

WORKING AGREEMENT

by and between

GRANT COUNTY

and

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL NO. 280

GRANT COUNTY SOLID WASTE

JANUARY 1, 2012

TO

DECEMBER 31, 2014

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PREAMBLE

This Agreement is made and entered into by and between Grant County, hereinafter referred to as the "Employer," and International Union of Operating Engineers, Local No. 280, hereinafter referred to as the "Union," has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of these departments, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in these departments of County government.

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all full-time employees of the Grant County Solid Waste Department in Case No. 1054-E-77-202. Excluded from the Union are the Director of Public Works, Assistant Director of Public Works, supervisory personnel, confidential personnel and temporary/seasonal employees.

ARTICLE 1 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogatives includes but is not limited to the following matters:

- 1.1 The right to establish and institute any and all work rules and procedures upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt, as well as administer, personnel rules and policies which cover matters not specifically described in this Agreement. Further, the Employer has the right to make changes and/or modifications to personnel rules

and policies, and employee(s) shall abide by said changes. All personnel rules and policies developed by the Employer which are intended to be applicable to Union members shall be in written form and either posted on appropriate bulletin boards and/or provided to affected employees and the Union.

- 1.2 The right to schedule any and all work and overtime work, and any and all methods and processes by which said work is to reasonably performed, in a manner most advantageous to the Employer and consistent with the requirements of the public interest and safety.
- 1.3 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 1.4 The right to discipline any and all employees as provided in the disciplinary article of this Agreement.
- 1.5 The right to make any and all determinations as to the size and composition of the work force.
- 1.6 The parties understand and agree that incidental duties reasonably connected with bargaining unit work not necessarily enumerated in job descriptions shall nevertheless be performed by employees when requested to do so by the Employer.
- 1.7 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out County services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.
- 1.8 The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.
- 1.9 The Employer has the right to assign employees in accordance with the provisions of this Agreement.

- 1.10 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, officer, branches, operations or facilities.
- 1.11 Past Practices: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar days' notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the Employer's proposed change to past practice. The notification and opportunity to negotiate shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

ARTICLE 2 - NONDISCRIMINATION

- 2.1 The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges, or employment because of race, color, religion, national origin, marital status, age, sex, mental, physical or sensory handicap, except as allowed or provided by law.
- 2.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 - DUES CHECKOFF

The Employer agrees to deduct the Union membership initiation fees, and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, the dues to be remitted to the Union Office.

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 It shall be a condition of employment that each employee of the Employer covered by this Agreement who is a member of the Union in good standing on the effective date of this Agreement shall remain a member in good standing, and any employee who is not a member on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that each employee covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain a member in good standing in the Union.
- 4.2 If the Union notifies the Employer in writing that an employee is not in good dues standing in the Union and such employee fails to pay or tender the dues required to place him in good standing within five (5) days after the Employer receives notice, the Employer will discharge said employee.

ARTICLE 5 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

- 5.1 With prior notification to the Employer, duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions; provided, however, that no undue interference with the work of the employees or the proper operation of the Employer shall result.
- 5.2 The Union agrees that Union business conducted by Union stewards or other Union members, including the investigation of grievances, shall occur during non-working hours (*e.g.*, coffee breaks, lunch periods, and before and after shift). When it is not possible to transact such business during non-working periods, the Employer may allow the steward, on request, a reasonable amount of time during working hours to perform such functions.
- 5.3 The Employer shall allow one (1) Union steward to attend negotiating meetings with the County's representatives without loss of pay, relative to pursuing contract renewal and negotiations; provided, however, that this shall apply to no

more than three (3) meetings each bargaining season. Additional time may be authorized, upon reasonable request, without pay.

ARTICLE 6 - NEGOTIATIONS

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

ARTICLE 7 - DEFINITIONS

The following definitions apply throughout the Contract unless the context clearly indicates another meaning:

- 7.1 Regular Employees: An employee who has successfully completed a probationary period of six (6) months of continuous employment with the Employer within the same department and has had no breaks in service.
- 7.2 Probationary Employee/Probationary Period: A full-time employee who has less than six (6) months of continuous service , or a part-time employee (defined in 7.3 below) who has less than one thousand (1,000) hours of continuous service, with the Employer is considered probationary. The probationary period may be extended at the sole discretion of the employer, for up to an additional three (3) months for a full-time employee or an additional three hundred (300) hours for a part-time employee. A probationary employee is subject to discharge/termination without cause and without recourse.
- 7.3 Part-time Employee: A part-time employee is one who is employed in a budgeted position and is regularly scheduled and works less than forty (40) hours per week but more than twenty (20) hours per week. Part-time employees are paid on a prorated basis at the rate of the applicable classification. Part-time employees are eligible to earn and accrue annual leave and sick leave on a pro rated basis. Part-time employees are eligible for prorated holiday pay. The Employer will pay the premium for health insurance benefits for employee only. Employees who wish to insure their dependents will pay the premiums for the dependent insurance through payroll deduction. Employees must work a

minimum of eighty (80) or more hours per month to maintain their eligibility for health insurance benefits.

7.4 Temporary or Seasonal Employee: Any employee other than those previously defined. The purpose of such employees is to provide assistance to complete seasonal temporary projects, assist in peak workloads and other temporary/seasonal work needs of the Employer. Temporary or seasonal employees shall be paid on an hourly basis only and shall not receive any benefits except, as they may be applicable under Washington State Department of Retirement Systems rules for retirement contributions.

7.5 Definitions:

- A. "ANNIVERSARY DATE" means the original date of hire for regular full-time employees as adjusted by leave without pay in excess of ninety (90) days or a break in service. Anniversary date is also subject to compliance with Sections 7.1 and 7.2 above.
- B. "CALL BACK" means two (2) hours minimum at the rate of time and one-half (1.5) for those situations in which an employee is instructed to return to work or as otherwise indicated.
- C. "DISCHARGE" means the termination of employment.
- D. "FULL-TIME EMPLOYMENT" means regularly scheduled employment on an average of forty (40) hours per week.
- E. "HOLIDAYS" means paid-non-work days for County employees as specified in the Holiday article.
- F. "OVERTIME" means work previously authorized by the elected official or department head and performed in excess of the scheduled work day or in excess of forty (40) hours in a work week.
- G. "POSITION" is a description of duties and responsibilities assigned to an employee. A position may be filled or vacant as determined by the Board, elected official or department head. Said position may be full-time, part-time.

- H. "DEPARTMENT HEAD" means elected official and/or appointed department head.

ARTICLE 8 - JOB POSTING

- 8.1 If a position becomes available in a department, the position will be posted at all department reporting locations and on the main bulletin board of the Courthouse for a period of five (5) working days, except in the event of an emergency. In the event of an emergency, the department head has the right to fill said position immediately without any job posting. After the emergency is over, the department head will post for the position in accordance with the provisions of this Article. In normal circumstances, employees within the department in which the position vacancy occurs will be provided first consideration for the position if they are qualified as determined by the department head. If the department head determines there are no qualified employees within the department, then employees in other County departments will be provided the opportunity to fill the vacant position, subject to the department head's determination as to the qualifications of those employees. If the department head determines that it is in the best interests of the particular department to advertise and seek applicants from outside current County employees, the Employer has the right to advertise and seek outside applications along with current County employee applications without any obligation to provide preference and/or first consideration to existing County employees within the department and/or outside the affected department. The department head shall have the right to determine which applicant is the best qualified for the position regardless of whether the applicant is a current County employee or outside of current County employment.
- 8.2 The Employer shall post all vacancies within thirty (30) days after the vacancy occurs or declare the position shall remain vacant.
- 8.3 The provisions of this article do not apply to promotional positions such as supervisory positions.

ARTICLE 9 - BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area to be used by the Union.

ARTICLE 10 - SENIORITY

10.1 Seniority shall mean an employee's continuous length of service from most recent date of hire subject to adjustments of the anniversary date and seniority date based on leaves of absence without pay of greater than ninety (90) days. If an employee is absent from work on leave of absence without pay for a period greater than ninety (90) days, then the anniversary date and seniority date will be revised on a day-for-day basis thereafter. Seniority shall not apply until an employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

10.2 A probationary period of six (6) months shall be required of all new employees. During the probationary period, employees may be terminated/discharged without cause and without recourse at the discretion of the department head. Written notice may be provided thereafter.

Employees who are promoted will serve a work performance probationary period of up to three (3) months. If at the end of the work performance probationary period the promoted employee either chooses to return to his/her former position or is informed by the Employer that he/she did not satisfactorily complete his/her trial service period, he/she shall be returned to his/her former position. If the return is based on the Employer's decision, it can be implemented based on no cause and said employee shall have no recourse whatsoever.

10.3 Seniority shall terminate if an employee is discharged/terminated, resigns, retires, is laid off for a period greater than six (6) consecutive months and/or is on an unexcused absence of three (3) or more days in duration.

- 10.4 Subject to the provisions of Article 8, seniority will be considered along with qualifications when positions are vacated and the department head determines that said vacancy should be filled or when new positions are created.
- 10.5 Employees shall have been employed for a continuous period of six (6) months as a probationary employee before they become regular employees entitled to seniority rights. Further, the parties may by mutual written agreement extend the probationary period for up to an additional three (3) months.
- 10.6 If and when the Board of County Commissioners and/or department head determines it is necessary to lay off an employee or employees within a department, the last employee hired in the affected job classification within the department will be the first laid off within said department. This person will be placed on a recall list and will be eligible to be rehired for a period of six (6) months from the date of the layoff providing said person is qualified for the position as determined by the department head. In the event the anniversary date of employees is the same date, then the employee with the least seniority will remain in a lay-off situation.
- 10.7 Seniority will be maintained during leave of absence, provided the leave does not exceed ninety (90) days. Thereafter, seniority will be adjusted day to day.
- 10.8 In the event two (2) employees are hired on the same day, the employee with the earliest birthday will be the senior employee.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 Regular Work Hours: The Employer will determine regular hours of work each day. References to hours of work shall be construed to include rest breaks but shall not include lunch breaks.
- 11.2 Regular Shift and/or Work Week: The Employer will determine the work shifts and/or work weeks which shall normally consist of five (5) consecutive eight (8) hour days, Monday through Sunday, inclusive. Any previously authorized time worked in excess of the scheduled workday or in excess of forty (40) hours in a workweek will be considered overtime and will be compensated at the time and one-half (1.5) rate. If the Employer determines that the regular work shift and/or

work week needs to be changed, then the Employer will provide two (2) work weeks of notice prior to the change being effective, except in the event of an emergency, in which case no notice is required. The Employer agrees to discuss the proposed change in regular work shift with the Union prior to implementation, but this discussion shall not constitute an obligation to bargain about the changes or their effects. The first employee hired in the affected job classification within the department will be given the first right or the first refusal of overtime hours within said job classification within the department. In the event the anniversary date of employees is the same date, then the employee with the earliest birthday will be given the first right or the first refusal of overtime hours.

- 11.3 Regular Work Day: Eight (8) consecutive hours of work within the twenty-four (24) hour period, as determined by the Employer, will constitute the normal regular work day. The Employer/department head will determine the starting and quitting times. The employee's lunch period of one-half (.5) hour is on the employee's own time. The Employer has the right to alter the starting and quitting times of work days, provided a minimum of two (2) work days notice is provided to the affected employees regarding the changes, except in the event of an emergency. In the event of an emergency, the Employer may immediately alter starting and quitting times without any notice.
- 11.4 Call-Back: Employees called back to work after they have left the work premises will receive a minimum of two (2) hours pay at the time and one-half (1.5) rate; provided, however, only time actually worked shall count towards the overtime threshold. Employees are only eligible for call-back when the Employer has granted prior approval of the call back which is for unscheduled or emergency circumstances.
- 11.5 Compensatory time shall be administered in accordance with relevant provisions of the Fair Labor Standards Act. Compensatory time off will be at the rate earned. An employee may elect to receive compensatory time off in lieu of overtime pay, to be scheduled by mutual agreement between the employee and the Department Head at a time that will not restrict the County's ability to meet necessary work requirements.

ARTICLE 12 - JOB CLASSIFICATION AND WAGES

- 12.1 The classifications, band/range, steps and rates of pay shall be as provided in the 2002 Classification and Compensation Study. The administration of the evaluation process shall be carried out consistent with the Classification and Compensation Study as determined by the Board of County Commissioners. Addendum A is a description of the salary and pay plan administration process. Addendum B is the 2012 pay plan as calculated and administered by the Director of Human Resources. Addendum "B" reflects the 2012 salary schedule as calculated and administered by the Director of Human Resources. Addendum "B" reflects no general increases to the 2011 salary schedule for 2012. The terms and conditions relating to restarting the pay steps shall be based on the mutual written agreement of the parties. The Compensation Plan Salary Structure inclusive of all steps shall be calculated and administered by the Director of Human Resources. This section, Addendum A and Addendum B are not subject to the grievance procedure.
- 12.2 Effective January 1, 2012 the applicable and affected 2012 wage classifications will remain at their 2011 levels as determined by the Board of County Commissioners and as calculated and determined by the Director of Human Resources. Effective January 1, 2012, eligible employees whose steps have been frozen and who are eligible to receive a step in accordance with the provisions of this section and Addendum A and B shall receive one step in the step progression. This step shall be reflected for each eligible employee on the first payroll in 2012 regardless of individual anniversary dates. New employees eligible for a step shall receive one step either on their 6 month or 1 year anniversary date but not both due to the serious budgetary constraints on the County without any general increase (COLA) applied to the pay plan and steps. Addendum A and Addendum B will be updated as determined by the Director of Human Resources. There will be wage and step re-openers for 2013 and 2014.

In lieu of no COLA increase Effective for 2012 only, the employer will grant employees who are currently at a Step 7 on the Step Table and not eligible for a Step increase 40 hours of discretionary leave to be used in 2012 only. This discretionary leave shall be requested and granted consistent with County Policies on requesting accrued leave. This discretionary leave is to be used in 2012 only and will not carry over into subsequent years. Part time employees

eligible for this discretionary leave shall be granted a pro-rated amount of leave in accordance with the number of hours worked.

- 12.3 In the event a new position is created, the Employer has the right to develop and establish the new position. The classification and wage rate will initially be established by the Employer through the salary evaluation process, and the Union will be notified of this classification and wage rate. If the Union disagrees with the classification/wage rate, then the parties agree to meet and negotiate only with respect to the classification/wage rate. This section is not subject to the grievance procedure.
- 12.4 Employees become eligible for longevity pay after serving for a continuous year. After serving the continuous year, each employee will be eligible to receive longevity compensation at the rate of eleven dollars and seventy-two cents (\$11.72) per month per year of service. The maximum any employee is eligible for is twenty (20) years of continuous service. At twenty (20) years, the maximum monthly longevity pay an employee would be eligible for is two hundred thirty four dollars and forty cents (\$234.40). As an example, if an employee were continuously employed for ten (10) years by Grant County, the employee would be eligible for one hundred seventeen dollars and twenty cents (\$117.20) per month longevity pay.
- 12.5 Landfill Operators Certification: Landfill Operators will be eligible for certification pay of \$35.00 per month beginning in the month following successful completion of the testing and certification requirements. Certification pay will continue for that period during which the employee maintains their certification. The Employer will pay the testing fee for initial certification and the re-testing fee every three years. Study time related to the testing/certification/pre-testing process shall be on the employee's own time. If an employee fails the testing and/or re-testing process, then the \$35.00 certification pay shall be immediately discontinued.
- 12.6 Payroll distributions shall be through Direct Deposit as long as there is no cost to the employee. When there is a fee or cost associated with direct deposit, the employee will be offered a choice of direct deposit or a payroll check. The employer will ensure deposits are made and available to the employee on the established pay day.

ARTICLE 13 - HOLIDAYS

13.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floater - TBD
Labor Day	

See attached Addendum C – Grant County Holidays Observed 2012-2014. This Addendum is not intended to alter the provisions of this Article and does not result in the removal of the floating holiday. This Addendum addresses the dates on which the designated days will be recognized by Grant County.

The Floating Holiday will be scheduled in accordance with past practice subject to the Director's determination of work requirements and needs of the Solid Waste Department.

- 13.2 Regular full-time employees shall receive eight (8) hours holiday pay for each of the holidays listed above on which they perform no work. Regular part-time employees will be paid holiday pay at their appropriate prorated percentage based on the number of hours regularly scheduled to work for each of the holidays listed above on which they perform no work. Part-time employees or full-time employees working over eight (8) hour shifts (*i.e.*, four (4) ten (10) hour shift(s)) will be required to use annual leave as necessary for a full "day's" holiday compensation.
- 13.3 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.
- 13.4 If a holiday falls on a non-work day, the succeeding work day shall be observed as the paid legal holiday.
- 13.5 Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 13.6 Any regular full-time or part-time employee required to work on a holiday shall receive his/her regular rate of pay plus two (2) times the regular rate.
- 13.7 Any regular full-time or part-time employee shall not be eligible to use a floating holiday while they are on probation. If they do not complete probation, then said floating holidays shall be forfeited.
- 13.8 In addition to the Landfill being closed on the Thanksgiving, Christmas and New Year's Day Holidays, beginning 2011, the Landfill shall also close on the 4th of July, Memorial Day and Labor Day Holidays.

ARTICLE 14 - ANNUAL LEAVE

- 14.1 Annual leave with full pay is allowed to an employee working on a regular full-time monthly basis who has been in the continuous employ of the County six (6) months or more and to part-time employees who are employed on a regular schedule of not less than one (1) year. Such leave is in addition to holidays.
- 14.2 Annual leave is earned at the rate of eight (8) hours for each completed month of full-time service, up to a maximum of ninety-six (96) hours per year, or in the case of part-time employees, at that fractional part of vacation that the total number of hours of employment bears to the total number of hours of full-time employment. Annual leave may be accumulated to a total of two hundred (200) hours above the current year's accrual; provided, however, all unused annual leave in excess of two hundred (200) hours as of December 31 of any year shall lapse. In no event will an employee be entitled to any more than two hundred (200) hours annual leave paid at the time an employee leaves the County (retirement, resignation and/or discharge/ termination). Annual leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue annual leave.
- 14.3 Annual leave accumulated at the end of six (6) months service in a department by full-time employees may be taken in the following month or subsequent month upon the mutual agreement of the employee and the department, taking into consideration the seniority of service of the employee.

Upon completion of the probationary period, an employee's leave record will be credited with the appropriate annual leave. If the employee does not successfully complete the probationary period, annual leave is not earned and not payable.

- 14.4 Annual leave to be taken when it will least interfere with the work of the department as determined by the head of the department. Annual leave may be used for sick leave at the employee's discretion.
- 14.5 Additional annual leave hours are earned by employees whose employment is continuous and satisfactory. These hours are credited to the employees on the employee's anniversary date as follows:

<u>Years of Continuous Service</u>	<u>Additional Hours</u>
2	8
3	24
5	40
10	56
15	80

- 14.6 Leave without pay may be granted under the following conditions:
- A. Subject to mutual agreement between the employee and department head.
 - B. Subject to the work load or service requirements in the department as determined by the department head.
 - C. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.
 - D. All leaves without pay are subject to review by the Board of Commissioners.

- E. Employees on leave without pay are not entitled to accrue any benefits, seniority and/or time in service rewards. These employees will be responsible to pay for their own insurance benefits while on leave without pay if they elect to continue said insurance.

ARTICLE 15 - SICK LEAVE

- 15.1 Leave with pay allowed employees working on a regular monthly basis who are absent from work for any of the following reasons:
 - A. Because of and during illness or injury incapacitating the employee to perform his/her duties.
 - B. By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public.
 - C. Because of illness, or death in the immediate family requiring the attendance of the employee (family includes only the following persons related by blood, marriage, or legal adoption, in the degree of grandparents, parents, wife, husband, brother, sister, child or grandchild, or any relative living in the employee's household).
 - D. Bereavement Leave: In case of death in the immediate family, up to twenty-four (24) hours with pay will be granted. Additional days may be granted for travel at the employee's request. Additional days granted will be deducted from earned sick leave days.
 - E. An employee may use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
- 15.2 Sickness, if reported to the immediate supervisor at the beginning of any such leave. Upon return to work an employee submits a formal request for approval of leave so taken. A medical certificate may be required for absence in excess of three (3) consecutive days.

- 15.3 Sick leave is accrued at the rate of eight (8) hours for each completed month of service and is accumulated at a total of nine hundred sixty (960) hours after which time it lapses month by month. Sick leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue sick leave.

An employee accrues eight (8) hours during the initial month of employment if the employee is placed on the payroll on or before the fifteenth (15th) of the month and actually works continuously through the end of the month. An employee terminating the employment relationship with Grant County accrues no sick leave time during the month of termination unless the individual is in pay status through the fifteenth (15th) of the month of termination.

- 15.4 All accumulated sick leave is canceled automatically when an employee is separated from service but is restored when an employee is re-appointed to the same department or is employed by another department within twelve (12) months from the date of separation from service.

- 15.5 Fifty percent (50%) of the accumulated sick leave may be paid as severance pay where severance is made as a result of retirement under Social Security retirement; twenty-five percent (25%) payment of accumulated sick leave in event of termination by the employee in good standing after ten (10) years of continuous service; one hundred percent (100%) payment of accumulated sick leave up to nine hundred sixty (960) hours in the event of the employee's death. All of these provisions are subject to the application of Section 15.6 below.

- 15.6 For employees under the PERS I retirement system the following provisions shall be applicable instead of the provisions contained in Section 15.5. This provisions was effective as of January 1, 1985.

Under the terms of SHB-843, the following shall prevail: In the event of separation due to retirement, an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. An employee will be paid for accumulated sick leave as outlined above, less that accumulated during the highest consecutive twenty-four (24) months of compensation. The provisions of this paragraph shall become effective January 1, 1985.

That sick leave accumulated during the twenty-four (24) months will be a separate bank, and the employee may utilize that bank hours for sick leave only and will not receive any compensation for unused hours at date of termination of employment.

ARTICLE 16 - MILITARY LEAVE

- 16.1 In the case of military leave, the County abides by the provision of the laws of the State of Washington (RCW 38.40.060); employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) working days with pay during each year beginning October 1st through September 30th the following year, while engaged in the performance of ordered military duty. Any days taken beyond twenty-one (21) work days may be charged as annual leave; during the time he/she is on such leave, the employee shall receive his/her regular pay plus the amount of his/her military pay.
- 16.2 Employees enlisting or entering the military of the United States pursuant to the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA), as amended, will be entitled to those rights and privileges which are mandated by the Act.

ARTICLE 17 - CIVIL LEAVE / JURY LEAVE

Civil Leave / Jury Leave – The Department Head/Elected Official shall allow any necessary leave supported via official summons or subpoena to permit an employee to serve on a jury or to participate in a deposition or court hearing that happened while the employee was performing work for the county. However, this does not pertain to any summons, subpoena, deposition, court hearing, etc., which is personal to the affected employee. When such leave is granted, compensation is paid by the department/office for the time absent only in the amount which exceeds the compensation received for the approved jury leave not to exceed a normal day's pay. If an employee does not receive pay, they must remit their fees received for their service to the county. When an employee is released from jury duty said employee shall immediately report to work. Hourly non-exempt employees will only be paid for time actually performing the service, including travel time. If the service lasts for less than a

half day of work, the employee must return to work. If the service lasts for longer than a half day of work, the employee may, but will not be required to, return depending upon service location and travel time.

ARTICLE 18 - MATERNITY / PATERNITY LEAVE

- 18.1 Maternity leave, not to exceed six (6) months, may be granted at the request of the employee. Maternity leave may, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months. Maternity leave is without compensation after sick leave has been exhausted. The employee must take or use their sick leave and annual leave prior to becoming eligible to take leave without pay.
- 18.2 When an employee is on maternity/paternity leave without compensation after having exhausted sick leave and annual leave, said employee shall be responsible for paying for their medical insurance. Additionally, their time in service for purposes of benefit accrual of any type will be adjusted day for day after an absence of greater than ninety (90) days on leave without pay.

ARTICLE 19 - EDUCATIONAL LEAVE

A department head may allow employees to attend meetings (other than official departmental meetings) which are of direct concern to the department, providing the office is adequately staffed during regular office hours. Time allowed for such leave and provisions for expenses are at the discretion of the department head.

ARTICLE 20 - HEALTH AND WELFARE

- 20.1 Medical coverage shall commence on the first day of the month following completion of sixty (60) days of satisfactory performance for regular full-time employees and regular part-time employees.
- 20.2 This benefit is available to employees who have worked eighty (80) hours during the preceding month.

20.3 Effective for 2012, 2013 and 2014, the employees will have access to two (2) insurance plans. Either the Core Plan (Option 2) or the Buy-Up Plan (Option 1).

Core Plan (Option 2) Premium Share Contributions
Effective beginning January 1, 2009:

Employee Only Tier:

<u>Employer Portion</u>	<u>Employee Portion</u>
100%	0%

All Dependent Tiers:

<u>Employer Portion</u>	<u>Employee Portion</u>
85%	15%

Employer will pay toward the Core Plan (Option 2) one hundred percent (100%) of the funding level as established by the board for the employee-only tier. The Employer will pay eighty-five percent (85%) of the funding level as established by the board for the Core Plan (Option 2) for all dependent tiers, and employees shall pay fifteen percent (15%) of the dependent funding level by payroll deduction.

Core Plan (Option 2) – Dependent Tier Example: If the employee chose the Core Plan (Option 2) Employee and Spouse coverage, and the Core Plan (Option 2) funding level for Employee and Spouse is \$784.02 per month, and the Core Plan (Option 2) funding level for employee only is \$390.42, the employee pays \$59.04 per month for spouse coverage by payroll deduction. ($\$784.02 - \$390.42 = \$393.60 \times 15\% = \59.04).

Buy-Up Plan (Option 1) Premium Share Contributions
Effective beginning January 1, 2009

Employer and Employee premium share contributions for the Buy-Up Plan (Option 1) are derived from the Employer and Employee premium share contributions of the Core Plan (Option 2) funding levels shown above. The Employer will contribute the equivalent value of the Core Plan (Option 2) premium share contribution toward the Buy-Up Plan (Option 1) premiums. Any amounts exceeding the Core Plan (Option 2) funding level Employer

contribution shall be the sole responsibility of the employees and shall be paid by payroll deduction.

Buy-Up Plan (Option 1) – Employee Only Example: If an employee chose the Buy-Up Plan (Option 1) and the funding level for employee only is \$433.41 per month, and the Core Plan (Option 2) funding level for employee only is \$390.42 per month, then the employee shall pay the difference of \$42.99 per month by payroll deduction. ($\$433.41 - \$390.42 = \$42.99$).

Buy-Up Plan (Option 1) – Dependent Tier Example: If an employee chose the Buy-Up Plan (Option 1) for Employee and Spouse coverage and the funding level is \$872.57 per month, and the Core Plan (Option 2) funding level for Employee and Spouse coverage is \$784.02, then the employee would pay \$59.04 per month (15%) based on the Core Plan (Option 2) contributions; and the employee is responsible for paying an additional amount of \$88.55 for a total of \$147.59 per month by payroll deduction. ($\$872.57 - \$784.02 = \$88.55 + \$59.04 = \$147.59$).

If the employee selects the Buy-Up (Option 1), then the employee pays all amounts above the employer eighty-five percent (85%) based on the Core Plan (Option 2) only.

All calculations shall be determined by the Human Resources Director.

Effective January 1, 2013, the same contribution approach as used in 2012 above shall be implemented. All calculations shall be determined by the Human Resources Director.

Effective January 1, 2014, the same contribution approach as used in 2013 above shall be implemented. All calculations shall be determined by the Human Resources Director.

- 20.4 If there is a need to further modify coverages, premium structures, benefit levels and/or contribution levels, as determined by the Employer taking into consideration recommendations of the Insurance Committee and Broker of Record, the Employer will provide as much notice as practicable and allow the Union representative the opportunity to bargain regarding said changes. Should the Union representative and Employer be unable to bargain a satisfactory

resolution of any issues raised regarding modification of coverages, premium structures, benefit levels and/or contribution levels within thirty (30) days after the notice to the Union representative, the Employer shall have the right to modify coverages, premium structures, benefit levels and/or contribution levels.

- 20.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 20.6 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee are not grievable by the Union and/or the employee so long as the dispute was not as a result of action by the Employer.

ARTICLE 21 - SAFETY EQUIPMENT

- 21.1 The Employer shall furnish and launder up to two (2) pairs of coveralls per week per employee for all employees required to wear them in their job assignment. The Employer shall furnish required safety equipment (except steel-toed footwear) at no cost to the employee, provided further the employees shall wear and use the required safety equipment in accordance with standards of safety and failure to do so may result in disciplinary action, including termination.
- 21.2 The Employer shall pay three hundred dollars (\$300.00) per year to each employee as a clothing allowance. Said payments shall be included in the employee's payroll check for the month of February, provided the employee is full-time and has been employed by the County for the preceding six (6) month period.
- 21.3 The Employer will select and maintain a supply of gloves for use by land-fill personnel in the performance of their duties. Gloves so issued shall remain at the land-fill site at the end of each work shift, unless otherwise authorized. Employees desiring to repair or replace damaged gloves shall present them to the appropriate supervisor for inspection. The decision to repair or replace gloves shall rest with the Employer.

ARTICLE 22 - DISCIPLINE

22.1 The Employer may discipline an employee for just cause, inclusive of but not limited to the following:

- A. Neglect of duty;
- B. Inefficiency;
- C. Insubordination;
- D. Incompetence;
- E. Insolence;
- F. Conviction of a crime (felony);
- G. Malfeasance or misfeasance;
- H. Gross misconduct;
- I. Violation of Employer ordinances, directives, administrative management rules, and regulations inclusive of personnel policies where applicable.
- J. Conflict of interest between off-duty activities and official duties;
- K. Tardiness and/or absenteeism (3 or more unexcused absences);
- L. Harassment of any kind (actions that create an intimidating, abusive and/or hostile work environment);
- M. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's blood, breath or urine, consuming alcohol and/or illegal/controlled substances at work, selling and/or distributing alcohol and/or illegal/controlled substances at work in accordance with the Drug and Alcohol Policy;
- N. Violation of the Drug and Alcohol Policy;
- O. Dishonesty.

22.2 The Employer may discipline any employee for just cause. If the County has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension without pay,
- D. Termination.

The discipline imposed shall be in relationship to the seriousness of the offense as determined by the Employer. The Employer may impose progressive discipline in order of increasing severity from oral reprimand to discharge but shall not be required to follow progressive discipline where the Employer makes a determination that the circumstances warrant immediate imposition of a more severe form of discipline.

- 22.3 The employer may suspend without pay or terminate an employee only for just cause. Prior to making a decision to suspend without pay or terminate, the Employer shall advise the employee of the reasons or charges and provide the employee the opportunity to respond to such information at a pre-disciplinary action meeting. The Employer shall make available the specified charges in writing at least three (3) calendar days prior to the meeting. The Employer shall provide a copy to the full-time official of the Union of said suspension without pay or termination for just cause.
- 22.4 When the Employer determines that circumstances are such that retention of the employee will likely result in disruption of County programs, damage to or loss of County property, or be injurious to the County employee, fellow employees or the services provided by the County, the Employer may suspend with pay pending the outcome of an investigation.
- 22.5 Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any disciplinary meeting at which the Employer intends to administer any form of discipline of his/her right to Union representation at that meeting.
- 22.6 Employees shall sign "written reprimands" as evidence only of having seen the written reprimand when employee are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it.
- 22.7 Written reprimands shall remain in an employee's personnel file for a period of no more than twenty-four (24) months. If an employee does not have any other written reprimands within the twenty-four (24) month period, then the letter of reprimand will be removed from the employee's personnel file, except if the misconduct or violation(s) relates to harassment, safety issues, potential liability to the Employer, and/or suspensions without pay and/or discharges wherein the

written reprimands were part of progressive discipline. However, if the employee has no other written reprimand within the twenty-four (24) month period, then both written reprimands shall remain in the personnel file for twenty-four (24) months from the date of the last written reprimand.

- 22.8 References, written facts and all documentation involving suspensions without pay and/or terminations shall remain permanently in an employee's personnel file.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.1 A grievance is defined as a question involving the interpretation, application or alleged violation of a specific provision of this Agreement.
- 23.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations unless waived or extended by mutual written agreement of the parties.
- 23.3 Filing of Grievance: If the Union and/or employee believes there may be a grievance regarding specific provisions of this Agreement, then the Union or the employee must file said grievance within thirty (30) calendar days of its occurrence. Failure to file the grievance within thirty (30) calendar days of its occurrence results in said grievance being forever waived and lost and no longer a grievance at any time. Failure to pursue a grievance to the next step for the grievance procedure results in the last response being the final and binding conclusion of the grievance. To be a valid grievance, the grievance must set forth the facts, the specific section(s) of the contract which were allegedly violated, and the specific remedy requested.
- 23.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee has the option of being accompanied by his/her Union representative if he/she feels that it is necessary. The immediate supervisor shall respond within three (3) working days of the meeting. If the immediate supervisor does not respond within three (3) working days or if the response is not satisfactory, then the Union may initiate a formal grievance in accordance with the provisions set forth herein below.

23.5 Employer Grievance: The Employer may initiate a grievance at Step 2 of the grievance procedure within thirty (30) calendar days from the date of the occurrence giving rise to the grievance. If the Employer files a grievance in accordance with this section, the Employer will present in writing, either by mail or in person, the basis of the grievance against the Union to the Union Representative within thirty (30) calendar days of the occurrence. Thereafter, the Union Representative shall respond in writing to the Employer within thirty (30) calendar days from the receipt of the grievance. If the Employer is not satisfied with the response of the Union Representative, the matter will be elevated to arbitration in accordance with the procedure contained in this article.

23.6 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's department head within thirty (30) calendar days from its occurrence. The department head shall respond in writing within thirty (30) calendar days after receiving said grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within thirty (30) calendar days of the response in Step 1 above, the grievance in written form shall be presented to the Board of County Commissioners. Thereafter, the Board of County Commissioners has the option of holding a hearing within a reasonable period of time, issuing a written decision without a hearing within thirty (30) calendar days of submission, or refer the matter to arbitration. If a hearing is held, the elected official/department head will be represented and the employee will be represented by a full-time official of the Union. If a hearing is held, the Board shall issue a written decision within thirty (30) working days from the date of the grievance hearing.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either the Union, the elected official/department head, or the Board of County Commissioners may refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within thirty (30) calendar days after receipt of the Step 2 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.
- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of seven (7) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of seven (7) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- d. Decision Time Limit: The Arbitrator will conduct the arbitration hearing within a reasonable time from the date of selection. The arbitrator shall issue a final decision within thirty (30) calendar days from the date of the hearing or receipt of the parties' briefs, if applicable.
- e. Limitation - Scope Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

- (ii) The arbitrator shall have the power to interpret and apply the provisions of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
 - (iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If a party requests a court reporter and/or transcription of the official record, said requesting party shall be responsible for paying for the cost of the transcription; provided, however, if the other party is going to rely on the record and/or transcription, then said party shall be responsible for one-half (.5) the transcription cost and their own copying cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
- f. Arbitration Award - Damages - Expenses:
- (i) The arbitrator shall not have the authority to award punitive damages.
 - (ii) Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case.

ARTICLE 24 - SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereon; provided, however, upon such invalidation that the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. It is hereby stipulated between the parties that this Agreement in no way abrogates any existing benefits currently enjoyed by the employees.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

The Drug and Alcohol Testing Policy and Procedures will be set forth in the "May, 2006 Grant County Policy & Procedure Manual" Policy.

ARTICLE 26 - STRIKES AND LOCKOUTS

- 26.1 Neither the Union nor its agents or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down, or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 26.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 26.3 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Agreement.

ARTICLE 27 - OTHER TERMS AND CONDITIONS

The employer will reimburse eligible employees' expenses associated with obtaining or renewing their required Medical Physical and Class "A" Commercial Drivers License (CDL). The employer will only allow for reimbursement once per licensure period. The reimbursement will only be for the cost of the physical and/or the license. Any additional incidental expenses associated with obtaining these will not be reimbursed.

ARTICLE 28 - ENTIRE AGREEMENT

The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no verbal or written agreement between the Employer and

the employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon, and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2012, except as otherwise indicated, and will remain in full force and effect until December 31, 2014.

The parties have agreed that each party may open on one non-economic topic for the 2013 term and the 2014 term of this agreement.

There will be wage and step re-openers for 2013 and 2014.

Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement the 19th day of March, 2012.

FOR THE EMPLOYER:

BOARD OF COUNTY COMMISSIONERS

By: Richard Stevens
Richard Stevens, Chairperson

By: Cindy Carter
Cindy Carter, Vice Chairperson

By: Carolann Swartz
Carolann Swartz, Commissioner

GRANT COUNTY PUBLIC WORKS
DEPARTMENT

By: Derek Pohle
Derek Pohle, Director of Public
Works/County Engineer

FOR THE UNION:

OPERATING ENGINEERS LOCAL NO.
280

By: Debbie Hendrick
Debbie Hendrick,
Business Manager

By: Corey R. Stratton
Corey Stratton, President

By: Don King
Don King,
Recording Corresponding Secretary

By: Bob Rayoum
Bob Rayoum, Shop Steward

ADDENDUM A
Salary Administration Procedure

A new hire will be placed at the appropriate salary range at step 1 based on the study and subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners. An employee will progress to step 2 after 6 months of successful service and, subsequently, to step 3 after another 6 months of successful service. Thereafter, incumbents will progress to next higher steps in *annual* increments until reaching range maximum.

Exceptions:

- New hires may be placed at rates above step 1 in rare instances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials. This may be done subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners.
- Present employees promoted into a job with a higher band allocation may be placed at the new salary range step that would result in a “promotional” salary increase subject to prior review and recommendation of the Human Resources Department and subject to prior approval by the Board of County Commissioners. Promotional salary increase means the step in the new salary range which provides the employee with an increase in pay not necessarily the same step as the prior salary range step.
- In rare instances, severe market pressures on specific jobs may be considered for recruitment of candidates in very high demand subject to prior review of the Human Resources Department and subject to prior approval by the Board of County Commissioners. Normally, a new recruit will not be placed in a salary step higher than any present incumbent in the same job class who is performing at a fully competent level except in circumstances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials to the job. This assessment is subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners.

Progression Increases:

Incumbents whose salary rate is in a step lower than step 7 and whose performance is entirely satisfactory on a continuing basis as determined by the Elected Official(s) or

Department Heads with review by the Human Resources Department, will progress to next higher step at annual salary adjustment time, until their salaries reach step 7.

First Year of Implementation:

Current persons will be paid at the band and step appropriate for their job and years of service in said job in accordance with the study results and subject to review by the Human Resources Department and subject to prior approval by the Board of County Commissioners. In cases where the person's current wage is higher than the appropriate step, such persons will be placed into the step which will result in a pay increase at implementation. Incumbents paid at step 7 at implementation will remain at this maximum rate of pay until a salary adjustment is made to the Grant County Salary Structure as determined by the Board of County Commissioners. Incumbents with over one year in their job and not paid at step 7 at implementation will progress to each next step after one year of successful service, as set forth in the Progression Increases section above, until step 7 is reached.

Persons with less than one year service, will progress through the Grant County Salary Structure in accordance with the old pay plan under which they were hired. For those employees hired prior to implementation of the new salary structure, the Employer will adhere to the old pay plan, even though this may mean that those incumbents will progress through the new salary structure in less than 5 years. Progression is subject to review by the Human Resources Department and subject to prior approval by the Board of County Commissioners.

Present persons whose current salary rates are higher than the adopted range maximum for their salary band will not receive a *salary decrease*. Their salaries will remain at their present rates until the salary range for their assigned band catches up to their present salary rates. Those persons may be considered for promotion to higher level positions when organizational conditions and an employee's qualifications warrant such allocation subject to review by the Human Resources Department and subject to prior approval by the Board of County Commissioners. (Editorial note: Increases in workloads or changes in the way that work is carried out or performed will not necessarily result in sufficient basis for reclassification.)

ADDENDUM B
2012 Pay Plan

The bands on the Pay Plan are those which apply to employees within the bargaining unit. Employees remain in the same band but may be eligible for a step increase subject to the provisions of Addendum A.

Position	Band
Landfill Attendant	3
Landfill Heavy Equipment Operator	7
Landfill Heavy Equipment Operator	7
Solid Waste Laborer	6
Solid Waste Laborer	6
Landfill Heavy Equipment Operator	7

The job title change from "Solid Waste Operator" to "Landfill Heavy Equipment Operator" does not modify the employee's current work/duties, nor does the new title modify the employee's current compensation. Employees will continue with the same duties and will continue at the same level of pay.

Wages for 2013 and 2014 are subject to the provisions of Section 12.2.

ADDENDUM C
GRANT COUNTY HOLIDAYS OBSERVED
2012 – 2013 - 2014

2012 Grant County Holiday's Observed	
New Years Day Observed	Monday, January 2nd 2012
Martin Luther King Jr. Day	Monday, January 16th, 2012
President's Day	Monday, February 20th 2012
Memorial Day	Monday, May 28th, 2012
Independence Day	Wednesday, July 4th, 2012
Labor Day	Monday, September 3rd, 2012
Veteran's Day	Monday, November 12th, 2012
Thanksgiving Day	Thursday, November 22nd, 2012
Friday After Thanksgiving	Friday, November 23rd, 2012
FLOATER	TBD
Christmas Day	Tuesday, December 25th, 2012
2013 Grant County Holiday's Observed	
New Years Day	Tuesday, January 1, 2013
Martin Luther King Jr. Day	Monday, January 21, 2013
President's Day	Monday, February 18, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Veteran's Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Friday After Thanksgiving	Friday, November 29, 2013
FLOATER	TBD
Christmas Day	Wednesday, December 25, 2013
2014 Grant County Holiday's Observed	
New Years Day	Wednesday, January 1, 2014
Martin Luther King Jr. Day	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Wednesday, July 4th, 2014
Labor Day	Monday, September 1, 2014
Veteran's Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Friday After Thanksgiving	Friday, November 28, 2014
FLOATER	TBD
Christmas Day	Thursday, December 25, 2014

