

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
Sarah Melancon, Human Resources Director
DATE: February 12, 2024
SUBJECT: **AGREEMENT and SUBSCRIPTION AGREEMENT** re: Collective Bargaining Agreement and Trust Participation for Jefferson County Public Works Department Employees; January 1, 2024 through December 31, 2026; Teamsters Local No 589 and Teamsters Welfare Trust

STATEMENT OF ISSUE:

The Teamster's Collective Bargaining Agreement covering Jefferson County Public Works Department expired December 31, 2023. A new Agreement was negotiated with the Teamster's. In addition to the Collective Bargaining Agreement, a subscription agreement is included for employees to participate in the Washington Teamsters Welfare Trust in order to receive health care benefits.

ANALYSIS:

As a result of negotiations with the Teamsters Union, the attached agreement was ratified on January 24, 2024 by employees represented by Teamsters Local No 589.

FISCAL IMPACT:

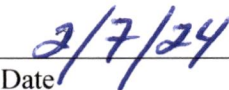
- 12% general wage increase over three years, with a new step 8 added on January 1, 2026.
- Wage scale changing from a 10 Step to a 7 Step system.
- Increase in increments between steps adjusted from 2.5% to 3.0%.
- Classification system change in Roads Maintenance and Solid Waste Divisions, creating Solid Waste Technician career ladder and Road Maintenance Technician career ladder.
- Effective January 1, 2024, all employees move from Sick and Vacation to Personal Time Off (PTO).
- Two additional PTO floater days are provided each year effective January 1, 2024.
- Longevity pay: Employees shall receive the following annual longevity pay for completing the following years of service:
 - 30 years of employment \$2,600
 - 35 years of employment \$3,000
 - 40 years of employment \$3,400
 - 45 years of employment \$3,800
- Change in Call Back pay from guaranteed two hours and hours worked to guaranteed two hours plus hours worked.
- Merit pay increase of one step, upon supervisor and department director approval.

RECOMMENDATION:

Approve and sign the Collective Bargaining Agreement and the Subscription Agreement.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Teamsters Local No 589 and Teamsters Welfare Trust Subscription Contract No: Teamster 589

Contract For: Collective Bargaining for JC Public Works Term: 01-01-24 through 12-31-26

COUNTY DEPARTMENT: Human Resource

Contact Person: Sarah Melanson

Contact Phone: 133

Contact email: Sarah E. Melancon <SEMelancon@co.jefferson.wa.us>

AMOUNT: increases to wages

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

☐
☐
☐
☐
☐
☐
☒

Exempt from Bid Process

Cooperative Purchase

Competitive Sealed Bid

Small Works Roster

Vendor List Bid

RFP or RFQ

Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/6/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/7/2024.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

A G R E E M E N T

**By and Between
JEFFERSON COUNTY
PUBLIC WORKS DEPARTMENT
and
TEAMSTERS LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective: January 1, 2024
To: December 31, 2026



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JEFFERSON COUNTY PUBLIC WORKS DEPARTMENT

January 1, 2024, through December 31, 2026

PREAMBLE

It is hereby agreed between JEFFERSON COUNTY, the Employer and TEAMSTERS LOCAL #589, the Union that the employment of all PUBLIC WORKS DEPARTMENT employees working in the Road Division, Solid Waste Division, Engineering Division, Administrative Division, Parks Division positions listed in Appendix A, and Mechanics in the Equipment Rental Division as shown in Appendix A shall be governed by the following conditions. Employees of the Public Works Department working in classifications not listed in Appendix A are exempt from this Agreement. It is also understood and agreed that the County possesses the sole right to operate the Public Works Department in order to properly carry out the functions of County government and that all management rights rest with the County except as may be specifically restricted by this document.

The fundamental purpose of public employment is to provide the highest level of services to the citizens of Jefferson County and this principle is the overarching guidance in administering the agreement.

ARTICLE 1 – RECOGNITION :

- 1.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members shall remain members in good standing. It shall also be a condition of employment that all employees covered by this agreement hired on or after its effective date shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union. PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union. The Employer shall furnish written proof to the Union that such payment has been made. If the Employer and the Union do not reach an agreement on the choice of the non-religious charity to which the Union dues and initiation fee are to be paid the Washington State Department of Labor and Industries shall designate the charitable organization. PROVIDED FURTHER, the Employer may hire extra help as needed and such employees shall not be required to join the Union, pay dues or pay any amount in lieu of dues with notification and approval of the Union and further these employees shall not be covered by any provision of this Agreement and shall receive no benefit of this Agreement.
- 1.2 Temporary employees replacing a regular employee may perform bargaining unit work and shall be subject to Section 1.1 above following six (6) consecutive calendar months of service. Temporary employees work a full-time schedule and replace employees who are absent due to long-term illness, injury or bona fide leave of absence of two (2) weeks or longer. Temporary employees replacing an absent bargaining unit employee may not be used to supplant historic full time jobs.
- 1.3 Regular part-time employees (not seasonal, casual labor, extra hire, 90 day temporary, extra help, or Clerk Hire) may perform bargaining unit work, shall be subject to Section 1.1 above, and shall accrue seniority on a pro-rata annual basis.

- 1.3.1 Any employee filling a budgeted position of over 1,820 hours in any year is considered a full time employee and shall be provided the benefits set out in Articles 12, 13, 16 and 17.
- 1.3.2 All benefits conferred by this contract shall be pro rata on the basis of hours worked to the part-time employee in relation to 2,080 provided.
- 1.3.3 Regular part-time employees are eligible to be promoted to a regular full time position without having to go through a public hiring process when a full time position for which they are qualified occurs provided: 1) that they went through a public hiring process for the regular part-time position they currently hold, 2) that they have advised their supervisor of their interest in the position, and 3) management offers the position to the employee. Management reserves the right to determine if an employee is qualified to be promoted or if the position will be advertised to the public. Section A.2.1 shall apply to regular part time employees. The parties agree that part time employees will not be used to supplant historic full time jobs.
- 1.4. Seasonal, casual labor, extra hire, 90-day temporary, extra help, or Clerk Hire are employees who are employed to meet the short term needs of the Department, are seasonal in nature, and are scheduled for sixty-nine (69) hours or less per month. Fringe benefits shall not be available to employees in this type of position, and they shall not be bargaining unit members. Employees in such positions are not eligible for internal promotion and must go through the public hiring process for any regular part-time or full-time position.
 - 1.4.1 The Employer shall not "chain" Section 1.4 employees such that two (2) or more Section 1.4 employees constitute a regular full-time position.
- 1.5 The Employer hereby reserves the right, subject to the exclusive discretion of the Employer, to discharge any employee in its employ if the employee's work is not satisfactory. Reason for discharge shall be furnished in writing.
- 1.6 No worker shall be discharged or discriminated against for upholding Union principles; and any worker who works under the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason.
- 1.7 The Employer agrees not to enter into any agreement or contracts with its employees individually or collectively which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void, unless adopted in writing by the Local Union and Employer.
- 1.8 No employee shall be laid off due to the contracting or sub-contracting of bargaining unit work. In addition, the employee shall not suffer a reduction in pay as a direct result of the Employer's sub-contracting of unit work. In the event of a permanent closure or discontinuance of an operation or function of the Public Works Department the County will provide not less than sixty (60) days notice to the Union and will bargain with the Union the impact of the resulting layoff on any affected employees.
- 1.9 Labor Management Provisions:
 - 1.9.1 The parties agree there shall be a Labor Management Committee (LMC) to be convened upon reasonable notice of an agenda by the requesting party. The purpose of the committee

shall be free dialogue to promote issue resolution. The furtherance of that objective and pursuant to Washington State Court Rule of Evidence 408 (Wash. E.R. 408) (or its successor) no matter concerning any occurrences at a Labor Management Committee shall be used as evidence by either party in any forum for any purpose including the timeline for grievance process. Any agreements made by the committee that are to be evidentiary shall be reduced to writing and signed by the Union and the County's Representative.

- 1.9.2 Without limitation, in light of Rule 408, any matter of concern may be added to the agenda by the concerned party. Examples include:

- Operational issues
- Scheduling concepts
- Specialty position selection/disputes
- New program concepts
- Others issues as may become necessary.

- 1.9.3 The Union shall designate bargaining unit members participating in Labor Management Committee meetings. The County shall designate management members. The membership need not be equal in number.
- 1.9.4 It is understood that any matter which has been made the subject of a filed formal grievance under the terms of this labor agreement shall be excluded from consideration by the Labor Management Committee and shall be addressed through the grievance procedures of this agreement. Potential grievances may be added to the agenda by either party. It is further understood that the work of the parties under this LMC provision shall in no way add to, subtract from, alter or amend the labor agreement unless mutually agreed upon by the Union and the County in writing. There shall be no bargaining during the LMC however it may be noted that the bargaining parties may be notified that changes may be required.
- 1.9.5 Upon approval of the County, up to three (3) bargaining unit persons shall be granted time without loss of straight-time earnings to attend scheduled Labor Management Committee meetings. Bargaining unit members assigned to attend such meetings on their day(s) off shall be compensated time and one-half (1.5x) for all time spent in attendance with two (2) hours minimum assignment on a day off.

- 1.10 Union Activity During Worktime: The Union may engage employees in Union Business during non-work-time and in non-work-places while on County property. Visitations by the Union shall not interrupt the work of the Employer.

ARTICLE 2 - UNION DUES:

- 2.1 The Employer shall, according to law, for the duration of this agreement, deduct regular Union dues each month from the first paycheck of each employee who certifies in writing authorization for such deduction. Funds so deducted for employee shall be remitted by the Employer to Teamsters Local #589. The Union shall indemnify the Employer for money so deducted and remitted to the Union.

ARTICLE 3 – DEFINITIONS:

DEFINITIONS: The following terms, as used in this contract, shall have the following meaning:

ANNUAL REVIEW DATE: Established twelve (12) months from the date an employee was hired or promoted.

CALL BACK. When an employee is required and notified to return to work outside scheduled or assigned work shift.

CLASSIFICATION: A specific family of like duties and responsibilities to which an employee is assigned.

DEPARTMENT HEAD: The Director of Public Works or the Director of Central Services of the County of Jefferson.

EMPLOYEE: Any Employee of the Jefferson County Public Works Department covered by this Agreement.

GRIEVANCE: A complaint by an employee or a Union representative concerning the interpretation or application of this Agreement. A grievance may be filed when the employee believes an injustice has been done because of unfair application of a policy or an alleged violation of any term or condition of this Agreement.

IMMEDIATE SUPERVISOR: The person, who assigns, reviews or directs the work of an Employee.

LABOR RELATIONS ADMINISTRATOR – The County Administrator or designee.

REPRESENTATIVE: A person who appears on behalf of the Employee.

STAND BY. When an employee is assigned and required to be available to work or respond to job-related duties during designated off-duty hours outside their usual assigned or approved work shift.

STEP ADVANCEMENT: Advancement from one step in a wage grade to the next higher step.

TIME IN GRADE: The length of time an employee has been assigned to a specific wage grade as set out on the wage matrices.

WORKING DAY: A day the courthouse is open for business.

ARTICLE 4 - LAYOFFS:

- 4.1 When in the sole opinion of management, it is necessary or advisable to reduce the workforce, the Union shall be notified, and the following procedure shall be implemented. Layoff all Temporary/ Clerk Hire, Part time/seasonal, in the classifications where layoffs are contemplated prior to laying off any Regular Part time or Full time Employees. Employees shall be given at least two (2) weeks' notice of layoff.

- 4.2 The County shall select the positions or classifications to be eliminated and the effective date of the layoff. The persons occupying such position or classification will be laid off unless they have previously held satisfactory, regular employment status in a lower paid position or classification occupied by a person with less seniority in the department. In that case, the person occupying the position or classification to be eliminated shall bump down to a lower position chosen by the employee which that employee previously held within the department. A laid off employee may bump to a formerly held, equal or lower paid position which is outside the department and within the bargaining unit, provided that the employee's performance was satisfactory in that position, and provided the employee is qualified to perform all the duties of the bumped position (and possesses required licenses and certifications). In addition, the person may bump to a lower classification in the same department, related by career ladder. The person bumped shall have less seniority and shall be the person laid off, subject only to that person's ability to bump another. There shall be no bumping to a higher paid position.
- 4.3 For up to 395 consecutive calendar days after layoff, employees shall be informed of openings in position or classifications for which the employee is qualified, by mail to the address on file in the Human Resources Manager's Office. The employee shall keep the Human Resource Manager informed of their current address. During this 395 consecutive calendar days period, laid off employees shall be given consideration to fill openings for which the employee is qualified.
- 4.4 Seniority shall be determined based upon years of continuous service as an employee of the County. Seniority shall be lost after thirteen (13) months (395 consecutive calendar days) in layoff status.

ARTICLE 5 - SENIORITY, TRIAL PERIOD & PROMOTIONS:

- 5.1 New Employees: Each employee will establish seniority only after completing their six (6) months (one hundred and eighty two (182) consecutive days), employment. Probation may be extended up to an additional ninety (90) days by giving the employee and Union twenty (20) days notice of such intended action by the County.
- 5.1.1 Seniority according to this agreement shall consist of the most recent continuous employment with the Employer. The employees' earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary layoff.
- 5.1.2 In the event an employee works as a temporary replacement employee (Section 1.2 and 1.3) and is hired full time, all time worked in the same job classification as a temporary replacement employee shall count for meeting probation.
- 5.2 Both the Employer and the Union recognize the importance of filling each position with the most capable individual available. In promoting, the Employer will recognize skill and merit as the principal consideration in making promotions. Should two candidates have equal skill and merit in the opinion of the hiring department's Director then the seniority of the employee shall be considered.
- 5.2.1 Promoted Employees:
- Employees being promoted to a permanent higher classification shall have a minimum of

three percent (3%) pay increase over their previously held wage rate.

- Employees being promoted to a permanent higher classification shall have a 6-month (one hundred and eighty-two (182) day trial period. If the employee does not complete the trial period, said employee shall be returned to their previously held classification and Article 3 shall apply should a workforce reduction result.

ARTICLE 6 - PROGRESSIVE DISCIPLINE:

- 6.1 Disciplinary procedure will be the same as the Jefferson County Personnel Policy manual. However, it is understood that the exercise of such administration of discipline after the trial period is satisfactorily completed shall only be for just cause, as provided in the County's Personnel Policy.
- 6.2 Documentation of oral warnings shall remain in the employees personnel file, however, after a one (1) year period, provided there has been no further disciplinary action for similar cause, such documentation of an oral warning shall be deemed too old for the purpose of progressive discipline.
- 6.3 Written warnings shall remain in the employees personnel file; however, after a two (2) year period, provided there has been no further disciplinary action for similar cause, such written warning shall be deemed too old for the purpose of progressive discipline.
- 6.4 All disciplinary action shall remain in the employees personnel file indefinitely and shall only be used for progressive discipline as provided above.
- 6.5 Warnings that are deemed too old for progressive discipline are not admissible as evidence in any disciplinary grievance.
- 6.6 Any paper that reflects unfavorably on the employee and which will be put in their personnel file shall be initialed by the employee. The employees' initials are not an admission of guilt but verification that they have seen it and it is the paper that was put in the file. If the employee refuses to initial the document, management shall note such and put the document in the personnel file.

ARTICLE 7 - GRIEVANCE PROCEDURE:

7.1 OBJECTIVES:

To informally settle disagreements at the employee-supervisor wage grade; to provide an orderly procedure to handle the grievance through each level of supervision; to correct, if possible, the cause of the grievance to prevent future complaints; to promote harmonious relations among employees, their supervisors, and Departmental Administrators; to assure fair and equitable treatment of employees; to resolve grievances at the Departmental level before appeal to higher levels.

7.2 TIME LIMITS:

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee/Grievant to submit the grievance within the time

limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

7.3 **PARTIES RIGHTS AND RESTRICTIONS:**

- A. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- B. An employee may have a Union representative present at all steps of the grievance procedure.
- C. Reasonable time in processing a grievance will be allowed during regular working hours for the Shop Steward, with advanced supervisory approval.
- D. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
- E. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.
- F. Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential. Likewise, for communication with the Employer's representative.

7.4 **STEPS IN THE GRIEVANCE PROCEDURE:**

7.4.1 **Step #1:**

The employee/grievant and or their representative shall within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the employee's knowledge of the occurrence, will promptly and verbally meet to discuss the complaint with the employee/grievant's immediate non-Bargaining Unit supervisor. The supervisor will issue a written decision on the complaint and deliver such decision to the grievant and representative within twenty (20) days following the grievance meeting.

7.4.2 **Step #2:**

If the employee/grievant feels the immediate supervisor has not resolved the grievance, the employee/grievant may appeal to the Department Head. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Department Head shall hold a formal meeting with the employee/grievant and their representative, if requested, within twenty (20) working days from the date of the appeal receipt and attempt to settle the grievance. A decision shall be made, in writing, by the Department Head and delivered to the grievant and their representative within twenty (20) working days from the date of the appeal, or from the close of the formal meeting, whichever is later.

7.4.3 **Any settlement achieved** in Steps 1 or 2 shall not constitute a precedent for any future issue unless the Union and the Labor Relations Administrator shall agree to such settlement as binding on the parties in future disputes.

7.4.4 **Step #3:**

If the employee/grievant feels the Department Head has not resolved the grievance, the employee/grievant may appeal to the Jefferson County Administrator within twenty (20) working days of delivery of the Department Head's written decision. At this time, all supporting documents and evidence, including summaries of testimony, contract analyses and other factors the employee/grievant intends to rely upon to support the grievance shall be included with the appeal. The Commissioners, or their designee, shall hold a formal meeting with the employee/grievant and their representative, if requested, within twenty (20) working days from the date of the appeal receipt, and attempt to settle the grievance.

7.4.5 Board of Adjustment

If the alleged grievance is not settled within twenty (20) working days after either part refers the matter to the other party in accordance with Section 7.4.4, by mutual agreement the parties may refer the grievance to a Board of Adjustment within twenty (20) working days.

7.4.6 The Board of Adjustment ("the Board") shall be comprised of two members appointed by the Employer and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If the parties cannot agree on a fifth member, or if the grievance is not referred to the Board, then Section 7.4.7 shall apply. Should the Board decide the matter, such decision shall be final and binding on the Employer, Union and Employee/Grievant and Section 7.4.7 shall not apply to any grievance decided by the Board of Adjustment. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no record of such executive session.

7.4.7 Step #4:

Binding Arbitration: If the employee/grievant is not satisfied with the decision of the County Administrator or designee, within twenty (20) working days after delivery of the County Administrator's decision and the matter is not referred to "the Board" under Section 7.4.6 or no decision is rendered under Section 7.4.6, the Union may submit the grievance to binding arbitration. For purposes of arbitration, the parties agree to use the Federal Mediation and Conciliation Service (FMCS) to provide a list of 11 Northwest Arbitrators from which the parties will select an Arbitrator. If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the County and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement. Either party may record the proceeding as their personal record of the hearing. Upon request the recording party will make a copy of the recording available to the other party or either party may obtain a copy of any recording made by the Arbitrator.

Arbitrators are restricted: Unless the Arbitrator finds by a preponderance of the evidence the County was limited in its actions by a specific provision of this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the County's action. No Arbitrator shall substitute their judgment for that of the County's so long as the judgment of the County is not arbitrary or capricious.

The grieving party shall have the burden to prove this Agreement was violated. In the event the Arbitrator shall sustain the grievance he/she shall not rule upon an award until the parties shall have sixty (60) days to negotiate a settlement. If no settlement is achieved within that time, the

Arbitrator shall take written argument from each party and shall subsequently issue a decision upon a remedy.

ARTICLE 8 - HOURS OF WORK AND OVERTIME:

8.1 Workweek

The normal work week shall consist of five consecutive days of eight (8) hours, or four (4) consecutive days of ten (10) hours, between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Eight (8) hours shall constitute a day's work and forty (40) hours a week's work. All time worked in excess of eight (8) hours per day for those working 5/8's or ten (10) hours per day for those working 4/10's, or in excess of forty (40) hours per week shall be overtime and paid for at the rate of time and one half.

8.1.1 9/80 Schedule

a. In accordance with Chapter 11, Section 1.4.1 of the Jefferson County Personnel Administration Manual, the normal work schedule may consist of a "9/80" work schedule by which employees work 80 straight-time hours over a period of nine (9) working days, with the normal work week start/end time set as necessary to accommodate the "9/80" schedule. Each work week under the "9/80" schedule shall consist of four (4) consecutive 9-hour days and one (1) 4-hour day. The 4-hour days of two adjoining work weeks shall fall within a single calendar day immediately prior to the end of the first work week and immediately following the beginning of the second work week, respectively. All time worked in excess of nine (9) hours per day on days scheduled for nine (9) hours of work and in excess of eight (8) hours per day on days scheduled for eight (8) hours of work, or in excess of forty (40) hours per work week shall be overtime and paid for at the rate of time and one half. EXAMPLE:

WORKWEEK 1: Begins on Friday at 12:00 P.M. (noon) and ends the following Friday at 11:59 A.M.								
Fri	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Actual Hours Worked
OFF Regularly scheduled day off (begins at 12:00 P.M.)	OFF	OFF	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	4 Hours 8:00 A.M. to 12:00 P.M.	40
			30-min lunch	30-min lunch	30-min lunch	30-min lunch		
WORKWEEK 2: Begins on Friday at 12:00 P.M. (noon) and ends the following Friday at 11:59 A.M.								
Fri	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Actual Hours Worked
4 Hours 12:01 P.M. to 4:30 P.M.	OFF	OFF	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	9 Hours 8:00 A.M. to 5:30 P.M.	OFF Regularly scheduled day off (ends at 11:59 A.M.)	40
30-min lunch start of period			30-min lunch	30-min lunch	30-min lunch	30-min lunch		

b. All provisions of the Personnel Manual and Contract which give the County and Department Director the authority to set work schedules and approve or disapprove flex schedule requests shall remain in effect.

c. If a 9/80 schedule is proposed by the employee as a flex time request, and if said schedule is approved by Management, holiday pay will be at eight (8) hours with the remaining hour taken from comp-time, vacation, PTO or leave without pay. If a 9/80 schedule is assigned by Management, holiday pay will be at nine (9) hours if the holiday falls on a day when the employee would have worked a nine- (9) hour day

8.1.2 In the administration of CBA benefits such as vacation, PTO and other forms of benefits the administration shall be such that the concept of “no gain/no loss” shall apply whereby an employee will continue to be compensated as a normal FTE for the 9/80 schedule.

8.1.3 At all times the Employer may return employees working a 9/80 schedule to a schedule provided for in Article 8 of the CBA upon 30 (thirty) days’ notice or immediately in the event of emergent circumstances.

8.2 Classifications that may require any employee to attend night meetings may be adjusted with flexible scheduling with seventy-two (72) hours’ notice, or by mutual agreement. If an employee works the regularly scheduled shift on the day of the night meeting, time off must be scheduled and taken off within ten (10) working days of the meeting; otherwise the employee shall be paid for the overtime hours or granted compensatory time at the overtime rate.

8.3 **Shift Work:** Rates for shift work shall be as listed below.

8.3.1 Unless considered shift work as defined under Article 8.3.2 or except as allowed under Article 8.2 or Article 8.3.5, work assignments between the hours of 6:00 p.m. and 6:00 a.m. and on Saturday or Sunday shall be paid at time and one half (1 ½).

8.3.2 The Department shall retain the right to create and assign shift work including but not limited to shifts such as an “early shift”, “swing shift”, or “night shift”. Shift work may include assignment between the hours of 6:00 p.m. and 6:00 a.m. and work on Saturdays and/or Sundays. Shifts shall consist of five (5) consecutive days (or four (4) consecutive days if the crew is on a 4/10 schedule) or a 9/80 schedule and shall be assigned at least twenty four (24) hours in advance for the full shift period of five (5) or four (4) days, or a 9/80 schedule, to be considered shift work.

8.3.3 Shift work assigned between 6:00 p.m. and 6:00 a.m. or on a Saturday or Sunday shall be paid a shift differential of one dollar and fifty cents (\$1.50) above the regular rate for all hours of the shift.

8.3.4 Shift differential shall not be applied in conjunction with 1 ½ premium pay. Any employee eligible to receive 1 ½ premium pay under Article 8 or Article 9 shall have such premium pay calculated based upon the employee’s regular straight-time pay.

8.3.5 Regular full-time employees employed in operations open to the public six (6) or seven (7) days a week who are scheduled to work Saturday or Sunday, shall receive one dollar and fifty cents

(\$1.50) per hour premium pay for all hours worked on a Saturday or Sunday, provided this section shall not apply to any employee receiving premium pay or overtime for such Saturday or Sunday work.

- 8.4 Any Employee completing any one of the above shifts and requested to return to work shall be entitled to Call Back under Article 9. Employees shall be paid overtime after forty (40) hours as required by Federal Law.
- 8.5 Management reserves the authority to schedule employees for shift work based on any and all factors it deems relevant including but not limited to seniority, skill, availability, experience, capability, equity, etc. Employees shall not refuse shift assignments.
- 8.6 **Compensatory Time:** Compensatory time may be accumulated up to a maximum of forty (40) hours. Compensatory time to be taken by mutual agreement between the employer and the employee. The Employer will limit Comp Time use as provided by law.

ARTICLE 9 – CALL OUT/ CALL BACK TIME:

- 9.1 **CALL OUT/CALL BACK:** An employee required to report for duty after leaving work at the completion of their assigned shift shall be guaranteed two (2) hours call back time plus actual hours worked. Call Back time is paid at time and one half (1 ½) from the time called and the time the employee returns to their residence. An employee required to report for duty before their assigned shift or to remain after their assigned shift shall be paid at time and one half (1 ½) for the hours worked outside the employee's assigned shift.
- 9.2 Whenever any employee shall be required to be out at night alone by their supervisor, they are to be provided with a cell phone or radio enabling the employee to call for back-up in an emergency.

ARTICLE 10 – MISCELLANEOUS PROVISIONS:

- 10.1 Shop Supplies: Coveralls shall be supplied by the Employer for all employees working on changing of lube-oils and light maintenance on all equipment of the County, in addition to the following, tar pot distributor, driver and lever man all mechanics and including employees working at Solid Waste facilities.
 - 10.1.1 Effective in year 2022 and upon management approval and in accordance with the Public Works Protective Footwear Policy dated May 18, 2016 the County will reimburse an employee up to two-hundred dollars (\$200.00) towards the purchase of safety footwear.
 - 10.1.2 Effective beginning in the year 2022 and upon employee preapplication and approval by the Director (or designee) employees purchasing prescription safety glasses shall be reimbursed up to two-hundred dollars (\$200.00) within any twenty-four (24) calendar months.
- 10.2 Employees who possess and maintain a Class A CDL shall upon renewal of such license be reimbursed the cost of such license renewal fees. Employees who possess a Class A CDL and are required to maintain their medical certificate shall be reimbursed all cost not covered by Article 18 benefits of obtaining such DOT required physical examination.

- 10.3 Professional certifications and license reimbursements will be made pursuant to Public Works ***“Guidance and Policy Regarding Reimbursement for Professional Licenses, Memberships in Professional Organizations, Continuing Education, and Conferences”*** dated November 8, 2012 or most recent version thereof.
- 10.4 The County and Union have agreed to a CDL program set out in Appendix B attached hereto.

ARTICLE 11 - WAGES:

- 11.1 Whenever this agreement requires a wage increase, such wage increase shall be effective the first day of the month in which the adjustment occurs.
- 11.1.1 In the event the County shall incur budget reductions where the Director anticipates multiple layoffs the County shall give notice to the Union whereupon the parties shall meet and confer for the purposes of adjusting wages on a temporary or permanent basis, adjustment to the workweek or such other methods of reducing costs in an effort to retain employees rather than suffer a reduction in force. In the event the Union shall believe budget surpluses merit wage increase the Union shall give notice to the County whereupon the parties shall meet and confer for the purposes of adjusting wages on a temporary or permanent basis.
- 11.1.2 Prior to effectuating any reductions permitted in 11.1.1 above the County shall consider:
- Reduce force to include all classifications as listed in Articles 1.2, 1.3, and 1.4 of the Collective Bargaining Agreement.
 - Offer employees an opportunity to voluntarily reduce their hours of work when appropriate.
 - Other possibilities offered by the Union
 - The County shall make the final decision once it has considered the above.
- 11.2 The grade and step (wage matrix) for all positions covered in the agreement are provided in Appendix A.
- 11.2.1 Wages:
- Effective the first pay period in 2024 Steps 3, 4, and 5 will be dropped in the wage tables; steps will be renumbered beginning from Step 1 through Step 7.
 - For purposes of restructuring of the wage table all employees in Steps 3, 4, and 5 shall be placed in New Step 1 and shall have a new anniversary date of January 1 for future steps. Employees in Steps 6 through 12 will be placed in the New Step having the same wage rate as the employee currently earns.
 - Step increments will change from 2.5% to 3% between steps.
 - Upon completion of above, there shall be a general wage increase of 8% to all wages in the table.
 - Effective on January 1, 2025 the wage table shall be increased by 2%.
 - Effective on January 1, 2026, the wage table shall be increased by 2% and a new Step 8 will be added to the wage table applying the same differential as between Step 6 and 7 to Step 7 and the new Step 8.

NOTE: Final rounding by payroll result in no more than a 2¢ change from the Table amounts.

ARTICLE 12 - LONGEVITY:

12.1 Longevity Pay – Employee upon completion of the following years of employment, the Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows their anniversary date or month of employment. Employees once eligible for longevity shall be paid the lump sum amount the month following their anniversary month and should they terminate prior to their anniversary date a lump sum of the remaining earned but unpaid longevity payment shall be included in the employee's final paycheck.

- (1) Five years employment\$600.00
- (2) Ten years employment\$1,000.00
- (3) Fifteen years employment\$1,400.00
- (4) Twenty years employment\$1,800.00
- (5) Twenty-five years employment....\$2,200.00

12.2 The below Longevity schedule is effective the 1st Pay Period of January, 2024, and shall be added to the above table. Any employee receiving a better benefit shall retain same until the below will provide a better benefit.

- (6) Thirty years employment\$2,600.00
- (7) Thirty-five years employment.....\$3,000.00
- (8) Forty years employment.....\$3,400.00
- (9) Forty-five years employment\$3,800.00

12.3 The amounts in Article 12 are for an 8 hour/40 hour day/week. Lesser work days/weeks will be prorated.

ARTICLE 13 - HOLIDAYS:

13.1 The following days shall be considered holidays.

New Year's Day	January 1
Martin Luther King, Jr's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Fri. following Thanksgiving
Christmas Day	December 25th
One (1) floating holiday	

- 13.2 Employees working on a holiday shall receive time and one half (1 ½) plus the holiday pay. Holidays shall be paid at eight (8) hours. Provided, however, employees working a ten (10) or twelve (12) hour straight-time shift shall receive holiday pay based on the assigned ten (10) or twelve (12) hour straight-time shift duration to prevent a loss of straight-time pay for the holiday week.
- 13.3 Chapter 6, Section 4.4 and its subsections in the Jefferson County Personnel Administration Manual shall apply to the day for the observation of Holidays.
- 13.4 The floating holiday is to be determined by mutual agreement between the employee and the Employer, with seven (7) days advance notice.
- 13.5 Compressed and Alternate Work Week Schedules: The following shall apply to Employees who are assigned by management to work an alternate work schedule: Employees on a 4 x 10 schedule shall be paid ten (10) hours holiday pay when a holiday falls during said schedule; employees on a 9/80 work schedule shall receive either nine (9) hours holiday pay or eight (8) hours holiday pay when a holiday falls during said schedule A floating holiday taken by an employee on an assigned shift shall be administered as other Holidays as provided in §13.1.

If a 9/80 or other schedule is proposed by the employee as a flex time request, and if said schedule is approved by Management, holiday pay will be at eight (8) hours with the remaining time taken from vacation, PTO or leave without pay as per Article 8, § 8.1.1c.

ARTICLE 14 – RESERVED SECTION:

- 14.1 Effective January 1, 2024, Article 14 and all subsections shall be void and all employees shall have Personal Time Off (PTO) benefits as contained in Article 16.

ARTICLE 15 – RESERVED SECTION:

- 15.1 Effective January 1, 2024, Article 15 and all subsections shall be void and all employees shall have Personal Time Off (PTO) benefits as contained in Article 16.

ARTICLE 16 – PERSONAL TIME OFF

Effective January 1, 2024, Article 14 Sick Leave and Article 15 Vacations shall be void and all employees shall have Personal Time Off (PTO). PTO shall be implemented as outlined below:

Section 1 – Personal Time Off (PTO)

The personal leave benefit system is an alternative leave accrual system for employees to use for vacation, illness or injury, and personal business. It combines the standard paid leave accrual system (i.e. vacation, sick leave and floating holidays) into one flexible, personal time-off system. Employees will be eligible to earn and use PTO as described in this policy.

Section 2 – Purpose

The PTO system is established to provide greater flexibility to employees in managing their time off benefits and to allow greater accumulation of paid time off.

Section 3 – Affected Parties

All regular full time and part time County employees under this Agreement shall be enrolled in this personal time off benefit (PTO) system.

Section 4 – Accrual

The amount of PTO an employee receives each year increases with the length of their employment as shown in the following schedule:

Completed Months of Employment	* PTO Yearly Accrual Maximum Hours /(days)	Maximum hours earned per straight time hour of employment. (PTO is earned hourly and posted monthly.)	PTO Bank Maximum Hours/(days)
0 thru 36	168/(21)	0.0808	280/(35)
37 thru 60	192/(24)	0.0923	320/(40)
61 thru 120	216/(27)	0.1038	360/(45)
121 thru 180	240/(30)	0.1154	400/(50)
181 thru 240	264/(33)	0.1269	440/(55)
241 thru 300	264/(33)	0.1269	480/(60)
301+	264/(33)	0.1269	520/(65)

- * Calculated based on a standard scheduled work week of 40 hours, maximum 2,080 hours yearly.

Employees working less than full time will accrue PTO on a prorated basis based on hours worked.

All employees shall receive two (2) floater PTO days of 8 hours each January 1st of the calendar year. The floater PTO days must be used during the calendar year and cannot be carried over to the next year. For an employee working less than full time, amount of floater PTO will be based on FTE.

Section 5 – Procedures

5.1 - PTO Use and Minimum Increment

PTO shall be used for all authorized leave provisions pursuant to the Collective Bargaining Agreement (CBA).

5.2 - PTO Use During an Employee's Trial Period

Accrued leave may be used during the trial period with request by the Employee and approval by the Supervisor and Department Head.

5.3 - PTO Usage Request

Employees are to request their PTO time off at the first of the year and if too many employees request PTO for the same time, PTO will be established using seniority as the determining factor. PTO schedules are to be filed only in the office of the Supervisor.

5.4 PTO time is to be worked out between the Supervisor and the employee. PTO may be taken at any time during the year with the welfare of the job being the determining factor. Employees may split their PTO into as many parts as is mutually agreed upon between employee and the Public Works Director.

5.5 Employees who transfer from one department to another shall retain their original hire date for purposes of annual PTO eligibility.

5.6 Employees using PTO for an unscheduled absence must contact their supervisor no less than

one (1) hour before their scheduled start time. Should the supervisor not be available employees are to leave a detailed voice mail message including details of the inability to work and the employees schedule for the day should the supervisor need to contact the employee.

5.6.1 If an employee is using PTO for an extended, unscheduled period of time an employee may be requested to furnish proof of ability to return to work, including documentation from an attending health care provider. See also §7.

5.7 PTO Banking and Cash Out

The employee may bank and carry forward any accrued PTO up to the Maximum PTO Bank (see the schedule in the table in Section 4). Upon separation of employment for any reason, the employee will be cashed out for unused PTO not to exceed the PTO maximum pursuant to the table in Section 4, except that in the event an employee's accrued PTO balance exceeds the Maximum PTO Bank due to extenuating circumstances, an employee may submit to their Department Director a written request to be cashed out for the excess PTO, with a statement documenting the extenuating circumstances. If all or a portion of the request is recommended for approval by the Director, the request and the Director's written recommendation will then be submitted to the County Administrator for possible approval. In no event shall the PTO cash out exceed the sum of the PTO Bank Maximum plus the PTO Yearly Accrual Maximum, both as listed in the table in Section 4.

5.8 - PTO Bank

Accrued PTO shall be credited to the employee's PTO bank up to the maximum allowed. Unless the employee has requested in writing and received approval to carry over excess accrued PTO pursuant to Section 5.7, any accrued PTO which exceeds this authorized bank limit will be credited to the employee's Catastrophic Sick Leave Bank. When the employee uses accrued PTO and brings the available amount below the maximum cap pursuant to the table in Section 4, accrual to the PTO bank will begin again.

5.9 - PTO Carry Over

An employee may submit a written request to their Departmental Director for approval to carry over five (5) days of PTO in excess of the authorized bank limit, due to circumstances beyond their control or when planning a significant vacation and/or event. Employee requests to carry over more than five (5) days of PTO in excess of the authorized bank limit, must be approved by the employee's Departmental Director and submitted in writing to the County Administrator for approval. The request must be submitted in writing as early as possible to the projected vacation date and any approved carry over of PTO must be used within the first six months of the following calendar year or within the timeframe as determined by the County Administrator. Any approved carry over of PTO which is not used within the authorized time frame shall be credited to the employee's PTO Catastrophic Sick Leave Bank.

5.10 - PTO Catastrophic Sick Leave Bank

An employee's PTO Catastrophic Sick Leave Bank shall only be accessible to the employee accruing the bank, and access shall only be allowed when all other paid leave, compensatory time, sick leave, or other Employer provided financial benefits are exhausted.

1. Maximum Accrual - The maximum accrual in the PTO Catastrophic Sick Leave Bank is 960 hours (120 days).

2. County Sick Leave Bank - Days accrued in the employee's PTO Catastrophic Sick Leave Bank may be donated to the County-wide sick leave bank per Resolution 79-94.
 3. Separation from Employment: Upon separation from employment any accrual left in the employee's PTO Catastrophic Sick Leave Bank is forfeited.
- 5.11- PTO Cash Out
PTO is paid at the employee's base pay rate (computed as an hourly rate) at the time of use or cash out, consistent with Section 5.7 - PTO Banking and Cash Out, above.
- 5.12 - PTO Use During Illness or Injury or Workplace Injury
The use of PTO due to illness, injury or workplace injury shall follow the provisions of the County Personnel Administration Manual as per Section 7 of the CBA.
- 5.13 - Conversion from Standard Paid Leave Accrual System to PTO
When an employee converts to the PTO System their paid leave balances will be handled as follows:
- 5.13.1 **Unused Sick Leave:** Any sick leave an employee accrued under the standard sick leave system before enrolling in the PTO system will be banked in a separate Sick Leave account for the employee's benefit. When an employee is sick they may use their accrued PTO or their unused sick leave in their sick leave bank. Sick leave shall be used as follows:
- a. To receive sick leave, an employee must either be sick or disabled or have a scheduled health care appointment.
 - b. Upon request by the department head, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action.
 - c. Employees using sick leave or unscheduled absence caused by an inability to work must contact their supervisor no less than one (1) hour before their scheduled start time. Should the supervisor not be available employees are to leave a detailed voice mail message including details of the inability to work and the employees schedule for the day should the supervisor need to contact the employee.
 - d. Sick leave is appropriate for illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, adoption, and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence must be used for illness, injury, or disability.
 - e. Sick leave is not appropriate and will not be authorized for death in the employees' family.
 - f. The County will make the following payment for sick leave:
 1. Upon an employee's death, the employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
 2. Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of such accumulated sick leave.
 3. If employment is terminated other than by death, disability, or retirement, no portion of such accumulated sick leave shall be paid. There is no cash out if an employee resigns or leaves employment with the County.
 - g. Sick leave benefits shall apply only to bona-fide cases of sickness and accidents. An employee who is collecting Workers Compensation time loss benefits shall not receive sick

leave benefits as provided herein, provided, however, if such Workers Compensation time loss benefits are less than the amount the sick leave benefits provide herein for such period, such employee may receive sick benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided.

h. Light Duty: The Parties acknowledge their responsibilities under ADA and RCW.

i. The employee will use the Sick Leave designation on their time sheet if the time is to be taken from their sick leave bank.

5.13.2 **Unused Vacation Leave:** Any vacation leave an employee accrued under the standard system will be converted to PTO when the employee enters the PTO system.

5.14 PTO for Current Employees

Once an employee enters the PTO system the employee will not be authorized to return to the standard paid leave accrual/use system unless the PTO system is no longer offered.

5.15 PTO for New Employees

The PTO system shall be applied to all new employees hired.

Section 6 – Responsibilities

Employees under the PTO System will be responsible for managing the use of their PTO accrual to ensure that they have paid leave time available for all appropriate time off uses. Employees will need to be mindful of their PTO balance to assure that they have a balance available to cover traditional sick leave uses including their own illness/injury, medical or dental care, as well as the same uses for their dependents and eligible family members. Eligible family members include child (biological, foster, adopted or step), spouse, registered domestic partner, parent, grandparent, grandchild, and sibling.

Section 7 – Provisions of Chapter 6, Section 5.0 and 6.5 Apply

All of the provisions of the currently adopted Chapter 6, Section 5.0 and Section 6.5 of the County Personnel Administration Manual or any future version of these sections that is adopted by the County regarding the use of accrued sick leave and Family Medical Leave, shall apply to the use of PTO when it is used for illness, injury or medical reasons.

7.1 PTO Designated as Family Medical Leave (FMLA):

Employees and their Supervisors must identify and report in a timely manner the nature of the use of any PTO hours to be designated as FMLA for a qualified illness, injury, maternity leave, or other qualified use.

7.2 Time Sheets:

The designation of 202 will be used for time to be used from a PTO Bank and the designation of 242 will be used for time that is eligible to be Family Medical Leave (FMLA) on County time sheets.

7.3 An employee who is collecting Workers Compensation time loss benefits shall not receive PTO benefits as provided herein, provided, however, if such Workers Compensation time loss benefits are less than the amount the sick leave benefits provide herein for such period, such employee may receive PTO benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided herein.

Section 8 – Catastrophic Sick Leave Bank Balances

When an employee's accrued PTO hours reach the maximum allowed, further accrual will be credited to the employee's PTO Catastrophic Sick Leave Bank at the end of each year, unless carry over has been granted pursuant to Section 5.7. The Payroll Services Manager in the Auditor's Office will be responsible for oversight of the accrual, use, and tracking all individual employee PTO Catastrophic Sick Leave Bank balances.

Section 9 – Application and interpretation of this Appendix D- Personal Time Off (PTO)

Whenever there is a need to interpret Appendix D – Personal Time OFF (PTO) the policy and procedures adhered to under the Jefferson County Personnel Administration Manual shall be the determining factor.

ARTICLE 17 - HEALTH AND WELFARE:

For each employee who was compensated eighty (80) hours during the preceding month the Employer shall make contributions to the below Washington Teamster Welfare Plans as provided herein. All regular employees budgeted for 0.5 FTE or more shall be eligible for Article 17 benefits. An employee whose position is budgeted between 0.5 FTE and 0.875 FTE shall have benefits on a pro-rata basis where such employee pays the regular employee contribution and their pro-rata share of the County contribution. Should any employee “opt out” of coverage as permitted by the Trustees, the County shall nonetheless pay the County portion of the required contribution.

17.1 MEDICAL:

Effective the 10th of the month following the month of ratification based on the prior month's compensated hours the Employer shall pay into the Washington Teamsters Health and Welfare Trust for Medical Plan B for every employee covered by this agreement who was compensated for 80 hours or more in the previous month (see attached Subscription Agreement).

17.1.1 In addition to the basic Medical Plan B the following optional benefits shall be provided: 9 month disability premium waiver; Life/AD&D Plan B benefit; and Time Loss Plan A.

17.2 DENTAL:

Effective the 10th of the month following the month of ratification based on the prior month's compensated hours, the Employer shall pay into the Northwest Teamsters Dental Trust, Plan B t(see attached Subscription Agreement). The above payments shall be made to an authorized administrative office by the 10th of each month.

17.3 VISION:

Effective the 10th of the month following the month of ratification based on the prior month's compensated hours, the employer shall pay the Teamsters Vision Care Trust (see attached Subscription Agreement.)

17.4. RETIREES MEDICAL:

The unit elected to discontinue the Retirees' Medical benefits and the Union and the County agreed that the County through payroll action made an offset to the employee's 15% contribution as required in Article 18. The offset is \$59.85 per month.

ARTICLE 18 - MAINTENANCE OF BENEFITS:

18.1 The County shall be responsible for 85% of the required contribution for the benefits provided in

Sections 17.1, 17.2 and 17.3 with employees responsible for 15% of the required contribution. See also Section 17.4 above. It is agreed that all employee responsibilities under this section are “wage rate reductions” for the entire unit and not “employee contributions to medical” by employees. Provided, however, any employee who properly executes Appendix C “Notice that Employee Deduction Not Authorized” shall for the period of time that the appropriate Trust only requires the County to pay 85% of the total contribution and the Trust does not require the employee 15% to be remitted to the Trust, such employee, who has properly executed Appendix C, shall not be obligated for the 15% employee responsibility notwithstanding the County contribution of 85%. Provided further, if and only if the trust fund requested the County to pay the full 100% of the contribution rate it is then agreed that all employee responsibilities under this section are “wage rate reductions” to provide for Bargaining Unit medical coverage.

- 18.2 The Parties agree that either party may open Article 17 for the purposes of renegotiation in the event of any adverse regulation or legislation, including any form of tax imposed on health care plans, changing the existing County cost of providing benefits to the Public Works Bargaining Unit Contractual cost of retaining benefits. This section does not apply to the normal historic changes in cost associated with Plan Trustee action establishing contributions based on utilization.

ARTICLE 19 - BEREAVEMENT LEAVE:

- 19.1 Up to three (3) days leave, with pay, may be granted an employee who has a death in his or her immediate family. Any such leave must be requested by the employee and approved by the Department Head.
- 19.2 As used in this paragraph, the term immediate family is defined as follows: spouse, parent, grandparent, child, grandchild, sibling, and step-relations or in-laws of the same degree or relationships arising by adoption, fostering or domestic partnerships.
- 19.3 Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend such funeral, shall be allowed two (2) additional days with pay, for travel only.
- 19.4 Upon adoption by the County Bereavement Leave shall be governed by the County policy in effect upon adoption of this CBA.

ARTICLE 20 - TIME OFF WITHOUT PAY:

- 20.1 Employees may take leave without pay as provided in Ch. 6, Section 6.4 of the County Personnel Manual.

ARTICLE 21 - TERMINATION:

- 21.1 This Agreement shall be effective from date of adoption unless an earlier date is stated within through December 31, 2026.

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Signatures follow

SIGNED AT PORT TOWNSEND, WASHINGTON this _____, day of _____, 2024.

Jefferson County Commissioners
JEFFERSON COUNTY WASHINGTON

TEAMSTERS LOCAL 589

Kate Dean, Chair


Robert A. Driskoll, Secretary/Treasurer
Date: 2/2/24

Heidi Eisenhour, Member

Greg Brotherton, Member

Approved as to Form

ATTEST



February 7, 2024

Philip C. Hunsucker, Chief Civil Deputy
Prosecuting Attorney

Carolyn Gallaway, CMC
Clerk of the Board

APPENDIX A

A.1 Positions Not In A Career Track

The following positions in the Public Works Department are not in a Career Track.

<u>Grade</u>	<u>Position Title</u>
A1-A	Architectural Projects Planner
A1-B	Development Review Planning Project Coordinator
A1-C	Right of Way Representative
A1-D	Architectural Projects Coordinator
A1-E	Human Resources/Grants Analyst
A1-F	MRW Coordinator
A1-G	Solid Waste Coordinator
A1-H	Traffic Sign Technician
A1-I	Hadlock Shop Administrator

A.1.1 Step Advancement:

Advancement from step to step within the wage grade requires competency in the skills identified for the employee's current wage grade and a positive performance review by the employee's supervisor. Step advancements occur once every twelve (12) months, on the first of the month of the employee's Annual Review Date.

A.1.2 Wages for Positions Not In a Career Track

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.000%							
Architectural Projects Planner	A1-A	41.35	42.59	43.87	45.19	46.55	47.96	49.40
Development Review Planning Project Coordinator	A1-B	41.35	42.59	43.87	45.19	46.55	47.96	49.40
Right of Way Representative	A1-C	41.35	42.59	43.87	45.19	46.55	47.96	49.40
Architectural Projects Coordinator	A1-D	39.65	40.85	42.08	43.35	44.65	46.00	47.38
HR/Grants Analyst	A1-E	36.47	37.57	38.70	39.87	41.07	42.31	43.58
MRW Coordinator	A1-F	36.47	37.57	38.70	39.87	41.07	42.31	43.58
Solid Waste Coordinator	A1-G	36.47	37.57	38.70	39.87	41.07	42.31	43.58
Traffic Sign Technician	A1-H	31.21	32.15	33.12	34.11	35.14	36.20	37.29
Hadlock Shop Administrator	A1-I	26.57	27.37	28.20	29.06	29.93	30.84	31.77

A.1.2 Wages for Positions Not in a Career Track

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.000%							
Architectural Projects Planner	A1-A	42.18	43.45	44.75	46.10	47.49	48.92	50.39
Development Review Planning Project Coordinator	A1-B	42.18	43.45	44.75	46.10	47.49	48.92	50.39
Right of Way Representative	A1-C	42.18	43.45	44.75	46.10	47.49	48.92	50.39
Architectural Projects Coordinator	A1-D	40.45	41.67	42.93	44.22	45.55	46.92	48.33
HR/Grants Analyst	A1-E	37.20	38.33	39.48	40.67	41.90	43.16	44.46
MRW Coordinator	A1-F	37.20	38.33	39.48	40.67	41.90	43.16	44.46
Solid Waste Coordinator	A1-G	37.20	38.33	39.48	40.67	41.90	43.16	44.46
Traffic Sign Technician	A1-H	31.84	32.80	33.79	34.80	35.85	36.93	38.04
Hadlock Shop Administrator	A1-I	27.11	27.92	28.77	29.65	30.53	31.46	32.41

1/1/2026

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.000%								
Architectural Projects Planner	A1-A	43.03	44.32	45.65	47.03	48.44	49.90	51.40	52.95
Development Review Planning Project Coordinator	A1-B	43.03	44.32	45.65	47.03	48.44	49.90	51.40	52.95
Right of Way Representative	A1-C	43.03	44.32	45.65	47.03	48.44	49.90	51.40	52.95
Architectural Projects Coordinator	A1-D	41.26	42.51	43.79	45.11	46.47	47.86	49.30	50.78
Human Resources/Grants Analyst	A1-E	37.95	39.10	40.27	41.49	42.74	44.03	45.35	46.72
MRW Coordinator	A1-F	37.95	39.10	40.27	41.49	42.74	44.03	45.35	46.72
Solid Waste Coordinator	A1-G	37.95	39.10	40.27	41.49	42.74	44.03	45.35	46.72
Traffic Sign Technician	A1-H	32.48	33.46	34.47	35.50	36.57	37.67	38.81	39.98
Hadlock Shop Administrator	A1-I	27.66	28.48	29.35	30.25	31.15	32.09	33.06	34.06

A.2 CAREER TRACK POSITIONS

A.2.1 Career Track Procedures

Advancement in the any career track position is predicated on skill development, length of service, and job function competency. Positions in the “I” group are the entry positions. Specific skills and time in grade are required before an employee will be advanced to a higher wage grade.

Advancements to higher wage grade positions will be from within the organization first. The parties recognize that it is the responsibility of the Foreman or Supervisor to ensure that employees have access to and/or receive training necessary for continuous operations during employee absences and job vacancies. Only when no existing employee possesses the skills required to fill an opening and the preceding sentence has been complied with, will the Department recruit from outside.

A.2.2 Step Advancement:

Advancement from step to step within the wage grade requires competency in the skills identified for the employee’s current wage grade. For the purposes of a step advancement, an employee is not expected to have competency in skills required for career track advancement to the next wage grade. A positive performance review by the employee’s supervisor is required for step advancement. Step advancements occur once every twelve (12) months, on the first (1st) of the month of the employee’s Annual Review Date.

If performance does not meet the standard for advancement a Work Improvement Plan (WIP) will be made available to the employee. If step advancement was denied for job competence the employee WIP will include training so the employee has access to the training necessary to advance. A second evaluation will be given within one hundred-eighty (180) days of the denied step advancement.

A.2.3 Career Track Advancement:

The allocation of “IV” positions is established through the organization chart approved by the Board of County Commissioners or County Administrator.

Advancements from one wage grade within a specific career track to another (i.e., wage grade I to II, or II to III, or III to IV when an opening exists as setout above) will occur when the employee is the senior eligible employee, has completed the required time in grade, has successfully obtained the required skills, has received positive performance reviews, and a recommendation for advancement from their immediate Supervisor.

Employees not meeting the criteria (i.e., not acquiring the required skills, do not have enough time in grade, or who cannot demonstrate proficiency in the use of skills) are still eligible for the annual step increase, but not advancement to a higher wage grade.

In the event a senior qualified employee is denied advancement on the basis that they have not obtained the required skills or are denied the recommendation of their immediate supervisor may request that such employee be evaluated by another supervisor within their Division. Concurring supervisory opinions shall be final, conflicting supervisory opinions shall be subject to review by the Public Works Director and the Union for final determination. The Employer shall be the judge of employee qualification, skills and competency provided such judgment shall be made fairly.

A.2.4 Out of Class Work:

One of the purposes of the career track system is to eliminate out of class work. Each wage grade has an assigned set of job duties, requirements and performance expectations. Employees will be asked to perform the duties specific to the wage grade they are classified in and may be required to perform the duties of a higher wage grade as part training necessary for continuous operations

during employee absences and job vacancies and as part of the Employers obligation to provide access to required skills for advancement depending on the employee's individual skills and abilities or the needs of the Department. Employees may also be assigned to fill in for employees classified at a higher wage grade who may be on vacation or leave of absence.

It is recognized that certain employees may possess job skills, expertise, and/or education that exceeds the requirements of the wage grade they are assigned to or hired at, but who do not possess the time in grade necessary for advancement to the next wage grade. This acknowledgment is not the basis for reclassification or out of class work.

Consistent with the concept of career track employees at higher compensation levels are in part being compensated for their additional knowledge, skills and leadership abilities. Accordingly, except as provided in Section A.8, all employees at upper ends of the career track system are as part of their compensation expected to provide technical information, practical experience, guidance and leadership to team members at lower designations in the career track system.

A.3 Administration/Professional

There are four wage grades of Administrative positions; three wage grades of Bookkeeping positions; three wage grades of Engineering Technicians and three wage grades for Engineer positions in the Public Works Department. Individual job duties are outlined in the job descriptions for each wage grade. Section A.2 applies.

<u>Grade</u>	<u>Position Title</u>
A3-A	Administrative I
A3-B	Administrative II
A3-C	Administrative III
A3-D	Administrative Assistant
A3-E	Bookkeeper I
A3-F	Bookkeeper II
A3-G	Bookkeeper III
A3-H	Engineering Technician I
A3-I	Engineering Technician II
A3-J	Engineering Technician III
A3-K	Engineer I
A3-L	Engineer II
A3-M	Engineer III
A3-N	Engineer IV*

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.00%							
Administrative I	A3-A	20.64	21.27	21.92	22.58	23.26	23.96	24.68
Administrative II	A3-B	22.77	23.46	24.18	24.91	25.67	26.44	27.24
Administrative III	A3-C	25.10	25.86	26.64	27.44	28.27	29.12	30.00
Administrative Assistant	A3-D	26.36	27.16	27.98	28.82	29.69	30.59	31.51
Bookkeeper I	A3-E	23.52	24.23	24.96	25.72	26.50	27.30	28.12
Bookkeeper II	A3-F	26.99	27.80	28.65	29.51	30.40	31.31	32.25
Bookkeeper III	A3-G	30.49	31.41	32.36	33.33	34.34	35.37	36.44
Engineering Technician I	A3-H	26.49	27.29	28.11	28.96	29.83	30.73	31.66
Engineering Technician II	A3-I	28.30	29.15	30.03	30.94	31.86	32.83	33.82
Engineering Technician III	A3-J	30.48	31.40	32.35	33.32	34.33	35.36	36.43
Engineer I	A3-K	30.49	31.41	32.36	33.33	34.34	35.37	36.44
Engineer II	A3-L	36.82	37.93	39.08	40.26	41.47	42.72	44.00
Engineer III	A3-M	41.62	42.87	44.17	45.49	46.87	48.28	49.74
Engineer IV	A3-N	43.70	45.02	46.38	47.77	49.21	50.69	52.21

A.3.1 Wages Administration/Professional Career Tracks

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%							
Administrative I	A3-A	21.06	21.70	22.36	23.04	23.73	24.44	25.18
Administrative II	A3-B	23.23	23.93	24.67	25.41	26.19	26.97	27.79
Administrative III	A3-C	25.61	26.38	27.18	27.99	28.84	29.71	30.60
Administrative Assistant	A3-D	26.89	27.71	28.54	29.40	30.29	31.21	32.15
Bookkeeper I	A3-E	24.00	24.72	25.46	26.24	27.03	27.85	28.69
Bookkeeper II	A3-F	27.53	28.36	29.23	30.11	31.01	31.94	32.90
Bookkeeper III	A3-G	31.10	32.04	33.01	34.00	35.03	36.08	37.17
Engineering Technician I	A3-H	27.02	27.84	28.68	29.54	30.43	31.35	32.30
Engineering Technician II	A3-I	28.87	29.74	30.64	31.56	32.50	33.49	34.50
Engineering Technician III	A3-J	31.09	32.03	33.00	33.99	35.02	36.07	37.16
Engineer I	A3-K	31.10	32.04	33.01	34.00	35.03	36.08	37.17
Engineer II	A3-L	37.56	38.69	39.87	41.07	42.30	43.58	44.88
Engineer III	A3-M	42.46	43.73	45.06	46.40	47.81	49.25	50.74
Engineer IV	A3-N	44.58	45.93	47.31	48.73	50.20	51.71	53.26

1/1/2026

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%								
Administrative I	A3-A	21.49	22.14	22.81	23.51	24.21	24.93	25.69	26.47
Administrative II	A3-B	23.70	24.41	25.17	25.92	26.72	27.51	28.35	29.21
Administrative III	A3-C	26.13	26.91	27.73	28.55	29.42	30.31	31.22	32.16
Administrative Assistant	A3-D	27.43	28.27	29.12	29.99	30.90	31.84	32.80	33.79
Bookkeeper I	A3-E	24.48	25.22	25.97	26.77	27.58	28.41	29.27	30.15
Bookkeeper II	A3-F	28.09	28.93	29.82	30.72	31.64	32.58	33.56	34.57
Bookkeeper III	A3-G	31.73	32.69	33.68	34.68	35.74	36.81	37.92	39.06
Engineering Technician I	A3-H	27.57	28.40	29.26	30.14	31.04	31.98	32.95	33.94
Engineering Technician II	A3-I	29.45	30.34	31.26	32.20	33.15	34.16	35.19	36.25
Engineering Technician III	A3-J	31.72	32.68	33.66	34.67	35.73	36.80	37.91	39.05
Engineer I	A3-K	31.73	32.69	33.68	34.68	35.74	36.81	37.92	39.06
Engineer II	A3-L	38.32	39.47	40.67	41.90	43.15	44.46	45.78	47.16
Engineer III	A3-M	43.31	44.61	45.97	47.33	48.77	50.24	51.76	53.32
Engineer IV	A3-N	45.48	46.85	48.26	49.71	51.21	52.75	54.33	55.96

A.4 WAGE TABLES – Solid Waste

There are five (5) wage grades of Solid Waste positions in the Public Works Department Solid Waste Division. Individual job duties are outlined in the job descriptions for each wage grade.

<u>Grade</u>	<u>Position Title (Effective on Full Adoption)</u>		
A4-A	Scale Attendant *		
A4-B	Laborer		
A4-C	Reserved, A4-D	SW Operator I A4-E	SW Operator II
A4-F	SW Operator III		
A4-G	SW Operations Coordinator		

*The County agrees that the Union may request a reclassification for scale attendant. Upon request the County will within 90 days review the request and make adjustments as warranted.

Effective on January 1, 2024, the above will be replaced as follows: There are five (5) wage grades of Solid Waste positions in the Public Works Department Solid Waste Division. Individual job duties are outlined in the job descriptions for each wage grade:

<u>Grade</u>	<u>Position Title (Effective on 1/1/2024)</u>
A4-A	Solid Waste Technician I
A4-B	Solid Waste Technician II
A4-C	Solid Waste Technician III
A4-D	Solid Waste Technician IV
A4-E	Solid Waste Operations Coordinator

A.4.1 Wages Solid Waste Career

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.00%							
SW Technician I	A4-A	22.77	23.46	24.18	24.91	25.67	26.44	27.24
SW Technician II	A4-B	25.10	25.86	26.64	27.44	28.27	29.12	30.00
SW Technician III	A4-C	27.67	28.51	29.37	30.26	31.17	32.11	33.09
SW Technician IV	A4-D	29.04	29.91	30.82	31.75	32.71	33.69	34.71
SW Operations Coordinator	A4-E	36.23	37.32	38.44	39.60	40.79	42.02	43.28

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%							
SW Technician I	A4-A	23.23	23.93	24.67	25.41	26.19	26.97	27.79
SW Technician II	A4-B	25.61	26.38	27.18	27.99	28.84	29.71	30.60
SW Technician III	A4-C	28.23	29.09	29.96	30.87	31.80	32.76	33.76
SW Technician IV	A4-D	29.63	30.51	31.44	32.39	33.37	34.37	35.41
SW Operations Coordinator	A4-E	36.96	38.07	39.21	40.40	41.61	42.87	44.15

A.4.1 Wages Solid Waste Career, cont.

1/1/2026

<i>Job Title</i>	<i>Grade</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%								
SW Technician I	A4-A	23.70	24.41	25.17	25.92	26.72	27.51	28.35	29.21
SW Technician II	A4-B	26.13	26.91	27.73	28.55	29.42	30.31	31.22	32.16
SW Technician III	A4-C	28.80	29.68	30.56	31.49	32.44	33.42	34.44	35.48
SW Technician IV	A4-D	30.23	31.13	32.07	33.04	34.04	35.06	36.12	37.21
SW Operations Coordinator	A4-E	37.70	38.84	40.00	41.21	42.45	43.73	45.04	46.40

A.4.2 In addition to the provisions of A.2 above, recruitment to Grade III and IV shall be by objective testing for skill and competency.

A.5 Operations Positions

There are five wage grades of Operations positions in the Public Works Department. Individual job duties are outlined in the job descriptions for each wage grade.

<u>Grade</u>	<u>Position Title</u>
A5-A	Flagger
A5-B	Laborer
A5-C	Operator I
A5-D	Operator II
A5-E	Operator III
A5-F	Area Road Supervisor

Effective January 1, 2024, the above will be replaced as follows: There are five (5) wage grades of Road Maintenance Operations positions in the Public Works Department. Individual job duties are outlined in the job descriptions for each wage grade:

<u>Grade</u>	<u>Position Title (Effective on 1/1/2024)</u>
A5-A	Road Maintenance Technician I
A5-B	Road Maintenance Technician II
A5-C	Road Maintenance Technician III
A5-D	Road Maintenance Technician IV
A5-E	Area Road Supervisor

A.5.1 Wages Operations Career Track

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.00%							
Road Maintenance Technician I	A5-A	22.76	23.45	24.16	24.90	25.65	26.43	27.23
Road Maintenance Technician II	A5-B	25.10	25.86	26.64	27.44	28.27	29.12	30.00
Road Maintenance Technician III	A5-C	27.67	28.51	29.37	30.26	31.17	32.11	33.09
Road Maintenance Technician IV	A5-D	29.04	29.91	30.82	31.75	32.71	33.69	34.71
Area Road Supervisor	A5-E	36.23	37.32	38.44	39.60	40.79	42.02	43.28

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%							
Road Maintenance Technician I	A5-A	23.22	23.92	24.65	25.40	26.17	26.96	27.78
Road Maintenance Technician II	A5-B	25.61	26.38	27.18	27.99	28.84	29.71	30.60
Road Maintenance Technician III	A5-C	28.23	29.09	29.96	30.87	31.80	32.76	33.76
Road Maintenance Technician IV	A5-D	29.63	30.51	31.44	32.39	33.37	34.37	35.41
Area Road Supervisor	A5-E	36.96	38.07	39.21	40.40	41.61	42.87	44.15

A.5.1 Wages Operations Career Track cont.

1/1/2026

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%								
Road Maintenance Technician I	A5-A	23.69	24.40	25.15	25.91	26.70	27.50	28.34	29.20
Road Maintenance Technician II	A5-B	26.13	26.91	27.73	28.55	29.42	30.31	31.22	32.16
Road Maintenance Technician III	A5-C	28.80	29.68	30.56	31.49	32.44	33.42	34.44	35.48
Road Maintenance Technician IV	A5-D	30.23	31.13	32.07	33.04	34.04	35.06	36.12	37.21
Area Road Supervisor	A5-E	37.70	38.84	40.00	41.21	42.45	43.73	45.04	46.40

A.5.2 In addition to the provisions of A.2 above, recruitment to Grade III and IV shall be by objective testing for skill and competency.

A.5.3 An Employee assigned to tree falling/climbing/topping shall receive a fifteen percent (15%) premium pay differential (calculated on their regular rate of pay) for the entire shift on any day that they perform this work. To be eligible for this premium pay, the Employee must be operating the saw, winch, excavator, etc. and be directly responsible for or engaged in the falling/topping work. This premium pay shall not be additive on top of any other premium pay (Leadman, for example) for which the Employee qualifies and is assigned on the shift. As with other premium pay, it must be assigned and authorized by a Supervisor or Foreman prior to the work being performed except in the case of an emergency. This premium pay is intended for work to fall trees generally 8 inches in diameter and larger or for performance of other very hazardous tree work. It shall not apply to standard limbing/trimming work (with or without the bucket truck) or cutting of smaller trees. This premium pay does not apply to Employees helping to clean up, buck up, or dispose of limbs and debris.

A.6 WAGE TABLES – Parks Maintenance

There are three wage grades of Parks Maintenance positions the Public Works Department Parks Division. Individual job duties are outlined in the job descriptions for each wage grade.

Grade	Position Title
A6-A	Parks Maintenance I
A6-B	Parks Maintenance II
A6-C	Parks Maintenance III

A.6.1 Wages Parks Maintenance Career Track

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.00%							
Parks Maintenance I	A6-A	23.33	24.03	24.76	25.5	26.27	27.06	27.88
Parks Maintenance II	A6-B	25.71	26.49	27.29	28.11	28.96	29.83	30.73
Parks Maintenance III	A6-C	28.34	29.20	30.08	30.99	31.93	32.89	33.88

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%							
Parks Maintenance I	A6-A	23.80	24.52	25.26	26.01	26.80	27.61	28.44
Parks Maintenance II	A6-B	26.23	27.02	27.84	28.68	29.54	30.43	31.35
Parks Maintenance III	A6-C	28.91	29.79	30.69	31.61	32.57	33.55	34.56

1/1/2026

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%								
Parks Maintenance I	A6-A	24.28	25.02	25.77	26.54	27.34	28.17	29.01	29.89
Parks Maintenance II	A6-B	26.76	27.57	28.4	29.26	30.14	31.04	31.98	32.94
Parks Maintenance III	A6-C	29.49	30.39	31.31	32.25	33.23	34.23	35.26	36.32

A.6.2 In addition to the provisions of A.2 above, recruitment to Grade II and III shall be by objective testing for skill and competency.

A.7 WAGE TABLES – Technicians

There are three (3) wage grades of Mechanics positions the Public Works Department ER&R Shop Division. Individual job duties are outlined in the job descriptions for each wage grade.

<u>Grade</u>	<u>Position Title</u>
A7-A	Technician I
A7-B	Technician II
A7-C	Technician III

A.7.1 Wages Technician Career Track

1/1/2024

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	8.00%							
Mechanic/Technician I	A7-A	27.23	28.05	28.89	29.77	30.67	31.59	32.55
Mechanic/Technician II	A7-B	29.28	30.17	31.08	32.02	32.98	33.97	35.00
Mechanic/Technician III	A7-C	31.65	32.60	33.58	34.60	35.64	36.71	37.82

1/1/2025

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%							
Mechanic/Technician I	A7-A	27.78	28.62	29.47	30.37	31.29	32.23	33.21
Mechanic/Technician II	A7-B	29.87	30.78	31.71	32.67	33.64	34.65	35.70
Mechanic/Technician III	A7-C	32.29	33.26	34.26	35.30	36.36	37.45	38.58

1/1/2026

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	2.00%								
Mechanic/Technician I	A7-A	28.34	29.20	30.06	30.98	31.92	32.88	33.88	34.90
Mechanic/Technician II	A7-B	30.47	31.40	32.35	33.33	34.32	35.35	36.42	37.52
Mechanic/Technician III	A7-C	32.94	33.93	34.95	36.01	37.09	38.20	39.36	40.55

A.7.2 In addition to the provisions of A.2 above, recruitment to Grade II and III shall be by objective testing for skill and competency.

A.8 Designated Leads and Foreman

Positions identified as Foreman or Lead in Sections A.1, A.3, A.4, A.5, A.6, and A.7 shall be paid as provided below.

Employees assigned by management to a Lead or Foreman designation will have their wage adjusted by the percentage identified for the designation as an addition to their hourly rate of pay as calculated by their grade and step. Employees assigned in writing by a manager to one of the designations listed below shall receive the appropriate premium for the duration of the assignment.

A.8.1 Lead Position - 5.0% Premium Pay Differential This designation recognizes that the position is responsible, in addition to their base duties, for work assignment and work performance of a crew.

Assignment of the Lead Position will be in writing by Management when the job dictates the need for one person to be in a position of responsibility or as the Division Manager deems necessary. This in no way takes away from the responsibilities outlined in the last paragraph of A.2.4 which states: *"...all employees at upper ends of the career track system are as part of their compensation expected to provide technical information, practical experience, guidance and leadership to team member at lower designations in the career track system."*

Additionally, when an employee receives premium pay for tree falling under A.5.3 it shall not be compounded with Lead or Foreman premiums. Only the higher premium outlined in A.5.3 shall apply on that day.

Solid Waste – this differential will be assigned by the Division Manager to supervise a crew.

Road Division – this differential will be assigned by the Division Manager.

Fleet Maintenance - this differential will be assigned by the Division Manager.

Parks Maintenance – this differential will be assigned by the Division Manager to supervise a crew.

A.8.2 Foreman, Parks, Fields Maintenance Foreman, Solid Waste

Foreman and ER&R Shop Foreman - 12.5% Premium Pay Differential: In addition to base duties, supervises a geographic roads area and Roads staff used in that area, Parks and Fields Maintenance and Operations and staff employed in Parks and Fields Maintenance and Operations, Solid Waste Operations and staff employed in Solid Waste or ER&R Fleet Management and staff employed in Fleet Management. Is accountable for work assignments and work performance; develops and coordinates work schedules including financial management related to the operations supervised. This position is assigned through the approval and adopting of the organization chart for the Department by the Board of Commissioners.

A.8.3 Communication Channels – In view of the “team” nature of the bargaining unit work crew(s) communications at the team level enhances efficiency and safety. Accordingly, instructions by non-unit supervisors to work crew members shall be passed through the “chain of command” of the designated Foreman, Lead, or senior crew member on the site to ensure such instructions are coordinated to the entire work crew.

APPENDIX B – TRANSITION TO REQUIRED CLASS A CDL

Public Works Class A CDL License Requirement and Training Program.

- I. All employees classified as Road Maintenance Technician III or Solid Waste Technician III or an assigned (Mechanic) Technician III or upon becoming Classified as such shall possess or obtain a Class A CDL Driver's License.
- II. When an employee is classified as Road Maintenance Technician II or Solid Waste Technician II or an assigned Mechanic Technician I or II, has a minimum six (6) months of experience in that position and does not have a Class A CDL the County may consider a request by an eligible employee for CDL training under the following circumstances:
 1. Employees currently classified as Road Maintenance Technician II or Solid Waste Technician II may apply for opportunities to attend a Class A CDL training class when the opportunity is advertised by Management.
 2. Management will determine at its sole discretion when to advertise an opportunity to attend a CDL training class after considering factors such as the following:
 - Class availability,
 - Current staffing sufficient for the Department to perform necessary work in the temporary absence of an employee attending a Class A CDL training class;
 - Current and/or projected future number of employees with a Class A CDL being sufficient for the department to perform necessary work;
 - Budgeted training funding; and,
 - The presence of current employees who meet the requirements herein who have demonstrated a high level of performance, attitude and aptitude in their current grade and who are recommended for such opportunities by the Foreman or Supervisor.
 3. Management will determine who is the most qualified applicant for the Class A CDL training class and is not required to select candidate if, in the sole opinion of Management, no applicants have demonstrated sufficient performance, attitude, aptitude, skill and merit.
 4. The following procedure shall apply to an employee selected to attend a CDL Class A training class:
 - a. Pre-employment Drug and Alcohol testing would be required as per standard process.
 - b. Tuition up to a maximum amount as determined each year by the Public Works Director.
 - c. Regular time wages/benefits at Straight-Time wages/normal benefits for not more than 40 hours in any one week at the employee's current wage rate for the number of weeks to be approved by the Department Head (or designee) prior to the commencement of any commitment for training.
 - d. CDL Medical Card reimbursement according to this CBA.
 - e. Full reimbursement for first-time CDL licensing fees using current reimbursement methods.
 - f. Employee must receive prior approval for any overtime.
 - g. Should an employee need to be retested in order to obtain a Class A CDL such costs of any re-testing required shall be paid by the employee.

5. It is recognized that the process described herein is not considered a promotion, but rather an opportunity for employer-funded training. The Class A CDL an employee obtains through this opportunity may be used as part of that employee's qualification for advancement to a higher grade in the employee's career track but is not a guarantee of the employee obtaining the required performance, skill and merit to advance to a higher grade.
6. Any employee who is granted funds pursuant to this Appendix B shall reimburse the County IN FULL for all funding granted to the employee in the event of:
 - a. The employee fails to obtain a CDL Class A once entered into the program.
 - b. The employee leaves County CDL Class A employment for any reason.
 - c. Repayment shall be as follows:
 - i. Full payment of any amount owing to be deducted from any amounts due to the employee upon final payment by the County upon severance.
 - ii. Full payment of any amount owing shall be repaid during employment in an amount of 5% of the employee's net pay each pay-period until:
 1. 100% is repaid if less than 1 year of CDL employment is achieved.
 2. 66% is repaid if less than 2 years of CDL employment is achieved.
 3. 33% is repaid if less than 3 years of CDL employment is achieved.
 4. No repayment is required if CDL employment exceeds 3 years of CDL employment.
7. Upon adoption of the CBA by the County, current employees who have signed a Class A CDL Training Contract will complete new CDL Training Contracts to be Administered under terms of this new CBA.

APPENDIX C – MEDICAL INSURANCE “OPT OUT” – EMPLOYEE DEDUCTION NOT AUTHORIZED



**NORTHWEST
ADMINISTRATORS, INC.**

2323 Eastlake Avenue E
Seattle, WA 98102-3393
(206) 329-4900
(206) 726-3209 fax

WASHINGTON TEAMSTERS WELFARE TRUST
NOTICE THAT EMPLOYEE PAYROLL DEDUCTION NOT AUTHORIZED

Employer Name: Jefferson County WA -Public Works Account No.: 1060000

Employee Name: _____ Social Security #: xxx-xx-

Effective Date: _____ Worked Hours (Month/Year)

_____ Coverage Month (Month/Year)

Section II E of the Trust Operating Guidelines states:

If, under the maintenance of benefits provisions of a collective bargaining agreement, employee wages are impacted, the agreement may provide either that wages are to be reduced to provide for the funding of contributions to the Trust or that contributions may be deducted from employee wages for this purpose. Where the collective bargaining agreement provides for deduction from wages, any employee in the bargaining unit who objects to the required deduction shall be treated as declining coverage beginning with the month for which the deduction for full maintenance of benefits is required. The employer shall remain obligated to continue its monthly contributions to the Trust on behalf of the employee, without regard to employee's deduction decision. Such employee shall not be permitted to be covered for benefits under the Trust from such date of interrupted coverage until the earlier of (a) twelve (12) months after such first month of required contributions or (b) the date provided under ERISA Section 701(f) (Internal Revenue Code Section 9801(f)) for return to coverage through special enrollment in the event of such employee's loss of other group health plan coverage or acquisition of a dependent through marriage, birth, adoption, or placement for adoption.

The current collective bargaining agreement indicates that the required contributions to the Trust being made by the employer are broken down as follows:

	Medical	Dental	Vision	Life	Time Loss	Employer	85%
Contribution	<u>Per subscription agreement</u>					Employee	<u>15%</u>
						Total	<u>100%</u>

Contributions include Life and Accidental & Dismemberment insurance, Time Loss benefits, disability waivers, extensions, and benefits, etc.

The named employee declines a wage deduction for the above employee contribution by his or her signature on page 2 of this form.

The named employer and employee understand and agree:

- That the employee's declination of the employee contribution(s) as indicated on the first page of this form shall be treated as declining coverage beginning with the month for which the total contribution to provide for full maintenance of benefits is not made.
- Declination of employee contributions includes declination of all benefits of the declined plan(s) for the employee and all eligible family members, including but not limited to healthcare benefits (medical, dental, vision, prescription drug), Life insurance, Accidental Death & Dismemberment insurance, disability extensions, Time Loss benefits (including Long Term Disability benefits, if any), COBRA continuation coverage, and self-pay options.
- The employer remains obligated to continue its employer portion of the monthly contributions to the Trust on behalf of the employee, without regard to employee's deduction decision.
- Such employee shall not be permitted to be covered for benefits under the Trust from such date of interrupted coverage until the earlier of (a) twelve (12) months after such first month of required contributions or (b) the date provided under ERISA Section 701(f) (Internal Revenue Code Section 9801(f)) for return to coverage through special enrollment in the event of such employee's loss of other group health plan coverage or acquisition of a dependent through marriage, birth, adoption, or placement for adoption.
- In the event of a special enrollment event within twelve (12) months after coverage has been declined, the employer must begin making the proper employee payroll deduction and remit the full required contribution. The employer and employee must also notify the Trust of the special enrollment event by completing and returning the proper form available from the Trust Office before coverage will be reinstated.

For Jefferson County WA

Employer Signature _____ Date _____

Print Name _____

Employee Signature _____ Date _____

Employee Declining Coverage

Print Name _____

Mail completed form to: Washington Teamsters Welfare Trust
Attn: Accounting & Eligibility
2323 Eastlake Avenue E.
Seattle, WA 98102

APPENDIX D – MERIT INCREASE

Effective January 1, 2024, Supervisors and Department Directors shall have the ability to award an employee, who has a minimum of two years of service in their current position, a one-time wage increase of one (1) additional step increase based on skills, ability, and a written evaluation. Employees will be eligible to receive one (1) additional step bump per classification. Employees will be eligible for an additional one-time step bump if they move to a higher classification and requalify at the higher classification. If an employee receives an additional step based on merit that date shall be the employee's step anniversary date for all subsequent twelve-month anniversary step adjustments. The employer will provide a copy of the written notice to the employee of their step award. The awarding of a merit increase in Appendix D is discretionary with the County and shall not be subject to any grievance.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Jefferson County Public Works Department

Teamsters Union Local 589

Employer Name

Labor Organization (Union) Name

623 Sherdian Street

P.O. Box 4043

Address

Address

Port Townsend

WA

98368

Port Angeles

WA

98363

City

State

Zip Code

City

State

Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2024 to: 12/31/2026

☐ New Account

☒ Renewal — Account No. 106000

Approximate No. of Covered Employees 52

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.)

Employer is: ☒ Public Entity ☐ Corporation - State of ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners:

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT					(For renewals, list all coverages, not just changes)	Monthly Rate
Medical Plan	☐ A	☒ B	☐ C	☐ Z		\$ 1451.80
Life/AD&D	☐ A - \$30,000 Employee/\$3,000 Dependent					\$4.40
	☒ B - \$15,000 Employee/\$1,500 Dependent					
	☐ C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	☐ E - \$500	☒ A - \$400	☐ B - \$300	☐ C-\$200	☐ D-\$100	\$ 18.00
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only					\$ 11.40
Domestic Partners	☐ Domestic Partners – Medical					\$
Dental Plan	☐ A	☒ B	☐ C			\$ 87.50
Domestic Partners	☐ Domestic Partners – Dental					\$
Vision Plan	☒ EXT					\$ 17.10
Domestic Partners	☐ Domestic Partners – Vision					\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 24 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer

For Union

Title/Assn

Date

Title Secretary-Treasurer

Date

2/2/24