

2023 – 2025

AGREEMENT

between

**ALDERWOOD WATER & WASTEWATER
DISTRICT**

and

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES (WSCCCE)
LOCAL NO. 1811-A**

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
(AFSCME)**

TABLE OF CONTENTS LOCAL 1811-A

PREAMBLE	2
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION	3
ARTICLE 3 – LONG-TERM TEMPORARY EMPLOYEES	4
ARTICLE 4 – NONDISCRIMINATION	5
ARTICLE 5 – HOURS OF WORK AND OVERTIME	6
ARTICLE 6 – WAGES/SPECIAL PAY	11
ARTICLE 7 – HOLIDAYS	13
ARTICLE 8 – VACATIONS	14
ARTICLE 9 – SICK LEAVE	15
ARTICLE 10 – LEAVES OF ABSENCE	17
ARTICLE 11 – MEDICAL-DENTAL	20
ARTICLE 12 – EXISTING RETIREMENT AND SOCIAL SECURITY BENEFITS	23
ARTICLE 13 – SENIORITY-LAYOFF	24
ARTICLE 14 – CORRECTIVE ACTION	26
ARTICLE 15 – GRIEVANCE PROCEDURE	28
ARTICLE 16 – CLOTHING AND DEVICES	29
ARTICLE 17 – EDUCATION AND TRAINING	32
ARTICLE 18 – EMPLOYER RIGHTS	33
ARTICLE 19 – NO STRIKES OR LOCKOUTS	33
ARTICLE 20 – SEVERABILITY	34
ARTICLE 21 – COMPLETE AGREEMENT	34
ARTICLE 22 – TERM OF AGREEMENT	34

APPENDIX A: 2023 AWWD Hourly Wage Schedule

APPENDIX B: 2024 AWWD Hourly Wage Schedule

**AGREEMENT
between**

**ALDERWOOD WATER AND WASTEWATER DISTRICT
and**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL NO. 1811-A**

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

January 1, 2023 through December 31, 2025

PREAMBLE

THIS AGREEMENT between the Alderwood Water and Wastewater District (hereinafter referred to as the "Employer") and Local No. 1811-A, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The purpose of the Water District and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote the general efficiency, morale and security of the employees covered by this labor Agreement; and harmonious relations, giving full recognition to the rights and responsibilities of the Employer, the Union and the employees.

ARTICLE 1 - RECOGNITION

- 1.1 The Alderwood Water and Wastewater District recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time (20 hours or more per week). Maintenance and Operations employees working within the Water/Sewer operations and Finance on a regular basis and employed in the job classifications set forth in Appendix "A" to this Agreement including those employees employed through governmental agency programs for one (1) year or more, but excluding the Engineering Department personnel, confidential and supervisors, seasonal, intermittent, temporary or limited term workers, or persons engaged or retained by the Employer or by a person, firm or corporation under any contract with the Employer. The Employer will provide the Union President written notice of temporary appointments that exceed ten (10) working days.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

- 2.1 The Employer and the Union agree that all employees covered hereunder may, at their election, become members of the Union. The Employer shall remain neutral when communicating with employees about union membership and direct the employee to discuss union membership with a union staff representative. In the event that a new employee fails to complete their probation the Union shall reimburse the initiation fee.
- 2.2 The Employer agrees to allow time off with pay for a Union officer, except when the Employer feels that the employee cannot be released due to workload, to attend State or National conferences or State or National seminars, not to exceed three (3) working days for a single function. The allowable aggregate of such paid time off for the officer shall not exceed five (5) working days in one calendar year.
- 2.3 The Employer agrees to deduct union dues in accordance with Washington State RCW 41.56.110. The amounts deducted shall be transmitted monthly to the Union Secretary-Treasurer on behalf of the employees involved. The Union will indemnify, defend and hold harmless the Employer against any claims made and any suit instituted against the Employer on account of application of this Article, provided the Employer accepts only payroll deduction cards authorized by the Union.
- 2.4 The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee, in accordance with Washington State RCW 41.56.037.
- 2.5 The Staff Representative of the Union shall be allowed access to the premises for the purpose of investigating grievances, provided such representative notifies the Employer of such investigation in advance of the visit. No Union member or officer shall conduct Union business during employee working time unless both union and management have agreed the business is necessary and the Union member has informed their direct supervisor or the supervisor in charge. This section is for the purpose of investigating grievances and is not related to de minimis union business. De minimis for the purpose of this section means (1) it is occasional and of short duration; (2) it does not interfere with job responsibilities; (3) it does not result in any expense to the District or utilize excessive District resources; and (4) it does not violate any section of this agreement or any District policy, procedure, or practice. Any concerns about the application of this section can be brought up by either party during a labor management meeting.

ARTICLE 3 – LONG-TERM TEMPORARY EMPLOYEES

3.1 If the Employer determines that it is in its best interests to fill a position temporarily that has been vacated due to a long-term (six (6) months or more) temporary leave (for reasons that could include military duty, medical leave, or an on-the-job injury), the Employer will make every effort to follow the guidelines outlined below:

- The Employer will reassign existing qualified employee(s) to the temporarily vacant position based on an internal recruitment process. The lowest level vacated position would be filled temporarily by the normal selection process.
- If the Employer determined that there was not a qualified internal candidate to move up, the position would be filled temporarily by the normal selection process.

The employee hired into the lowest level position to fill in for the temporary vacancy would be doing union work, paying union dues if they so choose, and receive the other benefits of a full-time regular employee. However, the employee would not accrue seniority rights unless they continued in non-separated or contiguous service with the Employer beyond the temporary assignment.

If the employee who was on leave returns to their regular full-time duties, employee(s) in the temporary assignment(s) shall return to their former positions and the lowest level temporary employee would be laid off.

3.1.1 Long-term temporary employees under this article are hired for the specific purpose of filling a position that has been vacated because of the leave of a regular permanent employee of the Employer. Long-term temporary employees are not guaranteed employment for any length of time before, during, or after their assignment and can be terminated at anytime during the temporary assignment.

3.1.2 If the employee on leave does not return, the temporarily assigned employee(s) would be required to go through the normal selection process to apply for the vacancy.

Articles 13.5, 13.5.1, and 13.6 do not apply to long-term temporary employees.

ARTICLE 4 - NONDISCRIMINATION

4.1 The Employer and the Union will cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religion, color, gender, sex, sexual orientation, national origin, age, marital status, or disability or on the basis of inclusion in another protected class, subject to

occupational requirements, qualifications and ability to perform the essential functions of the job, with or without reasonable accommodation, as provided under Executive Order, Local, State or Federal law.

- 4.2 No employee shall be discharged or discriminated against for upholding Union principles, fulfilling the lawful duties as an officer in the Union or serving on a Union committee, and the Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to attend negotiating meetings with the Employer and transmit communications as authorized by the Union to the Employer.
- 4.3 The Employer and the Union agree to adopt the District's unlawful harassment policy as it exists at the time of ratification of this agreement by both parties. Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's Anti-Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article will not be the subject of grievances under Article 15 of this Agreement.

ARTICLE 5 – HOURS OF WORK

- 5.1 Work Periods. Unless otherwise established in writing, the work period for purposes of calculating overtime for employees assigned to a five/eight (5/8), four/ten (4/10), flex, or part-time schedule is a seven (7) calendar day period beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday. The work period for employees working a nine/eighty (9/80) schedule will be a seven (7) calendar day period beginning at the midpoint of the employee's eight (8) hour shift.
- 5.2 Rest and Meal Periods. Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee shall be entitled to compensation for the portion of the meal period he or she was required to work.

Employees will be allowed a rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Employees assigned to a 9/80 or 4/10 work schedule will be allowed rest periods of twenty (20) minutes in each one-half shift.

Meal and rest periods will be scheduled with the approval of the employee's supervisor.

5.3 Work Schedules. An employee's supervisor will determine their schedule and any changes to that schedule. All regular employees will be assigned to one of the following schedules:

1. 5/8s: Five (5) consecutive 8-hour days on duty, Monday through Friday, followed by two (2) consecutive days off.
2. 4/10s: Four (4) consecutive ten 10-hour days on duty, excluding Saturday and Sunday, followed by three (3) consecutive days off.
3. 9/80: A combination of 9-hour days and one 8-hour day on duty, excluding Saturdays and Sundays, during a two-week period that results in eighty (80) scheduled work hours.
4. Flex: A flexible schedule of forty (40) hours per week with starting and ending times set by agreement between the employee and his or her supervisor.
5. Part-Time Schedules: The Employer will determine the schedule for part-time employees based on operational needs and the role of the employee.

The Employer shall attempt to provide reasonable notice of any schedule change for non-emergency situations. The Employer and the Union agree that if the District needs to move to a Saturday/Sunday regular schedule at the Wastewater Treatment Facility, the parties would meet and bargain the impacts of the change. The parties agree that the District may implement the change to weekend work prior to the completion of the impacts bargaining.

5.3.1 Requesting an Alternative Work Schedule. Four/ten's (4/10's), nine-eighty's (9/80's), and flex are considered an alternative work schedule. If an employee is not already assigned to one of these schedules the Employer will consider requests. To request an alternative work schedule, employees should draft a proposal in writing to their supervisor that should include the following:

1. List of all affected employees (e.g. employees in the work unit);
2. Information on how disputes among employees in the work unit will be resolved;
3. Information on how this will benefit both the Employer and employee(s);

4. Information addressing coverage issues including sick days, vacation scheduling, peak work load, and Employer business hours; sample monthly schedule; and
5. Additional information the employee feels is relevant to this process.

All requests for Alternative Work Schedules must be approved by the Employer's supervisor, department head, and the General Manager.

- 5.3.2 9/80 Schedule Restrictions. Non-exempt employees are required to take the same alternating "flex" day off for the length of their nine-eighty (9/80) schedule (e.g., regular flex day off is Monday, cannot switch to Tuesday or any other day) to comply with the definition of a workweek under the FLSA.
- 5.3.3 Holidays on Alternative Work Schedules. Holidays are considered eight (8) hour days. Non-exempt employees on four/ten's (4/10's) are required to revert to a five/eight (5/8) schedule during workweeks where holidays exist. By mutual agreement, the employee and supervisor may agree to remain on four/ten's (4/10's); however, the employee must make up the difference between the eight (8) hour holiday pay and their normally scheduled shift by using vacation leave, compensatory time, or floating holiday. Non-exempt employees on nine-eighty's (9/80's) will make up the difference between the eight (8) hour holiday pay and their normally scheduled shift by using vacation leave, compensatory time, or floating holiday.
- 5.3.4 Training days, Jury Duty, or Military Leave for Non-exempt Employees on Alternative Work Schedules. Training days, military leave, or jury duty, are considered eight (8) hour days. Non-exempt employees on an alternative work schedule during workweeks where training days occur may revert to a five/eight (5/8) schedule, or they make up the difference between the eight (8) hour training day, day of jury duty, or day of military leave and their regularly scheduled shift by using vacation leave, compensatory time or floating holiday.
- 5.4 Overtime. An employee may be expected to perform a reasonable amount of overtime work as required by the Employer, unless excused by a supervisor for a justifiable reason; provided, however, that when the Employer determines that emergency conditions or special circumstances exist, employees must perform overtime work as directed, whether by extension of the normal work day or by callout/callback to work.

Employees must receive prior verbal authorization from their supervisor before working overtime. If an effort has been made to contact a supervisor(s) in an

emergency situation, and a supervisor is not available, a voicemail message will suffice. For the purpose of this policy an emergency situation is an event that has occurred unexpectedly where waiting to perform the work could cause risk or damage to the Employer or public property or impact the safety of employees or members of the public. If the employee cannot contact the supervisor before work is completed for reasons outside of their control, they should do so immediately following the completion of the work.

Employees will receive overtime compensation at a rate of 1.5 times the employee's regular rate of pay for all hours worked in excess of eight (8) hours per day, or the amount of any shift as part of an alternative work schedule, or forty (40) hours in a workweek. For purposes of calculating overtime, all hours spent performing assigned duties and all paid leave will be considered time worked.

- 5.5 Compensatory Time. With the approval of their supervisor, employees may accrue compensatory time in lieu of receiving overtime pay. Compensatory time shall accrue at the rate of 1.5 hours for each overtime hour worked. An employee shall not be allowed to accumulate more than forty (40) hours of compensatory time at a time, with the lone exception of an extension of a single shift.

Compensatory time off must be scheduled in advance with the approval of the employee's supervisor.

The employee's compensatory time balance will be cashed out at his or her straight time hourly rate of pay when the employee separates from employment. Employees can also cash out compensatory time accrual at any time upon request.

- 5.6 Callouts/Callbacks. When an employee who is not on duty in accordance with Section 5.8 is required to return to a work site outside of regularly scheduled hours, the employee shall be paid the greater of a minimum of four hours at their hourly rate of pay, or the number of hours of overtime work at 1.5 times their hourly rate of pay. Work time will begin when the employee arrives at the assigned work site or reports to the Department to collect an assigned vehicle. An employee shall not be considered called out/called back if they are called at any time within two hours before their regular shift begins.

The Employer shall establish a callout/callback list. Any employee or supervisor on duty shall call employees on the list based on the needs of the job to be performed, and the skills, ability, experience and knowledge necessary to perform the relevant duties. Should the employees on the callout/callback list not be available or not equal a number necessary to complete all required duties, the Employer will be responsible for assigning employees who are not on the list. A reasonable effort should be made to distribute callout/callback assignments

fairly amongst the employees on the callout/callback list. Employees must report to work fit for duty when called out/back.

5.6.1 Travel time. Any employee who is called out/called back to work pursuant to section 5.6 will be paid thirty (30) minutes of travel time at their regular hourly rate or 1.5 times their hourly rate if the travel time qualifies as overtime pursuant to section 5.4 of this agreement.

5.7 Extended Shifts. No employee shall work over a sixteen (16) hour period unless it is an emergency situation as determined by the Employer. If an employee works a shift of 16 hours or more, they shall be off-shift for the following eight (8) hours. Any scheduled shift during the eight (8) hour period shall be paid at the employee's straight pay rate.

Except as provided in Article 5.6, an employee working a non-regularly assigned shift during the preceding eight (8) hours of their regularly scheduled shift shall be off-shift for an equivalent period. The employee will be paid at their straight pay rate for the equivalent period.

Example 1: An employee's regular shift is from 7:00 AM to 4:30 PM. The employee works a non-regular shift (three hours) from 1:00 AM to 4:00 AM before their regularly assigned shift. The employee must be off-shift for three hours from the beginning of their regularly scheduled shift (7:00 AM to 10:00 AM). The employee will receive their straight pay rate for those three hours.

Example 2: An employee's regular shift is from 7:00 AM to 4:30 PM. The employee works a non-regular shift from 9:00 PM to 1:00 AM (two of those hours during the relevant eight-hour period) before their regularly assigned shift. The employee must be off-shift for two hours from the beginning of their regularly scheduled shift (7:00 AM to 9:00 AM). The employee will receive their straight pay rate for two hours.

Example 3: An employee's regular shift is from 7:00 AM to 4:30 PM. The employee works a non-regular shift (one hour) from 5:30 AM to 6:30 AM before their regularly assigned shift. The employee does not need to be off-shift. Article 5.6 applies.

Example 4: An employee's regular shift is from 7:00 AM to 4:30 PM. The employee works a non-regular shift (ten hours) from 11:00 PM to 9:00 AM, working into their regularly assigned shift. The employee would be off shift at 9:00 AM and receive their straight pay rate (9:00 AM to 4:30 PM) for seven hours to equal their nine-hour shift. Article 5.6 applies.

An employee must report to their regularly scheduled shift upon the completion of the mandatory rest period. An employee may use compensatory time, vacation leave, or sick leave as appropriate for the remainder of their regularly scheduled shift with prior approval by their supervisor or designee.

This section does not apply to Duty shifts/work.

- 5.8 Duty. Employees shall designate on January 1 of each year their intent to participate on "duty." For the purpose of this section "duty" is defined as an assignment where employees are required to carry a District phone and respond to calls outside of normally scheduled work hours including weekends. The Employer shall establish the duty roster based on the designated intent of the employees, needs of the Employer, and the skills, ability, experience and knowledge necessary to perform the relevant duties, as determined by the Employer. Should the availability of employees with the requisite ability be below the number required to perform duty work, the Employer shall assign employees. Employees must be fit for duty at all times while on duty and, with exception of those employees stationed at the Wastewater Treatment Plant, must reside within 25 miles of the Maintenance and Operations building.

Employees will be scheduled on duty for a period of one full week (seven consecutive days). Employees may trade duty shifts in one day or one-week increments. Any trade of duty must be approved by the employees' supervisors. Any trade of weekend duty days must be approved by the employees' supervisors by 12:00PM on the Friday before.

For the purpose of calculating a duty shift, "day" shall mean a time period that ends and begins at the start of the regular work shift of the employee assigned on duty.

An Employer-provided vehicle shall be provided to the employee on duty for the purpose of responding to work situations. Use of the vehicle shall be voluntary for Wastewater Treatment Plant Employees on duty. However, should an employee choose to use a personal vehicle, no mileage reimbursement shall apply.

- 5.8.1 Duty pay. During their assigned duty week pursuant to section 5.8 of this agreement, Employees will be paid three (3) hours at their regular hourly rate per day in the week such duty is assigned. In addition, employees will be compensated and/or may accrue compensatory time in accordance with the provisions of this agreement for every hour worked from the time they are called out until they arrive back home at 1.5 times the employee's regular hourly rate when performing work in response on duty.

- Equivalent holiday pay on duty. When the duty worked includes a scheduled holiday as set forth in Article 7 herein, the employee shall receive equivalent time off or pay for said holiday.
- Employees on duty are not entitled to other premium pay, pay minimums or guarantees as outlined in any part of section 6.3, except for telephonic time as outlined in Section 6.3.2.

5.9 Standby. For the purpose of this section, standby is defined as an assignment where an employee is required to respond outside of normally scheduled work hours, including weekends. During their assigned standby period, employees will be paid three (3) hours at their regular hourly rate per day in the week such standby time is assigned. If an employee is called to perform work while on standby, pay is pursuant to Article 5.6. The District will seek qualified volunteers for standby assignments prior to assigning an employee.

ARTICLE 6 – WAGES/SPECIAL PAY

6.1 Employees shall be paid in accordance with the wage grid as set forth on Appendix "B" of this agreement.

Effective upon this Agreement's full execution, the wage grid will be adjusted by 5.0% for a cost of living adjustment (COLA). Retroactive payment of this COLA, back to January 1, 2023, based on applicable gross wages, will be paid to eligible employees. Represented employees must be on the District's payroll at this Agreement's full execution to be eligible for retroactive pay; this includes employees promoted to District positions outside of the unit.

Effective upon this Agreement's full execution, the wage grid will be adjusted by an additional 3.5% for a market adjustment; no retroactive payment will be made for the market adjustment.

Effective January 1, 2024, the wage grid will be adjusted by a total of 6.6%. The wage adjustment consists of a 4.6% COLA, based on the CPI-U for the Seattle-Tacoma-Bellevue metropolitan area from June 2022 to June 2023, and a 2% market adjustment.

Effective January 1, 2025, the wage grid will be adjusted by 100% of the Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bellevue metropolitan area from June 2023 to June 2024, with a minimum of 0% and a maximum of 5%.

6.2 Progression in salary step within grades shall be based on hours compensated in the job classification to which an employee is regularly assigned. When an

employee is promoted through a non-competitive promotion, they will retain their existing step date prior to the promotion. When an employee is promoted through a competitive promotional process, they will be assigned to the step in the salary grade for such job classification equivalent to a minimum of one full salary step above their existing salary at the time of such promotion. At the District's discretion, it may move an employee to a higher wage rate on a case-by-case basis. Advancement in salary step within the range of the job classification to which an employee is competitively promoted shall be one year from the date of assignment to such job classification.

- 6.3 Paydays. Employees will be paid after a bi-weekly pay period. For the purposes of payroll administration, regular pay will be lagged five days from the last day of the bi-weekly pay period. Employees will be paid every other Friday. If a payday falls on a holiday, employees will be paid on the business day before.

All employees will receive their paycheck through direct deposit.

- 6.3 Premium pays/pay minimums and/or guarantees. All premium pays outlined in this section must be pre-approved by a supervisor.

6.3.1 Reporting to work early. If an employee is requested to report to work less than two hours from the time they start their regularly scheduled shift the employee will receive one and one half times (1.5) their regular hourly rate only for the time that occurs before the start time of the regular shift.

6.3.2 Telephonic/computer time. An employee who responds telephonically or by computer in order to perform work related to their essential job duties will be paid in thirty (30) minute increments at their normal hourly rate or 1.5 times their hourly rate if the time worked qualifies as overtime pursuant to section 5.4 of this agreement. Multiple phone calls occurring within the same thirty (30) minute increment will not be paid an additional incremental amount.

6.3.3 Shift differential. If a shift differential occurs and an employee is scheduled to work anytime during the hours of 6:00 PM to 6:00 AM, that employee will receive five percent (5%) per hour in addition to their hourly rate of pay only for the hours worked between 6:00 PM and 6:00 AM. Shift differential pay as outlined in this section does not include employees called back as stated in section 5.6 of this agreement or any employee on duty as stated in section 5.8.

6.3.4 Extended shift meals. During extended work shifts at least two hours past the scheduled end of an employee's workday, the Employer will provide meals at a value not to exceed the U.S. General Service Administration Lynnwood/Everett (Snohomish County) per diem rate per employee subject to all appropriate taxes.

- 6.3.5 Working Out-of-Classification Pay. Employees temporarily assigned to perform a majority of the essential functions of the work in a higher classification for one (1) working day or more as approved by their supervisor in writing before the work is performed, shall be paid at the salary step in the higher classification that represents at least a seven percent (7%) increase of their regular rate of pay. If such an assignment is expected to last more than twenty (20) working days within a sixty day period, the employee will be upgraded to the higher classification at the step that is at least seven percent (7%) higher than their current salary from the first day of the same temporary assignment until the last.
- 6.3.6 Scheduled Overtime. When an employee works overtime pursuant to section 5.4 that is scheduled prior to the overtime occurring, the employee must receive at least two (2) hours of time paid at 1.5 times their regular hourly rate. For the purpose of this section extended shifts do not count as scheduled overtime.
- 6.3.7 Sent Home Minimum. When an employee reports to work and is subsequently sent home he/she shall be entitled to a minimum of four hours' report pay at the regular hourly rate of pay for that day unless notified not to report or the employee violated District policy, or the employee was sent home for reasons that qualify as sick leave.

ARTICLE 7 - HOLIDAYS

- 7.1 Employees shall be granted the following holidays without reduction in pay:
- 7.1.1 New Year's Day – January 1
 - 7.1.2 Martin Luther King Jr. Day – third Monday of January
 - 7.1.3 President's Day – third Monday in February
 - 7.1.4 Memorial Day – last Monday in May
 - 7.1.5 Independence Day – July 4
 - 7.1.6 Juneteenth- June 19
 - 7.1.7 Labor Day – first Monday in September
 - 7.1.8 Veterans Day – November 11
 - 7.1.9 Thanksgiving Day – fourth Thursday in November
 - 7.1.10 Native American Heritage Day – day after Thanksgiving
 - 7.1.11 Christmas Eve – December 24
 - 7.1.12 Christmas Day – December 25
 - 7.1.13 In order to receive holiday pay an employee must be in paid status the entire work day before or the day after the holiday.

7.1.14 If Christmas falls on a Saturday, the holiday shall be granted on the prior Thursday. If Christmas Eve falls on a Sunday, the holiday shall be granted on the following Tuesday.

7.2 If any of the above holidays fall on Saturday or Sunday, the Friday before the Saturday or the Monday after the Sunday will be considered the recognized holiday. Whenever a granted holiday falls on an employee's regularly scheduled day off, a compensating day off with pay shall be given for each holiday so occurring.

7.3 All work performed on a holiday shall be paid at two times the employee's regular straight-time hourly rate, such to be in addition to the regular paid holiday pay. If a holiday falls on a weekend and the observed holiday is on a weekday, then all work performed on the actual holiday shall be paid at two times the employee's regular straight-time hourly rate, and all work performed on the observed holiday shall be at 1.5 times the employee's regular straight-time hourly rate, such to be in addition to the regular paid holiday pay.

7.4 One personal holiday shall be granted each year, which may be taken between January 1 and December 31. Such holiday is non-cumulative. New employees must be employed by June 30 to be eligible for a personal holiday. Employee must schedule unused personal holiday and receive supervisor approval by December 1st of each year. Any personal holiday that is unscheduled by December 1st will be cashed out at the base wage rate. Should an employee retire or elect to terminate employment prior to taking the personal holiday there shall be payment of such holiday upon termination. If employee is terminated, with cause, by the Employer prior to taking personal holiday, there will be no payment. Requests to take a personal holiday shall be made by an employee to their supervisor at least five (5) days prior to the date requested by the employee.

ARTICLE 8 – VACATIONS

8.1 Vacations with pay shall be provided for all regular full-time employees annually after completion of each year of continuous employment according to the following schedule:

<u>Annual Vacation</u>			
<u>Period Covered</u>	<u>Accrued Days</u>	<u>Accrued Hours</u>	<u>Monthly Hours Accrued</u>
Date of hire to 4th anniversary date (through 4th year)	12.0	96.00	8.00
Date of 4th anniversary to 9th	15.0	120.00	10.00

anniversary date (5th through 9th year)

Date of 9th anniversary to 14th anniversary date (10th through 14th year)	18.0	144.00	12.00
---	------	--------	-------

Date of 14th anniversary to 19th anniversary date (15th through 19th year)	21.0	168.00	14.00
--	------	--------	-------

Date of 19th anniversary date and thereafter	25.5	204.00	17.00
--	------	--------	-------

8.1.1 Vacation Accrual Rate Assignment. The Employer has discretion to place newly hired employees in the vacation accrual table based on the employee's relevant experience, qualifications, certifications, and accreditation levels for the hired position and not to exceed the accruals for AWWD employees in their 9th to 14th anniversary.

8. 1. 2Vacation Accrual. For calculation of accrual, vacation and sick leave will be prorated for the month of the date of hire. Vacation leave accrued shall not be credited or used until the first day of the following month in which they are earned. Vacation and sick leave benefits shall be prorated for part-time employees and/or employees who are on leave without pay. Vacation benefits may only accrue and be carried over to a maximum of two hundred and forty (240) hours on the employee's anniversary of their date of hire.

8.1.2 Vacation Cash Out. Prior to the employee's anniversary of their date of hire, employees who have accrued more than eighty (80) hours of vacation in a year may elect to cash out a portion of their vacation leave accrual providing they have taken a minimum of eighty (80) hours of vacation in that anniversary year. Employees may elect to cash out a minimum of eight (8) hours or a maximum of forty (40) hours at one hundred percent (100%) of the current hourly rate of pay. Employees who separate from employment will receive pay for any vacation time earned but not taken up to their separation date. Employees who are discharged for misappropriation of District funds or for theft of District property are not eligible for payment of any accrued vacation. In the event of retirement such pay shall not exceed two hundred and forty (240) hours. In the event of death of the employee, all vacation time accrued up to the last day the employee worked will be cashed out and paid to the determined beneficiary.

8.2 Employees should request, whenever possible, at least two weeks prior to the day(s) they intend to use the leave when requesting vacation more than three (3) days in vacation. All vacation leave must be pre-approved by the employee's

supervisor. The supervisor shall respond to a vacation request by the end of the fourth work day following the day the request was made.

- 8.3 Earned and unused vacation days may be taken at any time after six (6) months of continuous employment during a period of sickness after all sick leave has been used.
- 8.4 The Employer may deny vacation leave requests that cause an undue burden on the operations of the Employer.

ARTICLE 9 - SICK LEAVE

- 9.1 Each employee will accrue sick leave at the rate of twelve (12) working days per year (8 hours per month) for full-time regular employees or pro-rated for regular part-time employees. No provision of Article 9 is intended to limit the rights of employees under state and/or federal law.
- 9.2 Sick leave may be granted for the following reasons:
 - 1. Personal illness, physical incapacity or mental illness;
 - 2. Enforced quarantine of the employee by a physician;
 - 3. Mental or physical illness, injury, or health condition of the employee; or to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
 - 4. To care for the employee's child, spouse, domestic partner, parent, parent-in-law, grandparent or sibling with a mental or physical illness, injury, or health condition; or to accommodate the family member's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
 - 5. For absences that qualify for leave under the Domestic Violence Leave Act;
 - 6. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason.

Non-pregnant employees can take maternity or paternity leave as sick leave before or after the birth of their child in an amount up to eighty (80) hours within a time period that lasts no longer than six months after the birth. Additional sick leave beyond the 80-hour limit can be granted for reasons allowed under this section. An employee can also request additional maternity or paternity leave as vacation leave, compensatory time, floating holiday, or leave without pay in accordance with the related section in this contract.

Sufficient verification may be required for any absence exceeding three (3) days.

Use of sick leave for a purpose other than those identified above will be reason for discipline up to and including termination of employment.

The Employer may require medical certification from the employee to ensure that they are fit for duty upon returning to work. Such medical documentation will only include information related to an employee's ability to perform the assigned duties. The Employer will maintain the privacy of the employee by maintaining medical certifications in a separate locked file in Human Resources.

The employee will report a sick leave related absence to their immediate supervisor, or a telephone number designated by the Employer prior to the start of the day's work or as soon thereafter as practical in cases of unforeseen emergencies.

The employee will keep their supervisor informed of the duration of their illness on a regular basis.

- 9.3 Sick leave accrued can be taken as credited on the 1st of the month following the month it was earned.

Sick leave does not accrue while an Employee is on leave without pay. If an employee is on leave without pay for part of a payroll period, then sick leave will be pro-rated based on how many hours the employee worked.

New employees will accrue sick leave on a pro-rated basis for the month of their date of hire and month of separation if applicable.

- 9.4 Sick leave may be cashed out as follows:

- 1 Upon voluntary separation from employment after ten years of service the employee will receive the cash value of twenty-five percent (25%) of all accrued but unused sick leave. This provision applies to any employee of the District who was hired after January 1, 2014. All employees before this date will receive the cash value of fifty percent (50%) after ten years of service. Employees who are discharged for misappropriation of District funds or for theft of District property are not eligible for payment of any accrued sick leave.
- 2 Upon voluntary separation from employment after twenty years of service the employee may cash out up to fifty percent (50%) of all accrued but unused sick leave at 100% of the cash value.

- 3 Upon the death of an employee, their beneficiary will receive fifty percent (50%) of then accrued and unused sick leave benefits on the final paycheck due to the employee. Beneficiaries will be the same as those that the employee named for the Employer's group term life insurance policy
- 4 During the month of their anniversary of employment employees may cash out any sick leave earned but unused over the amount of three hundred and eighty-four (384) hours at a cash value of fifty percent (50%).

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 Bereavement Leave. Up to three regular work days (24 hours) of bereavement leave with pay will be granted to an employee in the event of a death in the immediate family. Two (2) additional regular work days (16 hours) may be granted where extensive travel is required (300-mile radius from place of residence) or if the employee is the trustee of the estate of the deceased. If an employee needs more time during the bereavement period, they can request vacation leave, sick leave, compensatory time, or floating holiday for up to five additional work days. Any leave under this section in relation to the death of an immediate family member may be denied if it is requested outside of a sixty (60) day period from the date of death.

For purposes of bereavement, "family" means the employee's spouse or domestic partner, children, parents, siblings, grandparents, and grandchildren. It also means the employee's spouse's/domestic partner's parents, siblings, grandparents, and grandchildren or children eighteen (18) and under living in the immediate household and under the employee's care. "Children" include biological, adopted, foster, or other parent-like relationship.

When circumstances warrant, and with approval of the employee's department head, employees may use vacation leave, sick leave, compensatory time, or floating holiday for attendance at funerals of persons other than those included in the definition of immediate family.

District employees may be allowed to attend memorial and funeral services for fellow or former employees without being required to use accrued leave, subject to the following conditions:

- The employee will not be absent more than one-half of a work day; and
- The employee's supervisor must give prior approval of the absence.

An employee may be excused by their supervisor to attend such a service provided that an adequate workforce to assure continuation of public service and the capability to respond to emergencies is maintained.

The Employer reserves the right to request the appropriate documentation in instances in which abuse of this policy is suspected.

- 10.2 Jury Duty. Regular employees who are called to serve as a juror will immediately notify their supervisor or at a minimum provide two weeks' notice of the summons to the Employer. An employee who has been selected to serve on jury duty must keep their supervisor updated daily as to their status. The employee will be paid their regular rate of pay for actual time spent on jury duty.

The employee must furnish a written statement from the appropriate court official showing the date and time served and must give their supervisor notice of the call for jury duty within one week of receipt of the notice. The employee is expected to report for work whenever the court schedule permits.

Either the Employer or the employee may request to be excused from jury duty if, in the Employer's judgment, the employee's absence would create an operational hardship.

The District will continue to provide health insurance benefits while employees serve on jury duty.

- 10.3 Military Leave. Military leave for members of the military, Federal Reserve or National Guard, or for military spouses, will be granted to employees in accordance with all laws of the United States and the State of Washington.
- 10.4 Family Medical Leave. The Employer and the Union agree to adopt the District's Family Medical Leave policy in the Personnel Policies and Procedures Policy as it exists at the time of ratification of this agreement by both parties. The Employer agrees to comply with all provisions of federal and state laws in regard to family medical leave.
- 10.5 Disability Leave. A disability leave request will be assessed on a case by case basis and may be granted by the Employer for the period of disability in compliance with the Americans with Disabilities Act (ADA).
- 10.6 Personal Leave or Leave Without Pay. A personal leave of absence or leave without pay shall be defined as an approved absence from employment without pay or benefits. After completing one (1) year of employment and exhausting all applicable leaves, an employee may apply, in writing, for personal leave or leave without pay. The application will state the reason for requesting the personal leave or leave without pay and the length of leave requested. Personal leave or leave without pay shall be approved by the employee's department head, the Human Resources Manager, and the General Manager and are granted at the sole discretion of the Employer in consideration of operational needs. An employee who fails to return at the end of a personal leave or leave without pay,

or who accepts employment elsewhere during a leave will be considered to have resigned without the required notice.

No benefits or leave shall accrue during the personal leave or leave without pay and employees may elect to self-pay for medical benefits during such leave, per COBRA requirements.

- 10.7 Pregnancy Related Leave. Pregnant Employees are entitled to Temporary Disability Leave before and after the delivery and/or bonding leave after the pregnancy in accordance with Washington State law.
- 10.8 Domestic Violence Leave. Victims of Domestic Violence, Sexual Abuse, or Stalking are entitled to a reasonable amount of leave in accordance with Washington State RCW 49.76.
- 10.9 Shared Leave. Employees shall be eligible to participate in the Employer's Shared Leave program and donate vacation leave, personal holiday, or compensatory time, in accordance with the Employer's Personnel Policies and Procedures Manual as of the date this agreement is ratified by both parties, to a shared leave account to be used for the aid of a current employee or their immediate family member who is suffering from a seriously incapacitating and extended illness or severe injury which has caused or is likely to cause the employee to take leave without pay or terminate their employment.

ARTICLE 11 – HEALTH & WELFARE BENEFITS

11.1 Medical Plan.

11.1.1 The Employer agrees to pay the following monthly premiums for full-time employees and their eligible dependents as defined by the appropriate group medical plans in force for the term of this Agreement. The Employer reserves the right to change to plans that offer a substantially similar level of benefits and bargain the impacts to any mandatory subjects of bargaining with the Union. .

11.1.1.1 2023 Medical Coverage. Effective January 1, 2023, the District shall continue its current self-insured medical and vision insurance plan. Employees shall contribute six percent (6%) per month toward the total cost of health insurance premiums for health coverage for employees and eligible dependents on the base-plan (\$250 annual deductible per individual) option. The Employer shall pay the balance of the premium and 50% of the deductible used by the employee and eligible dependents who are enrolled in the plan.

2024-2025 Medical Coverage. Effective January 1, 2024, the District will provide medical insurance coverage through the AWC HealthFirst 250 Plan and Regence Premier Network HDHP HSA. Employees shall contribute six percent (6%) per month toward the total cost of health insurance premiums for health coverage for employees and eligible

dependents on the base-plan (\$250 annual deductible per individual) option. The Employer shall pay the balance of the premium and 50% of the deductible used by the employee and eligible dependents who are enrolled in the plan.

Employees shall contribute zero percent (0%) per month toward the cost of the high deductible health plan with health savings account (HDHP/HSA) plan (\$1,500 annual deductible per individual) option. In addition, the District will contribute \$1,500 per individual annual deductible (or \$3,000 per family maximum annual deductible) to an enrolled employee's health savings account (HSA) for all new enrollees effective on the day of enrollment into the HDHP/HSA option.

Effective the second anniversary of enrollment into the HDHP/HSA option, the District will contribute \$1,250 per individual (or \$2,500 per family) maximum annual deductible to an enrolled employee's HSA on their second anniversary of enrollment and will match up to an additional \$125 per individual (or \$250 per family).

Effective the third anniversary of enrollment into the HDHP/HSA option, the District will contribute \$1,000 per individual (or \$2,000 per family) maximum annual deductible to an enrolled employee's HSA on a quarterly basis and will match up to an additional \$250 per individual (or \$500 per family).

If an employee enrolls into the HDHP/HSA option and then chooses another option the following year, any future enrollment into the HDHP/HSA option will count as the anniversary equivalent to the number of years total they have been enrolled in the HDHP/HSA option. Any past enrollments in the HDHP/HSA will be credited toward the employee's anniversary equivalent regardless of the insurance carrier.

11.1.2 Payroll Premium Deductions and Benefits Commencement. All eligible employee premium contributions will be deducted on a before-tax basis through payroll deduction subject to applicable federal tax laws. Medical benefits shall commence on the 1st day of the month after the hire date subject the rules and policies of the benefit provider. Premiums paid by the Employer for regular part-time employees will be prorated based on the actual number of hours the employee is scheduled to work per week.

11.1.3 Wellness Incentive. The District will provide a wellness incentive to qualifying employees in the amount up to \$45 per month. Employees must qualify each quarter to receive the incentive. Employees qualifying for the incentive in a given quarter will receive the incentive reward the following quarter.

11.1.4 Affordable Care Act Impacts. The Employer and the Union agree that the cost of District health plan options offered to members of the bargaining unit shall not exceed any applicable federal "Cadillac Tax" limits as outlined in the Affordable Care Act. If the provisions of the Affordable Care Act at the time this agreement is ratified by both parties change in any way, the parties agree to meet and bargain the impacts.

11.1.5 Employee Advisory Committee. The Employee Advisory Committee will consider various health plan design options and related issue, as needed. At least one Union officer and the Human Resources Manager shall be appointed to the committee. The Employer and the Union agree to meet to consider and discuss any recommendations made by the committee and reserve the right to open Article 11 of the contract and bargain any impacts of proposed changes.

11.2 Vision Plan. The Employer agrees to pay all monthly premiums for full-time employees and eligible dependents for vision insurance coverage. Effective January 1, 2024, the Employer will change to a vision plan with the AWC Health Benefit Trust that is substantially equivalent to coverage under the 2023 vision plan.

11.3 Dental Plan. The Employer agrees to pay all monthly premiums for full-time employees and eligible dependents for the appropriate group dental plan.. Effective January 1, 2024, the Employer will change to a dental plan with the AWC Health Benefit Trust that is substantially equivalent to the coverage under the 2023 dental plan. Premiums paid by Employer for regular part-time employees will be prorated based upon the number of hours the employee is scheduled to work each week.

11.4 Worker's Compensation Insurance. Employees who suffer a work-related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively, or a combination of the two. Employees may take vacation, sick leave, compensatory time, or a personal holiday during a period in which they receive time-loss compensation to receive full compensation. Employees who use leave during a period in which they receive time-loss compensation will be required to use their time-loss payment to "buy back" that leave. The employee will provide written notice to the Finance Department and sign over all of their time-loss check to the Employer. Leave for a work-related injury, covered by workers' compensation will run concurrently with the FMLA if the injury qualifies as a serious health condition under the FMLA. The Employer agrees to pay for the employee portion of the Washington State Industrial Insurance premiums if the organization's Experience Modification Factor is less than 1.00. In the event the organization's Experience Modification Factor increases to 1.00 or more employees will

contribute fifty percent (50%) of the employee portion of the premiums effective on January 1 of the following year.

- 11.5 Life and Disability Insurance. The Employer agrees to pay the entire premium for a \$50,000 group term life insurance policy on each employee, with accidental death and dismemberment for an additional \$50,000. In the event that a different company is chosen, management/Union representatives will review and discuss available options to ensure that a comparable insurance plan is chosen. Additional coverage shall be at the employee's cost. In addition, Employer agrees to pay all of the premium for long term disability coverage plan which provides for a benefit amount of sixty percent (60%) of monthly income with a maximum of \$5,000 per month, based on an elimination or waiting period of one hundred and eighty (180) days and a benefit duration to age sixty-five (65), as well as a short term disability coverage plan which provides for a benefit amount of sixty percent (60%) of monthly income with a maximum of \$1200 per week based on an elimination or waiting period of twenty-nine (29) days, Such life insurance and long term disability plans, or similar coverage, shall be provided by Employer during the duration of this Agreement.
- 11.6 IRC 125 Plan – Flexible Spending Account. The Employer agrees to implement an Internal Revenue Code Section 125 Plan throughout the duration of this Agreement. Such plan will allow employees to contribute a portion of their salary up to the amount allowable under IRS regulations for the payment of medical and other allowable health care expenses, or dependent care expenses without the imposition of federal income tax on such contributions. Employee covered under the HDHP/HSA are eligible to participate in a limited health care FSA.
- 11.7 Health Reimbursement Arrangement. Bargaining unit employees are eligible to participate in the Employer's health reimbursement arrangement (HRA) program. Funding sources available to the bargaining unit group include:

Contributions in lieu of medical coverage – Available to any employee who opts out of the Employer's provided major medical/dental plans. The Employer shall save ten percent (10%) of net savings, after all penalties, of this funding option. The remaining savings will be evenly distributed amongst the participants who are opting out of the medical/dental plans. There shall be no additional costs to the Employer or any employees as a result of implementation of this funding source.

The Employer retains the right to modify or repeal the HRA Plan with ninety (90) days' notice prior to the beginning of the Plan Year.

ARTICLE 12 - EXISTING RETIREMENT AND SOCIAL SECURITY BENEFITS

- 12.1 The Employer agrees to continue providing the existing State Retirement and Social Security Programs.
- 12.2 Retirement contributions to the State Retirement shall commence from date of hire in accordance with contribution requirements.
- 12.3

The Employer agrees to match 100% of an employee's individual contribution to a 457 Deferred Compensation Plan up to four percent (4.0%) of the employee's eligible wages.

The District will decide which 457 plan providers shall be used. In the event the District wishes to change plan providers, it will meet with the Union to consult on the matter and potentially bargain any impacts of the change.

ARTICLE 13 - SENIORITY – LAYOFF

- 13.1 Definition. Seniority shall mean an employee's continuous length of service with the Employer from the most recent date of hire.
- 13.2 Probationary Seniority. An employee who has not completed the twelve (12) month probationary period, shall not accrue seniority. After successful conclusion of the probationary period, an employee's seniority shall relate back to and be calculated from their date of hire. During or at the conclusion of the probationary period, either the Employer or the employee may terminate the employment relationship without cause or notice. The discipline or the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures of this Agreement. The twelve (12) month probationary period shall apply to all employees hired after January 1, 2020.
- 13.3 Application of Seniority. Where skills, ability, experience and knowledge of relevant duties are relatively equal as determined by the Employer, seniority shall be the controlling consideration in determining transfers and promotions to positions within the bargaining unit.
- 13.4 Same Date. In the event two employees have the same date of hire, the employee with the lowest two last digits of their social security number shall be considered the more senior for seniority purposes under this labor contract.
- 13.5 Layoff. Employees may be laid off whenever a shortage of work or funds, the elimination of a position, or other good faith changes in the Employer's operations or work practices make it necessary to reduce the number of employees. If there is only one employee in a position affected by layoff, the

incumbent employee in that position will be laid off. If there are multiple incumbents in a position affected by a layoff, employees will be selected for layoff based on seniority and certifications (if applicable). An employee who is laid off will have the option at the time of layoff to receive accrued but unused vacation and may continue group insurance coverage at the employee's expense, subject to insurance plan eligibility requirements.

13.5.1 Employees selected for layoff shall have the option of bumping employees in the next lower classification provided that the bumping employee has more seniority and is qualified to perform the lower classification work.

13.6 Recall. Those employees with the longest length of continuous service in the classification affected shall be recalled first, provided they have the requisite skills, ability, experience and knowledge to perform the relevant duties required in the position, as determined by the Employer. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he/she can be contacted. When the Employer is unable to contact the employee, who is on layoff for recall, after two working days of attempt by telephone, the Union shall be so notified. If the Union is not able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee after he/she has been on continuous layoff for a period of twelve calendar months. If an employee does not return to work when recalled, the Employer will have no further obligation to recall him/her.

13.7 Posting. Notice of vacant bargaining unit positions shall be posted on a designated bulletin board or announced to employees by the Employer for at least ten (10) consecutive working days prior to filling the position. When a bargaining unit position has been posted and filled and another opening in the same job description occurs within ninety (90) days of the date of filling the position, the Employer may interview and select candidates from the existing applicant pool. The Union President or designee may have access to view the 90-day employment list in the HR office. Skills, ability, performance, experience and knowledge of relevant duties as determined by the Employer shall be the controlling consideration in filling the vacant position within the bargaining unit; where such considerations are deemed relatively equal by the Employer, then seniority shall be the determining factor.

13.7.1 When it is determined at the sole discretion of the Employer, based on the requirement of the job description, that there are qualified candidates within the bargaining unit to fill a permanent vacancy, the Employer will announce the position within the bargaining unit for a five (5) consecutive working day period. In reviewing internal bargaining unit candidates, the Employer will consider criteria including but not limited to the following items: skills, ability, performance, experience, and knowledge of relevant

duties. The Employer may choose to not consider the internal application of any candidate from within the bargaining unit who has an active corrective action report at or above the level of written reprimand in their personnel file. The Union agrees that the Employer is not obligated to interview any candidate who does not meet minimum qualifications or select any candidate from the bargaining unit to fill any permanent vacancy at any time. The District reserves the right to announce the position outside the organization after internal bargaining unit candidates have been considered whether or not they have been selected for an interview.

- 13.8 Termination of Seniority. Seniority shall terminate for the following reasons: upon discharge for just cause; resignation, including resignation from a bargaining unit position for a non-bargaining unit position with the Employer; retirement; layoff longer than two (2) years; non-work related disability leave of absence without pay longer than six (6) calendar months; work related disability leave of absence without pay longer than one (1) year; failure to return to work in accordance with a leave of absence; failure to return to work when recalled from layoff within ten (10) working days; or absence of three (3) consecutive work days without notice to the Employer. When seniority is terminated, the employee, if re-employed, shall be considered a new employee.

ARTICLE 14 - CORRECTIVE ACTION

- 14.1 Any employee who has completed their probationary period may be disciplined for just cause. Discipline shall be defined as a verbal reprimand, written reprimand, suspension without pay, discharge or disciplinary demotion. Such disciplined employees shall be entitled to apply the provisions of the grievance procedure.

The principle of progressive disciplinary action shall be applied as follows:

- 14.1.1 Verbal reprimand... a written notation will be placed in employee's personnel file.
- 14.1.2 Written reprimand.
- 14.1.3 Suspension without pay.
- 14.1.4 Discharge.

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which may include implementing a disciplinary action that is out of progressive order.

Records of verbal and written reprimands shall be removed from the employee's file after three (3) years if no further reprimand occurs. The period shall be five (5) years for reprimands related to safety violations. If any verbal or written

reprimand is removed from the file, then letters of commendation that are at least as old or older than the records removed shall also be removed.

- 14.2 Employees shall be given the opportunity to read and answer letters regarding all corrective or disciplinary actions. Copies of these notices shall be given to the employee at the time formal corrective action is taken. The employee shall sign the corrective or disciplinary action only to acknowledge receipt of the notice. The employee's signature does not necessarily signify agreement with the action that has been taken. Employees may request the presence of a Union representative during a meeting involving potential or actual discipline.
- 14.3 Appearance. Hair, beards and mustaches shall be neatly trimmed and clean and conform to published State and Federal safety standards. Clothing requirements shall conform to the requirements of the Employer and the job and any jewelry shall conform to State and Federal safety requirements.
- 14.4 The Employer and the Union agree to adopt the District's drug and alcohol policy (section 2.14 of the Personnel Policies and Procedures Manual) as it exists at the time of ratification of this agreement by both parties. If any substantial changes in state or federal law in regard to this policy occur, both parties agree to meet and bargain the impacts.
- 14.5 Notice. Failure of an employee to provide the Employer ten (10) working days prior notice of intent to terminate employment shall result in loss of accrued benefits. At the General Manager's discretion, Employer may grant the cash out of accrued leave if an employee submits a written request explaining the extraordinary circumstances that prevent them from providing the required notice.
- 14.6 Valid Driver's License. An employee who is required to have a valid state driver's license must immediately notify their supervisor if the license is restricted or revoked by the state.
 - 14.6.1 In the absence of ADA or FMLA/Washington PFML-qualifying criteria, an employee who has their driver's license suspended or revoked and a requirement of their position is to maintain a valid driver's license shall be given a total of sixty (60) calendar days to have their driving privileges restored. During this 60-day period, the employee must use any accrued vacation balance and may use any accrued compensatory time balance before transitioning to unpaid status. If after sixty (60) days the employee has not regained their driver's license, the employee may be subject to disciplinary action up to and including termination.
- 14.7 All decisions regarding discipline shall be made within a reasonable period of time, which shall be construed as ninety (90) calendar days from the date the

Employer has knowledge of the offense, unless exceptional circumstances exist as determined by the General Manager.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the following grievance procedure: If the Employer fails to timely respond to the grievance according to this Article, the Union may advance the grievance to the next step. If the Union fails to timely advance the grievance according to this Article, the grievance shall be considered waived. Time limits in the following steps may be extended by mutual written consent of the parties hereto.

Step 1. The grievance shall be presented by the employee to their immediate supervisor within ten (10) working days of its alleged occurrence. The parties shall make every effort to resolve the grievance at Step 1.

Step 2. If the grievance is not adjusted to the satisfaction of the employee within ten (10) days from the time of the meeting between the employee and immediate supervisor, then the grievance shall be presented to the department head by the Union representative in writing, within ten (10) working days from receipt of the decision of the supervisor, setting forth the detailed facts concerning the nature of the grievance, the contractual provision allegedly violated and remedy sought. The department head shall meet with the employee and Union representative within ten (10) working days of receipt of the written grievance. The department head shall send a written answer stating their position to the Union representative within five (5) working days of the Step 2 meeting.

Step 3. If the grievance is not resolved in Step 2 and the Union advances the grievance, it shall be presented in writing, within ten (10) working days from receipt of the written decision of the department head, to the General Manager who shall meet within ten (10) working days with the Union representative and employee for the purpose of resolving the grievance. The General Manager will issue a written reply to the Union representative within ten (10) working days of the meeting of the parties.

Step 4. If a grievance is not resolved in Step 3 and the Union advances the grievance the Union must submit the issue in writing to arbitration within fifteen (15) working days from receipt of the written decision of the General Manager in Step 3. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of eleven (11) arbitrators shall be requested from the American Arbitration Association. The

parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator and court reporter shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16 - CLOTHING AND DEVICES

16.1 Uniforms. The Employer shall provide uniforms and a uniform allowance in accordance with this section. All bargaining unit employees of the Maintenance and Operations Department, except for the Administrative Assistant, Administrative Clerk, shall receive and wear uniform clothing provided in the combination necessary upon their date of hire.

16.1.1.a Probationary employees of the Maintenance and Operations Department, except for the Administrative Assistant, Administrative Clerk, SCADA Technician, and Maintenance Electrician classifications, shall receive the following uniform package upon hire:

- 7 Work Pants (See 16.1.4) and/or bib overalls in any combination or 5 Work Pants and/or bib overalls in any combination and 1 insulated pair of pants.
- 1 Jacket/Vest with a District logo.
- 1 Employer approved Safety Colored Winter Jacket with District logo.
- 1 sweatshirt with a District logo (hooded or not hooded).
- 1 Pair of coveralls or shop coat with District logo.
- 1 Hat with a District logo.
- 5 Logo T-Shirts

Employee name will not be embroidered on these items.

16.1.1.b Upon Successful completion of the probationary period, employee shall receive the following additional uniform items:

- 7 Work Shirts
- 1 Sweatshirt with a District logo (hooded or not hooded)

- 2 Coveralls or shop coats

Employee may elect to embroider their name on these items. If elected, employer will pay for this embroidery cost.

Employees will receive an allowance of \$400 annually on the first pay day of the year, minus any relevant taxes and fees as required by state and federal law, to replace the items listed in the uniform package as they deem necessary at a vendor identified by the District. Employees hired in the fourth quarter of a year will not receive the allowance for the following January. Any amount spent annually above the \$400 allowance is the responsibility of the employee. AWWD logo hats and t-shirts will be replaced on an as-needed basis as determined by the employee's supervisor. Effective on January 1, 2024, the annual allowance will change from \$400 to \$450.

16.1.2 All bargaining unit employees appointed to a Maintenance Electrician or SCADA Technician classification shall receive and wear uniform clothing provided in the combination necessary upon their date of hire or appointment.

16.1.2a Probationary employees in these classifications shall receive the following uniform package upon their date of hire:

- 7 Arc-Rated (AR) Personal Protective Equipment (PPE) Work Pants (See 16.1.4) and/or bibs in any combination or 5 AR Pants and/or bibs in any combination and 1 insulated pair of AR bibs.
- 4 AR work shirts with a District logo (in any combination of styles including Henley's, twin button ups, turtlenecks, or t-shirts.)
- 1 AR coat or vest with a District logo.
- 1 AR sweatshirt with a District logo (hooded or not hooded).
- 1 Employer approved non-AR Safety Colored Winter Jacket with District logo.
- 1 Pair of non-AR coveralls with District logo. To be used to protect AR clothing i.e. truck maintenance, ditch work.
- 1 Hat with a District logo.
- 1 District issued non-AR Safety Vest with District logo

The employee name will not be embroidered on these items.

16.1.2b Upon successful completion of the probationary period, an employee shall receive the following additional items:

- 4 AR work shirts with a District logo (in any combination of styles including Henley's, twin button ups, turtlenecks, or t-shirts.)
- 1 AR sweatshirt with a District logo (hooded or not hooded).

- 1 Pair of non-AR coveralls with District logo. To be used to protect AR clothing (i.e., truck maintenance, ditch work.)

Employee may elect to embroider their name on these items. If elected, employer will pay for this embroidery cost.

These items will be replaced as needed as determined by the supervisor of the Maintenance Electrician or SCADA Technician classifications.

- 16.1.3 It will be the employee's responsibility to maintain (launder) uniforms on their own time. The District provides equipment to launder uniform clothing with isolated equipment for Arc Rated (AR) PPE.
- 16.1.4 Work pants may be dark blue, black, or dark brown in color and may be made from denim, twill, or rip stop material based on availability. Color and style of employer provided t-shirts will be selected at the discretion of management with an opportunity for input from the Union President or designee. Clothing chemically or mechanically treated in a way, which may reduce the garments serviceable life expectancy will not be allowed, i.e. "stonewashed" or bleached Jeans.
- 16.1.5 If hats are worn (including ball caps, beanies, etc), they must be District issued and include the District logo, or they must be a plain solid black or plain solid dark blue with no other visible logo.
- 16.1.6 Uniforms that are soiled by chemicals or wastewater shall be laundered onsite. If the employee chooses to launder such clothing off-site, the Employer is not responsible for adverse affects.
- 16.1.7 Rain gear (one jacket and one pant) shall be provided and replaced on an as needed basis as determined by the employee's supervisor.
- 16.1.8 Any articles lost or stolen shall be the responsibility of the employee to replace. At the District's discretion, the replacement cost for articles may be provided by the District on a case-by-case basis.
- 16.1.9 All employees who are in a position covered under 16.1 of this agreement must have a District logo visible on their shirt and outerwear (if worn) at all times while performing any work for the Employer unless otherwise covered up by required personal protective equipment or rain gear.
- 16.1.10 If an employee separates from employment for any reason before the end of their twelve-month probationary period, all clothing and equipment listed in the package outlined in this section that is provided upon the date of hire shall be turned in to the employer. All rain gear and PPE shall be returned to the Employer upon separation.

16.1.11 Employees shall come to work wearing the appropriate uniform. In the event they are not wearing their uniform employees may be sent home without pay for time worked that was missed and may be subject to disciplinary action.

16.2 Boots and Shoes. Safety boots or shoes will be provided for employee positions deemed appropriate up to \$275 one time annually for the needed replacement of old boots or shoes, or related items such as shoe laces, socks, boot grease, insoles, toe protectors, etc., as determined by the employee's supervisor, or for new employees purchasing their first pair of boots or shoes upon their date of hire. Employees hired in the fourth quarter of a year will not receive the allowance for the following January. Employees that fall under section 16.1.1 are required to utilize the Boots and Shoes voucher on footwear that rated for electrical trade use such as Electrical Hazard (EH) rated. At the Employer's discretion and for extraordinary circumstances, an employee may receive additional funds to replace boots.

Safety boots or shoes and related items purchased by the Employer are only for employees and only for the specific purpose of being worn while performing District work activities. Boots or shoes and related items can only be purchased after a voucher has been signed by the employee's supervisor. Employees may redeem vouchers at a vendor chosen by the Employer. The Employer retains the right to determine the standards that must be met for the type of boots or shoes and related items employees purchase with the voucher. Any amount over the \$275 limit for the purchase of a pair of boots or shoes and related items must be covered by the employee. Any amount under the limit shall be forfeited. Boots and shoes shall be returned upon separation of employment.

16.3 Prescription Safety Glasses. The cost of prescription safety glasses to be used at work will be provided by the Employer up to \$150 one time annually for the needed replacement of old prescription safety glasses including when a new prescription is obtained or when glasses get broken, or for new employees purchasing their first pair of safety prescription glasses. Employees will be reimbursed up to the \$150 limit after a receipt has been turned into their supervisor. Any amount over the \$150 limit for the purchase of prescription safety glasses must be covered by the employee. Any amount under the \$150 shall be forfeited.

16.4 Safety Gear. Employees shall wear safety gear as furnished by the Employer in accordance with WISHA rules and regulations. Any violations are subject to dismissal. Any safety gear furnished by the Employer must be returned upon separation of employment.

ARTICLE 17 – EDUCATION, TRAINING, AND CERTIFICATION

- 17.1 Upon prior approval of the Department Head, the Employer shall reimburse the Employee's tuition cost for successfully completing job related courses as outlined by District policy.
- 17.2 Employees shall maintain certifications required by the Employer as a condition of employment. If an employee's required certification expires, they must recertify within six months from the date of expiration. If the employee does not recertify within the six (6) month period they shall be demoted to a vacant position for which they are qualified. If no vacancy exists, they shall be laid off.
- 17.3 Meals purchased while traveling/training will be covered for employees in accordance with the District's Personnel Policies and Procedures Manual as it is written at the time of ratification of this agreement by both parties.
- 17.4 If an employee must travel to training that is assigned and approved by the Employer, they will be compensated at their regular rate of pay for the travel time, except for any commute time. Employees must receive prior approval from the Department Head to drive their own vehicle to training and if approved, will be compensated per this section.
- 17.5 As part of the normal performance appraisal process conducted by the Employer, employees will have an opportunity to discuss and provide feedback to their supervisor on career development and/or training goals. All career development and/or training goals as tracked on a performance appraisal form and must be approved by the employee's supervisor and department head. All performance appraisal forms must be signed by the employee with the condition that a signature means an understanding of the information provided but not necessarily agreement with that information. In the event that an employee disagrees with any information on a performance appraisal form they will have the opportunity to provide written comments that will be placed in their personnel file.
- 17.6 The Employer is not obligated to pay for any training that it does not specifically require or is not required in this agreement. The Employer will make decisions in regard to training costs based on the needs of the Employer and the ability to pay as provided for in the budget. The Employer will not pay for the costs of any course the employee has already taken or any credit related courses where no credit, such as CEU's, is awarded unless otherwise approved by the employee's department head.

ARTICLE 18 – EMPLOYER RIGHTS

Except as expressly limited by the other Articles of this Agreement, the Employer shall have the exclusive right to manage the District and business and direct the working forces. These rights include, but are not limited to, the right to plan, direct and control

operations, to determine the operations or services to be performed in the District or by the employees of the Employer, to establish and maintain production and quality standards, to schedule the working hours, to hire, promote, demote, and transfer, to suspend, discipline or discharge for just cause or to relieve employees because of lack of work or for other legitimate reasons, to introduce new and improved methods, materials or facilities, or to change existing methods, materials or facilities.

ARTICLE 19 – NO STRIKES OR LOCKOUTS

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, sympathy strike, slowdown or other interference with the Employer's functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The Employer shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 20 – SEVERABILITY

If any Article of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect.

ARTICLE 21 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 22 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2023 except for those provisions, if any, of the Agreement which have been assigned other effective dates herein above set forth and shall remain in full force and effect until December 31, 2025.

In Witness Whereof, the parties hereto have executed this Agreement this 14th day of August, 2023.

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL NO. 1811 -A, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL CIO**

By Roger P. Mollen

By Pauli Weller

By ~~Rex Mollen~~

By LG

By [Signature]

**ALDERWOOD WATER AND
WASTEWATER DISTRICT**

By Dean [Signature]

By Laus D. Jones

By James [Signature]

By Paul McIntyre

By Joan Bass