

AGREEMENT

ORIGINAL

By and Between

BOARD OF COUNTY COMMISSIONERS

**CHELAN COUNTY
PUBLIC WORKS ROAD CREW**

and

TEAMSTERS LOCAL UNION NO. 760

January 1, 2020

through

December 31, 2022

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PREAMBLE

THIS AGREEMENT is made pursuant to the Provisions of Chapter 108 Ex. Sessions Laws, 1967 by and between the BOARD OF COUNTY COMMISSIONERS OF CHELAN COUNTY, hereinafter referred to as "County", and TEAMSTERS, LOCAL UNION 760, hereinafter referred to as "Union".

ARTICLE 1 RECOGNITION

1.1 The County agrees to recognize the Union as the sole collective bargaining agency for all Employees of the Chelan County Department of Public Works except the following:

1.2 Public Works Director, County Engineer, Assistant County Engineer, Assistant Director, Maintenance Superintendent, Business Manager, Solid Waste Coordinator, Development and Utility Manager, County Surveyor, Fleet Services Manager, Garage Manager, Foreman, Chief Accountant, GIS & Road log Manager, all other non-bargaining unit Employees, and all Employees in another bargaining group.

ARTICLE 2 PURPOSE

2.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions; to promote and ensure harmonious relations, cooperation, and understanding between the County and its said Employees; to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of County property, and safety of Employees; and to that end the County pledges itself to give its Employees considerate and courteous treatment, and the Employees in turn pledge themselves to render the County loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The management of the County and direction of the working forces, including the right to hire, suspend or discharge for just cause, to assign jobs, to transfer Employees within the County, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules and means of operating or handling, are vested exclusively in the County, provided this will not be used for the purpose of discrimination against any Employee or to avoid any of the provisions of this Agreement or governmental regulations.

3.2 Supervisory non-bargaining unit Employees may do Bargaining Unit work as has been the past practice of the County; provided, however, the parties agree that such work shall be performed only in cases of training, emergency situations, when assisting bargaining unit Employees, or when encountering a situation that needs immediate attention during the normal course of patrolling their respective district. In the event that a conflict arises over the nature and extent of such work, the parties agree to meet and discuss the events giving rise to the conflict prior to the Union filing a grievance.

3.3 Temporary Employees may be used by the County during peak workload periods; provided, however, that such temporary Employees will not be used to displace regular Employees or to prevent the filling of full-time positions. The work period of a temporary Employee will be limited to four (4) months, unless extended by mutual agreement of the County and the Union, however the work period shall not exceed six (6) months. The County shall notify the Union in writing of the name, start date, and shop location of temporary Employees. The use of temporary Employees for seasonal road crew operations is primarily for flagging and winter snow removal operations.

ARTICLE 4 UNION MANAGEMENT RELATIONS

4.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and Board of County Commissioners or their authorized representative.

4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by Teamsters Local 760 and the Board of County Commissioners.

4.3 There shall be no soliciting of Employees for Union membership nor shall any other Union business be conducted during working hours unless otherwise allowed by law, or as agreed to by the County. Any Employee who does so shall be subject to disciplinary action including dismissal; provided, however, that the processing of a grievance as defined in Article 9 may be done during working hours.

4.4 By January 10th of each year, the Union shall submit to the Board of County Commissioners a written list of Union Stewards and Negotiating Committee Membership. The Board shall be notified of any changes that occur during the year within one (1) week after such changes are made.

4.5 Negotiations Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

4.6 Labor Management Committee The County and the Union will endeavor to meet on an as-needed basis for the purpose of discussing and/or proposing resolution to issues or problems of County policy, practices or working conditions, which affect the bargaining unit Employees. Either party may request an issue to be placed on the agenda other than grievances, which are being processed, unless otherwise mutually agreed by the parties.

4.7 Policy and Procedure Manual The Chelan County Public Works Policy and Procedures Manual and the Chelan County Personnel Handbook shall be adhered to by all Employees. If a conflict arises between either of the above-mentioned documents and the Unions Contract Agreement, the Contract will prevail. If there is a need to further modify either the Handbook or the Policies and Procedures Manual, as determined by the County, the County will provide as much notice as practicable to the Union and allow the Union the opportunity to bargain regarding said changes.

**ARTICLE 5
UNION MEMBERSHIP**

5.1 Employees of the County covered by this Agreement have the choice to join the Union following the beginning of such employment.

5.2 The Union agrees to represent all Employees within the bargaining unit without regard to Union membership. The Union shall provide the County Human Resources Department with forty-five (45) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

5.3 The County shall provide the Union on a monthly basis notice of new bargaining unit Employees. Such notice shall contain: name, date of hire, address, department and classification.

5.4 The County shall provide the Union reasonable access to new Employees of the bargaining unit per the laws of the State of Washington.

5.5 Dues Deduction. An Employee covered by this Agreement desiring to have deductions made for Union dues shall sign proper assignment forms and submit them to the County. It is understood between the parties that in order to be effective, such Check-Off Authorization Form will be lawful and voluntarily executed by the Employee and delivered to the County. If the authorization is revoked, such revocation shall be in writing to the County with a copy to the Union.

Upon receipt of this written Check-Off Authorization Form from an Employee, the County will deduct from the pay of such Employee, each calendar month the authorization is effective, a sum equal to that Employee's Union uniform initiation fees, and uniform monthly membership dues, whichever fall due during the immediately preceding month and only so long as such Employee was employed by The County at the time such obligation became due. In no event shall any charge be made to an Employee which accrued prior to the date of hire or the date of execution of the Check-Off Authorization Card, or the date of execution of this Agreement, whichever is later. The full amount of monies so deducted by The County shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security Numbers and the amount of Union dues deducted from each member.

5.6 Indemnification. The Union shall indemnify and hold Chelan County's Board members, officers, Employees, representatives, and agents harmless from and against any and all claims, demands, suits, judgments or other forms of liability (including attorney's fees and costs incurred in enforcing this indemnity clause) that may arise out of, or by reason of, any action taken or not taken by the County, its Board members, Employees, representatives or agents for the purpose of complying with the provisions of this Article.

**ARTICLE 6
NO STRIKE, NO LOCKOUT**

6.1 During the term of this Agreement it is mutually agreed that there shall be no strikes, lockouts, or other slowdown or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery.

**ARTICLE 7
DEFINITIONS**

7.1 Regular Full-Time Employee: Means any Employee who has completed their probationary period and who works regularly scheduled shifts requiring an average of 40 hours per week.

7.2 Regular Part-Time Employee: Means any Employee who has completed their probationary period and who works regularly scheduled shifts of less than forty (40) hours per week of the normal shift.

7.3 Regular Full-Time, Seasonal, Employee: Means an Employee who has completed their probationary period and who works on a seasonal basis of more than four months in the Flagger/Laborer position.

7.4 Temporary Employee: Means any Employee who performs work during a workload peak which is cyclic in nature, has an end in sight, and normally lasts for less than four months (except flagging positions may last up to six months). The duration may be extended by mutual agreement between the County and the Union.

7.5 Probationary Employee: Means an Employee who has not completed their probationary period. Probationary Employees will be afforded all rights and benefits as provided by this agreement. However, any grievance filed by a probationary Employee relating to discipline or termination of employment will only be processed through Step 2 of the grievance procedure as provided by Article 9 of this Agreement, subject to the determination of the Union.

7.6 Probationary Period (New Hires): Means an evaluation period of nine (9) months in which a newly hired Employee may be terminated at the will of the County; the probationary period may be extended up to an additional three months; provided however; such request is agreed upon in writing by the Union. Such agreed upon extension shall be determined on a case-by-case basis.

7.7 Probationary Period (Classification Change): Means an evaluation period of six months in which an Employee may return to their former position without prejudice; the probationary period may be extended up to an additional six months by written mutual agreement between the County and the Union; and the Employee retains their right to return to their former position.

7.8 Lateral Transfer: Means a transfer from one district to another within the same job classification.

7.9 Unless otherwise specified in this contract a day is defined as eight (8) hours.

**ARTICLE 8
DISCIPLINE**

8.1 The County may discharge or suspend any Employee for just cause, but no Employee shall be discharged or suspended unless a written warning notice shall previously have been given to such Employee of a complaint against him concerning his work or conduct, except

that no such prior warning notice shall be necessary if the cause of discharge or suspension is dishonesty, drinking, or use of illegal drugs related to his employment, proven recklessness, or willful damage to County property or equipment.

8.2 Any Employee may request an investigation of his discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be addressed through the grievance procedure.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 General

9.1.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure during which period there shall be no suspension of work or interference with the operations of the County.

a. All Employee grievances concerning the interpretation and application of this Agreement shall be processed in accordance with this grievance procedure. A "Grievance", as used in this Agreement, shall mean a claim by an Employee that the terms of this Agreement have been violated, and/or a dispute exists concerning the proper application or interpretation of this Agreement.

b. In the event a grievance arises, it shall be reduced to writing and specify the act or event being grieved, the date of the occurrence, the provisions of this Agreement that allegedly have been violated and the remedy sought.

c. Procedure. Grievances shall be processed in accordance with the following procedures:

Step 1: Within fifteen (15) working days after the occurrence or within the time the Employee or Union should have had knowledge of the occurrence of the event being grieved, the Employee affected shall personally present the alleged grievance, in writing, to the Supervisor setting forth the nature of the grievance, provisions of the Agreement allegedly violated and the relief requested. The Supervisor shall attempt to resolve the alleged grievance within ten (10) working days after receipt of the grievance. If the Employee is not satisfied with the solution recommended by the Supervisor, the Employee shall submit, in writing, within ten (10) workdays the grievance to the Public Works Director or his designee.

Step 2: Upon timely receipt of a grievance from Step 1 by the Public Works Director, the Public Works Director or his designee will attempt to schedule a meeting with the Employee and the Union Business Representative within five (5) working days of personal receipt to discuss the grievance. The Public Works Director or his designee shall respond in writing to the Employee and Union within five (5) working days of the meeting.

Step 3: In the event the Employee and /or Union is not satisfied with the response to the grievance at Step 2, the written grievance as presented in Step 1 shall be presented within ten (10) working days to the Board of County Commissioners. The Board of County Commissioners along with the Department Head or their designee will attempt to schedule a meeting with the Employee and the Secretary/Treasurer of the Union or his designee within ten (10) working days to discuss the grievance. The County Commissioners or their designee shall respond in writing to the Employee and Union within ten (10) working days following the meeting.

Request for arbitration. In the event no agreement is reached through Step 3 of the grievance process, the Union may agree to withdraw the grievance or request arbitration, in writing, ten (10) working days from the receipt of the County Commissioner's reply. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 of the Grievance process.

9.1.2 For the purpose of this Article, "working days" shall mean Monday through Friday, normal business days of the County.

9.2 Selection of Arbitrator: If arbitration is desired by the Union, and/or the Board of County Commissioners, the County and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the County and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by the County of the written demand for arbitration, the Union or the County may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the names of the arbitrators until one (1) name remains, who shall, upon hearing this dispute, render a decision which shall be final and binding upon all the parties. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

The arbitrator will render a decision as promptly as possible, and in any event within thirty (30) days from the date of case presentation.

9.3 The decision shall be final and binding on the parties to the grievance, provided the decision does not involve action by the County which is beyond its jurisdiction; nor shall the decision have the authority to amend, alter or modify this Agreement, and its terms shall be limited to the application, meaning and interpretation of this Agreement.

9.4 Each party hereto will pay the expenses of their own representatives. The findings of the arbitrator shall be certified in writing to the Board of County Commissioners and the Union and shall be forthwith enforced.

ARTICLE 10 SENIORITY

10.1 Seniority means an Employee's length of continuous service with the County.

10.2 New Employees shall be added to the seniority list six (6) consecutive months after their date of hire. The most recent date of full-time employment is the Employee's seniority hire date. In the event two or more Employees are hired on the same day, those Employees' seniority will be determined by lottery. All Employees will be classified as regular Employees upon completion of their probation period and will receive those same wages, benefits and working conditions.

10.3 An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, layoff for a period of one (1) year or leave without pay unless such leave is for an approved leave of absence. During a layoff period or an approved leave of absence an Employee will not accrue seniority; however, if he is returned to work within one (1) year, he will not lose seniority accrued before the layoff or the leave of absence. All unpaid leaves of absence must have prior approval of the Public Works Director.

10.4 During the probationary period a new Employee:

- a. will not have seniority or other job rights;
- b. may be laid off or terminated at the discretion of the County;
- c. will be evaluated by the department head or designee during probation to help Employee gain job status;

10.5 When and if it becomes necessary to lay off any Employee, or Employees, the last Employee hired shall be the first laid off, and the last Employee laid off shall be the first Employee hired, when laying off or rehiring within the same job classification; provided the Employees have the ability and qualifications to perform the work in that classification.

10.5.1 If the need arises for a reduction in force, the County shall notify the Union in a timely manner for the purpose of discussing said reduction and its effects.

10.6 In the event of a question as to the capabilities of an Employee bidding for a position of a higher qualification, the County shall make the final decision based on past performance and ability.

10.7 Seniority will be considered for those Employees transferring between Road Districts. Seniority will be considered in day-to-day job assignments and training opportunities. In the event a question arises as to whether seniority was considered properly, the affected Employee or shop steward upon knowledge of the event shall immediately raise the question with the Area Supervisor or designee for explanation.

ARTICLE 11 JOB POSTING

11.1 When a permanent vacancy occurs in a job classification covered by this Agreement it shall be posted in all shops for five (5) working days. Copies of the posting shall be mailed to the Union Representative. All regular Employees in other job classifications covered by this Agreement shall be eligible to bid by signing his/her name on the bulletin; provided, however, that the crew affected shall have first consideration. The Public Works Director shall select the Employee to be awarded the vacancy within ten (10) working days by first giving consideration to

senior Employees in the affected crew who are qualified and able to perform the work. In the event that no Employee from the crew affected signs the job posting, the Public Works Director shall first give consideration to senior Employees who are qualified and able to perform the work. The Engineer's decision shall be final and binding, and Section 9 shall not be applicable to this Section of the Collective Bargaining Agreement.

When a temporary vacancy (as defined in Article 3.3) occurs in a job classification covered by this agreement it shall be posted in all shops for five (5) working days. Copies of the posting shall be mailed to the Union Representative.

11.2 In the event an Employee accepts a job change and in spite of conscientious effort fails to meet job standards or decides he/she does not want to continue in the position within the six (6) month trial period, he/she will revert to his former position without prejudice on the part of either party.

11.3 The successful bidder shall be assigned to the new job and all other bidders shall be notified of their rejected/accepted status within five (5) working days.

11.4 In the event the bid list becomes exhausted, the County then has the right to step up Employees with less than six (6) months of service or hire a new Employee for the position involved.

11.5 Upon acceptance of a lateral transfer, the Employee cannot apply for another lateral transfer for a period of 6 months, unless approved by the Director.

11.6 The position of Assistant Foreman is a Union represented position that is appointed by the Public Works Director. When a vacancy occurs within one of these positions, the job will be posted as a courtesy to all Employees. Any Employee can sign the posting to express their interest and be considered for the position. The applicants will be evaluated based on criteria established by the County. Sections 11.1, 11.2, and 11.3 will not apply to the position of Assistant Foreman. The Public Works Directors decision shall be final and binding.

11.7 The County shall maintain job descriptions for all positions to be held in the Human Resources Department. The Public Works Director or designee shall review the job descriptions at least annually.

11.8 The County will not significantly modify any existing bargaining unit job description nor create any new bargaining unit position without first:

1. Providing the Union with a proposal of the changes or new position.
2. Providing the Union with a period of no more than 14 calendar days to respond should they wish to bargain. Failure by the union to respond within the time allowed is considered agreement of the proposal.
3. Providing the Union an opportunity to bargain over wages and all mandatory subjects of bargaining not covered in the current CBA.

ARTICLE 12
HOURS OF WORK - OVERTIME

12.1 The normal workday shall be eight (8) or ten (10) consecutive hours excluding meal periods. The normal work week shall be forty (40) consecutive hours. In the event of termination or layoff during the workweek, the Employee shall be paid for those hours worked. A workweek of four (4), ten (10) hour days shall commence with Daylight Saving Time and revert to a five-day (5), eight (8) hours workweek when Daylight Savings time ends unless notice is otherwise given per article 12.2.

12.2 Adjustment in the normal working hours of the Employees for the convenience of the County and the Employees shall not be construed to be in conflict with this Agreement. Prior to such adjustments, discussions shall be held with the Employees and/or their representatives and a minimum of two (2) weeks' notice shall be given prior to such changes being made except for emergency conditions, unless otherwise approved by the Supervisor and the Shop Steward.

12.3 The normal working day shall start at the local crew headquarters and shall end at the local crew headquarters.

12.4 Work in excess of eight (8) or ten (10) hours, dependent on schedule being worked, is payable at the rate of time and one-half (1-1/2) rate. All Employees, with the exception of assistant foremen, who are called back to work before or after their normal work shifts shall be granted a minimum of three and one half (3-1/2) hours pay. Call out time shall begin at the time of the call out and is inclusive of travel time.

12.5 It is intended that overtime be distributed reasonably and equally between Employees consistent with considerations of qualifications, availability, and location. The parties agree to establish a rotating overtime schedule to be posted in each area. Employees will be assigned by seniority and qualifications off the rotating list. Employees who are not available for overtime assignment will be bypassed. In the event the rotating list within the District is exhausted, then the County may use additional Employees as follows:

1. Leavenworth and Cashmere districts shall utilize existing Employees within these districts prior to using temporary Employees.
2. Wenatchee and Cashmere districts shall utilize existing Employees within these districts prior to using temporary Employees.
3. Chelan and Entiat Districts shall utilize existing Employees within these districts prior to using temporary Employees.

12.6 Employees may elect to receive compensatory time in lieu of receiving overtime pay for hours worked in excess of eight (8) or ten (10) hours, dependent on schedule being worked. Such compensatory time shall be earned at the rate of one and one-half (1-1/2) to one (1) and shall be scheduled by mutual agreement with the Director of Public Works or designee.

12.7 Employees may elect at their own discretion, whether to use comp time or vacation time first in the taking of time off during the course of a normal work week. Compensatory time when used is not considered hours worked for the calculation of overtime.

12.8 The County will offer a once a year buy-down of compensatory time, payable with the December payroll. The County will buy down any hours in excess of the forty (40) hour carry forward balance

12.9 All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled as near to the middle of the one-half (1/2) shift as practicable.

ARTICLE 13 SAFETY AND HEALTH

13.1 Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations of W.I.S.H.A. and O.S.H.A. including the formation and duties of a safety program.

13.2 Each Employee is responsible for the upkeep and general maintenance of any equipment he may be assigned to, whether permanent or temporary, and it shall be the duty of the operator to anticipate, within reason, normal repairs and maintenance needed and report such to his foreman or mechanic on a form provided by the County.

13.3 The County will provide appropriate traffic control which may include "flaggers" at any road maintenance location where County workers are working in the vicinity of moving traffic.

13.4 Upon the request of the Employee, the County will make available lumbar/back support belts. The County may recommend an Employee wear lumbar/back support belts upon the Employee's return to work from a back injury.

13.5 Upon the request of the Employee, the County will make available respirators for Employees working on or around paving and chip sealing projects, provided that it is maintained by the Employee.

13.6 Safety Officer - The Public Works bargaining unit will elect one bargain unit member to serve as the Road Crew Safety Officer. The Safety Officer will review Safety Meeting minutes; assist in safety policy and procedure enhancement and enforcement; review accident reports and accident preventability determinations.

The Safety Officer shall be afforded a minimum of three (3) paid days, to attend any safety related seminar, training, etc., as approved by the County that is offered by Labor and Industries or any other State or Federal authority. Such training will be reasonably related to the nature of work performed by the Roads Department as determined by the County. All costs covered by the County will be in accordance with the County's Financial Policies and Procedures.

The Safety Officer shall commit to performing the duties for a minimum of 3 years, unless approved by the Director.

13.7 The County shall allow the Safety Officer sufficient time to routinely audit the working conditions, and equipment provided in all Areas. The Safety Officer shall file quarterly reports with the County.

**ARTICLE 14
CLASSIFICATION - WAGES**

14.1 Employees shall be compensated on an hourly basis in accordance with the classification and wage schedule attached to this Agreement and marked Appendix "A". The attached schedule shall be considered a part of this Agreement.

14.1.1 The County shall provide sixty (60) days written notice of any change in the pay system, unless state or federally mandated to occur in less than sixty (60) days.

14.2 The step schedule in Appendix "A" replaces the longevity system for all Employees covered by this agreement.

14.3 Pay for change in job classification: Each qualified Employee shall be paid at the rate of his/her regular rating for all work done except that any Employee who operates equipment for more than four (4) hours at a job which carries a higher rate of pay than his/her regular rating shall be paid at the higher rate for all hours worked the higher classification.

14.4 Equipment normally operated by Employees in the operator classifications are as follows:

Operator 1

Trucks
Shovels
Loaders
Brooms
Rollers
Mowers
Brush Cutter
Backhoes

Operator 2

Grader
Dozer
Excavator
Grinder
Chip Box, including belts
Paver, including screeds
Distributor

Safety Technician

Striper

Employees are not limited to operating these specific pieces of equipment. However, when an Operator 1 operates equipment normally operated by an Operator 2, he shall be eligible for the pay upgrade provided for in 14.3.

**ARTICLE 15
DISCRIMINATION**

15.1 The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or any other legally protected class, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

15.2 All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

15.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

**ARTICLE 16
HOLIDAYS**

16.1 The following legal paid holidays shall be recognized:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Veteran's Day
3 Floating Holiday(s)	Christmas

16.2 Eligible Employees shall receive eight (8) hours pay for each of the holidays listed below, on which they perform no work:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Veteran's Day	Christmas
3 Floating Holiday(s)	

16.2.1 Eligible Employees shall receive ten (10) hours pay for each of the holidays listed below, on which they perform no work:

Memorial Day
Fourth of July
Labor Day

16.2.2 Eligible Employees shall receive 3 Floating Holidays (up to 30 hours). Floating holidays must be taken in full day increments of either 8 hours or 10 hours depending on the schedule.

16.3 Temporary or seasonal Employees are not eligible for holiday pay. All other Employees, including probationary, are eligible for all holiday benefits, commencing upon date of hire.

16.4 To be eligible for holiday pay the Employee must work the scheduled workday before and the scheduled workday after the paid holiday, except as provided in Article 16.5.

16.5 Whenever a holiday falls within a vacation period, or during a period when an Employee is on annual or sick leave, said Employee's paid leave will not be charged for such holiday.

16.6 Whenever an Employee is required to work on a holiday, he will receive payment at a rate of one and one-half (1-1/2) times his basic hourly rate in addition to his regular holiday pay.

16.7 Holidays shall be considered as time worked in computing overtime.

16.8 The Floating Holidays shall be taken at the Employee's discretion, with the approval of the Public Works Director or his subordinates and shall be a paid holiday.

16.9 To be eligible for one (1) of the floating holidays, as provided for in Article 16.1, an Employee must have completed the thirty (30) day eligibility period prior to the third (3rd) Monday in January.

ARTICLE 17 VACATIONS

17.1 Vacation Schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>	<u>LONGEVITY BONUS</u>	<u>TOTAL</u>
1 year	96	0	96
2 years	96	1	108
3 years	96	1.5	114
5 years	96	3	132
10 years	96	4	144
15 years	96	6	168
20 years	96	7.5	186

17.2 Each Employee of the Chelan County Public Works Department shall be granted longevity bonus vacation days with full pay after satisfactorily completing 2, 3, 5, 10, 15, and 20 years of service. Said bonus days are to be granted according to the above schedule. The longevity bonus hours will be credited monthly. The change to monthly accrual will be enacted following agreement by all bargaining units.

17.3 During the probationary period new hires may use vacation leave as it is accrued, provided however that the use of vacation leave for probationary Employees is at the discretion of the supervisor and shall not displace any previously scheduled and approved leave of seniority Employees. With mutual agreement, a seniority Employee may voluntarily alter his scheduled leave if a conflict should arise.

17.4 Annual leave hours are paid when an Employee resigns their employment with the County; provided the Employee gives at least two (2) weeks written notice of intent to resign from employment. The two (2) weeks written notice may be waived at the discretion of the Board of Commissioners. In the case of death, all accumulated annual leave is paid to the estate of the Employee.

17.4.1 Upon an Employee's retirement, all accumulated annual leave hours shall be cashed out and paid with the Employee's final paycheck.

17.5 Annual leave shall be scheduled at a time convenient to the County so as to not conflict with the workload. Employee's choice of date will be considered when possible.

**ARTICLE 18
SICK LEAVE**

18.1 Leave may be taken for one of the following reasons when verified by the Employee's supervisor. The minimum time taken shall be one half (1/2) hour:

- a. Illness, injury or pregnancy which incapacitates the Employee to the extent that the Employee is unable to perform the Employee's work.
- b. Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
- c. Doctor or dental appointments including members of the immediate family requiring the attendance of the Employee.
- d. Illness, or injury, in the immediate family requiring the attendance of the Employee. "Immediate family" shall include only parents, wife, husband, dependent children, grandparents, grandchildren, siblings, and in-law relations of the same. Leave granted for illness or injury of others must be approved by the Department Head. Leave may also be available pursuant to state and/or federal law.

18.2 Sick leave with pay on account of illness or injury may be allowed to all regular Employees working on a regular monthly basis, at the rate of eight (8) hours for each completed month of service from the time of employment for regular full-time Employees. As of December 31st of each year any sick leave accumulated over nine hundred and sixty (960) hours will be converted into the Employees Voluntary Employee Benefit Account ("VEBA") account.

18.3 At the Employee's option vacation leave may be used as sick leave. Sick leave may not be used as vacation leave.

18.4 For a period of absence from work due to injury or occupational disease resulting from County employment, the Employee shall file an application for Industrial Insurance Compensation in accordance with State Law. The County is "self-insured" for workmen's compensation. Claims shall be filed as designated by the County.

18.5 If the Employee has accumulated sick leave hours, the County shall pay the difference between his/her time loss compensation and his/her full regular salary unless the Employee elects not to use his/her sick leave.

18.6 Should an Employee elect to use sick leave to make up the difference the following procedure will be used:

- a. The County will pay full regular salary, charging the time paid against the Employee's accumulated sick leave.
- b. When eligibility and the amount of workmen's compensation has been determined, the Employee's sick leave balance shall be credited with the appropriate amount of time, based on the Employee's gross hourly pay rate, to the nearest hour.

18.7 If the Employee has no sick leave, or elects not to use sick leave, the County will make no payments through the payroll system. The workmen's compensation payments will be made directly to the Employee.

18.8 Should any Employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

18.9 A doctor's certification of illness shall, at the County's request, be submitted by the Employee at the time the Employee returns to work, when he/she is absent because of illness or injury.

18.10 In the event of death of an Employee the County shall pay 100% of accumulated sick leave to the Employee's estate.

18.11 Upon giving 6 months' notice of an official date of retirement, a quarter of all the Employee's sick leave hours will be deposited into the Employee's Voluntary Employee Benefit Account ("VEBA") account.

18.12 At the discretion of the Public Works Director, Employees may donate regular vacation leave to another Employee who, as a result of being on extended sick leave due to a serious illness or injury or medical complications related to pregnancy, is about to exhaust or has exhausted his/her accumulated paid leave. The donated leave shall be donated in increments of four (4) hours and the donated leave will be credited to the sick leave account of the Employee to whom they are donated, provided the donor and the recipient are employed within the same fund. All paid leave must be exhausted before the Employee can receive credit for the donated leave.

ARTICLE 19 MISCELLANEOUS LEAVE

19.1 **Civil Leave:** Any necessary leave may be allowed by the Public Works Director to permit any Employee to serve as a member of a jury, or as a subpoenaed witness in a litigation or prosecution which does not result from the Employee's own actions. The County will pay the difference between the court awarded pay and the Employee's regular pay for the leave so granted.

19.2 **Civic Leave:** Civic leave will be granted to Employees performing emergency services in the event of a declared emergency resulting from fire, earthquake, flood or other natural disaster. The County will pay the difference between any pay received for such service and their regular pay. The emergency declaration shall be made by the Chelan County Board of Commissioners.

19.3 **Military Leave:** Military leave will be granted in accordance with R.C.W. 38.40.060, State of Washington.

19.4 **Bereavement Leave:** Bereavement leave may be taken, when verified by the Employee's supervisor, in the event of the death in the immediate family of the Employee. Paid Bereavement Leave for such reason shall be limited to three (3) days in any one instance "immediate family" shall include only parents, wife, husband, children, grandparents, siblings, grandchildren, and in-law relations of the same. Five (5) days of sick leave may be allowed if the

additional time is necessary by reason of travel distance. Supervisor may take into consideration special circumstances, on a case by case basis, to expand the inclusion of who may be included under "immediate family." Supervisor discretion in making such determinations will not be subject to the grievance procedure.

19.5 Leave of Absence Without Pay: Leave of absence without pay may be allowed any Employee for specific periods, for any of the reasons applicable for leave with pay, for any periods beyond those covered by permissible leaves with pay. Leave of absence without pay shall not be allowed to an extent totaling more than twelve (12) months in any five (5) years. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the Department's service.

No leave without pay will be granted to any Employee until he has first taken advantage of all his usable vacation, and such leave will not be granted for the purposes of the Employee gaining profit.

19.6 Absence Without Duly Authorized Leave: No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and in addition may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive days constitutes separation from service.

ARTICLE 20 WORK RULES

20.1 The County agrees to post a copy of all current work rules in each district lunchroom. New Employees shall be provided with a copy of the rules at the time of hire.

20.2 Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

20.3 Any unresolved complaints as to the reasonableness of any new existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 21 MEDICAL / DENTAL / VISION PLAN

21.1 Effective January 1, 2020, the County will continue to provide medical and hospitalization coverage, dental and life insurance coverage for regular full-time Employees for Plan 3 or 4. However, in no event shall the County be required to pay more than eight hundred fifty dollars (\$850) per month per Employee for said benefits.

21.1.1 The County will provide Washington Teamsters Welfare Trust Vision Plan Extended benefits for Employees and their dependents. The Employees agree, by payroll deduction, pre-tax dollars, to purchase said Plan. These payments shall be made and continued thereafter for each employee who worked eighty (80) hours or more in the preceding month.

21.1.2 The County and the Union agree to re-open the Contract on this issue alone if the County offers or sponsors a vision plan during the term of this Agreement.

21.1.3 A Voluntary Employee Benefit Account (VEBA) will be established for each Employee. The VEBA contribution rate is \$175 per month. Effective January 1, 2021 the County will increase the VEBA contribution rate to \$200 per month.

21.2 Any difference between the maximum expense of the County as set forth in paragraph 21.1 and the actual cost of the premiums paid on behalf of the Employee may be applied by the Employee toward the Employee's contribution to dependent medical and/or dental premiums for the Employee's dependents.

21.2.1 Effective January 1, 2021 the County shall provide an additional \$100 per month towards the cost of medical insurance coverage.

21.3 The County agrees to establish and maintain a County wide "Employee Health Insurance Committee" that will meet periodically to review the County health and welfare plans, their related experience ratings, and to make recommendations to the County Commissioners regarding plan modification. The County agrees to the representation and participation of designated Employees from each County department.

ARTICLE 22 TOOLS, COVERALLS & GLOVES

22.1 Employees holding the Mechanic and Serviceman positions who are required by the County to use their own approved tools in the course of their employment shall be eligible to receive an annual tool allowance in the amount of six hundred dollars (\$600.00) for the Mechanic position and three hundred dollars (\$300) for the Serviceman position, which will be paid out in monthly increments.

22.1.1 Personal tools used by Mechanics and Service Men which are damaged or broken while being used on County projects will be repaired or replaced by the County, provided, that if the tool is under warranty, the Employee shall be responsible for the replacement. Employees desiring repair or replacement of such tools shall present them to the shop foreman. The decision of the foreman shall be final.

22.1.2 It is the intent of the County to purchase specialty tools usable only on rare occasions for equipment exclusive to the County. Such tools do not include those tools normally available to a professional mechanic. The definition of a "specialty tool" will be made by the shop foreman and his decision will be final.

22.2 The County shall furnish approved coveralls for shop and paint crew Employees where required. Approved paper coveralls will be furnished for maintenance. The County will provide laundry service where coveralls are required.

22.3 Employees will be issued one (1) pair of leather (or leather-faced) gloves of a style and brand to be selected by the County. Such gloves shall be worn during working hours only, and shall be left at the work site at the close of work. Employees desiring repair or replacement of such gloves shall present them to their foreman. The decision of the foreman shall be final.

22.4 The Safety Officer shall be consulted with for the selection of all new safety related clothing.

22.5 In 2020-2022, each Employee will receive a four-hundred-dollar (\$400) clothing allowance, payable in one payment on the first pay period in March.

ARTICLE 23 SAVINGS CLAUSE

23.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

TERMS OF AGREEMENT

This Agreement shall be effective as of the 1st day of January 2020 and shall remain in full force and effect until the 31st day of December 2022. The Union will present its proposal for changes in the Agreement on or before August 15, 2022, and negotiations shall begin no later than September 1, 2022. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands this

27th day of January, 2020.

FOR THE UNION

FOR THE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: Leonard J. Crouch
Leonard J. Crouch, 2.3.2020
SECRETARY TREASURER

Doug England
DOUG ENGLAND, CHAIRMAN

ATTEST:

Kevin Overbay
KEVIN OVERBAY, COMMISSIONER

Carlye Baily
CARLYE BAILY
CLERK OF THE BOARD

Bob Bugert
BOB BUGERT, COMMISSIONER



ORIGINAL

APPENDIX "A"

Effective January 1, 2020 a General Wage Increase (GWI) of 5%

Effective January 1, 2021 a General Wage Increase (GWI) of 3%

Effective January 1, 2022 a General Wage Increase (GWI) of 3%

SALARY STEP PROCEDURE

Each classification has been given an eight (8) step salary range with promotion within the steps as follows:

After completion of 1 year at Step 1, Employee shall be elevated to Step 2.

After completion of 2 years at Step 2, Employee shall be elevated to Step 3.

After completion of 2 years at Step 3, Employee shall be elevated to Step 4

After completion of 3 years at Step 4, Employee shall be elevated to Step 5.

After completion of 3 years at Step 5, Employee shall be elevated to Step 6.

After completion of 3 years at Step 6, Employee shall be elevated to Step 7.

After completion of 3 years at Step 7, Employee shall be elevated to Step 8.

The County will continue to provide F.I.C.A coverage during the term of the Agreement.

Public Works Road Crew Salary Grid 2020 - 2022

	1/1/2020	1/1/2021	1/1/2022		1/1/2020	1/1/2021	1/1/2022
RC03				RC08			
Step 1	\$ 19.27	\$ 19.85	\$ 20.44	Step 1	\$ 22.19	\$ 22.86	\$ 23.54
Step 2	\$ 20.18	\$ 20.78	\$ 21.41	Step 2	\$ 23.25	\$ 23.95	\$ 24.67
Step 3	\$ 21.13	\$ 21.76	\$ 22.42	Step 3	\$ 24.37	\$ 25.10	\$ 25.85
Step 4	\$ 22.14	\$ 22.80	\$ 23.49	Step 4	\$ 25.52	\$ 26.29	\$ 27.08
Step 5	\$ 23.18	\$ 23.87	\$ 24.59	Step 5	\$ 26.74	\$ 27.55	\$ 28.37
Step 6	\$ 24.29	\$ 25.02	\$ 25.77	Step 6	\$ 28.03	\$ 28.87	\$ 29.73
Step 7	\$ 25.45	\$ 26.21	\$ 27.00	Step 7	\$ 29.37	\$ 30.25	\$ 31.16
Step 8	\$ 26.67	\$ 27.47	\$ 28.29	Step 8	\$ 30.79	\$ 31.71	\$ 32.67
RC05				RC09			
Step 1	\$ 20.18	\$ 20.78	\$ 21.41	Step 1	\$ 22.68	\$ 23.36	\$ 24.07
Step 2	\$ 21.13	\$ 21.76	\$ 22.42	Step 2	\$ 23.78	\$ 24.49	\$ 25.22
Step 3	\$ 22.14	\$ 22.80	\$ 23.49	Step 3	\$ 24.91	\$ 25.66	\$ 26.43
Step 4	\$ 23.18	\$ 23.87	\$ 24.59	Step 4	\$ 26.10	\$ 26.88	\$ 27.69
Step 5	\$ 24.30	\$ 25.03	\$ 25.78	Step 5	\$ 27.35	\$ 28.17	\$ 29.02
Step 6	\$ 25.46	\$ 26.22	\$ 27.01	Step 6	\$ 28.67	\$ 29.53	\$ 30.42
Step 7	\$ 26.68	\$ 27.48	\$ 28.30	Step 7	\$ 30.05	\$ 30.95	\$ 31.88
Step 8	\$ 27.95	\$ 28.79	\$ 29.66	Step 8	\$ 31.50	\$ 32.44	\$ 33.42
RC06				RC10			
Step 1	\$ 20.65	\$ 21.27	\$ 21.91	Step 1	\$ 23.20	\$ 23.89	\$ 24.61
Step 2	\$ 21.62	\$ 22.27	\$ 22.94	Step 2	\$ 24.31	\$ 25.04	\$ 25.79
Step 3	\$ 22.65	\$ 23.33	\$ 24.03	Step 3	\$ 25.47	\$ 26.23	\$ 27.02
Step 4	\$ 23.73	\$ 24.45	\$ 25.18	Step 4	\$ 26.69	\$ 27.49	\$ 28.31
Step 5	\$ 24.87	\$ 25.61	\$ 26.38	Step 5	\$ 27.96	\$ 28.80	\$ 29.67
Step 6	\$ 26.06	\$ 26.84	\$ 27.64	Step 6	\$ 29.30	\$ 30.18	\$ 31.09
Step 7	\$ 27.30	\$ 28.12	\$ 28.96	Step 7	\$ 30.72	\$ 31.64	\$ 32.59
Step 8	\$ 28.62	\$ 29.48	\$ 30.36	Step 8	\$ 32.20	\$ 33.17	\$ 34.17
RC07				RC11			
Step 1	\$ 21.62	\$ 22.27	\$ 22.94	Step 1	\$ 24.08	\$ 24.80	\$ 25.54
Step 2	\$ 22.65	\$ 23.33	\$ 24.03	Step 2	\$ 25.22	\$ 25.98	\$ 26.76
Step 3	\$ 23.73	\$ 24.45	\$ 25.18	Step 3	\$ 26.44	\$ 27.24	\$ 28.05
Step 4	\$ 24.87	\$ 25.61	\$ 26.38	Step 4	\$ 27.71	\$ 28.54	\$ 29.39
Step 5	\$ 26.05	\$ 26.83	\$ 27.63	Step 5	\$ 29.03	\$ 29.91	\$ 30.80
Step 6	\$ 27.30	\$ 28.12	\$ 28.96	Step 6	\$ 30.43	\$ 31.34	\$ 32.28
Step 7	\$ 28.62	\$ 29.48	\$ 30.36	Step 7	\$ 31.91	\$ 32.86	\$ 33.85
Step 8	\$ 29.99	\$ 30.89	\$ 31.81	Step 8	\$ 33.45	\$ 34.45	\$ 35.48
RC03 Equipment Operator I, Tire/Lube				January 1, 2020 5% increase			
RC05 Parts Technician				January 1, 2021 3% increase			
RC06 Traffic Safety Technician				January 1, 2022 3% increase			
RC07 Equipment Operator II							
RC08 Mechanic							
RC09 Assistant Foreman							
RC10 Vegetation Control Technician							
RC11 Lead Mecahnics							

CLASSIFICATION PROMOTIONS

Upon promotion of an Employee to a higher classification within the County, the following provisions shall determine initial step placement:

- a. The initial placement shall be for probationary purposes and shall be for a period of six (6) months.
- b. If the promotion is into a field not directly related to the Employee's previous position, the department head concerned shall confer with the Human Resources for determination of appropriate step placement.
- c. Employees promoted to a higher classification shall, at a minimum, be promoted to a Step level in the new classification that reflects at least one (1) Step in pay higher than their rate of pay in their old classification.

COMMERCIAL DRIVER LICENSE

The County will pay for CDL licenses for eligible Employees and will reimburse Employees for the cost of all required DOT physicals; provided, however, such physicals shall be performed by physicians approved by the County. New hires will be required to have a CDL license and physical prior to hiring.

HYBRID POSITIONS

A Hybrid position is a position that includes two different classifications and two separate wage rates, and changes depending on the season. The County currently has two Hybrid classifications:

Flagger/Equipment Operator 1, (works as a Flagger and is paid at the T010 rate from April 1 – November 30, and works as an Equipment Operator 1, and is paid at the T052 rate from December 1 – March 31).

Traffic Safety Tech./Equipment Operator 1, (works as a Traffic Safety Tech. and is paid at the T072 rate from April 1 – November 30, and works as an Equipment Operator 1, and is paid at the T052 rate from December 1 – March 31).