

# **COLLECTIVE BARGAINING AGREEMENT**

*Between*

**KITTITAS COUNTY**  
BOARD OF COUNTY COMMISSIONERS

*And*

**COUNCIL 2**  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
REPRESENTING LOCAL 792  
American Federation of State, County, and Municipal Employees, AFL-CIO

**COVERING THE FOLLOWING COUNTY EMPLOYEES:**

Road Maintenance Crew  
Construction Technician Crew  
Solid Waste and Compost Facility Operators

**January 1, 2025 – December 31, 2027**

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## **PREAMBLE**

This Agreement is made and entered into by and between Kittitas County Board of County Commissioners, hereinafter referred to as the "Employer", and Council 2, Washington State Council of County and City Employees, representing Local 792, American Federation of State County and Municipal Employees (AFSCME) AFL-CIO, hereinafter 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 herein are subject to existing laws, and if any provision is held or found to be in conflict with the law relating thereto, said provision shall be void and shall not bind either party thereto. All other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 1 – 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 Article 5 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 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.
- 1.3 The Employer does further agree to recognize any employed, authorized Union official and to permit said official to visit the Employer's premises and to investigate working conditions in said premises 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 representatives shall not disrupt the workforce or interfere with employee job performance during work hours. The visiting Union official will provide courtesy notice to the Public Works Director and the Solid Waste Director (depending on which worksite is being entered), either by telephone or in person, prior to entering the worksite.
- 1.4 The Union agrees to defend, indemnify, and hold the County harmless against any and all claims, suits, orders, judgments, or any other actions brought or issued against the County as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the County complies with the provisions outlined in this Article.

## **ARTICLE 2 – MEMBERSHIP**

- 2.1 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to a Union staff representative if they have questions about Union membership.

- 2.2 Information to Exclusive Bargaining Agents – On a monthly basis the Employer shall transmit a complete bargaining unit member list containing the following:
- A. Employee’s name and date of hire; and
  - B. Employee’s contact information including cell, home, and work phone numbers, work and most up-to-date personal email addresses, home/mailling address; and
  - C. Employee’s employment information including job title, salary or rate of pay, and worksite location or duty station.
- 2.3 For current Union members and those who choose to join the Union, the County agrees to deduct Union dues once each month from the pay of bargaining unit employees who authorize the County to do so. The County agrees to continue to do so for such time and on conditions set forth in the authorization for payroll deduction until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. Authorization for deductions shall be electronic or in writing and filed with the County.
- 2.4 Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll authorization card. The Union will provide timely notice to the County of the cancellation of dues authorization by a bargaining unit member. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after the County’s receipt of notice of cancellation from the Union.
- 2.5 When the Employer hires a new employee the Employer shall, as soon as practicable, but preferably prior to the first date of employment, provide the Union representative with the name of the employee, corresponding job title, department, and hire date. A Union official shall be granted up to thirty (30) minutes during an employee’s regular work hours to provide each new employee a basic overview of the employees’ rights and responsibilities regarding Union membership, dues authorizations, and Union insurance, at no loss of pay to the employee. Prior arrangements must be made to avoid disruption to the department. Should the employee and Union representative determine that more time is needed, they will schedule additional time outside the employees’ scheduled work hours.
- 2.6 When provided a Union authorization 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 by the Union. 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 employee name, home address, hire date in current bargaining unit, job classification, department, hours worked, monthly base wage, and amount of union dues deducted. 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.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority, except as 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.
- 3.2 The Employer shall have the sole right to hire all new employees. The Employer or the Employer's representatives shall determine the qualifications of the employees.
- 3.3 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
  - A. To determine its mission, policies, and to set forth all standards of service offered to the public;
  - B. To direct and supervise all operations, functions, and policies of the employees in the bargaining unit;
  - C. To determine the specific programs and services offered by the Employer, and the methods, means, and facilities by which they shall be effectuated;
  - D. 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;
  - E. To establish department policy/procedures, work rules, regulations, safety procedures, and personnel policies and procedures; provided, however, that 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 proposed change(s);
  - F. To select, increase, diminish, or change equipment, vehicles, machinery, including the introduction of any and all new, improved, or automated methods or equipment;
  - G. To affect a reduction in authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or other reasons;
  - H. To close or liquidate an office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize, or combine the work 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 Article;
  - I. 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;

- J. To create shifts, workdays, hours of work and work locations;
- K. To designate and assign all work duties;
- L. To introduce new and revise existing duties within the bargaining unit; provided, however, the Employee 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;
- M. 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;
- N. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and assign employees such duties for period to be determined by the Employer;
- O. 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.

3.4 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.

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

3.6 **Exclusions.** Unless mutually agreed otherwise, work performance evaluations are specifically excluded from coverage of the grievance procedure set out in Article 24 of this Agreement.

#### **ARTICLE 4 – NEGOTIATIONS AND/OR CONFERENCES**

4.1 Negotiations shall occur on work time at mutually agreeable times not to unduly interrupt the normal functioning of the County. Two (2) Union officials who are employees in the bargaining unit shall be granted time off without loss of pay for negotiations. In the event negotiations extend past the normal workday as set forth in Article 5 and the Employer agrees that continuing the negotiation process would be advantageous to reaching an agreement the Employer agrees to compensate employees as set forth in Article 5.1 of this Agreement.



- 4.2 Union officials who are employees in the bargaining unit shall be granted time off without loss of pay for meetings with the County concerning matters of vital importance to the employees in the bargaining unit.

#### **ARTICLE 5 – HOURS OF WORK**

- 5.1 The regular workweek for employees covered by this Agreement shall not be more than forty (40) hours per week from Sunday through Saturday.

**Public Works Employees:** From October 1 through March 31 the normal (eight (8) hour) workday shall be from 7:00 AM to 3:30 PM. From April 1 through September 30 the normal (ten (10) hour) workday shall be from 6:00 AM to 4:30 PM. The normal workweek for eight (8) hour workday shall be five (5) consecutive days, Monday through Friday. The normal workweek of ten (10) hour workdays shall be four (4) consecutive days, Monday through Thursday or Tuesday through Friday as determined by the Employer.

**Solid Waste Employees:** The normal forty (40) hour workweek shall be five (5) consecutive eight (8) hour days either Monday through Friday or Tuesday through Saturday as determined by the Employer. The normal scheduled work hours are 7:30 AM to 4:00 PM.

- 5.2 One-half (1/2) hour shall be allotted for lunch. All hours worked in excess of eight (8) hours, or ten (10) hours as determined by the normal work schedule, in any one (1) day, or forty (40) hours in any week, shall be compensated at one and one-half (1 ½) the regular rate of pay. The scheduled dates set forth above may be amended/extended as necessary for operations needs by the County with prior notification to the Union.
- 5.3 **Compensatory Time:** An employee who works overtime will be paid overtime as provided above UNLESS the employee chooses to receive compensatory time off in lieu of overtime pay, which will be credited at one and one-half of compensatory time off for each hour of overtime worked. No employee may accumulate in excess of forty (40) hours of compensatory time. Requests for use of compensatory time will be granted within a reasonable time period subject to available staffing, workload, and emergency requirements of staff and services.
- 5.4 An alternate work schedule may be granted at the discretion of the Employer.
- 5.5 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 Public Works 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 or the Public Works Office, located at 411 N. Ruby Street. The Employer may temporarily, seasonally, or permanently change an employee's assignment to a specific shop. The Employer shall provide three (3) working days advance notice for temporary or seasonal changes and fourteen (14) working days advance for permanent changes in assignment. The assembly point for Solid Waste employees shall be the Solid Waste facility of assignment, as determined by the Solid Waste Director or designee. Where the Employer is unable, for any reason, to provide notification of a change to the assembly point as required above, it will be treated as a callback subject to the terms and conditions of Article 5.7.

- 5.6 The Employer shall make every reasonable effort to distribute overtime equitably and fairly among the employees. The supervisor shall use the seniority list to assign the employee or employee's overtime. The selection process shall rotate through the seniority list starting with the most senior employee and working to the least senior employee. The rotations shall continue from one (1) 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.
- 5.7 **Callbacks:** 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 of one and one-half (1 ½) times the normal rate of pay.
- 5.8 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.
- 5.9 The Employer will initiate contact with the crew prior to 9:00 PM the night before the crew is to report to work in cases of changing shift start times. Shift change notification occurring after 9:00 PM or individual callbacks are subject to the terms and conditions of Article 5.7.

#### **ARTICLE 6 – EVALUATION**

- 6.1 Employees will be provided a written evaluation of job performance on at least an annual basis.

#### **ARTICLE 7 – WORK RULES**

- 7.1 The Employer agrees to provide covered transportation, when necessary, from the assembly, namely the County Shops, to the site of the day's work.
- 7.2 All County mobile equipment used by non-supervisory employees shall be stored each night as directed by the Employer.
- 7.3 The Employer will provide Personal Protective Equipment (PPE) as required by the Washington State Department of Labor and Industries. Additionally, coveralls shall be provided for use by employees assigned to the black oil distributor to protect their personal clothing during work activities which may result in damage to the employee's clothing, as necessary.
- 7.4 The Employer will provide to employees one (1) set of class 3 rain gear per contract cycle.
- 7.5 For positions requiring DOT/CDL physicals, there are two (2) options available to employees:



- A. 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.
  - B. The employee may select a physician of their choice; however, they will be responsible for 100% of the cost.
- 7.6 Employees utilizing the Employer designated facility shall be allowed to obtain the DOT/CDL examination during work time up to a maximum of one and one half (1 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.
- 7.7 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 (1) year of obtaining said endorsements, the employee will be required to return 100% of the reimbursement to the County.

#### **ARTICLE 8 – NO STRIKE NO LOCKOUT**

- 8.1 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 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.
- 8.2 The Employer agrees that there will be no lockouts during the term of this Agreement.

#### **ARTICLE 9 – LAYOFF AND RECALL**

- 9.1 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.
- 9.2 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 the job description qualifications including all applicable licenses and/or certifications. All seasonal, part-time, and probationary employees will be laid off in the order stated prior to any full-time employee being laid off.

9.3 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. Traffic Technician
- D. Engineer Technician
- E. Mechanic
- F. Solid Waste Operator
- G. Solid Waste Operator/Mechanic
- H. Airport Operator/Mechanic
- I. Lead Operator
- J. Lead Mechanic

9.4 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 reemployment in reverse order of layoff, provided the layoff period does not exceed one (1) year and that laid off former employee keeps the Employer advised of a current address. An offer of reemployment 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 reemployment 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 10 – 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. Termination

- 10.3 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.
- 10.4 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.
- 10.5 Prior to imposing disciplinary action, except as provided in Article 10.4, the Employer shall meet with the employee and advise the employee of the 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.
- 10.6 Probationary employees may be discharged or terminated at any time without just cause.
- 10.7 Copies of disciplinary action, including notations of verbal reprimands, taken by the Employer shall be forwarded to the Staff Representative and placed in the personnel file.
- 10.8 Verbal and written reprimands shall be removed from the personnel file after twenty-four (24) months unless the employee commits similar infractions during the twenty-four (24) month period. For other disciplinary actions, the employee may request the reprimand be removed from the personnel file at twenty-four (24) months and on a yearly basis thereafter. The decision on removal shall be at the discretion of the Employer.
- 10.9 Any disciplinary document placed in the personnel files shall be initialed by the employee. The employee's initials are not an admission of guilt or wrongdoing, but verification that he/she has seen it, and it is the document that was placed in the file.
- 10.10 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.
- 10.11 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 Resources Office.

**ARTICLE 11 – HOLIDAYS**

- 11.1 The following legal paid holidays shall be recognized:

New Year's Day	First day in January
Martin Luther King Jr. Day	Third Monday in January ( <i>Solid Waste Only</i> )
President's Day	Third Monday in February ( <i>Solid Waste Only</i> )
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	Fourth of July
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
Two (2) Floating Holidays	

- 11.2 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.
- 11.3 **Public Works Employees:** Each employee may select two (2) additional days which the employee desires to take as "Personal Holidays" providing it meets the approval of the immediate supervisor. Personal Holidays must be used by December 31<sup>st</sup> or lost. Employees are not eligible for a Personal Holiday during the probationary period. Personal Holidays must be taken as a full day off.
- 11.4 Any employee required to work on a paid holiday shall be compensated at the rate of one and one-half (1 ½) times the normal rate, in addition to the holiday pay the employee would be entitled to if no work was performed.
- 11.5 If December 24 falls on a regular working 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.
- 11.6 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 12 – PAID TIME OFF (PTO)**

- 12.1 **Accrual:** Paid Time Off (PTO) for regular employees shall accrue monthly at a rate in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours/Month</b>	<b>Hours/Year</b>
0 months to 12 months of service	18.667	224
At the beginning of the employee's 2 <sup>nd</sup> year of service	22	264
At the beginning of employee's 5 <sup>th</sup> year of service	23.667	284

At the beginning of employee's 8 <sup>th</sup> year of service	25.333	304
At the beginning of employee's 12 <sup>th</sup> year of service	27	324
At the beginning of employee's 16 <sup>th</sup> year of service	28.667	344

- A. Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.
- B. Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- C. PTO hours cannot be used prior to accrual.

- 12.2 Probationary Restriction: Subject to supervisor approval, PTO may be used following accrual.
- 12.3 Scheduling: The County shall determine when scheduled PTO shall be taken by way of advanced scheduling insofar as practicable. Requests will generally be granted on a first come basis, but seniority shall be considered for conflicts involving simultaneously submitted requests. The minimum PTO authorized shall be one-half hour.
- 12.4 Part-Time Prorate: Regular part-time employees shall be entitled to that fractional part of the PTO that the total number of hours of employment bears to the total number of hours required for full-time employment.
- 12.5 Payment Upon Termination: Accrued PTO shall be paid to regular employees whose service is terminated by resignation, death, reduction of force, termination, or retirement, up to a maximum of 360 hours, provided that in the case of resignation, the employee has given at least 14 days' notice prior to separation of employment.
- 12.6 Minimum Utilization: After one (1) year of County service, all regular employees shall be strongly encouraged to take at least 40 consecutive hours of scheduled PTO annually. Holidays which occur during a scheduled PTO period shall be charged to holiday time. Such holiday will apply towards the 40 consecutive hour requirement.
- 12.7 Carryover Cap: As of December 31<sup>st</sup> of each year, accumulated PTO may not exceed a total of 720 hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accrual shall have their accrual balance reduced to 720 hours effective January 1 of the subsequent year. However, no hours shall be forfeited in the event Employees are prevented from utilizing PTO leave due to workflow needs. In that the event the Employer agrees to cash out excess hours at the Employees current hourly rate of pay.
- 12.8 Advance Notification of PTO Use: If the need for PTO is foreseeable, the employee must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PTO, to the employee's immediate supervisor or department head. For example, the need to use PTO for scheduled health and dental appointments, or annual vacations, is foreseeable, so the employee would need to provide advanced notice of PTO use.
- 12.9 Unscheduled PTO: Unscheduled PTO is limited to emergencies or other urgent situations which are unforeseeable. Preventative health and dental appointments are not considered

unscheduled and must be requested in advance in accordance with Article 13.3. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as practicable, notify their immediate supervisor or department head. In the event it is impracticable for an employee to provide notice, a person on the employee's behalf may provide notice to the employee's immediate supervisor or Department Head.

In addition to the examples listed above, WAC 296-128-700 and RCW 49.46.210 allow employees to utilize PTO for themselves or their eligible family members for purposes including:

- A. Leave under the domestic violence leave act, chapter 49.76 RCW, for an employee or family member who is a victim of domestic violence, sexual assault, or stalking.
- B. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- C. Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.
- D. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- E. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

- 12.10 Verification of Absences Exceeding Three (3) Days: If an employee uses unscheduled PTO for more than three (3) consecutive days, the employee will be required to provide verification that establishes or confirms the use of unscheduled PTO for an authorized purpose. The employee must complete and sign the "Employee Verification of Authorized Use of Unscheduled PTO for Absences Exceeding Three (3) Days" form and return it to their supervisor within ten (10) calendar days of the employee's return to work from their unscheduled absence. Verification forms and accompanying documentation will be forwarded to the Human Resources Department.
- 12.11 Employee Discipline: Any employee who fails to comply with the notification of PTO use and/or verification of absences provisions set forth in Articles 12.8, 12.9, and/or 12.10, may be subject to progressive discipline up to, and including, termination of employment.
- 12.12 Extended Illness Time Bank (EIT): Employees who received an EIT bank as a result of ratification of this PTO policy on January 1, 2022 may continue to use time from their EIT, until the EIT bank is exhausted. EIT bank must be exhausted before using PTO for a sick leave authorized purpose (see 12.9). EIT hours are not eligible for cash out upon separation.



### **ARTICLE 13 – FAMILY AND MEDICAL LEAVE**

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

- A. For the birth of a son or daughter, and to care for the newborn child;
- B. For placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

13.1.1 Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to 12 weeks within a 12-month period.

13.1.2 The 12-month period shall be defined as a calendar year commencing on January 1<sup>st</sup>.

13.1.3 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, unless FMLA is taken concurrently with any other deferral or state leave that dictates that an employee may choose to use unpaid leave in coordination with protected leave.

13.1.4 All requests for leave and any other notices regarding Family and Medical Leave shall be in writing, and at least thirty (30) days in advance, unless emergency or unforeseen circumstances exist, then as soon as practicable.

13.1.5 This Article 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.

13.2 Paid Family and Medical Leave (PFML): The parties recognize that the Washington State Paid Family and Medical Leave program is in effect and eligibility for and approval of leave for purposes as described under the program shall be in accordance with Title 50A RCW.

13.2.1 The employee may use PTO, compensatory time, or personal holidays as a supplemental benefit while receiving a partial wage replacement for PFML.

### **ARTICLE 14 – BEREAVEMENT LEAVE**

14.1 Leave shall be limited to three (3) days in any one (1) 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 paid time off (PTO). Bereavement leave is granted to cover all or part of the scheduled workday and is not defined as an eight (8) hour day, as with other types of paid leave.

#### **ARTICLE 15 –MILITARY LEAVE, JURY DUTY, & LEAVE OF ABSENCE**

- 15.1 **Military Leave:** 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.
- 15.2 **Jury Duty:** Any 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 PTO unless the employee becomes ill or injured and cannot report for jury duty.
- 15.3 **Leave of Absence:** A leave of absence is granted at the discretion of the Employer.
  - 15.3.1 Accrued paid leave and personal holidays shall be used before any unpaid leave of absence can be authorized.
  - 15.3.2 Authorized unpaid leaves of absence shall not interrupt prior or continuous employment; however, the employee shall not be credited with earning PTO, 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.
  - 15.3.3 Subject to the terms, conditions, and limitations of 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 plan care coverage be terminated, the employee will be offered COBRA as a self-pay option to continue coverage.

#### **ARTICLE 16 – WAGES**

- 16.1 Set forth below is the wage schedule for Bargaining Unit employees. Employees will be paid at their designated Classification. It is agreed that the 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).
- 16.2 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.
- 16.3 Wages shall be paid in accordance with the salary schedule set forth in Appendix A, attached hereto and incorporated herein by this reference.
- A. Effective January 1, 2025, the union will adopt the AFSCME wage matrix, contained in Appendix "A."
  - B. Effective January 1, 2026, all wages will be increased by 6% OR 100% of the change in the CPI-W West Region, Size Class B/C when comparing the month of June 2025 to June 2024, whichever is LOWER, with a minimum increase of 3%.
  - C. Effective January 1, 2027, all wages will be increased by 6% OR 100% of the change in the CPI-W West Region, Size Class B/C when comparing the month of June 2026 to June 2025, whichever is LOWER, with a minimum increase of 3%.
- 16.4 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. Premium Pay is contained in Appendix "B."

#### **ARTICLE 17 – SPECIAL COMPENSATION PROVISIONS**

- 17.1 Workwear Allowance: On January 1 of each year of this Agreement, the Employer will provide employees a boot/clothing allowance of up to \$350 per year for the replacement of boots and clothing used in the performance of their jobs. Employees who do not utilize their full allowance by December 31<sup>st</sup> shall be allowed to roll their remaining allowance to the next calendar year for a total of up to \$700. Remaining dollars may not be carried forward beyond the next calendar year.
- 17.2 Tool Allowance: Mechanics in the Public Works Department will provide their own tools and toolboxes. To provide for technological updated and replacement of tools, each mechanic shall receive a \$0.40 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.
- 17.3 Longevity Pay: Longevity pay, in addition to wages, will be paid according to the following schedule:

<b>Length of Service</b>	<b>Longevity per month</b>
At 8 years of employment	\$70
At 12 years of employment	\$100
At 16 years of employment	\$140

Employees who are currently receiving longevity pay at ten (10) years of service at the time of ratification shall continue to receive current longevity pay (\$0.50 per hour) until the beginning of their 12th year of employment when the new rate will take effect.

17.3.1 Effective January 1<sup>st</sup>, 2026, the longevity scale in effect will be increased by 6%, or 100% of the change in the CPI-W West Region, Size Class B/C when comparing the month of June 2025 to June 2024, whichever is lower, with a minimum increase of 3%.

17.3.2 Effective January 1<sup>st</sup>, 2027, the longevity scale in effect will be increased by 6%, or 100% of the change in CPI-W West Region, Size Class B/C when comparing the month of June 2026 to June 2025, whichever is lower, with a minimum increase of 3%.

17.4 Deferred Compensation: The Employer agrees to match Employee contributions to the 457(b) deferred compensation plan up to a maximum of two percent (2%) of the employee's base wage.

17.4.1 Eligibility: All employees who voluntarily participate in one of the Employer-sponsored 457(b) deferred compensation plans by making contributions from their wages are eligible to receive the Employer's matching contribution.

17.4.2 Calculation of Matching Contributions: The Employer's matching contribution shall be calculated based on two percent (2%) of the Employee's base wage per pay period, provided that the employee contributes an equal or greater amount to the 457(b) deferred compensation plan.

17.4.3 Timing of Contributions: Employer matching contributions will be made on a per-pay-period basis, concurrent with employee contributions. Matching contributions are deposited into the employee's 401(a) account in accordance with applicable laws and plan regulations.

17.4.4 Vesting Schedule: All Employer match contributions are subject to a one (1)-year vesting period. Employees must complete one (1) year of continuous service with Kittitas County in order to become fully vested in the Employer match contributions. If an employee separates from County employment before completing one (1) year of continuous employment, any unvested Employer match contributions will be forfeited and returned to the Employer. The one (1) year vesting requirement may be waived if separation of employment is due to retirement.

## **ARTICLE 18 – SENIORITY**

- 18.1 Seniority for this section means an employee's length of continuous service within the bargaining unit.
- 18.2 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 have PTO bank credited for service during that time.
- 18.3 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 19 – OPEN POSITIONS/PROMOTIONS/CLASSIFICATION REVIEW**

- 19.1 The Employer shall be the sole determiner of the need or necessity for filling any vacancy or newly created position.
- 19.2 If the Employer determines that a vacancy or new position should be filled within the bargaining unit, the position shall be posted on the County's recruitment website and at each shop, and may be publicly advertised. Open positions shall be posted for a minimum of five (5) working days.
- 19.3 **Promotional Opportunities:** Promotional opportunities are defined as employment opportunities within the following bargaining unit positions:
  - A. Engineer Technician I, II, and III
  - B. Lead Operator
  - C. Lead Mechanic

If the Employer determines that a promotional vacancy or new position should be filled, the position will be posted for five (5) working days exclusively to employees within the bargaining unit. After five (5) working days, the position may also be posted outside of the bargaining unit as determined by the Employer.

- 19.3.1 The initial five (5) day union-only posting period may be waived upon agreement between the Employer and the Union that there are no candidates within the bargaining unit that are qualified and/or interested in applying for the promotional position. In such cases, the position may be posted both internally and externally as determined by the Employer.
- 19.4 The Employer shall have the right to select the individual applicant most qualified for the open position.
  - 19.4.1 If two (2) or more applicants for the position are equally qualified and able to perform the work, first preference shall be given to regular employees of the bargaining unit who

presently work in the department affected; performance history may be taken into account.

19.4.2 Should two (2) or more applicants currently working within the bargaining unit and department affected be equally qualified and able to perform the duties of the position, preference shall be given to the regular employee with the greatest seniority. Performance history may be taken into account.

19.5 **Trial Service Period:** In the event that a regular employee accepts an open or new position, 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.

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

19.7 **Job Classification Review:** In the event that the Union or the Employer believes that an employee's current duties and responsibilities are no longer accurately represented in their job description, the Union or Employer may request a job description review. The requesting party will submit documentation in accordance with the County's Classification Policy to the Human Resources Department.

19.7.1 Requests for classification review must be submitted to the Human Resources Department no earlier than April 1<sup>st</sup> and no later than May 31<sup>st</sup> during each year of the contract.

19.7.2 The Union and the Employer will meet no later than June 30<sup>th</sup> to discuss the issue and determine what, if any, adjustments should be made.

## **ARTICLE 20 – HEALTH AND WELFARE**

20.1 The Employer will provide employees access to health insurance that will include at least one (1) plan option for medical, dental, vision, and basic life insurance.

20.2 Effective January 1, 2025, and for the life of this Agreement, the Employer agrees to contribute on a monthly basis an amount equal to the composite rate of the Employer-sponsored base plan for medical, dental, vision, basic life insurance, and base long-term disability. Employees who elect to enroll in the UHC 1500 buy-up medical plan are responsible for paying the difference in cost between the base plan and the buy-up plan, up to 8.6% of the total cost of the 1500 buy-up plan.

20.3 Purchase of employee healthcare is mandatory in all areas (medical, dental, vision, basic life, and base long-term disability). Enrollment in dependent healthcare coverage is optional.

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



- 20.5 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.
- 20.6 **Life Flight Air Coverage:** Effective 1/1/2025, and for the life of this Agreement, the Employer agrees to provide each employee with a Life Flight Air Coverage (<https://www.lifeflight.org/membership/>) annual membership. The County will pay 100% of the annual membership fee per employee, per year, for each year of this Agreement. Should the membership fee change during this contract cycle, the County will cover 100% of the membership fee, up to \$100 per employee, per year. The employee will be responsible for paying any membership fee amounts above \$100 via payroll deduction.

### **ARTICLE 21 – TEMPORARY EMPLOYMENT**

- 21.1 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 22 – DRUGS AND ALCOHOL**

- 22.1 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.
- 22.2 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 Article of the Agreement is just and sufficient cause for immediate discharge.
  - B. Reporting to work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribe medication), controlled substances and/or 'mood altering' substances is prohibited. Violation of this section of the Agreement will result in disciplinary action with 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 PTO leave benefits in accordance with the terms of this Agreement.

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

**22.3 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 resident 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.

**22.4 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 a breath sample for testing for controlled substances 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 Resources 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 of the regular personnel files. Access to the file will be extremely restricted – only the County Commissioners, Employing Official, and Human Resources 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 employee's 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 Article 22.4 (D) of this Agreement indicate a positive level of the substance in the employee's system, the Employer will have the following options:
  - 1. Provide the employee an opportunity to enter into a Last Chance Agreement. As part of the Last Chance Agreement, the Human Resources Department will refer the employee to the Employee Assistance Program (EAP) to be evaluated by a qualified Substance Abuse Professional (SAP). The SAP will determine the extent of the employee's chemical dependency and whether the employee requires treatment services. The employee will be placed on an unpaid leave-of-absence so that the employee may enroll in and complete a certified alcohol and/or drug treatment program. An employee may use accumulated PTO during this period; and FMLA protections shall apply. Once the employee successfully completes

the prescribed treatment program, the employee will be reinstated to the employee's previous position. Cost of the treatment program and any follow-up services will be the sole responsibility of the employee or medical insurance provider (within plan limitations). The Employer will be provided periodic progress reports from the SAP during the 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 SAP has formally released the employee to return to work; and
- c. The employee agrees to submit to periodic substance abuse testing.
- d. In addition to any testing done as part of the treatment 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 not withstanding 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.

- 22.5 Self-Recognized Substance Abuse: Employees who recognize that they have a substance abuse problem must immediately notify the Human Resources Department of their condition. The HR Department will make a referral to the EAP for substance abuse evaluation and treatment. If, in the opinion of the EAP's Substance Abuse Professional the employee requires treatment services, the employee will be required to enroll in the recommended treatment program. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately placed on unpaid leave in accordance with Article 22.4(L)(1) above.

### **ARTICLE 23 – EMPLOYER CONDUCTED SEARCHES**

- 23.1 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 24 – GRIEVANCE PROCEDURE**

- 24.1 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.

- 24.2 A grievance is defined as a dispute involving the interruption, application, or alleged violation of any provision of this Agreement.
- 24.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee, the County, or the Employer.
- 24.4 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 grievances will be heard at 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 Article 24.7.
- 24.5 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 its designee and the employee or his/her representative may extend the time limits by mutual agreement in writing.
- 24.6 No grievances, 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.
- 24.7 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 will 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 Representative, 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 - Final and Binding Arbitration:**

If the grievance has not been resolved at Step 3, the Union or the Employer shall refer the dispute to final and binding arbitration.



- A. 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 2 response.
- B. 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.

- C. Decision – Time Limit:
  - 1. The arbitrator will meet and hear the matter at the earliest possible date after selection of the arbitrator. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed upon.
  - 2. Any decision by the arbitrator shall be binding on each party.
- D. Limitations, Scope, and Power of Arbitrator:
  - 1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
  - 2. 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.
  - 3. 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.
  - 4. 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.
- E. Arbitration Award – Damages – Expenses:
  - 1. 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.
  - 2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
  - 3. The arbitrator shall not have authority to award punitive damages. Punitive damages do not include an award for lost wages, or lost benefits.

4. 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 60 calendar days from the date of receipt of the written decision of the arbitrator.
5. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and as well as one-half the expense of the neutral arbitrator.

#### **ARTICLE 25 – TERMINATION**

- 25.1 This Agreement shall be in full force and effect for a period beginning January 1, 2025 through December 31, 2027.

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 26 – SUBORDINATE TO STATUTES**

- 26.1 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.

IN WITNESS WHEREOF, this Agreement to be signed this 18<sup>th</sup> day of December, 2024.

**FOR THE UNION**

  
\_\_\_\_\_  
Tom Cash, Staff Representative

  
\_\_\_\_\_  
President of Local 792


  
\_\_\_\_\_  
Negotiating Team Member



**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Brett Wachsmith, Chair, Board of County Commissioners

  
\_\_\_\_\_  
Laura Osialacz, Vice Chair, Board of County Commissioners

  
\_\_\_\_\_  
Cory Wright, Commissioner, Board of County Commissioners

**APPENDIX A**  
**2025 Wages**

<b>PUBLIC WORKS</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Laborer	111
Equipment Operator	116
Traffic Technician	116
Airport Operator/Mechanic	117
Engineer Technician I	117
Mechanic	118
Engineer Technician II	119
Engineer Technician III	120
Lead Operator	120
Lead Mechanic	121

<b>SOLID WASTE</b>	
<b>POSITION</b>	<b>PAY GRADE</b>
Solid Waste Operator	116
Lead Operator	120

**APPENDIX B**  
**Premium Pays**

Premium Pay Description	Pay Code	Pay Amount
Boom Truck Operator	Boom Truck Operator	Regular wage + \$1.00/hr
Boom Truck + Leadman	Boom Truck Leadman	Regular wage + \$2.50/hr
Hot Black Oil (HBO) Operator	HBO Operator	Regular wage + \$1.00/hr
HBO + Leadman	HBO Leadman	Regular wage + \$2.50/hr
Paver Operator	Paver Operator	Regular wage + \$1.00/hr
Lead Person	LM - Leadman	Regular wage + \$1.50/hr
Lead person in absence of supervisor	LM/Sup – Leadman Supervisor	Regular wage + \$3.00/hr
Weed Spray Operator	Weed Spray Operator	Regular wage + \$1.00/hr