ARTICLE 3 T.A.

RECOGNITION - BARGAINING UNIT - UNIT WORK - UNION MEMBERSHIP

**The County will withdraw its proposal to remove "or classification" if the Union withdraws its proposed modifications to Article 14.5 and the removal of "Human Resources" in Article 14.6 T.A.

3.0 Recognition - Bargaining Unit - Exclusion

3.1 The County hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended, of Engineering-Department Public Works and Utilities-Department Environmental Services departments regular full-time and regular part-time employees, but excluding Extra Help employees, whose classifications are listed in the schedule of wages attached hereto.

3.2 For purposes of this Agreement, employees working twenty (20) hours per week or more, shall be considered full-time employees but shall have their benefits as prescribed herein accrued on a pro-rata basis.

3.3 Employees in subsection 3.1 shall be meant to exclude all temporary employees as defined in Article 14, Section 1, of this Agreement.

3.3 Recognition as the exclusive bargaining representative shall be interpreted to mean that the County will make no changes in wages, hours, working conditions, or fringe benefits, or classifications without first negotiating with the Union. If a new classification is created in the bargaining unit, the County will provide the Union notice and the opportunity to meet and discuss.

3.5 Work which has historically been done exclusively by bargaining unit personnel shall not be assigned to non-bargaining unit employees if such assignment caused the layoff or reduction of bargaining unit employees.

3.6 The County agrees to deduct from the paycheck of each employee monthly dues if the employee has signed a dues deduction authorization card. The amount deducted shall be transmitted monthly to the Union on behalf of the employees who authorized the deduction. The County shall continue to deduct dues at rates specified by the Union. The employee’s authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the written authorization or cancellation notice. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deduction.

3.7 Once a month, the Payroll Department will provide the Union office with a list of names, classifications, and hire dates for all new hires (temporary and regular) into the Union bargaining unit. The list shall also include names of employees who have resigned, retired, or promoted out of the bargaining unit and last day worked in bargaining unit position. Upon receipt of written authorization individually signed by a bargaining unit employee, the County auditor shall have deducted from the pay of such employee the amount of dues as certified by the Union and shall transmit deducted dues to the Union office.

Voluntary PAC - Union and their members have expressed an interest in deducting from their salary contributions to Political Action Committees, which is in addition to their monthly Union dues. Union, its members and County will follow the procedure as outlined below to facilitate this interest. The County shall deduct from the pay of each employee, each month, who furnishes a written original authorization form signed by the employee to the Auditor’s Payroll Department. The first deduction will take effect at the end of the month following the month the written authorization for deduction is received. The deduction will occur once per month on the last pay period of the month. (i.e.,
Authorization is given to County Payroll in the month of February; the first deduction will start March 31st.

The County will only make the deduction if there is an authorization form on file.

The County shall transmit to Union, on a monthly basis, in one check, the total amount deducted accompanied by each contributing employee's identification number, name, and the amount deducted from that employee's paycheck.

The County will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to PTE Local 17 PAC, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law.

The Union shall utilize its internal process to refund employee Union dues erroneously deducted by the County and paid to the Union.

3.8 The County will notify the appropriate Steward, by way of Personnel Action Form, of all personnel actions adversely affecting the pay of employees included in the bargaining unit within fifteen (15) calendar days after said action becomes effective.

3.9 The County will provide the Union access to all employees and/or persons entering the Bargaining Unit. The County will allow the Union at least thirty (30) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite, virtually, or mutually agreed upon location.

[Signature] - 9/30/2021

[Signature] - 9/30/2021
ARTICLE 10 T.A.
HOLIDAYS

**Tentative Agreement**

10.1 Enumerated - Weekend Observance

10.1.1 The following are holidays with pay:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Day
- Two (2) One (1) Personal Holidays

January 1
3rd Monday in January
3rd Monday in February
Last Monday in May
June 19 (beginning in 2022)
July 4
1st Monday in September
November 11
4th Thursday in November
4th Friday in November - Friday
immediately following Thanksgiving
December 25

10.1.2 In addition to those listed in 10.1.1 above, any day designated by proclamation of the President of the United States as a legal holiday, defined here as a one-time, non-recurring holiday.

10.1.2.1 If an employee is scheduled and is required by management to work on the one-time, nonrecurring holiday, the employee shall schedule an alternative day off with pay after consultation with the employee’s supervisor.

10.1.2.1 Article 10.2.2 below or Article 17.4.4, shall not apply to a one-time nonrecurring holiday.

10.1.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

[Signatures and dates]
ARTICLE 12
COMPENSATION AND PAY PLAN

12.1 Wages—Local 17 members will use the expanded wage table for appropriate salary range.

---The 1st of the month following ratification, all employees will be placed at the nearest step of their classification’s wage scale, listed in Appendix A, that is closest to their current wage, without a reduction in their hourly rate.

---On the 1st pay period of the month following ratification and approval by the Board of County Commissioners, all employees will be placed at the step closest to their current hourly on their classification’s wage scale listed in Appendix A, without taking a pay cut and without creating instances of leapfrogging.

---All members of the bargaining unit will receive a $500 signing bonus upon ratification of the agreement.

---The following will also be completed upon ratification:
  "—Any employees placed at Step #11 or below on the new wage scale, will then be moved up two (2) additional steps.
  "—Any employee placed at Step #12 on the new wage scale, will then be moved to Step #13. In addition, those employees will receive a one-time, prorated, lump sum amount of an annualized 2.8%.
  "—Any employee placed at Step #13 on the new wage scale, will receive a one-time, prorated, lump sum of an annualized 5.6%.
  "—Any employee who has a hourly wage rate above the top of wage scale for their classification, will receive a one-time, prorated, lump sum of an annualized 5.6%. In addition, any employee who has a hourly rate above the top of the wage scale for their classification in Year 2 & Year 3 of the contract, will receive 1.6% lump sum payment on the first pay check following their annual-step increase date.

---Effective the first full pay period following January 1, 2022, the scale will be increased by 2.58%. Any employee who has a hourly wage rate above the top of wage scale for their classification, will receive a lump sum payment equal to the COLA increase.

---Effective the first full pay period following January 1, 2023, the scale will be increased by 2%. Any employee who has a hourly wage rate above the top of wage scale for their classification, will receive a lump sum payment equal to the COLA increase.

12.2 Employees shall be compensated according to the wage schedule attached to this Agreement and marked Appendix A.

12.3 During the life of this Agreement, the assigned salary ranges shall not be changed without prior written agreement of the parties’ signatory to this Agreement.

12.4 The Union and the County agree to abide by the provisions of the County Pay Administration Plan.

12.5 Step Increases:

12.5.1 Beginning January 1, 2022, employees will no longer receive step increases on their annual step increase date and all employees will receive a step increase upon the first full pay period following January 1 each year provided supervisor indicates satisfactory performance. Step increases shall occur on the employee’s annual step increase date provided supervisor indicates satisfactory performance. Be automatic based solely on performance. Performance will be evaluated via the Department’s performance appraisal system.
Step increase will be based solely on performance. Performance will be evaluated via the Department’s performance appraisal system prior to the member’s anniversary date. Annual step increase dates will be used to determine when an employee may be considered to receive a step increase. Increases for Steps 2 through 13 would require that the employee receive a satisfactory performance indication by their supervisor. All “successful” ratings. No ratings can be below successful for a Step increase. Percentage employees review dates shall be based on the equivalent time required of a normally-scheduled full-time employee.

All employees who have already received their six (6) month step increase, and the supervisors have indicated satisfactory performance deemed their performance “successful” and are therefore eligible to receive a step increase, will move two steps on the wage scale on the first full-pay period following their annual step increase date.

12.5.2—Anniversary dates will be used to determine when an employee may be considered to receive a step increase.

12.6 Step Increase Process:

12.6.1—Maintain status quo during 2018: step increase for both new hires and regular employees hired after October 1, 2014, will be 2.56%.

12.6.2.212.6.1 New hires: first step increase after hire (at 975 hours at 975 hours/6 months) will always be 2.56% one step; subsequent step increases will be 5.12% two steps.

12.6.2.3 Regular employees: scheduled step increases will be 5.12 two steps%.

12.6.3—No employee shall suffer a loss or reduction in base pay.

12.6.4 This pay step system will apply only to employees currently on the 13-step system.

Examples:

<table>
<thead>
<tr>
<th>Employee A: (new hire)</th>
<th>Employee B: (current employee, hired 2/1/16)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/18 - hired at step 1</td>
<td>8/4/17 - annual step increase, to step 3 (2.56%)</td>
</tr>
<tr>
<td>8/1/18 - 1st step increase, to step 2 (2.56%)</td>
<td>8/1/18 - annual step increase, to step 4 (2.56%)</td>
</tr>
<tr>
<td>8/4/19 - annual step increase, to step 4 (5.12%)</td>
<td>8/4/19 - annual step increase, to step 6 (5.12%)</td>
</tr>
<tr>
<td>(annual step increases 6, 8, 10, 12)</td>
<td>(of annual step increases 8, 10, 12)</td>
</tr>
<tr>
<td>8/1/24 - final step increase from step 12 to step 13, increase of 2.56%</td>
<td>8/4/23 - final step increase from step 12 to step 13, increase of 2.56%</td>
</tr>
</tbody>
</table>
12.7 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered.

1) Direct Deposit
   The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2), below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period. The employee is responsible for informing the county of any changes in their designated financial institution.
   Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

2) Physical Checks
   A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:
   a) The first paycheck of a new hire for a permanent position;
   b) The last paycheck coinciding with or following separation from employment;
   c) A paycheck produced solely to correct an error; or
   d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

12.8 Longevity:
   A monthly longevity bonus will be paid an employee, in addition to employee's regular rate of pay, if the employee has continuous service from the time of appointment to regular full-time employment. Payments will be calculated as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 7 years</td>
<td>$90 $40</td>
</tr>
</tbody>
</table>
12.0 Parity/Me Too Clause—During the three (3) year term of this labor agreement, if a COLA or changes in insurance benefits are granted by Spokane County to the Public Works Guild (PWG) or Master Contract, the following will apply:

- Interest arbitration groups are specifically excluded as a comparison bargaining unit and this Parity/Me Too clause;
- Local 17 members will receive the same change effective the same date as when the change is effective in the PWG or Master Contract for only those Local 17 members on the payroll on the effective date of any change. For example, if a Local 17 member’s employment is severed prior to the change being effective, this employee is not eligible for the change; and
- If the PWG or Master Contract receiving the change provided a trade-off or concession in exchange for the change, Local 17 will have to match the trade-off or concession to receive the benefits of the change.

A. Louie / 9/30/2021

B. [Signature] / 9/30/2021
Article 14 T.A.
Classifications

**If the Union is willing to withdraw its proposals for Article 14.5 & the removal of “Human Resources” in Article 14.6, the County will agree to withdraw its proposal to remove “or classification” in Article 3.3 T.A.

14.3 Positions and Classification Specifications

14.3.1—Position: Single job. An aggregate of duties and responsibilities assigned by Department management to be performed by one employee within the Department.

14.3.2—Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, and pay grade. Different positions within a classification may use different selection factors and recruitment processes.

14.3.3—The County agrees to update the classification specifications in a timely manner. The Union will have the opportunity to negotiate the impact from changes to the existing classifications.

14.4 Creation of New Classifications

When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:

14.4.1—A job analysis form shall be submitted by the Department to Human Resources for evaluation.

14.4.2—Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed position. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities of a new position or a reclassification fit within an existing classification, it will be designated as such.

14.4.3—After Human Resources designates the new classification have twenty (20) calendar days following receipt thereof to review the determination, and during this period request to negotiate the impact of implementation. In the event that no agreement is reached, the matter may be referred to Step 4 (arbitration) of the grievance procedure.

14.5 Out of Class Pay

When an employee performs work at the written request of the Department Head, Elected Official or designee for two (2) hours or more
in a work day, in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified position at the closest Step that results in a minimum of a 5% increase in pay, but does not exceed the range of the higher classification. Out of class pay will not be authorized in any case if there is no position in the department/division in the classification for which out of class pay is being requested. The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, and essential functions of the higher job classification and be paid the out of class pay if the temporary work is out of class.

14.5.1 An employee who has been assigned by management or their immediate Supervisor to perform the essential duties of a higher job class for more than one-half(½) of a day and requests out-of-class pay their time card shall be paid for all such work at the higher rate of pay. The minimum increase will be equivalent to at least two step (5.12%) increase over the employee's regular rate of pay not to exceed the maximum compensation of the higher classification. Written/verbal approval shall be obtained from management or the immediate supervisor prior to working out-of-class, and shall be signed off on the employee's timescard.

14.5.2 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary, but is expected to exceed six (6) months, a competitive recruitment following the normal procedure will take place. It will be made clear to those applicants that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, uninterrupted and will continue to accrue during the time of temporary assignment.

14.5.3 If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 5 of this Article. If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

14.6 Reclassifications

14.6.1 Requests:

14.6.1.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant change in duties and responsibilities. All requests shall be submitted on a standard reclassification form.
44.6.1.2 Positions submitted for reclassification consideration, related to a nine (9) month out-of-class assignment must have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have 10 working days to respond in writing to the request and/or forward the request to HR.

44.6.1.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or Department must detail those duties that are contained within the class specification, which the employee is seeking to move to that are not contained within the employee's current class specification. Additionally, the requestor must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have ten (10) working days to respond in writing to the request.

If there is no concurring signature from the Department Head or designee in either case described in 44.6.1.2 or 44.6.1.3 above, the employee must discontinue performing the out-of-class duties that formed the basis for the request. Additionally, the supervisor must assure there is no assignment of out-of-class duties. If the employee and supervisor agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification, the reclassification request may be submitted to step 3 of the grievance procedure.

Once Human Resources has received the reclassification request, they will respond within thirty (30) days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) days.

44.6.1.4 If agreed to, and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Department Head or designee.

44.6.1.5 If there is disagreement by the Department Head or designee, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is
received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Department Head or designee.

4.6.4.6 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Department Head or designee.

4.6.4.7 If there is no concurring signature from the Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 4 (arbitration) of the grievance procedure.

4.6.4.8 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.

The Union may make requests to the Department Head and/or designee, along with Human Resources, to review up to three (3) individual positions per year to see if the employees are working out of their classification.

If after review, Human Resources and the Department Head and/or designee agree that the employee is working outside of their classification, the following options may take place:

1) The Department Head and/or designee may reassign the additional duties to the appropriate classification or,

2) If the Department Head and/or designee decide to post the reclassified position, the normal hiring procedure under Article 15 will be applied.

The position that the employee was determined to be working in, will be posted for five (5) ten (10) days. After the five (5) ten (10) day application period, the Department Head and/or designee will review all applications and award the position to the most qualified applicant.

If after review, Human Resources and the Department Head and/or designee disagree that the employee is working outside of their current classification no further action will be taken.

[Signature]
9/30/2021

[Signature]
9/30/2021
**Tentative Agreement**

15.1 **Vacancies**

15.1.1 **Posting - Information - Application**

Whenever it is necessary to fill vacancies in existing positions or newly created regular positions, the following procedure shall be utilized:

15.1.1.1 A description of the position shall be posted for a minimum of ten (10) working days in a place conspicuous to the employees.

15.1.1.2 One (1) copy of the description shall be given to each steward.

15.1.1.3 The description shall include information describing the job and the desired qualifications for the information of the applicant. The posted description will designate the location (or person) where completed applications are to be submitted.

15.1.1.4 Applicants for the initial posting shall be notified of any subsequent vacancies in the classification, which are to be filled from the posting.

15.1.1.5 Regular employees and probationary employees in the bargaining unit who are interested in the vacancy must sign the posting and submit a completed County employment application to the location (or person) designated on the posting.

15.1.1.6 A separate application must be submitted for each position posted.

15.1.1.7 A regular employee who is on authorized leave during the posting period will be permitted to submit an application within three (3) working days after expiration of the posting period, except for entry level positions.

15.1.1.8 Posted vacancies shall be filled within thirty (30) calendar days after posting closes, or the Union shall receive written explanation from the County, as to the reasons said vacancy was not filled.

15.1.2 **Appointments to Vacancies**

Vacancies in existing regular positions, or newly created regular positions, in the bargaining unit shall be filled in the following manner:
15.1.2.1 Initial consideration for filling a vacancy shall be given to regular employees who were members of the bargaining unit at the time of the posting and who are deemed, by the interview panel, to have the necessary qualifications and abilities to be successful in the position. have the necessary qualifications as agreed to between the Union and the County. Probationary employees who have served a minimum of six (6) months may be considered.

15.1.2.2 Interviews of candidates for all vacancies within the bargaining unit shall be conducted by a panel comprised of a minimum of three (3) interviewers, including at least one employee appointed by the Union.

15.1.2.3 Reviews of internal applicants for existing and newly created positions shall be based on the employee’s ability to perform the work, and work record.

15.1.2.4 Reviews of internal applicants who are seeking to voluntarily demote or to transfer from their current position to another position within the same job classification may include a review of staffing needs, the priority of work performed in the applicant’s current position and the applicant’s skills.

15.1.2.5 Where employees’ ability and work records are equal, the following order of preference shall be given to applicants:

15.1.2.5(a) Regular employees voluntarily demoting.

15.1.2.5(b) Regular employees seeking to transfer from their current position to another position within the same job classification.

15.1.2.5(c) Regular employees seeking to promote.

15.1.2.6 Promotions shall be determined through a competitive evaluation process, which will be equally applied to all applicants.

15.1.2.7 If disputes arise over promotions, prior to initiating a formal written grievance procedure, the employee, steward or representative shall request and be provided with management’s justification of selection of promotional applicants. The request shall be directed to the Department Head or their designee.

15.1.2.8 Should no regular/probationary bargaining unit employee apply or meet the minimum requirements necessary qualifications and abilities for a vacant position, then applications may be solicited from any external candidate. seasonal employees, temporary (extra help) employees, and personnel outside the bargaining unit. The application process for seasonal employees, temporary employees, and outside personnel will be conducted by the
Human Resource Department using their usual procedures. If the only application submitted is from a probationary employee, management retains the ability to solicit applications generally with the Human Resources Department using their usual procedures.

15.1.2.9 When filling a vacancy within the Department but outside the bargaining unit, consideration shall be given to interested and qualified employees within the bargaining unit.

15.1.2.10 Advanced step placement may be awarded to existing employees upon promotion or transfer if the employees' experience and/or education merits the advanced placement.

15.2 Probation

15.2.1 New Employee - Trial Service Status - Time Limits

15.2.1.1 A newly hired employee must serve a one (1) year probationary period. During the probationary period, the Department Head or their designee shall have sole discretion to discharge such employee without recourse by the employee to the grievance procedure.

15.2.1.2 Should an employee fail to satisfactorily complete the probationary period, the Department Head or their designee may extend the probationary period up to a maximum of six (6) additional months, with the written consent of the Union and the employee.

15.2.1.3 Upon satisfactory completion of the probationary period, the new employee shall be given regular status in that position.

15.2.1.4 Seasonal employees who become regular employees shall be hired at a minimum rate of pay equivalent to their current pay step. (Subject to the provisions of Article 15.2.1)

15.2.2.0 Regular Employees

15.2.2.1 Promotional or Transfer Trial Service-Time Limit

15.2.2.1(a) Regular employees of the Departments who are or transferred to fill a vacancy must satisfactorily complete a three (3) month trial service period.

15.2.2.1(b) Upon satisfactory completion of the trial service period, the employee shall be given regular status in that position.

15.2.2.2 Counseling-Evaluation-Reversion-Appeal

15.2.2.2(a) At the conclusion of the third month of the trial
service period, the supervisor shall conduct an performance review, signed employee, which shall reflect the employee's performance to that date.

15.2.2.2(b) Should an employee fail to satisfactorily complete the trial service period, the employee shall be automatically reverted to a position in their former classification in the case of promotion, or to a similar position in the same classification in the case of transfer.

15.2.2.2(c) If the performance of the employee has not been found satisfactory, the Department Head will so inform the employee in writing, thirty (30) days or more prior to the anniversary date.

Joshua Grant - 9/30/2021

9/30/2021
**Tentative Agreement**

**ARTICLE 17 T.A.**

**HOURS OF WORK**

17.1 Definitions

17.1.1 Office Employee

An employee who works a regular shift in the Public Works Building.

17.1.2 Field Employee

An employee who works in the field or at a construction site.

17.2 Hours of Work

17.2.1 Basic Work Week - Basic Work Day

17.2.1.1 The normal work week for employees covered by this Agreement shall consist of five (5) consecutive days of work within any seven (7) day period. This shall not mean that alternative work schedules may not be offered and/or worked if mutually satisfactory to the Department and the employee(s).

17.2.1.2 The work day for all full-time bargaining unit employees shall consist of eight (8) hours of work. Time on the job shall be eight and one-half (8 1/2) hours with a minimum one-half (1/2) hour for lunch.

17.2.2 Rest Periods

One (1) fifteen (15) minute rest break will be provided during each one-half (1/2) work day.

17.3 Overtime

Work performed in excess of the normal hours performed in a work week or in excess of the normal hours performed in a work day shall be compensated at the rate of one and one-half (1 1/2) times the employee’s regular rate of pay except as provided for in Section 2, Article 10, Holidays. All overtime work and/or pay must be pre-authorized.

Paid leave time (for example annual/vacation, sick, bereavement, holiday, compensatory) shall not be considered as work performed when calculating eligibility for overtime as specified above.

17.3.1 Compensatory Time

Each of the Divisions of Public Works (Engineering and Utilities) under this agreement may separately determine whether or not to allow for a compensatory time program. If a Division allows for a compensatory time program, the following provisions shall apply:
17.3.1.1 By mutual agreement between management and the employee, authorized in advance, the employee may have overtime work compensated by compensatory time off. If the compensatory time option is exercised, the employee’s compensatory time is calculated the same as overtime. The compensatory time off will be accrued at one and one half (1 ½) hours for each hour of overtime worked.

17.3.1.2 Compensatory time off should be used within 12 months of the time it was earned, except as provided below for Engineering Division Family #1 (Table A).

17.3.1.3 Employees in Engineering Division Family #1 (Table A) will be allowed to accrue a maximum of two hundred forty (240) compensatory hours. The intent of this high maximum accrual is to allow the employees working in Engineering Division Family #1 (Table A) to accrue up to this level during the busy construction season. Additionally, for employees in Engineering Division Family #1 (Table A), the accrued compensatory time should be used prior to March 31 of the year following the construction season. Any compensatory balance not used by March 31 of each year will be paid to the employee in Engineering Division Family #1 (Table A) at the rate in effect at time of payout.

17.3.1.4 Employees in the other Families should not accrue more than 40 compensatory hours.

17.3.1.5 Compensatory time may be taken at times mutually agreed to by the employer and the employee. Failure on the part of the employer and employee to agree on when the compensatory time may be taken shall not be grievable.

17.3.1.6 Compensatory time on the books at the time of separation from service shall be paid at the rate of pay in effect at the time of separation.

17.3.1.7 At the time of transfer from Engineering Division Family #1 (Table A) to another Engineering Division Family, compensatory time on the books over 40 hours shall be paid at the rate of pay in effect at the time of the transfer. All compensatory time on the books will be paid at the rate of pay in effect at the time of transfer from one Division to another.

17.4 Change of Schedule - Call Back

17.4.1 Work Schedule Change - Notice

The County may change an employee’s work schedule. Such change may include four (4) ten (10) hour days, however, at least three (3) working days’ notice of change of working schedule shall be given to the employee except in emergencies.

17.4.2 Shift Schedule Change - Rate Differential
When a shift schedule change involves a period in excess of one (1) working day, the employee shall be paid a shift schedule differential rate of seventy-five (75) cents per hour for all hours between 6:00 p.m. and 6:00 a.m. for the entire period of the shift schedule change.

17.4.3 Call Back - Minimum Hours

Whenever an employee is called back to work without prior notice after completion of their regular work day, they shall receive a minimum of three (3) hours pay at the overtime rate of pay for each separate call-back provided that payment for separate call-backs shall not overlap.

17.4.4 Holiday Call Back

In addition to the holiday pay provided under Article 10 when an employee is called back to work on an actual holiday (employees who are called back to work on an observed holiday that is not the actual holiday will be paid for work performed on the observed holiday in accordance with 17.4.3) the employee shall be paid overtime pay for the hours worked or eight (8) hours at straight time, whichever is greater, regardless of the number of call backs that occur on the holiday.

17.5 Standby – Traffic Sign/Signal Technicians/Landfill Environmental Technicians/Environmental Services Employees

Traffic Sign and Signal Technicians and Landfill Environmental Technicians, as determined by the County Engineer, and Wastewater Operations employees and Landfill Environmental Technicians, as determined by the Environmental Services Director, who are who are scheduled to be on “stand by” during off-duty periods, shall receive compensation in addition to that otherwise specified in this Agreement for all such standby periods as follows:

regularly required to standby during off duty periods, shall receive compensation, in addition to that specified in Appendix "A", for all such periods of standby as follows:

17.5.1 $4.60 4.25 per hour will be paid for each hour on standby. Standby times begin:

a) At the end of the regularly scheduled work shift Friday afternoon (i.e. 4:00 pm) to the beginning of the regularly scheduled work shift the following Monday morning (i.e. 7:00 am);

b) At the end of the regularly scheduled work shift on Monday, Tuesday, Wednesday and Thursday afternoons (i.e. 4:00 pm) to the beginning of the regularly scheduled work shifts on Tuesday, Wednesday, Thursday and Friday mornings (i.e. 7:00 am); and

c) At one minute after midnight on any of the holidays listed in Article 10, excluding Personal holidays, for a period of twenty-four (24) hours, ending at midnight on the calendar holiday.

d) In the event that an employee is on standby and must respond by phone, text, email, or other method without making a site visit, they shall be paid for time
17.5.2 In the event that an employee is on standby and is able to respond to a call by phone, text, email or other method without making a site visit, there shall not be any additional pay for responding to the call. However, if it is necessary for the employee to make a site visit in order to respond to the call, the employee shall be paid in accordance with Article 17.4.3, “Call Back – Minimum Hours”.

Joshua Grant - 9/30/2021

9/30/2021
ARTICLE 18
DISCIPLINE

18.1 Discipline - In General

18.1.1 Basis for Action - Administration
In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. 1st Written warnings will not be used as the basis for further disciplinary action after twelve 12 Months. 2nd Written Warning will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action.

The Department Head or their designee may discipline an employee for just cause.

The Department Head or their designee may discipline an employee for just cause.

18.12.2 Progressive Discipline - Disciplinary Action

18.12.2.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions, however, where management determines that disciplinary action is warranted, it shall be imposed in a progressive manner.

18.3 Measures

18.3.1 Informal –

Coaching: Managers/Supervisors are responsible for communicating job expectations, monitoring employees' performance and behavior, and providing employees with direction so they can meet performance expectations for their position. As such, all managers/ supervisors shall go through a standard manager training. If an employee's performance or behavior falls below standard, management should coach the employee as appropriate to help ensure they have a clear understanding of the expected job standard and behaviors, and to help ensure they have the resources and training needed to succeed in their role. Employees are encouraged to share with their supervisor any obstacles they encounter in performing their work so that together these challenges may be addressed.

18.3.2 Formal –

First Written Warning (given to the employee and a copy placed in the employee's personnel file)
Second Written Warning (given to the employee and a copy placed in the employee's personnel file)

Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;

Discharge (notice to be given in writing to the employee, his/her steward will be notified in writing that the employee has been suspended and/or terminated.

48.1.2.2 The County may take the following disciplinary action:
48.1.2.2(a) Verbal Warning
48.1.2.2(b) Written Reprimand
48.1.2.2(c) Suspension Without Pay
48.1.2.2(d) Demotion
48.1.2.2(e) Discharge

48.1.2.3 The above are listed in order of increasing severity, and which disciplinary action taken depends upon the seriousness of the affected employee's conduct as determined by the Department Head or their designee. Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and County.

18.4 Level and Severity of Disciplinary Action

The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

18.1.3 Representative Rights

At each stage of disciplinary appeal proceeding an employee has the right to Union representation.

18.2 Disciplinary Procedure

18.5 Suspension/Termination

The Employer shall not suspend/terminate any employee without just cause.

In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.
Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

All employees who have been alleged of a serious violation that could lead to the employee's suspension or discharge, will have three (3) business days to submit a response to the charges after the investigatory meeting is held.

In cases of immediate suspension, the following shall apply:
A response to the charges given to the employee shall be answered within one business day.

48.2.1 Suspension

The specified charges and duration of the action shall be furnished in writing to the employee not later than one (1) working day after the suspension becomes effective.

48.2.2 Demotion

48.2.2.1 The Department Head or their designee may demote an employee to a position at the next lower classification.

48.2.2.2 The specified charges and duration of the action shall be furnished in writing to the employee at least ten (10) working days prior to the effective date of the action.

48.2.2.3 The employee must meet the minimum qualifications for the class to which they are being demoted.

18.6 Severe Offenses

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article 18.4.

- Theft or conversion of time, money, materials or property from the County or other employees;

- Physical altercation or threat of physical violence;

- Willfully damaging County property or another employees' property;

- Falsifying records or documents.

- Abandonment- When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be
considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing (See Article 6.5.2) and the Union, with reasons, within one (1) work day of the discharge.

18.2.3 Discharge

18.2.3.1 An employee may be summarily dismissed for just cause if the Department Head or their designee believes that retention of the employee will thereby result in disruption of Departmental programs, damage to or loss of Departmental or County property or be injurious to County employees, fellow employees or the general public.

18.2.3.2 The Department Head or their designee, when applying summary discharge, shall notify the employee in writing of such action no later than one (1) working day after the action.

18.2.3.3 The notice of the action shall state the justification for immediate removal.

18.2.4 Appeals From Discipline

Any regular employee who receives a written reprimand or is suspended, demoted or discharged may appeal such action. Appeals from the disciplinary action shall be initiated following the steps in Article 6. at the step level of the grievance procedure where the action was taken. Appeals of all oral reprimands shall be to the HR Director. The decision of the HR Director is final and binding.

18.2.5 Removal of Documents

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.

B. Oral reprimands will be removed from an employee's personnel file after twelve (12) months.

C. Written reprimands will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline of a similar nature; and
3. The employee submits a written request for its removal.

D. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after five (5) years if:
1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline of a similar nature; and
3. The employee submits a written request for its removal.

[Signature]
9/30/2021

[Signature]
9/20/2021
Appendix A

Memorandum of Understanding – Lump Sum Payment

The County and the Union agree that if the tentative agreement is ratified prior to November 1, 2021, all active member of the Union will receive a one-time, lump sum payment of $500.00, less any regular deductions and taxes, on the first pay check following November 1, 2021.

[Signature]
9/30/2021

[Signature]
9/26/2021