

**LABOR AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY COMMISSIONERS

AND

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES
LOCAL #1254**

January 1, 2022 through December 31, 2024

Public Works

LOCAL #1254 AGREEMENT

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**WORKING AGREEMENT
PUBLIC WORKS**

The Board of County Commissioners of Lincoln County, Washington, hereinafter known as the Employer, and Local #1254 and Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, referred to hereinafter as the Union, do hereby reach an agreement.

ARTICLE I - RECOGNITION AND PURPOSE

1.1 Recognition: The Board recognizes the Union as the sole collective bargaining agency of the Public Works Department for its employees with respect to wages, hours and working conditions, excluding the Public Works Director, County Engineer, Operations & Permitting Coordinator and the various management positions including: Road, Bridge, Crusher, Shop, Solid Waste and Engineering Supervisors.

1.2 Purpose: The purpose of the 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 Employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of the plant, protection of County property, and safety of employees; and to that end, the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn, pledge themselves to render the Employer loyal and efficient services, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Management: 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 or decrease the working force, to establish standards, to determine work to be accomplished, to determine the work schedules and means of operations, to discontinue or alter any part of its operations, to establish new jobs and to eliminate or modify jobs, are vested exclusively in the Employer, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

ARTICLE III - DEFINITIONS

3.1 Regular Employee: An employee shall be regarded as a regular employee when he has completed his/her probationary period as defined in Section 3.2.

3.2 Probationary Employee: Employees shall be regarded as employed for an probationary period for the first cumulative one thousand forty (1,040) straight time hours of their employment. Upon completion of the probationary period, the employees' seniority shall be retroactive to the beginning date of his last period of continuous employment within the County,

at which time he shall become a Regular Employee. There shall be no Employer responsibility for the continued employment or reemployment of probationary employees.

3.3 Regular Part-time Employee: An employee who works on a regular basis less than forty (40) hours per week but not less than twenty (20) hours per week shall be regarded as a regular part-time employee. Employees hired as a regular part-time employee at a level of less than 25 hours per week, and who, subsequent to his or her employment become a full-time employee, shall receive credit of actual hours worked for the purposes of determining potential step increase dates.

3.4 Temporary or Seasonal Employee: An employee who is hired on a short term basis for the purpose of filling in at peak work load times, or is assigned to a one-time project or as a vacation or illness relief shall be regarded as a Temporary or Seasonal Employee.

3.5 Work Transfer evaluation period: Should an employee selected to fill a job opening fail to qualify for that job or should he/she decide he does not want the job, the employee shall be returned to the position in which he/she has completed a probation period before having completed 1,040 straight-time hours, excluding sick leave in excess of forty (40) hours, in the new position.

ARTICLE IV - MAINTENANCE OF MEMBERSHIP

4.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the Employer to do so. Authorization for deductions shall be electronic or in writing and filed with the Employer. The Employer shall transmit to the Washington State Council of County and City Employees, P. O. Box 750 Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name, home address, birth date, hire date in current bargaining unit, job classification, department, hours worked, monthly base wage and amount of union dues deducted on or before the 20th day of each month for the month which deductions are made.

Employees requesting to stop dues deductions shall provide written notice to both the Employer and the Union. The Union shall provide written confirmation to the Employer within 30 days that the employee's dues authorization has been terminated in compliance with the terms and conditions of the written authorization executed by the employee. The Employer shall stop dues deductions upon receiving that written confirmation.

The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, judgments, or any other actions brought or issued against the Employer as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the Employer complies with the provisions outlined in this Article.

New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. As soon as practicable prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE V - 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, Public Works Management and the Board.

5.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the President of Local 1254 and the Representative of Washington State Council of County and City Employees, AFL-CIO and the Board of County Commissioners or their authorized representatives.

5.3 There shall be no soliciting of employees for Union membership during working hours without previous written permission from the Board of County Commissioners. Other Union activities shall be by Article XIV - Union Activities.

5.4 On April 1 of each year, the Union shall submit to the Board of County Commissioners a written list of Union officers, stewards, safety committee members, deferred compensation committee member, and negotiating committee. A copy of this list shall be forwarded to the Public Works Director by the Union.

5.5 Management and/or the Union may request a Labor/Management meeting at any time.

ARTICLE VI - NO STRIKE CLAUSE

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, provided that the employees covered by this Agreement shall not be expected to pass through a lawful primary picket line sanctioned by Union Local 1254.

ARTICLE VII - DISCIPLINE

7.1 The parties agree that the purpose of non-punitive discipline is to allow a bargaining unit employee proper notice of performance deficiency, opportunity to improve performance, and to allow the Employer to document disciplinary matters; this discipline is to be accomplished, without economic sanction imposed upon the employee.

7.2 Non-punitive discipline shall involve verbal counseling and two or more documented conferences prior to termination. However, exceptions or deviations from the normal procedure may occur whenever the Employer deems that the circumstances are sufficiently serious in nature to warrant immediate termination. Such circumstances may include but not be limited to dishonesty, use of alcohol or illegal drugs on County property or time, acts of recklessness which harm or threaten any individual, or willful or reckless actions which threaten a risk of loss or damage to County property or equipment. The Non-Punitive Disciplinary Actions Procedure is attached as Appendix B and thereby made a part of this Agreement.

7.3 In matters of discipline, employees are entitled to request the presence of a Union representative if they believe that a conference meeting with the Employer may result in disciplinary action. Prior to termination, the employee will have the right to a meeting at which time he or she will be presented with a summary of the Employer's evidence against him or her. The employee shall have the right to respond to said charges.

7.4 The Employer shall not impose disciplinary termination against any employee without just cause. The employee and the Union shall be notified in writing that an employee has been terminated. "Just cause" shall mean, but not be limited to, circumstances warranting immediate termination as described in 7.2 above.

ARTICLE VIII – GRIEVANCE PROCEDURE

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

8.2 Grievances which may arise shall be settled in the following manner:

STEP 1: Within five (5) working days from its occurrence, or the date on which he first became aware of it, the aggrieved employee shall discuss his complaint with his immediate supervisor, with the Union Steward present if he so desires. It shall be discussed verbally and, if settled, no

further action shall be taken. If not resolved on an informal discussion basis, the grievance shall be reduced to writing and signed by the aggrieved within five (5) working days. At Step 1 the grievance is submitted to the immediate supervisor. The immediate supervisor shall investigate the grievance and provide a written answer within five (5) working days of the date of submission. Grievances must be presented, as outlined above, within the said period of time, otherwise the Union, the Employer and the employee agree that the grievance is forever waived.

STEP 2: Provided the grievance is not settled satisfactorily at Step 1, the grievance shall then be submitted in writing to the appropriate department head, who shall submit his written answer within five (5) working days to the Union.

STEP 3: Should the Union Grievance Committee decide that the reply of the department head is unsatisfactory, the Union shall, within five (5) working days, submit the facts of the grievance in writing to the Board of County Commissioners. The Union shall identify with particularity, the remedy it is seeking. The parties shall arrange a meeting between the Union representative and the Board within fourteen (14) working days for negotiation of the issue. The Board of County Commissioners shall respond to the Union in writing within thirty (30) calendar days after the meeting: a copy of the response shall be transmitted to the Local President. The Union shall provide the Commissioners a written response within fourteen (14) days of its receipt of the response indicating whether or not the response has been accepted.

8.3 Arbitration: If the grievance is not resolved at Step 3 above, the grievance as previously set forth in writing may be submitted to an Arbitrator as hereinafter provided. The Union and the Employer shall select a disinterested party to serve as arbitrator. In the event the Employer and the Union are unable to agree upon an Arbitrator within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission to provide a list of five (5) arbitrators from which the parties may select one (1) person. The Employer and the Union shall alternately eliminate the name of one person on the list until only one remains who then shall be the Arbitrator. The Arbitrator shall render a decision as promptly as possible, and in any event within thirty (30) days from the date of case presentation.

A. Expenses for the arbitrator's services and proceedings shall be borne completely by the party who received the unfavorable decision. In the case of a compromise decision, the parties shall equally share the arbitrator's expense. The cost of preparation and presentation of the parties case to the arbitrator shall be the sole expense of each of the parties.

B. Failure to process a grievance within the contractually defined time limits shall cause the grievance to be awarded in favor of the other party. This provision shall not apply if the parties have mutually agreed, in writing, to have extended the time limits described herein. Requests for an extension should be agreed to before the applicable time limits have expired and such extensions must be for a time certain.

8.4 The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Any decisions within the jurisdiction of the Arbitrator shall be equally shared by the Employer and the Union.

ARTICLE IX – SENIORITY

9.1 Seniority means an employee's length of continuous service with the employer since his last date of hire.

9.2 New employees shall be added to the seniority list upon successful completion of their probation period. All employees will be classified as regular full-time employees upon completion of their probation period and will receive those same wages, benefits and working conditions.

9.3 An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of eighteen (18) months, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within eighteen (18) months, the break in continuous service shall be removed from his record.

9.4 Once each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

ARTICLE X - PROMOTIONS-LAYOFFS-RECALL

10.1 Job Posting - When a vacancy occurs in a job classification covered by this Agreement, it shall be bulletined for five (5) working days. All regular employees in other job classifications covered by this Agreement shall be eligible to bid by signing his name on the bulletin, provided however that the crew affected shall have first consideration. The Public Works Director may select the employee to be awarded the vacancy and in so doing shall give first consideration to senior employees who are qualified and able to perform the work.

Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for supervision over him.

Regular full-time employees shall be promoted over temporary employees.

10.2 When and if it becomes necessary to layoff or recall any employee or employees, the last men hired shall be the first laid off, and the last person laid off shall be the first person hired, when rehiring, according to qualifications.

ARTICLE XI - NEW EMPLOYEES

11.1 A new employee will be in a probationary program until he/she has actually worked one thousand forty (1,040) cumulative straight time hours with the County. During this period he/she:

- a. will not have seniority or other job rights, however their seniority will apply for layoffs.
- b. may be terminated at the discretion of the Employer for failing to meet employers expectations.
- c. will be evaluated by immediate supervisor during this period to help employee gain job status.
- d. will not be granted an extension of the probationary period unless mutually agreed, in writing, by the Union and the Employer. Any extension shall not exceed 90 days.
- e. upon completing his/her probationary program, satisfactory to the supervisor, he/she will be entered on the seniority list as of his/her date of original hire.
- f. notice of regular full-time or part-time appointment status shall be given in writing to the employee within five (5) days after completion of the one thousand forty (1,040) cumulative straight time hours probationary period; the probationary period being computed from date of hire.

ARTICLE XII - WORKDAY-WORKWEEK-OVERTIME

12.1 Normal hours of work for all employees shall be forty **(40)** hours per week, eight **(8)** hours per day, Monday through Friday inclusive.

12.2 Daily working hours shall be from 7:00 a.m. to **3:30** p.m., with one half (1/2)hour lunch time for all working agreement personnel except as detailed in 12.3 or as changed by mutual agreement. This eight **(8)** hour period shall include travel time to and from work site from regular assigned home base with transportation furnished by the County.

12.3 Daily working hours shall be from **7:00** a.m. to **3:30** p.m. with one half (1/2) hour lunch time for the Crusher Crew. This eight **(8)** hour period does not include travel time to and from the work site, but transportation shall be furnished by the County to and from the work site.

12.4 Days and hours may be changed by mutual agreement. Seniority and qualifications shall prevail and the least senior employee must accept the change of days and/or hours. Effective with the commencement of day light savings time and ending with the commencement of Pacific Standard Time, a 4/10 hour day schedule, Monday through Thursday, shall be in effect. Any changes outside of the above time frames shall be done by mutual agreement. The hours of work with a **4/10** schedule shall be from **6:00** AM to **4:30** PM with one-half (1/2) hour for lunch.

12.5 Except in the case of an emergency, no temporary employees shall be allowed to work weekend overtime (Saturday or Sunday during the 5/8 schedule or Friday, Saturday, Sunday during the 4/10 schedule).

12.6 Overtime will be paid for any time in excess of the normal workday as provided in 12.4 or in excess of forty (40) hours per week. Overtime will be paid for all work done on Saturdays, Sundays, and holidays except for conditions in 12.5. Overtime shall be calculated in accordance with Federal Fair Labor Standards Act (FLSA) requirements and criteria.

12.7 All employees are subject to emergency call at all times and such employee called to perform such emergency work shall receive credit for time spent from the time he leaves his regularly assigned shop or garage area until he returns to it except that he shall receive pay for two (2) hours work for any single period of less than two (2) hours work for which he is called out.

12.8 Any employee detained from scheduled work shall notify the Employer within one (1) hour before his scheduled work shift begins, except in cases of emergency and then as soon as possible.

12.9 Working Out of Classification: Whenever an employee is assigned by the Public Works Director or his or her designee to perform duties and responsibilities of an employee in a higher paid classification for a period of half of a normal workday or more, he or she shall be paid at a rate of 5% higher than his or her current classification rate while performing such duties and accepting such responsibilities.

12.10 Temporary Supervisor Pay: All employees acting as Temporary Supervisors' shall receive an 11% increase in pay for that duty.

ARTICLE XIII - DISCRIMINATION

13.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, physical or mental disability, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

13.2 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.

13.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

ARTICLE XIV - UNION ACTIVITIES

14.1 The Employer agrees that during working hours, on the employer's premises, Council or Local Union representatives shall be allowed to:

- a. post Union notices;
- b. distribute Union literature;
- c. solicit Union membership during other employees non-working time;
- d. transmit communications, authorized by the Local Union or its officers to the employer or his representative;
- e. consult with the Employer, his representative, Local Union officers, or with other union representatives concerning the enforcement of any provisions of this Agreement, which would include the processing of a grievance.

14.2 It is provided that no conference and meetings between the employees and Union representatives shall in any way stop, hamper or obstruct normal flow of work.

14.3 It is understood that contract negotiation meetings with employee representatives present shall be held by mutual agreement.

14.4 Labor Management meetings, union negotiations, and grievance meetings shall, unless mutually agreed otherwise, be held during working hours without loss of pay to employees involved. In the event any meeting extends beyond an employee's regular working hours, or commences prior to the start of an employee's regular working hours, the County shall not be responsible for paying the employee for these hours.

14.5 The Public Works Director has the sole discretion to authorize employee time off without pay to attend conferences that will assist employee in duties as Local Union representative.

ARTICLE XV - SAFETY AND HEALTH

15.1 Both parties of this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

15.2 The parties of the Agreement shall establish a joint committee consisting of representatives of the Union and representatives of supervisory personnel, or their delegated or appointed representatives, for the purpose of promulgating a written safety code. Both parties agree to enforce the current safety policy adopted by the Lincoln County Board of County Commissioners. In case of continuous violation of safety rules by an employee after warnings, the employee may be dismissed.

15.3 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, repairs and special maintenance needed, and report such to his immediate supervisor.

15.4 The County agrees to provide any safety equipment required, by WISHA, OSHA, or MSHA, for any particular job. Equipment damaged while the employee is providing service to the County shall be replaced or repaired by the County. Where the safety equipment has been lost or damaged as a result of an employee's gross negligence, the employee, depending upon the Employer's review of the circumstances, may be held responsible for reimbursing the County for the cost of the replacement or repair. Such reimbursement shall be made within twenty (20) working days of said replacement or repair. Employees who voluntarily or involuntarily terminate their employment and who have been furnished safety equipment shall return such equipment to the County or have the value of the same deducted from their final paycheck pursuant to signed authorization executed at the time the equipment is issued.

Effective January 1 of each year of this Agreement, each member of the Bargaining Unit, who is required to wear safety boots as a condition of employment for his/her job with Lincoln County, shall receive a boot allowance of \$150 in each calendar year of this Agreement. This boot allowance is specifically for the repair or replacement of safety boots worn on the job.

ARTICLE XVI - WAGES

16.1 Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

Effective January 1, 2022 and through December 31st, 2022, the union agrees to receive an increase of 2.55% in salary through the use of COLA. Further, for the remainder of this contract, the minimum COLA shall be established at 2.00% and the maximum shall be 4.5% of the average annual CPI increase according to Urban Wage Earners and Clerical Workers/Top Picks/US All Items 1982-1984=100/US Cities Average/All Items June 30 – July 1 Union members will progress normally through the established step system. Further, it is understood that union members proposed, voted on and selected the provisions of these revisions and their selection shall not be automatically amended or otherwise affected by the selection of different options by a different County bargaining unit.

16.2 Unless approved by the Commissioners, in writing, no employee may be hired in at a step higher than step 2. Employees will be eligible for step increases only after they have completed a year of continuous service in the grade (job classification) and range.

- 16.3** Additional \$2.00 Per Hour for Hazard/Specialty Pay for the following Job Duties:
- A. Crusher- Employees Other Than Crusher Personnel Assigned to the Crusher Operation
 - B. Weed Sprayer
 - C. Distributor Operator
 - D. Any Employee Doing the Actual Painting in the Paint Booth

16.4 The parties hereto expressly recognize that the Commissioners can utilize the services and advice of a professional consulting service, for the purpose of reclassification of positions. The role of the consulting firm is clearly advisory to the Commissioners, and the Commissioners have the final decision-making authority with respect to any proposals submitted to consulting firms for review and recommendation.

Step 1: Written Statement and Request: In the event an employee or the Employer feels that the duties and responsibilities for a position have substantially changed, since its most recent classification and definition, he or she shall state such opinion in writing and shall describe with particularity changed/ reduced/ or added duties and responsibilities that provide the basis for their opinion. The employee or Employer may request that the position be reevaluated for reclassification. The Department Head and or employee's supervisor shall be given a copy of the employee's statement and request. The employee shall be given a copy of the Employer's statement or request.

Step 2: Within fifteen (15) working days from the receipt of the written statement and request, the employee or Department Head shall respond in writing with specific reasons why they agree or disagree with the written statement and request.

Step 3: Commissioner Review: The written statements and request of the employee and the Department Head shall be submitted to the Commissioners for consideration at their next regularly scheduled meeting. If the written statements are not prepared within five (5) working days prior to the regularly scheduled meeting, consideration of the matter will be carried forward to the next regular meeting of the Board.

The Commissioners' choice of action may include but not be limited to accepting, rejection, remanding with directions for further documentation or review, or referring the proposals to consultants of choice to evaluate the position in question and to assign points.

Written Explanation: In the event the Commissioners reject or accept a proposed reclassification, their reasons will be set forth in writing and submitted to the employee and Department Head within ten (10) working days of the Commissioner's decision.

ARTICLE XVII - PERFORMANCE EVALUATIONS

17.1 Longevity Steps: Placement of an employee at any of the steps, 1 through 4, shall be based upon the completion of one year of continuous service at the current step.

17.2 Merit Steps: Placement at Steps 5 and 6 shall be dependent upon an employee's annual performance evaluation to be completed on respective anniversary date for said employee. Failure to achieve the requisite scores for placement at Steps 5 and 6 shall result in the employee being placed at lower steps 4 or 5, depending upon the employee's evaluation score. At the end of the year, employees have no expectation of continued placement at steps 5 or 6. The numbers of employees placed at levels 5 and 6 is solely within the discretion of the Commissioners.

17.3 Evaluations: Disputed Scores

- a. Within ten (10) working days of receiving his or her annual evaluation score, an employee may challenge the evaluation score if he or she believes that the score is mistaken or erroneous. Such disagreement shall state the employee's reasons and must be submitted in writing to the County Engineer/Public Works Director or his designee.
- b. Within ten (10) working days of receipt of the employee's written disagreement, the County Engineer/Public Works Director or his designee shall arrange for a meeting with the employee and his or her supervisor.
- c. Within five (5) working days after the conclusion of the meeting (s) in 17.3.b. above, the County Engineer/Public Works Director shall make a final and binding decision on the appropriate evaluation score for the employee.

17.4 Reevaluations: Employees being considered for and who have failed to achieve a sufficient annual evaluation score to merit movement from Grade 1 to Grade 2 or into merit steps 5 or 6 shall be reevaluated in accord with the following schedule:

<u>Score to Grade</u>	<u>Reevaluation Term</u>
less than .1	30 days
.1 to less than .2	75 days
.2 to less than .3	120 days
.3 to less than .4	150 days
.4 to .5	180 days

All other employees (Steps 1 to 4) may be reevaluated in accord with the above-described schedule frequency, subject to supervisor's discretion. Nothing herein shall prevent any employee from being evaluated more frequently than described above.

ARTICLE XVIII – HOLIDAYS

18.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

18.2 In addition to the above listed holidays, regular employees will be entitled to one (1) mutually agreed to floating holiday per calendar year. One (1) mutually agreed to floating holiday per calendar year in lieu of Martin Luther King Jr. Day and one (1) mutually agreed to floating holiday per calendar year in lieu of Juneteenth. Provided that employees hired after July 1st shall be entitled to only one floating holiday for the year of hire. Floating holidays shall not accumulate from one year to the next.

18.3 Any other day may be a legal holiday if proclaimed so by the State Legislature and the Board of Commissioners or by a state official who has been granted legal authority to decree such a holiday and the Board of County Commissioners of Lincoln County, and are to be observed as such by the Lincoln County Public Works Department.

18.4 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

18.5 Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. When a holiday falls on a Saturday and 4/10s are in effect, Thursday shall be observed as the holiday.

18.6 Any work performed on any of these holidays shall be paid for at time and one-half ^(11/2) the employee's regular rate of pay in addition to the holiday pay. To be eligible for holiday pay the employee must work the scheduled workday before, and the scheduled workday after the paid holiday, unless he is on an excused leave of absence (i.e. sick or vacation leave).

18.7 Temporary or seasonal employees are not eligible for holiday pay. Employees in their orientation period who have completed thirty (30) days of continuous service during the pay period that encompasses the holiday are entitled to holiday benefits.

18.8 Part-time employees shall be paid for the holiday in relation to hours actually engaged on duty to the hours required for full-time service.

18.9 Employees will receive no holiday if the employee has accepted scheduled work on a holiday and fails to report for work.

ARTICLE XIX - VACATIONS

19.1 Vacations shall be earned by a full-time regular employee at the rate of eight (8) hours per month and is accumulative to a total of thirty (30) working days. During the orientation period, no vacation shall be allowed, but shall be credited to the employee after successfully completing the orientation period. Vacations may be allowed up to the limits of the amount earned during the calendar year. New regular full-time employees earn eight (8) hours of vacation for the month, if during that month they worked at least one-half ^(1/2) of the month.

19.2 Employees with five (5) years or more of service will receive three (3) additional days vacation up to fifteen (15) days per year which is earned at the rate of ten (10) hours per month.

19.3 Employees with ten (10) years or more of service will receive three (3) more additional days vacation up to eighteen (18) days per year which is earned at the rate of twelve (12) hours per month.

19.4 Employees with fifteen (15) years or more of service will receive three (3) more additional days vacation up to twenty-one (21) days per year which is earned at the rate of fourteen (14) hours per month.

19.5 Employees with twenty (20) years or more of service will receive three (3) more additional days vacation up to twenty-four (24) days per year which is earned at the rate of sixteen (16) hours per month.

19.6. Employees with twenty-five years or more of service will receive 18 hours of vacation time per month.

19.7. Employees with thirty years or more of service will receive 20 hours of vacation time per month.

19.8 Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the work day immediately preceding the employee's vacation period.

19.9 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation in the event of any conflict over vacation periods. Vacations may be accumulated to a total of thirty (30) working days credit. Any vacation accumulated beyond this limit will be forfeited unless the employee is asked to defer his/her vacation because of work schedules. In which case the vacation shall not be forfeited, or an employee will be paid additional compensation for earned vacation time not taken due to deferent at the supervisor's request.

19.10 Designated holidays will not be charged to vacation leave. Any employee who is requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) his regular rate. In addition, the employee will receive his regular vacation pay.

19.11 Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his vacation shall be compensated in cash for unused vacation he has accumulated at the time of separation subject to the limitations of Section 19. 1.

19.12 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 vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

19.13 Time taken off to attend funerals except as provided in Article XX (sick leave) will charge as vacation time.

ARTICLE XX- SICK LEAVE

20.1 Sick leave shall be earned by a full-time regular employee at the rate of eight hours per month and is accumulative to unlimited total working days. Part-time regular employees will be eligible for sick leave in proportion to the time worked as outlined above.

20.2 New employees earn eight hours of sick leave for the month they were placed on the payroll, if during that month they worked at least one-half (1/2) of the month.

20.3 Sick leave taken in an amount over eight/ten hours may be justified either by a doctor's certificate or by a visit to the sick or injured person by some supervisory personnel.

20.4 Sick leave may be taken as credited to the employee for one of the following reasons only, where the facts are established by the employee's supervisor:

- a. Illness or injury which incapacitates the employee to the extent that he is unable to perform his 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. Unless otherwise provided by law, leave for such reason shall be limited to twenty-four hours in any one instance, except that up to sixteen hours may be allowed if the additional time is necessary by reason of travel distance. Immediate family shall include only wife, husband, children, parent, grandparent, grandchild, or more distant relative, if living as a member of the employee's immediate household.
- e. To attend funerals of relatives as follows: Any relative in the employee's household plus the employee's wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father-in-law, mother-in-law, brother-in-law or sister in-law.
- f. Pallbearer or Honor Guard at any funeral.
- g. In case of a death of an immediate family member, spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, in-laws, and step-family members, the employee will be granted three (3) days bereavement leave.

20.5 For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for workers compensation in accord with State Law.

An employee injured on the job may use accumulated sick leave. When eligibility is determined by the Department of Labor and Industries and workers compensation payment checks are received, the employee will surrender the endorsed check to the county. Upon such receipt, the county will credit the employee with sick leave. The employee will be credited for one day of sick leave for each day of Labor and Industries and workers compensation payment returned to the county.

Should any employee apply for time loss compensation and the claim is then or later denied, sick and annual leave may be used for the absence in accord with other provision of this contract.

20.6 Illness or injury shall be reported at the beginning of any period of sick leave to the immediate supervisor by the employee or a person designated to act for him prior to the beginning work hour. Upon return to work, the employee shall make application for leave of absence which shall be reviewed by the supervisor, and if justified, will be approved.

20.7 In accord Commissioner Order No. 9016, as it exists or may hereafter be amended, and with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. Any income deferred under such a plan shall continue to be included as a regular compensation, for the purposes of computing state or local retirement and pension benefits earned by the employee.

ARTICLE XXI - MISCELLANEOUS LEAVE AND LEAVES OF ABSENCE

21.1 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.

21.2 Military Leave - Leave will be granted in accordance with Chapter 236, Laws of 1957, State of Washington.

21.3 Leave of Absence Without Pay - Leave of absence without pay may be allowed any regular 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.

21.4 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.

21.5 When no sick leave is accumulated, the employee may select to take either vacation or loss of pay, but it should be stressed that misuse of sick leave time credit will be automatic grounds for dismissal.

21.6 Employees, after five (5) years of employment, shall be compensated in cash for fifty percent (50%) of all accumulated unused sick leave up to nine hundred sixty (960) hours when they are permanently separated from employment as a result of voluntary resignation, discharge, retirements, or death. In the event of death, payment is made to the estate of the employee.

21.7 A sign-up period for sick leave cash-out shall be held March 1st through March 31st during each year of this contract, for inclusion in April payroll, so that employees may cash-out annual sick leave with the following restrictions:

- a. If an employee has accrued one hundred fifty (150) hours or more, he/she may cash-out up to forty (40) hours.
- b. If an employee has accrued three hundred fifty (350) hours or more, he/she may cash-out up to sixty (60) hours.
- c. If an employee has accrued five hundred (500) hours or more, he/she may cash-out up to eighty (80) hours.

21.8 In the event that an employee is injured or contracts an occupational illness, and he or she has fully expended his or her sick or annual leave, the Employer will allow him or her a reasonable period of time to return to work unless he or she is permanently disabled. During that period of time, he or she shall not accrue but shall not lose any other accrued benefits. During his or her absence from work, the employee shall be responsible to self-pay medical insurance. Depending upon the particular circumstances and facts of each individual case, the Board may, at its sole discretion, grant additional unpaid leave.

ARTICLE XXII - WORK RULES AND GENERAL PROVISIONS

22.1 All existing and future work rules shall be subject to mutual agreement before becoming effective.

22.2 When existing rules are changed or new rules are established they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective.

22.3 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

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

22.5 The Deferred Compensation Board will be expanded to include a member of Local 1254 selected by the general membership.

22.6 The County agrees to implement HB 4477 dealing with retirement contribution.

22.7 Employees receiving an unfavorable annual evaluation or disciplinary warning for performance deficiencies shall be evaluated at least once within three (3) months of written notice of the performance deficiency and not less than once every six (6) months thereafter until his or her supervisor is satisfied that the problem has been corrected.

22.8 The County agrees to furnish working coveralls to any Public Works employee that requests them. It is the responsibility of the employee to launder and maintain the coveralls. Additional coveralls in various sizes will be located in the safety supply room to be used as needed. Coveralls may only be replaced if they are worn out or destroyed at work.

ARTICLE XXIII - MEDICAL PLAN

The Employer agrees to contribute the maximum dollar amounts listed below, per month, toward the employee and dependent medical and other insurance premium cost for County approved plans, for all regular employees who have completed thirty (30) days of continuous service.

Effective January 1, 2022, through December 31, 2024 the County agrees to pay a maximum of \$820.00 monthly toward the employee's County approved medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution will be the sole responsibility of and at the expense of the employee. The employee must elect to take the benefit for there to be any unused dollars for the deferred compensation program. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employees' name. It is understood that the union proposed, voted on and selected the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units.

Both parties agree that a medical opener for medical insurance will be part of the contract negotiation for 2024.

Both parties agree that the County will provide a benefit to each full time employee to enroll in the LifeFlight Network Membership Program for the life of the contract..

ARTICLE XXIV - SAVINGS CLAUSE

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 portion 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 XXV - LENGTH-CONTROL-TERMINATION

This Agreement shall be effective as of the 1st day of January, 2022 and shall remain in full force and effect until the 31st day of December, 2024. Negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective 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 thirty (30) 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 20th day of December, 2021.

Joe v. Buch
PRESIDENT, LOCAL #1254

Dean Veroyss
REPRESENTATIVE, COUNCIL 2

Sara M. Hiteck
CHAIRMAN

De C. Horn
COMMISSIONER

Michael P. Hochman
COMMISSIONER

APPENDIX A - WAGES

Effective January 1, 2022	Code	2022 Step 1	2022 Step 2	2022 Step 3	2022 Step 4	2022 Step 5	2022 Step 6
Accountant	ACCT	3,569	3,731	3,884	4,054	4,213	4,376
Accountant II	ACCTII	4,809	5,054	5,304	5,567	5,846	6,137
Accounting Clerk	ACCTCL	3,499	3,656	3,809	3,964	4,117	4,279
Crusher Operator Grade 1	CRG1	3,503	3,635	3,781	3,941	4,102	4,261
Crusher Operator Grade 2	CRG2	4,102	4,261	4,436	4,619	4,823	5,042
Engineering Tech Grade 1	ETG1	3,569	3,713	3,861	4,022	4,182	4,352
Engineering Tech Grade 2	ETG2	4,182	4,352	4,537	4,731	4,933	5,142
Equipment Operator Grade 1	OPG1	3,457	3,595	3,744	3,882	4,051	4,194
Equipment Operator Grade 2	OPG2	4,051	4,194	4,371	4,549	4,738	4,939
Administrative Assistant	ADMIN	4,182	4,352	4,537	4,731	4,933	5,142
Lead Traffic Technician	LTRTEC	4,234	4,386	4,570	4,756	4,953	5,165
Mechanic Grade 1	MECHG1	3,592	3,744	3,882	4,051	4,204	4,382
Mechanic Grade 2	MECHG2	4,204	4,382	4,549	4,738	4,939	5,142
Permit Coordinator Grade 1	PCG1	3,413	3,553	3,704	3,861	4,023	4,192
Permit Coordinator Grade 2	PCG2	4,182	4,352	4,537	4,731	4,933	5,142
Solid Waste Coordinator	SWCOOR	4,051	4,194	4,371	4,549	4,738	4,939
Recycling Operator	RECYOP	3,457	3,595	3,744	3,882	4,051	4,194
Secretary/Receptionist	SECT	3,428	3,569	3,731	3,875	4,022	4,182
Traffic Technician Grade 1	TTG1	3,450	3,589	3,728	3,874	4,040	4,186
Traffic Technician Grade 2	TTG2	4,040	4,186	4,356	4,537	4,728	4,925
Transfer Station Operator Grade 1	TSOP1	3,457	3,595	3,744	3,882	4,051	4,194
Transfer Station Operator Grade 2	TSOP2	4,051	4,194	4,371	4,549	4,738	4,939
Transfer Station/PW Attendant	TSPWA	2,820	2,932	3,051	3,172	3,297	3,430

Updated December 15, 2021

NOTE:

*Crusher classification shall receive an additional \$150.00 per month travel allowance.

*Employees engaged in weed spraying or asphalt distributor or any employee doing acutal painting in the paint booth shall be paid an additional \$2.00 per hr.

*Equipment Operators assigned to the Rock Crusher Operation shall receive an additional \$2.00 per hour, provided the affected employee does not carry a crusher rating.

**LINCOLN COUNTY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS DIRECTOR**

MEMO

To: Lincoln County Commissioners
From: Rick Becker / Dave Sanford
Date: February 17, 2022
Re: Wage Scale revision – Appendix A – Local #1254 – Add Longevity

Dear Sirs,

To recognize our valued employees, Public Works would like to request to add two more steps to the salary schedule Appendix A – Wages, of the Labor Agreement with Local #1254. Again, this is for the added duties and responsibilities due to our work force being reduced over the last 20 years. The two steps would be Step 7 & Step 8. Both steps would be longevity and both steps would be an increase of 4.5% and three years apart from the previous step.

Those positions that only have one Grade will be eligible for longevity after they have been at Step 6 for three full years. Those positions that have two grades will be eligible for longevity after they have been at Grade 2, Step 6 for three full years.

Implementation of the longevity steps would be as follows:

For the first three years, the following will apply:

- First year - Employees that have been at a Step 6 for ten years or more shall be moved to Step 7 at the time of this longevity approval.
- Second year - Employees that reach ten years at Step 6 in this year of the implementation shall be moved to a Step 7.
- Third year - Employees that reach ten years at Step 6 in this year of the implementation shall be moved to a Step 7.
- After the third year – Employees that have been at a Step 6 for three years or more are then eligible to move to a Step 7.

Attached is **APPENDIX A – REVISED WAGES** with the proposed longevity steps and implementation language. This appendix can be amended and attached to the current Labor Agreement.

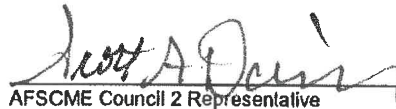
Thank you for your consideration.

Approved by the following:

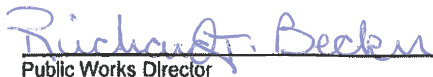
Date: 02/23/2022



Local Union #1254 - President



AFSCME Council 2 Representative



Public Works Director



Chairman, Lincoln County Commissioners

