

LABOR AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

LOCAL 176, COUNCIL #2, AFSCME

REPRESENTING EMPLOYEES OF:

PUBLIC WORKS

January 1, 2025 through December 31, 2027



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This agreement entered into the _____ day of _____ through December 31, 2027, by and between the Board of County Commissioners of Skagit County, Washington(County), American Federation of State, County and Municipal Employees, AFL-CIO (Union, and individuals are Union Officials) and Local 176 of the American Federation of State, County and Municipal Employees, AFL-CIO (Bargaining Unit) , do hereby agree to enhance the material conditions of the Bargaining Unit employees, promote the general efficiency of the Public Works Department (Department), to eliminate as far as possible, political considerations from policy, and to promote the morale, well-being and security of Bargaining Unit employees.

PREAMBLE

The County and the Union shall work together individually and collectively to provide the public with efficient service, to encourage good attendance of Bargaining Unit employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency with the Bargaining Unit employees, while providing the Bargaining Unit employees with a workplace that fosters respect, dignity and consistency of direction of the workforce.

The parties recognize the County has adopted a policies providing for general terms and conditions of employment. Where this Agreement addresses a topic or provision also contained in the County policies this Agreement shall prevail as to any conflict. This Agreement shall supplement County policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in County policy.

ARTICLE 1 - RECOGNITION

1.1 Union Dues/Payroll Deduction. The County shall, for the duration of this Agreement, deduct regular periodic Union dues from the paycheck of each Bargaining Unit employees who has authorized the withholding of such dues in a form determined by the Union. The County will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union including a copy of the deduction authorization for the County's file. Funds deducted shall be remitted by the County to an agent of the Union as the Union shall, in writing, reasonably designate.

1.2 Union Dues/Cancellation. Bargaining Unit employees may cancel their dues deduction by written notice to the Union in accordance with the terms and conditions of their dues deduction authorization. The Union will provide timely written notice to the County of the cancellation of dues authorization by a Bargaining Unit employee. Dues deduction will end not later than the second payroll period after the County's receives a notice of cancellation from the Union.

1.2.1 The Union and all Bargaining Unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

1.3 The County will provide written notice to the Union of new Bargaining Unit employees. Notice will be provided after the Bargaining Unit employee starts their first day.

1.3.1 The County will provide, at least monthly, a written report to the

Union's designee transmitted with the deducted dues owed to the Union ("Transferred Amount"). Such report shall indicate:

1) all Bargaining Unit employees who had dues withheld as part of the Transferred Amount and the amount withheld and transmitted for that individual.

2) the names and addresses of all Bargaining Unit employees.

1.4 Within 60 days of a new Bargaining Unit employee's start date, the County will provide the Union access to the Bargaining Unit employee's regular worksite, for no less than 30 minutes during the Bargaining Unit employee's regular work hours, to present information about the Union and this Agreement. This presentation may occur during a new Bargaining Unit employee orientation or at another time and location mutually agreed to by the parties.

ARTICLE 2 – DEFINITIONS

2.1 **Full-Time Regular Employee:** An employee who regularly works 40 hours per week.

2.2 **Regular Part-Time Employee:** An employee who regularly works less than 40 hours per week but at least 20 hours per week for 5 months or longer.

2.3 **Temporary Employee:** An employee working a full-time or part-time schedule for a specified period of time, not to exceed 5 months.

2.4 **Temporary Assignment Out of Class:** Temporary Assignment Out of Class is defined where all Bargaining Unit Employee pay (regular, sick, vacation, holiday, etc.) are counted at the temporary assignment salary range (based upon promotion criteria in article 12.4 (a)) and is performing the total responsibilities of the higher classification. Temporary Out of Class Assignments are intended to be longer than one work week and must be approved by management.

ARTICLE 3 - UNION-MANAGEMENT RELATIONS

3.1. All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized Bargaining Unit employees, Union Officials, and County.

3.2. This Agreement shall become effective only when signed by an E-board member or designee, and the Board of County Commissioners.

3.3. The Union shall select up to 2 Union Officials and 3 Bargaining Unit employees (5 total) to conduct negotiations with the County. Negotiations shall be conducted at mutually agreed times and places.

3.4. Bargaining Unit employees on the negotiating team will be paid their usual wage whenever negotiations are called by the County during normal working hours.

3.5. Bargaining Unit stewards shall be allowed time away from their duty station

without loss of pay when attending meetings with the County, or when adjusting grievances or complaints. Bargaining Unit stewards shall obtain permission from their supervisor before leaving the job site. Bargaining Unit stewards who wish to contact a Bargaining Unit employee on the job concerning a grievance or complaint shall first obtain permission from their and the Bargaining Unit employee's supervisor. Supervisors shall cooperate with the Bargaining Unit steward in order to expedite and resolve grievances or complaints.

- 3.6. On or about February 1 of each year, the Union shall submit to the County a written list of Union Officials, Bargaining Unit stewards, the negotiating committee, and the grievance committee. The County shall be notified in writing of any changes that occur during the year within 2 weeks after such changes occur.
- 3.7. The County shall retain all customary, usual, and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibilities to manage the affairs of the department, without need to bargain further about any matter not addressed in this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of discretion and decision-making authority. However, the Union and the County shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances or other problems, and to improve the relations between the parties. Without limitation and by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
 - 3.7.1. To determine the specific programs and services offered by the County, and the methods, means, and facilities by which they shall be effectuated.
 - 3.7.2. To determine the nature and qualifications of the work force, to introduce and assign the duties and equipment, to direct and evaluate the Bargaining Unit employees in the performance of their work assignments, and to determine schedules and time off.
 - 3.7.3. To hire, promote, train, retain, layoff, suspend, and to discipline, demote, and discharge Bargaining Unit employees for just cause, and to discharge probationary Bargaining Unit employees at will.
 - 3.7.4. To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment, and facilities.
 - 3.7.5. To eliminate, reorganize, subcontract, or combine the work of the County.
 - 3.7.6. To subcontract work beyond the capacity and/or scope of the bargaining unit to perform the work.
- 3.8. In recognition of the value of communication between the parties and the benefits of cooperative problem solving, a Labor/Management Committee shall be

established which will meet upon either party's request during the term of this agreement to discuss matters of mutual concern. Safety and Training will be standing agenda items.

- 3.8.1. The committee will meet at the request of either party when it is believed there are matters which merit discussion. Committee business will be conducted on County time.
- 3.8.2. The committee will include up to 5 permanent members chosen by the Union and up to 5 permanent members chosen by the County. Either party may invite additional participants on an ad hoc basis.
- 3.8.3. Any items discussed in the Labor/Management Committee shall not add to or alter the terms of this Agreement unless ratified by the Bargaining Unit and approved by the Board of County Commissioners. No party to this agreement waives its right to negotiate any bargainable subject.

ARTICLE 4 - HEALTH AND WELFARE

- 4.1 All eligible Bargaining Unit employees shall participate in the Standard Medical Plan (SMP) or the High Deductible Health Plan (HDHP), which includes the provisions of Section 4.8, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP/ HDHP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 4.4, 4.5 or 4.7. The SMP/HDHP shall be the Plan adopted by the County.
- 4.2 The County shall fund the SMP/HDHP benefits, accumulation of reserves, and operation as herein provided:
 - 4.2.1 The Parties have agreed that an appropriate division of the SMP **“Operating Cost Sharing”** (SMP/HDHP -OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling 3 year period.
 - 4.2.3 If a specific SMP/HDHP Bargaining Unit employee benefit choice requires a Bargaining Unit employee payment to the County in order to obtain such benefit coverage (i.e. Bargaining Unit employee contribution for spousal benefits) such Bargaining Unit employee payment is hereby authorized for payroll deduction. To the extent the County may be able to do so such payments shall be deducted on a “pre-tax” basis.
- 4.3 All funding set out in Section 4.2 shall exclusively be used for the SMP/HDHP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 4.4 As provided in 4.3, or should the SMP/HDHP accumulate “surplus reserves” as advised by the Plan Consultant (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP/HDHP to provide funding of

the SMP for actuarial predictable "bad years") such surplus reserves shall be available for:

- 4.4.1 Maintaining fund stability consistent with Section 4.2 and its subsections;
- 4.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP/HDHP benefit improvements as do not weaken the long term sustainability of the SMP/HDHP at the current and future funding levels; plus, such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
- 4.5 Should the SMP/HDHP experience negative actuarial trend experience altering the division of SMP/HDHP -OCS as provided in Section 4.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP/HDHP, shall meet and make said possible recommendations for the following plan year within the division of SMP/HDHP -OCS provided in Section 4.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP/HDHP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.
 - 4.5.1 The Benefits Committee may have one representative from each bargaining unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County's consultants and the HR department.
- 4.6 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.
- 4.7 If any change(s) to the SMP/HDHP is required by the program provider or federal or state law, the County shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.
- 4.8 The parties agree on the ability of Bargaining Unit employees to continue participation in a Health Savings Account (HSA) at the additional cost to be paid for by the Bargaining Unit employee. Participation in the HSA shall be in accordance with the adopted plan.

ARTICLE 5 - DRUG AND ALCOHOL

- 5.1 The Drug and Alcohol provisions are attached as Appendix A.

ARTICLE 6 - PAID HOLIDAYS

- 6.1 The following shall be paid, legal, observed holidays:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	Nineteenth of June
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving
Christmas Day	Twenty-fifth day of December

- 6.2. Whenever a legal holiday falls on Sunday, the next Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the previous Friday shall be considered a legal holiday.

6.2.1. Whenever a holiday falls on a Friday or Saturday, for Bargaining Unit employees on a regular 4/10 hour work week, Monday through Thursday, Thursday shall be considered a holiday. Whenever a holiday falls on a Sunday or Monday, for Bargaining Unit employees on a regular 4/10 hour day work week, Tuesday through Friday, Tuesday shall be considered a holiday.

6.2.2 Bargaining Unit employees working an assigned shift in excess of 8 hours per day shall receive holiday compensation on the basis of "No Gain and No Loss" where if a Bargaining Unit employee would not receive their entire schedule of straight-time hours ONLY because of an observed holiday in the workweek the Bargaining Unit employee shall be "topped up" to their normal straight-time workweek for the holiday week. For example, if a Bargaining Unit employee is scheduled for 10-hour shifts on a holiday week and time off is taken for the holiday, 10 hours of holiday pay will be paid. If the Bargaining Unit employee works 40 hours in the week of the holiday, only 8 hours of holiday pay will be paid.

- 6.3 Personal Holidays: Each Bargaining Unit employee may have 2 personal holidays and select the days on which they desire to take the personal holidays, subject to the approval of the supervisor.

6.3.1. New Bargaining Unit employees shall be eligible for the personal holiday following completion of probation.

6.3.2 All personal holidays shall be for 8 hours for any Bargaining Unit employee

employed as 1.0 FTE and shall be prorated for any Bargaining Unit employee employed at less than 1.0 FTE and is a Regular Part-Time employee. If a Bargaining Unit employee is granted a personal holiday in a workweek consisting of regularly scheduled daily hours in excess of 8 in a day, Section 6.2.2 shall apply. Personal holidays may be taken in no less than 1 hour increments subject to the approval of their supervisor.

6.4. Bargaining Unit Regular Part-Time and Regular Full-Time Employees scheduled to work the above referenced holidays shall be paid 2 1/2 times their regular rate of pay for all hours worked within the 24-hour period of the holiday.

6.5 Scalehouse Attendants and Bargaining Unit employees scheduled to work whose regular work shift falls on Easter Sunday shall receive holiday pay for that day when the Transfer Station is closed.

6.6 Bargaining Unit Regular Part-Time Employees shall receive prorated holiday pay based on the total hours compensated for the month or a percentage of a full-time work month of 173.33 hours.

6.7 A Bargaining Unit employee shall be eligible for the paid holidays unless the employee is on unpaid and unprotected leave on either or both the workday prior to and the workday following the day on which the holiday is observed. In the case of Bargaining Unit employees on authorized time loss for an industrial insurance claim, they have had less than 16 hours of unpaid leave during the month of the holiday.

6.8 When Bargaining Unit employees are working a 4/10 schedule as a required assigned schedule by the County, holiday pay shall be paid to those Bargaining Unit employees at 10 hours. For those Bargaining Unit employees working an alternate schedule at the Bargaining Unit employee's request, holiday pay shall be 8 hours for any Bargaining Unit Regular Full-Time Employee, and pro-rated for any Bargaining Unit Regular Part-Time Employee based on their percentage of full-time employment. Bargaining Unit employees may request to change to a 5/8 schedule in any week in which a holiday falls in order to avoid having to use accrued leave to make up the remainder of the 40 hour work week.

ARTICLE 7 - VACATIONS

7.1. Vacation time and seniority benefits shall be computed from the last day of hiring if the Bargaining Unit employee left the County for any reason other than military service for over a one-year period.

7.2. In allocating vacation time, seniority shall be followed as nearly as possible and means shall be provided for Bargaining Unit employees to indicate preferred vacation time.

7.3 All Bargaining Unit employees shall be credited at the end of each pay period of full-time employment with the following amounts of vacation time off:

(For the purpose of ease of computation, the vacation schedule may be converted from days to hours based on a ratio of 1 day equals 8 hours.)

Current Year of Service (based on progression date from payroll system)	Annual Vacation Benefit (hours)	Corresponding Vacation Days (based on 8-hour days)	Pay Period Accrual (hours)	(Years of Completed Service)
1	104	13	4.33	0
2	112	14	4.67	1
3	120	15	5.00	2
4	128	16	5.33	3
5	144	18	6.00	4
6	144	18	6.00	5
7	144	18	6.00	6
8	144	18	6.00	7
9	152	19	6.33	8
10	168	21	7.00	9
11	168	21	7.00	10
12	176	22	7.33	11
13	176	22	7.33	12
14	176	22	7.33	13
15	192	24	8.00	14
16	200	25	8.33	15
17	200	25	8.33	16
18	200	25	8.33	17
19	208	26	8.67	18
20	208	26	8.67	19
21	216	27	9.00	20+

7.4. Upon completion of 6 months of employment, Bargaining Unit employees shall be allowed to schedule vacation based on their accrued vacation hours. Should a Bargaining Unit employee emergency exist, the County may approve leave without pay for a Bargaining Unit employee prior to completion of 6 months.

7.5 Vacation time off may be accrued and be carried over to the next anniversary year to a maximum of 320 hours (for 40 hour work week Bargaining Unit employees) or pro-rata for Bargaining Unit employees working less than a 40 hour work week, with the consent of the Department Head. Bargaining Unit employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap.

7.6. Vacation days for purposes of accrual shall consist of 8 hours per day for 40 hour/work week positions. Vacation leave shall be expended based on actual hours off assigned work shift.

7.7. Previous continuous County service shall be allowed in determining the initial accrual rate of vacation time.

7.8 Upon resignation or termination, an eligible Bargaining Unit employee who has satisfactorily completed the probationary period with at least 1 full year of continuous employment, who resigns with a minimum of 2 weeks' notice, except in cases of emergency, will be paid accrued but unused vacation time through the date of termination up to a maximum of 40 working days or 320 hours, whichever is less (except when additional accrual has been authorized by the Board of County Commissioners).

ARTICLE 8 - SICK TIME

8.1. In accordance with the cooperative spirit of this Agreement, the County and Union agree that they shall work jointly to prevent misuse and/or abuse of sick time rights, privileges and obligations, and further agree that to implement this intent, the grievance procedure in Article 12 of this Agreement shall be available to both the County and Bargaining Unit employee in all questions of abuse and/or misuse.

8.2 Each Bargaining Unit employee will accrue sick time at the rate of 1 working day of time off for each calendar month of service (i.e.: 0.0462 hours per compensated straight time hour up to 96 hours in any one calendar year). Sick time shall not exceed 1200 hours for Bargaining Unit employees working 40 hour work week or 1050 hours for Bargaining Unit employees working a 35 hour work week. Bargaining Unit employees may only accumulate a maximum of 1,200 hours.

8.2.1 Bargaining Unit Regular Part-Time Employees shall accrue sick time on a pro-rated basis.

8.3. The County will consider previous continuous County service in determining Bargaining Unit employee's initial amount of sick time.

8.4. Bargaining Unit employees who are granted any type of time off or leave with pay shall continue to accrue sick time during such absence.

8.5. Sick time off shall be granted for the following reasons:

8.5.1. Personal illness or non-self-inflicted physical incapacity that renders them unable to perform the duties of their position.

8.5.2. Enforced quarantine in accordance with health regulations.

8.5.3. As defined in RCW 49.46.210, a Family Member's illness.

8.5.4. Medical, dental or optical appointments.

8.5.5. Any other reason allowed by the Washington Paid Sick Leave law (RCW 49.46.010 et seq.).

8.6. Sick time off shall be figured exclusive of holidays and days off.

8.7. If the Bargaining Unit employee uses more than 3 consecutive days of sick time, they shall furnish a physician's certificate, if requested by the County.

8.8. The Bargaining Unit employee shall be responsible for notifying their supervisor 15 minutes or more prior to the work shift if taking sick time.

8.9 BARGAINING UNIT EMPLOYEE SEPARATING SERVICE: Bargaining Unit Regular Full-Time or Regular Part-Time Employees with 5 years or more of service may cash-out 25% of their sick leave bank, only if they separate employment in good standing. (Cash-out not to exceed 80 hours).

8.10 RETIREE SICK LEAVE CASH-OUT: Bargaining Unit Regular Full-Time or Regular Part-Time Employees who retire may cash-out 50% of their sick leave bank payable separation from services (Cash-out not to exceed maximum of 320 hours).

8.11 DEATH SICK LEAVE CASH-OUT: Bargaining Unit active Regular Full-Time or Regular Part-Time Employees upon death is cashed out at 100% of accrued sick leave.

8.12 If there is a conflict, the County shall comply with the Washington Paid Sick Leave law (RCW 49.46.010 et seq.) in administering Bargaining Unit employee's sick time.

ARTICLE 9 - OTHER TIME OFF AND LEAVE

9.1 Serious Health Condition, FMLA, PFML, WFLA and Family Care Act. The County shall authorize leaves of absence to Bargaining Unit employees for qualifying circumstances, as specified in the Family Medical Leave Act (FMLA), the Washington Family Leave Act, the Family Care Act, this Agreement, and in accordance with other relevant medical and family leave laws. As provided in County policy, Bargaining Unit employees may opt to use available vacation and/or sick-leave benefits during statutory leave periods.

9.1.1 Definition of the 12 Month Period

The twelve-month period for FMLA shall be measured forward from the date a Bargaining Unit employee's first FMLA leave begins. Therefore, a Bargaining Unit employee would be entitled to 12 weeks of leave during the year beginning the first time FMLA leave is taken; the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

9.1.2 Intermittent or Reduced Leave

Under some circumstances, Bargaining Unit employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing the normal weekly or daily work schedule. Where intermittent FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to the County's approval. FMLA leave may be taken intermittently whenever it is medically necessary and as FMLA allows.

9.1.3 Advance Notice and Medical Certification

Bargaining Unit employees shall provide the department head/elected official with written notification of the anticipated FMLA leave dates 30 days in advance when the leave is foreseeable. If the leave is not foreseeable, the Bargaining Unit employee shall notify the department head/elected official as soon as possible but at least one working day before the beginning of the leave. Medical certification will be required to support a request for leave because of a serious health condition.

9.1.4 Job and Benefits Protection

The County shall maintain the Bargaining Unit employee's medical, dental, vision and life insurance coverage for the duration of the FMLA leave. If the Bargaining Unit employee has been required to pay a portion of the monthly premium, they will be required to continue doing so while on leave. Upon return from FMLA leave, Bargaining Unit employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms unless they are among the top 10% highly compensated (wages) employee group of Skagit County.

9.1.5 Failure to Return to Work

Any Bargaining Unit employee who fails to return to work for reasons other than the health condition of the Bargaining Unit employee or the health condition of the Bargaining Unit employee's immediate family member, or other reasons beyond the Bargaining Unit employees control, after utilizing part or all of the leave allowed by the FMLA, is liable to repay the amount of premiums paid on the Bargaining Unit employee's behalf during the leave period.

9.5 BEREAVEMENT TIME OFF - It is hereby mutually agreed that if a death in the Immediate Family of a Bargaining Unit employee occurs, the Bargaining Unit employee shall be eligible for not more than 40 working hours of time off with pay to attend to personal matters. Bargaining Unit Regular Part-Time Employees shall receive bereavement time off based on their percentage of full-time employment.

9.5.1 Immediate Family: For purposes of bereavement leave, Immediate Family is defined as the Bargaining Unit employee's spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild and step-grandchild, and guardian of the Bargaining Unit employee or spouse; or the death of any person residing with or legally dependent upon the Bargaining Unit employee.

9.5.2 A Bargaining Unit employee shall be granted not more than 1/2 day absence with pay, to attend the funeral of a fellow Bargaining Unit employee, or retired Bargaining Unit employee within the past 5 years. Attending the funeral of a retired Bargaining Unit employee in excess of 5 years must be approved by the Bargaining Unit employee's immediate supervisor.

9.5.3. All bereavement leave shall be by notification and arrangement between Bargaining Unit employee and the department head.

9.6 **MILITARY LEAVE:** RCW 38.40.060 and USERRA as amended shall determine compensation during military leave as specified therein.

9.7 **JURY DUTY:** Any Bargaining Unit employee who is called for jury duty shall receive from the County their regular pay for the actual time they are absent from work because of such duty, less all sums received as a juror, exclusive of mileage. Any such absence shall not be counted as sick time or vacation. If a Bargaining Unit employee is called for jury duty within the County and is dismissed from such duty or appearance prior to noon, they shall report back to work.

9.8 **UNPAID LEAVE:** All requests for an Unpaid Leave of Absence shall be submitted in writing to the County. Such requests shall state the reasons why the Bargaining Unit employee requests a leave of absence and the approximate length of time off the Bargaining Unit employee desires. The County shall respond to the request in writing within 10 working days. The length of leave of absence shall be at the discretion of the County. Approved leave requests of 6 months or less assure the Bargaining Unit employee's reinstatement to their current position.

9.8.1 No leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick time benefits or any other fringe benefits shall accrue while the Bargaining Unit employee is on leave of absence without pay, and the Bargaining Unit employee's pay progression and time off progression dates will be adjusted accordingly.

9.9 **DONATED SICK TIME:** Donated sick time will be provided per current County policy.

9.10 **WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE:** Paid Family & Medical Leave (PFML) qualifying Bargaining Unit employees will be allowed up to 12 weeks paid leave, as needed for the following reasons:

- To welcome a child into your family through birth, adoption, or foster placement
- For a serious illness or injury of your own
- To care for a seriously ill or injured relative
- In order to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment. For specifics on military-connected paid leave, visit <https://paidleave.wa.gov/>.

ARTICLE 10 - HOURS OF LABOR & OVERTIME

10.1 The work week shall be 40 hours of work to consist of five 8 hour days or four 10 hour days to be determined by the County. The work week shall begin at 12:01 a.m. Monday and end at midnight the following Sunday.

The working hours shall normally fall between the hours of 5:00 a.m. and 8:00 p.m., except for Bargaining Unit employees whose regular work schedule is a night shift.

ALTERNATIVE WORK SCHEDULES. The County, with the consent of the effected Bargaining Unit employee or majority of the work group, may assign alternative work schedules, provided that these schedules do not result in any reduction in service to the public and do not increase the County's compensation costs for overtime, shift

differential pay, out-of-position pay, holidays, etc.

10.2 The regular hours of work each day shall be consecutive except for interruptions designated for lunch period. Two 15 minute rest periods shall be provided each work day on the County's time; one during the first half shift and one in the second half work period. Regular hours of work shall be posted at the designated headquarters. The provisions of this subsection shall not apply to Scalehouse Attendants.

10.3 Bargaining Unit employees shall travel to and from their designated work base on their own time. Whenever personnel regularly assigned to a work base are temporarily assigned to another work base, transportation may be provided by the County from the regular work base; however, such Bargaining Unit employees shall travel to and from the temporary work base on their own time except for a designated driver who shall receive appropriate compensation. Designated drivers shall be regularly rotated. Overtime may be paid in accordance with Article 12.

10.4 Shift assignments shall be made by the County, and after being made, shall continue at least 5 consecutive days (or, 4 consecutive work days if the work week consists of 4/10 hour days). Bargaining Unit employees shall be given at least 3 calendar days' notice of any change in shift assignment. Changes in shift assignments shall take effect only at the beginning of a work week, except in case of an emergency or when mutually agreed upon. An emergency is defined as a combination of circumstances which could not have been reasonably foreseen that results in a state that calls for immediate action.

10.5 Overtime shall be paid for all hours worked beyond 8 hours in 1 day and beyond 40 hours in any 1 week, except when working a 4/10 hour day schedule in which case overtime will be paid for all hours worked beyond 10 hours in 1 day and beyond 40 hours in 1 week. For the purposes of this article only, vacation, sick, bereavement time off, donated time off, compensatory time, jury duty, and holidays shall be counted as time worked.

If an employee works a continuous shift -- at the County's direction, and the shift goes into a next calendar day, the employee will be paid overtime for work performed over 8/10 hours in that continuous shift.

Work on Saturdays and Sundays will be paid at the overtime rate only when the Bargaining Unit employee has worked a total of 40 hours in the regular work week, or if the work day has exceeded 8 hours or 10 hours as described above.

Overtime shall be compensated for at 1-1/2 times the regular rate.

Overtime will be reported in 15 minute increments only. Bargaining Unit employees working 7.5 minutes or more will receive overtime rounded to the next nearest 15 minutes. Bargaining Unit employees working less than 7.5 minutes will receive overtime rounded to the previous nearest 15 minutes.

10.7 Any Bargaining Unit employee working continuously in excess of 4 hours beyond a normal work shift shall be reimbursed for actual costs upon presentation of a receipt for one meal (to a maximum of \$ 15.00 each) for each 4 hours of continuous overtime

work. Bargaining Unit employees will be allowed a meal break without affecting continuous overtime work.

10.8 A call back is when a Bargaining Unit employee is requested by the County to report or return to work at a time other than the next regularly assigned work shift such as scheduled days off, holidays, non-scheduled work hours after having been regularly dismissed from an assigned work shift, except as provided in 10.5. However, continuous overtime work before or after the normal work shift shall not constitute a call back. Minimum call back shall be 3 hours at the overtime rate. If work extends beyond 3 hours, the Bargaining Unit employee will be paid the actual hours on duty at the overtime rate until the callback purpose is complete or their regular shift begins. If the employee's regular shift begins prior to the 3 hours being exhausted, the employee will earn time and one half for each hour worked until the 3 hour minimum is exhausted.

10.9 The County agrees to attempt to equally distribute overtime among Bargaining Unit employees. Overtime hours shall first be offered to Bargaining Unit Regular Full-Time and Regular Part-Time Employees whose essential functions substantially match the work required. If no such person is available, the overtime shall next be offered to a Bargaining Unit employee within the work group where the work is required, first to Bargaining Unit employee(s) in the same or similar position. If no such person is available, the work may be offered to Bargaining Unit employees in progressively higher positions. The order of distribution of overtime may be altered if workplace efficiency would suffer as a result of its strict application. Each division manager shall be responsible to update a list of eligible employees in the bargaining unit and post such list in a common employee area. Each Division manager shall provide on call names and hours worked upon Unions request.

10.10 COMPENSATORY TIME: At the request of the affected Bargaining Unit employee and the approval of the Director, compensatory time off may be granted for overtime worked.

10.10.1 In lieu of overtime pay, Bargaining Unit employees may request compensatory time at the rate of one and one-half hours of compensatory time for each hour of authorized overtime worked which the County will grant unless the compensatory time off would interfere with the normal work requirements of the providing of public services, as determined by the Director of Public Works and then overtime shall be paid.

10.10.2 A maximum of 60 hours of compensatory time may be accrued and used per calendar year. No more than 40 hours of compensatory time may be banked at any given time

10.10.3 During the year, and with the prior approval of the Public Works Director, the Bargaining Unit employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing Bargaining Unit employee's current applicable rate of pay. A request for cash out of accrued compensatory time shall be made in writing on or before the 15th of the current payroll month. Otherwise, accrued but unused compensatory time shall be cashed out in the Bargaining Unit employee's December paycheck at the end of each calendar year. December 15 will be used as the cut-off date for accrual and usage of

compensatory time for the current year.

10.10.4 The department head may give specific individuals permission to carry over compensatory time from one year to the next if special circumstances exist. Such special permission may be given for a single year only..

10.10.5 Accrued compensatory may be utilized in any amount, as long as the minimum amount taken is no less than 1 hour. Bargaining Unit employees must notify their supervisor two working days in advance of their intent to utilize accrued compensatory time. For purposes of calculating overtime, the use of accrued compensatory time shall not be counted as hours worked.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:

Step 1: Within 5 working days from its occurrence, or from the date the aggrieved Bargaining Unit employee could reasonably have known of the occurrence, the aggrieved Bargaining Unit employee shall discuss their complaint with their immediate supervisor. The Bargaining Unit steward may be present if the Bargaining Unit employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.

Step 2: If the complaint is not resolved in Step 1, the complaint if judged valid by the Union shall be reduced to a written grievance, signed by the Bargaining Unit employee and Union, and submitted to the appropriate supervisor within 10 working days from the informal meeting in Step 1. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The Supervisor shall submit their answer back to the Union official and Bargaining Unit employee who filed the initial grievance within 5 working days.

Step 3: If the grievance is not settled in Step 2 and the Union wishes to appeal, it shall be referred in writing to the Director of Public Works within 5 working days after the designated supervisor's answer in Step 2. The grievance shall be signed by both the Bargaining Unit employee and the Union official. The Director or their representative shall discuss the grievance within 5 working days with the Union official at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Director and the Union. If no settlement is reached, the Director or their representative, shall give the department's written answer to the Union within 3 working days following their meeting.

Step 3.1 Once Step 3 is completed, grievances involving range/position changes may be appealed in writing to the Director of Human Resources or designee within five working days of the answer in Step 3. The grievance shall be signed by both the Bargaining Unit employee and the Union official. The parties will then schedule a meeting to discuss the grievance. If no settlement is reached, the Director of Human Resources or their representative, shall give the department's written answer to the Union within 10 working days following their meeting.

Step 4: Arbitration Procedure: If the grievance is not settled in Step 3, the written grievance shall be submitted for arbitration within 10 working days of receipt of the County's written response. The parties shall select a disinterested party to serve as arbitrator.

If the County and the Union are unable to agree upon an arbitrator, the County and Union shall request that the American Arbitration Association furnish an arbitrator. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the Agreement, and shall not add to, detract from or alter in any way the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The arbitration expenses and fees shall be equally shared by the County and the Union.

11.2. Failure of the Union to meet any of the timelines within shall void the grievance. If the County fails to meet any of the timelines, the grievance shall proceed to the next step. The timelines may be extended by mutual agreement.

ARTICLE 12 – PROBATION, SENIORITY, PROMOTIONS AND LAYOFFS

12.1 Probation upon employment: All new Bargaining Unit employees shall be deemed probationary for the first 6 months of employment and the probation will end after the satisfactory completion of that probation. Probation is an extension of the selection process and failure of the probationary period as determined by the Director shall not be subject to appeal through the grievance procedure or otherwise.

12.2 Seniority Defined. Seniority shall be used for the purposes of determining eligibility for promotions when the qualifications of two or more candidates are equal, in approving vacation time, and to assist in determining who shall be laid off in the event of a reduction in force.

A Bargaining Unit employee's seniority date shall be the date the Bargaining Unit employee was hired as a Regular Full-Time or Regular Part-Time Employee in the Bargaining Unit. If the Bargaining Unit employee has left the County for any reason other than military service for a period greater than one year, a new seniority date shall be assigned to the Bargaining Unit employee, which will be the most recent date of hire as a Regular Full-Time or Regular Part-Time Employee.

The seniority list shall be brought up-to-date each year on January 1 and posted in a conspicuous place.

12.3 Promotions to a higher job title/position shall be according to qualifications. When the qualifications of two eligible Bargaining Unit employees are equal, the promotion shall be based on seniority.

12.4 (a) When a Bargaining Unit employee is promoted, they shall be paid at the amount of the higher salary range which is one pay step above the rate they had been paid in the lower range-. However, if the salary ranges do not overlap, they shall be paid at the minimum of the higher salary range. Upon promotion to a position with a

higher salary range, the Bargaining Unit employee's next step increase date will not change.

(b) If a Bargaining Unit employee is promoted and if the pay raise upon promotion is equal or less than what the Bargaining Unit employee was receiving at the time of the promotion while serving in the position in a temporary capacity, the Bargaining Unit employee will be placed two steps higher in the assigned salary range. (See examples.)

EXAMPLES: 1) Range 8 Step 6 at the time of promotion is promoted to Range 10 Step 4.

2) Range 8 Step 7 at the time of promotion is promoted to Range 11 Step 3.

(c) Salary changes due to a promotion or reclassification/position change shall become effective the first day of the pay period following the hiring selection or action.

12.5 A Bargaining Unit employee receiving a promotion shall serve a probationary period in that new position for a minimum period of 90 days but not to exceed 6 months. The Bargaining Unit employee will receive the pay for that position. Any Bargaining Unit employee who fails to successfully complete the probationary period shall revert to their last held position.

12.6 If a Bargaining Unit employee is passed over for promotion, the County shall explain why they have not been promoted upon their request and provide advice on what they need to do to enable them to become eligible for future promotional openings(e.g., skills, expertise, training, schooling, etc.). Upon request of the Bargaining Unit employee, this explanation can be provided in writing. As time and resources allow, a Bargaining Unit employee's individual training plan may be modified to address the deficiencies identified in the explanation.

12.7 Nothing in this article shall prohibit the County from assigning a Bargaining Unit employee to work at a job in a higher position for training purposes. There must be an instructor present during the training time. During such periods, the Bargaining Unit employee will receive no increase in compensation, up to 160 hours cumulative maximum amount of time per training position. Thereafter, the Bargaining Unit employee shall receive higher range pay as set forth in this Agreement and attachments, however the training may continue.

12.8 Pursuant to Article 3.7, the Director may lay off Bargaining Unit employees for lack of work, budgetary restrictions, or other changes that have taken place. The County should give the Bargaining Unit employee 10 working days notice, except in cases of emergency, before such layoff is to take place.

No regular Bargaining Unit employee shall be laid off while another person in the same position is employed on a probationary or temporary basis in a position for which the regular Bargaining Unit employee is qualified.

In determining who in any position is to be laid off, consideration is to be given to individual qualifications; qualifications being equal, seniority shall govern.

12.9 A Bargaining Unit employee may request a non-promotional transfer to a posted job opening by submitting a request to the director, indicating the reason for the request. Non-promotional transfers on file shall be handled insofar as possible in accordance with seniority. Should a non-promotional transfer be denied the provisions of Article 4.5 shall apply. Bargaining Unit employees requesting transfers to open positions may be subject to an interview and/or testing process.

ARTICLE 13 –PAY PLAN

13.1 The County and the Union adopt the Salary Schedules as attached in Attachment C.

13.1.1 Effective January 1, 2025, 2024 wages shall increase 3% creating the 2025 wage table.

13.1.2 Effective January 1, 2026, there shall be a 2.65% increase- in the 2025 wage table resulting in a 2026 wage table.

- Retroactive payments for 2025 and 2026 shall be for employees on the payroll at the time of adoption and for former employees who retired in good standing and shall be prorated as necessary to reflect the term of their employment. These payments shall be made on the second payroll following ratification.

13.1.3 The Employer and Union will meet prior to January 1, 2027 to discuss a general wage increase. In no circumstance shall the 2027 general wage increase be less than 1.75%.

13.1.4 Effective upon ratification, the Employer will implement its 2026 wage study results. This implementation shall reflect the adjustments in the Union's understanding of the Employer's proposed adjustments.

New Bargaining Unit employees will normally be hired at Step 1 of the assigned salary range for their position. Progression beyond Step 1 will normally occur every 12 months from the hire date.

13.2 All Bargaining Unit employees shall be assigned one of the job positions listed in Attachment B.

13.3 Should a new position be created, the County will notify the Union immediately regarding the position and assigned wages, and negotiations over appropriate wages for the position will begin within 30 days of the Union's demand to the County.

13.4 If a Bargaining Unit employee has a Temporary Out-of-Position Assignment, the Bargaining Unit employee shall be paid in accordance with Attachment B to this agreement, Compensation for Working Out-of-Position.

ARTICLE 14 – POSITION VACANCY

14.1 When the County seeks to fill a vacant or newly-created job position, the County will post a notice stating the position is to be filled. The notice will be posted online for a

minimum of 10 working days and shall state the qualifications of the position. Any individual desiring this position shall make an application in writing in accordance with County policies. Appointment to the position shall be made from this list if it contains qualified applicants. No verbal applications shall be accepted.

The County may elect to establish an eligibility roster for any position that is being filled.

In the interest of efficiency in filling vacancies that may occur within the positions, the County may opt to accept letters of interest from Bargaining Unit employees for anticipated openings in that position. At its option, the County may post a notice requesting letters of interest for any lateral or promotional opportunities that may be anticipated in the coming six months in the Maintenance Technician positions. Letters of interest should state the lateral transfer or promotion the Bargaining Unit employee desires to be considered for, and should be accompanied by a completed application form. The County may fill any vacancies that occur in the Maintenance Technician positions within a six-month period from the applications and letters it received to date, or it may opt to advertise the specific opening as outlined above.

ARTICLE 15 - DISCIPLINE - TERMINATION

15.1 Bargaining Unit employees may be disciplined or terminated by the County for just cause.

15.2 Any discipline action imposed upon a Bargaining Unit employee may be subject to the grievance procedure. If the County has reason to reprimand a Bargaining Unit employee, the County shall strive to do so in a manner that will not embarrass the Bargaining Unit employee before other Bargaining Unit employees or the public.

ARTICLE 16 - NON-DISCRIMINATION

16.1 The provisions of the Agreement shall be applied equally to all Bargaining Unit employees in the bargaining unit without discrimination of protected classes as defined in R.C.W. 49.60.030, national origin, Union affiliation, or political affiliation. The County will make reasonable accommodations to enable any qualified disabled Bargaining Unit employee to safely and properly perform the duties of their job. Grievances arising out of this Article shall not be subject to the grievance procedure. The affected Bargaining Unit employee and the Union may elect to use mediation as an election of remedy and the Bargaining Unit employee expressly agrees in writing to waive their right to litigate or otherwise contest the matter before a State or Federal court or before an enforcement agency. This election of remedies must be made prior to Step 4 of the grievance procedure.

16.2 Where the masculine or feminine gender has been used in any provision of this Agreement, it shall be deemed to refer to either and both sexes and is not intended and shall not be deemed to limit job eligibility or the application of any provision of this Agreement to members of either sex.

16.3 The County is an Equal Opportunity Employer.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 Boot and clothing allowance:

Annual Allowance	Job Title
\$450 Boot	Engineering Tech I
	Engineering Tech II
	Engineering Tech III
	Engineering Tech IV
	Engineering Tech V
	Environmental Resources Tech I
	Environmental Resources Tech II
	Habitat Restoration Specialist
	Litter Crew Supervisor
	Mod Risk Haz Waste Tech II
	Natural Resources Tech
	Scale House Attendance in Sauk and Clear Lake
	Stormwater Review Technician
	Surveyor
	Transfer Station Tech
\$450 Boot	Transfer Station Laborer
	Transfer Station Truck Driver
	Waste Reduction/Recycle Ed. Specialist
	ER&R Fund Assistant
	Flagger/Maintenance Aide
	Maintenance Tech II
	Maintenance Tech III
	Maintenance Tech IV
\$450 Boot	Maintenance Tech V Lead
	Traffic Tech
	Traffic Tech Lead
	Maintenance Mechanic I
	Maintenance Mechanic II
\$450 Boot	Maintenance Mechanic III
	Transfer Station Mechanic

If a Bargaining Unit employee is hired into a covered position during the year, and chooses the allowance, they will be paid the entire allowance for the year.

17.1.1 Boot allowance for 2025 and 2026 shall be paid as a taxable fixed lump sum amount for all eligible positions and shall return to reimbursable for 2027. In 2026, the boot allowance lump sum payments for 2025 and 2026 shall be made on the first payroll of September 2026. Documentation must be provided to substantiate reimbursement for any approved purchase set forth above. If documentation is received by the last day of the month, it will be paid with the paycheck for the 10th. If documentation is received by the 15th of the month, it will be paid with the paycheck for the 25th.

17.1.2 If a Bargaining Unit employee is off work on FMLA/L&I due to an illness or injury on the first of the year, they will be paid upon their return to work in accordance with the receipt of documentation as noted above.

17.2 The County shall furnish survey vests, safety vests, and hard hats for all Bargaining Unit employees performing work requiring them. Safety equipment shall be provided by the County for all outside crews, where such equipment is necessary for properly performing their duty. The County shall determine what safety equipment Bargaining Unit employees need after considering the recommendation of the Safety Committee.

The parties want to maintain safe and healthful working conditions and to encourage Bargaining Unit employees to work in a safe manner.

17.3 No Bargaining Unit employee shall be directed to work in a manner or condition that does not comply with generally accepted safety practices or standards established by the State of Washington, Department of Labor and Industries. Safety committee(s) shall be maintained in compliance with WISHA requirements.

17.4 Each Bargaining Unit employee is responsible for the upkeep and general maintenance of any equipment they may be assigned to, whether permanent or temporary, and it shall be the duty of the operator to anticipate, within reason, normal repairs and maintenance needed. Bargaining Unit employees shall report any repairs and maintenance needed to their foreman or supervisor on a form provided by the County.

17.5 A shift differential of \$100.00 per month over and above the regular rate of pay shall be paid to all Bargaining Unit employees beginning their regularly scheduled eight or ten hour shift at 12:00 noon or later.

17.6 Each Bargaining Unit employee assigned as a trainer as part of the department's official training and certification program shall be paid \$75.00 per month, effective the first of the month following ratification, as a special premium pay for each month they perform official training duties as part of this program.

17.7 The Transfer Station Mechanic assigned within the Solid Waste Division is in salary Range 13. Should in the future the County permanently assign Solid Waste Division Transfer Station Mechanic lead duties to another position, the salary Range for the Transfer Station Mechanic position shall revert back to a Range 12, and the current Solid Waste Division Transfer Station Mechanic shall move to the highest step on Range 12 that does not result in a pay increase.

ARTICLE 18 - SAVING CLAUSE

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

ARTICLE 19 - AGREEMENT DURATION

19.1. This Agreement shall become effective on the date of County ratification, retroactively if indicated, and shall remain in full force and effect until and through

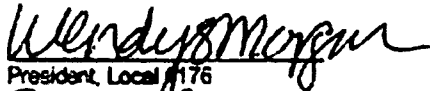
December 31, 2027. Should either party desire to change, modify or terminate the Agreement, they must give written notice to the other party at least 60 days, but not more than 90 days prior to December 31, 2027. If either party gives written notice of a desire to change or modify the Agreement, negotiations shall commence without undue delay.

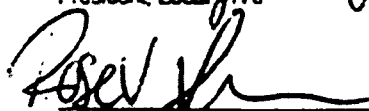
19.2 The Union reserves the right to open this agreement to bargain economic provisions in the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, not represented by AFSCME Council 2 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.

19.3 Should the County determine there is economic justification, the County may open this Agreement by giving notice to and meeting with the Union. The County shall provide the other Union with the information supporting the determination of justification. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget. The County and the Union shall schedule a meeting to discuss within two weeks of the request being received.

Signed this 14th day of August 2028.

AFSCME LOCAL #176
PUBLIC WORKS EMPLOYEES


President, Local #176


Representative, State Council #2

DATED this 24 day of August, 2026.

**BOARD OF COUNTY
COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen
Ron Wesen, Chair

Peter Browning
Peter Browning, Commissioner

Joe Burns
Joe Burns, Commissioner

Attest:

Amber Lagerlund
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Dan Pitts for BH
Department Head

County Administrator

Approved as to form:

Frederick A. Heist
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben
Risk Manager

Approved as to budget:

Trisha Logne
Budget & Finance Director

ATTACHMENT A - DRUG AND ALCOHOL

- A.1 As a condition of employment, each applicant for a position which implicates public safety must submit to and obtain satisfactory results from a pre-employment drug screening. Refusal to consent to the process or positive result from the screen will generally exclude an applicant from further consideration. To obtain satisfactory results from the drug screen, there must be an absence of any illegal substance and the presence and use of any prescription drug must be in accordance with the prescribing physician's instructions and be consistent with the maintenance of a safe and productive work place. If examination results are not satisfactory, the applicant shall be advised and the offer of employment, which was contingent upon meeting the above medical requirements, will be withdrawn.

Skagit County's pre-employment drug screening policy shall apply to all applicants for any Temporary, Part-Time, Regular Part-Time or Regular Full-Time Employee position open. This shall include current Bargaining Unit employees who are being promoted to or are applying for an opening within their respective bargaining unit.

- A.2 Reporting for work under the influence of intoxicating liquor and/or illegal drugs, or the use, sale, or possession by a Bargaining Unit employee of illegal drugs or the use, sale, or possession of intoxicating liquor while at work is strictly prohibited and may result in immediate disciplinary action, including termination.

Each Bargaining Unit employee must advise the County if they are using prescription or other over-the-counter drugs they know or should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the County may request the Bargaining Unit employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The county recognizes a need to provide through the Bargaining Unit employee assistance programs an opportunity for Bargaining Unit employees to deal with drug and alcohol related problems. Any Bargaining Unit employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through Bargaining Unit employee assistance programs in complete confidence and without jeopardizing their employment with the County. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program.

Where the county has a reasonable suspicion that a Bargaining Unit employee is under the influence of alcohol or drugs, or using illegal drugs, the Bargaining Unit employee in question will be asked to submit to discovery testing including breath tests, urinalysis, and/or a blood screen to identify any involvement with alcohol or drugs. Any accident involving property damage or serious physical injuries may also be cause for discovery testing for drugs or alcohol.

Any Bargaining Unit employee who is found to be under the influence of or impaired by alcohol is subject to disciplinary action including immediate suspension or termination under the collective bargaining agreement. Any Bargaining Unit employee who is found to have any detectable level of illegal drugs in their system is subject to immediate termination.

A Bargaining Unit employee who refuses to submit to reasonable suspicion testing for alcohol and drugs will be conclusively presumed to be under the influence of alcohol or an illegal drug in their system and will, therefore be subject to immediate suspension or discharge.

For the purpose of this policy the following definition of terms is provided:

Reasonable suspicion is suspicion based on objective facts and reasonable inferences from those facts in light of experience that a Bargaining Unit employee is under the influence or impaired by the use of alcohol and/or illegal drugs or has been using illegal drugs.

Under the influence is defined as a blood alcohol level of .04 grams per 100 ml of blood, or its equivalent as determined by the Commercial Driver's License standard, or any noticeable or perceptible impairment of the Bargaining Unit employee's mental or physical faculties.

Illegal drugs are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and

cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law.

Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of a Bargaining Unit employee to safely perform their duties.

Prescription drugs are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

A.3 If a Bargaining Unit employee is required to submit to a drug test, the following procedure shall be followed:

A.3.1. The Bargaining Unit employee shall be given an opportunity to confer with a Union representative if one is readily available and the Bargaining Unit employee has requested said conference. The Bargaining Unit employee will be allowed up to 1/2 hour to arrange a meeting with a Union representative.

A.3.2. The Bargaining Unit employee shall then be given an opportunity to explain the reasons for their condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, etc. A Union representative may be present during this discussion.

A.3.3. The County may request breath, urine, and/or blood samples.

A.3.4. Urine and blood samples shall be collected at a local laboratory, hospital, or medical facility. A Union representative may be allowed to accompany the Bargaining Unit employee to the collection site and observe the collection, bottling, and sealing of the specimen. The Bargaining Unit employee shall not be observed when the urine specimen is given.

A.3.5. All specimen containers, vials, and bags used to transport them shall be sealed to safeguard their integrity in the presence of the Bargaining Unit employee and the Union representative.

A.3.6. The drug tests shall be conducted by a qualified laboratory.

A.3.7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results, using the following standards for the results of the drug test to be considered positive.

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION TEST (GC/MS)</u>
Amphetamines	1,000 ng/ml Amphetamines	500 ng/ml Amphetamines or Methamphetamine
Marijuana	50 ng/ml Delta-THC	15 ng/ml
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/ml
Opiates	2000 ng/ml Metabolites	2000 ng/ml Morphine or Codeine
PCP	25 ng/ml PCP	25 ng/ml GC-MS

A.3.8. At the Bargaining Unit employee's or the Union's option, the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the Bargaining Unit employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences.

A.3.9. The County and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

- A.4 The County shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the County. The MRO shall have the responsibility to determine when an individual has failed a drug test. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.
- A.5 If the results of the drug test are positive, and support a conclusion that the Bargaining Unit employee used an illegal drug at the work place during working hours, or reported to work while under the influence of an illegal drug or alcohol, the Bargaining Unit employee may be subject to discipline including immediate discharge.
- A.6 In addition to the aforementioned drug and alcohol testing section, Attachment D, "Implementation of U.S. Department of Transportation Alcohol and Controlled Substances Testing Requirements" of 1991 is made a part of this Agreement.

ATTACHMENT B - JOB POSITIONS

Range	Title
6	Survey Tech Trainee- Inactive
9	Flagger/Maintenance Aide
10	Office Assistant III- Inactive Staff Assistant I Survey Technician II- Inactive Transfer Station Laborer
11	Accounting Technician I Maintenance Technician II Records Assistant Scale House Attendant Survey Technician III- Inactive Traffic Technician I
12	Accounting Technician II Environmental Resources Technician I- Inactive Fleet Mechanic I Maintenance Technician III Survey Tech IV- Inactive Staff Assistant II Sauk Attendant Operator Transfer Station Technician
13	Accounting Technician III Administrative Assistant (Contracts and Grants Administration) Engineering Technician I ER&R Fund Assistant Litter Crew Supervisor Maintenance Technician IV — Herbicide- Inactive Maintenance Technician IV Moderate Risk Hazardous Waste Technician II Survey Technician V- Inactive Traffic Technician II
14	Engineering Technician II Fleet Mechanic II Natural Resources Technician Traffic Technician Lead Transfer Station Truck Driver Waste Reduction/Education Specialist

15	Engineering Technician III Environmental Resources Technician II- Inactive Fleet Mechanic III Habitat Restoration Specialist- Inactive Water Resources Technician
16	Engineering Technician IV Lead Fleet Mechanic Maintenance Technician V — Lead Senior Maintenance Technician Lead
17	Senior Engineering Tech
31	Surveyor

Note: Inactive positions were not part of 2025 comp study and were left at their old Range per MOU #A20240082.

ATTACHMENT C – SALARY SCHEDULES

SKAGIT COUNTY 2025 SALARY STRUCTURE NON-EXEMPT PW - AFSCME Employees 3% COLA									
RANGE	DURATION (MONTHS) PAY PERIOD	12 STEP 1	12 STEP 2	12 STEP 3	12 STEP 4	12 STEP 5	12 STEP 6	12 STEP 7	12 STEP 8
6	HOURLY	\$ 19.00	\$ 19.63	\$ 20.32	\$ 21.05	\$ 21.75	\$ 22.53	\$ 23.32	\$ 24.14
	MONTHLY	\$ 3,293.94	\$ 3,402.85	\$ 3,522.46	\$ 3,649.22	\$ 3,770.62	\$ 3,904.52	\$ 4,042.00	\$ 4,184.82
	ANNUAL	\$ 39,527.28	\$ 40,834.14	\$ 42,269.55	\$ 43,790.66	\$ 45,247.49	\$ 46,854.29	\$ 48,503.94	\$ 50,217.86
7	HOURLY	\$ 20.32	\$ 21.05	\$ 21.75	\$ 22.53	\$ 23.32	\$ 24.14	\$ 24.98	\$ 25.86
	MONTHLY	\$ 3,522.46	\$ 3,649.22	\$ 3,770.62	\$ 3,904.52	\$ 4,042.00	\$ 4,184.82	\$ 4,329.43	\$ 4,482.97
	ANNUAL	\$ 42,269.55	\$ 43,790.66	\$ 45,247.49	\$ 46,854.29	\$ 48,503.94	\$ 50,217.86	\$ 51,953.20	\$ 53,795.66
8	HOURLY	\$ 21.75	\$ 22.53	\$ 23.32	\$ 24.14	\$ 24.98	\$ 25.87	\$ 26.77	\$ 27.73
	MONTHLY	\$ 3,770.62	\$ 3,904.52	\$ 4,042.00	\$ 4,184.82	\$ 4,329.43	\$ 4,484.76	\$ 4,640.08	\$ 4,806.12
	ANNUAL	\$ 45,247.49	\$ 46,854.29	\$ 48,503.94	\$ 50,217.86	\$ 51,953.20	\$ 53,817.09	\$ 55,680.98	\$ 57,673.41
9	HOURLY	\$ 23.32	\$ 24.14	\$ 24.98	\$ 25.87	\$ 26.77	\$ 27.74	\$ 28.66	\$ 29.68
	MONTHLY	\$ 4,042.00	\$ 4,184.82	\$ 4,329.43	\$ 4,484.76	\$ 4,640.08	\$ 4,807.90	\$ 4,968.58	\$ 5,145.33
	ANNUAL	\$ 48,503.94	\$ 50,217.86	\$ 51,953.20	\$ 53,817.09	\$ 55,680.98	\$ 57,694.83	\$ 59,622.99	\$ 61,743.97
10	HOURLY	\$ 24.98	\$ 25.87	\$ 26.77	\$ 27.74	\$ 28.66	\$ 29.71	\$ 30.77	\$ 31.84
	MONTHLY	\$ 4,329.43	\$ 4,484.76	\$ 4,640.08	\$ 4,807.90	\$ 4,968.58	\$ 5,148.90	\$ 5,332.79	\$ 5,518.47
	ANNUAL	\$ 51,953.20	\$ 53,817.09	\$ 55,680.98	\$ 57,694.83	\$ 59,622.99	\$ 61,786.82	\$ 63,993.49	\$ 66,221.58
11	HOURLY	\$ 26.77	\$ 27.74	\$ 28.66	\$ 29.71	\$ 30.77	\$ 31.82	\$ 32.94	\$ 34.10
	MONTHLY	\$ 4,640.08	\$ 4,807.90	\$ 4,968.58	\$ 5,148.90	\$ 5,332.79	\$ 5,514.90	\$ 5,709.50	\$ 5,911.24
	ANNUAL	\$ 55,680.98	\$ 57,694.83	\$ 59,622.99	\$ 61,786.82	\$ 63,993.49	\$ 66,178.74	\$ 68,513.95	\$ 70,934.86
12	HOURLY	\$ 28.66	\$ 29.71	\$ 30.77	\$ 31.82	\$ 32.94	\$ 34.11	\$ 35.29	\$ 36.52
	MONTHLY	\$ 4,968.58	\$ 5,148.90	\$ 5,332.79	\$ 5,514.90	\$ 5,709.50	\$ 5,913.02	\$ 6,116.55	\$ 6,330.79
	ANNUAL	\$ 59,622.99	\$ 61,786.82	\$ 63,993.49	\$ 66,178.74	\$ 68,513.95	\$ 70,956.29	\$ 73,398.62	\$ 75,969.50
13	HOURLY	\$ 30.77	\$ 31.82	\$ 32.94	\$ 34.11	\$ 35.29	\$ 36.48	\$ 37.75	\$ 39.05
	MONTHLY	\$ 5,332.79	\$ 5,514.90	\$ 5,709.50	\$ 5,913.02	\$ 6,116.55	\$ 6,323.65	\$ 6,543.25	\$ 6,768.20
	ANNUAL	\$ 63,993.49	\$ 66,178.74	\$ 68,513.95	\$ 70,956.29	\$ 73,398.62	\$ 75,883.81	\$ 78,518.96	\$ 81,218.38
14	HOURLY	\$ 32.94	\$ 34.11	\$ 35.29	\$ 36.48	\$ 37.75	\$ 39.06	\$ 40.46	\$ 41.88
	MONTHLY	\$ 5,709.50	\$ 5,913.02	\$ 6,116.55	\$ 6,323.65	\$ 6,543.25	\$ 6,769.98	\$ 7,012.79	\$ 7,259.17
	ANNUAL	\$ 68,513.95	\$ 70,956.29	\$ 73,398.62	\$ 75,883.81	\$ 78,518.96	\$ 81,239.81	\$ 84,153.47	\$ 87,109.98
15	HOURLY	\$ 35.29	\$ 36.48	\$ 37.75	\$ 39.06	\$ 40.46	\$ 41.89	\$ 43.36	\$ 44.88
	MONTHLY	\$ 6,116.55	\$ 6,323.65	\$ 6,543.25	\$ 6,769.98	\$ 7,012.79	\$ 7,260.95	\$ 7,516.25	\$ 7,778.70
	ANNUAL	\$ 73,398.62	\$ 75,883.81	\$ 78,518.96	\$ 81,239.81	\$ 84,153.47	\$ 87,131.41	\$ 90,195.04	\$ 93,344.37
16	HOURLY	\$ 37.75	\$ 39.06	\$ 40.46	\$ 41.89	\$ 43.36	\$ 44.86	\$ 46.43	\$ 48.04
	MONTHLY	\$ 6,543.25	\$ 6,769.98	\$ 7,012.79	\$ 7,260.95	\$ 7,516.25	\$ 7,775.13	\$ 8,048.28	\$ 8,326.80
	ANNUAL	\$ 78,518.96	\$ 81,239.81	\$ 84,153.47	\$ 87,131.41	\$ 90,195.04	\$ 93,301.52	\$ 96,579.39	\$ 99,921.54
17	HOURLY	\$ 40.46	\$ 41.89	\$ 43.36	\$ 44.86	\$ 46.43	\$ 48.04	\$ 49.72	\$ 51.46
	MONTHLY	\$ 7,012.79	\$ 7,260.95	\$ 7,516.25	\$ 7,775.13	\$ 8,048.28	\$ 8,326.80	\$ 8,618.23	\$ 8,919.87
	ANNUAL	\$ 84,153.47	\$ 87,131.41	\$ 90,195.04	\$ 93,301.52	\$ 96,579.39	\$ 99,921.54	\$ 103,418.79	\$ 107,038.45
18	HOURLY	\$ 43.36	\$ 44.86	\$ 46.43	\$ 48.04	\$ 49.72	\$ 51.46	\$ 53.26	\$ 55.12
	MONTHLY	\$ 7,516.25	\$ 7,775.13	\$ 8,048.28	\$ 8,326.80	\$ 8,617.80	\$ 8,919.53	\$ 9,231.71	\$ 9,554.82
	ANNUAL	\$ 90,195.04	\$ 93,301.52	\$ 96,579.39	\$ 99,921.54	\$ 103,413.65	\$ 107,034.30	\$ 110,780.50	\$ 114,657.82
29	HOURLY	\$ 43.36	\$ 44.86	\$ 46.43	\$ 48.04	\$ 49.74	\$ 51.49	\$ 53.27	\$ 55.15
	1/2 MONTHLY	\$ 3,758.12	\$ 3,887.57	\$ 4,024.14	\$ 4,163.40	\$ 4,310.69	\$ 4,462.44	\$ 4,616.87	\$ 4,779.34
	MONTHLY	\$ 7,516.25	\$ 7,775.13	\$ 8,048.29	\$ 8,326.80	\$ 8,621.38	\$ 8,924.88	\$ 9,233.74	\$ 9,558.68
30	HOURLY	\$ 46.43	\$ 48.04	\$ 49.74	\$ 51.49	\$ 53.27	\$ 55.15	\$ 57.08	\$ 59.07
	1/2 MONTHLY	\$ 4,024.15	\$ 4,163.40	\$ 4,310.69	\$ 4,462.44	\$ 4,616.87	\$ 4,779.34	\$ 4,946.62	\$ 5,119.75
	MONTHLY	\$ 8,048.30	\$ 8,326.81	\$ 8,621.39	\$ 8,924.89	\$ 9,233.74	\$ 9,558.69	\$ 9,893.24	\$ 10,239.51
31	HOURLY	\$ 49.74	\$ 51.49	\$ 53.27	\$ 55.15	\$ 57.08	\$ 59.07	\$ 61.14	\$ 63.28
	1/2 MONTHLY	\$ 4,310.69	\$ 4,462.44	\$ 4,616.87	\$ 4,779.34	\$ 4,946.62	\$ 5,119.75	\$ 5,298.94	\$ 5,484.40
	MONTHLY	\$ 8,621.39	\$ 8,924.89	\$ 9,233.74	\$ 9,558.69	\$ 9,893.23	\$ 10,239.50	\$ 10,597.88	\$ 10,968.81
	HOURLY	\$ 103,456.68	\$ 107,098.68	\$ 110,804.88	\$ 114,704.28	\$ 118,718.76	\$ 122,874.00	\$ 127,174.56	\$ 131,625.72

RANGE	PAY PERIOD	DURATION (MONTHS)		12		12		12		12		12	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8				
6	HOURLY	\$ 19.51	\$ 20.15	\$ 20.86	\$ 21.61	\$ 22.33	\$ 23.12	\$ 23.94	\$ 24.78				
	MONTHLY	\$ 3,381.23	\$ 3,493.02	\$ 3,615.81	\$ 3,745.93	\$ 3,870.55	\$ 4,007.99	\$ 4,149.11	\$ 4,295.72				
	ANNUAL	\$ 40,574.75	\$ 41,916.25	\$ 43,389.70	\$ 44,951.11	\$ 46,446.55	\$ 48,095.93	\$ 49,789.29	\$ 51,548.63				
7	HOURLY	\$ 20.86	\$ 21.61	\$ 22.33	\$ 23.12	\$ 23.94	\$ 24.78	\$ 25.64	\$ 26.55				
	MONTHLY	\$ 3,615.81	\$ 3,745.93	\$ 3,870.55	\$ 4,007.99	\$ 4,149.11	\$ 4,295.72	\$ 4,444.16	\$ 4,601.77				
	ANNUAL	\$ 43,389.70	\$ 44,951.11	\$ 46,446.55	\$ 48,095.93	\$ 49,789.29	\$ 51,548.63	\$ 53,329.96	\$ 55,221.25				
8	HOURLY	\$ 22.33	\$ 23.12	\$ 23.94	\$ 24.78	\$ 25.64	\$ 26.56	\$ 27.48	\$ 28.46				
	MONTHLY	\$ 3,870.55	\$ 4,007.99	\$ 4,149.11	\$ 4,295.72	\$ 4,444.16	\$ 4,603.60	\$ 4,763.04	\$ 4,933.48				
	ANNUAL	\$ 46,446.55	\$ 48,095.93	\$ 49,789.29	\$ 51,548.63	\$ 53,329.96	\$ 55,243.24	\$ 57,156.52	\$ 59,201.75				
9	HOURLY	\$ 23.94	\$ 24.78	\$ 25.64	\$ 26.56	\$ 27.48	\$ 28.47	\$ 29.42	\$ 30.47				
	MONTHLY	\$ 4,149.11	\$ 4,295.72	\$ 4,444.16	\$ 4,603.60	\$ 4,763.04	\$ 4,935.31	\$ 5,100.25	\$ 5,281.68				
	ANNUAL	\$ 49,789.29	\$ 51,548.63	\$ 53,329.96	\$ 55,243.24	\$ 57,156.52	\$ 59,223.75	\$ 61,203.00	\$ 63,380.18				
10	HOURLY	\$ 25.64	\$ 26.56	\$ 27.48	\$ 28.47	\$ 29.42	\$ 30.49	\$ 31.58	\$ 32.68				
	MONTHLY	\$ 4,444.16	\$ 4,603.60	\$ 4,763.04	\$ 4,935.31	\$ 5,100.25	\$ 5,285.35	\$ 5,474.11	\$ 5,664.71				
	ANNUAL	\$ 53,329.96	\$ 55,243.24	\$ 57,156.52	\$ 59,223.75	\$ 61,203.00	\$ 63,424.17	\$ 65,689.32	\$ 67,976.46				
11	HOURLY	\$ 27.48	\$ 28.47	\$ 29.42	\$ 30.49	\$ 31.58	\$ 32.66	\$ 33.81	\$ 35.01				
	MONTHLY	\$ 4,763.04	\$ 4,935.31	\$ 5,100.25	\$ 5,285.35	\$ 5,474.11	\$ 5,661.04	\$ 5,860.80	\$ 6,067.89				
	ANNUAL	\$ 57,156.52	\$ 59,223.75	\$ 61,203.00	\$ 63,424.17	\$ 65,689.32	\$ 67,932.47	\$ 70,329.57	\$ 72,814.64				
12	HOURLY	\$ 29.42	\$ 30.49	\$ 31.58	\$ 32.66	\$ 33.81	\$ 35.02	\$ 36.22	\$ 37.49				
	MONTHLY	\$ 5,100.25	\$ 5,285.35	\$ 5,474.11	\$ 5,661.04	\$ 5,860.80	\$ 6,069.72	\$ 6,278.64	\$ 6,498.56				
	ANNUAL	\$ 61,203.00	\$ 63,424.17	\$ 65,689.32	\$ 67,932.47	\$ 70,329.57	\$ 72,836.63	\$ 75,343.69	\$ 77,982.70				
13	HOURLY	\$ 31.58	\$ 32.66	\$ 33.81	\$ 35.02	\$ 36.22	\$ 37.45	\$ 38.75	\$ 40.08				
	MONTHLY	\$ 5,474.11	\$ 5,661.04	\$ 5,860.80	\$ 6,069.72	\$ 6,278.64	\$ 6,491.23	\$ 6,716.64	\$ 6,947.56				
	ANNUAL	\$ 65,689.32	\$ 67,932.47	\$ 70,329.57	\$ 72,836.63	\$ 75,343.69	\$ 77,894.73	\$ 80,599.71	\$ 83,370.67				
14	HOURLY	\$ 33.81	\$ 35.02	\$ 36.22	\$ 37.45	\$ 38.75	\$ 40.09	\$ 41.53	\$ 42.99				
	MONTHLY	\$ 5,860.80	\$ 6,069.72	\$ 6,278.64	\$ 6,491.23	\$ 6,716.64	\$ 6,949.39	\$ 7,198.63	\$ 7,451.53				
	ANNUAL	\$ 70,329.57	\$ 72,836.63	\$ 75,343.69	\$ 77,894.73	\$ 80,599.71	\$ 83,392.66	\$ 86,383.54	\$ 89,418.40				
15	HOURLY	\$ 36.22	\$ 37.45	\$ 38.75	\$ 40.09	\$ 41.53	\$ 43.00	\$ 44.51	\$ 46.07				
	MONTHLY	\$ 6,278.64	\$ 6,491.23	\$ 6,716.64	\$ 6,949.39	\$ 7,198.63	\$ 7,453.37	\$ 7,7					

ATTACHMENT D - COMPENSATION FOR WORKING OUT-OF-CLASS

PURPOSE:

The purpose of this Attachment is to more clearly define the provisions of Section 14.4 of the current collective bargaining agreement, which addresses work out-of-class by bargaining unit members.

CRITERIA:

Operations Division Employees

When a Bargaining Unit employee of the operations division operates equipment listed below that is within a position/range greater than their own, the Bargaining Unit employee shall be considered to be working out-of-class. Increased pay for the period of the out-of-class assignment shall be subject to the following conditions:

1. If an equipment certification program has been made available for the piece of equipment the Bargaining Unit employee is operating, the Bargaining Unit employee must have successfully completed the certification process. Should illness or vacation prevent the Bargaining Unit employee from taking the final certification examination but the remainder of the program has been completed, the Bargaining Unit employee will be eligible for - Out-of-Position - and its pay.
2. The Bargaining Unit employee must operate the equipment for a minimum of 1 working hour. The Bargaining Unit employee will receive out-of-position pay for actual operating time only.
3. The out-of-position pay will be provided at 3.5% of the Bargaining Unit employee's current base wage per hour when the Bargaining Unit employee works in any position/range which is one range higher than their own, 7.0% of the Bargaining Unit employee's current base wage per hour when the Bargaining Unit employee works in any position/range which is two ranges or more higher than their own, and 10.5% of the Bargaining Unit employee's current base wage per hour when the Bargaining Unit employee works in any position/range which is three ranges or more higher than their own.
4. Maintenance Technicians working as supervisors will be paid within Range 16.
5. Equipment operated must be included on the following list:

RANGE	EQUIPMENT
9	Light duty trucks Miscellaneous handheld equipment
10	Chipper Forklift Chainsaw Blower pickup truck Lubeperson
11	Dump person Single axle dump truck (CDL class B w/air brakes) Roller One Ton Chipper truck (driver) Self-propelled broom Jackhammer/air compressor truck Herbicide Driver
12	Mower/brushcutter

	One Ton with snowplow/sander Snowplow/sander (single axle) Dual axle dump truck (CDL class B w/air brakes) Front end chip spreader Boom Truck Driver Paint striper (back of striper) Water truck/vactor truck driver Vacuum broom One ton person-lift truck lubeperson Light Mechanic Wheel loader
13	Snowplow/sander (dual axle) Dozer (less than D-6 equivalent) Road grader (maintenance Grading) Dual axle dump truck with pup (CDL class A w/air brakes) Dual axle dump truck with tilt bed Trailer Transfer Station Mechanic (when serving as lead) Herbicide Truck Operator
14	Paint striper (truck driver) Lift Truck Operator Chip spreader (driver) Oil distributor Lowboy Vactor operator Road grader (finish grading) Dozer (D-6 equivalent and above) Excavator Boom Truck Operator Quarry cat/loader Light Mechanic
15	Diesel mechanic

Non-Operations Personnel

A non-operations Bargaining Unit employee meeting the following criteria - Out-of-Position -when:

1. The Bargaining Unit employee performs a minimum of 75% of the job duties of the higher position/range. Guidelines for determining whether the Bargaining Unit employee is performing the job duties of the higher position/range are when:
 - a. The Bargaining Unit employee's authority to act independently on behalf of the department is substantially greater for the period of the assignment.
 - b. The Bargaining Unit employee is freer to work independently of supervision during the period of the assignment.
 - c. The Bargaining Unit employee is engaged in greater independent decision-making during the period of the assignment. This does not mean that the number of decisions is greater, but that the Bargaining Unit employee is reaching and acting on decisions without first checking with a supervisor, and that the quality of those decisions and risks involved in making the decisions is greater.
 - d. The Bargaining Unit employee will be working as an equal with others within and/or outside the department that are in substantially greater positions of authority than the Bargaining Unit employee's current position.

- e. The Bargaining Unit employee will have greater responsibility for assuring compliance with rules, regulations and codes during the assignment.

Pay for the period of the out-of-class assignment shall be subject to the following conditions:

1. Non-operations Bargaining Unit employees engaged in project work that clearly entails duties that should be compensated at a higher rate which has been established prior to the project will earn hour-for-hour out-of-position pay; and
2. Out-of-class pay will be provided at 3.5% of the Bargaining Unit employee's current base wage per hour when they work in any position/range which is one range higher than their own, 7.0% of the Bargaining Unit employee's current base wage per hour when they work in any position/range which is two ranges or more higher than their own, and 10.5% of the Bargaining Unit employee's current base wage per hour when they work in any position/range which is three ranges or more higher than their own.

ATTACHMENT E - SKAGIT COUNTY PUBLIC WORKS TRAINING PROGRAM

NON-OPERATIONS PERSONNEL TRAINING

1. Training is recognized as a desirable and necessary activity to enable Bargaining Unit employees to provide quality service in a safe and productive manner.

The Union Labor/Management Committee, or a subcommittee thereof (Committee), will assist with the County's training program. The Committee will have advisory responsibility, and will identify and recommend common training needs and general areas of priority. The training administrator will be a resource to the Committee on training related issues as necessary, providing information to the committee upon request.

3. Training needs for non-operations Bargaining Unit employees can best be addressed by an Individual Training Plan (ITP) for each Bargaining Unit employee. It will be the supervisors' responsibility to work with the Bargaining Unit employee to develop an ITP for each Bargaining Unit employee supervised. An ITP is intended to give every Bargaining Unit employee equal opportunity for training. First priority of the ITP is to specify training to eliminate knowledge deficiencies and skill deficiencies for the Bargaining Unit employee's current position (based on job description, performance evaluations, and individual consultations with the Bargaining Unit employee). As time and resources allow, training to prepare the Bargaining Unit employee for career advancement, based on a Bargaining Unit employee's interest and aptitude which coincides with the Department's needs, may be included. The County will not provide training for career advancement until the Bargaining Unit employee satisfies the knowledge and skills needed for the current position.

4. The County will document all training on a County "Training Report Form" (available from the County training administrator). Completed forms will be sent to the Public Works training committee for review and for monitoring training received per Bargaining Unit employee. The forms will then be forwarded to the County training administrator for record keeping.

5. Bargaining Unit employees outside the Operations Division who, due to the nature of their work (e.g., transfer station technicians and transfer station mechanics), feel that they could have their training needs better met through the "Operations Personnel Training" section contained in this Agreement, may be guided by the language in that appendix if they, with the concurrence of their supervisor, so desire.

Trainers, equipment, and training time of Bargaining Unit employees shall be at the department's expense. Out-of-position pay shall not be provided during the training period in accordance with paragraph 4.7 of the current collective bargaining agreement (as amended). The departmental training budget will include allocations for training for the Bargaining Unit and non-bargaining unit employees.

OPERATIONS PERSONNEL TRAINING

1. An equipment training/certification program is recognized as a desirable and

necessary activity to enable Bargaining Unit employees to provide quality service in a safe, efficient and productive manner.

2. A Public Works training committee (Training Committee) shall oversee this program. That Training Committee shall consist of members representing operations, solid waste, the equipment rental division, management /supervisory personnel, and the training administrator. Each crew representative shall be elected by the respective crew. The training administrator shall serve as chair.

3. The Training Committee shall meet as necessary to review and monitor training received per Bargaining Unit employee and to prioritize the training to be accomplished. The Training Committee shall ensure that all road maintenance Bargaining Unit employees have equal access to training.

4. This training shall first provide certification for all equipment and/or tasks for Bargaining Unit employees for whom equipment/tasks are contained in their own position. (See attached list of certifiable equipment/tasks per position/range.)

5. After certification of the equipment/task for all Bargaining Unit employees in a specific position, training and certification shall be offered to Bargaining Unit employees in lower positions on a voluntary basis. If requests for training/certification exceed the class capacity, enrollment in the class shall be by aptitude.

6. Trainers, equipment, and training time of Bargaining Unit employees shall be at the department's expense. Out-of-position pay shall not be provided during the training period in accordance with this Agreement. The departmental training budget will include allocations for training for the Bargaining Unit and non-bargaining unit employees.

7. If a Bargaining Unit employee is unable to pass certification in their primary area of work, after three attempts over a reasonable period of time, and if the County is unable to accommodate the Bargaining Unit employee in other functional areas of their current position, the Bargaining Unit employee may be placed in the next lower position in which they are qualified.

8. Bargaining Unit employees with documented OJT and certification on equipment/tasks within other positions shall be given priority consideration over Bargaining Unit employees with certification only when filling vacancies within those other positions.

9. Bargaining Unit employees certified on out-of-position equipment/tasks shall be eligible for - Out-of-Position -and pay on the respective equipment/task in accordance with the policies contained in this Agreement. Certified Bargaining Unit employees with documented OJT on the Temporary Out-of-Position Assignment shall receive priority consideration over certified Bargaining Unit employees without documented OJT when - Out-of-Position -are made.

10. Bargaining Unit employees (e.g., office personnel, traffic technicians, and mechanics) assigned to the Burlington Shop who, due to the nature of their work, feel they could have their training needs better met through an ITP rather than through this training appendix, may be guided by the language in that section if they, with the

concurrence of their supervisor, so desire.

ATTACHMENT F - IMPLEMENTATION OF U.S. DEPARTMENT OF TRANSPORTATION ALCOHOL AND CONTROLLED SUBSTANCES TESTING REQUIREMENTS

STATEMENT OF PURPOSE

The provisions of this Attachment are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations, including those of the Federal Highway Administration (FHA). The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of Bargaining Unit employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize drug and alcohol dependency as illnesses and major health problems. Bargaining Unit employees needing help in dealing with such problems are encouraged to use the County's Employee Assistance Program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any Bargaining Unit employee's job, and will not be noted in any personnel record, so long as disciplinary matter is not pending.

DEFINITIONS

- 1) **Accident:** An occurrence involving a commercial motor vehicle operating on a public road which results in: a fatality; bodily injury to a person who immediately receives medical treatment away from the accident; or one or more vehicles is disabled and must be towed from the scene.
- 2) **Alcohol Concentration:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- 3) **Commercial motor vehicle:** A motor vehicle or combination of vehicles used in commerce if the motor vehicle: 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or 2) Has a gross vehicle weight rating of more than 26,001 or more pounds; or 3) Is designed to transport 16 or more passengers, including the driver; or 4) Is of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded.
- 4) **Covered Bargaining Unit employee:** A Bargaining Unit employee of Skagit County who is covered by the federal alcohol and controlled substances regulations.
- 5) **Driver:** Any person who operates a commercial motor vehicle, including but not limited to Regular Full-Time Employee drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operated contractors who are either employed by or under lease to an employer or who operate a commercial motor vehicle at the direction or with the consent of the County.
- 6) **Performing:** (a safety-sensitive function). A driver is considered to be performing a safety-sensitive function during periods in which they are actually performing, ready to perform, or immediately available to perform any of those on-duty functions (1) through (7) listed in the definition of "safety-sensitive function".
- 7) **Safety-Sensitive Function:** Means any of those on-duty functions listed below. On-duty time means all time from the time the **DRIVER** begins to work or is required to be in readiness to work until the time they are relieved from work and includes:
 - 1) All time at a facility waiting to be dispatched, unless the driver has been relieved from duty;
 - 2) All time inspecting equipment as required by federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - 3) All time driving;
 - 4) All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth;
 - 5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving receipts for shipments loaded or unloaded.
 - 6) All time spent performing the driver requirements related to an accident; and

- 7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

PROHIBITIONS

- 1) **ALCOHOL:** With respect to alcohol use, no driver shall:
 - a) Report to duty or remain on duty while having an alcohol concentration of 0.04 or higher;
 - b) Possess alcohol while on duty;
 - c) Use alcohol while performing safety-sensitive functions;
 - d) Perform safety-sensitive functions within 4 hours after using alcohol;
 - e) Use alcohol for 8 hours after an accident, or until they undergo an alcohol test; or
 - f) Refuse to submit to a required alcohol test.
- 2) **CONTROLLED SUBSTANCES:**

A driver is not allowed to report to duty when they use any controlled substance, except when the use is prescribed by a physician who has advised the driver the substance does not adversely affect the ability to operate a vehicle.

REQUIRED ALCOHOL AND CONTROLLED SUBSTANCES TESTS

Drivers will be tested for alcohol and/or controlled substances use under the following circumstances:

- 1) **Pre-employment:** Prior to the first time a Bargaining Unit employee performs a safety-sensitive function, the individual must undergo testing.
- 2) **Post-accident:** Following an incident that meets the definition of an "accident" as used in this policy, each surviving driver will submit to a post-accident test.
- 3) **Random:**
 - a) **Rate of testing:** The County will conduct random alcohol and controlled substances testing of covered Bargaining Unit employees. The tests will be conducted on a quarterly basis and the number of alcohol tests conducted each year will not exceed 25% of the average number of driving positions each year. The number of controlled substances tests conducted each year will not exceed 50% of the average number of driving positions each year. If the FHWA or other applicable U.S. DOT operating administration lowers or raises the minimum random alcohol and/or controlled substances testing, the County will adjust its random testing rate accordingly.
 - b) **Selection method:** The selection of drivers shall be determined by a random number table of a computer-based random number generator that is matched with a drivers' unique identification number. Each driver shall have an equal chance of being tested each time the selections are made. The dates for random testing will also be selected on a random basis.
 - c) **Restrictions on random alcohol testing:** A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions (items 1-7 defined in the Definition Section above), just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.
 - d) **Application to drivers on leave:** When drivers are off work due to long-term lay-offs, illnesses, injuries or vacations, the County will skip that Bargaining Unit employee and select the next person appearing on the list of individuals selected at random. The County shall not notify any driver to submit to a test while the driver is off work due to these extended leave periods.
- 4) **Reasonable Suspicion:**
 - a) **County representatives** may direct a Bargaining Unit employee to submit to an alcohol and/or controlled substances test when that supervisor has reasonable suspicion to believe

a driver has violated the prohibitions in the Prohibition Section above. The belief must be based on specific, contemporaneous, articulable observations made by the County representative making the reasonable suspicion determination concerning the appearance, behavior, speech, or body odors of the driver.

- b) **Documentation of reasonable suspicion:** Designated County representatives' recommendations to test Bargaining Unit employees will be in writing and describe the behavior and circumstances observed by that County representative that is the basis for recommending that a Bargaining Unit employee be tested. The record of facts and observations will be made as soon as is practical and without delaying the testing process. The record will include a description of the factors such as the Bargaining Unit employees' appearance, behavior, speech and witnesses to these factors.
- 5) **Return-to-duty:** A driver who has violated a prohibition in the Prohibition section must undergo a return-to-duty alcohol test with a result of under 0.02 before returning to duty if the violation was for alcohol; and/or must undergo a controlled substances test with a result indicating a negative result if the violation was for controlled substances use.
- 6) **Follow-up testing:** A safety-sensitive Bargaining Unit employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use is subject to follow-up testing. Follow-up testing consists of at least six unannounced tests in the first 12 months following the Bargaining Unit employee's return to duty. Additional testing during the initial 12 month period or additional testing during a period as long as 60 months may be required by a substance abuse professional.

ALCOHOL TESTING PROCEDURES:

All alcohol tests shall be conducted by a breath alcohol technician (BAT) using an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on its Conforming Products List of Evidential Breath Measurement Devices. A BAT-qualified supervisor of a Bargaining Unit employee may only conduct the alcohol test for that Bargaining Unit employee if there is no other BAT-qualified supervisor available.

CONTROLLED SUBSTANCES TESTING PROCEDURES:

- 1) Tests for controlled substances shall be conducted only by urinalysis and shall be performed by a laboratory certified by the Department of Health and Human Services (DHHS) to conduct such testing.
- 2) Specimens will only be tested for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
- 3) Urination will not be observed except as required by federal regulations. When visual observation is required, the observer shall be of the same gender as the Bargaining Unit employee.
- 4) The County shall pay for all controlled substances testing, except re-testing of the "split sample" requested by a Bargaining Unit employee unless the second test invalidates the original test.
- 5) The County shall not require a driver to inform the County of any over-the-counter medication or other therapeutic drug use except when the use of a controlled substance is prescribed by a physician who has advised the driver that the substance may adversely affect the Bargaining Unit employee's ability to operate a vehicle. At the collection site, the Bargaining Unit employee may, though is not required, list any medications they are taking **ONLY** on the back of the Bargaining Unit employee copy of the chain-of-custody form to serve as a memory aid.
- 6) Prior to making a final decision to verify or report a positive test result, the medical review officer (MRO) shall give the Bargaining Unit employee an opportunity to discuss the test results. If the MRO determines there is a legitimate medical explanation for the positive test result, they shall take no further action and report the test result as negative.

PAY-STATUS:

Bargaining Unit employees shall be paid for all time pertaining to the administration of alcohol and controlled

substances tests, including overtime. All time used by Bargaining Unit employees under this Section will be considered time worked for purposes of wages, overtime, seniority, and other benefits.

REFERRAL, EVALUATION, AND TREATMENT:

- 1) Any Bargaining Unit employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 will be evaluated by a Substance Abuse Professional(SAP). A SAP is a licensed physical psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders. The SAP will evaluate each Bargaining Unit employee to determine what assistance, if any, the Bargaining Unit employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield a Bargaining Unit employee from disciplinary action or reinstatement with the County. County Human Resources should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If a Bargaining Unit employee is allowed to return to duty, they must properly follow the rehabilitation program prescribed by the SAP, the Bargaining Unit employee must pass return-to-duty drug and alcohol tests, and be subject to unannounced follow-up tests for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the Bargaining Unit employee or their insurance provider. Bargaining Unit employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

- 2) **Selection of SAP:** The SAP shall meet the qualifications established in federal regulations and will be mutually acceptable to both parties.
- 3) **Employee Assistance Program (EAP):** The County shall make available and adequately fund an EAP capable of evaluating and resolving problems associated with alcohol and controlled substances use.
- 4) **Rehabilitation:** Rehabilitation programs will be available through established health insurance programs.
 - a) **Continuation of pay:** A leave of absence shall be allowed for treatment on an in-patient or out-patient basis. Bargaining Unit employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, and other accrued leave time.
 - b) **Return to non-safety-sensitive duties:** County shall make reasonable efforts to re-assign Bargaining Unit employees who are participating in an out-patient rehabilitation program to duties within their job description which do not require the performance of safety-sensitive functions, or to another position for which they are qualified that does not require the performance of safety-sensitive functions.

CONSEQUENCES FOR COVERED BARGAINING UNIT EMPLOYEES:

- 1) The County may take appropriate disciplinary action up to and including termination against Bargaining Unit employees for a violation of the prohibitions listed in the Prohibition Section.
- 2) A Bargaining Unit employee who has tested positive for alcohol (.04 or greater) or controlled substances and is consequently prohibited from performing a safety-sensitive function shall be given a verbal explanation of the charges and the factual basis prior to being removed from the safety-sensitive function. Said Bargaining Unit employee shall be placed in "Suspension with Pay" status pending the completion of the investigation.
- 3) No Bargaining Unit employee shall refuse to take a directed alcohol or drug test or to provide urine. If the Bargaining Unit employee should refuse to take an alcohol test, there will be a presumption that the Bargaining Unit employee has a positive reading of .04 or greater alcohol concentration. If the Bargaining Unit employee should refuse to take a drug test or to provide urine, there shall be a presumption that the Bargaining Unit employee tests positive for one of the five controlled substances. Any Bargaining Unit employee refusing to take a drug and alcohol test will be subject

to termination.

Providing False Information and/or Attempting to Contaminate or Alter a Urine Specimen. Any Bargaining Unit employee providing false information about a urine specimen and/or attempting to contaminate a urine specimen will be subject to termination.

Refusal or Failure to Comply with Treatment Recommendations. Any Bargaining Unit employee refusing or failing to comply with treatment and after-care recommendations will be subject to termination.

- 4) A Bargaining Unit employee who receives an alcohol reading in the .02 to .039 range shall be retested at 15 minute intervals thereafter.

A Bargaining Unit employee, who receives a final alcohol reading in the .02 to .039 range, shall be assigned to a non-safety sensitive position for the duration of the shift.

CALL-IN PROCEDURE:

With the exception of Bargaining Unit employees on call, Bargaining Unit employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge they have consumed alcohol within the previous four hours or have reason to believe that their alcohol concentration level would be 0.02 or greater. These Bargaining Unit employees will not be required to submit to an alcohol test, be subject to disciplinary action, or be assigned to perform a safety-sensitive function.

UNION REPRESENTATION:

The County shall afford Bargaining Unit employees the right to union representation, if requested, whenever a Bargaining Unit employee is directed to submit to an alcohol or controlled substances test. All discipline stemming from this policy is subject to the grievance and arbitration procedures in the collective bargaining agreement.

NOTICE REQUIREMENTS:

- 1) The County shall provide detailed educational materials to each covered Bargaining Unit employee that explains federal regulations and the County's policies. At a minimum, the materials shall include:
 - a) The categories of drivers who are subject to these regulations;
 - b) Information about safety-sensitive functions to make clear what period of the work day the driver is required to be in compliance;
 - c) Specific information on conduct that is prohibited;
 - d) The circumstances under which a Bargaining Unit employee may be tested for alcohol and/or controlled substances;
 - e) The procedures that will be used to test for the presence of alcohol or controlled substances;
 - f) The requirement that a driver submit to a test;
 - g) An explanation of what constitutes a refusal to submit to a test;
 - h) The consequences for drivers found to have violated a prohibition in this policy; including the requirement that the driver be immediately removed from safety-sensitive functions
 - i) The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
 - j) Information on the effects of alcohol and controlled substances;
 - k) The person designated by the County to be contacted for questions or additional information; and
 - l) The Bargaining Unit employees' right to representation in relation to alcohol and controlled substances testing under the collective bargaining agreement.

- 2) The County shall ensure that each covered Bargaining Unit employee is informed of these requirements and that the County retains a statement signed by each covered Bargaining Unit employee that they have received a copy of the materials described in this section.