

**KING COUNTY WATER DISTRICT NO. 90**

**KING COUNTY, WASHINGTON**

**RESOLUTION NO. 1032**

**A RESOLUTION** of the Board of Commissioners of King County Water District No. 90, King County, Washington, adopting the Collective Bargaining Agreement between King County Water District No. 90 and Communications Workers of America, AFL-CIO, CLC District 7 effective October 1, 2017, and ending September 30, 2021.

**WHEREAS**, the District has heretofore entered into negotiations with the Communications Workers of America, AFL-CIO, CLC District 7 for a Collective Bargaining Agreement; and

**WHEREAS**, an agreement has been reached and ratified by the Communications Workers of America, AFL-CIO, CLC District 7, and recommended for acceptance by the District Manager; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of King County Water District No. 90, as follows:

**SECTION 1:** That the Collective Bargaining Agreement between King County Water District No. 90 and the Communications Workers of America AFL-CIO, CLC District 7, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby adopted in all aspects effective October 1, 2017 through September 30, 2021.

**RESOLUTION 1032**

**SUBJECT:** Adopting Collective Bargaining Agreement

**PAGE - 1**

**ADOPTED** by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular open public meeting thereof on the 3rd day of September, 2017.

 10/03/17

**Byron Murgatroyd, President**

 10/3/17

**Sam Amira, Secretary**

 10-3-17

**Dick Gidner, Commissioner**

**RESOLUTION 1032**

**SUBJECT:** Adopting Collective Bargaining Agreement

**PAGE - 2**

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**KING COUNTY WATER DISTRICT NO. 90**

**And**

**COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO, CLC DISTRICT 7**

**October 1, 2017 through September 30, 2021**



***opeiu8, AFL-CIO***

## **TABLE OF CONTENTS**

<b>ARTICLE 1. SCOPE OF AGREEMENT</b>	<b>4</b>
<b>ARTICLE 2. DEFINITIONS</b>	<b>4</b>
<b>ARTICLE 3. MANAGEMENT RIGHTS</b>	<b>5</b>
<b>ARTICLE 4. UNION REPRESENTATIVES AND ACTIVITY</b>	<b>6</b>
<b>ARTICLE 5. GRIEVANCE/ARBITRATION PROCEDURE</b>	<b>7</b>
<b>ARTICLE 6. HOURS OF WORK AND OVERTIME</b>	<b>8</b>
<b>ARTICLE 7. WAGES</b>	<b>10</b>
<b>ARTICLE 8. HOLIDAYS</b>	<b>11</b>
<b>ARTICLE 9. VACATIONS</b>	<b>11</b>
<b>ARTICLE 10. FUNERAL LEAVE</b>	<b>13</b>
<b>ARTICLE 11. JURY DUTY</b>	<b>13</b>
<b>ARTICLE 12. MILITARY LEAVES</b>	<b>14</b>
<b>ARTICLE 13. HEALTH AND WELFARE</b>	<b>14</b>
<b>ARTICLE 14. SAFETY</b>	<b>16</b>
<b>ARTICLE 15. SUBSTANCE ABUSE POLICY</b>	<b>16</b>
<b>ARTICLE 16. REPORTING PAY</b>	<b>16</b>
<b>ARTICLE 17. CALL-BACK PAY</b>	<b>16</b>
<b>ARTICLE 18. PAYDAYS</b>	<b>17</b>
<b>ARTICLE 19. NONDISCRIMINATION</b>	<b>17</b>

<b>ARTICLE 20. SENIORITY</b>	<b>17</b>
<b>ARTICLE 21. JOB VACANCIES</b>	<b>18</b>
<b>ARTICLE 22. RETIREMENT PLAN</b>	<b>18</b>
<b>ARTICLE 23. SICK LEAVE</b>	<b>18</b>
<b>ARTICLE 24. PHYSICAL EXAMINATIONS</b>	<b>20</b>
<b>ARTICLE 25. BULLETIN BOARDS</b>	<b>20</b>
<b>ARTICLE 26. SOLE AGREEMENT</b>	<b>20</b>
<b>ARTICLE 27. NO STRIKE - NO LOCKOUT</b>	<b>20</b>
<b>ARTICLE 28. OUTSIDE TRAINING</b>	<b>21</b>
<b>ARTICLE 29. TRAVEL REIMBURSEMENT</b>	<b>21</b>
<b>ARTICLE 30. STANDBY DUTY</b>	<b>21</b>
<b>ARTICLE 31. PERSONNEL FILES</b>	<b>22</b>
<b>ARTICLE 32. CLOTHING</b>	<b>23</b>
<b>ARTICLE 33. UNION LEAVE OF ABSENCE</b>	<b>23</b>
<b>ARTICLE 34. UNION MEMBERSHIP</b>	<b>23</b>
<b>ARTICLE 35. PAYROLL DEDUCTIONS</b>	<b>24</b>
<b>ARTICLE 36. STATE AND FEDERAL LAWS</b>	<b>24</b>
<b>ARTICLE 37. TERM OF AGREEMENT</b>	<b>24</b>
<b>APPENDIX - A</b>	<b>26</b>
<b>APPENDIX - B</b>	<b>28</b>

## **PREAMBLE**

THIS AGREEMENT is entered into between KING COUNTY WATER DISTRICT NO. 90 (hereinafter referred to as "Employer") and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, DISTRICT 7 (hereinafter referred to as "Union".)

In consideration of the material promises and agreements herein contained, the Employer and the Union hereby agree as follows:

## **ARTICLE 1. SCOPE OF AGREEMENT**

**Section 1.1 Union Recognition:** For the term of this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all full time and regular part-time employees of King County Water District No. 90, excluding elected officials, managers, confidential, temporary, contract or any other employees.

**Section 1.2 Coverage:** Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

## **ARTICLE 2. DEFINITIONS**

**Section 2.1 Regular, Full Time Employee:** An employee regularly scheduled to work at least forty (40) hours per week.

**Section 2.2 Regular, Part Time Employee:** An employee regularly scheduled to work less than forty (40) hours per week.

**Section 2.3 Temporary Employee:** An individual employed to work in a full or part time bargaining unit position on an intermittent or as-needed basis, or for a specific project or groups of projects, for not more than three (3) calendar months. The temporary employment status may be extended by the Employer for an additional three (3) calendar month period with the Union's concurrence.

**Section 2.4 Probationary Employee:** An employee who has not completed the probationary period or any extension thereof.

**Section 2.5 Probation Period:** The probationary period shall be the first six (6) consecutive months of employment from the most recent date of hire. During or at the conclusion of the probationary period, either the Employer or the employee may terminate the employment relationship for any reason without a prior warning or notice. The discipline or the discharge of a probationary employee shall not be subject to the grievance/arbitration procedure of this Agreement.

**Section 2.6 No Guarantees:** Nothing contained in the above definitions or in any other part of this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week or per year.

**Section 2.7 Union Business Representative:** Union Representative is defined as a steward, union officer, union board member and union staff representative.

- A. Steward is a person appointed by the local to enforce the contract at a local level. They may file grievances and resolve problems under the direction of the local president.
- B. Union Officer is The President, Executive Vice President, Secretary, Treasurer, and the Local Vice Presidents of Local 7803.
- C. Union Board Member is all the positions named in "B".
- D. Union Staff Representative is appointed from the National Union to work with locals assigned by the union district.

### **ARTICLE 3. MANAGEMENT RIGHTS**

**Section 3.1:** Employer retains the sole right to manage the affairs of the business and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- A. Determine the services to be provided, methods and schedules of work and services, the type of equipment, and the sequence of work and services.
- B. Determine the number of employees to be employed.
- C. Use independent contractors and consultants to perform work or services.
- D. Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof, provided, however, that the Employer will not subcontract or relocate work currently performed by bargaining unit employees without first giving the Union reasonable notice of its intent to do so, and an opportunity to bargain.
- E. Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees.

- F. Direct the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and determine the amount of work needed, and to lay off employees.
- G. Expand, reduce, alter, combine, transfer, assign or cease any job department, operation, or service.
- H. Control and regulate the use of machinery, facilities, equipment, and other property of the Employer.
- I. Determine the number and location of Employer's facilities.

**Section 3.2:** The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this agreement which are not inconsistent with any express provision thereof.

**Section 3.3:** The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provision of this Agreement.

#### **ARTICLE 4. UNION REPRESENTATIVES AND ACTIVITY**

**Section 4.1:** The Union shall advise the Employer in writing of the names of the authorized representatives of the Union in dealings with the Employer, and the Employer shall not be obligated to deal with any persons not so authorized.

**Section 4.2:** The Union shall have access to the premises of the Employer during regular business hours or other times approved by Management for meetings with the Employer and for the purpose of investigating specific employee complaints or grievances relating to this Agreement. The Union shall contact a member of the Management Team twenty-four (24) hours prior to and immediately upon entering the premises, and shall be accompanied by the Manager or their designated Management representative while on the premises. (Note, the "Union" in this section refers to those Union members who are not District employees.)

**Section 4.3:** The Union may establish steward procedures not inconsistent with this Agreement. A Union Steward may be released without pay for meetings with management for the purpose of investigating a specific employee complaint or grievance relating to this Agreement if requested by the employee or by management. The Steward shall notify and receive permission from his supervisor before interrupting



his assigned work, and such permission may be granted unless a work operation requires the temporary postponement of the investigation.

**Section 4.4:** Except as provided in this Article 4, the conduct of union business shall not be conducted in the Employer's work area, and union meetings shall not be conducted on the Employer's premises.

**Section 4.5:** The Employer shall maintain copies of this Agreement for employee use at the office.

## **ARTICLE 5. GRIEVANCE/ARBITRATION PROCEDURE**

**Section 5.1:** A grievance is defined as any dispute concerning the application or interpretation of this Agreement. An alleged contract violation must be presented to the Employer in the following manner:

**Step 1:** A grievance must be presented to the Employer in writing setting forth the facts giving rise to the grievance, on a prescribed form, within seven (7) calendar days after the event(s) giving rise to the grievance. Such grievance shall be discussed by the Union and the Employer and an answer will be given by the Employer in writing within seven (7) calendar days from the time of the discussion.

**Step 2:** If the grievance is not settled on the basis of the foregoing procedure, either party may submit the issue in writing to arbitration within seven (7) calendar days after receipt of the Employer's decision. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

In discharge cases, the Union must prove by a preponderance of the evidence that the Employer violated the Collective Bargaining Agreement in order to prevail.

The arbitrator's decision shall be final and binding on all parties provided the arbitrator follows this Agreement. The arbitrator shall have no authority to add to, delete from, disregard or alter any of the provisions of the Agreement. Each party shall bear one-half (1/2) of the arbitrator's fee and expenses. All other expenses shall be borne by the party incurring them.

**Section 5.2:** The time limitations set forth in this Article 5 are of the essence of this Agreement. The time limits set forth in this Article 5 may be extended only by mutual consent of the parties and confirmed in writing. If the Employer does not respond within the time frames set forth in this Agreement, the grievance will automatically proceed to the next step.

**Section 5.3:** Unless otherwise agreed to by both parties, Step 1 grievance meetings will be held outside of normal working hours.

**Section 5.4:** The Union or the Employer may initiate grievances by complying with Step 1 of this grievance procedure.

**Section 5.5:** This grievance procedure is to be the sole and exclusive remedy for alleged violations of this Agreement by the Employer, its Commissioners, officers, employees, and/or agents.

## **ARTICLE 6. HOURS OF WORK AND OVERTIME**

**Section 6.1 Purpose of Article:** The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

**Section 6.2 Workweek:** The workweek shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

**Section 6.3 Regular Workweek:** The regular workweek shall consist of forty (40) hours of work within the workweek.

**Section 6.4 Workday:** A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

**Section 6.5 Regular Workday:** A regular workday shall consist of eight (8) hours of work within a workday.

**Section 6.6 Identification of Shifts:** The first shift will commence between 6:00 a.m. and 8:00 a.m. The second shift will commence between 2:30 p.m. and 4:30 p.m. The third shift will commence between 11:00 p.m. and 1:00 a.m. The Employer retains the right to change the time periods within which shifts will commence provided that the Employer gives the Union thirty (30) days prior notice of any such change, except in the case of an emergency.

**Section 6.7 Rest and Meal Periods:** There shall be one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday.

**Section 6.8 Overtime Work:** The District will distribute overtime as uniformly as practicable among qualified employees.

- A. Preference will be given for daily overtime to the employee who has worked that day on the job involved.
- B. Other overtime will be rotated among all qualified employees until each has been offered their turn, after which rotation sequence will start anew. An employee who fails to work overtime when requested shall be charged as having worked their turn for purposes of determining the employee's next turn.
- C. If overtime is required and if enough employees do not volunteer, the Employer may require employees to work, selected by inverse order of seniority, provided employees can satisfactorily perform the work requirements.

**Section 6.9:** An employee shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time rate of pay for all hours worked in excess of forty (40) hours within a workweek or in excess of a normal workday as defined in Section 6.5.

**Section 6.10 Overtime Credit:** Only those hours which an employee does not work but for which he/she is compensated for Holidays, pursuant to Section 8.3 Vacation, pursuant to Article 9, and Sick Leave, pursuant to Section 23.1, shall be considered hours worked for the purposes of computing overtime eligibility under Section 6.9 of this Agreement.

**Section 6.11 Compensatory Time:** A compensatory time arrangement is a non-cash payment for overtime work at the rate of one and one-half (1-1/2) hours compensatory time off for every one hour of overtime worked. All compensatory time in lieu of overtime pay will be at the request of the employee, initiated by an overtime slip and a leave slip signed and submitted by the employee and subject to the approval of management in accordance with the District's then current adopted policy and procedures. Compensatory time off in lieu of overtime pay may be accrued and "banked" with the following conditions:

- A. A maximum of eighty (80) hours compensatory time can be accumulated at any one time.
- B. A maximum of eighty (80) hours compensatory time can be earned per year.
- C. An employee may begin accruing compensatory time after one (1) year of continuous service.
- D. Unused accrued compensatory time can be carried over from one year to the next.

- E. Compensatory time balances over 80 hours will be paid out at the end of the pay period.
- F. All unused accrued compensatory time will be paid to the employee at the rate earned upon their leaving the District.
- G. The Employer shall retain the right to approve or deny the scheduling of all Comp Time. Furthermore, the Employer retains the right to cancel previously approved Comp Time in the event of an emergency.

## **ARTICLE 7. WAGES**

**Section 7.1:** The wage rate for each bargaining unit employee shall be set forth in Appendix A.

**Section 7.2:** Should a new job be established by the Employer, the wage rate for such position shall be established by the Employer so that, in the Employer's opinion, it is in fair relationship to other bargaining unit positions at the Employer. If the Union contends that the wage rate for such new position has not been set in fair relationship to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining Agreement.

**Section 7.3 Rate of Pay for Temporary Transfers:** For the hours of actual work an employee whose designated job classification is listed in Appendix A is temporarily (less than sixteen (16) consecutive work hours) transferred to another job classification listed in Appendix A with a different straight-time rate of pay than the straight-time rate of pay for the employee's designated job classification, he/she shall continue to be paid the straight-time rate of pay for his designated job classification. If an employee is transferred to another job classification listed in Appendix A with a different straight-time rate of pay than the straight-time rate of pay for the employee's designated job classification for a period in excess of sixteen (16) consecutive work hours, he/she shall be paid the straight-time rate of pay for the job classification to which he/she is transferred beginning with the seventeenth (17<sup>th</sup>) hour for as long as he/she shall perform that job.

**Section 7.4 Rate of Pay for Developer Extension Inspection Services:** A Field Technician and/or Field Foreman, when approved by District Management to perform inspections and assigned by Management to perform inspection responsibilities shall be compensated at one dollar and twenty-five cents (\$1.25) per hour over his/her base rate for the period of time such work is performed.

## **ARTICLE 8. HOLIDAYS**

**Section 8.1 Holidays Recognized:** New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day and an additional floating day shall be recognized as paid holidays for eligible employees

The last regular scheduled shift commencing prior to any of the holidays set forth above shall be completed at non-holiday rates of pay. Paid holidays recognized by this Agreement shall be observed on the day established by Congress for Federal employees, where applicable. If a holiday falls on Sunday, the following Monday shall be recognized as the holiday. If a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. The additional floating holiday will be scheduled with prior approval of management.

**Section 8.2 Eligible Employees:** Each full time employee who has been an employee of the Employer for three months and who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday, or who was on vacation during that seven (7) day period, and who actually works his/her last scheduled workday before and first scheduled workday after the date observed as the holiday, or who was on vacation during that period shall be eligible for the benefits set forth in this Article.

**Section 8.3 No Work on the Holiday:** An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours' pay at their straight-time rate of pay.

**Section 8.4 Work on the Holiday:** An eligible employee who is required to work on the day observed as a holiday shall receive one and one-half (1-1/2) times his/her straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours' pay at his/her straight-time rate of pay. An employee who is required to work on the day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

**Section 8.5 Holiday During a Vacation Period:** If a recognized holiday occurs during the scheduled vacation of an eligible employee, the employee will be paid for the holiday and will not be counted against their vacation time.

## **ARTICLE 9. VACATIONS**

**Section 9.1 Eligible Employees:** After six (6) months of employment, an employee will be entitled to take forty (40) hours of vacation if the employee has accrued nine hundred (900) compensable hours (excluding overtime hours) during the preceding six (6) months. Paid vacation will be accrued based on the schedule in Section 9.2.

**Section 9.2 Vacation Allotment:** The amount of vacation to which an employee shall be entitled during any anniversary year shall be determined by the number of years of continuous service completed by the employee as of the employee's annual anniversary date in the year in which vacation is to be taken, in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Hours Accrued</u>	<u>Accrual Rate Hours</u>
1-4	80	6.667
5-10	120	10.000
11-12	144	12.000
13 +	160	13.333

An employee who accrued at least nine hundred (900) compensable hours during the immediate preceding anniversary year but who did not accrue one thousand eight hundred (1800) compensable hours during that period shall be entitled to a pro rata share of vacation in an amount to be determined in accordance with the following chart:

<u>Number of Compensable Hours</u>	<u>% Full Vacation Entitlement</u>
900	50%
1080	60%
1260	70%
1440	80%
1620	90%

Employees accruing fewer than nine hundred (900) compensable hours during the immediate preceding anniversary year will be entitled to no vacation benefits whatsoever.

**Section 9.3 Vacation Scheduling:** The Employer shall retain the final right to approve or deny the scheduling of all vacations. Furthermore, the Employer retains the right to cancel previously approved vacations in the event of an emergency.

Subject to the provisions of this Article 9 and providing that it does not interfere with the efficiency of operations, the Employer will attempt to allow an employee to take all the hours of their vacation consecutively if he or she provides sufficient advance notice of this request to the Employer.

Employees must attempt to take their full allotment of vacation each year. In the event that the operational needs of the Employer dictate that the employee cannot take his or her full vacation entitlement, he or she shall be allowed to carry over up to 100% of the vacation he or she has earned in the immediate preceding anniversary year. Any unused earned vacation hours carried over from a preceding year must be used the following year. Any unused earned vacation hours carried over that have not been used the year following the year earned, will be paid at the rate of 50%. However, any vacation started during the end of one anniversary year may continue into the

subsequent anniversary year, and such vacation will be considered as being taken for the anniversary year in which the vacation started.

An employee will be paid for vacation hours to which they are entitled but which have not been used at the time of termination of employment.

**Section 9.4 Rate of Pay:** An employee shall be compensated for vacation at the straight-time rate of pay for his/her designated job classification at the time vacation is taken. Hours for which an employee is paid pursuant to this Article 9 shall be considered hours worked for the purpose of computing overtime pay.

## **ARTICLE 10. FUNERAL LEAVE**

**Section 10.1:** The Employer shall grant up to three (3) successive workdays leave of absence with pay to an employee who suffers a death in his or her immediate family. The following limitations shall apply:

- A. In the event an employee suffers a death in his or her immediate family, said employee will be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule for up to three (3) successive workdays, exclusive of days of rest, if such paid time off is taken within four working days following the day of the death, unless otherwise approved by management. Funeral leave pay will not be granted for any day on which the employee is not scheduled to work.
- B. Members of an employee's immediate family are defined as the employee's spouse, sons, daughters, mother, father, brothers, sisters, mother-in-law, father-in-law, grandparents, step-parents and step-children.
- C. Proof of relationship and/or death may be required.

## **ARTICLE 11. JURY DUTY**

**Section 11.1:** An employee who is required to perform jury duty before any tribunal or court of the United States or of the State of Washington shall be granted a leave of absence for such duty. The employee shall present a copy of the order to report for jury duty immediately upon receipt of such order and prior to the leave of absence. If taken from work for such service, the employee shall be reimbursed for any loss of wages while actually performing such service up to forty (40) regular hours per calendar year; provided, however, the employee shall show the Employer a properly endorsed check or voucher the employee received for such service and permit the Employer to copy same. The amount the employee shall be reimbursed shall be determined by subtracting the amount received for such jury service, excluding any mileage reimbursement, from the amount the employee would have otherwise earned at the

employee's straight time hourly rate of pay for up to forty (40) regular working hours per calendar year, while performing such service.

**Section 11.2:** Day shift employees will be required to call their Manager to inquire if they need to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day they have performed jury service for more than one-half day.

## **ARTICLE 12. MILITARY LEAVES**

**Section 12.1 Extended Tours:** Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component may take a leave of absence for the length of the service. Military leaves for extended tours are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

**Section 12.2 Annual Training:** Employees who are ordered or volunteer to attend annual military training may take a leave of absence for the length of the training. Military leaves for annual training are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

## **ARTICLE 13. HEALTH AND WELFARE**

**Section 13.1 Group Insurance Benefits:** During the term of this Agreement, the Employer will sponsor basic group medical, dental, long term disability, and term life insurance programs through the Public Employees Benefits Board for eligible regular, full time employees. Eligible employees will participate in the premium costs for the Uniform Medical Plan at the following schedule through payroll deduction. The participation percentage will be calculated against the employee's base salary only.

Beginning January 1, 2018: (same as 2017)

- Employee only - 2.55%
- Employee and Spouse - 2.55%
- Employee and Children - 2.55%
- Employee and Family - 2.55%

Beginning January 1, 2019:

- Employee only - 2.80%
- Employee and Spouse - 2.80%
- Employee and Children - 2.80%
- Employee and Family - 2.80%



Beginning January 1, 2020:

- Employee only - 3.05%
- Employee and Spouse - 3.05%
- Employee and Children - 3.05%
- Employee and Family - 3.05%

Beginning January 1, 2021:

- Employee only - 3.30%
- Employee and Spouse - 3.30%
- Employee and Children - 3.30%
- Employee and Family - 3.30%

In application the dollar amount will be calculated on a per check basis as follows:  
 $(\text{Base hourly rate}) \times (\text{percentage}) \times 173.3 \text{ divided by } 2$

The Employer will pay the balance of the premium costs of covering eligible employees, their spouses and dependent(s). If an eligible employee elects health coverage from a plan other than the Uniform Medical Plan, the employee will be responsible for any additional premium above the Uniform Medical Plan. Any additional optional coverage, whether for eligible employee, their spouse or dependent(s) will be paid for by the employee via payroll deduction.

**Section 13.2 Eligibility:** Coverage shall be effective upon the date(s) specified in the insurance program(s). Eligibility requirements and actual benefits provided will be determined by the terms of the insurance program(s).

**Section 13.3 Scope of Employer Responsibility:** The Employer's responsibility under this Article 13 is limited to the payment of necessary premiums to purchase the insurance described in Section 13.1. It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 13. No dispute arising under or relating to this Article 13 shall be subject to the grievance procedures set forth in Article 5 of this Agreement, except an allegation that the Employer has failed to pay its portion of premiums required to purchase the insurance coverage.

**Section 13.4 Change in Carrier:** The Employer will have the option during the term of this Agreement to change carriers, or to institute a self-insured program, with the same benefit levels in coverage. This option may be instituted at the sole option of the Employer without further bargaining with the Union.

## **ARTICLE 14. SAFETY**

**Section 14.1:** The Union will cooperate fully with the Employer in promoting and supporting safety and accident prevention.

**Section 14.2:** There shall be a Safety Committee which shall consist of one member appointed by the Employer and one employee elected by the employees. The purpose of said committee is to promote good safety practices, to consider safety problems which may be called to their attention, and to conduct accident investigations.

**Section 14.3:** The term of the employee-elected member shall be a maximum of one year. Should a vacancy occur on the committee, a new member shall be elected prior to the next scheduled meeting.

**Section 14.4:** Employees who are involved in an accident or receive any injury whatsoever during the course of their duties must report the incident to their Manager, or Field Foreman, as soon as possible and no later than 24 hours

## **ARTICLE 15. SUBSTANCE ABUSE POLICY**

**Section 15.1:** The Substance Abuse Policy applicable to bargaining unit employees shall be as set forth in Appendix B.

## **ARTICLE 16. REPORTING PAY**

**Section 16.1:** An employee who reports for work at the time scheduled by the Employer shall be entitled to a minimum of two (2) hours pay.

## **ARTICLE 17. CALL-BACK PAY**

**Section 17.1** After leaving the Employer's premises following completion of their regular shift, employees called back to work prior to but not contiguous with their next regularly scheduled shift, shall be entitled to a minimum of two (2) hours of work and shall perform such duties as the Employer assigns.

**Section 17.2:** In an emergency an employee may be required to return to work during a vacation. The employee has the option to either reschedule the balance of their vacation or to be paid for the vacation not used at straight time. In addition, the employee will be paid at the overtime rate of 1-1/2 times straight time for hours worked during the normal shift and 2-1/2 times the straight time rate for hours worked beyond the normal shift hours (overtime hours).

## **ARTICLE 18. PAYDAYS**

**Section 18.1:** Regular pay periods shall be semi-monthly. Employees using payroll direct deposit will be paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month. An itemized accounting of hours worked, wages earned, and deductions made shall be issued to each active employee with their paycheck.

## **ARTICLE 19. NONDISCRIMINATION**

**Section 19.1** The Employer and the Union agree there shall be no discrimination against any employee because of race, color, creed, religion, national origin, sex, age, marital status, the presence of physical, mental or sensory handicap (subject to occupational requirements and the ability to perform job requirements), or any basis prohibited by local, state or federal law.

## **ARTICLE 20. SENIORITY**

**Section 20.1 Application of Seniority:** Where ability, efficiency, reliability and all other things materially related to a personnel action are relatively equal, seniority will be observed in layoffs, recalls, transfers, shift changes, scheduling of overtime and promotions.

**Section 20.2 Accrual of Seniority:** Seniority shall be accrued from the date of hire or rehire for each calendar day of continuous employment including:

- A. Time lost by reason of accident and bona fide illness.
- B. Time spent on layoff status not to exceed four (4) calendar months.
- C. Time spent on jury duty, witness service or funeral leave.

**Section 20.3 Loss of Seniority:** Seniority shall be lost for the following:

- A. Resignation or voluntary quit (failure to report absence from work for three (3) consecutive scheduled work days will be considered a voluntary quit unless excused by the Employer).
- B. Retirement.
- C. Discharge.
- D. Inability of Employer to contact employee while the employee is on layoff or leave of absence because of employee's failure to keep Employer advised of a current address and phone number (if any).

- E. Absence by reason of layoff for a period of four (4) calendar months or more. (People who have been laid off for more than four (4) calendar months but less than twelve (12) calendar months will have preferential hiring rights for job openings for which they are qualified over people who have never worked for the Employer. Said person will lose all preferential hiring rights if he/she does not notify the Employer of acceptance of the job offer within three (3) work days of receipt of the mailing of said job offer by the Employer.)

## **ARTICLE 21. JOB VACANCIES**

**Section 21.1 Vacancy Posting:** The Employer shall post a notice of each regular job vacancy on the bulletin board for a minimum of two (2) workdays prior to filling the position, unless the business needs of the Employer do not permit the full period. The notice shall include the job title and shift. Employees desiring the vacant job shall place written bids in a sealed box at the designated place.

**Section 21.2 Eligibility:** No employee may bid for a vacant position more than three (3) times in one year. This requirement may be waived by the Employer.

## **ARTICLE 22. RETIREMENT PLAN**

**Section 22.1:** During the term of this Agreement, the Employer shall continue to participate in and make its contributions on behalf of eligible employees to the Washington State Public Employees' Retirement System. Covered employees shall continue to make their own contributions to this Retirement System as provided by the current state laws or regulations.

## **ARTICLE 23. SICK LEAVE**

**Section 23.1:** All regular, full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees shall earn sick leave benefits as follows:

Number of hours worked	Sick Leave Earned
20 hours	4 hours per month
25 hours	5 hours per month
30 hours	6 hours per month
35 hours	7 hours per month

Temporary employees do not earn sick leave benefits. Employees do not earn sick leave benefits during a leave without pay.

Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Employees may accumulate up to and including five hundred (500) hours of sick leave benefits. Such benefits may

be carried over into successive calendar years so long as the employee remains employed by the Employer.

Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the employee would have earned had he or she worked the regularly-scheduled work day.

Sick leave benefits may be used by eligible employees for any absence due to personal injury, illness, or temporary disability which keeps the employee from performing the employee's regular duties, or absences caused by a child of the employee with a health condition that requires treatment or supervision. With one week written notice to the Employer, sick leave may also be used for routine medical and dental appointments.

Sick leave benefits may not be used for any absences when the employee is entitled to receive compensation benefits under the Worker's Compensation Act. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth.

Payment of sick leave benefits is further conditioned upon the employee notifying their Manager, or Field Foreman, of the employee's absence prior to the scheduled work period or no later than one hour into the work period-except where medical emergency precludes notice. Failure to give the required notice may result in no payment of sick leave benefits for such absence.

If the employee has been on sick leave for a period of longer than three (3) days, the employee shall be required to provide certification of illness or a written release to return to work from a qualified health care provider whenever requested by a member of the Management Team. The Employer may require any employee returning after a prolonged absence to be examined by a qualified health care provider of the Employer's choice, at Employer's expense.

Any employee found to have abused sick leave by falsification or misrepresentation shall be subject to disciplinary action, up to and including discharge.

Employees must cash out sick leave to their VEBA account as follows:

Upon voluntary separation from employment employees with a balance of 200 hours of sick leave will be paid seventy five percent (75%) of all accrued by unused sick leave, payable to the employees VEBA account.

During the month of their anniversary of employment employees may must cash out any sick leave earned but unused over the amount of three hundred and fifty (350) hours at a cash value of fifty percent (50%), payable to the employees VEBA account.

## **ARTICLE 24. PHYSICAL EXAMINATIONS**

**Section 24.1:** The Employer may require that candidates for an open position undergo a physical examination prior to initial employment or promotion in order to determine current fitness and ability to do the job and satisfaction of minimum standards. The Employer may require employees returning from any extended absence due to illness or injury to be examined by a physician in order to determine current fitness and ability to do the job.

## **ARTICLE 25. BULLETIN BOARDS**

**Section 25.1:** A bulletin board in the Employer's shop shall be designated by the Employer for the use of the Union and bargaining unit.

## **ARTICLE 26. SOLE AGREEMENT**

**Section 26.1:** This written Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto. This Agreement specifically supersedes all prior commitments or practices between the Employer and the Union or its employees, except insofar as such prior commitments or practices are expressly and specifically adopted in this Agreement, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

**Section 26.2:** 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 written Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively 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. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **ARTICLE 27. NO STRIKE - NO LOCKOUT**

**Section 27.1 No Strike - No Lockout:** It is the intention of the parties to settle disputes by the grievance/arbitration procedure provided herein. Therefore, during the term of this Agreement the Employer will not lock out its employees, and neither the employees nor the Union's agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any strike, including a sympathy strike, picketing, walkout, slowdown or other interference with the operations of the Employer.

## **ARTICLE 28. OUTSIDE TRAINING**

**Section 28.1:** If the Employer requests or requires an employee to attend an outside training program during regular working hours, the employee shall be paid his/her regular salary, and the Employer shall pay the tuition and any related course fees. The Employer will also pay reasonable lodging expenses when pre-approved by District Management. When private transportation is used the employee will be reimbursed for actual mileage at the current IRS allowable rate.

When the training is conducted at times other than normal working hours, the employee will be excused from work for the time spent in class. If the employee is required to work in addition to the time spent at training, the employee will be paid at 1-1/2 times straight time wages for the additional hours in excess of eight (8) hours or optional compensatory time may be taken.

## **ARTICLE 29. TRAVEL REIMBURSEMENT**

**Section 29.1 Travel Reimbursement:** Employees directed to use their personal vehicles for the Employer's business will be reimbursed for their mileage at the existing IRS Allowable rate per mile. Parking expenses, tolls or ferry expenses incurred while conducting the Employer's business shall be reimbursed.

**Section 29.2 Meals and Lodging:** The District shall reimburse employees for reasonable and customary meal and lodging expenses while on District business, with prior District approval.

## **ARTICLE 30. STANDBY DUTY**

**Section 30.1:** An employee who is scheduled by the Employer to serve standby duty off the Employer's premises shall be compensated at the following schedule for such designated standby duty. The designated standby duty and corresponding compensation includes time required to perform standard work that does not require the employee to leave their home, such as computer checks for tank levels:

Beginning the first payroll period after October 1, 2017 Standby Duty pay will be **\$430.00** per week.

Standby Duty pay shall be increased an amount equal to the percentage increase of the Consumer Price Index (CPI) – All Urban Consumers not seasonally adjusted for Seattle-Tacoma-Bremerton, WA area for Urban Wage Earners and Clerical Workers, for the month period of September through August of each year. The percentage for all classification shall result in an increase of not less than one and half percent (1.50%) and not more than four and a half percent (4.50%).

Employees on Standby Duty on a holiday will receive an additional \$25.00 for each holiday. Holiday's as defined in Section 8.1.

Employees are not allowed to be on Standby duty when ill. Employees who call in sick or are otherwise unable to cover their Standby are required to notify their Field Foreman or Manager. The Field Foreman or Manager will assign the On-Call duty to the next person scheduled to be on-call.

If an employee is called in to work while he/she is on standby duty, he/she will receive their regular rate of pay for such work (overtime rate if the work is over 40 hours in a workweek) from the time they leave their home until they return to their home. The employee will complete the work and trip as safely and quickly as possible. Employees on standby duty will not be eligible for benefits under Article 16 (Reporting Pay) or Article 17 (Call-Back pay) of this Collective Bargaining Agreement. Employees on standby that are required to perform unscheduled work that does not require the employee to leave their home shall be compensated one half (1/2) hour pay at one and one-half (1-1/2) times their regular rate of pay.

**Section 30.2:** Standby duty shall not be considered hours worked because it is agreed that the employee is able to use this period of time effectively for his or her own purposes and the time is spent predominantly for the employee's own benefit. Therefore, standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for fringe benefits. Furthermore, standby duty pay shall not be included in overtime pay calculations.

**Section 30.3:** Forty-eight (48) hours' notice is required for scheduling of standby duty. If forty-eight (48) hours' notice is not given the employee shall be compensated at two (2) dollars per hour for such designated standby duty.

## **ARTICLE 31. PERSONNEL FILES**

**Section 31.1:** Employees may examine their personnel files by appointment with their Manager at mutually convenient times. Upon request of the employee, the Employer shall determine if there is any irrelevant or erroneous information in the personnel file, and shall remove all such information from the file. If an employee does not agree with the Employer's determination, the employee may at his or her request have placed in the employee's personnel file a statement containing the employee's rebuttal, correction or can be subject to grievance procedure. Nothing in this Article prevents the Employer from removing information more frequently. This Article does not apply to the records of an employee relating to the investigation of a possible criminal offense or to information or records compiled in preparation for an impending lawsuit which would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts of Washington. All employees, including those on a medical leave of absence, must keep the Employer informed of their current home address and telephone number.



## **ARTICLE 32. CLOTHING**

**Section 32.1:** During the term of this Agreement, the Employer will supply foul weather gear, gloves, rubber boots, and safety glasses. In addition to the above stated items, each field employee shall on a calendar year basis have a clothing allowance of \$750 each year which cover clothing and boots. This amount will be increased each year by the same COLA used for wage increases under this Agreement.

Jackets will be provided on an as needed basis.

Embroidery of names and/or Water District 90 will be included on all jackets or shirts. Pants must have District identification on the inside. It will be the responsibility of the employees to maintain and clean the above items as appropriate, unless otherwise negotiated by management.

## **ARTICLE 33. UNION LEAVE OF ABSENCE**

**Section 33.1:** Any one employee designated by the Union will be granted the necessary time off without pay to carry out the business of the Union. The dates of said leave will be mutually agreed upon and will not total more than five (5) days total per calendar year for all bargaining unit employees taken in the aggregate. The Union will give the Employer as much advance notice of the proposed leave as possible, but in no event fewer than seven (7) calendar days. Such time shall be considered as time worked for the purpose of determining seniority and wage increases.

## **ARTICLE 34. UNION MEMBERSHIP**

**Section 34.1 Union Membership:** Except as otherwise provided, each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit. This provision shall apply in states which permit it under law.

The requirement of retaining membership in good standing is met by the tendering of dues or a fair share representation fee on a timely basis, or paying an amount equivalent to dues to a nonreligious charity pursuant to RCW 41.56.122.

## **ARTICLE 35. PAYROLL DEDUCTIONS**

**Section 35.1 Payroll Deductions:** Upon presentation of a voluntarily submitted, individually signed CWA dues deduction authorization form, the Employer agrees to deduct from the paycheck of each employee the initiation fee, monthly dues or fair share representation fee that has been certified to the Employer by the Union's Secretary/Treasurer. The amounts deducted will be transmitted to the Union by check payable to its order on or before the fifteenth (15th) of each month. Upon issuance and transmittal of this check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues or fee will indemnify and hold the Employer harmless from all claims or forms of liability that may arise against the Employer on account of any deduction made for purposes of this section from the wage of an employee. The deduction of Union dues or fee may be terminated by an employee on written notice to the Employer and the Union.

## **ARTICLE 36. STATE AND FEDERAL LAWS**

**Section 36.1 State and Federal Laws:** This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision become unlawful by virtue of the declaration of any court of competent jurisdiction or passage of legislation, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid or affected by the legislation shall remain in full force and effect for the life of the Agreement. If any provision is held or rendered invalid, the parties hereto shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement provision.

## **ARTICLE 37. TERM OF AGREEMENT**

**Section 37.1:** This Agreement shall be in effect from the signing thereof, and shall continue in full force and effect through and including September 30, 2021. Should either party desire to modify or terminate this Agreement on September 30, 2021 it shall serve written notice on the other party at least sixty (60) days prior to that date. In the event of an inadvertent failure by either party to give the other party the requisite notice, such party may give written notice at any time prior to the appropriate termination date of this Agreement. If notice is given in accordance with the provisions of this Section, the Agreement's expiration date shall be the sixtieth (60th) day following such notice. The parties specifically acknowledge and agree that no one of the provisions of this Agreement shall be covered by Revised Code of Washington 41.56.123(1), as hereafter modified or amended.

**Section 37.2:** Notwithstanding the provision of Section 37.1 of this Agreement, the Employer and the Union may reopen Article 13, only, of this Agreement for the purpose of negotiating Health and Welfare coverage and costs in the event that state or federal health care legislation becomes effective which impacts the Employer's ability to provide the coverage set forth in Article 13 of this Agreement, or the costs of providing such

coverage. This Agreement will be reopened for such purpose only if the Employer or the Union actually delivers to the other, not later than sixty (60) days after such legislation becomes effective, written notice of intent to reopen and a written proposal of health and welfare coverage, and the costs associated therewith, it desires. Failing receipt by the Employer or the Union, by the date specified herein, of such written notice to reopen the health and welfare proposal, this Agreement shall continue in full force and effect through September 30, 2021, and the Health and Welfare coverage set forth in Article 13 shall continue in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto being duly authorized to execute same have entered into this Agreement effective the first (1<sup>st</sup>) day of October 2017

KING COUNTY WATER DISTRICT  
NO. 90

Dick Gidner 10-2-17  
Dick Gidner, Commissioner  
Local 7803

Byron Murgatroyd 10/03/17  
Byron Murgatroyd, Commissioner

Sam Amira 10/3/17  
Sam Amira, Commissioner

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, CLC DISTRICT 7

Karl Stewart  
Karl Stewart Executive Vice - President CWA  
Local 7803

Jennifer Garnica 9/29/17  
Jennifer Garnica, Union Steward Local 7803

Gus Flather  
Gus Flather, Union Steward Local 7803

## APPENDIX - A

## Wage Schedule

THIS APPENDIX is supplemental to the Agreement by and between KING COUNTY WATER DISTRICT 90, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA.

**A.1** - Effective upon the first day of the payroll period beginning after October 1, 2017, the job classifications and the hourly rates of pay for each classification covered by this Agreement for current employees shall be as follows:

**A.2** - Effective the first day of the first payroll period beginning after October 1, 2017, the job classifications and hourly rates of pay for each classification covered by this Agreement shall be as follows for those hired by the District after October 1, 2017.

	Accounting <u>Clerk I</u>	Accounting <u>Clerk II</u>	Accounting <u>Lead</u>	Facilities <u>Maintenance</u>
Start	\$20.29	\$25.14	\$26.76	\$18.14
12 months	\$21.60	\$26.62	\$28.32	\$18.73
24 months	\$22.98	\$28.17	\$29.97	\$19.34
36 months	\$24.45	\$29.83	\$31.73	\$19.97
48 months	\$26.03	\$31.56	\$33.60	\$20.97
60 months	\$27.67	\$33.41	\$35.56	\$22.02

  

	Meter <u>Reader</u>	Field <u>Technician I</u>	Field <u>Technician II</u>	Field <u>Foreman</u>
Start	\$23.74	\$24.93	\$28.32	\$32.67
12 months	\$25.12	\$26.49	\$30.09	\$34.50
24 months	\$26.55	\$28.17	\$31.96	\$36.43
36 months	\$28.09	\$29.96	\$33.98	\$38.45
48 months	\$29.27	\$31.84	\$36.12	\$40.59
60 months	\$31.39	\$33.85	\$38.39	\$42.89

**A.3** – Effective the first day of the first payroll period beginning after October 1, 2018, rates of pay for all union positions shall be increased an amount equal to the percentage increase of the Consumer Price Index (CPI) – All Urban Consumers not seasonally adjusted for Seattle-Tacoma-Bremerton, WA area for Urban Wage Earners and Clerical Workers, for the month period of September 2017 through August 2018. The percentage for all classification shall result in an increase of not less than one and one half percent (1.50%) and not more than four and one half percent (4.50%).

**A.4** – Effective the first day of the first payroll period beginning after October 1, 2019, rates of pay for all union positions shall be increased an amount equal to the percentage increase of the Consumer Price Index (CPI) – All Urban Consumers not seasonally adjusted for Seattle-Tacoma-Bremerton, WA area for Urban Wage Earners and Clerical Workers, for the month period of September 2018 through August 2019. The percentage for all classification shall result in an increase of not less than one and one half percent (1.50%) and not more than four and one half percent (4.50%).

**A.5** – Effective the first day of the first payroll period beginning after October 1, 2020, rates of pay for all union positions shall be increased an amount equal to the percentage increase of the Consumer Price Index (CPI) – All Urban Consumers not seasonally adjusted for Seattle-Tacoma-Bremerton, WA area for Urban Wage Earners and Clerical Workers, for the month period of September 2019 through August 2020. The percentage for all classification shall result in an increase of not less than one and one half percent (1.50%) and not more than four and one half percent (4.50%).

## APPENDIX - B

### AGREEMENT ON ALCOHOL AND DRUG TESTING

#### INTRODUCTION

This Agreement deals with the testing component of the Employer's alcohol/drug Policy. Alcoholism and substance addiction is a disease which is treatable and will be given the same consideration as any other illnesses, with the initial emphasis on test results leading to rehabilitation not termination of the employee.

#### 1. WORK RULES

A. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

1. Use, possess, dispense or receive alcohol, intoxicants or controlled substances (drugs) on Employer premises or while engaged in Employer business.
2. Report to work with any measurable amount of a controlled substance, intoxicant or illegal drug in their system.

a. The levels at which samples shall be called positive are as follows:

Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml
Alcohol	.04%

B. Medication prescribed by a physician is an exception when the physician prescribing medication has released the individual to work while taking the prescribed medication. Abuse of prescribed drugs is a violation of this agreement.

C. Employees who violate the above work rules shall be subject to an appropriate discipline up to and including discharge. However, it is the primary intent for most infractions to encourage and assist employees in treatment and rehabilitation through the employee assistance program, as is outlined in the remainder of this document.

## II. EMPLOYEE ASSISTANCE PROGRAMS (EAP)

- A. Addiction of alcohol and drugs is recognized as an illness that can be abated through treatment and rehabilitation. Employees are encouraged to use the services that are available through the employee assistance program.
  - 1. The current EAP will remain in effect. Changes will not be made in the EAP without prior agreement with the Union.
  - 2. Medical care expenses are covered as provided by the Health and Welfare Plan.
  - 3. Counseling information is available by contacting EAP directly.
  - 4. Leaves of absence will be made available for treatment and counseling.
- B. Employees who voluntarily seek help through the employee assistance program will not have their job security and promotional opportunities jeopardized by such self-identification. All requests for assistance, results of treatment and counseling shall be strictly confidential.

## III. TESTING POLICY

- A. An employee whose behavioral conduct indicates that he/she is not in a physical condition that would permit the employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body.
  - 1. The Employer must have reasonable grounds to believe that the employee is under the influence of or impaired by alcohol or drugs. Reasonable grounds included abnormal coordination, appearance, behavior, speech or odor.
  - 2. The employee will be provided with an opportunity to explain his/her conduct. The Employer will explain the employee's right to have a union representative present if requested.
- B. Failure to submit to a test required on one of the above bases will be grounds for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with Article 5 of the Collective Bargaining Agreement. An employee may forego the test if the employee voluntarily consents to obtaining assistance through the employee assistance program and immediately enters into a written referral agreement.

- C. The Employer shall initially select reputable facilities for base testing and confirmatory testing at Employer expense. The facility for confirmatory testing must meet all standards set by Federal Health Agencies for laboratory performance and they must employ certified Medical Technologists and Technicians. The Union will be provided with the testing facilities' names, addresses and credentials if requested. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The Union also retains the right to request a change in test procedure or test facility when a reasonable and superior alternative to either is available.
- D. Employee representatives and/or the employee will have the opportunity to review the testing procedures.
- E. All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.
- F. The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility must meet all standards set by Federal Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying their Manager in writing within two (2) calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated Employer representative and, if authorized in writing by the employee, to a designated Union representative or a designated legal representative.
- G. None of the testing procedures are intended to be in violation of the law, and if they are, they shall be eliminated without interfering with other parts of this agreement.
- H. All employees required to take a test will be placed on an unpaid leave of absence pending the receipt of the test results. Employees who test negative will be paid for time lost from work.

#### IV REFERRAL AGREEMENT

- A. It is the intent of the Employer and the Union to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results. Therefore, an employee who voluntarily enters the EAP in lieu of a required test or has a positive result on a test will have disciplinary action withheld pending verified satisfactory completion of the referral agreement requirements (as verified by the state approved facility counselor).