

**AGREEMENT**

**BETWEEN**

**SKAMANIA COUNTY, WASHINGTON**

**AND THE**

**OFFICE & PROFESSIONA EMPLOYEES INTERNATIONAL UNION, LOCAL 11  
AFL-CIO**

**MANAGERS BARGAINING UNIT**

**FOR THE PERIOD:**

JANUARY 1, 2022

THROUGH

DECEMBER 31, 2024

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THIS AGREEMENT is made and entered into by and between SKAMANIA COUNTY, WASHINGTON, hereinafter referred to as the County, and the OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter referred to as the Union, as bargaining agent for the Skamania County Manager employees.

WHEREAS, pursuant to the laws of the State of Washington resulting in collective bargaining, the employees of the above-described bargaining unit have elected to have the Union represent them with regard to matters concerning labor relations and conditions of employment with the County, and

WHEREAS, the County recognizes their right to do so,

NOW, THEREFORE, be it mutually agreed as follows;

### **ARTICLE 1 – RECOGNITION**

- 1.1 The County recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit described as: All full-time and regular part-time (positions budgeted sixty percent [60%] FTE or greater) Manager employees in the Community Events and Recreation, Community Health, Adult Probation Office, Senior Services, Noxious Weed Department and Public Works including Buildings & Grounds, County Road, ER&R, Solid Waste and Engineering, excluding all confidential employees, department heads and all other employees.
- 1.2 Temporary/Seasonal employees working less than six (6) months or one thousand forty (1040) hours per year, whichever is longer, are precluded from the Union. In the event of layoff or attrition, the County will not use a temporary employee to fulfill the duties of the position for more than six (6) months.

### **ARTICLE 2 – UNION SECURITY**

- 2.1 The parties agree that the terms of this Agreement apply equally to all covered employees within the bargaining unit. Subject to RCW 41.56.122 employees may become a member of the Union or a Non-Union employee. Any bargaining unit employee who becomes a member of the Union may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for the representation and services provided by the Union. This authorization must be in writing and forwarded to the Skamania County Auditor and Human Resources Department.

All other bargaining unit member shall fall under Article 3.2 to this Agreement.

2.2 The Employer agrees that the Union Representative shall be allowed to meet with all employees hired into positions recognized under this Agreement within thirty-one (31) days from the date of hire for the purposes of presenting information about the Union and their exclusive bargaining representation.

2.2.1 Reasonable access shall be as follows:

- a) Access shall be for up to thirty (30) minutes.
- b) Access occurs during the employee's regular work hours at the employees' regular worksite or at a location agreed to between the Employer and the Union.
- c) Employees shall receive their regular wage for time spent during this meeting with the Union.

2.3 The Employer will deduct dues from the wages of those employees who sign an authorization form and forward them to the Union each month.

2.4 The Union shall defend, indemnify and hold the Employer harmless against any claims brought against the Employer by an employee, covered by this Agreement, arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.

### **ARTICLE 3 – CHECK-OFF OF DUES**

3.1 The Union, upon completion of the new employee orientation, shall provide all dues authorization forms or opt out forms for employees who do not want to be a Union member to Skamania County Auditor and Human Resources.

3.2 No deductions shall be made for any employee who fails to sign an authorization form to become a member of the Union.

3.3 All deductions made shall be forwarded to the Union office on a monthly basis. The County will make payment postmarked by the 10<sup>th</sup> of each month. Payment will include detailed accounting including contributions for each employee.

## **ARTICLE 4 - HOURS OF WORK**

- 4.1 Normally, eight (8) consecutive hours, excluding the lunch period, shall constitute one (1) full day's work; and forty (40) hours shall constitute one (1) full week's work.

The work week is 12:00 AM Sunday to 11:59 PM Saturday and may be scheduled as follows:

- a) A five (5) day work week Monday through Friday,
- b) A four (4) day work week using a 4/10 schedule, or
- c) A mutually agreed schedule between the Union and County that covers forty (40) hours for the workweek.

- 4.2 It is the expectation that Managers will be present during the working hours of the employees the Manager supervises. The Department Head must approve scheduling exceptions exceeding two (2) weeks. The Department Head shall notify the Board of Commissioners of the scheduling exception.

- 4.3 If a Manager is designated as an exempt employee from the overtime provisions of the Fair Labor Standards Act, the exempt employee shall follow the provisions of Chapter 12.16- Exempt Employees of the Skamania County Personnel Policy.

- 4.4 Employees on a 5/8 schedule receive two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch per working day. Employees on a 4x10 schedule shall receive two (2) paid fifteen (15) minute breaks and one (1) paid thirty (30) minute lunch per working day. Employees receiving a "paid" lunch period are required to remain on the County premises or at the prescribed worksite, at the discretion of the Supervisor, and readily available. The Employer agrees to make every effort to provide employees with an uninterrupted meal period and comply in accordance with applicable laws.

## ARTICLE 5 – RATES OF PAY

### 5.1 Wages:

5.1.1 Effective and retroactive to January 1, 2022 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Effective the first pay period in February 2022, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00).

Effective January 1, 2023 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Effective the first pay period in February 2023, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00).

Effective January 1, 2024 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Subject to receipt of additional funds available for this purpose and if received after March 2023 as paid by the American Rescue Plan Act of 2021, effective the first pay period in February 2024, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00). *(County is subject to lawful use of potential prospective Federal funds and cannot guarantee that prospective funds can be used for this purpose)*

The wage scale for non-exempt FLSA employees represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year and shall reflect a four and a half percent (4.5%) difference between the Steps within the Ranges. FLSA exempt employees are paid on a salary basis.

5.2 Progression within the applicable pay range will be as follows: Each newly hired employee (other than those hired for temporary periods) will advance one step from their starting salary on the first (1<sup>st</sup>) of the month nearest six (6) months after his/her appointment. Advancement is based on satisfactory yearly performance. The date of this advancement will become their annual step increase date for subsequent one (1) step advancements. An employee's step increase may be delayed up to ninety (90) calendar days at the specific request of the Department Head, based on below average evaluation marks.

a) If an employee has had their step increase denied or delayed because of a below average departmental evaluation, the Department Head shall reply to the employee as to the specific reason that said step increase is delayed, with a copy for the Union and the employee. The employee is expected to meet expectations within the ninety (90) day period. If employee does not meet expectations during this period, the step may be further denied.

b) After a ninety (90) day delay, if the County intends to deny the step increase due to continued performance issues, the employee will be given an opportunity to be heard prior to the denial. Subsequently, if the step is further denied, the employee may grieve the matter as a discipline.

5.3 The rate of pay for any classification not covered which may be established during the life of this Agreement, excluding elective and administrative positions, shall be subject to consultation between the County and the Union. The County is not precluded from hiring a new position into the bargaining unit during the period of consultation with the Union.

5.4 **Longevity Incentive:**

5.4.1 Longevity pay will be based upon the length of service as shown below. Each regular full time or part-time employee who completes the continuous length of service with Skamania County will be eligible for longevity pay. Longevity pay will be paid for this incentive in the month following each tier indicated below and on a semi-monthly basis.

a) Seven (7) to fourteen (14) years of service (starts after eighty-four [84] months) employees shall receive thirteen dollars and fifty-four cents (\$13.54) per pay period with a maximum of three hundred and twenty-five dollars (\$325.00) a year.



- b) Fifteen (15) to nineteen (19) years of service (starts after one hundred and eighty [180] months) employees shall receive twenty-seven dollars and eight cents (\$27.08) per pay period with a maximum of six hundred and fifty dollars (\$650.00) a year.
  - c) Twenty (20) to twenty-four (24) years of service (starts after two hundred and forty [240] months) employees shall receive fifty-four dollars and sixteen cents (\$54.16) per pay period with a maximum of thirteen hundred dollars (\$1300.00) a year.
  - d) Twenty-five (25) or more years of service (starts after three hundred [300] months) employees shall receive one hundred eight dollars and thirty-three cents (\$108.33) per pay period with a maximum of twenty-six hundred dollars (\$2600.00) a year.
- 5.5 Should a member of the Managers Unit be assigned to perform the significant duties of the Department Head for a period of thirty (30) days or more, the employee will receive an increase in pay during the assignment of at least two (2) ranges above the employee's existing range. (For example: An employee at Range 10, Step 3 would receive pay at Range 12, Step 3.
- 5.6 Effective January 1, 2019, each employee shall have deducted from their pay the amount set by Washington State Labor & Industries for employees withholding for medical and supplemental pension benefits within each risk classification.

**ARTICLE 6 – OVERTIME**

- 6.1 No Section of this Article, OVERTIME, shall apply to members of the Managers Unit who are defined as FSLA Exempt Employees by the County except as allowed in Section 12.5.2 of the Skamania County Personnel Policy. The remainder of this Article 6 – OVERTIME shall apply only to employees defined as FSLA Non-exempt employees by the County.
- 6.2 Compensation for overtime is at the rate of one and one-half (1½) times the employee's regular basic hourly rate of pay, inclusive of any special or premium pay. Overtime shall be paid to employees with the bargaining unit for assigned work performed in the excess of forty (40) hours in a workweek. Paid leaves do count as hours worked for the purposes of overtime calculations.

Overtime shall be computed to the nearest one quarter (¼) hour.

- 6.3 Bargaining unit employees may elect to accrue compensatory leave time in lieu of overtime to a maximum accrual of eighty (80) hours. Compensatory time is earned at the rate of one and one-half (1½) hours for every hour of overtime worked. Compensatory time is to be scheduled the same as vacation.

In the first (1<sup>st</sup>) paycheck of May of each year, accumulations of compensatory time over forty (40) hours of accrual are paid.

Employees may elect to receive compensation for accrued compensatory hours in the first payroll period of November each year. Employees must provide written notice to the Payroll Department no later than the 25<sup>th</sup> of October annually and designate the number of hours to be compensated for on the County payroll form.

- 6.4 For the purposes of calculating overtime, the work week is 12:00AM Sunday to 11:59PM Saturday.
- 6.5 For FLSA non-exempt employees, the County agrees to pay a minimum of two (2) hours of overtime at the time and one-half (1½) rate to employees called back to the work site for any assignment. If an employee works more than two (2) hours, the employee shall be compensated overtime for actual time worked. Members of this unit who receive or must make a telephone call or other communications related to official County business while outside of the members assigned work week shall receive a minimum of fifteen (15) minutes overtime compensation for the time spent resolving the issue. If the member works for more than fifteen (15) minutes as a result of resolving the issue, they shall be compensated overtime for the actual time worked.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 Except as otherwise expressly and specifically limited by the terms of this agreement, the County retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the departments in which the employees in the bargaining unit are employed. The rights of the employees in the bargaining unit, and the Union hereunder, are limited to those specifically set forth in the Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
- a) To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.

- b) To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.
- c) To determine the need for a reduction, or an increase, in the work force, and the implementation of any decision with regard thereto. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.
- d) To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, and methods and procedures. It is jointly recognized that the County must retain authority to fulfill and implement its responsibilities, and may do so by oral or written work rule, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this Agreement.
- e) To assign and distribute work.
- f) To assign shifts, workdays, hours of work, and work locations.
- g) To determine the need for and qualifications of new employees, transfers, and promotions.
- h) To discipline, suspend, or discharge an employee in accordance with the provisions of Article 11 to this Agreement.
- i) To determine the need for additional educational course or training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the County.

## **ARTICLE 8 – UNION REPRESENTATIVES**

- 8.1 Two (2) members of the bargaining unit may be selected to serve as Union Stewards, and certified, in writing, to the County. The County agrees to allow on duty paid time during an employee's regular work period for such certified Union Stewards to attend negotiation or grievance meetings, not to exceed an aggregate of thirty-two (32) hours in a calendar year for the two stewards as a group.
- 8.2 An authorized representative of the Union, including Stewards, shall have the right to investigate grievances or job conditions, at reasonable hours, upon first obtaining permission from the Employer to do so, provided that:

- a) The aggregate time spent by Union Stewards on all Union activities shall not exceed the thirty-two (32) hours per calendar year set forth in Section 8.1 to this Article, and
  - b) the investigation of grievances or conditions shall not interfere with the progress of work.
- 8.3 The Union shall advise the Employer, in writing, of the names of their authorized representative and Stewards. Such persons will continue as the sole representative or Stewards authorized to conduct Union activities under this Article unless and until additional notice is received from the Union changing the identity of the authorized Union Representative or Union Stewards.

**ARTICLE 9 – HOLIDAYS/PERSONAL DAYS**

- 9.1 Paid holidays shall be recognized as set per their resolution for employees covered by this Agreement as listed below:
- 9.1.1 Holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving (if on a 5/8 or 4/9 schedule), Christmas Day and one (1) personal holiday.
  - 9.1.2 Plus any day declared as a paid holiday by the County Commission. Any day declared by the President or Governor is subject to negotiation.
  - 9.1.3 Employees covered by this Agreement shall receive holiday pay, at the straight time rate of pay, in accordance with their work schedule for the holidays listed above. Full pay for the work day may be one of the following:
    - a) Eight (8) hour workday – eight (8) holiday hours.
    - b) Ten (10) hour workday – ten (10) holiday hours;
    - c) Nine (9) hour workday – nine (9) holiday hours (or if on the day of a four (4) hour workday – four (4) holiday hours).
  - 9.1.4 Part-time employees shall be credited with observed holidays on a pro-rata basis based upon the ratio of full-time employment. Employees less than sixty percent (60%) budgeted FTE are not eligible for benefits. For clarification, the County will identify when the part-time position stems from a normally scheduled 5/8 or 4/10 schedule.

- a) In the event the prorated amount is less than the employee's regularly scheduled work day, the employee may use vacation time hours or, with the approval of a Supervisor, the employee may work the hours during the pay period in order to account for the difference in hours. Use of flextime cannot result in overtime obligations, regardless of Article 6 to this Agreement.

*For Example:* An employee budgeted at seventy-five percent (75%) FTE will receive seventy-five percent (75%) of the holiday benefit provided to a full-time employee.

- 9.2 When a holiday falls on a Sunday, the following Monday will be substituted. When a holiday falls on a Saturday, the holiday is the preceding work day. When a holiday falls on a Friday, the preceding Thursday will be substituted.

For the Solid Waste Supervisor, when a holiday falls on an employee's day off, another day off shall be scheduled by mutual agreement between the County and the employee. If a paid holiday as listed above falls within an employee's regularly scheduled vacation, the vacation day will not be assessed against the employee. This includes when the County closes for a half ( $\frac{1}{2}$ ) day or more for business during regularly scheduled vacation.

- 9.3 Any work performed by an employee covered by this Agreement at the request of the County on any of the holidays listed above, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) their applicable rate of pay in addition to the holiday pay.
- 9.4 For FLSA non-exempt employees, an employee who is on authorized sick leave when a holiday recognized in accordance with Section 9.1 of this Article is observed, shall receive pay at straight-time for the holiday, and will not have his/her sick leave accrual charged.
- 9.5 **Personal Day:** Employees shall receive one (1) personal day per year to be scheduled the same as a vacation day and used in a full day increment. The personal day will have the equivalent value of hours as provided for in Section 9.1.1 and 9.1.2 to this Article. Personal days will be credited on the first ( $1^{st}$ ) working day of the calendar year of each year to this Agreement if the employee is currently employed. Personal days are to be used in the calendar year or are forfeited. Personal days have no compensable value upon separation.

## **ARTICLE 10 – JURY DUTY**

- 10.1 An employee shall continue to receive his/her regular rate of pay, inclusive of special or premium pay, for any period of required service as a juror in the employees County of residence or Federal Court or when subpoenaed to testify as a witness in matters related to his/her official duties arising from the course of employment on his/her normal working days.
- 10.2 All money received as witness fees, or pay for jury duty, shall be surrendered to the County, except for money received for such duty on the employee's regular day or days off. This shall not include any mileage reimbursement by the court.
- 10.3 If an employee is called for jury duty, or subpoenaed as a witness, on a normal workday, said employee shall report immediately for work following dismissal by the Court. Employees are expected to provide reasonable notice to their Supervisor regarding leaves for court subpoena.
- 10.4 Employees serving as a witness or under subpoena for a non-job-related matter, shall be charged against the employee's vacation, floating holiday or compensatory time balances, or may be taken as unpaid leave at the option of the employee (unpaid leave will result in proration of benefits and accrued leaves and holidays).

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

- 11.1 After an employee has completed his or her initial probationary period, such employee may be disciplined by written reprimand, suspended without pay, or discharged for just cause. "Just Cause" is not required to discipline or demote a probationary employee. Termination of a probationary employee is not subject to the grievance process. Probationary periods for regular positions will be established upon hire for each employee.
- 11.2 Coaching, counseling, documented verbal warnings, and work improvement plans are not considered discipline and are not subject to the grievance process.
- 11.3 Employees may provide rebuttal to any matter placed in an employee's personnel file within ten (10) days of notice of action.
- 11.4 A non-exhaustive list of examples of misconduct that may constitute "just cause" for the discipline or discharge is contained in Section 9.14.2 of the Skamania County Personnel Policy Manual.

- 11.5 In case of a grievance contesting a termination or disciplinary action, relevant information in the employee's personnel file will be made available to an authorized Union representative upon written request. Records of disciplinary action shall be retained according to the record retention procedures in Disciplinary Action section of the Skamania County Personnel Policy Manual.

## **ARTICLE 12 - CLOTHING**

- 12.1 The County shall provide all necessary safety equipment as required by the W.I.S.H.A and O.S.H.A to the employee at no cost.
- 12.2 Members of this unit who are in need of rain gear to perform the duties of their job shall be provided with such.
- 12.3 Rain gear shall be replaced by the County when it is no longer serviceable. Employees must turn in their old rain gear to receive a new set.
- 12.4 On or about January for each year of this Agreement, the County shall provide three hundred dollars (\$300.00) for clothing/equipment per year for the following "field" Managers:

Solid Waste Manager  
Road Superintendent  
Facilities Maintenance Manager  
Building Official  
Noxious Weed Coordinator

Road Foreman (payment is subject to applicable withholdings)

## **ARTICLE 13 – HEALTH & WELFARE**

- 13.1 For each employee enrolled in the County insurance plans designated herein, the County will continue to provide insurance pursuant to the terms of said plans and County rules. The plans named in this Article may be changed by written agreement between Skamania County Commissioners and OPEIU Local 11; and that the Employer shall give ninety (90) days' notice to the Trust of their intent to change healthcare suppliers and in accordance with the Trust notifications.

Currently, the County receives insurance through Western States Health & Welfare Trust Fund of OPEIU. The parties acknowledge that benefits are provided by the Trust and are subject to the discretion of the Trust. Subsequently, the parties waive bargaining changes in plan design and benefits by the Trust.

**Premium Cost Shares:** For the duration of this Agreement, for full-time employees one (1) FTE, the Employer will contribute ninety percent (90%) of the monthly premium contribution and employees will pay ten percent (10%) of the premium contribution through pre-tax payroll deduction.

Part-time employees at seventy-five percent (75%) FTE or more will pay the same premium cost share as provided for full time employees in this Section.

Part-time employees less than seventy-five percent (75%) FTE will pay a pro-rated premium share based on budgeted FTE through pre-tax payroll deduction (For example, a sixty percent (60%) FTE will pay a forty percent (40%) premium cost share).

- 13.2 The County will continue to participate in pension benefits for each employee in the Washington State Public Employee Retirement System.
- 13.3 The abovementioned insurance plans, whichever is applicable, may include coordination of benefits.
- 13.4 The County agrees to notify bargaining unit employees, within a reasonable period of time, of any changes made to the Health & Welfare Plans; which includes plan design and/or carrier change/discontinuation. Be it further agreed the County and the Union shall bargain the impact of these changes to bargaining unit employees.
- 13.5 **Insurance Opt-out Provision.** Bargaining unit employees who have dual healthcare coverage shall have the voluntary option to opt out of Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan under the following parameters.
  - a) The employee must be able to prove that they have healthcare coverage through another entity.
  - b) The County agrees to pay a two hundred dollar (\$200.00) monthly stipend for those employees who opt out. Part-time employees will receive a pro-rated amount based on budgeted FTE.



- c) The County shall provide employees who opt out of the Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan open enrollment paperwork as to determine if they wish to continue the opt out request for healthcare coverage.
- d) Qualified Family Status: Enrollment changes as a result of qualified family status change will be provided in accordance with State, Federal and County policies. Enrollment changes must be received by the County with applicable documentation within thirty-one (31) calendar days and shall be effective the first (1<sup>st</sup>) of the month following the date of the qualifying event. Otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January (1<sup>st</sup>) of the following year.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 14.1 The purpose of this grievance procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspensions of work or interference with the operations department.
- 14.2 For purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 14.3 The following steps shall be observed in the grievance procedure:

STEP 1: The employee, or the steward on behalf of the employee, shall present his/her grievance within ten (10) working days of its alleged occurrence to his/her direct Supervisor or Department Head, if there is no other direct Supervisor, who shall respond to the employee within five (5) working days after receipt of the grievance.

In the event a Step 1 grievance is denied by a direct Supervisor other than a Department head, the next step is to provide the grievance to the Department Head under the same timelines and conditions herein.

STEP 2: If no satisfactory settlement is reached in STEP 1, the steward shall reduce the grievance to writing and submit the written grievance to the County Commissioners within five (5) working days after receipt of the Department Head's response. A written grievance including nature of the grievance with basic facts, time and place, and witness names (if applicable). The grievance will state the alleged contract violation and remedy sought to resolve the matter. The County Commissioners, or designee, shall respond to the grievance, in writing, to the employee and the Union within ten (10) working days after receipt of the grievance.

STEP 3: If no satisfactory settlement is reached in STEP 2, the written grievance, as stated in STEP 2, shall be submitted by the Union to the Board of County Commissioners for mediation, in accordance with the following procedures:

- a) The Union and the Chairman of the County Commissioners, or their designee shall meet within ten (10) working days after notice that no satisfactory settlement is reached in Step 2. If the grievance involves another elected official, they may be present.
- b) The Union or the steward on behalf of the employee, the Chairman of the County Commissioners or their designee, shall respond to the grievance, in writing, to the employees and the Union within ten (10) working days after the Board and the Union have met. Either party (or jointly) may request a mediator from PERC if resolution is not reached at Step 3 and prior to Step 4.

STEP 4: If no satisfactory settlement is reached in STEP 3 and requested mediation does not resolve the matter, the written grievance, as stated in STEP 3, shall be submitted to an Arbitrator in accordance with the following procedures:

- a) The Union and the Chairman of the County Commissioners, or their designee, shall contact one another within five (5) working days after notice of arbitration has been given, to select an Arbitrator. If the parties are unable to agree upon an Arbitrator, they shall jointly request the Public Employment Relations Commission to provide a list of seven (7) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine which party will strike the first (1<sup>st</sup>) name. The selection of the Arbitrator shall be completed within seven (7) working days of the receipt of the list.

- b) The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The decisions of the Arbitrator shall be final and binding.
- c) The fees and expenses of the Arbitrator, and the proceedings, shall be borne equally by the parties. However, each party shall be completely responsible for all costs preparing and presenting its own case, including compensating its own attorneys, representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- d) In case of a continuing, or other money claim against the County, no award shall be made by the Arbitrator which shall allow any alleged accruals more than six (6) months prior to the date when such grievance shall have first been presented.

14.4 It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies, and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents, to litigate or otherwise contest the appealing subject in any other court or forum unless otherwise prohibited by law. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies, and a waiver of the right to arbitrate the matter.

14.5 If the grievance is not advanced by the Union in accordance with the time limits set forth within the procedure, the grievance shall be considered waived. If the Employer does not process the grievance in accordance within the time limits set forth within the procedure the grievance shall automatically move to the next step in the grievance procedure. The parties may mutually agree, in writing, to extend the time limits for a given step for a specified period of time. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

14.6 For the purpose of this Article, "working days" shall mean Monday through Friday, normal County business days, and "regular working hours" shall mean the grievant employee's assigned duty hours. A grievance may be terminated at any time upon receipt of a signed statement from the Union stating the matter is resolved.

**ARTICLE 15 – STRIKES AND LOCKOUTS**

15.1 The County and the Union recognize that the public interest requires the efficient and uninterrupted performance of all County service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the County shall cause, engage in, or sanction any work stoppage, strike, lockout, slowdown, or other interference with County functions. Employees who engage in any of the forgoing actions shall be subject to disciplinary action.

**ARTICLE 16 – VACATIONS (ANNUAL LEAVE)**

16.1 Vacations shall be earned as set forth in the grid below for all bargaining unit employees.

Continuous Work Year Completed	Vacation Hours Earned Per Month	Vacation Hours earned Per Year
0-8 years	10.00	120 hours
9 years	10.67	128 hours
10 years	11.33	136 hours
11 years	12.00	144 hours
12 years	12.67	152 hours
13 years	13.33	160 hours
14 years	14.00	168 hours
15 years	14.67	176 hours
16 years	15.33	184 hours
17 years	16.00	192 hours
18 years	16.67	200 hours
19 years	17.33	208 hours
20 years	18.00	216 hours
21 years	18.67	224 hours
22 years	19.33	232 hours
23 years	20.00	240 hours

Employees earning a higher rate than provided at twenty-three (23) years of service at time of execution of this Agreement will continue to earn their same current rate until separation of employment.

16.2 Eligible part-time employees shall receive pro-rated vacation credits for the number of hours they work monthly, relative to normal monthly hours of full-time employment. Employees less than sixty percent (60%) FTE are not eligible for benefits (*current County policy*).

- 16.3 Vacation leave is accumulative to a maximum of three hundred eighty (380) working hours, after which time, if not taken, it shall lapse month by month. In cases where the workload makes it necessary for the employee to lose leave, the employee may request permission to accumulate up to forty (40) additional hours leave which must be taken within six (6) months. Scheduling of vacation leave shall be contingent upon approval by the department head and dependent upon the County's operational requirements; however, such requests shall not be unduly denied. If the department head, designee or elected official does not approve vacation and as a result the employee loses accrued leave for that pay period, the employee must be compensated at an hourly rate as detailed in Section 16.8 within this Article for vacation leave losses during that pay period.
- 16.4 If an employee is terminated any time after his probationary period is completed, the County shall pay for all accumulated vacation at the employee's regular rate of pay up to a maximum of three hundred eighty (380) hours.
- 16.5 For the purpose of vacation eligibility, an employee who is rehired after thirty (30) days of termination will be considered a new employee.
- 16.6 For non-exempt employees, vacation leave shall be charged in a minimum of one-half ( $\frac{1}{2}$ ) hour increments.
- 16.7 Employees who are on authorized extended leaves of absence without pay will not accumulate vacation hours.
- 16.8 Vacation hours shall be paid at the employee's straight-time rate of pay.
- 16.9 An employee may elect to be paid through payroll accumulated vacation each year subject to the following conditions:
- a) An employee may elect to be paid through payroll for no more than eighty (80) total hours of accumulated vacation leave per calendar year;
  - b) After an election payment of accumulated vacation leave, an employee must have a minimum of forty (40) hours remaining in the employee's vacation leave bank;

- c) An employee must use at least forty (40) hours vacation leave (excluding donated leave) during the calendar year. Eligibility for an election payment of accumulated vacation leave will be based upon vacation leave balance and planned usage of vacation leave at the time of the employee's written request; If employee uses less than forty (40) hours of vacation leave, the payment shall be prorated to meet the leave usage.
- d) Only vacation leave hours actually accrued, as of the time of the employee's written request for cash out, will be counted to determine eligibility for the vacation cash out;
- e) An employee may submit a written vacation cash out request in April and/or November of each year, with payment for cashed out vacation to be included in the employee's next regular payroll;
- f) The rate of pay for vacation leave cashed out will be the employee's base pay in effect on the date of the voluntary election payment.

#### **ARTICLE 17 – BULLETIN BOARDS**

- 17.1 The County shall provide one (1) bulletin board for Union use in each work area. Material posted thereon shall be the responsibility of the Union, and shall relate only to Union meetings, elections, reports of Committees, and the Union's Executive Board. The Union shall limit its posting of notices to the Union bulletin board, and no notice shall be posted until it shall have been signed by a certified Union Representative.
- 17.2 Notices and announcements shall not contain anything political or inflammatory in nature, or anything reflecting derogatorily upon the County, or any of its employees or officers.

#### **ARTICLE 18 – SICK LEAVE**

- 18.1 Full-time employees shall accumulate sick leave at the rate of nine (9) hours for each month of continuous employment with no maximum limit. Eligible part-time employees shall accumulate sick leave on a prorated basis, based on the number of hours worked by a full-time employee.
- 18.2 For non-exempt employees, sick leave taken shall be taken in at least one-half (½) hour increments.
- 18.3 Sick leave shall not accrue during leave of absence with pay or during layoff.

18.4 Sick leave may be granted for any of the reasons allowed in Chapter 12.8.3 of the Skamania County Personnel Policy. The County and the Union agree that the use of paid sick leave is subject to certain conditions and in accordance with RCW 49.46.210 the Washington State Sick Leave Act and provision set out in the Skamania County Personnel Policy or other applicable laws.

18.5 If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

When Washington State Labor and Industries makes a decision to allow a claim, the employee may charge their sick leave account, or other accrued paid leaves if his/her sick leave balance is exhausted, for the difference between compensation received from the Worker's Compensation Insurance and the employee's regular base monthly salary. Employees shall be able to utilize accrued sick or other accrued leave, in that order, for the first three (3) day waiting period for the Time Loss benefits.

Employees will not accrue sick or annual leave during time off work from a work-related injury covered under the Washington State Worker's Compensation Act.

If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

If accrued sick leave and/or annual leave are exhausted, or if the employee elects not to use such leave, the employee will receive such State Industrial Insurance weekly benefits only. The employee will not be terminated from County employment for six (6) months after exhausting accrued leaves. Donated leave shall be in accordance with the Skamania County Personnel Policy.

18.6 **Serious Health Conditions, FMLA and Family Care Leave.** The County shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Law, the Family Care Act and the Washington State Paid Family and Medical Leave, this Agreement, and other relevant statutes. If an employee is seeking leave under the WPFMLA, the employee must follow the State process.

- 18.6.1 The County will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The County shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c) beginning January 1, 2019. Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04.
- 18.7 Consistent with FMLA or other applicable laws, employees will be permitted to take leave for disabilities caused by pregnancy, miscarriage, abortion or childbirth after submitting to her department head a letter from their physician stating dates of necessary leave. Employees on FMLA leave may use their accrued sick leave or vacation.
- 18.8 Full benefits and retirement contribution shall continue to be made by the County for all employees on authorized paid sick leave.
- 18.9 At retirement (as defined by the Skamania County Personnel Policy), death, or after twenty (20) years of continuous service with the County, up to one thousand (1000) hours of accrued sick leave will be paid to the employee or his designated beneficiary at the salary level being paid at the time of separation or death.
- 18.10 **Bereavement Leave:** Death in the immediate family requiring the attendance of the employee. Bereavement leave for such employee shall be limited to forty (40) hours in any one (1) instance, without special approval from the County. Part-time employees shall receive bereavement leave prorated on a full-time equivalent employee. Bereavement leave must be used within sixty (60) days of the death of the immediate family member. The immediate family for death consideration shall include any and all relatives listed in Section 12.8.3.4 of the personnel policy. This leave is separate from annual sick leave. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.
- 18.11 The parties acknowledge changes in law may occur during the term of this Agreement and should a provision of this Article conflict with applicable law, the law will apply.



**ARTICLE 19 – LAYOFF AND RECALL**

- 19.1 Layoffs for Managers within a department shall be based on the ability to perform the necessary work. If more than one (1) Manager within the department can perform all the necessary duties, seniority shall prevail. Seniority is measured from the most recent date of service in a bargaining unit position. A layoff is a separation of employment.
- 19.2 Employees will be provided four (4) working weeks' notice of layoff. The County may pay the employee in lieu of continued employment during the notice period.

**ARTICLE 20 – NON-DISCRIMINATION**

- 20.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination consistent with County Policy and as to age, marital status, race, color, creed, religion, national origin, mental, physical or mental disability (unless a bona fide occupational qualification exists), sex, pregnancy and maternity, sexual orientation, gender identity, veteran's status, guide dog or service animal, genetic information, Union affiliation, political affiliation, or other protected status under federal or state statute. The Union shall share equally with the County the responsibility for applying the provisions of this Agreement.
- 20.2 Grievances based on this Article are limited to Step 3 of Article 14 to this Agreement.

**ARTICLE 21 – SEPARABILITY**

In the event that any provision of this Agreement is unlawful or be declared invalid by a final judgment in any court of competent jurisdiction or through final decree of a government (federal or state), such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations and laws.

**ARTICLE 22 – CHANGES IN WORKING CONDITIONS**

Changes in existing hours and other conditions, consistent with collective bargaining obligations set forth by PERC, shall be subject to negotiation between the parties.

**ARTICLE 23 – CONFLICT OF CONTRACT AND ORDINANCE**

Where there is a direct and specific conflict in the terms of the Agreement and a specific County policy, this Agreement shall apply to members of these bargaining units.

**ARTICLE 24 – ENTIRE AGREEMENT**

This Agreement embodies the whole Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, except for written supplements to this Agreement executed subsequently thereto.

**ARTICLE 25 – FULL OPPORTUNITY TO BARGAIN**

Both parties acknowledge that each party had full and complete opportunity to present proposals and negotiate on all aspects of wages, hours and working conditions, and negotiation are concluded for the term of this Agreement.

**ARTICLE 26 – DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2022, and shall remain in effect through December 31, 2024, unless extended by mutual agreement of both parties, except as expressly provided herein. Either party desiring to negotiated a successor Agreement may do so by notifying the other party not less than ninety (90) days prior to the expiration of the Agreement.

SKAMANIA COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11



Richard Mahar, Chair



Maureen Goldberg, Executive Officer/Secretary-Treasurer



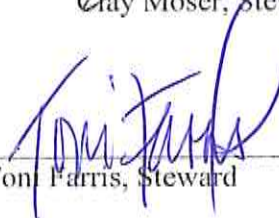
Robert Hamlin, Commissioner



Clay Moser, Steward



Tom Lannen, Commissioner



Tom Farris, Steward

Date 2/15/22


Date 2/9/22

APPROVED AS TO FORM ONLY:



Adam Kick, Prosecuting Attorney

ATTEST:



Debbie Slack, Clerk of the Board



**SCHEDULE "A"**

The wage scale represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year.

<b>2022 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
18	Food Services Manager	\$3,730.00	\$3,898.00	\$4,073.00	\$4,257.00	\$4,448.00
20	Noxious Weed Coordinator	\$4,068.00	\$4,251.00	\$4,442.00	\$4,642.00	\$4,851.00
21	Community Health Office Manager	\$4,250.00	\$4,441.00	\$4,641.00	\$4,850.00	\$5,068.00
	Public Works Office Manager					
	Road Maintenance Foreman					
23	Adult Probation Officer	\$4,639.00	\$4,848.00	\$5,066.00	\$5,294.00	\$5,532.00
	Manager of Cultural Events					
	Noxious Program Administrator					
24	Manager of Building and Grounds	\$4,846.00	\$5,064.00	\$5,292.00	\$5,531.00	\$5,779.00
25	Senior Services Program Manager	\$5,062.00	\$5,289.00	\$5,527.00	\$5,776.00	\$6,036.00
26	Solid Waste Manager	\$5,293.00	\$5,531.00	\$5,780.00	\$6,040.00	\$6,312.00
27	Road Superintendent	\$5,530.00	\$5,779.00	\$6,039.00	\$6,310.00	\$6,594.00
	Building Official Fire Marshall					
29	Data and Finance Officer	\$6,040.00	\$6,312.00	\$6,596.00	\$6,893.00	\$7,203.00
	Behavioral Health Manager					
32	Nurse Manager	\$6,901.00	\$7,211.00	\$7,536.00	\$7,875.00	\$8,229.00
	Deputy Director Manager					

<b>2023 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
18	Food Services Manager	\$3,842.00	\$4,015.00	\$4,196.00	\$4,384.00	\$4,582.00
20	Noxious Weed Coordinator	\$4,190.00	\$4,378.00	\$4,575.00	\$4,781.00	\$4,996.00
21	Community Health Office Manager	\$4,378.00	\$4,575.00	\$4,780.00	\$4,996.00	\$5,220.00
	Public Works Office Manager					
	Road Maintenance Foreman					
23	Adult Probation Officer	\$4,779.00	\$4,994.00	\$5,218.00	\$5,453.00	\$5,698.00
	Manager of Cultural Events					
	Noxious Program Administrator					
24	Manager of Building and Grounds	\$4,992.00	\$5,216.00	\$5,451.00	\$5,696.00	\$5,953.00
25	Senior Services Program Manager	\$5,213.00	\$5,448.00	\$5,693.00	\$5,949.00	\$6,217.00
26	Solid Waste Manager	\$5,452.00	\$5,697.00	\$5,953.00	\$6,221.00	\$6,501.00
27	Road Superintendent	\$5,696.00	\$5,952.00	\$6,220.00	\$6,500.00	\$6,792.00
	Building Official Fire Marshall					
29	Data and Finance Officer	\$6,221.00	\$6,501.00	\$6,794.00	\$7,100.00	\$7,419.00
	Behavioral Health Manager					
32	Nurse Manager	\$7,108.00	\$7,428.00	\$7,762.00	\$8,111.00	\$8,476.00
	Deputy Director Manager					

**SCHEDULE "A" - CONTINUED**

The wage scale represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year.

<b>2024 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>18</b>	Food Services Manager	\$3,957.00	\$4,135.00	\$4,321.00	\$4,516.00	\$4,719.00
<b>20</b>	Noxious Weed Coordinator	\$4,315.00	\$4,510.00	\$4,712.00	\$4,925.00	\$5,146.00
<b>21</b>	Community Health Office Manager Public Works Office Manager Road Maintenance Foreman	\$4,509.00	\$4,712.00	\$4,924.00	\$5,145.00	\$5,377.00
<b>23</b>	Adult Probation Officer Manager of Cultural Events Noxious Program Administrator	\$4,922.00	\$5,143.00	\$5,375.00	\$5,617.00	\$5,869.00
<b>24</b>	Manager of Building and Grounds	\$5,142.00	\$5,373.00	\$5,615.00	\$5,867.00	\$6,131.00
<b>25</b>	Senior Services Program Manager Solid Waste Manager	\$5,370.00	\$5,611.00	\$5,864.00	\$6,128.00	\$6,404.00
<b>26</b>	Road Superintendent	\$5,615.00	\$5,868.00	\$6,132.00	\$6,408.00	\$6,696.00
<b>27</b>	Building Official Fire Marshall Data and Finance Officer	\$5,867.00	\$6,131.00	\$6,406.00	\$6,695.00	\$6,996.00
<b>29</b>	Behavioral Health Manager Nurse Manager	\$6,408.00	\$6,696.00	\$6,998.00	\$7,313.00	\$7,642.00
<b>32</b>	Deputy Director Manager	\$7,321.00	\$7,650.00	\$7,995.00	\$8,354.00	\$8,730.00