

**LABOR**  
**AGREEMENT**

**BETWEEN**

**PUBLIC UTILITY DISTRICT NO. 1 of**  
**SKAGIT COUNTY**

**AND**

**TEAMSTERS UNION LOCAL #231**

**JANUARY 1, 2019 – DECEMBER 31, 2021**

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## **PREAMBLE**

THIS AGREEMENT is by and between the PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, hereinafter referred to as the Employer or District, and TEAMSTERS LOCAL UNION NO. 231, hereinafter referred to as the Union. All terms and conditions of this Agreement will remain in full force and effect January 1, 2019, through December 31, 2021.

## **ARTICLE 1 - UNION SECURITY AND HIRING**

- 1.1 Dues Processing: The Union will notify the District of its initiation fees and dues. The District agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing, and deductions will remain in effect until notification of revocation of consent has been received from the employee in writing. A copy of the revocation will be provided to either the District or the Union for recording purposes. The payroll deduction will begin the pay period following receipt of the authorization form. The District will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 1.2 Indemnification: The Union will indemnify the District against any and all liability which may arise by reasons of the deduction by the District of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The District will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.
- 1.3 Notification to Union of New Hires: The District agrees to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, and work location and phone number.
- 1.4 New Hire Orientation: The District will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. A Union shop steward will also be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days. There will be no loss of service to the District's customers as a result of this section.
- 1.5 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration first to bargaining unit employees and laid-off bargaining unit employees. In the event satisfactory members are not available, the Employer may hire externally or internal employees who are not members of the bargaining unit. All work being completed that falls within the bargaining unit will remain bargaining unit work.

### **NOTE:**

*Consideration is defined as adherence to the procedural requirements of this subsection and will include a thorough review of the internal applicant's*

*qualifications and work performance; applicants must meet the qualifications and experience for the vacant position as established by the Employer. All internal applicants, who meet the minimum requirements in the judgment of the affected Department Head and the District's Human Resources Office, will be granted a job interview.*

- 1.6 When any position covered by this agreement is open, said position will be posted. The posted position will contain an adequate description of the job duties, qualifications and classifications involved. Notices of position vacancies will be posted on the bulletin board for a minimum of five (5) days.
- 1.7 All new and rehired employees work on a probationary basis for the first six months after their date of hire. Any leave without pay will automatically extend the probation period by the length of the absence. If the Employer determines that the designated probation period does not allow sufficient time to thoroughly evaluate the employee, the Employer may extend the probation period for up to six (6) months, provided the Union is notified on or before the date the initial six (6) month period expires. Either the Employer or the employee may end the employment relationship at will during the probationary period, with or without cause or advance notice. Probationary status does not affect eligibility for Employer provided benefits. Employees are eligible for benefit programs according to the terms and conditions of each benefit program.

## **ARTICLE 2 - BARGAINING UNIT**

- 2.1 All job classifications referred to in Article 23.1, in addition to such other employees as are agreed upon, will be covered by this Agreement.
- 2.2 The Union will select from its members a committee of no more than three (3) members from the bargaining unit to serve with the Union Representative in negotiating with the Employer. Negotiations will be conducted at mutually agreed times and places.
- 2.3 Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are agreed to be held during normal working hours.
- 2.4 Shop Stewards or Membership Representatives will be allowed time away from their duty station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such representatives or shop stewards will obtain permission from their supervisor before leaving the job site. Such representatives or shop stewards who wish to contact an employee or employees on the job concerning a grievance or complaint will first obtain permission from their supervisor. Permission will not be unreasonably denied. There will be no loss of service to the District's customers as a result of this section.
- 2.5 The Employer will allow Shop Stewards or Membership Representatives reasonable access to the telephone, photocopiers, computers and email according to Employer Policy when adjusting grievances or complaints.

### **ARTICLE 3 - PROTECTION OF RIGHTS AND WARNING NOTICES**

- 3.1 The Employer will have the right to impose progressive discipline on any and all employees covered by this Agreement for just cause, unless the employee's action overrides progressive discipline and dictates termination (as outlined in more detail in Article 29 Management Rights). Provided however, they will not be discriminated against for Union activities as long as their activities do not interfere with their work.
- 3.2 Warning notices will be removed from an employee's personnel file in the event the employee's performance or conduct that caused the warning notice has been maintained at an acceptable level for eighteen (18) months following the date the warning was issued. In the event the Employer has not removed the notice, the notice will not be considered for the imposition of progressive discipline.
- 3.3 No employees will suffer any reduction in pay or loss of working conditions due to the operation of this Agreement.

### **ARTICLE 4 - PICKET LINE**

- 4.1 It will not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a legally organized Union primary picket line in the performance of their duties. This provision will not apply in case of emergencies or sympathy strikes.
- 4.2 The parties to this Agreement understand that there will be no strike or lockout during the life of this agreement. The term "strike" includes any slowdowns, sympathy strikes, or any other refusal to work.

### **ARTICLE 5 - NON-DISCRIMINATION**

- 5.1 In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on the basis of any state or federally recognized protected class or characteristic. All Union members will follow the Employer's most current discrimination policies and/or procedures. A copy of the current policy and procedures shall be presented to the Union for their records.

### **ARTICLE 6 - SENIORITY AND EMPLOYEE RIGHTS**

- 6.1 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide to customers.
- 6.2 The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job

performance, and seniority before a decision regarding such layoff or reduction in force is made.

- 6.3 An employee's seniority date will be determined by:
- a. The employee's date of entry into a regular (not temporary) position; and in addition,
  - b. Part-time or seasonal employees who move into a regular full-time position without a break in service will receive 50% of their time worked towards seniority.
  - c. In the case of layoff, seniority will be held for up to twelve (12) months.
  - d. In the case of voluntary termination, the employee's position and seniority will not be held, but considered relinquished.
- 6.4 Decisions to rehire laid-off employees will be made using the same criteria as in Article 6.2; qualifications, job performance and seniority.
- 6.5 The Employer reserves the right to appoint bargaining unit employees to Lead and Foreman positions at its discretion, subject to the right of the Union to request and discuss with the Employer the reason for such appointments. Consideration will be given to each employee's qualifications, job performance, and seniority.
- 6.6 Such determinations made in this Article shall not be arbitrary or capricious.

## **ARTICLE 7 - HOLIDAYS**

- 7.1 The following days will be considered as holidays:
- |                            |                           |
|----------------------------|---------------------------|
| New Year's Day             | Labor Day                 |
| Martin Luther King Jr. Day | Veteran's Day             |
| President's Day            | Thanksgiving Day          |
| Memorial Day               | Friday after Thanksgiving |
| Independence Day           | Christmas Day             |
- 7.2 Holidays will be paid at the number of hours an employee is regularly scheduled to work at the time of the holiday.
- 7.3 The above-recognized holidays will be paid at the employee's regular straight time hourly rate of pay. When a holiday falls on Sunday, the following Monday will be observed; also, when a holiday falls on Saturday, the Friday preceding the holiday will be considered the holiday. If work is performed on the celebrated day, the employee will be guaranteed a minimum of two (2) hours compensation at two (2) times their regular straight time hourly rate of pay in addition to the holiday pay. When a holiday falls on employees' scheduled day off, the Employees will take the workday before or after as the holiday as mutually agreed.
- 7.4 Each employee is eligible for two (2) Floating Holidays that will accrue on the first of the month after three (3) months of service, and then annually thereafter on January 1, not to exceed two (2) Floating Holidays per calendar year. The Floating Holidays will be included in the Floating Holiday Bank. Floating Holidays will be

paid at the number of hours an employee is regularly scheduled to work at the time the Floating Holiday is taken. This will be documented on the second paycheck of the calendar year. The Floating holidays must be taken during the calendar year or the entitlement to the day will lapse.

- 7.5 Treatment Plant Operators (see *Addendum to Collective Bargaining Agreement WTP Schedule*)

## **ARTICLE 8 - HOURS OF WORK**

### 8.1 Workweek:

The normal workweek will be forty (40) hours of work consisting of five (5) consecutive eight (8) hour days beginning on Monday and ending on Friday. The normal workweek (for Fair Labor Standards Act purposes) is Sunday through Saturday and will begin and end at midnight on Saturday. Employees, where the duties and the operations require twenty-four (24) hour coverage at the job location, are considered shift workers and the previous definition may not apply.

### Work Day:

Each workday will be scheduled to start between the hours of 6:00 a.m. and 9:00 a.m., except where the Employer modifies the work day on a temporary basis to complete special projects that require work at unusual hours. If an employee is scheduled to work during the hours of 6:00 PM - 6:00 AM, the established Night Shift premium shall apply when all or a majority of the working hours are scheduled during that time. In those situations, the employee will receive the Night Shift Differential in addition to their hourly rate of pay for the entire shift.

This will only apply for special projects where employees are assigned to work unusual hours as described above. In those modified schedule situations, the Employer will give the Union appropriate notice and the opportunity to bargain the operational change.

### Meal Periods:

Lunch periods will be an unpaid one-half (1/2) hour. This section of the Agreement does not cover employees addressed in Article 8.3.

### Alternative Schedules:

A four (4) ten (10) hour workweek exclusive of one-half hour for lunch period (Monday through Friday) may be implemented by Management with the concurrence of the majority of the members affected. This section of the Agreement does not cover employees addressed in Article 8.3.

### 8.2 Call Outs:

#### Regular Call Outs:

Any time an employee has left the worksite and is called to return to work outside of their regular shift or on their regular days off, the employee will be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times the hourly straight time rate of pay at Step 7 of Pay Band "C", which is the highest position level for employees who will be required to be on the regular Call Out list.

SCADA Call Outs:

Same as “a” above, but the employee will be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times the hourly straight time rate of pay at Step 7 of Pay Band “F”, which is the highest position level for employees who will be required to be on the SCADA Call Out list.

Sundays: Call outs on Sundays will be guaranteed a minimum of two (2) hours of pay at two (2) times the straight time rate of pay (at the steps and pay bands as outlined above).

Holidays: Call outs on recognized holidays, as provided in Article 7.1, will be guaranteed a minimum of three (3) hours pay at two (2) times the straight time rate of pay (at the steps and pay bands as outlined above).

If an employee responds to a call out after ten (10) p.m., and lasting four (4) or more hours, the employee may notify their supervisor, and elect to use PLP, or convert call out hours at time and one half (1 ½) to straight time hours to cover all, or a portion of their next scheduled shift to allow for a suitable period of rest prior to returning to work.

The employee’s supervisor or designee will approve all call outs.

If another call for service is received while responding to a previous call out, the employee is not eligible to duplicate the two (2) hour guaranteed minimum but will be subject to compensation in accordance with Articles 10 and 23.

Time spent on work-related telephone calls or electronic notification received during the employee’s non-work time and subsequent, related employee-initiated calls or electronic response that does not require them to return to duty is a call out subject to Article 8.2, but shall be paid in fifteen (15) minute increments at one and one-half (1.5) times the regular straight time hourly rate of pay for the time spent on the phone or on electronic response.

8.3 Treatment Plant Operators (see *Addendum to Collective Bargaining Agreement WTP Schedule*)

8.4 Other bargaining unit employees may be temporarily assigned to work at the treatment plant. Regular employees on temporary assignment will receive the wage scale commensurate with their standing classifications. Employees assigned to the treatment plant on a temporary basis for more than one (1) week (forty (40) hours) duration may be required to work the same workweek as detailed in Article 8.3. Other articles of this Agreement pertaining to the water treatment plant would then apply.

**ARTICLE 9 TEMPORARY LIGHT DUTY**

9.1 Purpose:

The goal of providing light duty work options for employees who are suffering from a physician-certified injury or illness is to:

- Keep the employee active;

- Shift focus from disability to ability;
- Provide an opportunity for work “hardening” that may reduce the risk of re-injury; and
- Keep the employee engaged in the workplace.

9.2 Eligibility

An employee is eligible for a light-duty assignment under the following conditions:

- a. The employee is temporarily unable, with or without accommodation, to perform the essential functions of his/her her job due to an injury or illness;
- b. The injury or illness is certified by licensed medical authority of the employee’s choice and the certification contains information sufficient to determine the employee’s limitations to perform work;
- c. The District reserves the right to require the employee to seek a second opinion from a licensed medical authority of the District’s choice and at the District’s expense;
- d. The District’s Human Resources Office, in consultation with the employee’s supervisor and as supported by objective medical findings, will determine if suitable alternative work is available and whether the employee is qualified and able to perform this work. Such determination shall not be arbitrary or capricious.
- e. In no event will light duty assignments be extended past 180 calendar days from the original date of injury or illness, and only 180 calendar days of light duty will be allowed in any twelve (12) month rolling year.
- f. Compensation will be coordinated between actual earnings, Short-Term Disability, Occupational Disability, Personal Leave, Leave without Pay, and if applicable, an employee’s Supplemental Leave Bank.

9.3 Light Duty:

In all cases, assignment to light duty is a temporary work assignment, and the District may terminate a light-duty assignment at any time, at its sole discretion. This Article is not a “make work” program, but rather a means for assigning individuals to light duty job tasks that the employee is capable of performing, per medical advice, and for a maximum period of 180 calendar days, for the purpose of allowing the employee time to heal and return to his/her full spectrum of job responsibilities (see also Article 13.7).

9.4 If and when an employee applies for Short-Term Disability the application form will request information from the employee’s medical authority related to the employee’s ability to perform light duty as well as his/her ability to perform the essential functions of his/her regular position.

9.5 If and when an employee applies for Occupational Disability, the District’s Human Resources Office will request information from the employee, the employee’s medical authority, and the Department of Labor and Industries related to the employee’s ability to perform light duty as well as his/her ability to perform the essential functions of his/her regular position.

9.6 Upon receipt of medical certification, the Human Resources Office will consult with the employee’s supervisor and/or other District managers to determine whether light duty job tasks are available. The following factors, along with other pertinent information, will be considered in a placement decision:

- a. Physical and mental demands of the job.
  - b. Physical and mental limitations of the employee.
  - c. Required job skills.
  - d. Employee qualifications.
  - e. Amount of training/orientation required.
  - f. Anticipated length of assignment.
- 9.7 The light duty job assignment/tasks will be placed in writing and provided to the employee and the employee's light duty supervisor.
- 9.8 At the conclusion of ninety (90) calendar days, or employee's return to regular duty, whichever occurs first, the employee will provide a medical release to return to full duty, or provide a request for extension of light duty not to exceed a total of 180 calendar days.
- 9.9 If an extension is granted, the extension will be documented in writing and provided to the employee and the employee's light duty supervisor.
- 9.10 In the event that the employee is not able to return to full duty at the end of the extension, the employee may (a) request an unpaid leave of absence not to exceed an additional period of 180 calendar days, (b) resign, (c) retire, or (d) accept a disability separation.

**ARTICLE 10 - OVERTIME**

10.1 Five Day Workweek:

All work performed over eight (8) hours per day, excluding lunch periods, will be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

All work performed in excess of forty (40) hours per week will be paid for at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

Sundays and holidays will be paid for at the rate of two (2) times the employee's regular straight time hourly rate of pay. It is further agreed that overtime work required on maintenance will be equally divided among qualified employees as evenly as possible.

10.2 Four Day Workweek:

The workweek will begin on Monday and end on Friday. Forty (40) hours of work will consist of four (4) ten (10) hour shifts exclusive of one-half (1/2) hour for lunch period.

All work performed over ten (10) hours per day, excluding lunch periods, will be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

All work performed in excess of forty (40) hours per week will be paid for at one and one-half (1-1/2) times the employee's regular straight time hourly rate of

pay.

Holidays will be paid for at the rate of two (2) times the employee's regular straight time hourly rate of pay if such holiday, listed in Article 7.1 of this Agreement between the parties, is worked. Any such holiday straight time rate of pay is defined as ten (10) hours.

10.3 Treatment Plant Operators:

Time worked in excess of the employee's regularly scheduled shift hours will be overtime and paid at overtime rate Article 10.1 and 10.2 will not apply; however, all work performed on an employees last scheduled day off, will be paid at two (2) times the employee's regular straight time hourly rate of pay.

*See Addendum to Collective Bargaining Agreement WTP Schedule.*

10.4 Comp Time:

In lieu of pay, overtime may be taken as comp time at the employee's discretion and banked to a maximum of one hundred twenty (120) hours.

**ARTICLE 11 - CREW MEMBER STANDBY**

11.1 Standby Crew:

Two (2) or more crew members will be required to standby on a rotating basis in increments of one (1) to eight (8) calendar days. A standby roster will be established and maintained by the Maintenance Superintendent or his/her designee. Volunteers will be given first priority for standby duty. The standby duration will be scheduled for a twenty-four (24) hour period commencing with the end of their regularly scheduled shift. The standby workweek will typically start on Monday afternoons at the end of the regularly scheduled workday and run through Monday morning, at the beginning of the regularly scheduled workday. Holidays will impact the start or stop times.

One of the standby crew members will be qualified to operate appropriate excavation equipment, each must possess a Commercial Drivers License, Class A, and each must be trained in the proper work procedures in the repair of asbestos cement pipe. Each crew member on standby will be required to have a cell phone. The crew member will be required to stay within reception range and within sixty (60) minutes of the District Crew Complex in Mount Vernon, Washington.

Crew members will be paid in accordance with the rates specified in Article 23.2, and crew members will be paid for actual callouts as specified in Article 8.2 in addition to standby pay.

11.2 Standby In-Charge:

One crew member will be designated by the Maintenance Superintendent, or his/her designee, as the in-charge crew member for the standby shifts. The standby in charge will be selected from the crew members that volunteer, or are designated for this assignment. The in-charge crew member will be responsible for making the determination if any problems must be corrected prior to the next regularly scheduled work shift. The in-charge crew member may be required to

make field investigations as a means to make their determinations of urgency of action prior to the next regularly scheduled work shift. Each in-charge crew member on standby will be provided the designated “in-charge” cell phone, and an Employer vehicle. The Employer’s vehicle is to be used for Employer business only. The in-charge crew standby member must respond as soon as they receive a call from the Employer’s answering service, the response may be handled by telephone and/or field investigation. Due to the possibility of emergencies and need for response, the in-charge standby crew member must live, and when on duty, must remain within cell range and within thirty (30) minutes of the District Crew Complex in Mount Vernon, Washington. In-charge standby crew members may exceed the thirty (30) minute requirement when making field investigations, however they must remain within cell range.

The in-charge standby workweek will typically start on Monday afternoons at the end of the regularly scheduled workday and run through Monday morning, at the beginning of the regularly scheduled workday. Holidays will impact the start or stop times.

In-charge standby crew members will be paid in accordance with the rates specified in Article 23.2, and crew members will be paid for actual callouts as specified in Article 8.2 in addition to standby pay.

**ARTICLE 12 - PERSONAL LEAVE PLAN**

12.1 Purpose:

In recognition of the need for time off for the purposes of rest and recreation, illness, injury, child care, bereavement, personal business and any other approved absence from work on a paid leave status except to the extent Worker’s Compensation, Occupational Disability Allowance or Short Term Disability Benefit provisions of this Agreement provide otherwise, the following Personal Leave Plan is established for all regular, full-time employees of the Employer.

12.2 Accrual:

Except while receiving Worker’s Compensation time-loss, an Occupational Disability Benefit, or in a leave without pay status, each eligible employee will accrue personal leave as follows:

<u>Completed Years of Continuous Employment</u>	<u>Personal Leave Accrual Rate</u>
Zero (0) through four (4)	168 hours (or 21 eight hr days)
Five (5) through eleven (11)	208 hours (or 26 eight hr days)
Twelve (12) through nineteen (19)	248 hours (or 31 eight hr days)
Twenty (20) and over	288 hours (or 36 eight hr days)

12.2.1 Washington State Paid Sick Leave:

- a. Effective 01/01/18, the District began providing paid sick leave in accordance with the Washington State Sick Leave Law, as required by Initiative 1433. The District will continue to maintain one master leave bank for each employee, but will have two separate sub-banks of time, one for PL and one for the Washington State Sick Leave (“WSSL”).
- b. Employees will not accrue more total time (WSSL and PL combined) than they would normally be entitled to per the contract as outlined in Article 12.2.
- c. If an employee reaches their maximum accrued amount as outlined in Article 12.3(g), any additional hours will be lost.
- d. Employees will be allowed to use any accrued time in their WSSL bank for any of the reasons outlined in Articles 12.1 and 12.3.

12.2.2 Paid Family and Medical Leave

Employees will be responsible for paying their required share of premiums for the family leave benefit as required by the Paid Family and Medical Leave program in Washington State, in effect 01/01/19. Premiums will be taken out by payroll deduction (see also Article 13).

12.3 Leave Usage:

Personal leave usage is subject to the following conditions:

- a. Personal leave will not be taken before it is accrued.
- b. Scheduling of personal leave is conditioned upon the operational needs of the Employer and supervisory approval. Insofar as possible, leave will be scheduled in accordance with the wishes of the employee.
- c. Leave requests must be submitted in writing on the Personal Leave Request Form and approved by the supervisor. The supervisor or the supervisor’s designee will respond to the request within two (2) working days. It is the intention that leave be granted upon shorter notice for emergencies, death, illness or serious accident in the immediate family.
- d. Use of planned leave will be scheduled such that advance approval is sought at least twice as early as the length of the requested leave (e.g., one weeks’ leave would require at least two weeks’ notice).
- e. An employee must promptly notify his/her supervisor on the first day of unplanned personal leave use and each day after, unless there is an agreement to do otherwise. He/she will speak with their supervisor, or the operator-on-duty (for WTP employees), at least one (1) hour in advance of their regular work shift, or as directed by their supervisor.
- f. Unplanned use of personal leave so frequent as to interfere with job performance or Employer operations will subject the employee to corrective action, regardless of the cause for such unplanned use.
- g. Accrued personal leave for each employee will not exceed eight hundred (800) hours.

12.4 Treatment of Accrued Leave upon Separation from Service:

Except for reason of retirement, all accrued, unused personal leave will be cashed out upon termination provided that six (6) months of continuous service have been completed.

12.5 Treatment of Accrued Leave upon Retirement:

- a. At the time of retirement under PERS Plan 1, the District will cash out a maximum of two hundred forty (240) hours of accrued unused personal leave. An employee retiring from the District under PERS Plan 1 will be required to give at least one hundred twenty (120) calendar days advanced written notice of their retirement date. The purpose of this notification is to allow adequate time for the employee to take accrued personal leave in excess of two hundred forty (240) hours. At the time of retirement, any unused personal leave in excess of two hundred forty (240) hours will be lost.
- b. At the time of retirement under PERS Plan 2 or PERS 3, the District will provide employees the option to cash out all accrued unused personal leave. An employee retiring from the District under PERS Plan 2 or PERS Plan 3 will be required to give at least ninety (90) calendar days advanced written notice of their retirement date.

12.6 Treatment of Accrued Leave upon Re-employment:

In the case of layoffs, the employee's personal leave accrual rate shall continue from the point of layoff if the time away does not exceed twelve (12) months.

Accrual will not continue during period of layoff; accrual rate will be reinstated upon reemployment.

In the case of voluntary termination, the employee's personal leave accrual rate shall not continue, but will start over as a new employee.

**ARTICLE 13 - SHORT-TERM DISABILITY**

- 13.1 Employees who are unable to work for one week due to illness or injury, as certified by licensed, competent medical authority, will receive seventy percent (70%) of their regular straight-time base pay until they are medically released to return to work (see *Coordination of Benefits below for additional benefit calculation information*). Please note the following provisions:
- a. The waiting period will be 40 regularly scheduled consecutive hours, including holidays, or a prorated amount if the employee works less than full time;
  - b. Benefits will begin on the first regularly scheduled hour after the waiting period;
  - c. Benefits will not exceed 180 calendar days in duration per year, based on a rolling year calculation;
  - d. Benefits will be coordinated as appropriate with the District's current light duty practices and procedures;
  - e. Employees may use accrued time (Personal Leave, Washington State Paid Sick Leave or Comp Time) to make up the difference between the STD benefit and 100% of gross, straight-time base pay;
  - f. Supplemental Leave Bank (SLB) balances (as established and available to employees who were employed prior to January 1, 1997) may be used to make up the difference between the STD benefit and 100% of gross, straight-time, base pay;
  - g. The SLB benefit is not eligible to be used for the waiting period (the first week, as described above).

- 13.2 All current and future employees will be eligible for STD benefits once they have worked at least 820 hours in the qualifying period (at the District or for other employers) and at least 340 hours for the District. The qualifying period is the first four of the last five completed calendar quarters from the date benefits begin; or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave. If an employee was covered under a voluntary plan with their previous employer, they are immediately eligible for the District's STD plan.
- 13.3 In no case will an employee's earnings exceed 100% of their gross, straight-time base pay while on STD, or as combined with any other District, state or federal benefit. STD is intended to be income protection for employees in the event they are unable to work due to illness or injury. The goal is to provide employees with adequate income so they can recover and return to work. Benefits exceeding 100% do not provide incentive for employees to return to a productive work situation.
- 13.4 If an employee becomes eligible for benefits, the District will calculate their eligibility and benefits under the state plan and will match the benefit amount if it would be greater than the District's benefit, for the time period they would be eligible to receive the state benefit. Once the benefit period with the state would expire, the benefit will be reduced to the amount that would have been provided prior to the benefit match. PLEASE NOTE: Benefit calculations will be in accordance with RCW 50A.04.020 Benefit-Amount and Duration (see also Article 12.2.2).
- 13.5 The STD plan only covers medical leave for employees who qualify. For family leave and some military-connected events, employees may apply for the WA state family leave benefits. However, any benefits received under the state family leave plan will be coordinated with District STD benefits to ensure that there is no duplication of benefits (example: pregnancy benefits, which are covered by both the STD plan and the state family leave benefit). Pregnancy disability is treated the same as any other short-term disability, except that leave will be granted for the entire period of any pregnancy disability, as determined by a licensed, competent medical authority. Any pregnancy disability benefit will be coordinated as appropriate with any other lawful state or federal benefits to which the employee is entitled.
- 13.6 The District is committed to working with employees following an illness or injury to find options for them to return to work, which may include a temporary light duty assignment. The goal is to provide meaningful work when possible during their recuperation and healing process. However, this is entirely dependent upon their unique situation, and both return to work and light duty assignments are conditioned upon certification by licensed, competent medical authority of the employee's ability to return to either temporary light duty or full duty.

Absent such certification, or a return only upon condition of accommodation, the District will determine whether reasonable accommodation of the employee's condition can be made in accordance with current light duty practices and procedures.

An employee who returns to work and works less than thirty (30) calendar days because of a relapse, may return to coverage by the STD benefit immediately upon such relapse. In all cases the 180 calendar day limit and the annual benefit maximum of 180 days total for any concurrent disability will apply.

Return to work and light duty options do not preclude the employee from taking the full benefit available to them under this Policy. Rather, they provide options which can be beneficial to both the employee and the District both short and long-term.

13.7 Temporary Light Duty:

Employees may be eligible for a temporary light duty assignment while recovering from an accident or an illness. Such assignments will be made in accordance with current light duty practices and procedures (see also Article 9).

In the event of a light duty assignment, compensation will be coordinated between actual earnings, STD, Personal Leave, SLB (if applicable), and any other District, state or federal time loss benefit. Compensable and/or non-compensable hours are calculated on a daily basis for purposes of data entry into payroll, will not exceed the pay for the employee's regularly scheduled work day, and will be calculated as follows:

- a. During the waiting period of regularly scheduled hours after an accident or illness that may ultimately qualify for STD benefits:
  1. Hours worked per day, plus
  2. Accrued time (PL or other) not to exceed a total of 100% of the employee's regularly scheduled work day.
- b. Beginning on the first hour following the waiting period for an accident or illness qualifying for STD benefits:
  1. Hours worked per day; plus
  2. STD, not to exceed a total of 70% of the employee's non-worked time (based on their regularly scheduled work day); plus
  3. Available SLB hours, not to exceed a total of 100% of the employee's regularly scheduled work day; plus
  4. Accrued time (PL or other) not to exceed a total of 100% of the employee's regularly scheduled work day.

- 13.8 Once an employee works for the District for at least 965 hours within the 12 months preceding taking STD leave, they are entitled to: (a) Return to the position they held when their leave commenced; or (b) Return to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Using the STD benefit will not result in the loss of employment benefits accrued before leave begins, or any other right, benefit or condition of employment the employee would have been entitled to if they had not taken leave.

The District may: (a) Request from the employee certification by the employee's health care provider that the employee can resume work; and (b) Require periodic reporting from the employee about their status and intention to return to work, as allowed by law.

While an employee is on approved STD benefits, the District will maintain their group health plan coverage during the duration of leave and at the same level and conditions coverage would have been provided if the employee had not taken leave.

- 13.9 In the event of an overpayment by the District due to an employee receiving District, state or federal time loss benefits that exceed the benefit provisions as outlined in this Policy, the employee will reimburse the District for all (or partial as appropriate) payments made by the District under this plan.
- 13.10 The plan will be renewed annually if approved by the State of Washington PFML, and it will be reviewed annually to ensure compliance with any new or revised federal or state requirements.

#### **ARTICLE 14 – OCCUPATIONAL DISABILITY**

14.1 Eligibility:

An Occupational Disability Benefit, as described in 14.2 below, will be paid to a disabled employee while absent from work when he has qualified for compensation under the Workman’s Compensation Act; provided, the employee furnishes the Employer with:

- a. A certificate signed by his/her doctor that the employee is disabled, and
- b. A statement signed by the employee guaranteeing that he/she will endorse State Worker’s Compensation checks over to the Employer and authorizing his doctor to discuss the employee’s disability with the Employer.

14.2 Payment of Benefit:

Absence from work from the time of injury until eligible to receive such allowance will be covered in accordance with the provisions of Article 14.1.

During the first twenty-two (22) working days of eligibility (including observed holidays) the employee will be paid at his/her regular rate of pay and for the remainder of 180 calendar days (including observed holidays) he/she will be paid eighty (80%) percent of his/her regular pay.

Personal leave used pending determination of eligibility will be restored to the employee for those days deemed payable under the Worker’s Compensation Act.

14.3 Return to Work:

Return to work from occupational disability is conditioned upon certification by licensed, competent medical authority of the employee’s ability to return to either temporary light duty or full duty. If the medical authority will not give such certification for a return to work, or a return only upon condition of accommodation, the District will determine whether reasonable accommodation of the employee’s condition can be made in accordance with federal and state disability regulations.

14.4 Temporary Light Duty:

- a. Employees may be eligible for a temporary light duty assignment while recovering from an occupational accident or an illness. Such assignments will be made in accordance with Article 9, Temporary Light Duty.

- b. In the event of a light duty assignment, compensation will be coordinated between actual earnings and Occupational Disability Benefits. Compensable and/or non-compensable hours are calculated on a daily basis for purposes of data entry into payroll, and will not exceed the pay for the employee's regularly scheduled work day, and will be calculated as follows:
  - i. During the first twenty-two (22) working days after an occupational accident or illness:
    - a. Hours worked per day; plus
    - b. Occupational Disability not to exceed a total of 100% of the employee's regularly scheduled work day.
  - ii. From the twenty-third (23<sup>rd</sup>) day through 180 calendar days of an occupational accident or illness:
    - a. Hours worked per day, plus
    - b. Occupational Disability not to exceed a total of 80% of the hours of the employee's regularly scheduled work day.

14.5 Permanent Disability:

- a. Should it be determined by the Washington State Department of Labor and Industries that an employee has become permanently disabled as a result of an injury covered by the State Industrial Accident Insurance and will as a result thereof terminate compensation payments, payments by the Employer under this Occupational Disability Benefit will terminate at the same time. The Employer will then provide the employee with a disability separation. Disability separation is in no way intended as a discipline action. The employee will receive a cash-out of any accrued Personal Leave on their final check.
- b. An employee separated from service by reason of an occupational disability is considered to have met the eligibility requirements under the Retired Employees' Health and Welfare Plan and will be eligible for continued medical coverage per the Plan.

14.6 Recovered Damages:

In the event an injured employee recovers damages from any third party, he/she will in addition to reimbursing the Accident Fund and Medical Aid Fund as provided by RCW 51.24, reimburse the Employer for all payments made by the Employer under Article 13 not exceeding the amount paid by the Employer for wages, minus pro rata expenses of collection.

**ARTICLE 15 - LEAVE WITHOUT PAY**

- 15.1 Leave without pay will be granted for the following reasons:
  - a. Family and medical leave under the Family and Medical Leave Act of 1993;
  - b. Compensable work-related injury or illness leave;
  - c. Military leave;
  - d. Family military leave in accordance with RCW 49.77; or
  - e. Domestic violence, sexual assault and/or stalking circumstances in accordance with RCW 7.69.030.

- 15.2 Leave without pay may be granted for the following reasons:
- a. Educational leave;
  - b. Child or elder care emergencies;
  - c. Governmental service leave;
  - d. Citizen volunteer or community service leave;
  - e. Conditions applicable for leave with pay; or
  - f. Union business.
- 15.3 Leave without pay will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for:
- a. Compensable work-related injury or illness leave;
  - b. Educational leave;
  - c. Governmental service leave;
  - d. Military leave;
  - e. Cyclic employment leave;
  - f. Leave for serious health condition taken under the provisions of Family and Medical Leave;
  - g. Leave taken voluntarily to reduce the effect of a layoff; or
  - h. Leave authorized in advance by the General Manager as part of a plan to reasonably accommodate a person of disability.
- 15.4 Requests for leave without pay will be submitted in writing not less than fourteen (14) calendar days less than the desired start of the leave without pay. The District will approve or deny leave without pay requests, in writing, within ten (10) calendar days and will include the reason for any denial.
- 15.5 Leave Administration:
- a. All paid leave balances will be used prior to going on leave without pay.
  - b. No benefits are earned or accrued during the leave without pay.
  - c. An employee who fails to return at the end of a leave without pay or who accepts employment elsewhere during the leave without pay will be considered to have resigned without notice.
  - d. Employees on unpaid leave are responsible for paying their own, their spouse's, and their other dependent's costs of maintaining any benefit plans, subject to the terms and conditions of the plan providers.
- 15.6 Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job group, as determined by the District. The employee and the District may enter into a written agreement regarding return rights at the commencement of the leave.
- 15.7 Military Leave:  
In addition to twenty-one (21) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.
- 15.8 Educational Leave:  
Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

15.9 Governmental Service Leave:

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

15.10 Union Business:

Leave without pay may be granted to any employee designated by the Union to attend a labor convention or serve in any capacity on official union business, provided advanced written notice per Article 15.4 is given to the Employer by the Union. The Union agrees that, in making its request for time off for Union business, due consideration will be given to potential disruption of the Employer's operation due to lack of available employees.

**ARTICLE 16 - JURY DUTY**

16.1 When an employee is called for service in a Municipal, County, State or Federal Court, the employee will advise the Employer upon receipt of such call. If taken from their work for such service, the employee will receive their regular straight time rate of pay for their regularly scheduled working hours missed while performing such service; and provided further, should an employee report for jury duty and be excused for the balance of that day, he will report as soon as possible to the Employer for the purpose of working the balance of the day.

16.2 If an employee is subpoenaed as a witness to testify on behalf of the Employer, the employee will receive compensation in the amount of his/her regular wage without overtime, and he/she will be reimbursed for out-of-pocket travel expenses and subsistence when not provided by the party issuing the subpoena. The employee will work on any day on which it is feasible to work one-half (1/2) day or more.

If an employee is subpoenaed by court or agency order to testify regarding any other matter(s), the employee will receive compensation in the amount of his/her regular wage without overtime; provided, however, that no pay will be granted for absences if the employee is the party bringing litigation against the Employer.

**ARTICLE 17 - MILITARY RESERVE PROVISION**

17.1 Pursuant to R.C.W. 38.40.060, every officer and employee of the state or of any county, city or other political subdivision thereof 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 will be entitled to and will 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 30<sup>th</sup>. Such leave will be granted in order that the person may report for active duty when called, or take part in active training duty in such manner and at such time as he/she may be ordered to active duty or active training duty. Such military leave of absence will be in addition to any personal leave to which the officer or employee might otherwise be entitled, and will not involve any loss of efficiency,

rating, privileges, or pay. During the period of military leave, the officer or employee will receive from the state, or the county, city, or other political subdivision, his or her normal pay.

#### **ARTICLE 18 - TIME USED TRAVELING TO JOB**

18.1 Travel time will be compensated in accordance with state and federal regulation.

#### **ARTICLE 19 - WORK CREW REQUIREMENTS AND SAFETY FACTORS**

19.1 When checking or maintenance or emergency repairs are required, the crew to be dispatched will conform to the needs of the situation so that sufficient personnel are sent to ensure reasonable safe working conditions. In the operation of heavy equipment, brush saws, chain saws, riding mowers and backhoes not used in conjunction with crew operations, no employee will be required to work alone, subject to the Department Supervisor's approval.

19.2 The Employer and Union agree to abide by the District's Drug Free Workplace Policy and Guidelines.

19.3 The Employer will reimburse employees who hold a CDL drivers' license, the cost of a physical examination that is required in accordance with the Federal Motor Carrier Safety Regulations, up to a maximum of \$150 per exam. Employees may also request the cost to be billed directly to the District if they opt to receive their exam from Skagit Regional Health or another provider authorized by the District (requires an authorization from the District). The Employer will require a paid receipt for the expenditure and a copy of the employee's Commercial Drivers License prior to reimbursement.

#### **ARTICLE 20 - WORK-CLOTHING**

20.1 All employees will be furnished and are required to appropriately utilize all safety equipment to perform their duties as required by WISHA. Employees will also be provided rubber boots, coats, pants and hats in suitable condition when needed. Employees are expected to keep them in good condition, normal wear and tear excepted, and when necessary turn them in for replacement.

20.2 The Employer will furnish and launder employees' coveralls, overalls, work jeans or trousers, reflective vests, hats, and collared shirts. Employees will be required to meet the uniform requirements below:

- a. Reflective vests with the District logo will be provided for all employees, and must be worn when in the field. "Field" is defined as whenever an employee is out of their vehicle anywhere other than the District campus or the treatment plant. However, employees working in the District equipment yard around moving vehicles or equipment will be required to wear the vest for safety purposes.
- b. Meter Technicians, Water Treatment Plant Operators and Water Quality

Technicians will be required to wear the collared shirt and trousers provided, or a uniform as determined by the District.

- c. Employees not required to wear a provided collared shirt can wear their own shirts.
- d. All clothing must not have anything that could be deemed as inappropriate or offensive as determined by District management (including but not limited to political slogans, profanity, offensive graphics, etc.)
- e. Any logos or advertisements (other than brand identifiers such as Levi's, Carhartt, etc.) must be covered by the District vest or a District jacket.
- f. Jeans or trousers must be in good shape without rips, tears or holes. If employees opt to wear their own jeans or trousers, they must meet these standards.
- g. If employees choose to wear a hat, they will be required to wear a District-provided hat, with at least two options provided. No other hats may be worn except Employer-provided safety gear such as hardhats or rain gear.
- h. Employees are required to properly utilize and treat all clothing and supplies provided by the Employer appropriately. All work-provided clothing will only be worn while at work, or travelling to and from work.
- i. The Employer will only launder the clothing provided, not employees' personal clothing.

20.3 The Employer will furnish one (1) pair of safety toe boots every year or replace them on an as-needed basis to be determined by the employee's supervisor, with a limitation of two hundred fifty (\$250.00) per pair. If the cost of the boots exceeds two hundred fifty (\$250.00), the employee shall pay the extra amount at the time of purchase. The Employer may elect to have the employee present and relinquish the old boots on a case-by-case basis. The employees that are furnished safety shoes will be required to wear the safety shoes when performing their usual and accustomed duties.

## **ARTICLE 21 - POLICY AND PROCEDURE**

21.1 It is understood and agreed that all employees covered by this agreement are governed by Board policies, District policies and administrative practices and procedures, safety procedures, and rules contained in the Employer's Employee Handbook; and as may be modified from time to time by the Employer. Any proposed revisions or additions to Board policies, District policies and administrative practices and procedures that would affect employee's working conditions will be submitted to the Union for negotiation.

21.2 If there is a conflict between the terms of this agreement and the Employer's policies, practices, or procedures, this agreement will prevail.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.1 A grievance is defined as an alleged violation of the terms and conditions of this Agreement.

22.2 For the purpose of this article, Union shall mean the Secretary-Treasurer,

Business Representative, and/or Shop Steward.

22.3 Informal Grievance Resolution:

- a. Whenever possible, the parties agree that it is the best interest of positive labor relations to solve grievances informally.
- b. All employees shall present concerns and potential issues to their immediate supervisor or department manager first, in order to give the supervisor or manager the opportunity to resolve the issue without a formal grievance procedure. Often issues can be resolved at a more informal level if effective communication is undertaken.
- c. If there is a potential grievance pending, the Union shall meet with Human Resources within five (5) calendar days of when the Union knew or should have known about the matter to see if a quick answer or resolution can be arrived at before the filing of a formal grievance. Utilizing this informal step does not change or extend any of the time lines required below, unless mutually agreed to otherwise in writing.

22.4 In the event the answer is not satisfactory or a resolution is not forthcoming informally, and a formal grievance under this Agreement occurs the following procedure will be followed:

STEP 1: Within fifteen (15) calendar days after the Union knew of or should have known of the disputed action or inaction of the Employer giving rise to the grievance, the Union will present in writing their grievance to the Human Resources Manager. The written grievance will detail facts and allegations, and specify all contract articles and sections allegedly violated and request appropriate remedies. The Union may provide an appropriate grievance form. The Human Resources Office will review the grievance and consult with management personnel involved in or affected by the grievance as well as the General Manager. The Human Resources Office will then prepare a written response to the Union within ten (10) calendar days.

STEP 2: If the response from the Human Resources Office and management team is not satisfactory the Union must request in writing within ten (10) calendar days a meeting with the Human Resources Office to discuss the grievance which will occur no later than ten (10) calendar days after the written request, unless agreed to otherwise. After the meeting and if no resolution is achieved, the Human Resources Office will prepare a final, written response to the grievance and submit it to the Union not later than ten (10) calendar days after the meeting with the Union.

STEP 3: If after Step 2 response is received the grievance remains unresolved or the response is unsatisfactory, the Union must request within ten (10) calendar days arbitration by submitting a written certified letter to the Federal Mediation and Conciliation Service requesting a list of seven (7) arbitrators from the State of Washington. A copy of the letter shall be mailed to the Employer. Upon receipt of the panel from the FMCS, the Employer and the Union will alternately strike a name from the list until only one name remains at the parties' earliest opportunity. The remaining arbitrator will hold a hearing and render a decision as promptly as possible. The decision of the arbitrator will be final and binding.

- 22.5 The arbitrator will have no authority to change, amend, modify, detract from or add to the provisions of this Agreement, but will have the authority only to apply clear and specific provisions of the Agreement in reaching a decision. The parties will share the arbitrator's fee and expenses and the parties will be responsible for their own costs, reimbursements, witnesses, expenses and fees.
- 22.6 Time limits referred to in the grievance procedure will be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein will be complied with as expeditiously as practicable. The failure of a party to respond in a timely manner at any stage or a non-response will be a rejection of the grievance.
- 22.7 Settled or withdrawn grievances will not establish a precedent unless otherwise agreed to by the parties.

**ARTICLE 23- WAGE SCALE AND CLASSIFICATIONS**

- 23.1 Effective January 1<sup>st</sup> of each year of this Agreement, the rates, as defined in Article 23.2, will apply for following job classifications:

Distribution Operator	Mechanic
Distribution/SCADA Technician	Meter Technician
Electrician	Storekeeper
Flushing/Valving Technician	Water Quality Technician
Maintenance Worker	Water Treatment Plant Operator (WTPO)
	WTP Maintenance Specialist/Operator

- 23.2 Wage Scale: See *2019 Wage Scale Addendum*

- 23.3 COLA (Cost of Living Adjustment)

a. 2020 and 2021

Cost of living adjustments for 2020 and 2021 will be 90% of the rolling three (3) year average of the CPI-U for Seattle-Tacoma-Bellevue, not seasonally adjusted, June-June of each year.

b. Me Too Provision

In 2019 negotiations, the parties agreed to a "Me Too" provision, whereby any COLA given to non-represented employees that is greater than the COLA given to represented employees will be given to the bargaining unit as well. NOTE: This does not apply to individual market adjustments or merit increases that are part of the non-represented employee current compensation system.

- 23.4 Hourly Pay Add-Ons

Chief Storekeeper Pay	\$1.40 (not subject to COLA)
Crew Leader Pay	\$1.40 (not subject to COLA)
Crew Foreman Pay	\$2.40 (not subject to COLA)
WTP Maintenance Specialist Pay	\$2.40 (not subject to COLA)
Night Shift Differential Pay	\$2.25 (not subject to COLA)
Appointed Foreman Pay	\$3.10 (not subject to COLA)

Stand-by per day:

- a. Monday - Thursday \$22.96 (subject to 2020/2021 COLA)
- b. Friday, Saturday, Sunday,  
Holidays & the 24-hour period  
prior to the Holiday \$36.11 (subject to 2020/2021 COLA)

In-charge/SCADA standby per day:

- a. Monday - Thursday \$36.11 (subject to 2020/2021 COLA)
- b. Friday, Saturday, Sunday,  
Holidays & the 24-hour period  
prior to the Holiday \$70.18 (subject to 2020/2021 COLA)

*NOTE:*

*Maintenance Workers, Meter Technicians, Flushing/Valving Technicians, Storekeepers and Mechanics must hold a Washington State Commercial Drivers License. Failure to maintain or obtain the required certification within six (6) months may be grounds for termination. Termination will be based on the recommendation of management.*

23.5 Step Promotions:

Employees will progress through the steps based on time worked each year based upon their original hire date. If an employee has since been promoted or placed into a different position with a separate pay band, the date they were placed into that position will be used to determine step promotions instead of their original hire date. Pay step changes will be effective the beginning date of the next pay period following the date they became eligible for a pay step change.

23.6 Level Promotions:

Employees will move to the next pay band for their position classification based on one of the following:

- a. When employees have reached the end of their steps in the previous pay band and are qualified to move to the next as determined by District management;  
or
- b. If District management determines that an employee is fully qualified and competent to perform all required duties in the next pay band, an employee may be promoted before they reach the end of their steps in their current pay band.

Employees who are promoted to a new pay band will typically be placed at the next highest rate of pay as compared to their previous rate of pay, regardless of where they are in the step structure.

NOTE: This language will only apply for employees moving to the next highest level in their position classification (example: Maintenance Worker 1 moving to Maintenance Worker 2). Employees who wish to apply for another position within the bargaining unit will be subject to normal hiring practices as outlined in Article 1 *Union Security and Hiring*.

23.7 Crew Foreman Pay:

Crew Foreman pay is in addition to the employee's regular hourly rate of pay for qualifying classifications in Worker Levels 1-6. Crew Foreman pay at the rate designated in Article 23.2 will only be applicable when the employee is specifically assigned foreman responsibility by the employee's supervisor. An employee must be in charge of five (5) or more employees to qualify for Crew Foreman pay. Employees who wish not to perform this additional responsibility will be allowed to decline and/or resign, without prejudice and only if another qualified employee is available and has agreed to the assignment and it is approved by the employee's supervisor.

23.8 Crew Leader Pay:

Crew Leader pay is in addition to the employee's regular hourly rate of pay for qualifying classifications in Worker Levels 1-6. Crew Leader pay at the rate designated in Article 23.2 will only be applicable when the employee is specifically assigned lead responsibility by the employee's supervisor. An employee must be in charge of two (2) to four (4) employees to qualify for Crew Leader pay. Employees who wish not to perform this additional responsibility will be allowed to decline and/or resign, without prejudice and only if another qualified employee is available and has agreed to the assignment and it is approved by the employee's supervisor.

23.9 Shift Differential Pay:

Shift differential pay is in addition to the employee's regular hourly rate of pay and will be at the rate designated in Article 23.2. Shift differential pay will only be applicable when the employee is specifically assigned to the night shift at the Water Treatment Plant, or as outlined in Article 8.1 *Work Day*.

23.10 Any employee receiving a higher rate of pay than their classification will continue to receive scheduled pay increases per the collective bargaining agreement. NOTE: During 2019 contract negotiations, the parties established a wage restructure and agreed that this Article does not apply during term of the 2019-2021.

23.11 Should the Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), U.S. City Average, (1982 - 84 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor increase, during the term of this Agreement, by more than six (6%) percent in any calendar year, this contract may be re-opened for wage negotiations.

23.12 Payroll Errors, which underpay the employee, shall be corrected immediately if the total value of that error is greater than or equal to fifteen (15) percent of the employee's gross salary for that pay period.

23.13 In 2019 negotiations, the parties agreed to grant a one-time, non-repeating \$2,000.00 lump sum to the following: Any employee who as a result of the new pay structure would be redlined at their current rate of pay until the pay rates catch up with their current rate of pay. This will only apply if the employees are both: a) redlined after the pay structure change; and (b) are at the top of their current position classification (example: a Maintenance Worker 3 who has no other pay band to reach without applying for a different position).

## **ARTICLE 24 - PENSION**

24.1 Effective, as specified below, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid.

Effective Date	Per Hour
January 1, 2019	\$.50

24.2 Effective January 1, 2018 the bargaining unit designated a portion of their hourly wage to be diverted from their hourly pay, and added to the District's contribution rate paid on behalf of each member to the Western Conference of Teamsters Pension Trust, for every hour for which compensation is paid. The bargaining unit, by a majority vote, elected to have three dollars and twenty-five cents (\$3.25) of their hourly wage as outlined in the wage scale addendum diverted to pension contributions.

Therefore, effective January 1, 2019, the District agrees to pay the full contribution rate of three dollars and seventy-five cents (\$3.75) into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid.

24.3 The Trust requires the full standard contribution rate on all temporary, seasonal and casual employees when performing duties described Article 23 of this agreement.

24.4 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts paid on account of each bargaining unit member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this agreement.

24.5 The Employer and the Union agree to be bound by the provisions of the Agreement and Declaration of Trust of the Western Conference of Teamsters Pension Trust Fund and agree that Trust shall act as Trustees on their behalf.

## **ARTICLE 25 - TELEPHONE BILLS**

25.1 Each employee will be required to subscribe to telephone service as a condition of employment, and provide the phone number to his/her supervisor. The employee will be responsible for paying the telephone bill.

## **ARTICLE 26 - WORK CONDITIONS**

26.1 Work falling within normal classification of the contract will be performed by classified employees only, except:

- a. Under extreme emergency conditions, or an emergency as declared by a resolution of the Employer's Board of Commissioners or the General Manager while awaiting a formal declaration from the Board of Commissioners;
  - b. As specifically agreed upon by the Employer and the Union's Business Representative for situations in which work needs to progress, such agreements will not be unreasonably denied.
- 26.2 Notwithstanding the above, during 2018-2019 contract negotiations the parties agreed the District would transition from a construction to a maintenance focus beginning in 2019, and that pipe laying projects, which includes both the placement of pipe and the accompanying restoration work, would in the future generally be performed by contractors at the discretion of the District. However, all connections to District systems (i.e. tie-ins, taps, service connections, etc.) shall remain bargaining unit work, except as may be allowed under Article 26.1 a-b.
- 26.3 When crews' work and materials are taken from the storehouse, the Storekeeper will be called to regulate and supervise materials dispatched, except in cases of very minor repair jobs.

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

### 27.1 Medical and Dental

The Employer will provide one hundred (100%) percent of the premium cost of the employee's medical and dental coverage. The coverage is offered through the Public Utility Risk Management Services (PURMS) Joint Self Insurance Fund Health and Welfare Program. Services are subject to co-pays and co-insurance as detailed in the PURMS Employee Benefit Plan booklet.

### 27.2 Vision EXT:

The Employer agrees to pay each month into the Washington Teamsters' Welfare Trust Fund the full cost of the premium for the Vision EXT Plan on behalf of each employee who was compensated for eighty (80) hours or more in the preceding month.

### 27.3 Maintenance of Benefits:

The Union agrees not to request any additional benefits during the term of this Agreement and the Employer agrees to pay any increase in premiums as called for by the Public Utility Risk Management Services (PURMS) Joint Self Insurance Fund Health and Welfare Program and the Washington Teamsters Welfare Trust (WTWT) Vision EXT Plan in the effort to maintain the present level of benefits. The WTWT reserves the right to modify benefits or eligibility for the purpose of cost containment, cost management, or changes in medical technology.

- 27.4 If a state or national health insurance program such as the Federal Patient Protection and Affordable Care Act (PPACA) affects the insurance provisions, including premium amounts, implements additional taxes or costs on the insurance program set forth in this Article, the Employer and the Union reserve

the right to meet to negotiate the impact on such insurance provisions so affected, and to identify and evaluate medical insurance coverage plans and/or options that provide the same, or similar levels of coverage, if possible, and that will not trigger imposition of taxes, fees, assessments, or penalties for the District or its employees under the PPACA.

## **ARTICLE 28 - SUBSTANCE ABUSE POLICY**

### **28.1 Purpose:**

The Employer and the Union are committed to a policy that will ensure both a drug and alcohol free workplace and employees who are drug and alcohol free and fit for duty. Substance abuse is generally categorized as illegal drug use, or prescription drug, alcohol or legal drug abuse, but may take other forms that create health and welfare concerns.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and to the extent possible, should be remedied by treatment and rehabilitation.

When an employee's ability to perform his/her job is impaired by drugs or alcohol, it is the responsibility of the Employer to prevent endangerment to the employee, co-workers, and members of the public by removing the employee from the work environment, and seeking an appropriate solution.

Employees must report their use of over-the-counter or prescribed medications to their supervisor or the Human Resources Department if the use might impair their ability to perform their job safely and effectively. A determination will then be made by the Employer as to whether the employee should be able to perform the essential functions of the job safely and properly.

- 28.2 This policy applies to all bargaining unit employees. This policy also includes provisions and requirements of the Federal Omnibus Transportation Testing Act of 1991 for employees who are required or allowed by the Employer to obtain and maintain a commercial drivers' license (CDL).

All bargaining unit employees who operate commercial motor vehicles on public roads are required to obtain and maintain a commercial drivers' license (CDL) and to follow all requirements under 49 CFR Part 40, which regulates drug and alcohol testing. The Employer will maintain a program under which this testing is conducted according to applicable laws.

- 28.3 In addition to the above, all Union members will follow the Employer's most current drug and alcohol testing policies and procedures.

## **ARTICLE 29 - MANAGEMENT RIGHTS**

- 29.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- a. Determine the Employer's functions, programs, organizational structure and use of technology;
  - b. Determine the Employer's budget and size of the workforce and the financial basis for layoffs;
  - c. Direct and supervise employees;
  - d. Take all necessary actions to carry out the mission of the District during emergencies;
  - e. Determine the Employer's mission and strategic plans;
  - f. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
  - g. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
  - h. Establish or modify the workweek, daily work shift, hours of work and days off;
  - i. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
  - j. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
  - k. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
  - l. Determine, prioritize and assign work to be performed;
  - m. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
  - n. Determine training needs, methods of training, and employees to be trained;
  - o. Determine the reasons for and methods by which employees will be laid off; and
  - p. Suspend, demote, discharge and/or take other disciplinary actions;
- 29.2 The Employer has the right to discipline, suspend with or without pay, or discharge employees for reasonable and just cause, provided that no employee shall be suspended or discharged without a prior written warning notice, a copy of which shall be placed in the personnel file and provided to the employee and the Union. In the event an employee's actions are of a severe nature, illegal or in violation of the Drug Free Workplace Policy, such prior written notice may be waived. Examples of severe nature include, but are not limited to: threats or violence; dishonesty; theft; abuse, harassment or bullying; gross insubordination; and/or gross violations of established safety policies or procedures.
- 29.3 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.
- 29.4 It is understood that nothing in Article 29, Management Rights, is intended to supersede any other provision or article of the collective bargaining agreement.

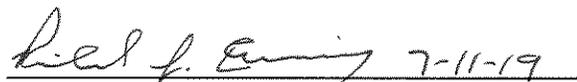
**ARTICLE 30 - TERM OF AGREEMENT**

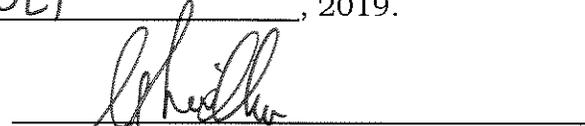
- 30.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement will continue in full force and effect. The article or section held invalid will be modified as required by law or the tribunal of competent jurisdiction, or will be renegotiated for the purpose of any adequate replacement.
- 30.2 This Agreement will be in full force and effect on January 1, 2019, and remain in full force and effect until December 31, 2021. This Agreement may be opened for modification by either party ninety (90) days prior to December 1st of any year by written notice to the other party of their desire to have the same modified. Any changes made in the new contract will be retroactive as of the opening date.

**ARTICLE 31 - SAVINGS CLAUSE**

If any legislative action or a court or board of competent jurisdiction finds or renders any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect and the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

EXECUTED this 15<sup>th</sup> day of JULY, 2019.

  
**Richard J Ewing**  
Secretary-Treasurer  
Teamsters Local Union 231

  
**George Sidhu, P.E.**  
General Manager  
Public Utility District #1 of  
Skagit County

### **NOTICE TO ALL MEMBERS**

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per your request. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

### **WEINGARTEN RIGHTS**

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
  - d. The Employer must then choose from among three options:
    - i. Grant the request and delay questioning until the Union Representative arrives;
    - ii. Deny the request and end the interview immediately; or
    - iii. Give the employee a choice of having the interview without representation or ending the interview.

**IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.**

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.

*NOTE: This page is provided solely by the Union for use by the represented employees covered by this Agreement.*

## 2019 Wage Scale - Addendum A

	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	Maintenance Worker 1	\$ 28.64	\$ 29.35	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21
A	WTPO 1	\$ 28.64	\$ 29.35	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21
A	Water Quality Technician 1	\$ 28.64	\$ 29.35	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21
B	Maintenance Worker 2	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89
B	Meter Technician 1	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89
B	Water Quality Technician 2	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89
C	Maintenance Worker 3	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	Flushing-Valving Tech	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	Meter Technician 2	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	Distribution Operator 1	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	Storekeeper	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	Journey Mechanic	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
C	WTPO 2	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66
D	WTPO 3	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66	\$ 37.58	\$ 38.52	\$ 39.48
D	Distribution Operator 2	\$ 34.04	\$ 34.89	\$ 35.77	\$ 36.66	\$ 37.58	\$ 38.52	\$ 39.48
E	Journey Electrician	\$ 35.91	\$ 36.81	\$ 37.73	\$ 38.68	\$ 39.64	\$ 40.63	\$ 41.65
F	WTPO 4	\$ 36.66	\$ 37.58	\$ 38.52	\$ 39.48	\$ 40.46	\$ 41.47	\$ 42.51
F	Distribution Operator 3/SCADA Technician	\$ 36.66	\$ 37.58	\$ 38.52	\$ 39.48	\$ 40.46	\$ 41.47	\$ 42.51

# Addendum to Collective Bargaining Agreement WTP Schedule

## **Public Utility District No. 1 of Skagit County and Teamsters Local Union No. 231**

**Agreement:** This Addendum to the Collective Bargaining Agreement (“Addendum”) is between Public Utility District No. 1 of Skagit County (“District”) and Teamsters Local Union No. 231 (“Union”). The District and the Union agree as follows.

**Relation to Collective Bargaining Agreement:** This is an Addendum to the 2019-2021 Collective Bargaining Agreement (CBA) between the District and the Union. This Addendum is intended to be in effect through the end of the 2019-2021 CBA, which will be December 31, 2021.

**Purpose:** The District and the Union agree that operation of the Water Treatment Plant (“WTP”) entails seven-day-per-week, 24 hour-per-day operation and as such, WTP Operators shall be considered shift workers, so the hours of work provisions in the current CBA for all other departments will not apply to WTP Operators. Due to the complexity of the WTP schedule, it is necessary to provide clarity for the WTP schedule regarding hours of work, holidays, and overtime, which shall be covered in this addendum.

### **Hours of Work**

The starting and ending times for a WTP Operator’s shift will be determined by the requirements of the position and the Employer. Operators may work a schedule to include twelve (12) hour shifts and/or an alternate workweek, upon mutual agreement between the Union and the District. All shifts (8, 10 or 12 hours) may begin and end on different sides of midnight.

WTP Operators will be paid shift differentials per Article 23 of the current CBA.

WTP Operators shall work a maximum of eighty (80) hours during any two (2) week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than forty hours (40) in a workweek, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours.

WTP Operators shall be considered shift workers; their meal period shall be one half (1/2) hour of paid time during their scheduled working shift.

### **Holidays**

For all recognized holidays worked the District shall pay WTP Operators as follows:

- a. When a recognized holiday, as provided in Article 7.1, falls on the Operator’s regularly scheduled workday, and the Operator works on the holiday, the Operator will be paid at two (2) times their regular straight time rate for all regularly scheduled hours worked on those holidays and one and one-half (1.5) times this Holiday rate for all hours worked beyond

their regularly scheduled shift for a total pay rate of three (3) times their regular straight time hourly rate of pay. In addition, each employee who works a holiday will have their Holiday Bank increased by their regularly scheduled work hours for the holiday, as provided in Article 7, Section 7.2.

- b. If the holiday falls on the Operator's regularly scheduled workday, and the Operator does not work on the holiday, the Operator will be paid the regularly scheduled number of hours for the holiday as holiday pay.
- c. If the recognized holiday does not fall on the Operator's regular scheduled workday, the Operator will not be paid for the holiday but will have their Holiday Bank increased by their regularly scheduled number of work hours so they may schedule another day off, as a substitute holiday with pay, at a mutually agreeable time.
- d. Only one employee will work each regularly scheduled shift on a holiday. If the scheduled employee asks to change the schedule in order to take the holiday off, if approved by their immediate supervisor, then non-scheduled employees will be asked if they want to work the holiday, in order of seniority.
- e. Only on Christmas Day and New Year's Day, if an Operator works any hours on the recognized holiday, and their shift starts or ends on the holiday, all hours worked for that shift will be paid as holiday time, per the provisions above.
- f. The balance of the Holiday Bank will not exceed 120 hours. At termination, the balance of the bank will be paid with the final check.

### **Overtime**

Time worked in excess of the employee's regularly scheduled shift hours will be overtime and paid at overtime rate; Article 10.1 and 10.2 will not apply. However, all work performed on an employee's last scheduled day off, will be paid at two (2) times the employee's regular straight time hourly rate of pay. In addition, see the additional scheduling provisions below:

1) For purposes of determining what constitutes a "last scheduled day off" for the WTP Operators, on the weeks where they are not scheduled to work on a Sunday, that Sunday will be considered their last scheduled day off. On weeks where they are scheduled to work on a Sunday, the following Tuesday would be considered their last scheduled day off.

2) Any shift (except for Sunday shifts, as referenced in #5 below) that needs to be covered with less than twenty-four (24) hours' notice shall be given to the Relief Operator as an additional shift in their workweek, and shall be paid at the rate of time and one half. The Relief Operator will not have time removed from their scheduled shift of that week. This will be implemented for coverage that is needed with less than twenty-four (24) hours' notice.

3) It is also agreed that the Relief shift is designed for movement to allow proper coverage of absences and additional coverage needed at the plant. Therefore, it is agreed that twenty-four (24) hours' notice of a change in the planned shift is sufficient and shall be paid at the standard hourly rate except for an employee who has already worked (forty) 40 hours that week, or more than their scheduled shift for that day, and who then qualifies for time and one half. In addition, the Day Operator and the Day Relief will have the same start time. It is understood that if the Relief is asked to cover a shift that

is not a different schedule than their normal Relief shift, it will not constitute a schedule change.

4) In the case of a planned absence (requested PLP) with more than twenty-four (24) hours' notice, and in which a Relief shift must be changed to cover the absence, the District shall give the Relief Operator scheduled for that week notice of the shift change upon approval of the requested PLP, or as soon thereafter as is feasible.

5) During the week, if the Day shift is unable to work and the Relief is unable to cover the shift, and it is less than twenty-four (24) hours' notice, the Maintenance Operator or the Lead/Foreman will cover the Day shift (making their shift 12 hours instead of 10), and those two extra hours will be time and one half. If it is more than twenty-four (24) hours, the Maintenance Operator or the Lead/Foreman will still cover up to ten (10) hours of the Day shift (minus the extra two hours), but the opposite shift Relief will be asked to come in to cover those two (2) extra hours. In that situation, if a Relief is called in specifically to cover the two remaining hours, they will be paid the time worked, in addition to two (2) hours of call-out time.

6) On Sundays only, the schedule is split into three eight (8) hour shifts. If any of the scheduled operators are unable to work their assigned shift the intent is to split the day into two twelve (12) hour shifts to be filled by the remaining operators assigned that day. It is understood that if an operator is offered the chance to make this change, it will not constitute a change in schedule. They will only be compensated overtime for the four (4) additional hours of their shift following the rules established for overtime, if the schedule change occurs with less than twenty-four (24) hours' notice. See examples below:

On Sundays only, the scenarios for this shift coverage are as follows:

Normal Schedule (Sundays)

Day Shift: 6:00 AM to 2:00 PM

Relief Shift: 2:00 PM to 10:00 PM

Night Shift: 10:00 PM to 6:00 AM

Scenario 1: Day Shift Operator unable to work:

- Relief Operator would work 6:00 AM to 6:00 PM.
- Night Shift Operator would work 6:00 PM to 6:00 AM.
- Both operators would be compensated for eight (8) hours straight time and time and one half for the remaining four (4) hours.

Scenario 2: Relief Shift Operator unable to work:

- Day Shift Operator would work 6:00 AM to 6:00 PM.
- Night Shift Operator would work 6:00 PM to 6:00 AM.
- Both operators would be compensated for eight (8) hours straight time and time and one half for the remaining four (4) hours.

Scenario 3: Night Shift Operator unable to work:

- Day Shift Operator would work 6:00 AM to 6:00 PM.
- Relief Shift Operator would work 6:00 PM to 6:00 AM.

- Both operators would be compensated for eight (8) hours straight time and time and one half for the remaining four (4) hours.

All other scenarios, such as if two operators are off, will follow the normal policies for call out. If the Relief is contacted to cover a shift that day and does not respond within at least two hours of the start of the shift, the shift will be offered to the opposite shift Relief, then to other Operators in order of seniority. This two-hour call window will apply for not only the Relief, but also the Night shift depending upon who is out.

### **Schedule Changes**

If a schedule change is necessary (at the discretion of the Superintendent) for a special project, planned maintenance activity, or for some other operationally necessary reason, the schedule may be changed with one week's notice in order to minimize unnecessary overtime.

Schedule changes may occur with less notice in case of emergency or by mutual agreement between the District and the Union Business Representative. Emergencies may include such events as storms, floods, fires, or an operational emergency at the plant. Emergencies will be defined as such when they are declared by a resolution of the Board of Commissioners or the General Manager while awaiting a formal declaration from the Board.

Employees will be allowed to trade shifts in a fair and equitable manner as determined by the Superintendent, subject to approval by the Superintendent or his/her designee. If there are inadequate volunteers to cover Relief shifts or shifts for special projects and/or planned activities, assignments may become mandatory to ensure adequate operations of the plant. The District agrees to discuss with the Union these situations in which work operations need to progress to ensure fairness with the schedule, and such agreements will not be unreasonably denied.

### **Specific Scheduling Agreements**

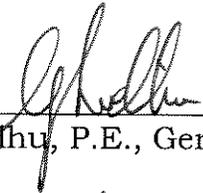
On an individual basis, the District may form a specific agreement with an employee about a scheduling change that may be short-term or long term. For example, an employee may request to work graveyard shifts for a long period of time. If this is amenable to the District from an operational perspective, a specific agreement may be decided. However, if the employee later decides they do not wish to continue this schedule, they may request to rejoin the normal shift rotation with at least two (2) week's notice.

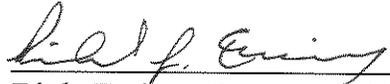
Conversely, the District may decide that the schedule change is no longer feasible due to operational needs, or if the majority of the other Operators express concern about the schedule change. In those situations, the District may ask that all Operators rejoin the normal shift rotation with at least two (2) week's notice.

**Effective Date:** This Addendum is effective for the same dates as the 2019-2021 Collective Bargaining Agreement, upon ratification through December 31, 2021, following the execution of the Parties, below.

**Public Utility District No. 1  
Of Skagit County**

**Teamsters Local Union No. 231**

  
\_\_\_\_\_  
George Sidhu, P.E., General Manager

  
\_\_\_\_\_  
Rich Ewing, Secretary-Treasurer

Date: 7/15/19

Date: 7-11-19

## Bargaining Agreements

NOTE: The following were agreed to as part of the 2019 bargaining, but did not lend themselves to being included in the actual agreement.

**Chief Storekeeper Position:** This position will be grandfathered in for the duration of time the current Chief Storekeeper remains in his position. However, after that there will be no Chief Storekeeper position, and the District will assess the needs of the Storekeeper position at that time. With the transition to a Maintenance organization, the work load of that department may change, and the District will assess whether one or two Storekeeper positions is needed moving forward.

**Dress Code:** The parties agreed to implement a Labor Management Committee (LMC), with the first meeting to be held by mid-July. Two things the committee will discuss are as follows:

1. Hats: The committee will discuss options for hats to be provided by the District, and come to agreement on the options that will be provided for employees, subject to the provisions of Article 20.2 in the CBA.
2. Shirts: The committee agreed to research options that are available as an alternative to the currently provided collared shirts. Although the District made no guarantees that another choice would (or could) be provided, the committee will discuss options, and the District will contact the provided to determine whether another choice can be provided.

### **Pay Band Assignments:**

To determine pay band placement onto the new wage scale, the District used the following determinations:

1. Meter Readers: All current Meter Readers are at a Level 6 in the WHOPPER currently, so they were placed in band "C" as Meter Technician 2's.
2. Construction Workers: Employees were placed at the level closest to their current WHOPPER level, as follows:

<u>Current Position</u>	<u>New Band/Position</u>
Construction Worker 1-2	Band "A", Maintenance Worker 1
Construction Worker 3-4	Band "B", Maintenance Worker 2
Construction Worker 5-6	Band "C", Maintenance Worker 3

3. Water Treatment Plant Operators: Employees were placed at the level closest to their current WHOPPER and certification levels, as follows:

<u>Current Position</u>	<u>New Band/Position</u>
WTPO 1	Band "A", WTPO 1
WTPO 2-3	Band "C", WTPO 2
WTPO 4	Band "D", WTPO 3
WTPO 5-6	Band "F", WTPO 4

**Step Level Assignments:**

To determine which step was appropriate for each employee, a flat year-of-service in position<sup>1</sup> calculation was used for those employees who are still in their original position of hire. Since employees will progress through the steps each year, they were given a year of credit for each year in their current position as of 01/01/19.

If employees have been in their positions less time, but the appropriate step is lower than their current pay rate, they were grandfathered in at the next highest pay step. The following step placement calculations were used:

<u>Full Years in Position</u>	<u>Appropriate Step Placement</u>
Less than 1 full year	Step 1
1+ years	Step 2
2+ years	Step 3
3+ years	Step 4
4+ years	Step 5
5+ years	Step 6
6+ years	Step 7

For those employees who have transferred positions since they were hired, service credit will be provided for years worked in a previous bargaining unit position.

**Lump Sum Payments:**

The lump sum payment referred to in Article 23.12 will not be given to any employee who has received a WHOPPER level increase during negotiations from the time period of 01/01/19 to whenever the 2019-2021 contract is ratified. The lump sum payment will only be given to those employees who are actively employed at the time the contract is ratified.

**COLA for 2019:**

No COLA was applied for 2019 (see instead *2019 Wage Scale Addendum*). However, the 2018 wage comparison data used to establish the wage comps was aged by 3% to obtain appropriate wage comparisons for 2019.

**Retro Calculations and Payments**

The District is currently researching the length of time it will take to reconfigure the payroll system to accommodate the new pay structure. These changes and the resulting retroactive calculations may take several months following contract ratification to complete. The District will keep the Union informed when more information is obtained, and if further discussions are needed regarding options for retro payments, the District will discuss these options with the Union.

Only those employees who are actively employed at the time the contract is ratified will receive the retroactive payments when they are processed.

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<sup>1</sup> Position refers to the actual job classification, not the progression within a specific job classification. For example, Construction Worker 1, Construction Worker 2, Construction Worker 3, etc are all the same position.