

# LABOR AGREEMENT

BETWEEN

**SKAGIT COUNTY**

AND

**LOCAL 176, COUNCIL #2, AFSCME**

REPRESENTING EMPLOYEES OF:

**PUBLIC WORKS**

January 1, 2017 through December 31, 2019



## TABLE OF CONTENTS

|                                                                                                                                                |           |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>PREAMBLE</b> .....                                                                                                                          | <b>3</b>  |
| <b>ARTICLE 1. - RECOGNITION</b> .....                                                                                                          | <b>3</b>  |
| <b>ARTICLE 2. - DEFINITIONS</b> .....                                                                                                          | <b>4</b>  |
| <b>ARTICLE 3. - UNION-MANAGEMENT RELATIONS</b> .....                                                                                           | <b>4</b>  |
| <b>ARTICLE 4. - HEALTH AND WELFARE</b> .....                                                                                                   | <b>6</b>  |
| <b>ARTICLE 5. - DRUG AND ALCOHOL</b> .....                                                                                                     | <b>8</b>  |
| <b>ARTICLE 6. - PAID HOLIDAYS</b> .....                                                                                                        | <b>8</b>  |
| <b>ARTICLE 7. - VACATIONS</b> .....                                                                                                            | <b>9</b>  |
| <b>ARTICLE 8. - SICK LEAVE</b> .....                                                                                                           | <b>10</b> |
| <b>ARTICLE 9. - OTHER LEAVE</b> .....                                                                                                          | <b>12</b> |
| <b>ARTICLE 10. - HOURS OF LABOR &amp; OVERTIME</b> .....                                                                                       | <b>14</b> |
| <b>ARTICLE 11. - GRIEVANCE PROCEDURE</b> .....                                                                                                 | <b>16</b> |
| <b>ARTICLE 12. - PROBATION, SENIORITY, PROMOTIONS AND LAYOFFS</b> .....                                                                        | <b>17</b> |
| <b>ARTICLE 13. - CLASSIFICATION AND PAY PLAN</b> .....                                                                                         | <b>19</b> |
| <b>ARTICLE 14. - POSITION VACANCY</b> .....                                                                                                    | <b>20</b> |
| <b>ARTICLE 15. - DISCIPLINE - TERMINATION</b> .....                                                                                            | <b>21</b> |
| <b>ARTICLE 16. - NON-DISCRIMINATION</b> .....                                                                                                  | <b>21</b> |
| <b>ARTICLE 17. - MISCELLANEOUS PROVISIONS</b> .....                                                                                            | <b>21</b> |
| <b>ARTICLE 18. - SAVING CLAUSE</b> .....                                                                                                       | <b>23</b> |
| <b>ARTICLE 19. - AGREEMENT DURATION</b> .....                                                                                                  | <b>23</b> |
| <b>ATTACHMENT A - DRUG AND ALCOHOL</b> .....                                                                                                   | <b>25</b> |
| <b>ATTACHMENT B - JOB CLASSIFICATIONS</b> .....                                                                                                | <b>28</b> |
| <b>ATTACHMENT C – SALARY SCHEDULES</b> .....                                                                                                   | <b>30</b> |
| <b>ATTACHMENT D - COMPENSATION FOR WORKING OUT-OF-CLASS</b> .....                                                                              | <b>31</b> |
| <b>ATTACHMENT E - SKAGIT COUNTY PUBLIC WORKS TRAINING PROGRAM</b> ....                                                                         | <b>34</b> |
| <b>ATTACHMENT F - IMPLEMENTATION OF U.S. DEPARTMENT OF<br/>TRANSPORTATION ALCOHOL AND CONTROLLED SUBSTANCES TESTING<br/>REQUIREMENTS</b> ..... | <b>36</b> |
| <b>ATTACHMENT G– 2017 SMP REVISIONS</b> .....                                                                                                  | <b>42</b> |

This agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_ through December 31, 2019, by and between the Board of County Commissioners of Skagit County, Washington, hereinafter known as the Employer, and Local 176 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter known as the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, promote the general efficiency of the Public Works Department, hereinafter known as the Department, to eliminate as far as possible, political considerations from policy, and to promote the morale, well-being and security of employees.

## **PREAMBLE**

It is mutually agreed that the Employer and the Union shall work together individually and collectively to provide the public with efficient service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency with **Department** employees covered by this agreement, while providing the members of the Bargaining Unit with a workplace that fosters respect, dignity and consistency of direction of the workforce.

The parties recognize the County has adopted Skagit County Personnel Policies and Procedures (County Policy) manual providing for general terms and conditions of employment. The County Policy manual is included in this Agreement by reference. Where this Agreement addresses a topic or provision also contained in the County Policy manual 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. The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time employees in the Public Works Department within the bargaining unit of the Department with respect to wages, hours of labor, and working conditions. Part-time employees, temporary employees (defined as working less than five (5) months on seasonal or short term projects within any calendar year), interns from a bona fide academic or vocational program and Labor and Industries Rehabilitation trainees shall not be covered by this agreement.
- 1.2. The bargaining unit shall include only those employees working in the classifications listed in Attachment "B" that meet the definition of a regular full-time or regular part-time employee below in Article 2.
- 1.3. All regular full-time and regular part-time employees, who are members of the Union at the time of the effective date of this Agreement, shall remain members of the Union as a condition of their employment, with the exceptions listed in Article 1.2.
- 1.4. All new regular full-time employees and regular part-time employees, upon completion of a thirty (30) day period, shall become and shall remain members of the Union as a condition of their employment and shall be entitled to all Union

benefits. The Employer shall notify the Union in writing of each new employee and his/her job title within fifteen (15) days from the date of hire.

1.5. Dues Checkoff: The Employer agrees to deduct from the wages of all employees dues and initiation fees hereafter becoming due from such employee to the Union. The Employer, upon receipt of the form properly executed, shall honor the request in accordance with its terms. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of the operation of the checkoff and Union security provisions of the Agreement.

1.5.1. The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.

1.5.2. If an employee, for a bona fide religious belief or tenet, does not desire to be a member of the Union, he/she shall pay to the Employer each month an amount of money equivalent to such regular current Union dues to the Union, who shall then transmit that amount to a nonreligious charity (as provided in R.C.W. 41.56.122) of the objective employee's choice, mutually agreed upon between the Employer and the Union.

## **ARTICLE 2. – DEFINITIONS**

2.1 A full-time regular employee is an employee who regularly works forty (40) hours per week.

2.2 A regular part-time employee is an employee who regularly works less than forty (40) hours per week but more than twenty (20) hours per week for five (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 five (5) months.

## **ARTICLE 3. - UNION-MANAGEMENT RELATIONS**

3.1. All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union.

3.2. Agreements reached between the parties of this Agreement shall become effective only when signed by the President of Local 176, a Representative of Washington State Council #2, and the Board of County Commissioners.

3.3. The Union shall select from its members a committee of up to five (5) including the Union President to serve with the Union Representative in negotiation with the Employer. Negotiations shall be conducted at mutually agreed times and places.

3.4. Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are called by the Employer during normal working

hours.

- 3.5. Official Union Representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such representatives shall obtain permission from their supervisor before leaving the job site. Such representatives or shop stewards who wish to contact an employee or employees on the job concerning a grievance or complaint shall first obtain permission from the employee's supervisor. Supervisors shall cooperate with the shop steward or the union representatives 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 Employer a written list of union officials, stewards, negotiating committee and grievance committee. The Employer shall be notified in writing of any changes that occur during the year within two (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 the Collective Bargaining Agreement. The Employer shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of discretion and decision making authority. Provided, however, the Union and the Employer 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 Employer, 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 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 employees for just cause, and to discharge probationary 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 Employer.
  - 3.7.6. To subcontract work beyond the capacity and/or scope of the bargaining unit to perform said 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 periodically 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 five (5) permanent members chosen by the Union and up to five (5) permanent members chosen by management. Either party may invite additional participants on an ad hoc basis.
- 3.8.3. It is understood that any items discussed in the Labor/Management Committee shall not add to or alter the terms of the collective bargaining agreement unless ratified by the membership of the Union and approved by the Board of County Commissioners. It is also understood that neither party to this agreement waives its right to negotiate any bargainable subject.

#### **ARTICLE 4. - HEALTH AND WELFARE**

- 4.1 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 4.8 and Attachment G, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP 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 shall be the Plan adopted by the County.
- 4.2 The County shall fund the SMP 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-OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling three (3) year period.
  - 4.2.2 The County shall provide funding of the SMP as follows:
    - 4.2.2.1 For 2017 the County shall fund the SMP
    - 4.2.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.
    - 4.2.2.3 For 2019 the County shall fund the SMP at no more than 106.5% of the 2018 funding level; however if the full 106.5% is not used in 2018, the remainder will carry over to fund the 2019 SMP, but not to exceed 110% of the 2018 funding level.
    - 4.2.2.4 In the event County funding provided in sections 4.2.2.1 through 4.2.2.3 should result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a three (3) year period the County shall increase its funding above the level required in this Section 4.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS
  - 4.2.3 In the event a specific SMP employee benefit choice requires an employee

payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such 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 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 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 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 benefit improvements as do not weaken the long term sustainability of the SMP 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 experience negative actuarial trend experience altering the division of SMP-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, shall meet and make said possible recommendations for the following plan year within the division of SMP-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 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.

4.5.2 The Benefits Committee will convene in the last quarter of 2017 for review of wellness and other issues.

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 is required by the program provider or federal or state law, the Employer 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 employees to continue participation in a Health Savings Account (HSA) at the additional cost to be paid for by the employee. Participation in the HSA shall be in accordance with the adopted plan.
- 4.8 Voluntary Medical Insurance Incentive Plan: If the County continues to offer a Voluntary Medical Insurance Incentive Plan beyond 2008, such shall be offered to bargaining unit employees.

## **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 observed holidays and are the legal holidays as amended by the State of Washington 44th Legislature, 2nd Extraordinary Session:

|                               |                                        |
|-------------------------------|----------------------------------------|
| 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                     |
| 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           |

Two (2) Floating Holidays as outlined in 6.3 below.

- 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 employees on a regular four (4) ten (10)-hour work week, Monday through Thursday, Thursday shall be considered a holiday. Whenever a holiday falls on a Sunday or Monday, for employees on a regular four (4) ten (10)-hour day work week, Tuesday through Friday, Tuesday shall be considered a holiday.

- 6.3 Floating Holidays: Each employee may select the days on which he/she desires to take the floating holidays subject to the approval of the supervisor.

6.3.1. New employees shall be eligible for the said personal holiday following six (6) months of continuous service.

6.3.2 All floating holidays shall be for eight (8) hours for any employee employed as FTE = 1.0 and shall be prorated for any employee employed at less than 1.0 FTE

and is a Regular Part Time employee. Floating holidays may be taken in no less than one (1) hour increments subject to the approval of their supervisor.

6.4. Regular part-time and regular full-time employees scheduled to work the above referenced holidays shall be paid two and one-half (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 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 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 one hundred seventy-three point three-three (173.33) hours.

6.7 An employee shall be eligible for the paid holidays so long as the employee is in attendance or on authorized paid leave the workday prior to and the workday following the day on which the holiday is observed, or in the case of employees on authorized time loss for an industrial insurance claim, have had less than sixteen (16) hours of unpaid leave during the month of the holiday.

6.8 When employees are working a four (4) ten (10) schedule as a required assigned schedule by the County, holiday pay shall be paid to those employees at ten (10) hours. For those employees working an alternate schedule at the employee's request, holiday pay shall be eight (8) hours for any regular full-time employee, and pro-rated for any regular part-time employee based on their percentage of full-time employment. Employees may request to change to a five (5) eight (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 forty (40) hour work week.

## **ARTICLE 7. - VACATIONS**

7.1. Vacation leave and seniority benefits shall be computed from the last day of hiring if the employee left Skagit 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 employees to indicate preferred vacation time.

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

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

| <b><u>Length of Employment</u></b> | <b><u>Days/Year</u></b> | <b><u>Annual Leave<br/>per straight<br/>time hours<br/>compensated</u></b> |
|------------------------------------|-------------------------|----------------------------------------------------------------------------|
| 0 through three (3) years          | 10 days (Max 80 hrs)    | 0.0385                                                                     |
| Four (4) through ten (10) years    | 15 days (Max 120 hrs)   | 0.0576                                                                     |
| Eleven (11) years                  | 16 days (Max 128 Hrs)   | 0.0615                                                                     |
| Twelve (12) years                  | 17 days (Max 136 hrs)   | 0.065                                                                      |
| Thirteen (13) years                | 18 days (Max 144 hrs)   | 0.0692                                                                     |
| Fourteen (14) years                | 19 days (Max 152 hrs)   | 0.0731                                                                     |
| Fifteen (15) years                 | 20 days (Max 160 hrs)   | 0.0769                                                                     |
| Sixteen (16) years                 | 21 days (Max 168 hrs)   | 0.0807                                                                     |
| Seventeen (17) years               | 22 days (Max 176 hrs)   | 0.0846                                                                     |
| Twenty (20) years & over           | 23 days (Max 184 hrs)   | 0.0885                                                                     |

7.4. Upon completion of six (6) months of employment, employees shall be allowed to schedule vacation based on their accrued vacation hours. Should an employee emergency exist, the Employer may approve leave without pay for an employee prior to completion of six (6) months.

7.5. Vacation leave may be accrued to a maximum of eighty (80) hours over and above that earned in any one year. Any time vacation is accrued in excess of eighty (80) hours over and above that earned in any one year due to the employee's vacation being deferred at the request of the Employer or due to heavy workload is unable to take time off, a letter shall be submitted to the Employer asking him to authorize that any vacation in excess of eighty (80) hours over be credited to the employee until the employee is able to take the time off, within the next six (6) months.

7.6. Vacation days for purposes of accrual shall consist of eight (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 leave.

7.8. Upon retirement, resignation or termination, an employee who has completed six (6) months of continuous service will be allowed pay for vacation accrued up until the last day worked. Effective January 1, 1995 a maximum of two hundred forty (240) hours shall be allowed to be cashed out.

## **ARTICLE 8. - SICK LEAVE**

8.1. In accordance with the cooperative spirit of this Agreement, the Employer and Union agree that they shall work jointly to prevent misuse and/or abuse of sick leave 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 Employer and employee in all questions of abuse and/or misuse.

8.2. Cumulative sick leave with pay shall accrue to all full-time employees at the rate of one (1) working day of leave for each calendar month of service. Total accumulations shall not exceed 960 hours. Sick leave is earned at the rate of eight (8) hours per month. It is expended based on actual hours off of the assigned work shift.

8.2.1 Regular part-time employees shall accrue sick leave on a pro-rated basis.

8.3. Previous continuous County service shall be allowed in determining the initial granting of sick leave.

8.4. Employees who are granted leave with pay shall continue to accrue sick leave during such absence.

8.5. Sick leave shall be granted for the following reasons:

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

8.5.2. Enforced quarantine in accordance with health regulations.

8.5.3. Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated below. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, brother, sister, child (including step or other legally dependent child), or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household. Each "instance" means each condition or period of illness. Leave for such reason shall not exceed three (3) days without the approval of the employee's supervisor. This limitation shall not apply to the employee, employee's spouse, employee's parent and/or the employee's children.

8.5.4. Medical, dental or optical appointments.

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

8.7. The employee shall furnish a physician's certificate, if requested by the Employer.

8.8. The employee shall be responsible for notifying his supervisor fifteen (15) minutes or more prior to the work shift if on sick leave.

8.9 During the month of January, any employee who has expended no more than two (2) days sick leave in the prior calendar year may at his/her discretion convert increments of four (4) days unused accrued sick leave for one (1) day annual leave with pay provided that a minimum accrued balance of sixty (60) days sick leave is maintained after conversion. The maximum conversion shall be twelve (12) sick leave days for three (3) annual leave days per calendar year.

8.10 **EMPLOYEE SEPARATING SERVICE:** Regular full time or regular part time employees with five (5) years or more of service may cash-out 25% of their sick leave bank, only if they separate employment in good standing and have a minimum of 240

hours accrued in their sick leave bank. (Cash-out not to exceed 60 hours)

8.11 RETIREE SICK LEAVE CASH-OUT: Regular full time or regular part time employee's who retire or upon death may cash-out 50% of their sick leave bank, up to 480 hours payable separation from services (Cash-out not to exceed maximum of 240 hours).

## **ARTICLE 9. - OTHER LEAVE**

9.1 Serious Health Condition, FMLA, WFLA and Family Care Act. The Employer shall authorize leaves of absence to 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 employees may opt to use available vacation and/or sick-leave benefits during statutory leave periods.

### **9.2 Definition of the 12 Month Period**

The twelve month period shall be measured forward from the date an employee's first FMLA leave begins. Therefore, an 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.

### **9.3 Option of Paid Family Leave**

Accrued vacation and sick leave may be used in addition to or in conjunction with FMLA leave to allow for a "paid" leave if the employee so desires.

### **9.4 Intermittent or Reduced Leave**

Under some circumstances, 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 FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to the Employer's approval. FMLA leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

### **9.5 Advance Notice and Medical Certification**

Employees shall provide the department head/elected official with written notification of the anticipated leave dates thirty (30) days in advance when the leave is foreseeable. If the leave is not foreseeable, the 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 serious health condition.

### **9.6 Job and Benefits Protection**

The County shall maintain the employee's medical, dental, vision and life insurance coverage for the duration of the FMLA leave. If the employee has been required to pay a portion of the monthly premium, he/she will be required to continue doing so while on leave. Upon return from FMLA leave, 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.

#### 9.7 Failure to Return to Work

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

9.8. BEREAVEMENT LEAVE - It is hereby mutually agreed that in the event of a death in the immediate family of an employee, the employee shall be eligible for not more than five (5) working days or which is not more than forty (40) working hours of leave with pay to attend to personal matters. Regular part-time employees shall receive bereavement leave based on their percentage of full-time employment. "Immediate Family" and "Time Off" shall be defined as follows:

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

9.8.2 An employee shall be granted not more than one-half (1/2) days absence with pay, to attend the funeral of a fellow employee, or retired employee within the past five (5) years. Attendance of the funeral of a retired employee in excess of five (5) years must be approved by the employee's immediate supervisor.

9.8.3. All bereavement leave shall be by notification and arrangement between employee and the department head.

9.9. MILITARY LEAVE R.C.W. 38.40.060 and USERRA as amended shall determine compensation during military leave as specified therein.

9.10 JURY DUTY Any employee who is called for jury duty shall receive from the Employer his regular pay for the actual time he is required to be 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 leave or vacation. If an employee is called for jury duty within Skagit County and is dismissed from such duty or appearance prior to noon, he shall report back to work.

9.11 UNPAID LEAVE All requests for an Unpaid Leave of Absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The

Employer shall respond to the requests for leave of absence in writing within ten (10) working days. The length of leave of absence shall be at the discretion of the Employer. Approved leave requests of six (6) months or less assure the employees reinstatement to their current position.

9.11.1. Realizing an employees' first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

9.12 Donated Sick Leave: Donated Sick leave will be provided per current County policy.

## **ARTICLE 10. - HOURS OF LABOR & OVERTIME**

10.1 The work week shall be forty (40) hours of work to consist of (5) eight (8) hour days or four (4) ten (10) hour days to be determined by the Employer.

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

ALTERNATIVE WORK SCHEDULES. The Employer, with the consent of the effected 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-class pay, holidays, etc.

The work week shall begin at 12:01 a.m. Monday and end at midnight the following Sunday.

10.2 The regular hours of work each day shall be consecutive except for interruptions designated for lunch period. Two fifteen (15) minute rest periods shall be provided each work day on Employer'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 Employees shall travel to and from designated headquarters on their own time. Whenever personnel regularly assigned to a designated shop are temporarily assigned to the other designated shop, transportation may be provided by the Employer from the regularly designated shop; however, such employees shall travel to and from the temporary headquarters 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 Employer, and after being made shall continue at least five (5) consecutive days (or, four (4) consecutive work days if the work week consists of four (4) ten (10) hour days). Employees shall be given at least three (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 eight (8) hours in one (1) day and beyond forty (40) hours in any one (1) week, except when working a (four) 4 (ten) 10 hour day schedule in which case overtime will be paid for all hours worked beyond ten (10) hours in one (1) day and beyond forty (40) hours in one (1) week. For the purposes of this article only, vacation, sick, bereavement leave, donated leave, comp time, jury duty, and holidays shall be counted as time worked.

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

Overtime shall be compensated for at one and one-half (1-1/2) times the regular rate.

Overtime will be reported in fifteen (15) minute increments only. Employees working seven and one-half (7.5) minutes or more will receive overtime rounded to the next nearest fifteen (15) minutes. Employees working less than seven and one-half (7.5) minutes will receive overtime rounded to the previous nearest fifteen (15) minutes.

10.7 Any employee working continuously in excess of four (4) hours beyond normal work shift shall be reimbursed for actual costs upon presentation of a receipt for one meal (to a maximum of \$7.50 each) for each four (4) hours of continuous overtime work. Employees will be allowed a meal break without affecting continuous overtime work.

10.8 Call back exists when an employee is requested by the Employer to report or return to work at a time other than the 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 11.4. However, continuous overtime work before or after the normal work shift shall not constitute a call back. Minimum call back shall be three (3) hours at the overtime rate. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the overtime rate until his/her regular shift begins. This applies to all Scalehouse Attendants (Regular full time and regular part time.)

10.9 The County agrees to attempt to equally distribute overtime. Overtime hours shall first be offered to 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 an employee within the work group where the work is required, first to employee(s) in the same or similar classification. If no such person is available, the work may be offered to employees in progressively higher classifications. The order of distribution of overtime may be altered if workplace efficiency would suffer as a result of its strict application.

10.10 COMPENSATORY TIME: Within the discretion of the Director and with mutual agreement with the affected employee, compensatory time off may be granted for overtime worked.

10.10.1 In lieu of overtime pay, employees may request, and shall be

granted, compensatory time at the rate of one and one-half hours of compensatory time for each hour of authorized overtime worked; provided, however, that if said compensatory time off would interfere with the normal work requirements of the providing of public services, as determined by the Director of Public Works, overtime shall be paid.

10.10.2 No more than forty (40) hours of compensatory time may be carried in the compensatory time bank of any employee at any given time; however, up to sixty (60) hours of compensatory time may be accrued and used per calendar year. This sixty (60) hour maximum may not be expended and replenished throughout the year; but is cumulative to the aforementioned maximum.

10.10.3 Accrued but unused compensatory time shall be cashed out in the 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 comp time for the current year. During the year, and with the prior approval of the Public Works Director, the employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing 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.

10.10.4 The permission of the department head may be given to specific individuals 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 one (1) hour. 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 five (5) working days from its occurrence, or from the date the aggrieved employee could reasonably have known of the occurrence, the aggrieved employee shall discuss his complaint with his immediate supervisor. The shop steward may be present if the 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 and submitted to the appropriate supervisor within ten (10) working days from the informal meeting in 3.1.1. 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 his answer back to the Union official and employee from whom he received it within five (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, who is the Board's designee, within five (5) working days after the designated supervisor's answer in 3.1.2. and shall be signed by both the employee and the Union official. The Director or his/her representative shall discuss the grievance within five (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, who is the Board's designee, or his/her representative, shall give the department's written answer to the Union within three (3) working days following their meeting.

Step 4: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, shall be submitted for arbitration within ten (10) working days of receipt of the Employer's written response as hereafter provided. The parties shall select a disinterested party to serve as arbitrator.

In the event the Employer and the Union are unable to agree upon an arbitrator, the Employer and Union shall request the American Arbitration Association to 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 expenses and fees incident to the services of the arbitrator shall be equally shared by the Employer and the Union.

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

11.3 Grievances involving reclassification matters may be appealed to the Board of County Commissioners after Step 3.

11.4. For the purposes of this article, the Union shall mean the Council #2 Union Representative and either duly elected officers or duly elected stewards of Local #176, AFSCME, Council #2.

## **ARTICLE 12. – PROBATION, SENIORITY, PROMOTIONS AND LAYOFFS**

12.1 Probation upon employment: No appointment or employment of a newly hired individual in any position shall be deemed complete until after the expiration of a period of six (6) months probationary service from the date of hire. 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, as defined in this article, 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.

For the purposes of this article, an employee's seniority date shall be the date the employee was hired into a regular full-time or regular part-time position as a Skagit County employee. If the employee has left Skagit County for any reason other than military service for a period greater than one year, a new seniority date shall be assigned to the 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 classification shall be according to qualifications. Provided, that when the qualifications of two eligible employees is equal, the promotion shall be based on seniority

12.4 (a) When an employee is promoted, he/she shall be paid at the amount of the higher salary range which is one pay step above the rate he/she had been paid in the lower class. However, if the salary ranges do not overlap, he/she shall be paid at the minimum of the higher salary range. Upon promotion to a position with a higher salary range, the employee's next step increase date will not change.

(b) If an employee is promoted and if the pay raise upon promotion is equal or less than the employee was receiving for serving in the position in a temporary capacity (out of class pay), the employee will be placed two steps higher in the assigned salary range. (See Examples)

EXAMPLES: 1) Range 8 Step 6 Promoted to Range 10 Step 4  
2) Range 8 Step 7 Promoted to Range 11 Step 3

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

12.5 An employee receiving a promotion shall serve a probationary period in that new classification for a minimum period of ninety (90) days but not to exceed six (6) months. The employee will receive the pay for that classification. Any employee who fails to successfully complete the probationary period shall revert to his/her last held position.

12.6 In the event an employee is passed over for promotion, an explanation of why he/she has not been promoted shall be furnished to this employee upon his/her request with advice on what he/she needs to do to enable him/her to become eligible for future promotional openings. i.e., skills, expertise, training, schooling, etc. Upon request of the employee, this explanation can be provided in writing. As time and resources allow, an employee's individual training plan may be modified to address deficiencies identified in the explanation.

12.7 Nothing in this article shall prohibit the Employer from assigning an employee to work at a job in a higher classification for training purposes. There must be an instructor present during the training time. During such periods, the employee will receive no increase in compensation, up to one hundred sixty (160) hours cumulative maximum amount of time per training position. Thereafter, the employee shall receive

higher class pay as set forth in Attachment D, Compensation for Working Out-of-Class.

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

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

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

12.9 An 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. Employees requesting transfers to open positions may be subject to an interview and/or testing process.

### **ARTICLE 13. – CLASSIFICATION AND PAY PLAN**

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

Effective the first day of the first pay period in 2017, Steps 8A, 8B, and 8C on the Salary Schedules shall be consolidated into one Step 8, which shall be 3.5% higher than Step 7. Employees at Step 8A, 8B, or 8C effective the first day of the first pay period in 2017 shall be placed at the new Step 8 as soon as practicable upon ratification.

New employees will normally be hired at Step 1 of the assigned salary range for their classification. Progression beyond Step 1 will normally occur according to the following schedule:

|             |           |
|-------------|-----------|
| STEP: 1 - 2 | 12 Months |
| 2 - 3       | 12 Months |
| 3 - 4       | 18 Months |
| 4 - 5       | 18 Months |
| 5 - 6       | 18 Months |
| 6 - 7       | 18 Months |
| 7 - 8       | 18 Months |

13.1.1 Effective January 1, 2017 there shall be a 2 % increase in the 2016 wage table.

13.1.2 Effective January 1, 2018 there shall be a 2 % increase in the 2017 wage table.

13.1.3 Effective January 1, 2019 there shall be a 1 % increase in the 2018 wage table.

13.1.4 Effective January 1, 2019, recommended changes as a result of the Total Cost of Compensation Study for placement of positions on the salary schedule are adopted.

A. Employees whose positions are moving up one Range shall be placed at a step on the new Range which results in a one-step increase from their current placement.

B. Employees whose positions are moving up two Ranges (or more) shall be placed at a step on the new Range which results in a two-step increase from their current placement.

C. Should the first step of the new Range for a position be a greater increase for the employee than what is outlined in A and B of this section, the employee shall be placed on the first step of the new Range and the employee's step increase date shall be set to 1/1/17.

D. Employees whose positions are moving down in Ranges shall be placed on a step of the new Range which matches their current compensation. Any employee who is currently compensated at a rate that is higher than the top step of the new Range for their position shall be "frozen" at their current rate of pay, and receive no cost of living adjustments, until the top step of the new Range catches up to their current rate of pay.

E. Step placement of employees on a new Range as outlined in A, B and D of this section will not change the employee's next step increase date which shall occur as regularly scheduled.

13.2 All bargaining unit employees shall be assigned one of the job classifications listed in Attachment B.

13.3 Should a new classification be created, the Employer will notify the Union immediately, and negotiations over appropriate wages for said classification will begin within thirty (30) days of the notification.

13.4 In the event an employee is temporarily reassigned to and will actually be performing the responsibilities of a job of higher classification, the employee shall be paid in accordance with Attachment B to this agreement, Compensation for Working Out-of-Class.

## **ARTICLE 14. – POSITION VACANCY**

14.1 When a vacancy or new job is to be filled, a notice stating the position is to be filled shall be posted online for a minimum of ten (10) working days and the said notice shall state the qualifications of the position. Any individual desiring this position shall make application in writing in accordance with Skagit 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 classification of Maintenance Technician, the County may opt to accept letters of interest from bargaining unit members for anticipated openings in that classification. 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 classification of Maintenance Technician. Letters of interest should state the lateral transfer or promotion the 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 classification of Maintenance Technician within a six-month period following the date letters of interest are first accepted using those letters received to date, or it may opt to advertise the specific opening as outlined above.

## **ARTICLE 15. - DISCIPLINE - TERMINATION**

15.1 Employees may be disciplined or terminated by the County for just cause.

15.2 Any discipline action imposed upon an employee may be subject to the Grievance Procedure. If the Employer has reason to reprimand an employee, the Employer shall strive to do so in a manner that will not embarrass the employee before other employees or the public.

## **ARTICLE 16. - NON-DISCRIMINATION**

16.1 The provisions of the Agreement shall be applied equally to all 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. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of his/her job. Grievances arising out of this Article shall not be subject to the grievance procedure unless the affected employee and the Union elect to use mediation as an election of remedy and the employee expressly agrees in writing to waive his/her 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 classification or 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 Skagit County is an Equal Opportunity Employer.

## **ARTICLE 17. - MISCELLANEOUS PROVISIONS**

17.1 Boot and clothing allowance:

| Annual Allowance | Job Title                       |
|------------------|---------------------------------|
| \$200 Boot       | Engineering Tech I              |
|                  | Engineering Tech II             |
|                  | Engineering Tech III            |
|                  | Engineering Tech IV             |
|                  | Environmental Resources Tech I  |
|                  | Environmental Resources Tech II |

|                             |                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | Habitat Restoration Specialist<br>Litter Crew Supervisor<br>Mod Risk Haz Waste Tech II<br>Natural Resources Tech<br>Scale House Attendance in Sauk and Clear Lake<br>Stormwater Review Technician<br>Transfer Station Tech<br>Transfer Station Laborer<br>Transfer Station Truck Driver<br>Waste Reduction/Recycle Ed. Specialist |
| \$400 Boot OR<br>Coveralls  | ER&R Fund Assistant<br>Flagger/Maintenance Aide<br>Maintenance Tech II<br>Maintenance Tech III<br>Maintenance Tech IV<br>Maintenance Tech V Lead<br>Survey Tech III<br>Survey Tech IV<br>Survey Tech V<br>Traffic Tech<br>Traffic Tech Lead                                                                                       |
| \$200 Boot AND<br>Coveralls | Maintenance Mechanic I<br>Maintenance Mechanic II<br>Maintenance Mechanic III<br>Transfer Station Mechanic                                                                                                                                                                                                                        |

In the event an employee is hired into a covered position during the year, and chooses the allowance, they will be paid the entire allowance for the year. If documentation is received by the last day of the month, it will be paid on the paycheck for the 10<sup>th</sup>. If documentation is received by the 15<sup>th</sup> of the month, it will be paid on the paycheck for the 25<sup>th</sup>.

In the event an 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 Maintenance Mechanics, Transfer Station Mechanic, and Electrical Instrument Specialist shall furnish their own tools required for the job. Each mechanic shall be compensated \$600.00 annually for the purpose of purchasing tools.

17.3 The County shall furnish survey vests, safety vests, and hard hats for all employees performing work requiring them. Safety equipment shall be provided by the County for all outside crews, where such equipment is necessary for the proper performance of duty. The Employer shall make such determination after considering the recommendation of the Safety Committee.

It is the intent of the parties to maintain safe and healthful working conditions and to encourage employees to work in a safe manner.

17.5 No 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.

17.6 Each employee is responsible for the upkeep and general maintenance of any equipment he 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, and report such to his foreman or supervisor on a form provided by the Employer.

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

17.8 Each 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.

17.9 In recognition of the Lead duties the Transfer Station Mechanic is assigned within the Solid Waste Division, the salary for the Transfer Station Mechanic position shall be reassigned from Range 12 to Range 13. Should in the future the County permanently assign Lead duties to another position, the salary Range for the Transfer Station Mechanic position shall revert back to a Range 12, and the employee currently in the position at that time 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, retroactive as indicated herein and shall remain in full force and effect until and through December 31, 2019. Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days, but not more than ninety (90) days prior to December 31, 2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, 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 Counsel 2 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this

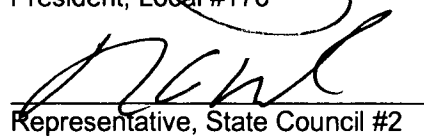
section.

- 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 Union with the information supporting the County's determination. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

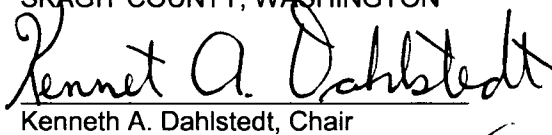
Signed this 29 day of May, 2018.

AFSCME LOCAL #176  
PUBLIC WORKS EMPLOYEES

  
\_\_\_\_\_  
President, Local #176

  
\_\_\_\_\_  
Representative, State Council #2

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

  
\_\_\_\_\_  
Lisa Janicki, Commissioner

  
\_\_\_\_\_  
Ron Wesen, Commissioner

## 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 position open. This shall include current 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 an 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 employee must advise the Employer 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 Employer may request the 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 employee assistance programs an opportunity for employees to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through employee assistance programs in complete confidence and without jeopardizing his or her 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 an employee is under the influence of alcohol or drugs, or using illegal drugs, the 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 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 employee who is found to have any detectable level of illegal drugs in his system is subject to immediate termination.

An 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 his 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 an 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 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 an employee to safely perform his or her 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 an employee is required to submit to a drug test, the following procedure shall be followed:

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

A.3.2. The employee shall then be given an opportunity to explain the reasons for his or her 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 Employer 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 employee to the collection site and observe the collection, bottling and sealing of the specimen. The 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 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<br>Amphetamines | 500 ng/ml<br>Amphetamines or Methamphetamine |
| Marijuana              | 50 ng/ml<br>Delte-THC       | 15 ng/ml                                     |
| Cocaine<br>Metabolites | 300 ng/ml<br>Metabolite     | 150 ng/ml                                    |
| Opiates                | 2000 ng/ml<br>Metabolites   | 2000 ng/ml<br>Morphine or Codeine            |
| PCP                    | 25 ng/ml PCP                | 25 ng/ml GC-MS                               |

A.3.8. At the 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 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 Employer 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 Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. 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 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 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 CLASSIFICATIONS

| Range | Title                                                                                                                                                                                                                                                                                                                                                     |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6     | Flagger/Maintenance Aide (until 1/1/19)<br>Survey Tech Trainee<br>Transfer Station Laborer (until 1/1/19)                                                                                                                                                                                                                                                 |
| 7     | Flagger/Maintenance Aide (as of 1/1/19)<br>Office Assistant III (until 1/1/19)<br>Staff Assistant I (until 1/1/19)                                                                                                                                                                                                                                        |
| 8     | Accounting Technician I (until 1/1/19)<br>Maintenance Technician I<br>Maintenance Mechanic I (until 1/1/19)<br>Office Assistant III (effective 1/1/19)<br>Staff Assistant I (effective 1/1/19)<br>Transfer Station Laborer (effective 1/1/19)                                                                                                             |
| 9     | Accounting Technician I (effective 1/1/19)<br>ER&R Fund Assistant (until 1/1/19)<br>Maintenance Mechanic I (effective 1/1/19)<br>Maintenance Technician II<br>Records Assistant<br>Scale House Attendant<br>Staff Assistant II<br>Survey Technician II                                                                                                    |
| 10    | Accounting Technician II<br>Litter Crew Supervisor (until 1/1/19)<br>ER&R Fund Assistant (effective 1/1/19)<br>Maintenance Technician III<br>Maintenance Mechanic II (until 1/1/19)<br>Moderate Risk Hazardous Waste Technician II (until 1/1/19)<br>Survey Technician III<br>Traffic Technician                                                          |
| 11    | Accounting Technician III<br>Administrative Assistant (Contracts and Grants Administration)<br>Engineering Technician I<br>Environmental Resources Technician I<br>Litter Crew Supervisor (effective 1/1/19)<br>Maintenance Mechanic II (effective 1/1/19)<br>Maintenance Technician IV<br>Moderate Risk Hazardous Waste Technician II (effective 1/1/19) |

|    |                                                                                                                                                                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Survey Tech IV<br>Transfer Station Technician                                                                                                                                                                                                                                                                         |
| 12 | Engineering Technician II<br>Maintenance Mechanic III<br>Maintenance Technician IV – Herbicide<br>Natural Resources Technician<br>Survey Technician V<br>Transfer Station Mechanic (when not serving as lead)<br>Transfer Station Truck Driver<br>Waste Reduction/Education Specialist                                |
| 13 | Engineering Technician III<br>Environmental Resources Technician II<br>Habitat Restoration Specialist<br>Maintenance Technician V – Lead<br>Senior Maintenance Technician Lead<br>Stormwater Review Tech<br>Transfer Station Mechanic (when serving as lead)<br>Traffic Technician Lead<br>Water Resources Technician |
| 14 | Engineering Technician IV                                                                                                                                                                                                                                                                                             |

## **ATTACHMENT C – SALARY SCHEDULES**

{{TO BE ADDED BY PAYROLL WHEN CALCULATED}}

## 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 an employee of the operations division operates equipment within a classification greater than his/her own, the employee shall be considered to be working out-of-class. 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 employee is operating, the employee must have successfully completed the certification process. Should illness or vacation prevent the employee from taking the final certification examination; however, the remainder of the program has been completed, the employee will be eligible for out-of-class pay.
2. The employee must operate the equipment a minimum of one working hour. The employee will receive out-of-class pay for actual operating time only.
3. The out-of-class pay will be provided at 3.5% of the employee's current base wage per hour when the employee works in any classification which is one range higher than his/her own, 7.0% of the employee's current base wage per hour when the employee works in any classification which is two ranges or more higher than his/her own, and 10.5% of the employee's current base wage per hour when the employee works in any classification which is three ranges or more higher than his/her own.
4. Maintenance Technicians working as supervisors will be paid within Range 13.
5. Equipment operated must be included on the following list:

| RANGE | EQUIPMENT                                                                                                                                                                                                 |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8     | Light duty trucks<br>Miscellaneous hand held equipment<br>Dump person<br>Chipper<br>Fork lift<br>Chain saw<br>One ton snowplow/sander<br>Lubeman (until 1/1/19)                                           |
| 9     | One ton snowplow/sander<br>Single axle dump truck (CDL class B w/air brakes)<br>Self-propelled broom<br>Roller<br>Jackhammer/air compressor truck<br>Chipper truck (driver)<br>Lubeman (effective 1/1/19) |
| 10    | Mower/brushcutter<br>Snowplow/sander (single axle)<br>Dual axle dump truck (CDL class B w/air brakes)<br>Small loader (2 cubic yard bucket)                                                               |

|    |                                                                                                                                                                                                                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Front end chip spreader<br>Bridge truck<br>Paint striper (back of striper)<br>Water truck/vactor truck driver<br>Vacuum broom<br>One ton man-lift truck<br>Light Mechanic (until 1/1/19)                                                                                                                                    |
| 11 | Snowplow/sander (dual axle)<br>Dozer (less than D-6 equivalent)<br>Road grader (maintenance Grading)<br>Wheel loader (3 cubic yard bucket or larger)<br>Herbicide applicator<br>Dual axle dump truck with pup (CDL class A w/air brakes)<br>Dual axle dump truck with tilt bed Trailer<br>Light Mechanic (effective 1/1/19) |
| 12 | Paint striper (truck driver)<br>Chip spreader (driver)<br>Oil distributor<br>Lowboy<br>Vactor operator<br>Road grader (finish grading)<br>Dozer (D-6 equivalent and above)<br>Track excavator<br>Bridge truck bucket<br>Quarry cat/loader<br>Diesel mechanic                                                                |
| 13 | Transfer Station Mechanic (when serving as lead)                                                                                                                                                                                                                                                                            |

### **Non-Operations Personnel**

When a non-operations employee meets the following criteria, the employee shall be considered to be working out-of-class:

1. The employee must be performing a minimum of 75% of the job duties of the higher classification. Guidelines for determining whether the employee has achieved the higher classification are:
  - a. The employee's authority to act independently on behalf of the department must be substantially greater for the period of the assignment.
  - b. The employee must be freer to work independently of supervision during the period of the assignment.
  - c. The employee must be engaging 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 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 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 employee's current position.
  - e. The 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 personnel 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-class pay.
2. Out-of-class pay will be provided at 3.5% of the employee's current base wage per hour when the employee works in any classification which is one range higher than his/her own, 7.0% of the employee's current base wage per hour when the employee works in any classification which is two ranges or more higher than his/her own, and 10.5% of the employee's current base wage per hour when the employee works in any classification which is three ranges or more higher than his/her 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 employees to provide quality service in a safe and productive manner.

The AFSCME Labor/Management Committee, or a subcommittee thereof, will assist with the 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 employees can best be addressed by an Individual Training Plan (ITP) for each employee. It will be the supervisors' responsibility to work with the employee to develop an ITP for each employee supervised. The intent of an ITP is to give every employee equal opportunity for training. First priority of the ITP is to specify training to eliminate knowledge deficiencies and skill deficiencies for the employee's current position (based on job description, performance evaluations, and individual consultations with the employee). As time and resources allow, training to prepare the employee for career advancement, based on an employee's interest and aptitude which coincides with the Department's needs, may be included. Training for career advancement shall not be provided before knowledge and skill deficiencies for the current position have been eliminated.

4. All training received will be documented on a Skagit 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 employee. The forms will then be forwarded to the County Training Administrator for record keeping.

5. Employees outside the Operations Division who, due to the nature of their work (i.e. 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 employees shall be at the department's expense. Out-of-class 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 employees to provide quality service in a safe, efficient and productive manner.

2. The Public Works Operations Subcommittee (Training Standards Committee) shall oversee this program. The Committee shall consist of members representing operations, solid waste, and 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 Committee shall meet as necessary to review and monitor training received per employee and to prioritize the training to be accomplished. The Committee shall ensure that all road maintenance employees have equal access to training.
4. This Program shall first provide certification for all equipment and/or tasks for employees for whom equipment/tasks are contained in their own classification. (See attached list of certifiable equipment/tasks per classification)
5. After certification of said equipment/task for all employees in a specific classification, training and certification shall be offered to employees in lower classes 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 employees shall be at the department's expense. Out-of-class pay shall not be provided during the training period in accordance with paragraph 18.4 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.
7. If an employee is unable to pass certification in his/her primary area of work, after three attempts over a reasonable period of time, and if the Employer is unable to accommodate said employee in other functional areas of the employee's current classification, the employee may be placed in the next lower classification in which they are qualified.
8. Employees with documented OJT and certification on equipment/tasks within other classifications shall be given priority consideration over employees with certification only when filling vacancies within those other classifications.
9. Employees certified on out-of-class equipment/tasks shall be eligible for out-of-class pay on the respective equipment/task in accordance with out-of-class pay policies contained in this the bargaining agreement. Certified employees with documented OJT on the out-of-class equipment/task shall receive priority consideration over certified employees without documented OJT when out-of-class assignments are made.
10. Employees assigned to the Burlington Shop who, due to the nature of their work (i.e. office personnel, traffic technicians, and mechanics), feel they could have their training needs better met through an Individual Training Plan (see "Non-Operations Personnel Training" earlier in this Attachment) 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 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. 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 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 Employee:** An 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 full time, regularly employed 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 Employer.
- 6) **Performing:** (a safety-sensitive function). A driver is considered to be performing a safety-sensitive function during periods in which he or she is 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 he/she is 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 he/she undergoes 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 he/she uses 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 an 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 Employer will conduct random alcohol and controlled substances testing of covered 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 Employer 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 Employer will skip that employee and select the next person appearing on the list of individuals selected at random. The Employer 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) **Employer representatives** may direct an 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 Employer representative making the reasonable suspicion determination concerning the appearance, behavior, speech, or body odors of the driver.

- b) **Documentation of reasonable suspicion:** Designated Employer representatives' recommendations to test employees will be in writing and describe the behavior and circumstances observed by that Employer representative that is the basis for recommending that an 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 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 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 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 an employee may only conduct the alcohol test for that 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 employee.
- 4) The Employer shall pay for all controlled substances testing, except re-testing of the "split sample" requested by an employee unless the second test invalidates the original test.
- 5) The Employer shall not require a driver to inform the Employer 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 employee's ability to operate a vehicle. At the collection site, the employee may, though is not required, list any medications they are taking ONLY on the back of the 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 employee an opportunity to discuss the test results. If the MRO determines there is a legitimate medical explanation for the positive test result, he or she shall take no further action and report the test result as negative.

#### **PAY-STATUS:**

Employees shall be paid for all time pertaining to the administration of alcohol and controlled substances

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

#### **REFERRAL, EVALUATION, AND TREATMENT:**

- 1) Any 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 employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield an 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 an employee is allowed to return to duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the 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 employee or their insurance provider. 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 Employer 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. 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:** Employers shall make reasonable efforts to re-assign 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 he/she is qualified that does not require the performance of safety-sensitive functions.

#### **CONSEQUENCES FOR COVERED EMPLOYEES:**

- 1) The Employer may take appropriate disciplinary action up to and including termination against employees for a violation of the prohibitions listed in the Prohibition Section.
- 2) An 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 employee shall be placed in "Suspension with Pay" status pending the completion of the investigation.
- 3) No employee shall refuse to take a directed alcohol or drug test or to provide urine. If the employee should refuse to take an alcohol test, there will be a presumption that the employee has a positive reading of .04 or greater alcohol concentration. If the employee should refuse to take a drug test or to provide urine, there shall be a presumption that the employee tests positive for one of the five controlled substances. Any 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 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 employee refusing or failing to comply with treatment and after-care recommendations will be subject to termination.

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

An 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 employees on call, 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 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 Employer shall afford employees the right to union representation, if requested, whenever an 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 Employer shall provide detailed educational materials to each covered employee that explains federal regulations and the Employer'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 an 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 Employer to be contacted for questions or additional information; and
  - l) The employees' right to representation in relation to alcohol and controlled substances

testing under the collective bargaining agreement.

- 2) The Employer shall ensure that each covered employee is informed of these requirements and that the Employer retains a statement signed by each covered employee that he or she has received a copy of the materials described in this section.

## ATTACHMENT G– 2017 SMP Revisions

For purposes of explanation and without augmenting the provisions of Article 4 in any way effective 1/1/2017 the SMP shall be adjusted as follows:

|                                   |  |                                                   |
|-----------------------------------|--|---------------------------------------------------|
| Deductible Single/Family          |  | \$500/\$1000                                      |
| Coinsurance                       |  | 80%/60%                                           |
| Out of Pocket Max                 |  | \$2,500/\$5000                                    |
| RX Cost Sharing                   |  | \$15/\$30/\$50/20% (subject to out of pocket max) |
| Max RX copay                      |  | 20% up to \$200, per 30 day fill                  |
| Emergency Room Copay              |  | \$100 (waived if admitted)                        |
| Employee Contribution for Spouses |  | \$100/month                                       |
| Coordination of benefits          |  | Integrated                                        |

2. The following enhancements shall be added to the SMP effective 1/1/2017
  - a. Increase alternative care sessions from twenty-four (24) to thirty (30) per year.
  - b. Remove Pulmonary and Cardiac therapy from inclusion in alternative care group and create a new group including both therapies with a limit of thirty (30) sessions per year.
3. Effective 1/1/2017 annual dental limits for covered individuals shall increase from one-thousand-five-hundred (\$1,500) dollars to two-thousand (\$2,000) dollars. All other dental benefit coverages remain the same.
4. Effective 1/1/2017 the County shall provide all employees covered by this contract with a Long Term Disability Policy that provides coverage of 50% of the employee's compensation. Coverage limits will be as set by the plan documents.
5. Effective 1/1/2017 the County shall increase the basic life insurance coverage of employees covered by this contract to \$25,000.
6. In order to assist employees in the transition to the SMP 500, the AFSCME-PW unit may vote to accept one of two options: 1) an HRA VEBA account will be established for all AFSCME PW employees enrolled in the SMP 500. \$700 shall be contributed by the County in 2017 to the account of each regular full-time employee who is employed as of 1/1/17. Employees who are hired after 1/1/17 shall receive a pro-rated portion based on their benefit eligibility date. Regular part-time employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire. 2) A one-time cash payment will be made to all AFSCME PW employees enrolled in the SMP 500. \$600 shall be paid to each regular full-time employee who is employed as of 1/1/17. Employees who are hired after 1/1/17 shall receive a pro-rated portion based on their benefit eligibility date. Regular part-time

employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire.