

**AGREEMENT**  
**BETWEEN**  
**SKAMANIA COUNTY, WASHINGTON**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11**  
**AFL-CIO**  
**PUBLIC WORKS BARGAINING UNIT**

**FOR THE PERIOD:**

JANUARY 1, 2025,

THROUGH

DECEMBER 31, 2026

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THIS AGREEMENT is made and entered into by and between SKAMANIA COUNTY, WASHINGTON, hereinafter referred to as the County, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter referred to as the Union, as bargaining agent for a combined bargaining unit consisting of certain employees in Skamania County Public Works Department **including the Roads Division, Solid Waste Division, ER&R Division, Building and Grounds Department, Noxious Weed Department and Senior Services Department Bus Drivers.** Including employees in a prior Road Department bargaining unit and also employees in a prior Skamania County Solid Waste Department bargaining unit (PERC No. 8296-E-1406).

WHEREAS, pursuant to the laws of the State of Washington regulating collective bargaining, the employees of the above described bargaining unit have elected to have the Union represent them with regard to matters concerning labor relations and conditions of employment with the County, and

WHEREAS, the County recognizes their right to do so,

NOW THEREFORE, be it mutually agreed as follows;

## **ARTICLE 1 - RECOGNITION**

- 1.1 **Parties.** This Agreement is between Skamania County, Washington "County" and the Office & Professional Employees International Union, Local 11 "Union" for the purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of employees for whom the County has recognized the Union as the exclusive collective bargaining representative.
- 1.2 **Exclusive Representative.** The County recognizes the Union as the sole and exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW for a bargaining unit described as: All full-time and part-time regularly scheduled employees (budgeted sixty percent [60%] FTE or greater) employed within the classifications listed in Schedule "A" to this Agreement in the Public Works Department (including the Roads Division, Solid Waste Division, ER&R Division, Building and Grounds Department, Noxious Weed Department, Senior Services Department Bus Drivers. The Union shall exclude all elected, confidential, supervisory employees "on-call" Senior Services Department Bus Drivers, temporary employees, and intermittent workers on a job call list within the Solid Waste Department.
- 1.3 **Use of Temporary/Seasonal employees.** The County may employ temporary positions on a seasonal, cyclic, or short-term basis or to assist during an unusually high workload. Temporary/Seasonal positions are precluded from the Union. A temporary position normally will not be employed for more than six (6) months or one-thousand forty (1040) hours per year, unless extended with mutual agreement of the parties.

## ARTICLE 2 - UNION RIGHTS AND SECURITY

- 2.1 The parties agree that the terms of this Agreement apply equally to all covered employees within the bargaining unit. Subject to RCW 41.56.122 employees may become a member of the Union or a Non-Union employee. Any bargaining unit employee who becomes a member of the Union may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for the representation and services provided by the Union. This authorization must be in writing and forwarded to the Skamania County Auditor and Human Resource Department. All other bargaining unit members shall fall under Article 3.2 to this Agreement.
- 2.2 **New Hires.** The Employer agrees that the Union Representative shall be allowed to meet with all employees hired into positions recognized under this Agreement within thirty-one (31) days from the date of hire for the purposes of presenting information about the Union and their exclusive bargaining representation.
- 2.2.1 Reasonable access shall be as follows:
- a) Access shall be for up to one (1) hour.
  - b) Access occurs during the employee's regular work hours at the employee's regular worksite or at a location agreed to between the Employer and the Union.
  - c) Employees shall receive their regular wage for time spent during this meeting with the Union.
- 2.3 The Employer will deduct dues from the wages of those employees who sign an authorization form and forward them to the Union each month.
- 2.4 The Union shall defend, indemnify and hold the Employer harmless against any claims, brought against the Employer by an employee, covered by this Agreement, arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.
- 2.5 The County agrees not to discriminate against any member of the Union for their activity on behalf of or because of membership in the Union.

## **ARTICLE 3 - MAINTENANCE OF MEMBERSHIP**

- 3.1 The Union, upon completion of the new employee orientations, shall provide all Union dues authorization forms, or opt out for employees who do not want to be a Union member to the Skamania County Auditor and Human Resources.
- 3.2 No Union dues deductions shall be made for any employee who fails to sign an authorization form to become a member of the Union.
- 3.3 All Union dues deductions made shall be forwarded to the Union office on a monthly basis. The County will make payment postmarked by the 10<sup>th</sup> of each month. Payment will include detailed accounting including contributions for each employee.

## **ARTICLE 4 - HOURS OF WORK**

4.1 Normally, ten (10) consecutive hours, including the lunch period shall constitute one full day's work; and forty (40) hours shall constitute one full week's work. Employees shall receive a paid thirty (30) minute lunch period and two (2) paid fifteen (15) minute breaks each workday. The work week is 12:00 a.m. (Midnight) Sunday to 11:59 p.m. Saturday.

4.1.2 In the Road Division and the Building and Grounds Department normal shifts shall be between 6:00 a.m. and 5:30 p.m., and the normal work schedule shall be Monday through Thursday, inclusive. However, when conditions require, other schedules may be established and in accordance with Section 4.2.

4.1.2 In the Noxious Weed Division of the bargaining unit, normal shifts shall be between 6:30 a.m. and 4:30 p.m., and the normal work schedule shall be Monday through Thursday inclusive. However, when conditions require, other schedules may be established and in accordance with Section 4.2.

4.1.3 In the Solid Waste Division of the bargaining unit, normal shifts shall be between 7:30 a.m. and 5:30 p.m., and the normal work schedule shall be Thursday through Sunday. However, when conditions require, other schedules may be established and in accordance with Section 4.2 within this Article.

4.1.4 Bus Drivers: Drivers will be on a flexible schedule based on budgeted FTE. Hours worked over forty (40) in a work week, or if the employee works more than twelve (12) consecutive hours, will incur overtime.

The words "normal" or "normally" shall not be considered a guarantee of workday or work week.

Employees receiving a "paid" lunch period are required to remain on the County premises or at the prescribed worksite, at the discretion of the Supervisor, and readily available. The Employer agrees to make every effort to provide employees with an uninterrupted meal period and comply in accordance with applicable laws.

Except as otherwise established by this Agreement, the available work schedules shall be one of the following:

- a) Four (4) days often (10) hours, including lunch periods. Such 4-10 schedules shall provide a minimum of three (3) consecutive days off in each seven (7) day workweek, except during shift changes. During shift changes, employees will be given at least six (6) days off during the duration of the shift change, but the days off may not be consecutive.
- b) Upon mutual agreement between the Employer and the employee, an employee may work four (4) days of nine (9) hours and a day of four (4) hours, excluding lunch periods.

4.2 Except in cases of emergency or other unavoidable circumstances, as defined in Article 6.4 to this Agreement, beyond the County's control, the Employer shall give at least thirty (30) days notice prior to a long-term change in an employee's work schedule, including reversion to a 5/8 schedule. A long-term change is defined as a period longer than thirty (30) days. For short-term changes in an employee's work schedule, one (1) day notice shall be given. Short-term changes are defined as a period of less than thirty (30) days. If notice is shorter, the Employer agrees to pay time and one-half (1½) for all hours worked short of the notice period. One (1) day notice shall be sufficient if given prior to end of the previous shift or at least twelve (12) hours prior to changed shift.

4.3 A workday means a twenty-four (24) hour period commencing with the employee's regularly scheduled shift. In the event an employee is transferred from one shift to another, the twenty-four (24) hour period shall begin anew, starting with the new shift assignment, provided the new shift assignment is for three (3) consecutive days or more.

4.4 Shift Differential and Seasonal Pay. Shift differential and seasonal pays are subject to the overtime rate per Article 6 to this Agreement.

4.4.1 If an employee is required to work either a swing or graveyard shift, as defined in Section 4.4.6 they shall be compensated, the following premium for the assigned work period:

- Swing Shift: Three percent (3%) of base hourly pay
- Graveyard: Eight percent (8%) of base hourly pay

4.4.2 Essential Worker and Seasonal Differential Pay: An employee may be required to work an intermittent Winter/Seasonal shift assignment and shall be compensated, an additional premium of eight percent (8%) of their base hourly pay for the assigned work period.

4.4.3 An employee shall be compensated for shift work at the applicable rate for the shift they work over fifty percent (50%) time in.

Examples: if seventy five percent (75%) of the time worked is on day shift and twenty five percent (25%) is on swing, no premium is paid.

If an employee works less than fifty one percent (51%) of a ten (10) hour shift, the lesser premium or no premium is paid.

If an employee works more than one shift type. Then the shift with the most hours or the shift with fifty one percent (51%) or more will be paid the rate for the whole shift. If equal, they will be paid the higher rate.

4.4.4 In the interest of preventing employee exposure to undue hazard caused by fatigue where the period of scheduled or unscheduled work of six (6) or more hours duration resulting in the employee having less than a four (4) hour rest period prior to the start of their next scheduled shift, the employee will be excused from performing their regularly scheduled work that day, provided that they may be recalled in the event of an emergency. If an employee is excused from working their regular scheduled work shift, they will not receive a loss of overtime pay earned for the hours worked leading to them being sent home or due to this provision of the agreement.

4.4.5 In no event shall there be a split shift except in case(s) of an emergency.

4.4.6 Shifts and shift work shall be defined as starting within the following hours:

- Days 6:00 a.m. - 9:00 a.m.
- Swing 2:30 p.m. - 5:30 p.m.
- Graveyard 8:30 p.m. - 1:30 a.m.

4.5 The County may establish work schedules for departments or sub-groups where the normal work schedule will be four (4) days of ten (10) hours each.

4.6 Flex Schedules: With advance approval of the appropriate level of management (as determined by the Department), employees may "flex" their schedules within a work week, for example working a nine (9) hour shift followed by a seven (7) hour shift to accommodate personal or work situations. This Section is intended to address occasional or intermittent changes to the schedule. Flex time is only for the employee to request and shall not be construed as overtime.

4.7 Standby Assignment Premium: The County may assign employees to be on standby when not normally scheduled to work. A standby assignment means an employee is readily available to report to work within a reasonable period of time not to exceed their normal commute. Assignment of standby is by rotation and will generally be in 24-hour increments.

Employees assigned to standby will be compensated \$3.20 per hour of assignment. Employees may trade standby assignments with other qualified employees upon written approval of their supervisor.

Employees responding to work duties while on standby will be paid in accordance with Article 6, Call Back (Article 6.3), and the standby premium does not apply during call back periods or during scheduled work hours. Hours assigned on standby are not considered compensable hours worked.

#### 4.8 Inclement Weather or County Closure:

4.8.1 In the event of a County wide or isolated department closure employees who are unable to report to work or are sent home due to the closure will remain whole including no loss of wages and will not be required to use hours from their leave banks so long as the total number of days of closure does not exceed two (2) days in a year.

4.8.2 Employees unable to report to work may be required to work from home if possible and/or be available to managers and/or offices due to weather or other disaster related events. Employees who are required to report to work under the direction of their Director and/or Manager will receive an additional two (2) hours at the overtime rate in addition to the actual hours worked.

### **ARTICLE 5 - RATES OF PAY OPEN**

5.1 Except otherwise provided by this Agreement or its appendices, the salary schedules for employees covered by this Agreement shall consist of a salary range of each step provided in Appendix "A" of this Agreement. Salary schedule increases shall be applied to each step of the range and the resulting ranges are shown within Appendix "A". All employees shall be paid at one of the steps in the range.

Full time employees are regular employees in budgeted one (1.0) FTE positions. Part-time employees are regular employees in budgeted positions less than one (1.0) FTE. Sixty percent (60%) or more of a FTE. Part-time employees included in the bargaining unit receive prorated benefits for sick, vacation and holiday based on budgeted FTE as provided by County Policy.

#### 5.2 Wage Adjustments:

5.2.1 Effective January 1, 2025, the following wage adjustments shall apply:

- The wage schedule will be adjusted ("fixed") to ensure a consistent four and one half percent (4.5%) difference between each pay range and a four and one half percent (4.5%) difference between each pay step, for all currently occupied bargaining unit positions. Additionally, the wage schedule will be increased one percent (1%) once the steps and ranges have been equalized. The four and one half percent (4.5%) schedule adjustment along with the additional one percent (1%) equates to an approximate four percent (4%) COLA for a vast majority of the bargaining unit positions and as show within Appendix "A" to this Agreement.
- All bargaining unit positions will be moved up at least one (1) pay range as shown within Appendix A to this Agreement. One pay range equals an additional 4.5% pay increase. Employees will move into the new pay range for their position and will maintain their current pay step and will not have their salary anniversary date changed due to this increase.

- Some bargaining unit positions will be moved up one (1) additional pay range as shown within Appendix A to this Agreement. Positions moving up a total of two (2) pay ranges include Road Maintenance Worker III, Lead Mechanic, Transfer Station Truck Driver, Operations Lead Driver (Senior Services). One (1) pay range equals an additional 4.5% pay increase for a total of a nine percent (9%) pay increase for these positions. Employees will move into the new pay range for their position and will maintain their current pay step in the new range and will not have their salary anniversary date changed due to this increase. [**Bargaining note:** The positions identified to move up a total of two (2) pay ranges were because they appeared to be significantly behind the estimated average of Skamania County's 10 comparative county wages and have not been recently addressed or changed and to better align with comparable industry positions.]

5.2.2 Effective January 1, 2026: All bargaining unit employees shall receive a three percent (3%) across the board COLA wage increase and as set forth in Appendix "A" to this Agreement. [Bargaining Note: some additional positions which appeared to be significantly behind the estimated average of Skamania County's 10 comparative county wages and that have not been recently addressed or changed have been adjusted an additional one range increase, including Transfer Station Operator II.]

The remaining steps and range levels are four and one half (4.5%) percent apart.

The wage scale represents annualized semi-monthly salaries based on two thousand and eighty (2080) hours per year

5.3 Progression within the applicable pay range will be as follows:

5.3.1 Each newly hired employee (other than those hired for temporary periods) after successful completion of probationary period, will advance (J) one step from their starting salary on the first (1<sup>st</sup>) of the month nearest six (6) months after their appointment, subject to successful completion of probation.

5.3.2 The date of this advancement will become their annual step increase date for subsequent one (1) step advancements.

5.3.3 A new employee's step increase may be delayed, up to ninety (90) calendar days, at the specific request of the Department Head; based upon below average evaluation marks.

5.3.4 If an employee has had their step increase delayed, because of below average departmental evaluation, the Department Head shall reply to the employee as to the specific reason that said step increase is delayed with a copy for the Union and the employee. The employee may grievance the matter by utilizing the grievance procedure contained herein.

5.4 The rate of pay for any classification not covered by Appendix "A", which may be established during the life of this Agreement, excluding elective, supervisory and administrative positions, shall be subject to consultation between County and the Union.

5.5 Road Department bargaining unit employees, who are certified and assigned to weed control, shall receive a five percent (5%) of base pay per day premium for each day worked performing such activity.

5.6 Longevity Incentive:

Longevity pay will be based upon the length of service as shown below. Each regular full time or part time employee who completes the continuous length of service with Skamania County will be eligible for longevity pay. Longevity pay will be paid for this incentive for the years/months of service indicated in the table below on a semi-monthly basis.

<b>Years of Service</b>	<b>Months of Service</b>	<b>Rate per pay period</b>
8-15	85 - 180	\$13.54
16-20	181 -240	\$27.08
21-25	241 - 300	\$54.16
26 or more	301+	\$108.33

5.7 Effective January 1, 2019, each employee shall have deducted from their pay the amount set by Washington State Labor and Industries for the employee withholding for medical and supplemental pension benefits within each risk classification.

5.8 Mileage Reimbursement. Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle at the current mileage rate as established by State and Federal guidelines.

5.9 Travel Pay. Employees shall be entitled to pay for travel during work hours for mandatory training outside of Skamania County and compensated at the employee's regular rate of pay.

## ARTICLE 6 - OVERTIME

- 6.1 An employee requested to come in to work prior to their regular starting time shall have the option of going home at the end of eight (8), nine (9) or ten (10) hours respective of their normal shift, being paid at the straight time rate, or working to the end of their regular shift with the additional time worked paid at overtime rates, provided the Supervisor does not have additional work that is necessary.

All overtime must be authorized by the employee's Department Head or their authorized representative prior to being worked.

- 6.2 **Assignment of Overtime:** Overtime assignments shall be based on policies and procedures established at the department level. The County will attempt to meet its overtime requirements on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the County may require the necessary employees to work. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

The County shall endeavor to schedule overtime to all bargaining unit employees to provide equitable distribution of overtime. Divisions may work with employees to determine overtime preferences to contact employees and the order of distribution. An employee may request to be removed from the overtime list and if they subsequently want to be added back to the list, for that employee equalization of overtime will be applied moving forward. Mandatory overtime still applies when assigned.

Temporary employees are not on the equalization list, but can be called for overtime if no full-time employee accepts overtime requests.

- 6.3 **Overtime Pay and Compensatory Leave Time:**

Employees shall be compensated at the overtime rate of one and one-half (1½) times the employee's basic hourly rate of pay, inclusive of any special or premium pay, shall be paid to employees within the bargaining unit for assigned work performed in excess of forty (40) hours in a workweek or in excess of their eight (8), nine (9) or ten (10) hour daily shift. For the purpose of calculating overtime hours of work will include holiday, sick, annual leave and any other paid leave granted in this Agreement. Overtime will be paid to the nearest quarter (¼) hour. This provision does not apply to Senior Services Department Bus Drivers (see exception in Article 4.1)

Bargaining unit employees may elect to accrue compensatory leave time in lieu of overtime to a maximum accrual of eighty (80) hours. Compensatory leave time is earned at the rate of one and one-half (1 ½) hours for every hour of overtime worked. Compensatory leave time is to be scheduled the same as vacation.

- **Compensatory Time Automatic Payout:** In the first (1<sup>st</sup>) paycheck of May of each year for hours earned up to the last day in April, accumulations of compensatory time over forty (40) hours of accrual are automatically paid to the employee.
- **Compensatory Time Elected Payout:** Employees may elect to receive compensation for accrued compensatory hours in the first payroll period of November each year. Employees must provide written notice to payroll no later than the twenty fifth (25<sup>th</sup>) of October annually designate the number of hours to be paid out on the County Payroll form.

6.4 Callback Pay: An employee who is called back to work after completion of their regular shift shall receive call back pay.

6.5 Unscheduled call back, regular work day: The County agrees to pay a minimum of two (2) hours plus any time worked over two hours, all paid at time and one-half (1 ½) the basic hourly rate of pay, inclusive of any special or premium pay, to employees called back to the work site for any assignment, regardless of amount of time worked.

Members of this unit who receive or must make a telephone call or other communication related to official County business while outside of the members assigned work week shall receive a minimum of fifteen (15) minutes overtime compensation for hours worked resolving the issue. If the member works for more than fifteen (15) minutes as a result of resolving the issue, they shall be compensated overtime for actual time worked.

Callback time on an employee's scheduled day off shall be compensated at a minimum of three (3) hours overtime pay regardless of the actual amount of time worked.

6.6 Essential Workers: Emergent and Unavoidable Circumstances: The purpose of this section is to define essential personnel that will be required to work during emergent and unavoidable circumstances. All employees of the Public Works Department are deemed to be essential personnel.

This Section is intended to address short term or intermittent schedule changes due to emergent or unavoidable circumstances and shall be as provided herein.

6.6.1 Assignments for emergent or unavoidable circumstance duty shall be made for a specified period (e.g., two [2] weeks). An employee who is required to work an intermittent Winter/Seasonal shift assignment or during an emergency situation as defined within this Article shall be compensated, an additional premium of eight percent (8%) of base hourly pay for the assigned work period.

6.6.2 For the purposes of this Section, emergent or-unavoidable circumstance duty assignments are defined as:

- a) Circumstances are emergent/unforeseeable situations that include unpredictable or unavoidable occurrences at unscheduled intervals relating to weather, accidents, declared states of emergency or other unforeseen incidents.
- b) Unavoidable circumstances are situations where an action results in an outcome that is not (or not only) what is intended. The unintended results may be foreseen or unforeseen, but they should be logical.
- c) Staff shortages due to labor strike or understaffing at the County are not considered emergent or unavoidable circumstances. The County will not take any adverse action against an employee for his or her refusal to work during a lawful labor strike.

6.7 An employee requested to come in to work prior to their regular starting time shall have the option of going home at the end of eight (8), nine (9) or ten (10) hours respective of their normal shift, being paid at the straight time rate, or working to the end of their regular shift with the additional time worked paid at overtime rates, provided the Supervisor does not have additional work that is necessary.

All overtime must be authorized by the employee's Department Head or their authorized representative prior to being worked.

Overtime assignments shall be based on policies and procedures established at the department level. The County will attempt to meet its overtime requirements on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the County may require the necessary employees to work. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

The County shall endeavor to schedule overtime to all bargaining unit employees to provide equitable distribution of overtime. Divisions may work with employees to determine overtime preferences to contact employees and the order of distribution. If an employee requests to be removed from the overtime list and subsequently wants to be added back to the list, equalization of overtime is prospective. Mandatory overtime still applies when assigned.

Temporary employees are not on the equalization list, but can be called for overtime if no full-time employee accepts overtime requests.

6.8 Compensatory Time:

Employees shall be compensated at the overtime rate of one and one-half (1½) times the employee's basic hourly rate of pay, inclusive of any special or premium pay, shall be paid to employees within the bargaining unit for assigned work performed in excess of forty (40) hours in a workweek or in excess of their eight (8), nine (9) or ten (10) hour daily shift. For the purpose of calculating overtime hours of work will include holiday, sick, annual leave and any other paid leave granted in this Agreement. Overtime will be paid to the nearest quarter (¼) hour. This provision does not apply to Senior Services Department Bus Drivers (see exception in Article 4.1)

Bargaining unit employees may elect to accrue compensatory leave time in lieu of overtime to a maximum accrual of eighty (80) hours. Compensatory time is earned at the rate of one and one-half (1 ½) hours for every hour of overtime worked. Compensatory time is to be scheduled the same as vacation.

In the first (1<sup>st</sup>) paycheck of May of each year for hours earned up to the last day in April, accumulations of compensatory time over forty (40) hours of accrual are paid.

Employees may elect to receive compensation for accrued compensatory time in the first payroll period of November each year. Employees must provide written notice to payroll by October twenty fifth (25<sup>th</sup>) each year including intent and the number of hours to compensate.

6.9 Callback: The County agrees to pay a minimum of two (2) hours overtime at time and one-half (1 ½) the basic hourly rate of pay, inclusive of any special or premium pay, to employees called back to the work site for any assignment, regardless of amount of time worked.

If an employee works more than two (2) hours, the employee shall be compensated overtime for actual time worked. Members of this unit who receive or must make a telephone call or other communication related to official County business while outside of the members assigned work week shall receive a minimum of fifteen (15) minutes overtime compensation for hours worked resolving the issue. If the member works for more than fifteen (15) minutes as a result of resolving the issue, they shall be compensated overtime for actual time worked.

Callback time on an employee's scheduled day off shall be compensated at a minimum of three (3) hours overtime pay regardless of the actual amount of time worked.

6.10 Emergent and Unavoidable Circumstances: The purpose of this section is to define essential personnel that will be required to work during emergent and unavoidable circumstances. All employees of the Public Works Department are deemed to be essential personnel.

This Section is intended to address short term or intermittent schedule changes due to emergent or unavoidable circumstances and shall be as provided herein.

6.10.1 An employee who is called back to work after completion of their regular shift shall receive one and one-half (1½) times their basic hourly rate of pay, inclusive of any "special or premium" pay, for the first full shift worked. Subsequent shifts will be paid at the employee's regular hourly rate of pay.

- 6.10.2 Assignments for emergent or unavoidable circumstance duty shall be made for a specified period (e.g., two [2] weeks).
- 6.10.3 For the purposes of this Section, emergent or-unavoidable circumstance duty assignments are defined as:
- d) Circumstances are emergent/unforeseeable situations that include unpredictable or unavoidable occurrences at unscheduled intervals relating to weather, accidents, declared states of emergency or other unforeseen incidents.
  - e) Unavoidable circumstances are situations where an action results in an outcome that is not (or not only) what is intended. The unintended results may be foreseen or unforeseen, but they should be logical.
  - f) Staff shortages due to labor strike or understaffing at the County are not considered emergent or unavoidable circumstances. The County will not take any adverse action against an employee for his or her refusal to work during a lawful labor strike.

## **ARTICLE 7 - EMPLOYER RIGHTS**

- 7.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the County retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of departments in the bargaining unit. The rights of the employees in the bargaining unit, and the Union, are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
- a). To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
  - b). To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.
  - c). To determine the need for a reduction, or an increase, in the work force, and the implementation regarding that decision. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.

- d). To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, and methods and procedures. It is jointly recognized that the County must retain authority to fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this Agreement.
- e). To assign and distribute work.
- f). To assign shifts, workdays, hours of work, and work locations.
- g). To determine the need for and qualifications of new employees, transfers, and promotions.
- h). To discipline, suspend, or discharge an employee in accordance with the provisions of Article 14.
- i). To determine the need for additional educational course or training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the County.

## **ARTICLE 8 - UNION REPRESENTATIVES**

- 8.1 The County agrees to allow on duty paid time for authorized Union Stewards during their regular work period to attend disciplinary investigatory meetings, grievance meetings or to perform other Union duties. The investigation of grievances or conditions shall not interfere with the progress of work.
- 8.2 For the purpose of orientation of new employees, the Union will be allowed up to one (1) hour to meet with new employees. In addition, Stewards and alternates shall be paid for all time required for negotiation session(s). Union Stewards shall whenever possible provide a minimum of twenty-four (24) hours' notice of Union related duties other than grievance issues to their Department Head or Elected Official.
- 8.3 The Union shall advise the Employer, in writing, of the names of their authorized representative and Stewards. Such persons will continue as the sole representative or Stewards authorized to conduct Union activities under this Article unless and until additional notice is received from the Union changing the identity of the authorized Union Representative or Union Stewards.

## **ARTICLE 9 - HOLIDAYS/PERSONAL DAYS**

Paid holidays shall be recognized as set per their resolution for employees covered by this Agreement and shall be paid at the straight-time rate of pay per a four (4) day workweek, ten (10) hours per day and a total of ten or eleven (10-11) days depending on your work schedule and one (1) personal day. Employees less than 0.6 budgeted FTE are not eligible for benefits.

9.1. Paid Holidays are shown within the table below:

New Year's Day	4th of July
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving (if on a 5/8 or 4/9 schedule)
(l) personal holiday	Christmas Day

9.1.1 Plus any day declared as a paid Holiday by the County Commission. Any day declared by the President or Governor is subject to negotiation.

9.1.2 Should the County desire to return to a five (5) day eight (8) hour workweek the holiday scheduled days off shall return to its original format (Day after Thanksgiving).

9.1.3 Employees covered by this Agreement shall receive holiday pay; at the straight time rate of pay; in accordance with their work schedule for the holidays listed above. Full pay for the work day may be one of the following:

- a) Eight (8) hour workday - eight (8) holiday hours
- b) Ten (10) hour workday - ten (10) holiday hours
- c) Nine (9) hour workday - nine (9) holiday hours (or if on the day of a four (4) hour workday- four (4) holiday hours).

9.1.4 Part-time employees shall be credited with observed holidays on a pro-rata basis based upon the ratio of full-time employment. Employees less than sixty percent (60%) budgeted FTE are not eligible for benefits. For clarification, the County will identify when the part-time position stems from a normally scheduled 5/8 or 4/10 schedule.

In the event the prorated amount is less than the employee's regularly scheduled work day, the employee may use vacation time hours or, with the approval of a supervisor, the employee may work the hours during the pay period in order to account for the difference in hours. Use of flextime cannot result in overtime obligations, regardless of Article 6 to this Agreement.

**For Example:** An employee budgeted at seventy five percent (75%) of full time equivalent (FTE) will receive seventy five percent (75%) of the holiday benefit provided to a full-time employee.

9.2 When a holiday falls on a Sunday, the following Monday will be substituted. When a holiday falls on a Saturday, the parties shall agree on a date either just preceding or immediately following the holiday. When a holiday falls on a Friday, the preceding Thursday will be substituted.

When a holiday falls on an employee's day off, another day off shall be scheduled by mutual agreement between the County and the employee. If a paid holiday as listed above falls within an employee's regularly scheduled vacation, such employee shall receive a vacation day, at the straight-time rate of pay. This includes when the County closes for a half (1/2) day or more for business during regularly scheduled vacation.

- 9.3 Any work performed by an employee covered by this Agreement at the request of the County on any of the holidays listed above, shall be paid at the rate of time and one-half (1 ½) their applicable rate of pay in addition to the holiday pay.
- 9.4 An employee who is authorized sick leave when a holiday recognized in accordance with Section 1 of this Article is observed, shall receive pay at straight-time for the holiday, and will not have their sick leave accrual charged.
- 9.5 **Personal Day:** Employees shall receive one (1) personal day per year. The personal days will have the equivalent value of hours as provided for in Section 9.1.3 within the Article. Personal days will be credited on the first working day of the calendar year of each year to this Agreement if the employee is currently employed.
  - 9.5.1 Personal days must be used by the end of the year and may not be carried forward into the next calendar year except as detailed below and have no value upon separation.
  - 9.5.2 Requests for use of personal days should comply with procedures outlined for the use of vacation except that departments may authorize shorter advance request requirements or less formal application procedures and must be taken in one-day increments. Part time employees using a personal day may be required to use additional leave to make up a full scheduled day of leave.
  - 9.5.3 New employees shall receive a pro-rata share of personal days hours at the rate of one twelfth of the annual entitlement for each full month of service during the year; however, the earned hours are not available for use until the employee successfully completes probation. For the limited circumstances of providing the probation employee sufficient time to use accrued personal days in the first year of employment, the hours accrued may carry into the second year.

## **ARTICLE 10 - JURY DUTY**

- 10.1 An employee shall continue to receive their regular rate of pay, inclusive of special or premium pay, for any period of required service as a juror in the employees County of residence or Federal Court, or when subpoenaed to testify as a witness in matters related to their official duties arising from the course of employment on their normal working days.
- 10.2 All money received as witness fees, or pay for jury duty, shall be surrendered to the County, except for money received for such duty on the employee's regular day or days off. This shall not include any mileage reimbursement by the court.
- 10.3 If an employee is called for jury duty, or subpoenaed as a witness, on a normal work day, said employee shall report immediately for work following dismissal by the Court. Employees are expected to provide reasonable notice to their supervisor regarding leaves for court subpoenas.
- 10.4 Employees serving as a witness or under subpoena for a non-job-related matter, shall be charged against the employee's vacation, floating holiday, or compensatory time balances, or may be taken as unpaid leave at the option of the employee. Unpaid leave will result in proration of benefits and accrued leaves and holidays.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.1 Probationary Periods.
  - 11.1.1 New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. Employees shall also serve a three (3) months probationary period following promotion, or transfer to a new classification in a different department. In cases of promotions and transfers, upon three (3) months an evaluation shall be conducted, and if deemed necessary, the probationary period may be extended an additional three (3) months. In other instances, the probationary period shall be six (6) months unless specified otherwise by this Agreement or said period is extended by mutual agreement of the employee, the Union and the County.
  - 11.1.2 The County may discipline or discharge an employee at any time during an initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal. Employees who fail a promotional probationary period shall be returned to their former classification, position and salary step within the Department.
- 11.2 Coaching and Counseling. Coaching and counseling shall be given to an employee, in the form of informational corrective action, prior to any formal disciplinary action, except for disciplines meriting increased sanctions imposed under just cause. A work plan imposed with a coaching or counseling is not considered formal discipline. Records of such actions will be clearly indicated as "coaching and counseling" and shall be maintained in a supervisory file within the department.

11.3 Disciplinary Actions. Regular employees may be disciplined in the form of a documented verbal warning, written warning, suspension, demotion or discharge for just cause except that verbal warnings are not grievable beyond Step 2 within the Grievance Procedure. The County may document verbal warnings, but such documentation shall not be included in the employee's personnel file. Grievances concerning written warnings may not be processed beyond Step 3, Chairman of the County as the Board's designee for Labor Relations.

When applicable, a formal disciplinary action may include a work improvement plan in efforts to assist the employee.

1131 In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Union representation at such meetings.

1 J .3.2 Employees shall be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Union.

11.4 Disciplinary Investigations and Meetings. In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

11.5 Personnel Files. Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the County who have a business need for the access, or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Employees shall be provided with copies of all adverse material that is placed in their personnel file and shall have the right to attach statements rebuttals and/or explanations. Written warnings shall be removed after two (2) years.

## 11.6 Voluntary Termination Procedure.

- 11.61 Resignation. Any employee desiring to terminate employment with the County in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The date of resignation shall be the last day of work and leave payoffs shall be based on balances as of the date of termination. The letter of resignation shall indicate the effective date and the reason for the resignation. Employees who quit without adequate notice may be ineligible for future employment with the County. The Appointing Authority may waive the two (2) week notification period.
- 11.62 Retirement. Employees who intend to retire should provide a minimum of thirty (30) days' written notice of retirement date.
- 11.63 Abandonment of Position. An employee may be considered to have resigned via abandonment of his/her position based on any of the following circumstances:
- a) Absence for three (3) consecutive days without notice or approval.
  - b) Failure to return from a leave of absence following the last day of approved leave after three (3) consecutive days without notice or approval.

Employees considered to have abandoned their positions will be terminated and the separation will be treated as a resignation without notice. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position unless the failure to notify was clearly beyond the employee's control. The appointing authority will send a confirming notice to employees considered to have abandoned their positions. In the event a grievance concerning abandonment is pursued to arbitration, the Arbitrator's authority shall be limited to determining whether this section was properly applied.

- 11.7 Indemnification. Skamania County shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with Skamania County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside council at the discretion of the County.

## **ARTICLE 12 - CLOTHING**

- 12.1 The County shall provide all necessary safety equipment as required by the W.I.S.H.A. and O.S.H.A. to the employee at no cost.

12.2 The County shall provide a boot and/or other work clothing allowances to all employees who work for the following Public Works Unit Departments, Road Department, Solid Waste Department, Buildings and Grounds Division, and Noxious Weed. Upon hire each employee shall receive three hundred (\$300.00) dollars for the purchase of work boots and/or other work clothing or equipment.

Each following year on or about January 25<sup>th</sup>, each Public Works Department (listed above) employee and Noxious Weed Employee shall receive three hundred (\$300.00) dollars to purchase replacement boots and/or other work clothing or equipment; including, without limitations, orange T-shirts (all required safety equipment shall be provided by the County). The purchase of additional boots above and beyond the three hundred (\$300.00) dollar allowance can be purchased in cases of emergency.

Employees are required to wear boots and clothing which comply with Federal, State and County safety laws and regulations. All equipment purchased in accordance with this Article will be used primarily for work purposes.

The County shall provide all mechanics coveralls on an as needed basis.

12.3 The County shall provide each Public Works bargaining unit employee, upon hiring, one set of quality rain gear, for those employees requiring rain gear to perform the essential functions of the job. Rain gear shall be replaced by the County when it is no longer serviceable. Employees must turn in the old rain gear to receive a new set.

12.4 The County shall also provide each Buildings and Grounds bargaining unit employee, who need raingear to perform the essential functions of their job, upon hiring, one set of quality raingear. Raingear shall be replaced by the County when it is no longer serviceable. Employees must tum in their old rain gear to receive a new set.

12.5 The County will provide Bus Drivers one quality rain jacket upon hiring. Rain jackets will be replaced by the County when it is no longer serviceable. Employees must tum in their old rain jacket to receive a new one.

## **ARTICLE 13-HEALTH & WELFARE**

13.1 For each employee enrolled in the County insurance plans designated herein, the County will continue to provide insurance pursuant to the terms of said plans and County rules. The plans named in this Article may be changed by written agreement between Skamania County Commissioners and OPEIU Local 11 and the Employer shall give notice to such effect in accordance with the Trust notification.

Currently, the County receives insurance through the Western States Health & Welfare Trust Fund of OPEIU. The parties acknowledge that benefits are provided by the Trust and are subject to the discretion of the Trust. Subsequently, the parties waive bargaining changes in plan design and benefits by the Trust.

Premium cost shares: Effective January 1, 2025 and for the duration of this Agreement, full time employees one (1) FTE, the Employer will contribute eighty five percent (85%) of the monthly premium contribution and employees will pay fifteen percent (15%) of the premium contribution through pre-tax payroll deduction. The County agrees that the Employee portion of the premium contribution for Health and Welfare shall be capped at not more than three hundred dollars (\$300.00) per month during the lifetime of this Agreement.

Part-time employees at seventy five percent (75%) FTE or more will pay the same premium cost share as provided for full time employees in this Section.

Part-time employees less than seventy five percent (75%) FTE will pay a pro-rated premium share based on budgeted FTE through pre-tax payroll deduction. (For example, a sixty percent [60%] FTE will pay a forty percent [40%] premium cost share).

- 13.2 The abovementioned insurance plans, whichever is applicable, may include coordination of benefits.
- 13.3 The County agrees to notify bargaining unit employees within a reasonable period of time, of any changes made to the Health & Welfare Plans, which includes plan design and/or carrier change/discontinuation. Be it further agreed the County and the Union shall bargain the impact of these changes to bargaining unit employees.
- 13.4 Insurance Opt-out provision. Bargaining unit employees who have dual healthcare coverage shall have the voluntary option to opt out of Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan under the following parameters.
  - 13.4.1 The employee must be able to prove that they have healthcare coverage through another entity.
  - 13.4.2 The County agrees to pay a three hundred dollar (\$300.00) monthly stipend for those employees who opt out. Part-time employees will receive a pro-rated amount based on budgeted FTE.
  - 13.4.3 The County shall provide employees who opt out of the Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan open enrollment paperwork as to determine if they wish to continue the opt out request for healthcare coverage.
  - 13.4.4 Qualified Family Status: Enrollment changes as a result of qualified family status change will be provided in accordance with State, Federal laws and County policies. Enrollment changes must be received by the County with applicable documentation within thirty-one (31) calendar days and shall be effective the first (1<sup>st</sup>) of the month following the date of the qualifying event. Otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January (1<sup>st</sup>) of the following year.
- 13.5 The County will continue to participate in pension benefits for each employee in the Washington State Public Employee Retirement System.

## ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Purpose and Scope. The purpose of this grievance procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspensions of work or interference with the operations of the department.

A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance no grievance shall be processed beyond informal process without Union concurrence. It is the intent of the parties to try to resolve grievances at the lowest possible level.

All grievances shall be filed at Step 1 of the grievance procedure except for the following situations:

- Disciplinary grievances shall be initially submitted at Step 2 and termination grievances shall be submitted at Step 3. Grievances concerning written warning may not be processed beyond step 3.
- Class or class action grievances of bargaining unit wide application shall be initially submitted at Step 3. Class grievances are those which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

A grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement.

14.2 Written grievance/response shall be signed and dated and indicate the step at which it is being filed; and shall address, at a minimum, the following points:

- a) Nature of the grievance/response and the facts upon which it is based.
- b) Specific provision(s) of the Agreement that is (are) the basis of the grievance/response.
- c) The manner in which the provision is alleged to have been violated, misapplied, or misinterpreted (or in which the provision supports the response).
- d) The date or dates on which the alleged violation, misinterpretation or misapplication occurred, and
- e) The specific remedy sought or offered.

14.3 The following steps shall be observed in the grievance procedure:

STEP 1: The employee, or the Steward/Union Representative, shall submit the grievance in writing within fourteen (14) calendar days of its alleged occurrence to their immediate exempt Supervisor, who shall respond to the employee in writing to the Employee and the Union within fourteen (14) calendar days after receipt of the grievance.

STEP 2: If the grievance is not resolved at STEP I, the employee or the Steward or Union Representative, should the employee so desire, shall submit the written grievance to the Department Head/Elected Official, or their designee, with-in fourteen (14) calendar days after receipt of the Supervisors response. The Department Head/Elected Official or their designee shall respond to the grievance, in writing, to the employee and the Union within fourteen (14) calendar days after receipt of the grievance.

STEP 3: If the grievance is not resolved at STEP 2, the written grievance as stated in STEP 2 shall be submitted in writing, by the Union Representative to the Board of County Commissioners (BOCC) within sixteen (16) calendar days after receipt of the Department Head/Elected Official or their designee's response. The BOCC shall respond to the grievance, in writing, to the employee and the Union within sixteen (16) calendar days for mediation, in accordance with the following procedures.

Prior to advancing to STEP 4 within the grievance procedure, either party (or jointly) may request Mediation. As an alternative to the grievance procedure, the parties may mutually agree to invoke a mediation process to resolve grievances between them. Mediation involves the use of a third party, to serve as a Mediator and a decision to utilize a Mediator shall be voluntary by both parties. If the parties agree to enter into mediation, the Mediator shall attempt to assist the parties in achieving a voluntary resolution.

The Mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties will share equally the cost of employing a fee based professional Mediator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

Mediation shall not exceed ninety (90) days once an initial date is notified by the Mediator. Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments of the Mediator be referenced.

STEP 4: If no satisfactory settlement is reached in STEP 3, the Union shall notify the Employer, in writing, within ten (10) calendar days they are advancing the grievance to arbitration and in accordance with the following procedure an Arbiter will be selected.

- (a) The Union and the Chairman of the County Commissioners, or their designee, shall discuss selection of an arbiter within eight (8) calendar days after notice of arbitration has been given, to select an Arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) or Public Employment Relations Commission (PERC) to provide a list of seven (7) names, and the parties shall alternately strike one name from the list until only one name remains. A coin toss shall determine which party will strike the first name. The selection of the Arbitrator shall be completed within sixteen (16) calendar days of receipt of the list, unless mutually agreed by both parties.
- (b) The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding.
- (c) The fees and expenses of the arbitrator, and the proceedings, shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own attorneys, representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- (d) In case of a continuing, or other money claim against the County, no award shall be made by the arbitrator, which shall allow any alleged accruals more than six (6) months prior to the date when such grievance shall have first been presented.

14.4 It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents, to litigate or otherwise contest the appealing subject in any other court, or other forum, unless otherwise prohibited by law. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies, and a waiver of the right to arbitrate the matter.

14.5 If the grievance is not advanced by the Union in accordance with the time limits set forth within the procedure, the grievance shall be considered waived. If the Employer does not process the grievance in accordance within the time limits set forth within the procedure, the grievance shall automatically move to the next step in the grievance procedure. The parties may mutually agree, in writing, to extend the time limits for a given step for a specified period of time. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

14.6 A grievance may be terminated at any time upon receipt of a signed statement from the Union stating the matter is resolved.

**ARTICLE 15 - STRIKES & LOCKOUTS**

15.1 The County and the Union recognize that the public interest requires the efficient and uninterrupted performance of all County service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the County shall cause, engage in, or sanction any work stoppage, strike, lockout, slowdown, or other interference with County functions. Employees who engage in any of the forgoing actions shall be subject to disciplinary action.

**ARTICLE 16-VACATION LEAVE**

16.1 Vacation Leave shall be earned as set forth in the table below with the maximum of three hundred and eighty (380) hours. Employees hired prior to the ratification of the (2015-2016) Collective Bargaining Agreement, receiving more accrual than within the table below, will be grandfathered with their existing and current accrual vacation rate.

Number of Continuous Work Years Completed	Vacation Hours Earned Per Month	Vacation Hours Earned Per Year
0-8 years	10.00	120 hours
9 years	10.67	128 hours
10 years	11.33	136 hours
11 years	12.00	144 hours
12 years	12.67	152 hours
13 years	13.33	160 hours
14 years	14.00	168 hours
15 years	14.67	176 hours
16 years	15.33	184 hours
17 years	16.00	192 hours
18 years	16.67	200 hours
19 years	17.33	208 hours
20 years	18.00	216 hours
21 years	18.67	224 hours
22 years	19.33	232 hours
23 years	20.00	240 hours

16.2 Eligible part-time employees shall receive pro-rated vacation credits for the number of hours they work monthly, relative to normal monthly hours of full-time employment. Date of credit is retroactive to first day hired and eligible if no break in service (employees less than 0.6 budgeted FTE are not eligible for these leave benefits).

- 16.3 Vacation leave is accumulative up to a maximum accrual of three hundred eighty (380) hours, when an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. In cases where the workload makes it necessary for the employee to lose additional leave earnings, the employee may request permission to accumulate up to forty (40) additional hours' leave which must be taken within the next six (6) months. Scheduling vacation leave shall be contingent upon approval by the department head, designee or elected official and dependent upon the County's operational requirements, however, such requests shall not be unduly denied. If the department head, designee or elected official does not approve vacation, and as a result the employee loses accrued leave for that pay period, the employee must be compensated at an hourly rate as detailed in Article 16.8, for vacation leave losses during that pay period.
- 16.4 If an employee is terminated any time after completing their probationary period, the County shall pay the employee for all accumulated vacation leave time at the employee's regular rate of pay up to a maximum of three hundred eighty (380) hours.
- 16.5 For the purpose of vacation eligibility, an employee who has been laid off and is recalled within the guidelines detailed in Article 19.7 shall retain their annual leave accumulation rate and longevity pay accumulation rate prior to their lay off, and therefore for these purposes, shall not be considered a new hire or new employee.
- 16.6 Vacation leave shall be charged in a minimum of thirty (30) minute increments.
- 16.7 Employees who are on authorized extended leaves of absence of thirty (30) days or more without pay will not accumulate vacation hours.
- 16.8 Vacation hours shall be paid at the employee's current straight-time rate of pay.
- 16.9 An employee may cash out accumulated vacation each year subject to the following conditions:
- 16.9.1 An employee may cash out no more than eighty (80) total hours of accumulated vacation leave per calendar year.
- 16.9.2 After cash out, the employee must have a minimum of forty (40) hours remaining in their vacation leave bank.
- 16.9.3 The employee must have used at least forty (40) hours vacation leave (excluding donated leave) during the calendar year. Eligibility for cash out will be based upon vacation leave balance and planned usage of vacation leave at the time of the employee's written request. If the employee has used less than forty (40) hours of vacation leave, the cash out shall be prorated to meet the leave usage requirement.

- 16.9.4 Only vacation leave hours actually accrued, at the time of the employee's written request for cash out, will be counted to determine eligibility for the vacation cash out.
- 16.9.5 An employee meeting the conditions in 16.9 may submit a written vacation cash out request in April and/or November of each year, with payment for cashed out vacation to be included in the employee's next regular payroll.
- 16.9.6 The rate of pay for vacation leave cashed out will be the employee's base pay in effect on the date of the cash out payment.

#### **ARTICLE 17-BULLETIN BOARDS**

- 17.1 The County shall provide one (1) bulletin board for Union use in each work area. Material posted shall relate only to Union business such as meetings, elections, reports of Committees, and the Union's Executive Board etc.
- 17.2 Notices and announcements posted on the Union bulletin boards shall not contain anything political or inflammatory in nature, or anything reflecting derogatorily upon the Union, the County, or any of its employees or officers.
- 17.3 The Union Representative or elected Stewards may notify Union members of bulletin board postings or meetings using County email.

#### **ARTICLE 18 - SICK LEAVE**

- 18.1 Full-time employees shall accumulate sick leave at the rate of nine (9) hours for each month of continuous employment with no maximum limit. Eligible part-time employees shall accumulate sick leave on a prorated basis, based on the number of hours worked. Employees less than 0.6 budgeted FTE are not eligible for benefits.
- 18.2 Sick leave taken shall be taken in at least fifteen (15) minute increments.
- 18.3 An employee who takes authorized leave of absence without pay shall not accrue sick leave during the period of leave without pay.
- 18.4 When employees go on sick leave, they must notify their supervisor prior to the beginning of the scheduled shift, except in situations where a bona fide emergency prevents the employee from providing notice before the start of the scheduled shift or the employee goes on sick leave during a shift, in which case the employee shall notify the immediate supervisor as soon as possible. Failure to do so may result in denial of sick leave pay.

To receive sick leave pay in excess of three consecutive three (3) days, the employees may be requested to provide a medical statement by a physician certifying that the employee's condition prevented the employee from performing the duties of this position.

- 18.5 Sick leave may be granted for any of the following reasons and in accordance with Chapter 12.8.3 of the Skamania County Personnel Policy; the County and the Union agree that sick leave use is subject to certain conditions and in accordance with RCW 49.46.210 the Washington State Sick Leave Act or other applicable law.
- 18.5.1 Illness or injury which incapacitates the employee to the extent the employee is unable to perform his/her work.
- 18.5.2 Enforced quarantine of the employee by a physician or Health Authority.
- 18.5.3 Medical Doctor or Dental treatment/appointment, if approved by the department head, designee or elected official. If the Employer feels it is appropriate, it may request for medical documentation of such treatment.
- 18.5.4 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited to three working days in any one instance, unless otherwise provided by FMLA, WPFMLA or other applicable law or by mutual agreement between the employee and the Employer. "Immediate family" includes only persons related by blood or marriage, or legal adoption in the degree of consanguinity (related by blood lineage) of wife, husband, parent, grandparent, brother, sister, child, grandchild of the employee, but not aunt, uncle, cousin, niece, nephew unless living in the employee's household. The three (3) working days limit shall not apply to absence due to care of the employee's children under the age of 18. If an employee is seeking leave under WPFMLA, the employee must follow the State process.
- 18.5.5 Bereavement Leave: Death in the immediate family requiring the attendance of the employee. Bereavement leave for such employee shall be limited to forty (40) hours in any one instance, without special approval from the County. This leave is prorated based on full time equivalent employee. Bereavement leave must be used within thirty (30) days of the death of the immediate family member unless an extension is approved by the Employer. Requestions that are unreasonably denied will be submitted to the Union and Human Resources. Unused Bereavement leave that the Employer has not given approval for a later date will be removed after thirty (30) days. The immediate family for death consideration shall include any and all of the relatives listed in 18.5.4. This leave is separate from annual and sick leave. The Employer reserves the right to request verification.
- 18.5.6 Up to four (4) hours of an employees accrued leave may be granted when an employee serves as a pallbearer.
- 18.5.7 Maternity, including pregnancy, adoption, mlscamage, abortion, childbirth and recovery therefrom.

- 18.6 All employees are covered by the Washington State Worker's Compensation Act for injuries or illnesses received while at work for the County. If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

When Washington State Labor and Industries makes a decision to allow a claim, the employee may charge their sick leave account, or other accrued paid leaves if their sick leave balance is exhausted, for the difference between compensation received from the Worker's Compensation Insurance and the employee's regular base monthly salary. Employees shall be able to utilize accrued sick or other accrued leave, in that order, for the first three (3) day waiting period for the Time Loss benefits.

Employees will not accrue sick or annual leave during time off work from a work-related injury covered under the Washington State Worker's Compensation Act.

If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

If accrued sick leave and/or annual leave are exhausted, or if the employee elects not to use such leave, the employee will receive such State Industrial Insurance weekly benefits only. The employee will not be terminated from County employment for six (6) months after exhausting accrued leaves.

Donated leaves shall be in accordance with the Skamania County Personnel Policy. When an employee uses donated leave for any reason, employees do not accrue paid leave during the month used. Upon the return to full time work use of donated leave discontinues. All remaining donated leave will be returned to the employees that donated on a prorated basis on the 25<sup>th</sup> pay period.

- 18.7 Serious Health Conditions, FMLA and Family Care Leave. The County shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, and the Washington State Paid Family and Medical Leave Act, this Agreement, and other relevant statutes. The County will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The County shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3) (b) and (c) beginning January 1, 2019. Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04

- 18.7.1 Reporting Requirements. Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. The employees requesting leave for a qualifying circumstance under this Article must state the nature of the requested leave, the expected duration of the time off of work, and if the leave is to care for a family member the employee must identify which family member. In situations where an emergency arises, the employee must notify the designated representative as soon as reasonably possible under the circumstances. For Family Care Leave, the employee should provide as much advance notice of the need as possible. For FMLA leave, where possible, an employee should give thirty (30) calendar days advance notice of the need for leave; if thirty (30) calendar days advance notice is not possible, the employee or the employee's designee shall request leave as soon as the employee knows of the need to be away from work.
- 18.7.2 Family Care Leave/ Washington Family Care Act: Regular and part-time employees who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition, may be eligible for Family Care Leave. An eligible employee is entitled to use any or all of the employee's choice of accrued sick leave or other accrued paid time off to care for a legal spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen years of age or older but incapable of self-care because of mental or physical disability or other person as provided by FMLA/PFML. Family Care Act leave that also qualifies for FMLA and/or the Washington State Family Leave Act may be counted concurrently. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available and the family member has a qualified health condition.
- 18.7.3 An FMLA eligible employee may take up to twelve (12) weeks of job protected leave from work because of a serious health condition, a family member's serious health condition, or for parental leave to care for a newborn or newly adopted or placed child. Under FMLA, a family member is an employee's parent or person who acted as a parent, legal spouse, or a child who is either under age eighteen (18) or older and incapable of self-care because of a mental or physical disability. At the time of initial placement, parents of adopted children may use sick leave to care for the child under the same conditions granted natural parents. Compensatory time use and a birth mother's period of temporary pregnancy related disability shall not be deducted from the twelve (12) week FMLA leave entitlement. All other paid time used during FMLA leave shall be deducted from the twelve (12) week leave entitlement.
- 18.7.4 With the agreement of the department, employees may work a reduced work schedule preceding and/or following the period of parental leave.
- 18.7.5 The County may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work and/or of an employee's ability to continue the full performance of his or her duties.

- 18.8 Health Insurance contributions, as provided by this Agreement, shall continue to be made by the County for all employees when using authorized accrued leaves and when on FMLA leave. Employees may be responsible to pay an increased portion of health insurance if not using their equivalent FTE of accrued leaves, except when under FMLA leave.
- 18.9 Up to one thousand (1000) hours of accrued sick leave will be paid to the employee, or his/her designated beneficiary, at the current salary level being paid at the time of a voluntary separation, after twenty (20) years of service, death or retirement.
- 18.10 Employees who separate from County service via layoff with at least five (5) years of service will be paid fifty percent (50%) for accrued unused sick leave at their base rate of pay to a maximum of five hundred (500) hours.
- 18.11 Consistent with FMLA or other applicable law, an employee will be granted FMLA for maternity leave for disabilities caused by pregnancy, miscarriage, abortion or childbirth after submitting to her department head a letter from her physician stating the date beyond which she cannot work without impairing her health. Employees on maternity leave may use their accrued sick leave or vacation.
- 18.12 Military Leave. The County shall abide by the provisions of Federal and State laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law RCW 38.40.060. Employee benefits will only continue for those months in which the employee is in a paid status the first working day of the month.
- 18.13 The parties acknowledge changes in law may occur during the period of this Agreement and should a provision of this article conflict with applicable law the law will apply.
- 18.14 Skamania County will follow all current updated State and Federal sick leave laws.

#### **ARTICLE 19 - LAYOFF AND RECALL**

- 19.1 In the event the County determines the need to lay off employees, employees will be laid off by classification, within a department, by inverse order of seniority within the classification, provided the senior employee(s) in the classification is able to perform the work available with skill and ability as determined by the department head. The County retains the right to determine layoffs, and which classification or department(s) will have layoffs.

19.2 NOTICE OF LAYOFF: Employees who have been selected for layoff shall be provided a minimum of thirty (30) calendar days' notice or pay in lieu of notice (one [1] day's pay for each day of regularly scheduled work missed for notice below thirty [30] days). A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are transferred or reassigned laterally because of layoff. The County shall continue the County's contribution toward the cost of medical and dental insurance as provided by the health insurance carrier agreement.

19.3 LAYOFF OPTIONS: In the event of layoff, notified employees have the following options:

19.3.1 Accept the layoff, or:

19.3.2 Request to bump to another classification in accordance to 19.5 and 19.6 to this Article.

19.3.3 Employees may also apply for other vacant and posted employment opportunities with the County. Employees who apply for such positions and who have the knowledge, skills and abilities to perform the job will be given preference for the position.

19.4 In the event an employee has been provided notice of layoff and seeks to bump to another classification, the employee should notify Human Resources within seven (7) calendar days of intent to bump, or apply for a vacant position\* under Section 19.3. Upon such notice, the County will provide the employee the potential bumping options.

\* Employees who are not placed in vacant positions shall retain the right to bump within the seven (7) days.

19.5 BUMPING PROCESS: Bumping will be offered in the following order:

19.5.1 Bumping within a homogenous family: When the County determines a layoff for a position, an employee laid-off within a homogenous family will bump within a homogenous family to an occupied position within the family held by the least senior employee in the family. If the laid-off employee is the least senior in the homogenous family, the employee may not bump under this section. For employees subject to lay-off under this section, homogenous seniority will remain unchanged.

19.5.2 Bumping to a lower or lateral classification previously held: Employee will be able to bump to occupied positions held by the less senior employees in lateral\* or lower classifications in which they have formerly served, provided that the employee has more County seniority than the person being bumped. The employee's new classification seniority will be the employee's current County seniority. This section is not limited between the bargaining units under OPEIU.

\*For a lateral bump, employee must have more County seniority than person to be bumped, if not, this section does not apply.

19.5.3 Bumping to a lower classification not previously held: Employee will bump to an occupied position held by the least senior employee in a lower classification within their department if the employee is qualified. Employee may also bump into a vacant position in a lower classification subject to review of qualifications and in accordance with Section 19.3 subsection three (3) to this Article. Employee's new classification seniority will be employee's current County seniority. The employee will be provided a six (6) month period for orientation and training with the expectation the employee can meet the full expectations of the position.

Determination of qualified or meeting job expectations during the six (6) month period is at the discretion of the County. In the event an employee fails the six (6) month period, the employee is laid off with no further bumping opportunities.

19.6 BUMPING CONSIDERATIONS are based on the following conditions:

- a) When an entire classification is eliminated and replaced with a new classification, seniority in the former classification shall be added to the new classification.
- b) Employees may not bump into any classification for which they do not possess licenses or certifications required by law for service in such classifications, unless the employee has previously held the position and able to obtain required licenses or certifications and/or classifications within six (6) months.

19.7 RECALL PROCESS:

In the event a laid off classification is reinstated, the employee laid off from that position will be recalled for up to twenty-four (24) months from the date of layoff. Employees on layoff shall be recalled in the inverse order of layoff to the classification.

The County will provide notice of bargaining unit classification vacancies for the same level or lessor classification as held at the time of layoff to a laid off employee. This notice provision is for up to twenty-four (24) months from date of layoff. Notice will be provided by first class mail. Employees who apply for such positions and who have the knowledge, skills and abilities to perform the job will be offered the job based on inverse order of layoff.

An employee who has bumped due to layoff, to a lower classification shall retain all rights of recall to the formerly held position for twenty-four (24) months.

Employees may not be recalled into any classification for which they do not possess licenses or certifications required by law for service in such classifications, unless the employee has previously held the position and able to obtain required licenses or certifications and/or classifications within six (6) months.

The County shall maintain a list of addresses of the employees who have been laid off subject to employees providing notice of address change. Notice of recall shall be sent by the County to the employees at their last known address by certified mail with return receipt requested. If employees fail to respond within fourteen (14) calendar days from the date of the mailing of the notice of recall, those employees shall be considered to have terminated their employment with the County, and shall cease to have seniority, and the employee's names shall be removed from the recall list. The County may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. The employee shall be responsible for notifying the Human Resources Specialist of any change in address or telephone number.

Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave, less any which may have been paid out upon layoff. The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit, including accrual rates (vacation/sick time), held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

19.8 ALTERNATIVES TO LAYOFF: The County will make every reasonable effort to avoid layoff of bargaining unit employees, with the understanding that the Board of Commissioners (BOCC) retains the final discretion on layoff decisions. The County will solicit Union input as to available and desirable alternatives. The parties may mutually agree to alternatives to layoffs for special circumstances on a case-by-case basis. The County will negotiate with the applicable Union to the extent that any alternative to layoff program impacts mandatory subjects of bargaining such as reduced work hours programs or paid leave reductions.

19.9 DEFINITIONS:

County Seniority for Layoffs, Bumping and Recall: County seniority is based upon continuous active service, including time on Workers Compensation leave, FMLA leave, FCA leave and approved paid leaves of absence or as otherwise provided by law, not including work performed under temporary positions. Ties in County Seniority will be determined by lot.

Classification Seniority for Layoffs, Bumping and Recall: Classification seniority is based upon continuous active service, including time on Workers Compensation leave, FMLA leave, FCA leave and approved paid leaves of absence while employed in a particular classification. Ties in classification seniority will be determined by lot.

Lateral Classification: A lateral classification is a classification that has the same range as the other and as identified by Appendix "E" to this Agreement.

Lower Classification: A lower classification is a classification with a lessor range than another classification and as identified by Appendix "E" to this Agreement.

Homogenous Family: A homogenous family is a list of job classifications that share similar knowledge, skills and abilities as determined by the County and as identified by Appendix "E" to this Agreement.

Homogenous Seniority: Homogenous seniority for layoff, bumping and recall is based upon continuous active service, including time on Workers Compensation leave, FMLA leave, FCA leave and approved paid leaves of absence while employed in a homogenous family. Ties in homogenous seniority shall be determined by lot.

## **ARTICLE 20 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

20.1 For the purpose of this Agreement, "promotion" is defined as the movement of an employee from a position in one labor grade to another labor grade within the bargaining unit which imposes increased duties and responsibilities, requires greater pay and qualifications and provides a higher maximum rate of pay.

20.2 Notice of all regular full-time and part-time job vacancies shall be posted first within the division/department for which the job is placed, the bargaining unit, the County, and the general public. This notice will remain on the bulletin board for three (3) working days for each tier, and include job title, labor grade, and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during this three (3) day period will be considered for the job.

This section does not apply to entry level or temporary positions.

20.3 Promotions shall be made on the basis of performance and the ability of the employee to perform the work. If, in the Employer's judgment, the performance and ability of two (2) or more employees are substantially equal, the employee with the greatest seniority shall be selected.

20.4 Employees should be given reasonable opportunity to receive training necessary for advancement within the bargaining unit. In selecting employees for such training opportunity, the Employer may consider business needs, employee skills, ability and experience, employee adaptability and suitability for training, and other business or operational needs. Where those factors are substantially equal, the employee with the greatest seniority shall be offered the first opportunity for such training, if the employee so desires.

20.5 Working out of classification: An employee who is assigned to work four (4) hours of a scheduled work day in a higher classification will be paid an additional five percent (5%) of base wage for all hours worked under the assignment.

For the Road Division Administration - (Road Maintenance Superintendent and at least two [2] Road Foremen) will approve an employee to operate equipment in a higher job classification once the employee has shown the ability to skillfully and safely operate that piece of equipment.

- 20.5.1 Assignments for less than four (4) hours of a scheduled work day and training assignments do not require additional payment.
- 20.6 When an employee is promoted from one position to a higher position, the employee shall be placed in at least the next higher step in the new range above the employee's current salary not to exceed the highest step in the new range.
- 20.7 Promotional appointments shall be tentative and subject to a probationary period of three (3) months but shall be in accordance with Article 11.1.1 to this Agreement. In the event the employee does not successfully pass the probationary period, such employee shall be returned to their former position without any loss of seniority, at his/her previous rate of pay. Except in cases of transfers into another department.
- 20.8 DEMOTION: In the event of a demotion as a result of bump back due to layoffs, or other circumstances, an employee so demoted shall receive a maximum of the lower position or their present salary, whichever is lower and shall not serve a probationary period.
- 20.9 TRANSFERS: An employee may apply for and receive a transfer to a position of another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the County. An employee so transferred shall receive the same salary as their former position.
- 20.10 Career Development. The Employer agrees to develop a process for cross-training employees, either at the employee's request or Employer request. Employees may be assigned higher level work for training and development purposes on a limited term basis. The Department shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher-level classification under this Section shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration. Career development opportunities shall not be used to prevent the filling of vacant positions.
- 20.11 Tuition Reimbursement. The County may reimburse an employee for the cost of tuition, registration, associated books and fees for any classes to a bona fide school of higher education (college) and approved seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the Board of County Commissioners (BOCC), will result in improved job performance. Prior approval from the Department Head and Human Resource Specialist is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

## **ARTICLE 21 - SENIORITY**

- 21.1 Seniority for reasons other than layoff or cutbacks shall be calculated from the employee's last date of hire within the section in which the employee is employed. A section shall be defined as Road Division, Engineering/Administrative Division, ER&R Division, Solid Waste Division and the Building and Grounds Division, Senior Services Department Bus Drivers.
- 21.2 The departments shall post copies of the seniority lists in January in all work areas, and a copy shall be provided for the Union.
- 21.3 An employee shall lose all seniority rights in the event of voluntary or involuntary termination.
- 21.4 An employee not completing the six (6) month entry probation period shall not be considered to have seniority and shall not be considered a regular employee.
- 21.5 Seniority shall cease to accrue during leaves of absence without pay in excess of fifteen (15) days except military leave or leave following injuries while on duty.

## **ARTICLE 22 - NON-DISCRIMINATION**

- 22.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, mental, sensory or physical disability (unless a bonafide occupational qualification exists), sex, sexual orientation, gender identity, Union affiliation, or political affiliation. The Union shall share equally with the County the responsibility for applying the provisions of this Agreement.

## **ARTICLE 23 - SKAMANIA COUNTY PERSONNEL POLICY**

Revisions and/or adoption of new policies will be discussed with the Union prior to adoption by the County consistent with bargaining obligations. Should there be a conflict between this contract and the Personnel Policy, the language within the contract shall take precedence, and disagreements are subject to negotiations between the parties, subject to RCW 41.56. (see also Article 26).

## **ARTICLE 24 - SEPARABILITY**

In the event that any provision of this Agreement is unlawful or be declared invalid by a final judgment of any court of competent jurisdiction or through final decree of a government (federal or state), such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

## **ARTICLE 25 - CHANGES IN WORKING CONDITIONS**

Changes in existing wages, hours and working conditions shall be subject to consultation and bargaining obligations under RCW 41.56.

The County agrees to provide the Union with a copy of all bargaining unit job descriptions. The County further agrees, should there be reason to review and/or changes the current bargaining unit job descriptions the Union will be notified, in writing. The County retains the right to set job duties and assignments. Job descriptions for new positions or changes in job descriptions will be provided to the Union, and the Union may request to bargain the compensation provided for the position. Bargaining will not impede the County's ability to hire for the position or new duties.

## **ARTICLE 26 - CONFLICT OF CONTRACT AND ORDINANCE**

Where there is a direct and specific conflict in the terms of this Agreement and a specific County policy, this Agreement shall apply to members of these bargaining units.

## **ARTICLE 27 - ENTIRE AGREEMENT**

This Agreement embodies the whole Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, except for written supplements to this Agreement executed subsequently thereto.

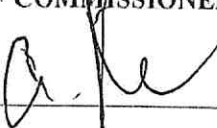
## **ARTICLE 28 - FULL OPPORTUNITY TO BARGAIN**

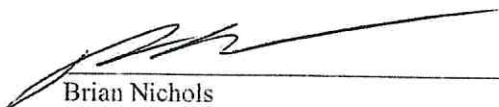
Both parties acknowledge that each party has had full and complete opportunity to present proposals and negotiate on all aspects of wages, hours and working conditions, and negotiations are concluded for the term of this Agreement.


**ARTICLE 29 - DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2025, or upon execution, and shall remain in effect through December 31, 2026, unless extended by mutual agreement of both parties, except as expressly provided herein. Either party seeking to negotiate a successor Agreement will provide notice of intent at least ninety (90) days prior to the expiration date of the Agreement


**SKAMANIA COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Asa Leckie  
Chair  
Date: 02/04/25


  
\_\_\_\_\_  
Brian Nichols  
Commissioner  
Date: 02/04/25

  
\_\_\_\_\_  
Rob Farris  
Commissioner  
Date: 02/04/25

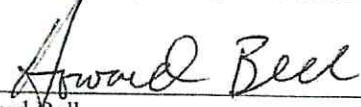
APPROVED AS TO FORM ONLY:

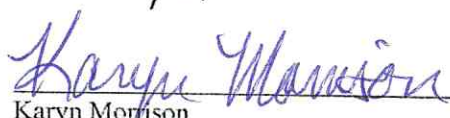
  
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Adam Kick, Prosecuting Attorney  
Date: \_\_\_\_\_

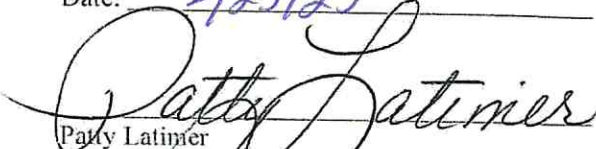
ATTEST:

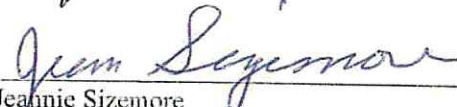
  
\_\_\_\_\_  
Lisa Sackos, Clerk of the Board  
Date: 02/04/25

**OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL #11**

  
\_\_\_\_\_  
Howard Bell  
Executive Officer/Secretary-Treasurer  
Date: 1/31/2025

  
\_\_\_\_\_  
Karyn Morrison  
Union Representative  
Date: 2/25/25

  
\_\_\_\_\_  
Patty Latimer  
Senior Shop Steward  
Date: 2-13-2025

  
\_\_\_\_\_  
Jeannie Sizemore  
Shop Steward  
Date: 2-25-2025

  
\_\_\_\_\_  
Dustin Shields  
Shop Steward  
Date: 2-19-2025

**APPENDIX "A" - 2025 Adjusted Ranges and Fixes Salary Schedule with 4.5% between steps and ranges with a 1% COLA (approximately 4% effective COLA)**

**PUBLIC WORKS UNIT**

Wages on monthly based on a regular work schedule of 2080 hours per year

**ENGINEERING DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	Office Assistant V	4106	4291	4484	4686	4896
18	Accounting Technician II	4106	4291	4484	4686	4896
18*	Engineering Technician II	4106	4291	4484	4686	4896
18*	PW Assistant Specialist	4106	4291	4484	4686	4896
19	PW Administrative Assistant	4291	4484	4688	4896	5117
20	Accounting Technician III	4484	4686	4896	5117	5347
22	Accounting Technician/Office Lead	4896	5117	5347	5588	5839
22	Engineering Technician III	4896	5117	5347	5588	5839
24*	Engineering Technician IV/Project Manager	5347	5588	5839	6102	6376

**BUILDINGS AND GROUNDS DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
16	Custodian	3760	3929	4106	4291	4484
18	Facilities Maintenance Worker	4106	4291	4484	4686	4896
20	Trade Specialist Carpentry	4484	4686	4896	5117	5347
21	Trade Specialist Electrical	4686	4896	5117	5347	5588
22*	Facility Maintenance Specialist	4896	5117	5347	5588	5839

**ROAD DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	Road Maintenance Worker II	4106	4291	4484	4686	4896
21	Road Maintenance Worker III	4686	4896	5117	5347	5588
20	Mechanic	4484	4686	4896	5117	5347
22	Lead Mechanic	4896	5117	5347	5588	5839
22	Traffic Safety specialist	4896	5117	5347	5588	5839

**SOLID WASTE DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
17	Transfer Site Operator I	3929	4106	4291	4484	4686
17*	Solid Waste Laborer/Mechanic	3929	4106	4291	4484	4686
19	Transfer Station Operator II	4291	4484	4688	4896	5117
21	Transfer Station Truck Driver	4686	4896	5117	5347	5588

**APPENDIX "A" - 2025 Adjusted Ranges and Fixes Salary Schedule with 4.5% between steps and ranges with a 1% COLA (approximately 4% effective COLA)**

**SENIOR SERVICES DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
14	Bus Driver I	3443	3598	3760	3929	4106
16	Bus Driver II	3760	3929	4106	4291	4484
16	Transit Bus Driver	3760	3929	4106	4291	4484
20	Operations Lead Bus Driver	4484	4686	4896	5117	5347

**NOXIOUS WEED DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	Partnership Specialist	4106	4291	4484	4686	4896
17	Natural Resource Technician	3929	4106	4291	4484	4686

\*Indicates positions that currently are not currently filled, and for which the range was not increased. If one of these positions is filled the ranges may be adjusted as appropriate.

**APPENDIX "A" - 2026 3% COLA**

**PUBLIC WORKS UNIT**

Wages on monthly based on a regular work schedule of 2080 hours per year

**ENGINEERING DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	Office Assistant V	4230	4420	4619	4827	5044
18	Accounting Technician II	4230	4420	4619	4827	5044
18*	Engineering Technician II	4230	4420	4619	4827	5044
19	PW Administrative Assistant	4420	4619	4827	5044	5271
18*	PW Assistant Specialist	4230	4420	4619	4827	5044
20	Accounting Technician III	4619	4827	5044	5271	5509
22	Accounting Technician/Office Lead	5044	5271	5509	5757	6016
22	Engineering Technician III	5044	5271	5509	5757	6016
24*	Engineering Technician IV/Project Manager	5509	5757	6016	6286	6569

**BUILDINGS AND GROUNDS DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
16	Custodian	3874	4048	4230	4420	4619
18	Facilities Maintenance Worker	4230	4420	4619	4827	5044
20	Trade Specialist Carpentry	4619	4827	5044	5271	5509
21	Trade Specialist Electrical	4827	5044	5271	5509	5757
22*	Facility Maintenance Specialist	5044	5271	5509	5757	6016

**ROAD DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	*Road Maintenance Worker II	4230	4420	4619	4827	5044
21	Road Maintenance Worker III	4827	5044	5271	5509	5757
20	Mechanic	4619	4827	5044	5271	5509
22	Lead Mechanic	5044	5271	5509	5757	6016
22	Traffic Safety specialist	5044	5271	5509	5757	6016

**SOLID WASTE DIVISION**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
17	Transfer Site Operator I	4048	4230	4420	4619	4827
17*	Solid Waste Laborer/Mechanic	4048	4230	4420	4619	4827
20	Transfer Station Operator 11	4619	4827	5044	5271	5509
21	Transfer Station Truck Driver	4827	5044	5271	5509	5757

**SENIOR SERVICES DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
14	Bus Driver I	3547	3707	3874	4048	4230
16	Bus Driver II	3874	4048	4230	4420	4619
16	Transit Bus Driver	3874	4048	4230	4420	4619
20	Operations Lead Bus Driver	4619	4827	5044	5271	5509

**NOXIOUS WEED DEPARTMENT**

<b>Range</b>	<b>Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
18	Partnership Specialist	4230	4420	4619	4827	5044
17	Natural Resource Technician	4048	4230	4420	4619	4827

**APPENDIX "B"**

**BUILDINGS AND GROUNDS CONTRACTING MOU**

**MEMORANDUM OF UNDERSTANDING**

Between

**SKAMANIA COUNTY**

and the

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11**

This Memorandum of Understanding is entered into between Skamania County and the Office & Professional Employees International Union, Local 11; specifically designated for the Building and Grounds Department members, regarding contracting out work and falling within the guidelines detailed under Article 14/Grievance procedure of the Collective Bargaining Agreement.

It is mutually agreed by all parties that the County may contract out bargaining unit work; within the Building and Grounds Department; provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide fifteen (15) working days' notice to the affected Union and its representatives.

## APPENDIX "C"

### SENIOR SERVICES BUS DRIVERS MOU

### MEMORANDUM OF UNDERSTANDING

Between

SKAMANIA COUNTY

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between Skamania County and the Office & Professional Employees International Union, Local 11. It is the intent of this memorandum to clarify the hours of work within the Senior Services Department and is specifically designated for the Bus Drivers I and Bus Drivers II positions which shall be known as "drivers" hereafter and in accordance with Article 4/Hours of Work to the Collective Bargaining Agreement.

*Note: This memorandum and the action which it covers is not precedent setting and applicable only to this specific case.*

It is mutually agreed by all parties that the assignment of work hours with relation to scheduling "demand response" drivers shall be within the parameters detailed below:

- It is the intent of the County to ensure that the bus Driver II positions with fixed full-time equivalent (FTE) percentages work those required hours over the course of a calendar year. Only those positions will qualify for prorated benefits. Bus Driver positions with no specified fixed FTE percentages are not guaranteed a specific number of hours per month or per year and do not meet eligibility for prorated benefits.
- Notice specified in Article 4.2 to this Agreement is not required for drivers who are performing "dial-a-ride" (demand response) to take a trip.
- Demand response drivers are not required to take a trip assignment and there is no punitive action taken if they decline to take a trip.
- Some demand response drivers requested to work only specific days and Senior Services will try to accommodate those requests. At times, drivers may be asked to work on requested days off to meet demand, but the drivers may decline the request.
- The demand response drivers will provide information about their availability and changes to the availability to Senior Services management and to the Dispatcher who assigns drivers and vehicles to meet the demand. Driver availability fluctuates considerably in an effort to accommodate their vacation, sick time, and personal circumstances.
- Every effort will be made to avoid split shifts. The drivers may be assigned to clean vehicles between trips, pick up mail, deliver home delivered meals and perform other driving tasks to minimize the need for a split shift. If required, a driver may be offered a split shift, with the ability to decline. If the driver declines, another driver will be assigned to drive the second shift.

- The County retains the sole discretion to determine the required number of drivers with a fixed FTE percentage and number of drivers with no fixed FTE percentage, based on operating needs.

Be it further agreed that this memorandum shall be pursuant to the terms of Article 14/Grievance Procedure should there be any dispute regarding the interpretation and/or application.

**APPENDIX "D"**  
Layoff and Recall

Public Works, Building and Grounds, Solid Waste and Noxious Weed, Senior Service (Bus Drivers) &  
Community Health Department

<u>Range</u>	<u>Position Classification</u>
24*	Engineering Technician IV/Project Manager
22*	Facility Maintenance Specialist
22	Traffic Safety Specialist
22	Lead Mechanic
21	Trade Specialist (Electrical)
22	Engineering Technician III
20	Accounting Tech III
20	Trade Specialist Carpentry
20	Mechanic
21	Road Maintenance Worker III
21	Transfer Station Truck Driver
18	Public Assistance Specialist
19	Administrative Assistant
18*	Engineering Technician II
19	Transfer Station Operator II (this job will go to range 20 in 2026)
20	Operations Lead Bus Driver
18	Transfer Station Operator I/Maintenance
18	Road Maintenance Worker II
18	Accounting Technician II
18	Facilities Maintenance Worker
18	Office Assistant V
17	Transfer Station Operator J
18	Natural Resource Specialist
16	Bus Driver 11
16	Custodian
14	Bus Driver 1

**Homogenous Families\*      Classifications within the Family**

1.                                      Road Worker III  
    Transfer Station Truck Driver
  
2.                                      Office Assistant V.
  
3.                                      Solid Waste Laborer/Mechanic  
    Facilities Maintenance Worker  
    Road Maintenance Worker II

\* Position Classifications not listed as Homogenous are subject to the layoff off bumping provisions provided in Article 19.

*Note: County agrees to meet and confer with Union when additional classifications are added to the bargaining unit in regards to this Appendix. County does not waive any rights under the collective bargaining act and reserves the right to determine qualifications and assignments of work for classifications, ranges, families and position status for this Appendix.*