25.45</u>
<u>Tappel, Bryan</u>	<u>ENGINEER TECH III</u>	<u>0</u>	<u>4</u>	<u>\$26.02</u>	<u>26.80</u>
<u>Bamford, Ken</u>	<u>ENGINEER TECH IV</u>	<u>30</u>	<u>7</u>	<u>\$28.62</u>	<u>31.47</u>