

2016 – 2018 Collectively Bargained Agreement

Board of Columbia County Commissioners

Local 1191-CC Columbia County Public Works
Employees (Road, Solid Waste & Recycling)

Council 2, Washington State Council of County
and City Employees

American Federation of State, County and
Municipal Employees, AFL-CIO

Effective January 1, 2016 Through December 31, 2018

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PREAMBLE

The Board of County Commissioners of Columbia County, Washington, hereinafter known as “the Employer,” and Local 1191-CC of the American Federation of State County, and Municipal Employees, Council #2, AFL-CIO, hereinafter known as “the Union,” do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to eliminate as far as possible political consideration from policy and to promote the morale, well-being, and security of employees.

ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the Union as the sole collective bargaining agent for all County Road and Solid Waste and Recycling employees within the Columbia County Public Works Department excluding superintendents, managers and confidential employees, with respect to wages, hours, and working conditions. The Union President or his written designee is the Union representative for all written communication from the Employer to the Union. All provisions of Columbia County’s current Personnel Policy shall apply to all Bargaining Unit employees unless in conflict with the terms of this collective bargaining agreement.
- 1.2** Each employee who is a member of the Union and each employee who becomes a member after that date, shall, as a condition of employment, maintain their membership in the Union for the length of this Agreement. Provided, that this Union Security provision must safeguard the right of non-association of public employees based on bona fide religious tenets or teachings of Church or religious body of which such public employee is a member. Such public employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization chosen by the employee. The public employee shall furnish written proof to the Employer and Local 1191-CC that such payment has been made. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. Further, nothing in this Article shall be construed as requiring the County Engineer, the Engineering and Administrative personnel, the Road Superintendent to hold membership in the Union.
- 1.3** The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- 1.4** The Union indemnifies and holds harmless, the Employer against any and all claims, demands, costs, suits, or other forms of liability that may arise by reason of action taken by the Employer for the purpose of complying with any provisions of Article 1.

ARTICLE 2 – UNION MANAGEMENT RELATIONS

- 2.1** All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union, and the Employer.
- 2.2** Agreements reached between the parties to this Agreement shall become effective only when signed by the President and the Secretary-Treasurer of Local #1191-CC and the Representative of Washington State Council of County and City Employees Council #2, and the Board of County Commissioners.
- 2.3** **Personnel records:** An employee shall have the right to inspect his/her personnel file in the presence of the department head or their designee at a reasonable time during the work day. Any request to inspect an employee's personnel file shall be granted no later than one (1) day after the request. Any material referring to the employee's competence or discipline placed in the personnel file shall require the employee's signature acknowledging receipt or that a copy was provided to the employee. Employees will be provided the opportunity to attach his/her comments. If the employee refuses to sign, the supervisor will so note. Personnel files shall be kept and maintained within the department regarding substantive issues such as disciplinary actions, performance evaluations, promotions, etc. General personnel issues (e.g. date of hire, step increases, transfers, insurance information, etc.) may be kept and maintained within another department (i.e. Auditor's Office).
- 2.4** **Labor Management Committee:** In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the Employer. The Committee will meet quarterly, but may agree to meet less frequently.
- A)** The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance that has been reduced to writing and/or has passed Step 1 of the grievance procedure.
 - B)** The Committee shall be a means of resolving potential conflicts and possible grievances. Communicating short and long term projects and goals of both the Employer and Union and for the general sharing of information. Including the updating of budget status and fiscal outlook.
 - C)** Each party will keep their own minutes.
 - D)** Meetings may be scheduled during working hours with no loss of pay or benefits to any members of the Committee or after hours with no pay and or benefits due.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Management of the County and the direction of the workforce are vested exclusively in the County subject to the terms of this agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration as the County may determine. All rights and prerogatives not specifically abridged herein shall reside with the County. Such rights shall include, but not be limited to the right to control and supervise all operations and direct all work forces, including the right to hire, fire, transfer, promote, demote, discipline or discharge, layoff, promulgate policies and procedures and work rules, amend the same, assign work, control and regulate the use of all the equipment and other property of the County and do any other act not inconsistent with this Agreement.

3.2 Examples: Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- A)** To direct and supervise all operations, functions and policies of all Departments in which the employees in the bargaining unit are employed.
- B)** To terminate, combine or reorganize any Department or function of the Employer for budgetary or any other reason.
- C)** To determine the need for a reduction or an increase in the workforce and implement any decision with regard thereto.
- D)** To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, dress code, methods and procedures except as specifically provided herein.
- E)** To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- F)** To assign and revise shifts, workdays, hours of work, and work locations except as specifically provided herein.
- G)** To designate and to assign all work duties.
- H)** The decision to introduce new duties and to revise job classifications and duties within the unit.
- I)** To determine the qualifications and abilities of new employees and existing employees and to effectuate transfers and promotions.
- J)** To discipline, suspend or discharge any employee for just cause.
- K)** To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the Employer.

- 3.3 Disputes:** In the event any disputes arise in connection with the exercise of the above rights and such disputes are submitted to arbitration, the only issue which the Arbitrator may decide is whether or not the Employer acted in bad faith with respect to the provisions of this Agreement.

In no case shall the Arbitrator have authority to vacate, modify, or change the Employer exercise of its rights, or require the Employer to do such, or in any way substitute the Arbitrator's judgment for that of the Employer.

ARTICLE 4 – GRIEVANCE PROCEDURES

- 4.1** A grievance is defined as a question or challenge raised by an employee, group of employees, or the Union as to the correct interpretation and/or application of the terms and conditions of this Agreement.

A grievance may be presented by an employee or the Union. The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing. A grievance may be advanced to any step in the grievance procedure if the parties jointly agree.

If a grievance is not submitted in writing within the timeframes indicated, the grievance shall be waived and forever lost. A grievance not responded to timely may be advanced to the next step.

The parties recognize the need for fairness and justice in the adjudication of employee grievances and enter into this agreement in a cooperative spirit to adjust such matters promptly and fairly at the lowest level possible. If however, a grievance cannot be resolved, the following procedure shall be followed:

- 4.2 Step 1:** The aggrieved party shall submit in writing the grievance, within five (5) working days of the alleged violation or knowledge of the violation, to the employee's immediate supervisor. Within five (5) working days thereafter, the immediate supervisor shall give his/her answer in writing to the aggrieved party.
- 4.3 Step 2:** Should the grievance not be settled at Step 1, it may within five (5) working days, be submitted in writing to the County Engineer. Should the County Engineer believe that it may be possible to settle the grievance by further discussion, he/she may so notify the aggrieved party and arrange to meet. The County Engineer shall within five (5) working days, reply to the aggrieved party in writing, giving his/her answer unless such time is extended by mutual agreement.
- 4.4 Step 3:** Should the grievance not be settled at Step 2, it may be submitted in writing within five (5) working days, to the Board of County Commissioners. A Meeting between the Board, County Engineer, County Supervisors, Union Representative, the Union Steward handling the grievance or his designee, the aggrieved party, witnesses

and other personnel deemed appropriate, shall be set within five (5) working days, to discuss and seek settlement of the grievance. The Board shall respond to the aggrieved party and the Union Representative within ten (10) working days of the meeting.

4.5 Step 4: Final and Binding Arbitration: If the grievance has not been resolved at Step 3, in accordance with the conditions set forth herein above, the Union may refer the dispute to Final and Binding Arbitration.

A) Notice – Time Limitation: The Union shall notify the Employer in writing within ten (10) working days after the receipt of the response at Step 3.

B) Arbitration Selection: After timely notice, the Arbitrator will be selected as follows:

The parties shall request that the Public Employment Relations Commission (PERC) submit a list of nine (9) Arbitrators. From the list, each party shall alternately eliminate the name of one (1) person until only one (1) name remains. That name shall be the Arbitrator.

C) All decisions of the arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto no later than thirty (30) days from the date post hearing briefs were submitted and received by the arbitrator. The arbitrator shall make his/her decision solely upon the record presented. All decisions of the arbitrator shall be final and binding upon the Employer, the Union and the complainant. All decisions of the arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in accordance with existing laws, court decisions, PERC and NLRB decisions. In no event however, may the terms and provisions of this Agreement be altered, amended, nullified, modified, added to, or subtracted from by the arbitrator. The arbitrator shall receive for his/her services, such remuneration as from time to time shall be acceptable to the arbitrator and agreed upon by the parties. All fees and expenses of the arbitrator, and other related general costs shall be borne equally by the Employer and the Union. In all matters submitted to arbitration, each party to the arbitration shall bear the entire cost and expense of its own witnesses, attorneys and representatives. The Arbitrator shall be limited to determining whether the County or the Union has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this agreement. The Arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement. The Arbitration hearing shall be convened within thirty (30) calendar days after the selection process is completed. PERC rules and procedures shall govern the hearing. The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision. The Arbitrator shall have no power to make punitive recommendations, but may make the grievant whole. They shall remain strictly within the four corners of the Agreement in making their award, and shall

consider no matters not covered within. The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses, room rental, and cost of record. Each party shall bear the cost of preparation of its own case.

ARTICLE 5 – DISCIPLINE

5.1 The Employer may impose discipline for just cause. Disciplinary actions may include, but not be limited to, the following:

- A.** Oral reprimand
- B.** Written reprimand
- C.** Suspension
- D.** Demotion
- E.** Discharge or termination

The Employer is not required to pursue disciplinary action in any order, method or amount prior to termination of an employee's employment with the County.

5.2 The Employer shall investigate the circumstances surrounding any proposed disciplinary action prior to taking such action. When practical and possible the Employer will discuss the situation and circumstances with the affected employee. Should a meeting be held, it shall be conducted formally, in a private meeting with the employee having the right to Union representation.

5.3 In the event the Employer believes that an employee may be suspended without pay, demoted, or discharged/terminated, then the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) and discipline in writing. The Employer will hold a pre-disciplinary meeting to provide the employee and/or Union representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Employer shall make a determination as to whether to proceed with disciplinary action.

Notice of a pre-disciplinary action meeting shall be dependent on when the Employer concludes its investigation of alleged misconduct(s). Conclusion of the investigation process is dependent on the complexity of the misconduct(s) and the availability of evidence inclusive of witnesses. No pre-disciplinary action meeting with the employee and Union representative is necessary for an oral and/or written reprimand.

5.4 If there is no recurrence of the event prompting discipline, records of discipline shall be removed from the employee's personnel file as follows: oral and written reprimands

after two (2) year period; suspensions and demotions after a five (5) year period; discharge/termination or an unlawful act shall be retained indefinitely.

- 5.5** Any disciplinary action or measure imposed upon an employee may be processed as a grievance. Performance evaluations may not be grieved for any purpose unless they result in an adverse employment action.
- 5.6** Probationary employees may be terminated without cause and without recourse. During the probationary period the employee shall be on a trial basis, during which period he/she may be discharged for any reason without recourse to the grievance or arbitration procedure.

ARTICLE 6 – SENIORITY, PROMOTIONS, LAYOFFS, AND DISCHARGE

- 6.1** When filling vacancies for Lead Worker, all interested Union employees shall be considered. Final selection is solely the Employer's. In the event the Employer determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.

When filling all other vacancies, seniority shall be given preference. However, if the candidate is not qualified for the position as determined solely by the Employer, seniority preference shall not apply.

- 6.2** No employee shall have his/her seniority established prior to completing six (6) months of continuous employment with the Public Works Department. Upon attaining regular employee status, the employee's seniority shall be established from their most recent date of hire.
- 6.3** New employees shall be considered on probationary status for six (6) consecutive months from date of employment. The Employer shall make the sole determination whether an employee is retained beyond the probationary period. Union input will be received as part of the decision making process.

It is further understood that nothing in this Section shall be construed as changing either the authority of supervision of Columbia County Public Works Department nor the terms of the Working Agreement with Union Local #1191-CC.

Any employee(s) who does not report to work after a paid or unpaid leave shall be deemed to have abandoned their employment and thereby relinquishes any further right to employment. The Board of Commissioners, upon appeal of the employee, may extend the time for reinstatement in special situations.

- 6.4** Upon request the Union shall receive copies of any official disciplinary action, demotion, or dismissal.

- 6.5** Notice of job vacancies shall be posted in the County Shop or Garage for a period of five (5) working days within fifteen (15) days after a position vacancy occurs. The position shall then be filled within ten (10) days or the Union shall be advised of the reason for the position not being filled. Any promotion or change in job classification shall be considered temporary for a period of ninety (90) calendar days from the date of promotion or change. Within the ninety (90) day period, if the employee should decide they don't want the job or should the Employer decide the employee is unsuited for the job, the job will be reposted in accordance with the posting requirements specified above. All regular employees shall have the opportunity to bid on any job opening before the bid of a temporary employee may be considered. If no employee shall bid for a job vacancy which the County determines must be filled by an existing employee, due to a need for reduction of work force, the position shall be assigned to the least senior employee. If the assigned employee is unable to perform the responsibilities of the position, within sixty (60) days, he/she shall be subject to layoff and the County may hire a new employee to fill the position.
- 6.6** Employees entering into the Lead Worker position shall be considered on a temporary status, in that position, for six (6) months. The Employer shall make the sole determination whether an employee is retained beyond the probationary period. Union input will be received as part of the decision making process. Within the six (6) month temporary period if the employee should decide they don't want the job or should the Board of County Commissioners decide the employee is unsuited for the job, they shall revert to their former classification without prejudice.
- 6.7** When a job is posted, the posting shall include the normal job description and the wage scale for the job. The job description shall not limit the employee from performing other tasks as needed by the department at their normal wage rate.
- 6.8** Layoff of employees for reduction in work force shall be in reverse order of seniority. The employee shall be given a minimum of ten (10) working days notice prior to layoff. If the position vacated by layoff is deemed necessary to be filled by the Employer, the position will be subject to all bidding procedures of Section 5 of this Article. If, within one (1) year, it is determined the work force may be increased, employees who have been laid off will be given first opportunity for reinstatement in order of seniority. Any employee, who does not return to work within fourteen (14) days of notification, will be considered terminated. Notification shall be by letter.

ARTICLE 7 – PAID HOLIDAYS

- 7.1** Holidays With pay at the regular rate shall be:

New Years' Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th

Each employee shall be entitled to two (2) floating holidays to be scheduled and arranged by the employee after consultation with the department head.

- 7.2** Should any of these holidays fall on Saturday, Sunday, Friday, or Monday will be considered to be the holiday.
- 7.3** Any employee who performs work on any holiday as specified above shall be paid one and one-half (1 & 1/2) times the employee's regular hourly rate of pay for all hours worked plus the holiday pay.

ARTICLE 8 – VACATIONS

- 8.1** Vacation allowance shall be based on the following schedule:

<u>Consecutive Years of Service</u>	<u>Days per Month</u>	<u>Per Year</u>
0 to 3 Years	1 day	12 days
3 to 5 Years	1 ¼ days	15 days
5 to 10 Years	1 ½ days	18 days
10 to 15 Years	1 ¾ days	21 days
15 years or more	2 days	24 days

- 8.2** Vacation time may be accumulated to a total of three hundred (300) hours for all employees.
- 8.3** Accumulated vacation days may exceed the maximum of three hundred (300) hours during the year, but shall be reduced to the maximum limits by December 31, of each year. Payoff of accrued annual leave upon retirement or termination shall at all times be limited to two hundred forty (240) hours.
- 8.4** An employee will be granted accumulated vacation only when previously approved by their supervisor. The employee will be notified at least quarterly of his/her earned annual leave accumulation.

ARTICLE 9 – SICK LEAVE AND BEREAVEMENT LEAVE

- 9.1** Sick leave provisions shall be as follows: One (1) working day per month. This may be accumulated to a maximum of one-hundred twenty (120) working days. The employees will be notified at least quarterly of his/her earned sick leave accumulation.
- 9.2** Upon retirement of a Public Works Department employee, or to their estate upon death, or upon leaving employment after five (5) years of service, fifty percent (50%) of all accrued sick leave will be paid to the employee, not to exceed sixty (60) days.
- 9.3** Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and/or vacation in the amount of the difference between their regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the three (3) days shall be credited to Columbia County from money due the employee in the next payroll period. The pro-rate part of sick leave as determined by the ratio of sick leave and State Industrial compensation shall be charged to the employee as time off the job. Employees may buy back any sick and/or vacation used due to an on-the-job injury within one hundred twenty (120) days of their return to work.
- 9.4** Granting of accumulated sick leave shall be subject to the employee's certification for illness, injury or medical appointment for the employee or their immediate family upon request of supervisory personnel. Employees shall be required to notify the Employer prior to the beginning of the first work shift for each illness, injury or medical appointment.
- 9.5** **Bereavement Leave:** Up to three (3) days with pay, will be allowed each regular employee for each death in an employee's immediate family when the death is a spouse, child, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, stepparent of the employee, or any relative living in the immediate household of the employee.

ARTICLE 10 – WORKING REGULATIONS

- 10.1** The work week shall be forty (40) hours of work, to consist of five (5) consecutive eight (8) hour days, beginning on Monday and ending on Friday. During a 5/8 work schedule, the work day shall commence at 7:00 a.m. and end at 3:30 p.m. If any change in the assigned work week is to be made, it must be mutually agreed to by a representative of the Union, the affected employee(s), and Management. The Employer may institute a work week of four (4) consecutive then (10) hour days for Public Work employees. The Employer agrees to provide fifteen (15) calendar days notice prior to the commencement of a four (4) ten (10) work schedule and seven (7) calendar days' notification prior to termination. A change in schedule to four (4) ten (10) hour work days shall occur only

during daylight savings time. During a four (4) ten (10) schedule only hours worked in excess of the (10) hours in any one (1) day, shall be compensated for at the rate of one and one-half (1 ½) times the regular rate of pay. The work day for a four (4) ten (10) work week shall commence no earlier than 6:00 a.m. and end no later than 5:30 p.m.

Vegetation Management: Starting hours shall be as close to sunrise as possible to allow the maximum number of hours available for vegetation management before weather conditions prohibit spraying.

Solid Waste Transfer Station: The work week for the employee regularly assigned to this operation includes Saturday as a normal day of work. The work week for the employee regularly assigned shall be forty (40) hours of work beginning on Tuesday and ending on Saturday.

Under emergency conditions, the Employer may institute temporarily, for the duration of the emergency, a change in the work schedule. The County shall be the sole determiner of whether or not an emergency situation exists. An emergency situation is an incident or condition such as snow, ice and/or flood conditions or other circumstances generally injurious to safety or health that require response and services of public works employees. In such event, the County may require all or some employees to report and/or remain on duty in order to be prepared for trouble calls or in order to perform work.

- 10.2** The employee shall travel to and from work from regularly assigned headquarters, in transportation furnished by the Employer.
- 10.3** Other arrangements may be made by mutual consent for the convenience of the Employer and the employee.
- 10.4** Employees shall be responsible for the servicing of the equipment, which they operate, (such as grease, fuel, oil, etc.) on County time.
- 10.5** An employee who is designated by the County Engineer or Operations Supervisor to temporarily work as the Operations Supervisor will be paid \$1.00 per hour above their current wage rate, during regular business hours, for the period of such assignment.
- 10.6** Any employee called to work outside of their regular scheduled shift shall be paid for a minimum of two (2) hours.
- 10.7** It shall be the working practice for overtime to be voluntary out of politeness and individual consideration to the employee. However, in occasional unusual emergency circumstances, it may be necessary for overtime to be required of employees.
- 10.8 Overtime:** Work in excess of forty (40) hours in any one (1) week, or scheduled workdays of eight (8) hours or ten (10) hours in a work day, will constitute overtime and will be paid for at one and one-half (1½) times the base hourly rate. Paid leave shall be

considered “hours worked” for purposes of computing overtime. The supervisor shall attempt to distribute overtime reasonably consistent with utilizing regularly assigned operators of equipment used in overtime or special work whenever possible, but Management shall reserve the right to assign equipment as needed. Also, supervisors shall, as far as possible divide overtime in an equitable manner among regular employees. A list of overtime worked by regular employees will be posted twice a year. Compensatory time will be handled per the County personnel policy.

10.9 All paid hours of leave such as vacation, sick leave, and holidays shall be considered as hours worked. Provided further that in cases of continued absence of an employee, due to sick leave for more than ten (10) consecutive days, calculation of sick leave and annual leave cease until the employee’s return to work.

10.10 Any Public Works Department employee who is called for jury duty shall receive from the Employer their regular pay for the actual time they are required to be absent from work because of such jury duty less any amount paid them for such jury duty. Any such absence shall not be counted as accumulated sick or annual leave.

10.11 Insurance Benefits:

- a) For employees hired prior to January 1, 2013, the Employer’s maximum insurance contribution will be capped at nine hundred and fifty dollars (\$950.00) per month.
- b) For employees after January 1, 2013, the Employer’s maximum insurance contribution will be capped at eight hundred dollars (\$800.00) per month.
- c) The parties agree to open the contract at the discretion of the County to address any impacts of the Affordable Care Act, including addressing impacts/offsets of any excise tax application to current plans.

10.12 First –Aid and Safety Training required by the Employer shall be conducted on County time and hours of attendance shall be considered as hours worked.

10.13 L&I Premium – Effective for 2016 the Employer will pay 2/3 of the employee portion of the L&I premium. Effective for 2017 the County will pay 1/3 of the employee portion of the L&I premium. Effective for 2018 the County will pay its portion and the employees will pay their portion of the L&I premium as set forth by the State.

10.14 The Employer agrees to provide each employee two (2) hours paid leave every two (2) years for Commercial Driver’s License (CDL) physicals and license renewal.

10.15 The Employer agrees to allow employees of Local 1191-CC to participate in the existing VEBA plan, subject to any requirements and/or restrictions of the insurance provider.

ARTICLE 11 – WAGE RATES

- 11.1** The Board agrees to meet at least once during the term of the contract with a committee from the Union employees to discuss wages.
- 11.2** Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix “A”. The attached Wage Schedule shall be considered a part of this.

Effective for 2016 see attached wage matrix

Effective as of 1-1-2017 and 1-1-2018 – wages to be increased by 100% of the US All Cities CPI-W (Sept-Sept) index with a minimum of 1.5% and a maximum of 2.5%.

The County may recognize service credit for new employees coming from other municipalities for placement on salary schedule. This service credit recognition for wage placement will not affect seniority within the Union.

- 11.3** Longevity pay step increases shall be effective on the first day of the month in which the employment anniversary occurs.

ARTICLE 12 – UNIFORM AND PROTECTIVE CLOTHING

- 12.1** The Employer agrees to pay to a maximum of \$300 every two years for the purchase of work boots. Verification of purchase must be provided to the County Engineer.

A Work Boot shall be defined by the Columbia County Safety Policy. Use of safety boots shall be mandatory for all employees.

ARTICLE 13 – UNION/MANAGEMENT BUSINESS

- 13.1** Union officers and elected delegates shall be granted up to a maximum of eighty (80) hours per year with pay for negotiations with the Employer or their designees, and the conduct of other general Labor/Management business, or travel as may be authorized by the Employer.
- 13.2** **No Strike-No Lockout:** The parties to this Agreement agree that there shall be no strike or job action on the part of the Union or its members in the bargaining unit during the life of this contract, nor shall there be any lockout on the part of the Employer during the life of this contract.

ARTICLE 14 – TERMINATION

- 14.1** This contract shall remain in full force for three (3) years effective 1st January 2016 and shall remain in effect until the 31st day of December 2018. Either party can reopen negotiations on all parts of this Agreement ninety (90) days prior to termination date by submission of such request in writing to the other party.

ARTICLE 15 – SAVINGS CLAUSE

- 15.1** Should any part hereof or any provision herein be rendered or declared invalid by reason of an existing or subsequent legislation, or by decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portion thereof and they shall remain in full force and effect.

ARTICLE 16 – SUPPLEMENTAL AGREEMENT

- 16.1** Any portion of this working contract may be amended at anytime provided both parties agree in writing as to which portions of this Agreement are to be discussed. This mutual agreement shall quote verbatim the language in the existing contract to be discussed for possible addition, deletion or amendment. Items and/or subjects not directly quoted in the above mentioned agreement shall not be reviewed or revised in anyway during the life of the working contract, nor shall discussion of any subject invalidate any terms of this working agreement: Provided that nothing in this clause shall be interpreted as altering in anyway the normal procedure of annual contract negotiations for the next calendar year.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

- 17.1** A leave of absence without pay, not to exceed thirty (30) days, may only be taken by request to and approval of the County Commissioners. The Board of Commissioners will determine the duration and conditions of any leave of absence. Unauthorized leave of absence will not be allowed. Leave of absence without pay may be considered for the following hardship reasons:
- a) Extended illness of the employee or his immediate family after use of all accrued sick leave and vacation time.
 - b) Bona fide emergency as determined by the Board of County Commissioners. For the duration of the leave of absence without pay, all fringe benefits provided herein will terminate; including group health insurance and retirement credits. During the period, the employee will not accrue seniority right, vacation or sick leave.
 - c) Other Hardship reason approved by the Board of County Commissioners.

- 17.2** The employee may elect to make payment of group health insurance premiums during this period as provided by the trust agreement with the Washington Counties Insurance Fund.

ARTICLE 18 – FAMILY MEDICAL LEAVE

- 18.1 Family Medical Leave Act:** Columbia County supports the Family Medical Leave Act (FMLA). Administration of FMLA shall be in accordance with the Columbia County Personnel Policy and all applicable laws.

ARTICLE 19 – SICK LEAVE SHARING


- 19.1.** The County agrees to reinstate six hundred (600) hours as of January 1, 2013 to the Sick Leave Sharing Bank with the following conditions:
- a) When the six hundred (600) hours are used up the Sick Leave Sharing Bank program will no longer exist.
 - b) An equal number of Employer and Employees of Local 1191-CC personal shall meet as a committee within a reasonable amount of time to decide on a plan to govern the use of six (600) hours.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands this 19th day of January 2016.

FOR THE EMPLOYER:

FOR Local 1191-CC:

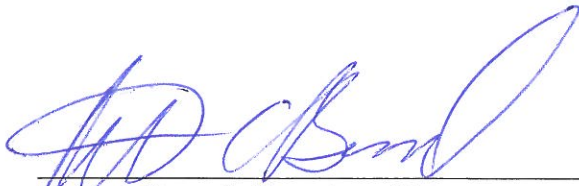

Chairman – Board of Columbia County
Commissioners


Kevin Dougherty
Staff Representative


County Commissioner


Jeff McCowen, President


County Commissioner


Robert Benzel, Secretary/Treasurer


Greg Fullerton, Shop Steward

APPENDIX A

2016 Wage Schedule for Operator (CDL)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Probation	Probation to 4 Years	4 Yr+1 Day to 8 Yr	8 Yr+1 Day to 12 Yr	12 Yr+1 Day to 16 Yr	16 Yr+1 Day to 20 Yr	20 Yr+1 Day
\$19.76	\$20.30	\$20.86	\$21.46	\$22.06	\$22.67	\$23.35
\$3,424.30	\$3,518.84	\$3,615.13	\$3,720.17	\$3,823.46	\$3,930.25	\$4,047.54
\$41,091.65	\$42,226.08	\$43,381.52	\$44,642.00	\$45,881.47	\$47,162.96	\$48,570.50

- Operator (Non CDL) paid \$2.00 per hour less than Operator (CDL)
- Lead Worker paid \$1.00 per hour more than Operator (CDL)
 - No additional compensation for required certifications for Lead Worker position
- Certifications:
 - Public Applicator's License (3 Positions) - \$0.25 per hour more
 - Hazardous Waste Operations and Emergency Response (2 Positions) - \$0.25 per hour more
 - Flagging Instructor with Traffic Control Supervisor (1 Position) - \$0.50 per hour more
- For employees with longevity of 25 years + 1 Day, \$100.00 per month more