

**LABOR AGREEMENT**

**By & Between**

**DOUGLAS COUNTY TRANSPORTATION & LAND SERVICES**

and

**TEAMSTERS LOCAL UNION NO. 760**

**TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES,  
WAREHOUSEMEN AND HELPERS**

**REPRESENTING PROFESSIONAL, TECHNICAL, CLERICAL EMPLOYEES**

**JANUARY 1, 2025**

to

**DECEMBER 31, 2027**

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This Agreement is made pursuant to the provisions of RCW 41.56 by and between the Board of County Commissioners of Douglas County, hereinafter referred to as County or Employer, and Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers, Local No. 760, hereinafter referred to as Union.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The County agrees to recognize the Union as the sole collective bargaining agent for the Bargaining Unit composed of the following:

**Included:** All regular full-time employees of Transportation & Land Services, Engineering Technician, Transportation and Storm Water, Development Engineer, SWU Technician, Development Review Tech, Engineer Designer, Draftsman, Engineer Program Specialist, Environmental Manager, GIS Coordinator, GIS Analyst, Construction Inspection, Bridge Inspector, Assistant County Surveyor, Party Chiefs, Non-Confidential Clerical, Accounting classifications, Associate Planner, Senior Planner, Principal Planners, Permit Center Technicians, Receptionists, Administrative Secretary, Permit Center Coordinator, Building and Code Compliance Inspector, Building Inspector, Senior Plans Examiner, and Plans Examiner classifications.

**Excluded:** The Administrator, County Engineer, Planning & Economic Development Director, Assistant County Engineer, County Surveyor, Accounting Manager, Assistant Accounting Manager, Administrative Assistant - Transportation, Capital Programs Manager, Development Services Manager, Road Superintendent, Area Supervisors, Fleet Systems Manager, Utility Permit Coordinator, Transportation Project Manager, Building Official, Sign Supervisor, the positions listed in Teamsters Maintenance CBA, section 1.1, and / or other Collective Bargaining Agreements, and confidential employees as defined by RCW 41.80.005, temporary employees and all other employees of the County.

## **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, understanding between the County and its said employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of County property, 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 - DISCRIMINATION**

- 3.1 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, genetic information, political affiliation, or the presence of a sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Union and the County shall share equally the responsibility for applying this provision of the Agreement.

- 3.2 All references to gender (him, her, his, hers, etc.) in this Agreement shall be construed as the employee(s).
- 3.3 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 4 - MANAGEMENT RIGHTS**

- 4.1 All of the core management rights shall remain in the exclusive control of the County. It is expressly agreed by the parties that such core management rights, powers, authority and functions shall be exercised by the County without having to bargain about the decision nor about the effects of such decisions. Examples of such exclusive core management rights are as follows:
- 4.1.1 The right to full and exclusive control, management and operation of Transportation & Land Services affairs.
  - 4.1.2 The right to determine the scope of activities and services.
  - 4.1.3 The right to determine the business to be transacted.
  - 4.1.4 The right to determine the work to be performed, the hours of work and work schedules, as well as the methods for efficient and productive performance of such work.
  - 4.1.5 The right to determine the equipment to be used for any and all services.
  - 4.1.6 The right to determine the number of employees per classification needed to perform services and work.
  - 4.1.7 The right to determine the processes and procedures to be used to carry out the work.
  - 4.1.8 The right to fix the standards for work to be performed.
  - 4.1.9 The right to hire, select and train employees the way the County deems best for the organization.
  - 4.1.10 The right to discipline employees by oral reprimand, written reprimand, suspension without pay and discharge for just cause.
  - 4.1.11 The right to assign employees to work sites, work locations and assignments.
  - 4.1.12 The right to promote, demote, retire and transfer employees.
  - 4.1.13 The right to determine the budget.
  - 4.1.14 The right to mandate overtime when the County determines it is necessary to provide services.
  - 4.1.15 The right to layoff employees by classification when the County determines

such action to be necessary; provided that thirty (30) calendar days written notice is given to both the union and the affected employee.

4.1.16 The right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during such emergency.

4.1.17 The right to exclusive decision making authority regarding “light or limited duty” work assignments after consulting with attending physician to make the following determinations as outlined below:

- a) If any “light or limited duty” work exists;
- b) Duration of “light or limited duty” assignments.

4.2 The County and the Union agree that the above statement of management rights is for illustrative purposes and shall not be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 In matters not covered specifically and expressly within the Agreement, the County shall have the full and unlimited right to make decisions in such areas, and such decisions shall not be subject to the grievance procedure nor to any court or agency of competent jurisdiction.

4.4 It is expressly agreed by the parties that in the following cases, County management personnel has the right to perform limited Bargaining Unit work:

4.4.1 For the purposes of training Bargaining Unit personnel;

4.4.2 After other reasonable and practicable options have been investigated and documented to accomplish such tasks with Bargaining Unit personnel (e.g., use of full time employees temporarily transferring from one area to another or use of temporary employees).

4.4.3 For emergencies based on time constraints or budget requirements that would prevent hiring additional workers.

4.4.4 Management personnel may not perform Bargaining Unit work for the sole purpose of reducing or eliminating overtime.

4.5 Past Practices: If the County chooses to change past practice, the County shall provide seven (7) calendar days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the County’s proposed change to past practice. The notification and opportunity to negotiate shall not impede nor adversely affect the County’s right to implement changes(s) to past practices(s). The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the approximate date for implementation of the County’s change to past practices(s).

4.6 If an employee’s driver’s license/or professional license is revoked or suspended for any reason and if the employee does not have adequate accrued leave to cover time loss, it is at the sole discretion of the County to determine, on a case by case

basis if other work, which may or may not be paid at the employee's present rate of pay, is available during this time period. "Other Work" is defined as work not requiring a valid driver's license/professional license. In the event that "other work" is offered, the Employer will keep the Union informed of the change to the employment relationship. The Employer's decision is not a grievable issue.

## **ARTICLE 5 - UNION MANAGEMENT RELATIONS**

- 5.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and Board or their authorized representative.
- 5.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the Representative of Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers, Local No. 760, and the Board of County Commissioners.
- 5.3 On January 1<sup>st</sup> of each year, the Union shall submit to the Board of County Commissioners a written list of Union Officers, Stewards and negotiating committee. The Board shall be notified of any changes that occur during the year within one (1) week after such changes are made.
- 5.4 When possible, the Employer will make every effort to notify the union thirty (30) calendar days in advance of a reduction in force/layoff notice.

## **ARTICLE 6 - UNION MEMBERSHIP**

- 6.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 6.2 Questions About Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 6.3 Signed Dues Deduction Authorization: Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper in writing, and must be presented to the Employer's Human Resource Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. If the Employee chooses to discontinue union membership and payment of dues, said Employee must provide notification to the Union and the Employer. Such discontinuance shall be effective in the next payroll period after notification. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.
- 6.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union

dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15<sup>th</sup> of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted.

- 6.5 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union Representative by email of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted no less than thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations, within 90 days from date of hire.
- 6.6 Defense, Hold Harmless and Indemnification: The Union agrees to defend and hold harmless the Employer from all claims, demands, lawsuits, orders, or judgments, etc. brought or issued which may arise from the Employer making a good faith effort to administer the provisions of this Article.
- 6.7 The County agrees that during working hours, on the County's premises, Local Union representatives shall be allowed to consult with the employee, his/her Representative or Local Union Officers; provided that no conferences or meetings between the employees shall in any way stop, hamper or obstruct normal flow of work.
- 6.8 No overtime or leave reimbursement will be given to Shop Stewards who attend bargaining sessions.
- 6.9 There shall be no soliciting of current employees for Union membership during working hours; exception is in Article 6.5. Any employee who does so shall be subject to disciplinary action.
- 6.10 County facilities, vehicles and equipment shall not be used for Union activities unless specifically approved by the Administrator.
- 6.11 The County shall provide a bulletin board at each work site for purposes of posting Union notices and materials authorized by Teamsters Union, Local 760. Such bulletin boards shall be placed at locations approved by the Administrator. The Administrator shall receive copies of all information to be posted on the bulletin boards prior to posting. The Union shall not post political and/or any other notices and materials which are critical of the County, management, employees and the public. The Union postings shall be professional in nature and shall be on Union letterhead and signed by the Union officials. There shall be no anonymous postings.
- 6.12 The Job Stewards shall be permitted reasonable time to investigate, present, and process grievances, and perform incidental union business on County property without interruption to the County's operation. Upon mutual agreement, Stewards will be allowed to leave their work areas to investigate and process grievances, and to perform such incidental Union business as authorized by the Union.

## **ARTICLE 7 - DEFINITIONS**

- 7.1 Anniversary Date: means last date of entry into County service as adjusted by

leave without pay or break in service.

- 7.2 Department: section inside an organization dealing with a particular function and having a specific responsibility (ex. Engineering, Transportation, Land Services, Accounting).
- 7.3 Division: small unit within an organization with independent decision-making (ex. Clerical, Accounting, Planners, Building, Code Compliance, Plan Review, Engineering, Survey, GIS, Inspectors, Stormwater Utility).
- 7.4 Employee: means any person covered by the terms and conditions of this Agreement as recognized in Article 1.
- 7.5 Regular Full-Time Employee: is an employee who is regularly scheduled to work forty (40) hours per week or two thousand eighty (2,080) hours per year, receives benefits and has successfully completed a probationary period with no break in service.
- 7.6 Regular Part-Time Employee: is an employee who is regularly scheduled to work less than forty (40) hours per week but more than twenty (20) hours per week. Such employees are entitled to pro-rated benefits.
- 7.7 Class: One or more positions sufficiently similar with respect to duties and responsibilities within a range, as determined by Employer.
- 7.8 Classification: The assignment of an individual position to an appropriate class on the basis of the work, as determined by the Employer.
- 7.9 Position: means a group of duties and responsibilities normally assigned to an employee. Such position may be filled or vacant, regular full-time or regular part-time.
- 7.10 Probationary Period for New Hire: A twelve (12) month trial period of employment following the date of initial hiring. If the Employer determines that the employee is not satisfactorily fulfilling the probationary period, the employee is subject to termination/discharge without just cause and without any recourse to the grievance procedures.
- 7.11 Probationary Period for Existing County Employee Moving to Different Position and Different Department: A twelve (12) month trial period of employment following the date beginning working in a different position in a different department, with a different supervisor. If the Employer determines that the employee is not satisfactorily fulfilling this probationary period, the employee is subject to termination/discharge with just cause.
- 7.12 Promotion: When an employee is elevated from one class to a higher class having a higher pay rate within the same division, with the same supervisor. The probationary period for promoted employees is three (3) months. If the Employer determines that the employee is not satisfactorily fulfilling this probationary period, the employee will be bumped back to their original position. If the employee decides they cannot meet the requirements of the promoted position within the three (3) month period, said employee has the option to bump back to their original position. The Employer may determine that the employee is fulfilling the probationary period

prior to the three (3) month period, and the Employer may modify the employee's status from probationary to regular employment status. If the Employer determines the employee is fulfilling the probationary period prior to the three (3) month period, the Employer can proceed with filling the vacated position immediately upon the employee being placed in regular employment status.

- 7.13 Temporary Employee: is an employee who performs work during a peak work load which is cyclic in nature, has an end in sight and normally lasts for less than six (6) consecutive months. For temporary engineering technicians and non-confidential clerical employees, the six (6) months may be extended to nine (9) consecutive months. It is understood that temporary employees will not receive the full range of benefits normally accruing to full time employees.

Any temporary clerical or engineering employee who works for nine (9) consecutive months and returns to service after an approved lay off, will at the discretion of the Administrator, be re-hired as a full time employee. Temporary employees are not covered by any of the terms and conditions of this Agreement with the exception of this provision.

- 7.14 Qualifications: in addition to those listed in each job description will be determined by the supervisor and then finalized by the Administrator based on interview scores, application/resume, disciplinary records, training history, overall experience, certifications, driving and accident history, and annual performance evaluations. These standards will be applied consistently and fairly and only if there is a question as to who is the most qualified employee in cases of new hires, transfers, and position postings.

- 7.15 Working days: shall mean the regular and normal business days of Douglas County, which are Monday through Friday excluding holidays.

## **ARTICLE 8 - NO STRIKE. NO LOCKOUT**

- 8.1 It is mutually agreed that neither the Union nor any employee(s) shall engage in any strikes, picketing, sick outs, slowdowns, cessation of work or any other interference with the carrying out of services and work. If the Union and/or employee(s) participate in any of these activities, said employee(s) shall be subject to temporary replacement and disciplinary action up to and including discharge. The County agrees not to engage in any lockouts.

## **ARTICLE 9 - NEGOTIATIONS**

- 9.1 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 to name such negotiator or negotiators.

## **ARTICLE 10 – DISCIPLINE**

- 10.1 Purpose of Discipline:

All disciplinary action shall only be for just cause; provided, however, this Article and any related provisions in other Articles and Sections of this CBA shall not

apply during an employee's probationary period, during which time the employment status shall be strictly "at will" and the employee is subject to discharge without just cause and without recourse to the grievance procedure.

All employees shall conduct themselves in a manner that is consistent with established laws, policies, procedures, work rules and regulations. All employees, regardless of status or length of service, are required to meet and maintain County standards for job performance and behavior. Minor disciplinary events are not primarily intended to be punitive, but rather to inform the employee of, and provide time for compliance and/or improvement with established laws, policies, procedures, work rules and regulations. However, in the case of serious misbehavior(s), misconduct(s) and/or violation(s), of established laws, policies, procedures, work rules and regulations, disciplinary actions may be applied punitively for the additional purpose of discouraging such misbehavior(s), misconduct(s) and/or violation(s).

#### 10.2 Progressive Discipline:

The Employer may discipline any employee for just cause. If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- a. Oral reprimand
- b. Written reprimand minimum of one year
- c. Delayed salary step increases
- d. Demotion
- e. Disciplinary transfers
- f. Suspension without pay; disciplinary action remains in personnel file for the same number of years as the number of day(s) of suspension without pay
- g. Discharge or termination

The employer retains the discretion to deviate from the progressive discipline standard and apply differing (including higher) levels of discipline (e.g. suspension without pay, demotion and/or discharge) where there are serious misbehavior(s), misconduct(s) and/or violation(s) of established laws, policies, procedures, work rules and regulation. In exercising this discretion to deviate from progressive discipline, the Employer shall take into account the severity of the misbehavior(s), misconduct(s) and/or violation(s) as well as any mitigating factors such as the employee's work record and performance. However, in some case of serious misbehavior(s) misconduct(s) and/or violation(s), there will be instances where work record and performance will not mitigate the disciplinary action.

#### 10.3 Investigation Process:

- A. The Employer has the authority to determine the method of conducting investigations of alleged employee misbehavior(s), misconduct(s) and/or violation(s) subject to the terms and conditions set forth in this CBA.
- B. If and when the Employer (or a consultant hired by the Employer) determines an interview of an employee is necessary, the Employer may choose to document the interview. The employee shall be allowed to review the document and shall sign the statement indicating they have seen the

statement but the signing shall not constitute an agreement as to the truth or validity of its contents.

- C. At the conclusion of the investigation, the employee who is the subject of an investigation shall, upon request, receive a copy of the investigation. The copy will be redacted as required by applicable law (e.g., whistleblower, harassment, hostile work environment investigations.)

#### 10.4 Work Assignment:

An employee accused of misbehavior(s), misconduct(s) and/or violation(s) will not be removed from his/her existing work assignment during the period of an investigation unless the Employer determines the employee's presence would have an adverse impact on work performance, efficiency or productivity or the Employer has a reasonable belief that there are safety/security concerns.

#### 10.5 Investigatory Interview:

- A. The Employer is not obligated to conduct an interview of an employee suspected of misbehavior(s), misconduct(s) and/or violation(s). If the Employer does elect to conduct an investigatory interview which could potentially result in disciplinary action, the Employer will inform the employee of the nature of the allegation(s) before the interview. Upon request, an employee has the right to a Union Representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If an employee requests a Union Representative, the Employer will not schedule the interview until at least seven (7) calendar days except for exigent circumstances after the employee is informed so that the employee may contact the Union Representative of his/her choice to be present at the interview. However, if the requested representative is not reasonably available, the employee must select another representative who is timely available. Employees seeking representation are responsible for contacting their own representative. The role of the representative is to provide assistance and counsel to the employee. The representative shall not answer for the employee.
- B. Employees have a duty to fully cooperate with an Employer's investigation and to answer all relevant and material questions which relate to the employee's alleged misbehavior(s), misconduct(s), violation(s). Except as modified by this CBA, employees retain the rights afforded to them by the Constitution of the United States and the State of Washington. Employees will answer all questions fully and honestly.
- C. If the misbehavior(s), misconduct(s) and/or violation(s) could result in felony criminal charges and an Employer requires the employee to fully answer questions, the employee will be provided his/her Garrity rights. If the misbehavior(s), misconduct(s) and/or violation(s) could result in felony criminal charges and the employee is provided his/her Garrity and the employee refuses to answer any questions relating to the misbehavior(s), misconduct(s), violation(s), the employee will be subject to immediate discharge of employment.

#### 10.6 Pre-Disciplinary Action Meeting (Loudermill Meeting):

After the completion of an investigation and prior to imposing discipline, except for

verbal and written reprimands, the Employer will inform in writing the employee of the reasons for the contemplated discipline at least three (3) working days prior to an Employer established pre-disciplinary action meeting and provide a copy of the investigation report, if not already provided. Upon request, an employee may have a Union representative in attendance at a pre-disciplinary action meeting, if held. Employees seeking representation are responsible for contacting their own representative. The role of the representative is to provide assistance and counsel to the employee. The employee will be provided an opportunity to respond to questions and to make statements at the pre-disciplinary action meeting.

#### 10.7 Grievance Processing:

All disciplinary actions, except for documented verbal reprimands, are subject to the grievance procedure set forth in Article 11.

### **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

STEP 1 - Within fifteen (15) calendar days from its occurrence, or the date on which the employee first became aware of it, the aggrieved employee shall first submit the complaint in writing to the employee's non-union supervisor. If the matter is resolved through informal discussion, no further action shall be taken. If the employee fails to discuss the matter within fifteen (15) calendar days from the date of the occurrence, the grievance shall be waived and forever lost. The non- union supervisor shall have up to thirty (30) calendar days or fifteen (15) calendar days in cases of termination in which to either answer grievance in writing or refer the grievance to Step 2 to be answered by the Administrator.

STEP 2 - If the matter is not resolved at STEP 1, it shall be submitted by the employee in writing on a Union-approved grievance form to the Administrator along with a statement containing the circumstances giving rise to the grievance, the article(s) allegedly violated, and the specific remedy requested. Submission of such employee's written grievance must be presented to the Administrator within thirty (30) calendar days or fifteen (15) calendar days in cases of termination of the response from the non-union supervisor at STEP 1 of this process. The grievance form must be initialed by a Steward or Bargaining Unit Representative prior to being sent to the Administrator. If the employee fails to timely submit the written grievance, then said grievance shall be forever waived and lost. The Administrator shall have up to thirty (30) calendar days in which to render any answer in writing.

STEP 3 - If the grievance is not resolved at STEP 2, the Union or the Employer may submit the grievance to arbitration. The party submitting the grievance to arbitration must notify the other party, in writing, within thirty (30) calendar days of the decision issued at Step 2 or the grievance is forever waived and lost. Submission to arbitration by the Union or the Employer shall be in accordance with 11.2 below.

11.2 If the parties cannot mutually agree on an arbitrator, either party may request PERC to provide a list of eleven (11) arbitrators from which the parties may alternately strike one (1) person from the list until only one name remains, who

shall be the arbitrator.

The arbitrator shall not have jurisdiction nor authority to add to, detract from, or alter in any way the provisions of this Agreement. Any decisions within the jurisdiction and authority of the arbitrator shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be equally shared by the County and the Union. Each party shall be responsible for their own attorney's fees, costs, and expenses. If either party wants a court reporter present for a verbatim record, both parties shall equally share the fees of the reporter for reporting, transcribing and copying the record.

- 11.3 Nothing in this Grievance Procedure shall prevent the aggrieved employee from presenting the grievance at STEP 2, and have such grievance adjusted without the intervention of the exclusive Bargaining Representative, if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect, and if the exclusive bargaining representative has been given the opportunity to be present at any initial meeting called for the resolution of such grievance.
- 11.4 Grievances must be presented within the timeframes provided, otherwise the Union, the County and the employee agree that the grievance is forever waived.

## **ARTICLE 12 - SENIORITY**

- 12.1 Seniority shall mean an employee's continuous length of service within the Transportation & Land Services from the last date of hire except in the case of layoffs as provided below. Seniority shall not apply until the employee has completed the probationary period as defined in ARTICLE 7 - DEFINITIONS. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire except in the case of layoffs as provided below. All employees will be classified as regular employees upon completion of their probationary period and will receive wages, benefits and working conditions as set forth in this agreement.
- 12.2 The Employer has the exclusive right to determine whether a layoff is necessary. In addition, the Employer has the exclusive right to determine, in a layoff situation, which classification(s) will be affected by the layoff. The layoff within a classification may be based on the least senior employee within the affected classification being the first laid off unless the Administrator determines that a junior employee is more qualified based on the criteria in Article 7.14. If the Administrator determines (in case of a layoff by classification) that a position such as Surveyor, or any other position(s) requiring a special certification or license and is critical to the operation of the department, then seniority shall not be applicable when determining layoff order.
- 12.2.1 Displaced employees within an affected classification who have seniority in a lesser classification may exercise their seniority if they have prior experience in the lesser classification and if they are presently qualified and have the required skills, abilities, experience, performance and quality of work to perform the work as determined by the Administrator to perform the work in that lesser classification. If the Administrator determines that a junior employee in the lesser classification is more qualified based on the criteria in Article 7.14 then the Administrator has the right to keep the less

senior employee and lay off the more senior employee.

12.2.2 Those employees displaced as a result of the above layoff procedures will be placed on a recall list for a period not to exceed twelve (12) months.

12.2.3 If the Employer decides to re-hire, employees who are on the recall list the employees may be re-hired if the recall is within twelve (12) months of the layoff and provided they have kept their necessary training, certifications and other job requirements current as well as taking into consideration the provisions in Article 7.14.

12.3 During the probationary period a new employee:

- a) Will not have seniority or other job rights or benefits; (unless an employee is a current employee who transferred or promoted to substantially different positions then the seniority date of hire will remain the same date as the original date of hire).
- b) May be laid off or terminated at the discretion of the County.
- c) May be evaluated by the appropriate department head or supervisor to determine proficiency for the job.

12.4 An employee's continuous service record shall be broken by voluntary resignation, retirement, layoff for a period of twelve (12) months, discharge for just cause, if the employee fails to show up for work without an excused absence for three (3) days, or if the employee fails to return to work within five (5) calendar days after being notified to return to work and does not present a satisfactory excuse. During a layoff period an employee will not accrue seniority or other benefits, however, if the employee is recalled within twelve (12) months, the employee will not lose seniority accrued before the layoff but will be placed at the pay level and step reflective of actual time on the job not including the layoff period.

12.5 Any employee who has refused a position shall not have the right to displace the holder of said position.

12.6 Seniority will be given consideration in day-to-day job assignments.

### **ARTICLE 13 - JOB POSTING**

13.1 When a regular position opens in a job classification covered by this Agreement, it shall be posted in all shops/offices for forty (40) working hours and emailed to the Union Business Representative and Shop Steward prior to being posted to the public, unless otherwise agreed to by Union Business Representatives or Shop Steward. All regular employees covered by this Agreement shall be eligible to apply by submitting an application and resume. The Department Supervisor, after consulting with the Administrator, shall select the employee and/or applicant to be awarded the vacancy and, in doing so, shall first give consideration to senior employees who meet the qualifications based on Article 7.14 regarding the position. The Administrator's decision shall be final and binding.

13.2 The Employer has the right to select any of the following options for filling an open position:

13.2.1 Employer has the right to approve a request for a lateral transfer from another employee within the same job classification.

13.2.2 Employer has the right to select an employee in another job classification, in the affected area if the employee meets the qualifications outlined in Article 7.14 for the position.

13.2.3 Employer has the right to select an employee in other job classifications, in other areas if the employee meets the qualifications outlined in Article 7.14 for the position.

13.2.4 Employer has the right to select an employee by recruiting applicants from the public who meet the requirements for the position provided that existing qualified employees with seniority are guaranteed an interview.

13.3 The immediate supervisor in each area and the Administrator have the right to refuse an employee a transfer from one area to another based on the operational need of that area.

13.4 If, at any time after a position has been posted, advertised and filled, any further vacancy that occurs in the position previously posted within six (6) months of the posting being filled, the Employer shall post in-house for forty (40) hours first. If an employee who applies subject to the criteria in Article 7.14 is not awarded the open position, then the Employer has the right to select from the original application pool within the 6-month period.

13.5 In the event an employee accepts a job bid to a new classification (e.g. maintenance to engineering) and, in spite of conscientious effort, fails to meet job standards or decides he/she does not want to continue in the position within a three (3) month trial period, the employee will revert to his/her former position without prejudice on the part of either party. The employee has the right to waive, in writing, the entire three (3) months or shorten the bump-back timeframe. The Employer also has the ability to bump back the employee into their original position within a three (3) month trial period.

However, an employee who transfers from one area to another area within the same job classification is not eligible for the three (3) months bump-back procedures above.

13.6 An employee who is on Disability Leave (L&I) due to an on-the-job injury is eligible to apply for a position transfer or upgrade prior to being released for work by his/her physician; provided, however, he / she is released without restrictions and capable to filling the position within thirty (30) days of the date the position is awarded.

13.7 In the event of a newly created position or a reclassification request within the Agreement, the County shall provide written notice to the Union concerning the proposed rate of pay and the rationale for the new position or reclassification, fourteen (14) calendar days prior to posting the position.

13.8 When an open position in the Agreement is posted for an extended period of time and there is a lack of qualified applicants the Employer may seek a reclassification

of the position for a market analysis adjustment. The County will notify the Union of the proposed rate of pay and rationale for the market reclassification, in which the union has fourteen (14) working days to comment. Then the market reclassification will proceed to the Personnel Committee for review and recommendation to the Board of Commissioners.

#### **ARTICLE 14 - HOURS OF WORK, OVERTIME**

- 14.1 The normal workday shall be eight (8), nine (9), or ten (10) consecutive hours excluding meal periods, or combinations thereof. The normal workweek shall be forty (40) consecutive hours Monday through Friday, unless otherwise mutually agreed upon between the employee and County, or the County determines an emergency exists, EXCEPT the starting and ending day may be changed when the County operates multiple shifts. In the event of termination or layoff during the workweek, the employee shall be paid for those hours worked.
- 14.2 Shifts: The normal work week starts on Midnight (12:00 AM) Saturday night to 11:59 PM the following Friday for employees working the following shift:
- a) 8s: five (5) consecutive days eight (8) hour shift, Monday through Friday
  - b) 10s: Four (4) consecutive days ten (10) hours shift Monday through Thursday with Fridays off, or with approved Tuesday through Friday with Mondays off. (Reference Article 14.5).

The normal work week starts midday on noon (12:00 PM) Friday to 11:59 AM the following Friday for employees working 9's shift:

- a) 9s: Two weeks work schedule four (4) consecutive days nine (9) hour shift one week with Friday off; then four (4) consecutive days nine (9) hours a day and working eight (8) hours on Friday, or vice versa depending on team employee is assigned to. The first Friday in November Teams will work a half (1/2) day. The AM shift will be the team that was off the previous Friday, the PM shift will be the Team that will be off the 2<sup>nd</sup> Friday of November. This will flip Fridays off. Supervisor will post scheduled flip.
- 14.3 Adjustment in the normal working hours of the employees for the convenience of the County shall not be construed to be in conflict with this Agreement.
- 14.4 The normal working day shall start at employee's work station and shall end at the employee's work station. If the employer modifies the employee's work station on a long-term basis in accordance with contract provisions, then the employee's new work station shall be where the normal workday starts.
- 14.5 Overtime: Work in excess of eight (8) hours per day, nine (9), or ten (10) hours per day, dependent on schedule worked at the time, or forty (40) hours per week is payable at the time and one-half (1 1/2) rate. All employees who are called to work and then sent home before their normal work shift or are called back after their normal work shift and then sent home, shall be granted a minimum of two (2) hours pay.

If a regular full-time employee is placed on an hourly status vs. a monthly salary as

per Article 16.2, that employee may only be eligible for compensatory time or overtime if the employee has worked more than forty (40) hours in a seven (7) day consecutive work week. See Article 16.2.

Overtime must have prior approval.

- 14.6 A four (4) day, ten (10) hour day work week may be instituted by the County for a department or individual where its application would be more congruent with County operations. The County has the right to change starting times as well as work days in accordance with Article 14.1 above. A two (2) week notice of such change in work schedule shall be given, however, unusual/emergency circumstances may require shorter notice.
- 14.7 In the event of layoff during the work week, the employee shall be paid for those hours worked. Thirty (30) calendar days' notice of a layoff shall be given except in unusual circumstances as determined by Management. If the County determines that unusual circumstances exist, then the County will provide as much notice as is permissible under the circumstances.
- 14.8 It is intended that overtime be distributed among employees reasonably consistent giving consideration to qualifications, availability and location.
- 14.9 Compensatory Time - In lieu of overtime payments, when requested by an employee, compensatory time off at a one and one-half (1 1/2) to one (1) basis may be granted at the supervisor's discretion if the work load allows the taking off of such time without restricting the County's ability to meet necessary work requirements.
- 14.9.1 Supervisors may deny the accrual of compensatory time during the months of May through September based on work load and the availability of personnel to fulfill necessary personnel size, as determined by the Employer.
- 14.10 The maximum compensatory hours that may be accumulated at any one time is eighty (80) hours, after which time the employee will not be allowed to accrue additional compensatory time until the accumulated hours drop below the eighty (80) hour limit. Overtime is the only option if or when the employee's compensatory balance reaches the maximum eighty (80) hours.
- 14.11 As of November 30th of each year, an employee's compensatory balance must be reduced or scheduled to be reduced to zero (0) hours. Employees may schedule compensatory time through November 30th or choose to receive a cash buyout by November 30th. Supervisor may deny use of compensatory time if coverage is not available. Buyouts will be applied on December 5th payroll.
- a) Use of compensatory leave shall be in compliance with section 14.12.
- b) No compensatory time is to be accrued between October 31<sup>st</sup> and November 30<sup>th</sup> for employees that are maxed out in comp time
- 14.12 The use of compensatory time leave will be subject to the same rules and procedures as any other leave, for example:

- a) Written request for leave authorization must be submitted at least three (3) days prior to the absence;
- b) Leave must be approved by the employee's supervisor prior to using it; and
- c) The employee must get their supervisor's approval to work the additional time before working it.

14.13 Compensatory time must be used in the following manner:

One half (1/2) hour minimum.

14.14 Compensatory time may be used in place of annual leave or sick leave. In this case, employees may combine different kinds of leave to total any amount necessary over one (1) hour, e.g., four (4) hours of annual leave and four (4) hours of compensatory time to equal eight (8) hours of leave.

14.15 Accrued compensatory time shall be used before annual leave.

14.16 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 at the middle of each one-half (1/2) shift, provided such rest period shall not disrupt work to be accomplished and provided such rest periods shall be taken at the job location.

Fifteen (15) minute rest periods will be taken approximately half-way through each one-half shift and shall not be combined into a single break period, nor shall rest periods be combined with any other leaves. Rest periods must be taken separately. Lunch periods are to be taken as close to 12:00 noon each workday as possible (eight (8) or ten (10) hour shifts).

Employees must be allowed a meal period when they work more than five hours in a shift. A meal period must be at least 30 minutes long and start between the second and fifth hour of the shift. Half hour lunch breaks must be approved by management in lieu of an hour lunch break.

Employees can waive their meal break requirement if both management and employee agree. Submittal of "Meal Break Waiver Request" must be filed with management.

14.17 The Employer has the right to institute and implement the use of time clocks for record-keeping purposes provided that fourteen (14) calendar days written notice is provided to all employees and the union and is implemented on a uniform basis.

## **ARTICLE 15 - SAFETY AND HEALTH**

15.1 Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations of W.I.S.H.A., O.S.H.A. and L&I.

15.2 All employees shall wear traffic safety apparel provided by and selected by the Employer (except footwear) when working on foot adjacent to traveled portions of the roadway and in other areas where there is vehicular traffic or where

construction/maintenance equipment is operating. Footwear shall consist of boot- like non-slip soles with leather tops or other materials equal in protection and quality (as per WAC 296-155-212). All employees shall wear safety hard hats or hard caps and orange shirts or approved safety vests when working under the following conditions:

- a) When working in active construction zones;
- b) Where there is danger of head injury from impact, falling or flying objects;
- c) Where there is danger of contact with a high voltage electrical source;
- d) When surveying or inspecting in or near traffic areas.

15.3 Employees shall participate in all County required first aid training programs.

15.4 Each employee is responsible for the upkeep, and cleanliness of any equipment or work area to which the employee may be assigned, whether permanent or temporary, and it shall be the duty of the employee to anticipate, within reason, normal repairs and maintenance needed and report such to the employee's supervisor or mechanic on a form provided by the County. The Employer reserves the right to instruct the employee to schedule normal repairs and maintenance to county issued vehicles; for example: oil and fluid changes, filter changes, misc. light, etc.

15.5 In accordance to WAC 357-37-200 the Employer can require an employee to submit to a drug/alcohol test while on duty when the employee is involved in an accident where the employees seeks medical attention, or is involved in a motorized accident that is not a mechanical malfunction, unless obviously impaired.

## **ARTICLE 16 – CLASSIFICATIONS, WAGES**

16.1 Employees shall be compensated in accordance with the classification and wage schedules attached to this Agreement and marked *Appendix "A"*. The attached schedules shall be considered a part of this Agreement. NOTE: Overtime pay shall be computed on two thousand eighty (2,080) hours per year or an average of one hundred seventy-three point thirty-three (173.33) hours per month instead of actual hours worked per month.

16.2 Any full-time employee covered by this agreement that is on leave without pay status shall remain on an hourly rate of pay until such time that the employee has accrued at least forty (40) hours of annual leave and/or compensatory time in their leave bank(s) to the end of the pay period when verified by employer. Salary status will then commence the following pay period after forty (40) hours is verified by the Employer. See Article 14.5.

16.3 The County has identified key licenses and certifications that are essential to the efficiency and cost-effectiveness for operation of the departments.

16.3.1 Employees are eligible for certification pay listed below. Employees may receive up to two (2) certifications for a maximum of three hundred dollars (\$300.00)

except for Building Official: but not limited to

1. First certification will be in the amount of \$200.00:
2. 2<sup>nd</sup> Certification eligible for and additional one hundred dollars (\$100.00) for any certification or degree listed below; maximum certification pay is three hundred dollars (\$300.00); except for when an employee has passed all modules in the capacity of a "Building Official" employee will receive an additional one hundred dollars (\$100.00). Maximum for certification pay for Building Official is four hundred dollars (\$400.00).
  - A. Auto-CADD Certification
  - B. Bridge Inspection
  - C. AICP Certification
  - D. Master's Degree
  - E. Drone Pilot Certification
  - F. ESRI Professional
  - G. Certified Building Official
    - i. Building Code & Standards
    - ii. Legal Module
    - iii. Management Module
  - H. Building Inspector
  - I. Residential Inspector
  - J. Commercial Building Inspector
  - K. Building Plans Examiner
  - L. Residential Plans Examiner
  - M. Fire Inspector I or II
  - N. Permit Technician
  - O. Permit Specialist
    - i. Permit Technician
    - ii. Code Specialist Module
  - P. Property Management & Housing Inspector
  - Q. Zoning Inspector
  - R. Engineer In Training (EIT)

All employees who currently received certification pay in the amount of one hundred fifty dollars (\$150.00) will automatically increase to two hundred dollars (\$200.00), and be eligible to obtain a second certification in the amount of one hundred dollars (\$100.00).

#### 16.3.2 Specialty and Other add-ons:

- A). Bilingual: one hundred (\$100.00) per month.
- B). Lead: one hundred fifty dollars (\$150.00) per month (current employee who receives two hundred fifty dollars (\$250.00) per month will be grandfathered. Future lead will receive one hundred fifty dollars (\$150).
- C).

These add-ons are determined by Employer, who have the sole discretion to terminate such add-on responsibilities by providing a thirty (30) day written notice. This action is not grievable.

#### 16.3.3 Add-ons paid out of budgets other than Transportation and Land

Services determined by the Employer, and have the sole discretion to terminate such add-on responsibilities by providing a thirty (30) day written notice. This action is not grievable.

*NOTE: This increase to the employee's monthly salary does not affect the employee's placement in the salary system and will be added to the base salary after any general wage increase.*

- 16.4 Certification and Professional Dues Expenditures: The County agrees to pay the entire cost of all job required certification testing and all dues to related professional organizations. If overtime is required for training the employee must receive prior approval.
- 16.5 An employee who is temporarily assigned by Human Resources to a higher classification within the bargaining unit for forty (40) hours or more will be paid at the rate of pay assigned to the higher classification/position for all full-time worked from the first hour in the higher classification. This sub-section only applies to bargaining unit positions assigned to a higher paid bargaining unit position. A current bargaining unit employee who is temporarily assigned to an excluded position for forty (40) hours or more will be paid at the rate of pay assigned within that range, the step will be determined by the Administrator.

### **ARTICLE 17 - PAY CHECKS AND SCHEDULE**

- 17.1 Subject to the provisions below pertaining to electronic deposits, the County will distribute monthly payroll electronically on the fifth (5<sup>th</sup>) of the month. New employees will received their first month's paycheck all others will be electronic. If the fifth (5<sup>th</sup>) day falls on Saturday or Sunday, the checks may be electronically processed on Friday prior to the fifth (5<sup>th</sup>). Electronic payment will not be issued early except when the holiday falls on a Friday or Monday, in which case, the payment would be distributed the last regular working day (based on five (5) eight (8)-hour work days).
- 17.2 Draw Pay (as per R.C.W. 36.17.040): Subject to the provisions of electronic deposits below, all full time salaried employees are eligible to receive up to forty percent (40%) of the employee's earned salary through a draw pay. If employee goes on leave without pay status they will need to notify payroll to reinstate a specified draw pay, prior to the fifteenth (15<sup>th</sup>) of the month. The County may discontinue issuing a draw pay for any employee if insufficient time has been worked to meet the minimum requirements of this section.

The employee must submit a *Draw Pay Request Form* to the payroll clerk on or before the twelfth (12<sup>th</sup>) day of the month. Draw pay checks are distributed on the twentieth (20<sup>th</sup>) of each month unless the twentieth (20<sup>th</sup>) falls on a Saturday or Sunday, in which case, the checks would be disbursed on the same basis as regular monthly pay checks. The minimum amount of draw pay that can be requested is one hundred dollars (\$100.00). This draw provision does not apply to any employee other than regular full time employees.

- 17.3 Electronic Direct Deposit: All employees shall be paid by way of electronic direct deposit into the employee's personal account of the financial institution of the employee's choice. All employees' earnings statements are available online via the

Douglas County payroll system. Draw pay and regular pay electronically direct deposited into an employee's personal account will be ready for use the same day as the direct deposit.

- 17.4 If any employee starts on any date between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month, the first (1<sup>st</sup>) of the month they are hired shall be their anniversary date for step increases. However, if any employee starts on any date between the sixteenth (16<sup>th</sup>) and the end of the month, the employee's anniversary date shall be the first (1<sup>st</sup>) of the following month for step increases. This rule applies for payroll eligibility purposes only and an employee's seniority for other purposes is based on other contract provisions.

### **ARTICLE 18- HOLIDAYS**

- 18.1 The following shall be paid legal holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 <sup>th</sup> day of June
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday of September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25 <sup>th</sup>
Floating Holiday	Pursuant to leave request provisions

The Floating Holiday must be used prior to the end of the calendar year or the day will be lost as a holiday per RCW 1.16.050 and WAC 357.31.060. The floating holiday is non-compensable upon termination and is not carried forward from year to year.

In addition to the above paid holidays, full-time employees shall be entitled to any other day that is designated as a holiday by the Board of County Commissioners.

- 18.2 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.
- 18.3 To be eligible for holiday pay the employee must work the scheduled workday before and the scheduled workday after the paid holiday, unless on approved sick or annual leave. Employees who are on leave without pay, lay-off or other leaves of absence shall not be eligible for holiday pay. Employees who are not at work due to an L & I injury and who are receiving L & I compensation are not eligible for holiday pay unless they are buying back their leave time with L & I time loss reimbursements.
- 18.4 Whenever a holiday falls within an annual leave period, or during a period when an employee is on sick leave or taking compensatory time, annual or sick leave will not

be charged for such holiday.

- 18.5 When one of the above holidays falls on Saturday, the preceding Friday shall be observed when working an eight (8) hour day or the preceding Thursday shall be observed when working a ten (10) hour day. When one of the above holidays falls on Sunday, the following Monday shall be observed.
- 18.6 Whenever an employee is required to work on a holiday, the employee will receive payment at a rate of one and one-half (1 1/2) times the employee's basic hourly rate in addition to the employee's regular holiday pay.

### **ARTICLE 19- ANNUAL LEAVE**

- 19.1 Annual leave is earned by a regular employee pursuant to the schedule listed below and may be accumulated to a total of three hundred twenty (320) hours.

<u>YEARS OF EMPLOYMENT</u>	<u>HOURS EARNED</u>	<u>PER MONTH</u>
1st through 2nd	96	8.00
3rd through 4th	112	9.33
5th through 9th	124	10.33
10th through 14th	144	12.00
15th through 19th	156	13.00
20th through 24 <sup>th</sup>	180	15.00
25+	216	18.00

- 19.2 During probationary period the employee shall be allowed to use leave as it is accrued.
- 19.3 Upon termination or death all unused accrued annual leave shall be paid to the employee or the employee's estate. Buyout hours for annual leave are not counted towards hours worked or benefits.
- 19.4 Schedules shall be granted that will least interfere with functions of the County. Prior to leave being granted employees must complete leave request form and update timecard.
- Use of annual leave on an hourly basis for a particular shift may be approved by supervisor at any time once paperwork is completed.
  - Use of annual leave for more than one day will need to be requested on appropriate form three (3) days prior to leave.
  - When requesting leave for a week or more at a time leave request form shall be submitted at a minimum of a week in advance.
  - Supervisors may approve last minute daily leave request if coverage is available.
  - Management has the ability to deny leave due to projects or lack of coverage.
- 19.5 Annual Leave Pay - The rate of annual leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's annual leave period.
- 19.6 If a holiday occurs during the calendar week in which an annual leave is taken by an employee, no annual leave time shall be charged for the holiday.

- 19.7 Any employee who is laid off, discharged for just cause, retired or separated from service prior to taking his/her annual leave, shall be compensated for unused annual leave which the employee has accumulated at the time of separation. For retirement purposes, annual leave payoff shall be limited to three hundred twenty (320) hours.
- 19.8 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the annual leave that the total number of hours of employment bears to the total number of hours required for full-time employment.
- 19.9 The minimum amount of annual leave time which may be taken is one-half (1/2) hour.
- 19.10 Regular employees are granted annual leave at a rate based on years of employment. The employee begins to accrue the leave time during the first month of employment provided the employee has worked at least eighty-seven (87) hours that month. Conversely, as long as a terminating employee has worked eighty-seven (87) hours during the employee's last month of employment, the employee will also be credited for the employee's annual leave for that month.
- 19.11 If the Administrator determines that an employee had not used a reasonable amount of the accumulation of annual leave, then the Employer will not allow a pay out of leave accumulated over and above three hundred twenty hours (320) hours as of October 31<sup>st</sup> of each year. If the Administrator determines that the employee had used a reasonable amount of accrued annual leave during the year, then the Administrator would provide for pay out of annual leave above the three hundred twenty hours (320) hours accumulation as of October 31<sup>st</sup> of each year to be compensated in November of each year, and at no other time.
- 19.12 One time each year employees may sell back to the County up to forty (40) hours of annual leave if balance exceeds 240 hours, may not reduce annual leave under 240 hours prior to next accrual.

## **ARTICLE 20 - SICK LEAVE WITH PAY**

- 20.1 Sickness shall be reported at the beginning of any period of sick leave to the non-union supervisor or designee by the employee at least one (1) hour prior to the beginning work hour. Upon return to work the employee shall submit a written statement to the employee's supervisor on a *Request for Leave of Absence Form*, , and request approval for the leave so taken. The minimum amount of sick leave with pay which may be taken is one-half (1/2) hour. A doctor's "Certification of Illness" may, at the County's request, be submitted by the employee at the time the employee returns to work when the employee is absent because of illness for more than three (3) days.
- 20.2 Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Sick leave shall accrue after eighty-seven (87) hours of paid time during the month. Sick leave shall not accrue in excess of one thousand one hundred

fifty-two (1152) hours.

An employee who has total accrued sick leave in excess of nine hundred sixty (960) hours as of December 31 of each year may elect to cash out the excess hours earned during that calendar year. The election must be made on or before January 15. The cash out shall be on a fifty percent (50%) basis at the employee's rate of pay when accrued. The sick leave hours cashed out shall be deducted from the employee's accrued sick leave. (As an example, if an employee has one thousand (1000) hours of accrued sick leave as of December 31 and earned all forty (40) excess hours in that calendar year, the employee may elect to cash out the excess forty (40) hours by January 15. If the election is made, then the employee will be paid for an amount equal to twenty (20) hours at the pay rate when the excess hours were accrued. The forty (40) excess hours will be deducted from the employee's accrued sick leave.)

- 20.3 Employees subject to this Agreement may elect by unanimous vote to have sick leave compensation be directed to the employee's VEBA account. The vote must be done by January 20<sup>th</sup> of each year for the decision to be effective January 1 through December 31 of that year.
- 20.4 Terminating employees do not receive sick leave credit for the month in which they terminate unless they work or are on paid leave for at least eighty-seven (87) hours in that month.
- 20.5 All accumulated sick leave may be restored when a previously separated employee is re-employed within one (1) year on a regular basis. Sick leave may also be transferred between County departments.
- 20.6 Sick leave with full pay on account of illness or injury may be allowed to all employees working on a regular monthly basis at the rate of one (1) eight (8) hour workday, for each completed month of service from the time of employment.
- 20.7 Upon separation from County employment, except for just cause, a regular employee shall be paid a lump sum payment, based on the rate of pay and work scheduled on the last day of active employment, equal to accrued sick leave in excess of seven hundred twenty (720) hours, but less than nine hundred sixty (960) hours, which is a maximum payment equal to two hundred forty (240) hours. Any accrued sick leave in excess of nine hundred sixty (960) hours shall be forfeited. Upon the death of an employee in regular pay status, his or her estate shall be paid for accrued sick leave in accordance with this section. Buyout hours for sick leave are not counted towards hours worked or benefits.
- 20.8 An employee may use accrued sick leave for absence due to any one or more of the following:
  - (a) an absence resulting from the 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 the employee's need for preventive medical care;
  - (b) 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;
- (c) when the County's operations have been closed by order of a public official for any health-related reason, or when the employee's child's school or place of care has been closed for such a reason;
  - (d) because of the birth of a child and in order to care for such child or because of placement of a child with the employee for adoption and in order to care for such child; or
  - (e) quarantine in accordance with health regulations.

For the purposes of subsection (b), a "family member" includes:

- i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- ii. A spouse;
- iii. A registered domestic partner;
- iv. A grandparent;
- v. A grandchild; or
- vi. A sibling.

20.9 By mutual agreement between the employee and the employee's supervisor, annual leave may be used as sick leave. Sick leave may not be used as annual leave.

20.10 Should an employee be involved in a work-related injury or illness; the employee must file an application for Industrial Insurance Compensation in accordance with state law. The employee must also file a departmental *Incident/Accident* report the day said employee returns to work.

20.11 Disability Leave: Any employee injured on the job and receiving sick leave pay who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment, receive only that portion of the employee's regular salary which together, with said payments, will equal the employee's regular salary. In order not to work an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss payments shall endorse said payments to the County. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the County has not been reimbursed by the Workman's Compensation (*refer to Article 18.3*).

Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability Compensation, schedule of benefits so that the sum of the daily sick leave allowance thereunder, and the aforesaid health and welfare plan and accident and sickness income benefit or state disability benefits shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day.

- 20.12 An employee on leave without pay shall not accrue annual leave or sick leave, or be eligible for County paid holidays or health and welfare benefits except as otherwise provided by law.
- 20.13 Until eligibility for workmen's' compensation is determined by the Department of Labor and Industries, the County may pay full sick leave, provided that the employee shall return any subsequent over-payment to the County.
- 20.14 Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
- 20.15 A doctor's certificate releasing the employee to return to work and the extent of any limitation may be required prior to the employee returning to work, following any work related injury, significant injury outside the work place, extended illness or surgery that affects the employee's ability to perform the duties of the job, or the Employer otherwise has information or reason to believe the absence could affect a safety sensitive position.
- 20.16 It is the responsibility of the employee to notify the County prior to the beginning of any shift if he or she is using any medication prescribed by a physician or purchased over the counter that indicates the medication may cause side effects affecting the employee's ability to perform his or her job or that may jeopardize the safety of the public or fellow employees. In the case of prescription medication the employee must submit a doctor's release to work while using the prescription drug.
- 20.17 The County's approval of FAMILY MEDICAL LEAVE is subject to the request conforming to the applicable statutory provisions. Eligibility for Family Medical Leave is subject to the employee having a bona fide qualifying condition recognized under the FMLA.

Refer to the adopted Douglas County Personnel Policy 4.13 covering Family Medical Leave (FMLA).

20.18 Fitness for Duty:

- a) The Employer may require an employee to undergo a Fitness for duty examination if it determines such examination is necessary to ascertain whether the employee can perform the essential functions of the job. Typically, a fitness for duty assessment becomes necessary in an incident or event specific setting, or where a pattern of significant sick leave usage or job performance causes the Employer to have a reasonable belief that the employee may not be fit for duty, which may include but is not limited to an injury or a health or psychological condition that reveals itself while the employee is on duty and interferes with the employee performing the work of the position.
- b) On any occasion when the Employer believes that a fitness for duty examination is necessary with respect to an employee, the Employer will notify the employee of Employer's belief in writing, and the Employer will also explain in

writing the basis for its belief in this regard as set forth in paragraph a) above. At the employee's sole discretion, he/she may wish to provide the Employer with a patient's waiver of medical information or a release from the physician specific to the employee's immediate condition, for the purposes of acquiring necessary information from the medical provider to ascertain whether an employee can perform the essential functions of the job.

- c) Upon notice by the Employer of the required fitness for duty examination, the employee will make an appointment with his/her provider/physician to perform such examination, at the Employer's expense. The employee shall be placed on paid administrative leave pending the results of said examination. The employee will provide the examining physician with a copy of the most recent job description or with other equivalent information.
- d) If the examination raises fitness for duty issues, information necessary to inform the Employer of the nature of any fitness for duty issues as they would relate specifically to the employee's ability to perform the essential functions of his or her job will be released to the Employer.
- e) If no fitness for duty concerns are raised by the examination, the Employer will be informed by the physician that the employee is fit for duty subject to the provisions in section f) below.
- f) Either party shall have the right within no more than ten (10) calendar days of receipt of the result of the initial fitness for duty examination to give notice that the party is seeking a second (2<sup>nd</sup>) opinion about fitness for duty issue(s) from a physician of the party's choice at the expense of the party seeking the second (2<sup>nd</sup>) opinion (if insurance does not cover the cost). The second (2<sup>nd</sup>) opinion must be completed within thirty (30) calendar days from the notice unless the physician's schedule requires further time. If neither party seeks a second (2<sup>nd</sup>) opinion, then the results of the initial fitness for duty examination shall be binding.
- g) In case the first (1<sup>st</sup>) and second (2<sup>nd</sup>) medical examination/fitness for duty opinions conflict (meaning one indicates fit for duty and the other indicates unfit for duty), the parties will seek a third (3<sup>rd</sup>) opinion from a mutually agreed upon physician to perform a final fitness for duty examination at the expense of the Employer. If the third (3<sup>rd</sup>) examination confirms that the employee is fit for duty, then the employee will be returned to duty. If the third (3<sup>rd</sup>) examination confirms that the employee is unfit for duty, then it is binding.

20.19 Bereavement Leave: Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The number of working days' leave shall be three (3), except that when the death occurs at a distance beyond five hundred (500) miles, or circumstances arise that additional time off is needed additional time of two (2) additional working days or more may be granted to attend the funeral and to make necessary arrangements. If the employee is the personal representative or is the trustee of the estate of the deceased, the Department Head may grant additional days of bereavement leave. The term "immediate family" shall include spouse, parents, parent in-laws, children, siblings, grandparents and employee pregnancy related

losses. Leave granted for death of other relatives is subject to approval by the Department Head. An employee may use accrued vacation leave, sick leave and / or compensatory time off in lieu of unpaid leave.

### **ARTICLE 21 – PAID FAMILY AND MEDICAL LEAVE**

- 21.1 Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Effective January 1, 2019 premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees’ wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction, the full cost of the employee premiums associated with the medical leave benefits, as determined under Revised Code of Washington Chapter 50A.04 Family and Medical Leave.

Employer will pay the remaining premium amounts.

### **ARTICLE 22 – DOMESTIC VIOLENCE**

See Douglas County Personnel Policy section 4.11.040

### **ARTICLE 23- JURY & CIVIL LEAVE WITH PAY**

- 23.1 Any necessary leave will be allowed by the Administrator to permit any employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the jury duties involved received any compensation (per RCW 2.36.150), shall be paid by the department for the time the employee is absent.

### **ARTICLE 24- MILITARY LEAVE**

- 24.1 An employee 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 such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. 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, his or her normal pay. The employee shall be charged military leave only for days that he or she is scheduled to work for the Employer. (RCW 38.40.060). Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

### **ARTICLE 25 - LEAVE OF ABSENCE WITHOUT PAY**

- 25.1 Leave of absence without pay may be allowed any employee for specific periods, for

any reasons applicable for leave with pay, for any periods beyond those covered by permissible leaves with pay. Leave of absence without pay will not be authorized in any case where such leave would negatively impact the department's services.

- 25.2 No leave without pay will be granted to an employee until the employee has first taken advantage of all the employee's usable earned annual leave credits. Such leave will not be granted for the purpose of the employee gaining personal advantage or profits.
- 25.3 Employees who are on leave without pay are not eligible to receive payment for holidays or the County's portion of health and welfare benefits except when on FMLA.

### **ARTICLE 26- ABSENCE WITHOUT DULY AUTHORIZED LEAVE**

- 26.1 No leave of absence whether with or without pay, shall be allowed unless authorized in advance in writing by Supervisor. 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. The leave form shall be used in applying for any leave and notification of return to duty by filing through the immediate supervisor.

### **ARTICLE 27- HEALTH AND WELFARE**

- 27.1 Based on the preceding month's hours (80 paid hours to qualify for benefits), the County will contribute one thousand seventy-five dollars (\$1075.00) per month toward the premium of Washington Teamsters Welfare Trust Plan Z with Vision for each eligible employee. Any amounts in excess of the above contribution per month necessary to pay the premium for medical insurance shall be the responsibility of the employee and shall be paid by payroll deduction.

27.1.1 Medical Increase for 2026 and 2027, the Employer will pay up to a maximum of one hundred (\$100.00) total over 2026 and 2027 towards the premium increase. Example is in 2026 if the total medical premium went up \$30.00 then the employee would have \$70.00 towards increases in 2027.

- 27.2 Based on the preceding month's hours, the County will contribute up to fifty nine dollars and seventy cents (\$59.70) per month toward the premium of Washington Teamsters Dental Plan B for each eligible employee. Any amounts in excess of the above contribution per month necessary to pay the premium for dental insurance shall be the responsibility of the employee and shall be paid by payroll deduction.
- 27.3 The Union and the employees will indemnify and hold the County harmless from any and all claims made and/or attempted to be made against the County regarding Teamster Trusts and their insurance plans/ programs relating to any and all disputes, disagreements, complaints and/or lawsuits involving or relating to any and all Teamster Trusts and Insurance Plans/Programs as relates to Trusts, Insurance Plans and Programs claims and/or coverages.
- 27.4 Disputes regarding benefit levels, premium structures, insurance claims and/or

coverages are solely between the Teamster Trusts-Teamster Insurance Plans/Programs and the employees. None of these disputes are grievable by the Union and the employees under the contract grievance procedure nor can the Teamsters Trust – Teamsters Insurance Plans/Programs and the employees bring any lawsuit(s) against the County/Employer based on these disputes.

- 27.5 The responsibility of the County is limited to paying up to the contributions set forth in sections 27.1 through 27.2 above. Under no circumstances is the County responsible for direct payment of coverages and benefits. Direct payment for coverages and benefits to employees is the sole responsibility of the Teamster Trusts and Insurance Plans/Programs. The County will notify the employees of any changes in premiums or benefits by posting the notification from the Trust on Union bulletin boards.
- 27.6 The County will contribute one hundred twenty-five dollars (\$125.00) per month for each eligible employee covered by this Agreement towards the HRA-VEBA Medical Savings Plan.
- 27.7 Based on the preceding month's hours (eighty (80) compensable hours to qualify for benefits), the County agrees to the County will contribute monthly, one and a quarter percent (1 ¼%) of the employees' base monthly salary into a County approved Deferred Compensation Plan on a non-matching basis.

#### **ARTICLE 28- SOCIAL SECURITY**

- 28.1 The County shall continue to provide FICA coverage during the term of this Agreement for eligible employees.

#### **ARTICLE 29- WORK RULES**

- 29.1 The County agrees to post a copy of all existing rules as they become effective and email a copy to the Union Representative. New employees shall be provided with a copy of the rules at the time of hire.
- 29.2 Employees shall comply with all existing and new rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- 29.3 Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

#### **ARTICLE 30- SAVINGS CLAUSE**

- 30.1 Should any Article, section or portion thereof in 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.

**ARTICLE 31- EMBODIMENT**

31.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 32- TERM OF AGREEMENT**

32. This Agreement shall be effective January 1, 2025, and shall remain in full force and effect until December 31, 2027. The Union will present its proposals for any changes if desires in this Agreement on or before August 15, 2027, and negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, in Waterville, Washington.

FOR THE EMPLOYER:

**BOARD OF COUNTY  
COMMISSIONERS**

**TEAMSTERS LOCAL UNION NO. 760**

\_\_\_\_\_  
Dan Sutton, Chair

\_\_\_\_\_/\_\_\_\_\_  
Leonard Crouch                      Date  
Secretary / Treasurer

\_\_\_\_\_  
Marc S. Straub, Vice Chair

\_\_\_\_\_  
Kyle Steinburg, Member

ATTEST:

\_\_\_\_\_  
Carlye Baity, Clerk of the Board

**COUNTY ADMINISTRATOR**

\_\_\_\_\_/\_\_\_\_\_  
Jordyn Giulio                      Date  
Administrator

REPRESENTED BY:

\_\_\_\_\_/\_\_\_\_\_  
Anthony F. Menke,            Date  
Management Labor Attorney

**Appendix “A”**

**2025 – COLA 3%**

	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13
Step	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025
1	3,661	4,271	4,276	4,983	5,524	5,776	5,939	6,033	6,535	6,828	6,874	7,510	8,451
2	3,741	4,360	4,381	5,079	5,622	5,867	6,035	6,127	6,626	6,947	6,991	7,642	8,580
3	3,814	4,444	4,481	5,174	5,709	5,953	6,139	6,216	6,714	7,067	7,111	7,773	8,712
4	3,886	4,525	4,577	5,275	5,813	6,036	6,238	6,321	6,795	7,188	7,233	7,908	8,849
5	3,961	4,616	4,682	5,352	5,910	6,122	6,333	6,417	6,881	7,308	7,344	8,038	8,980
6	4,040	4,696	4,778	5,467	6,006	6,205	6,435	6,514	6,966	7,427	7,464	8,171	9,111
7	4,114	4,777	4,880	5,563	6,098	6,288	6,532	6,606	7,047	7,552	7,584	8,307	9,245
8	4,189	4,869	4,983	5,662	6,202	6,379	6,634	6,709	7,142	7,672	7,700	8,441	9,381

**2026 – COLA 3%**

	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13
Step	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026
1	3,771	4,399	4,404	5,132	5,690	5,949	6,117	6,214	6,731	7,033	7,080	7,735	8,705
2	3,853	4,491	4,512	5,231	5,791	6,043	6,216	6,311	6,825	7,155	7,201	7,871	8,837
3	3,928	4,577	4,615	5,329	5,880	6,132	6,323	6,402	6,915	7,279	7,324	8,006	8,973
4	4,003	4,661	4,714	5,433	5,987	6,217	6,425	6,511	6,999	7,404	7,450	8,145	9,114
5	4,080	4,754	4,822	5,513	6,087	6,306	6,523	6,610	7,087	7,527	7,564	8,279	9,249
6	4,161	4,837	4,921	5,631	6,186	6,391	6,628	6,709	7,175	7,650	7,688	8,416	9,384
7	4,237	4,920	5,026	5,730	6,281	6,477	6,728	6,804	7,258	7,779	7,812	8,556	9,522
8	4315	5015	5132	5832	6388	6570	6833	6910	7356	7902	7931	8694	9662

**2027 – COLA 3%**

	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13
Step	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027
1	3,884	4,531	4,536	5,286	5,861	6,127	6,301	6,400	6,933	7,244	7,292	7,967	8,966
2	3,969	4,626	4,647	5,388	5,965	6,224	6,402	6,500	7,030	7,370	7,417	8,107	9,102
3	4,046	4,714	4,753	5,489	6,056	6,316	6,513	6,594	7,122	7,497	7,544	8,246	9,242
4	4,123	4,801	4,855	5,596	6,167	6,404	6,618	6,706	7,209	7,626	7,674	8,389	9,387
5	4,202	4,897	4,967	5,678	6,270	6,495	6,719	6,808	7,300	7,753	7,791	8,527	9,526
6	4,286	4,982	5,069	5,800	6,372	6,583	6,827	6,910	7,390	7,880	7,919	8,668	9,666
7	4,364	5,068	5,177	5,902	6,469	6,671	6,930	7,008	7,476	8,012	8,046	8,813	9,808
8	4,444	5,165	5,286	6,007	6,580	6,767	7,038	7,117	7,577	8,139	8,169	8,955	9,952

Range 1: Receptionist

Range 2: Administrative Secretary, Accounts Payable, Accountant PT

Range 3: Utilities Inspector; Trans Dev SWU Tech

Range 4: Permit Tech, Development Review Tech

Range 5:

Range 6: GIS Analyst, Draftsperson

Range 7: Party Chiefs

Range 8: Building & Code Comp Inspector, Plans Examiner 1, Building Inspector, Plans Examiner, Permit Center Coordinator

Range 9: Associate Planners

Range 10: GIS Coordinator, Designer, Construction Inspector, Construction Engineer, Engineering Design; Engineering Program Specialist, Senior Plans Examiner

Range 11: Assistant County Surveyor, Senior Planner

Range 12: Environmental Manager, Staff Engineer

Range 13: Principal Planners

**LONGEVITY PLAN**

5 – 9 yrs. of service	-	\$35.50 per month
10 - 14 yrs. of service	-	\$71.00 per month
15 - 19 yrs. of service	-	\$106.50 per month
20 - 24 yrs. of service	-	\$142.00 per month
25 -29 yrs. of service	-	\$177.50 per month
30 yrs. of service - \$	-	\$300.00 per month

