

EAST CBID

January 1, 2002 through December 31, 2004

AGREEMENT

between

EAST COLUMBIA BASIN IRRIGATION DISTRICT

and

COLUMBIA BASIN IRRIGATION COUNCIL

TABLE OF CONTENTS

Page

PREAMBLE

ARTICLE I GENERAL PROVISIONS

Section 1.1 Employees Covered 1
Section 1.2 Mutual Obligations 2
Section 1.3 Mutual Cooperation 2
Section 1.4 No Work Stoppage and Lockout..... 2
Section 1.5 Management Rights 2
Section 1.6 COUNCIL Solicitation & Agency Shop Provisions 3
Section 1.7 Bulletin Boards 4
Section 1.8 Access by COUNCIL Representatives 4
Section 1.9 Probation 5

ARTICLE 2 GENERAL WORKING RULES

Section 2.1 Work Day and Work Week 5
Section 2.2 Established Headquarters..... 5
Section 2.3 Care and Responsibility for Tools & Equipment 5
Section 2.4 Safety 6

ARTICLE 3 EMPLOYEE BENEFITS

Section 3.1 Holidays 6
Section 3.2 Vacations (Annual Leave)..... 7
Section 3.3 Sick Leave..... 8
Section 3.4 Excused Leaves of Absence 8
Section 3.5 Social Security.....10
Section 3.6 State of Washington Industrial Insurance, Medical
 Aid, and Labor & Industries Pension.....10
Section 3.7 State Retirement 12
Section 3.8 Housing..... 12
Section 3.9 Telephone 12
Section 3.10 Full Employment 12
Section 3.11 Insurance 12
Section 3.12 Weed Sprayer and Shotcrete Crew Bonus 15
Section 3.13 Protective Clothing..... 15
Section 3.14 Jury Duty 16
Section 3.15 Bereavement Leave 16

EAST CBID

ARTICLE 4 REIMBURSABLE EXPENSES

Section 4.1 Authorized Expenses17

ARTICLE 5 PROMOTIONS, TRANSFERS, LAYOFFS, TERMINATIONS, DISCIPLINE

Section 5.1 Promotions 17
Section 5.2 Transfers 18
Section 5.3 Notice of Position Vacancies..... 18
Section 5.4 Layoff and Recall 18
Section 5.5 Termination 18
Section 5.6 Discipline 18

ARTICLE 6 WAGES AND PAY PRACTICE

Section 6.1 Wage Schedule 19
Section 6.2 Pay Period 19
Section 6.3 Overtime 19
Section 6.4 Work Outside Established Hours 20
Section 6.5 Inclement Weather 20
Section 6.6 Pay for Temporary Classifications..... 20
Section 6.7 Holiday Pay 21
Section 6.8 Standby..... 21

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 Grievances..... 21
Section 7.2 Arbitration 22

ARTICLE 8 TERM, MODIFICATION AND RIGHTS

Section 8.1 Term 23
Section 8.2 Modification..... 23
Section 8.3 Council Representation 23
Section 8.4 Construction 23
Section 8.5 Notices..... 23

ARTICLE 9 SENIORITY

Section 9.1 Seniority List..... 23
Section 9.2 Definition 24
Section 9.3 Probation 24
Section 9.4 Leave of Absence..... 24
Section 9.5 Military Service..... 25
Section 9.6 Loss of Seniority..... 25
Section 9.7 Recognition of Seniority..... 25
Section 9.8 Seniority by Payroll Classification 25

ARTICLE 10 SAVING CLAUSE 26

APPENDIX A Rates of Pay 27
Notes on Payroll Classifications and Job Titles..... 29
Tools: Mechanics and Machinists..... 31

ATTACHMENT 1 Second Year Meeting on Health Care Cost..... 32

EXHIBIT B Disability Request Payment Option Form 33

2002 - 2004

**AGREEMENT
between
EAST COLUMBIA BASIN IRRIGATION DISTRICT
and
COLUMBIA BASIN IRRIGATION COUNCIL**

THIS AGREEMENT dated this _____ day of _____, _____ between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, Othello, Washington, hereinafter referred to as the DISTRICT, and the Columbia Basin Irrigation Council, hereinafter referred to as the COUNCIL, is made pursuant to and subject to the Laws of the State of Washington, particularly the Public Employees Collective Bargaining Act (Chapter 41.56) and Irrigation Law Codified as RCW 87 and the Amendatory, Supplemental, and Replacement Contract between the United States of America and the East Columbia Basin Irrigation District.

WITNESSETH:

The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the DISTRICT and that their mutual interests will be furthered by the establishment and maintenance of labor-management cooperation. Employees have a proper interest in the terms of their employment. It is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which affect them will contribute substantially to efficient administration.

NOW, THEREFORE, the DISTRICT and the COUNCIL agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 - Employees Covered

The employees covered by this Agreement shall be all regular DISTRICT employees except supervisory employees, and other employees specifically excluded by agreement, and those whose duty as Deputy, Administrative Assistant or Secretary necessarily implies a confidential relationship to the Executive Head of the DISTRICT. The term regular employee used in this Agreement shall mean an employee who holds a full-time position which is part of the day-to-day work force and is normally employed all year and who has successfully completed a one hundred eighty (180) calendar day probationary period in the DISTRICT within a twelve (12) consecutive month period. This provision does not require the DISTRICT to maintain regular full-

time employees in work status when weather or circumstances beyond the DISTRICT's control affect the DISTRICT's ability to use such personnel productively.

Employees covered by this Agreement are those whose work classifications are listed in Appendix A of this Agreement.

Section 1.2 - Mutual Obligations

The DISTRICT is engaged in the operation and maintenance of ditches, canals, pumping plants, electrical service facilities, and other waterways for the purpose of supplying water for agricultural and other purposes, which requires continuous operation for the benefit of the water users served by the DISTRICT, and it is agreed that the obligations for providing continuous service during the term of this Agreement rests upon both the DISTRICT and its employees. The COUNCIL agrees for itself and on behalf of its members, who are employees of the DISTRICT, that during the term of this Agreement they will encourage and promote loyal, efficient work and service; that they will use their influence and best efforts to protect the property of the DISTRICT and its service to the water users and that they will at all times cooperate in promoting the welfare of the DISTRICT and in assuring uninterrupted service.

Section 1.3 - Mutual Cooperation

The DISTRICT and the COUNCIL agree that they will mutually cooperate to promote harmony and efficiency among all of the employees of the DISTRICT.

Section 1.4 - No Work Stoppage and Lockout

The DISTRICT and the COUNCIL agree that the public interest requires the efficient and uninterrupted performance of all DISTRICT services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, neither the COUNCIL nor the employees shall cause, condone or participate in any strike or work stoppage, slow down or other interference with DISTRICT functions by employees under this Agreement, and should the same occur, the COUNCIL agrees to take appropriate steps to end such interference.

The DISTRICT agrees there will be no lockouts during the term of this Agreement, however, the DISTRICT reserves the right to keep DISTRICT offices closed where the situation is such that opening the office to DISTRICT employees would result in loss or damage to the DISTRICT or DISTRICT property.

Section 1.5 - Management Rights

Except as specifically modified by the express terms of this Agreement, the COUNCIL recognizes the duties and responsibilities of the DISTRICT and the exclusive right of the DISTRICT to make

and implement all decisions with respect to the operation and management of its affairs in all respects.

Section 1.6 - COUNCIL Solicitation and Agency Shop Provisions

The COUNCIL and the DISTRICT agree that no solicitation for COUNCIL membership or other COUNCIL business shall be conducted on the DISTRICT's property or on DISTRICT time without the consent of the DISTRICT, except during the period before going to work, lunch period, and after work.

Agency Shop - Employees covered by work classification listed in Exhibit A of this Agreement and who complete thirty (30) calendar days of employment shall be subject to sharing the cost of operating the COUNCIL as their collective bargaining agency. All such employees must as a condition of employment either be a member of a union affiliated with the COUNCIL and pay union dues, or pay an agency fee to the COUNCIL, but not both. Agency fees shall not exceed regular and customary dues. Basic dues are those monies, excluding initiation fees, paid monthly by any other regular member in similar work classifications.

These provisions in no way bind an employee to become a member of any Union or COUNCIL affiliate.

Exclusions - Employees employed by the DISTRICT prior to January 1, 1984, who have duly requested exemption from payment of Agency Fees and are currently so exempt, may continue such exemption for the duration of their employment with the DISTRICT. Employees who certify in writing that due to a bona fide religious tenet or teaching of a church or religious body that their dues or fees should not go to the Union shall be exempt. However, employees filing a written request for exception for religious reason shall pay an equal amount to a charity mutually agreeable to the COUNCIL and DISTRICT.

In the event that an employee does not comply with the requirements above, the COUNCIL may request that the employee be terminated. In making such request for termination the COUNCIL accepts all responsibility, legal and otherwise, for the actions of the DISTRICT made in compliance with the COUNCIL's request.

Further, the COUNCIL shall indemnify and hold harmless the DISTRICT, its management and Board, against any legal action brought against it by an employee who is the subject of a COUNCIL request for termination.

A demand for termination of an employee for non-payment of Agency fees made to the DISTRICT by the COUNCIL shall:

1. Include a statement that the COUNCIL has strictly complied with the necessary procedural steps pursuant to its constitution and by-laws in making its demand.

2. Include a statement that the demand for termination is made for no reason other than the employee's failure to pay fees in accordance with these provisions or a like payment to a charitable institution.
3. State that the COUNCIL had made written certified letter of demand for payment upon the employee and the employee has refused to reply or make payment.

Having received all the above assurances and written information, the DISTRICT shall:

1. Inform the employee in writing that in the event the delinquencies are not paid within five (5) working days the employee shall be suspended or discharged unless proof of payment is shown to the DISTRICT.
2. At the conclusion of the five (5) working day period, suspend or discharge the employee.
3. Furnish the COUNCIL with the name and address of newly hired bargaining unit employees within ten (10) working days of the date of hire.

Method of Dues and Fees Collection and Payment

The DISTRICT shall make a monthly payment to the COUNCIL which represents the number of employees covered by this Agreement, minus exemptions, times the COUNCIL regular monthly dues rate.

The DISTRICT will forward to the COUNCIL copies of any requests received from employees regarding fee payments. The COUNCIL shall provide the DISTRICT with evidence that such exemption amounts have been forwarded to the appropriate charitable institution.

Section 1.7 - Bulletin Boards

The DISTRICT shall provide space on Bulletin Boards to be used for official COUNCIL communication. Communications shall not be posted on such Bulletin Boards without the signature of an official of the COUNCIL. The COUNCIL shall advise the DISTRICT as to the name and COUNCIL position of each person eligible to use Bulletin Boards.

Section 1.8 - Access by COUNCIL Representatives

The duly authorized business representative of the COUNCIL upon approval of the Watermaster or Foreman shall have access to the DISTRICT properties, or other work locations during

working hours, for the purpose of observing working conditions, providing that the employees are not interfered with in their work.

COUNCIL representatives visiting DISTRICT facilities will sign on at the sections visited or submit a written log to the manager within three days.

Section 1.9 - Probation

The first one hundred eighty (180) calendar days employment for all new employees shall be a probationary period. Employees shall accrue benefits as per the Agreement during their first one hundred eighty (180) calendar days of employment. Continued employment during this probationary period is at the option of the DISTRICT without recourse to the Grievance Procedure.

ARTICLE 2 - GENERAL WORKING RULES

Section 2.1 - Work Day and Work Week

- (a) Except as hereinafter otherwise provided, eight (8) hours, 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m., Monday through Friday, shall constitute a normal work week. Employees working on a canal break, weed spray operators, night patrolmen, clerical employees, and relief riders will have shifts in variance to the above as required. The DISTRICT shall establish the work day and the work week of any and all employees.
- (b) During the irrigation season, the DISTRICT and the employee may mutually agree to change their hours of work or regular days off to other than that described in Section 2.1(a) above.

Section 2.2 - Established Headquarters

- (a) Established Headquarters may be any location established by the DISTRICT for the purpose of operation, construction, or maintenance of Project facilities.
- (b) Equipment Operators shall travel from Established Headquarters to and from work on DISTRICT time.

Section 2.3 - Care and Responsibility for Tools and Equipment

When the DISTRICT shall furnish employees with tools or equipment, employees to whom the equipment has been issued shall be held responsible for the care of such tools and equipment.

In the event they are lost or destroyed due to negligence of the employee, the employee shall be required to pay for same and deductions therefore may be made from his/her pay. Nothing herein shall be construed to mean that the employee shall be charged for tools or equipment broken or worn out in the performance of his/her duties.

The DISTRICT shall reimburse the employee for the loss of hand tools and tool boxes due to fire, theft, or catastrophe on the DISTRICT's premises, or while in the service of the DISTRICT, provided that such loss is not caused by employee negligence. Such loss shall be subject to a twenty-five dollar (\$25.00) deductible per incident. Employees will provide their supervisor with a personal tool inventory list on January 1 each year.

Employees shall be responsible for and shall monitor the cleanliness and condition of their workspace, vehicles, equipment, tools and any other DISTRICT property.

Section 2.4 - Safety

- (a) All employees and the DISTRICT will observe all applicable State and Federal Safety laws.
- (b) The DISTRICT agrees to continue the operation of the Safety Advisory Committee during the term of this Agreement. The COUNCIL agrees, on behalf of its members, to elect 7 bargaining unit members to participate on the Safety Advisory Committee. Lengths of terms and elections dates will be determined by the DISTRICT. To the extent possible, bargaining unit representation will be proportionately distributed among payroll classifications and departments. Non-bargaining unit and management employees will also participate on the Safety Advisory Committee as determined by the DISTRICT. The Safety Advisory Committee will elect a chairperson from among its bargaining unit and non-bargaining unit members, management employees may not serve as chairperson. The frequency and duration of meetings of the Safety Advisory Committee will be determined by the DISTRICT, consistent with applicable laws and regulations. Responsibility and authority for any decisions or actions based on recommendations of the Safety Advisory Committee rests with the DISTRICT.

ARTICLE 3 - EMPLOYEE BENEFITS

Section 3.1 - Holidays

- (a) The following days shall be recognized as holidays under the terms of this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

- (b) By agreement between the DISTRICT and the COUNCIL the date of celebration of the above holidays may be changed.
- (c) If the holiday falls on Sunday, the holiday will be observed on the Monday following. If the holiday falls on Saturday, the holiday will be observed on the preceding Friday.
- (d) In addition to the holidays provided for in this section, each employee shall be entitled to a floating holiday during each calendar year provided:
 - (1) The employee has been employed with the DISTRICT at least one hundred eighty (180) calendar days.
 - (2) The employee gives at least ten (10) calendar days notice of his/her intention to take the floating holiday.
 - (3) The employee's absence will not adversely hinder the DISTRICT's operation.
 - (4) The employee's supervisor has approved the time off.
- (e) All regular employees shall be given three and one-half (3 ½) hours off work from 12:30 p.m. to 4:00 p.m. on the dates listed below:

December 24, 2002	December 31, 2002
December 24, 2003	December 31, 2003
December 23, 2004	December 30, 2004

Pay for such holiday allowance shall be three and one-half (3½) hours at regular time hourly rates. Both the time off work and pay for the dates listed are exceptions to the time and pay provisions of Section 6.7(a).

Section 3.2 - Vacations (Annual Leave)

- (a) All regular employees will accrue vacation time as follows:
 - First three years of service4 hrs per pay period
 - Three years service and over 6 hrs per pay period
 - For employees hired prior to Monday, April 13, 1981,
with over fifteen (15) years service8 hrs per pay period

- (b) All unused annual leave in excess of 240 hours shall be lost at the end of the pay period that includes February 1st. (Effective 2003) Employees will not be allowed pay for more than 240 hours annual leave at the time of retirement under the Public Employee Retirement System or upon resignation.
- (d) If an employee quits without reasonable notice during the irrigation season he/she shall forfeit all accrued vacation time or pay therefore. Reasonable shall be defined as no less than two (2) weeks notice of voluntary quit.
- (d) All vacation leave must be approved in advance.
- (e) If hospitalized or confined due to sickness while on annual leave, such time shall be charged as sick leave at the employee's request.

Section 3.3 - Sick Leave

- (a) Except as herein provided, sick leave will accrue from the date of employment at the rate of four (4) hours per pay period.
- (b) To be credited with sick leave, an employee must see that notification is given to his/her supervisor prior to the beginning of the workday on the first day of his/her absence from work because of illness, and a doctor's certificate may be required for verification of illness. To be entitled to sick leave the employee must be incapacitated for all duties for which he/she is qualified or confined and under the care of a Medical Doctor, provided that in addition to the requirements of State law, up to forty (40) hours of accrued sick leave may be used in a calendar year to care for a seriously ill spouse or dependent child over the age of 18 pursuant to the requirements for sick leave use set forth in this Section.
- (c) Unused sick leave will be accumulated from year to year. No payment will be made for unused sick leave when the employee leaves the services of the DISTRICT.
- (d) At the end of the first pay period in October, an employee whose accrued sick leave balance exceeds 320 hours and whose sick leave use for the 26 consecutive pay periods preceding that pay period does not exceed 48 hours may, at the employee's option, convert up to 26 hours of sick leave to annual leave.

Section 3.4 - Excused Leaves of Absence

- (a) The DISTRICT may, at its discretion, grant excused leaves of absence without pay. No benefits shall accrue to the employee during a leave of absence without pay, except as follows:
 - (1) For employees with job-related injuries on leave without pay, the State Public Employees Retirement System may provide Disability Retirement.
 - (2) An employee totally incapacitated for further employment from causes not connected with the performance of his/her duties and having at least five (5) years of total service credit, may apply to the Public Employees Retirement System for non-duty disability benefits.
- (b) The DISTRICT will grant paid leave for certain COUNCIL-DISTRICT business. Such paid leave shall be limited to a total of forty-eight (48) hours in any one calendar year. Additional leave for COUNCIL-DISTRICT business shall be deducted from annual leave or leave without pay. COUNCIL-DISTRICT business for the purpose of this Section 4(b) is described as grievance hearings, labor-management meetings, and/or collective bargaining. Requests of such paid time shall be made and approved in advance. Employee leaves for COUNCIL business may be granted dependent upon the work requirements of the DISTRICT. When leave is granted for COUNCIL business, annual leave or leave without pay shall be used.
- (c) An employee on leave of absence for any reason shall make arrangements with the DISTRICT to pay any premium costs necessary on his/her group insurance and hospitalization. An employee who has not pre-paid monthly premium costs shall be dropped from coverage.
- (d) Under the following conditions no leave of absence shall be allowed:
 - (1) To seek employment.
 - (2) To be employed elsewhere.
- (e) Upon becoming available to return to work after a leave of absence in excess of thirty (30) days for any reason other than industrial injury or military leave, the employee will be reassigned to a position for which he/she is qualified when an opening occurs.
- (f) An employee, during the period he/she is receiving Workmen's Compensation, shall not accumulate sick leave or vacation time.
- (g) Industrial cases, military duty, death in immediate family, and court subpoena for witness shall be considered on leave. The employee shall be entitled to use accrued sick and/or annual leave, bereavement leave, or leave without pay, whichever is applicable.

In the event that an employee is subpoenaed as a witness, that employee may elect to use annual leave or leave without pay.

- (h) Employees returning to work, after an extended illness or industrial accident, necessitating the care of a doctor, shall furnish a doctor's statement that they are physically employable, containing the date the employee is able to return to his/her regular duties.

Section 3.5 - Social Security

All employees are covered under the Old Age and Survivor's Insurance Program, which is administered by the Employment Security Department of the State of Washington, as required by Federal Law and the applicable laws of the State of Washington. The DISTRICT and the employees agree to maintain this coverage and abide by the current withholding rates as established by Federal and State laws.

Section 3.6 - State of Washington Industrial Insurance, Medical Aid, and Labor and Industries Pension

All employees covered by this Agreement shall be protected and covered by the Washington State Industrial Insurance Program.

- (a) The employer pays 100% of the Industrial Insurance premiums.
- (b) The employer pays one-half ($\frac{1}{2}$) of the medical aid premium and one-half ($\frac{1}{2}$) of the Labor and Industries Pension premium.
- (c) The employee pays one-half ($\frac{1}{2}$) of the medical aid premium and one-half ($\frac{1}{2}$) of the Labor and Industries Pension premium. Rates are subject to change as required by law. When an employee suffers an industrial injury while performing work for the DISTRICT, and where the DISTRICT has not contested the Industrial Insurance claim, the DISTRICT will assist the injured employee in the processing of his/her claim.
- (d) Employees who are injured on the job and who are being compensated under Workmen's Compensation Act may elect to remain covered under the DISTRICT's Group Health, Accident and Life Insurance Program. In such cases the DISTRICT will pay the insurance premium for a maximum of six (6) months. For each such month the employee's sick leave accrual shall be reduced in an amount equal to that portion of the monthly insurance premium paid by the DISTRICT. When sick leave accrual is not available, annual leave shall be used in its place.

- (e) Employees who are otherwise eligible for State of Washington Industrial Insurance lost time pay benefits and who after a proper period of time are not paid by State Industrial Insurance for the first days of their regular shift may be paid from their accrued sick leave up to a maximum of three (3) days pay.

OR

Optional Eligibility for Sick Leave Benefits. In the case of any disability which is covered by State Industrial Insurance or Workmen's Compensation, the disable employee shall be eligible to receive sick leave benefits from the DISTRICT only if the employee has signed and placed on file with the DISTRICT's Payroll Clerk a statement in the form attached hereto as Exhibit "B" and as authorized through the following procedures:

- 1) Employees who suffer a work-related injury or illness (occupational disease) shall file an application for worker's compensation in accordance with State Statute.
- 2) Employees who suffer a work-related injury or illness and are unable to work due to such injury or illness may elect to receive time loss compensation exclusively, leave payment exclusively, or a combination of time loss compensation and paid leave, not to exceed 100% of the employee's regular monthly wage. Each employee shall sign an election sheet (Exhibit), which shall be maintained in the employee's personnel file. The election sheet may be changed from time to time by the employee in order to qualify for any paid leave in addition to time loss compensation. The DISTRICT shall be responsible to assure all employees are informed of the election sheet procedure and employee(s) responsibility.
- 3) Employees who elect to use accrued sick leave during a period in which they receive time loss compensation for the industrial insurance provisions for work-related illnesses or injury shall receive sick leave pay to the extent their accrued sick leave allows, less any industrial payments for time loss during the sick leave period for up to a maximum of six (6) months in time from the date that the time loss payments begin.
 - (a) Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the employee may elect to use accrued sick leave, provided that the employee shall endorse over to and deliver any subsequent time loss payment to the DISTRICT.
 - (b) Employees shall endorse over to and deliver to the DISTRICT any time loss payment covering the payroll period where sick leave is paid. Upon receipt of the time loss payment the employee will be credited with the amount of sick leave the time loss payment buys back considering normal payroll deductions and

taxes. Failure to do so may result in progressive discipline up to and including termination.

- 4) When an employee elects to receive pay for vacation leave, or compensatory time off and also receives worker's compensation for time loss, the employee is entitled to both payments without any deductions for the time loss payment.
- 5) Should an employee apply for time loss compensation and the claim is then or later denied, accrued leave may be used for the absence.
- 6) The provisions of this section do not restrict or prohibit the employer from terminating an employee at any time for just cause and shall not be interpreted otherwise, nor interpreted so as to provide an employee with any right or privilege to exhaust sick leave or other leave benefits prior to termination.
- 7) Employees only receiving time loss compensation from Labor and Industries are separated from the regular DISTRICT payroll and ineligible for regular payroll benefits except for medical insurance benefits.

Section 3.7 - State Retirement

The DISTRICT participates in the State Public Employees Retirement System allowed by State Law which requires contribution by both Employer and Employee as determined by the Department of Retirement System.

Section 3.8 - Housing

Housing may be furnished to qualified employees, selected by the DISTRICT, at equitable and reasonable rates. The DISTRICT will give ninety (90) days advance written notice of any change in its housing policy to the COUNCIL.

Section 3.9 - Telephone

Basic telephone charges will be paid by the DISTRICT for those employees required by the DISTRICT to have telephone service.

Section 3.10 - Full Employment

It is the intention of the DISTRICT to furnish full-time employment for regular employees.

Section 3.11 - Insurance

- (a) Employees covered by the terms of this agreement shall as a condition of continuing employment be and remain covered under the provisions of the DISTRICT's hospital-medical-surgical insurance plan.
- (b) The DISTRICT shall make available and administer a group insurance program covering all regular full-time employees of the DISTRICT. The DISTRICT shall have the exclusive right to select brokers and carriers and administer and disperse all funds held in reserve or trust for group insurance purposes without regard to the source of such funds. The COUNCIL shall have the right to bargain for benefits and benefit modification as well as the amount of premium dollars to be paid by the DISTRICT when this agreement is open for negotiation. The DISTRICT shall furnish the COUNCIL financial information relative to the group insurance plans upon request.
- (c) Employee group insurance shall be provided and administered by the Public Employees Benefit Board (PEBB). The DISTRICT will pay up to the portion of the average tiered premium rates for the applicable family category according to the schedule and table below, said premium rates being those required by the PEBB for benefit programs available to DISTRICT employees as determined by the PEBB. The percentages for the three family categories will apply to the difference between the employee only average premium rate and the applicable family category average premium rate. Benefit levels, costs and administration shall be pursuant to the authority and decision of the PEBB and the DISTRICT shall not be held responsible nor liable for any action of the PEBB. Employees may choose any available PEBB insurance plan but shall pay by payroll deduction any greater difference in the tiered rate appropriate to their family status between their chosen PEBB plan and the PEBB rate paid by the DISTRICT.

INCLUSIVE DATES	FAMILY CATEGORY			
	Employee Only	Employee And Spouse	Employee And Children	Employee, Spouse & Children
Jan. 1, 2002 - June 30, 2002	100%	100%	100%	100%
July 1, 2002 - June 30, 2003	100%	90%	90%	90%
July 1, 2003 - June 30, 2004	100%	85%	85%	85%
July 1, 2004 - Dec. 31, 2004	100%	80%	80%	80%

The dollar amount of the District's maximum premium payment for those categories less than 100% will be calculated as follows:

[(100% of average premium rate) - (100%

[100% of average of

average employee only premium rate)] X [applicable percentage] + employee only premium rate]

The preceding schedule and table of maximum premium amounts to be paid by the District when applied to the 2002 PEBB premium rates for the PEBB plans available to District employees result in the following actual maximum premium amounts for 2002:

	Employee Only	Employee And Spouse	Employee and Children	Employee, Spouse and Children
Jan. – June 100% all	350.98	611.29	546.21	806.52
July – Dec. 100% Employee 90% Others	350.98	585.26	526.69	760.97

The maximum premium amounts payable by the District for 2003 and 2004 will vary by the actual PEBB average tiered premium rates that will be set by PEBB for those years and by the percentage applicable for those years as set forth in this subsection.

- (d) If a state or a national health insurance program becomes effective during the term of this Agreement and such program affects the insurance provisions, including premium amounts, set forth in this Section, the DISTRICT and the COUNCIL shall meet to negotiate the impact on such insurance provisions so affected.
- (e) The DISTRICT agrees to develop, to the extent administratively possible and allowed by law, a program that will allow the portion of the Medical premiums the employee(s) are responsible for to be a pre-tax deduction, exempting that portion from Federal and Social Security Tax (IRS Code 125).
- (f) In the Third Year of the Contract, the COUNCIL and the DISTRICT agree to an “Opener” for the sole purpose of reviewing Health and Welfare, as it pertains to the medical insurance coverage. During the months of September and October of the 2003, representatives from the COUNCIL will meet with representatives from the DISTRICT, forming a committee, to evaluate the cost and coverage of the current medical insurance plans and to review optional medical plans. The intent of the committee would be to decide whether or not to transfer to another medical plan that is less expensive and has acceptable coverage. If the District has substantial cost savings that

is experienced by converting to a new medical provider, the DISTRICT will share with the Bargaining Unit employees a mutually agreeable amount that is initially saved in the first year of the conversion. If the amount to be shared with the Bargaining Unit employees, from the savings, is not mutually agreeable, the DISTRICT will place 50% (Fifty Percent) of the first year savings in an account to be used to offset any future premium increases to the Health and Welfare benefit for the Bargaining Unit.

Section 3.12 - Weed Sprayer and Shotcrete Crew Bonus

The DISTRICT will pay qualified, licensed employees while spraying and/or applying terrestrial and/or aquatic herbicides and/or pesticides an additional \$1.10 per hour.

The DISTRICT will pay personnel assigned to a shotcrete crew an additional \$1.10 per hour. This bonus shall include on-site machine preparation, shotcrete operations and machine clean-up time for the duration of the shift, or portion of a shift, during which shotcrete is actually being applied. It does not include preparation or clean-up time during shifts in which shotcrete is not being applied. It does not include repair or mechanical work to the shotcrete pump or appurtenant equipment. To qualify for this bonus the employee assigned to the shotcrete crew must be actively involved with shotcrete pump operation, hose handling and/or nozzle operation on a steady, rotating basis for the duration of the shift, or portion of a shift, during which shotcrete is actually being applied. Support activities such as channel shaping and preparation, staking, delivery of materials, application of sealers, etc. do not qualify.

Section 3.13 - Protective Clothing

- (a) The DISTRICT will provide two or more sets of appropriate coveralls to auto mechanics, equipment mechanics, pump mechanics and machinists. These employees will retain possession of these coveralls until returned to the DISTRICT for replacement because of damage or excessive wear and tear. The DISTRICT will provide two or more sets of appropriate coveralls to canal maintenance workers and relief riders for use when weed spraying. These employees will retain possession of these coveralls during the weed spray season except that damaged or worn out coveralls will be replaced by the DISTRICT. The DISTRICT will provide one set of appropriate coveralls to other employees assigned to weed spray work during the period of such assignment. The DISTRICT will provide one set of appropriate coveralls to employees while assigned to tasks likely to cause severe damage to personal work clothes such as painting, shotcreting, sandblasting or crack sealing. Employees may use DISTRICT laundry facilities to clean coveralls. The DISTRICT will not provide commercial laundry service for coveralls. The

DISTRICT will not replace or repair an employee's personal coveralls that become damaged or worn out.

- (b) The DISTRICT will provide suitable rubber boots to employees assigned to tasks requiring the employee to work in the water.
- (c) The DISTRICT will provide suitable water resistant clothing to employees assigned to tasks in wet environments that require more protection to personal work clothing than provided by coveralls such as steam cleaning or cleaning manholes.
- (d) The DISTRICT will provide other safety equipment such as non-prescription safety glasses, hard hats and winter liners, hearing protectors and welding gloves when requested by the employee and when determined by the DISTRICT to be necessary for the protection of the employee.
- (e) Each employee is responsible for the safekeeping and reasonable care of protective clothing and safety equipment provided by the DISTRICT and for its return to the DISTRICT at the time of a different assignment or termination of employment.
- (f) The DISTRICT may provide certain items of clothing to employees to identify them to the public as DISTRICT employees. The DISTRICT will notify the COUNCIL and its stewards in advance of providing additional identifying clothing items.
- (g) All employee(s) shall be required to provide and wear WISHA/OSHA approved footwear. The District shall be the sole determinant whether or not footwear shall conform to such standards.

Section 3.14 - Jury Duty

- (a) Regular employees will be permitted to serve on Jury Duty, when so called, without loss of pay. A leave slip must be made out as jury leave for each day or period absent from work. The leave slip shall be signed by the County Clerk. Leave time shall be the time in court plus travel time. If not chosen for duty on the jury, the employee shall immediately return to his/her employment.
- (b) Any payment received as a result of serving on the jury shall be deducted from the employee earnings.
- (c) The employee shall be entitled to all monies received for travel.

Section 3.15 - Bereavement Leave

Two days off, with pay, shall be granted for an employee in the event of a death of a close relative. If necessary, because of travel requirements, three days off shall be granted. The third day off shall be applicable only in instances where total distance to be traveled is 200 miles or more. When circumstances warrant, and with the approval of the employee's supervisor, additional days may be taken by an employee for the attendance at funerals of close relatives, which said additional days shall be deducted from the employee's accumulated sick leave, annual leave, or leave without pay. Provided, however, that a maximum of five (5) additional days only may be utilized.

A close relative is defined as a spouse, child, grandchild, mother, father, brother, sister, and grandparent of an employee or his/her spouse.

ARTICLE 4 - REIMBURSABLE EXPENSES

Section 4.1 - Authorized Expenses

Expenses which are authorized in writing in advance will be reimbursed under the following conditions:

- (a) Employee-furnished vehicle. Mileage will be compensated at the DISTRICT approved rates.
- (b) Travel from one Established Headquarters to a temporary Established Headquarters at DISTRICT request shall be at DISTRICT expense.
- (c) An employee selected to represent the DISTRICT at meetings, conferences, training schools, etc., will be reimbursed only for reasonable and authorized expenses.
- (d) The cost for meeting special requirements and/or testing for operator's licenses and weed spray licenses appropriate to and necessary for operating DISTRICT vehicles and weed spray equipment shall be borne by the DISTRICT, either by direct payment by the DISTRICT or by reimbursement to the employee, provided that if an employee refuses or fails to meet such requirements or pass such tests on the first attempt, the DISTRICT is relieved of its obligation to pay for the future costs of meeting such requirements or passing such tests and such costs become the obligation of the employee until such requirements are met and tests are passed and, provided further that the refusal or failure to meet such requirements or pass such tests shall result in the employee being subject to the disciplinary provisions of Section 5.6.

ARTICLE 5 - PROMOTIONS, TRANSFERS, LAYOFFS, TERMINATIONS, DISCIPLINESection 5.1 - Promotions

Promotions shall be made on the basis of seniority only when qualifications, ability, experience, competence and job attendance are relatively equal, as determined by the DISTRICT. All written applications will be considered and present employees shall be given preference. However, the need to fill any vacancy or new position shall be determined by the DISTRICT.

Section 5.2 - Transfers

- (a) When a position is available all written applications will be considered and present employees shall be given preference.
- (b) Transfers may be made by management for the convenience or benefit of the DISTRICT.

Section 5.3 - Notice of Position Vacancies

When the DISTRICT posts a notice of position vacancy, it shall do so in areas frequented by employees for a minimum of five (5) working days and shall provide a copy of the notice to the COUNCIL and its stewards.

Section 5.4 - Layoff and Recall

Layoffs may result from curtailment of funds, reduction of force, lack of work or inclement weather. Layoff shall be determined by the DISTRICT in the reverse order of hiring by the DISTRICT. Employees who are laid off and who are otherwise qualified will maintain established seniority and recall rights for a period of two (2) years from the date of layoff. The employee who is laid off last shall be the first to be recalled to his/her previous position or to an opening for which he/she is qualified, provided the employee keeps the DISTRICT advised of his/her current address. Regular DISTRICT employees will not be laid off while temporary employees are employed.

Section 5.5 - Termination

Termination may be voluntary on the part of the employee, or may result from the elimination of the position.

Section 5.6 - Discipline

The DISTRICT reserves the unilateral right to exercise discipline in the interest of good service and proper conduct of its business. The DISTRICT shall advise the employee of the nature of his/her offense. A serious offense or a repetition of an offense where a warning has been issued may be met with immediate discharge. It is the intent of the DISTRICT to follow a procedure of progressive discipline where the offense does not warrant discharge. When discharge is used as discipline, it shall be for just cause.

ARTICLE 6 - WAGES AND PAY PRACTICE

Section 6.1 - Wage Schedule

The wages to be paid to employees covered by this Agreement shall be set forth in Appendix A attached hereto and made a part of hereof, and cover the period specified.

Section 6.2 - Pay Period

Pay period shall be every two weeks.

Section 6.3 - Overtime

Provided overtime work is first authorized by the Manager or Supervisor, the following provisions will then apply:

- (a) Except as hereinafter otherwise provided, all work performed before or after the eight (8) regular time hours in any one work day and any time in excess of forty (40) regular time hours in any one work week, shall be paid at the rate of time and one-half. In the case of alternate shifts (e.g. four-ten hour days), time and-one-half shall be paid for hours worked in excess of the scheduled shift and/or the forty hour work week.
- (b) Work performed on a holiday shall be paid at time and one-half rate for the time actually worked in addition to regular holiday pay.
- (c) The compensatory time program established by this Section will continue unless on or before January 1 of each year covered by this Agreement, thirty (30) day written notice of intent to terminate the program is given by either party, in which case the parties shall meet to discuss termination and, unless agreement to the contrary is reached, the program shall terminate on January 31. Employees may elect to accumulate and use compensatory time off in lieu of overtime pay. Compensatory time so elected shall

accumulate at the rate of one and one-half hours for each overtime hour worked, to a maximum of eighty (80) hours in the calendar year. Once the eighty (80) hour minimum is reached, additional compensatory time shall not be accrued. Use of accumulated compensatory time off is subject to the same privileges and conditions applicable to the use of annual leave set forth in Section 3.2(b) of this Agreement, provided that accumulated compensatory time shall be used prior to use of accrued annual leave, and provided further that all unused compensatory time shall be paid in cash in the pay period immediately preceding the Christmas Holiday and no compensatory time shall be carried forward into the succeeding calendar year. Upon termination or retirement, the employee shall be paid for any unused compensatory time. Employees shall elect to receive overtime or compensatory time by the last day of the pay period in which it is earned.

Section 6.4 - Work Outside Established Hours

Call-Out Time: Except as hereinafter otherwise provided, a minimum of two (2) hours at the rate of time and one-half will be paid any employee who is called out by duly authorized person or persons for the purpose of working outside his/her regularly scheduled hours. If the call-out period overlaps into the established workday, the employee who has been called out will be paid at said overtime rate only for that time worked outside his/her established hours of work.

Section 6.5 - Inclement Weather

Employees reporting to work shall be granted at least two (2) hours pay if weather conditions are such that no scheduled work can be undertaken, unless notified by phone at least one hour prior to the beginning of the shift in question. It being understood, however, that employees may be held at headquarters for trouble calls, or may be employed in miscellaneous work or training at headquarters. It is understood and agreed that the DISTRICT may at its option require those employees it deems necessary to work during inclement weather while releasing other employees from duty. In cases where certain employees are held for duty during inclement weather, those employees being most senior and also being capable of performing the necessary tasks will be held for duty in so far as is practical.

Section 6.6 - Pay for Temporary Classifications

- (a) Any employee who has met the 100 hour premium pay standard set forth in Appendix A and is deemed by the DISTRICT to be qualified to successfully perform the work of a higher classification may be assigned by the Manager to such higher classification to perform work on special and specific projects. During the time of such assignment to a higher classification, the employee shall receive the rate of pay of the equal step in the higher classification including holidays, approved annual and sick leave which occur during the period of such assignment. Generally, such assignment will only be made for

special and specific projects anticipated to exceed two continuous weeks. Higher classification work of a routine nature or projects requiring less than two continuous weeks shall be compensated pursuant to the premium pay provisions of Appendix A.

- (b) Employees may be temporarily assigned by the DISTRICT to perform the work of other classifications, including lower paying classifications, but in such case shall not suffer any reduction in their pay rate.

Section 6.7 - Holiday Pay

- (a) On those holidays enumerated in Section 3.1, all employees except as herein otherwise provided, shall be given the day off from work and paid a holiday allowance of eight (8) hours pay at their regular time hourly rates.
- (b) In order to qualify for holiday pay the employee shall have been in a pay status on the working day immediately preceding the holiday unless excused by the DISTRICT.
- (c) Regular employees working regularly scheduled part-time employment shall receive prorated holiday pay based on hours worked per week as compared with the normal work week.

Section 6.8 - Standby

- (a) The DISTRICT will establish a standby list designating which employees are to standby to respond to operational needs. Employees designated to standby on Monday through Thursday shall be paid \$17.50 per day; on Friday, \$40.00; on Saturday, Sunday and paid holidays, \$50.00 for each day.
- (b) Employees may elect to receive compensatory time in lieu of cash payments set forth above as follows: Monday through Thursday, one and one-half (1 ½) hours for each day; Friday, Saturday, Sunday and paid holidays, three (3) hours for each day. Such compensatory time received shall be subject to the provisions of Section 6.3(c) governing accrual and use of compensatory time.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 - Grievances

7.1.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the express provisions of this Agreement.

7.1.2 An employee or a group of employees who consider they have a grievance as defined in 7.1.1 may present such a grievance within fourteen (14) calendar days of its alleged occurrence to the employee's supervisor, who shall attempt to resolve it within seven (7) calendar days after it is presented to him.

7.1.3 If the employee or employees are not satisfied with the solution by the supervisor, the grievance, with the assistance of the COUNCIL, may be presented in writing within seven (7) calendar days to the DISTRICT Manager. The DISTRICT Manager will meet with the COUNCIL representatives and the aggrieved parties within ten (10) calendar days after it has been presented to him and respond in writing within seven (7) calendar days thereafter. The grievance presented to the Manager shall be signed by the employee aggrieved or his/her authorized representative (shop steward or business agent) and state the issue, section of the Agreement allegedly violated, facts pertaining to the matter, and remedy sought.

7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the Manager within twenty-one (21) calendar days after it is presented to him, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty two (42) calendar days after its presentation to the Manager.

Section 7.2 - Arbitration

7.2.1 The parties agree to timely establish a panel of three (3) standing arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from the Federal Mediation Conciliation Service. The parties shall alternately strike names until three (3) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person will serve. The arbiters shall thus serve in rotation.

Each party may unilaterally remove an arbiter at any time as long as there is no dispute pending at the time. Arbiter panel vacancies shall be filled as in the above paragraph.

It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his decision based on the interpretation and application of the express provisions of this Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the DISTRICT which is beyond its jurisdiction. The expenses of the arbiter (arbiter's fee and arbiter's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation for and presentation of its case in the arbitration procedure.

7.2.2 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

7.2.3 None of the foregoing is intended to mean that the COUNCIL or the DISTRICT cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the COUNCIL and the DISTRICT to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the COUNCIL. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement unless mutually agreed upon by both parties to this Agreement.

7.2.4 Time limits specified in the grievance procedure may be extended by mutual agreement between the parties.

ARTICLE 8 - TERM, MODIFICATION AND RIGHTS

Section 8.1 - Term

For and in consideration of the promises and obligations of each party, the parties hereto establish and agree to the conditions of employment as herein set forth from January 1, 2002 through December 31, 2004, and from year to year thereafter unless terminated.

Section 8.2 - Modification

If either party desires to amend or terminate the Agreement, they shall notify the other party in writing at least one hundred twenty (120) days prior to the anniversary date. The general subjects of such request shall be contained in the notice.

Section 8.3 - Council Representation

RCW 41.56.070 states in part "where there is a valid collective bargaining agreement in effect, no question of representation may be raised except during the period which is not more than ninety nor less than sixty days prior to the expiration of the Agreement". If the question of representation is to be raised, the guidelines of WAC-196-132-105 will apply.

Section 8.4 - Construction

Nothing herein contained shall be construed to be a surrender on the part of the DISTRICT of any of its management privileges or prerogatives, or of its rights or powers granted by the statutes of the State of Washington (RCW 87).

Section 8.5 - Notices

The time of the giving of any notices called for herein shall be determined as of the date of the receipt of same. Notices to be given in writing shall be sent to the last known address furnished by the recipient. In the case of telephone calls, to the number furnished by the recipient.

ARTICLE 9 - SENIORITY

Section 9.1 - Seniority List

The DISTRICT shall prepare and post a seniority list February 1st and August 1st, each year, and furnish copies of such list to the COUNCIL. Any request by an employee for correction with respect to his/her position on the seniority list shall be made in writing to the DISTRICT and to the COUNCIL within thirty (30) days after posting of such list or his/her return to work or his/her seniority status as shown on the list shall be deemed accurate and become final and binding for the purpose of this Agreement. The current list and each successive semi-annual revised list shall remain posted and in effect until replaced by a new revised list.

Section 9.2 - Definition

Seniority is defined as the relative position of an employee in relation to other employees based on his/her most recent beginning date, as accurately as can be determined, of continuous employment. Employees who have the same beginning date shall be placed on the seniority list according to their Social Security number. A year of service is two thousand eighty (2080) hours and will include length of time of employment on the Columbia Basin Project, either by the U.S.B.R. for those employees who were employed by the DISTRICT at take-over time, or by the DISTRICT, or by both. An employee who gains regular status will have a seniority date beginning with his/her last date of hire.

Section 9.3 - Probation

Present or new employees of the Bargaining Unit who have completed or hereafter complete one hundred eighty (180) calendar days of probationary employment shall be placed on the seniority list in the manner provided by Section 2 of this Article; during the probationary period any of such probationary employees may be discharged without further recourse, provided, however, the DISTRICT shall not discharge or discipline for the purpose of evading this Agreement or discriminating against COUNCIL members.

Section 9.4 - Leave of Absence

A leave of absence, while in effect, shall protect an employee's seniority status. To be valid, a leave of absence shall be in writing. An employee on leave due to illness or injury shall:

- (a) Be placed back on the job the employee left if the employee returns to work on or before one hundred and twenty (120) days from the date the employee was incapacitated.
- (b) Be placed in the first opening which occurs and for which the employee is qualified, provided the employee keeps the DISTRICT informed of the employee's whereabouts and requests a return to duty before the end of two (2) years absence from the job.

Section 9.5 - Military Service

An employee entering Military Service shall retain his/her seniority status. Upon application within ninety (90) days after being honorably discharged from the Armed Forces and being able and qualified to perform his/her former or comparable duties he/she shall be given employment.

Section 9.6 - Loss of Seniority

An employee shall lose seniority and be deemed separated from employment with the DISTRICT for the following reasons:

- (a) Discharge for cause.
- (b) Voluntarily quits.
- (c) If the employee having been laid off fails to report within seventy-two (72) hours after receiving Notice of Recall by registered mail, addressed to the employee's last known address.
- (d) Failure to report to work at termination of leave of absence.

Section 9.7 - Recognition of Seniority

The DISTRICT agrees to give recognition to seniority for promotion or transfer. The DISTRICT shall post job openings and qualifications, and shall give consideration to present qualified employees before filling such jobs by new hire. In the event of transfer, where two or more employees are equally qualified, the senior employee shall be assigned the position. In the

event of promotion, the most qualified person will be assigned the position. When qualifications are determined to be equal, the promotion shall be assigned to the most senior employee.

In the event of a reduction in force, employees will be laid off by seniority with the least senior employee being first, provided that the senior employee is qualified to perform the available jobs.

Section 9.8 - Seniority by Payroll Classification

For the purpose of this Article, Seniority shall be by Payroll Classification.

ARTICLE 10 - SAVING CLAUSE

In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the DISTRICT and the COUNCIL shall meet to consider the effect of the invalidation upon the contract and, if possible, to negotiate mutually agreeable new contract language to comply with the spirit and intent of the law.

COLUMBIA BASIN IRRIGATION COUNCIL

EAST COLUMBIA BASIN IRRIGATION
DISTRICT

By _____
President

By _____
President of the Board

ATTEST:

Secretary

Date _____

APPENDIX A

This Appendix sets forth the rates of pay for job titles indicated. Job titles are grouped into three payroll classifications: Group 1, Group 2 and Group 3, with Group 1 and Group 2 further subdivided into Groups 1A, 1B, 2A and 2B.

Payroll Classification - Group 1A

		<u>Pay Rates Effective</u>			
		1/6/02	7/7/02	1/5/03*	1/4/04*
		<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>
Ditchrider and Canal					
Maintenanceworker					
Journeyworker		14.96	15.16		
Training Steps:					
	3rd Period	13.94	14.14		
	2nd Period	13.55	13.75		
	1st Period	13.15	13.35		

Payroll Classification - Group 1B

Designated Relief Ditchrider	15.50	15.70
Designated Trainee Relief Rider	15.07	15.27

Designated Relief Ditchrider scale applies to those employees who job title and primary duty is relief ditchriding. Other employees may be required to relief ditchride from time to time at the trainee rate of pay.

Payroll Classification – Group 2A

Heavy Equipment Operator
and Building Repairworker

Journeyworker		16.44	16.64
Training Steps:	3rd Period	15.36	15.56
	2nd Period	14.96	15.13
	1st Period	14.47	14.67

Payroll Classification – Group 2B

Pump Mechanic I and Mechanic

Journeyworker		16.96	16.96
Training Steps:	3rd Period	15.82	15.82
	2nd Period	15.39	15.39
	1st Period	14.94	14.94

Payroll Classification – Group 3

		<u>Pay Rates Effective</u>			
		<u>1/6/02</u>	<u>7/7/02</u>	<u>1/5/03*</u>	<u>1/4/04*</u>
		<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>
Electronics Technician, Machinist and Pump Mechanic II					
Journeyworker		18.75	18.75		
Training Steps:	3rd Period	17.49	17.49		
	2nd Period	16.98	16.98		
	1st Period	16.49	16.49		

- **First Year** of the Contract...January 6, 2002, 2% (Two Percent) increase to all hourly wage scales within each payroll classification listed in the Collective Bargaining Agreement
- **First Year** of the Contract...July 7, 2002, \$.20 per hour (twenty cents per hour) increase to all hourly wage rates listed in the following classifications:
 - Group 1A
 - Group 1B
 - Group 2A
- ***Second Year** of the Contract...January 5, 2003, increase all the contractual listed classification wages by 100% (One Hundred Percent) of the increase in the Consumer Price Index (US all cities C.P.I.-W) from the months of September to September preceding each year of the contract, all items, all cities. This includes a minimum of 2.5% (Two and One-Half Percent) and a maximum of 6% (Six Percent)

- ***Third Year** of the Contract...January 4, 2004, all Bargaining Unit Wage increases will follow the same process as in the second year of the contract. (100% of September to September C.P.I.-W, US all cities) with the same floor and ceiling of 2.5% and 6%

NOTES ON PAYROLL CLASSIFICATIONS AND JOB TITLES

- A. Payroll Classification Group 1A - Ditchrider and Canal Maintenanceworker
Beginning regular employees in the above job titles shall start at Training Step 1. Each additional step requires not more than one (1) year satisfactory completion of approved training plus the completion of any educational course approved by the COUNCIL and the DISTRICT.
- B. Payroll Classification Group 2A and 2B - Heavy Equipment Operators (Dragline, Crane, Backhoe, Gradall), Mechanics, Building Repairworkers, Pump Mechanics I
Beginning regular employees in the above job titles shall start at Training Step 1. Each additional step requires not more than one (1) year satisfactory completion of approved training plus the completion of field and educational training approved by the COUNCIL and the DISTRICT.
- C. Payroll Classification Group 3 - Machinists, Electronics Technician and Pump Mechanics II
Beginning regular employees in the above job titles shall start at Training Step 1. Each additional step requires not more than one (1) year satisfactory completion of approved training plus the completion of any educational course approved by the COUNCIL and the DISTRICT.
- D. Nothing in these "Notes on Payroll Classification and Job Titles" nor the labor agreement generally shall prevent the DISTRICT from assigning a new hire or regular employee to a pay rate set forth in Appendix A commensurate with that employee's ability and/or experience and/or productivity and/or training as determined by the DISTRICT, provided that a new hire for a job title shall not receive a rate of pay greater than that received by the lowest paid incumbent of that job title.
- E. Operation of Equipment, Dozer, Grader, Loader, Tractor-Backhoe, Rod and Hydro Pipe Cleaner, Loby Tractor Trailer, Dragline and Hydraulic Excavator.
Any employee in Payroll Classification Group 1A or 1B who has operated equipment set forth above for a minimum of fifty (50) hours, and have demonstrated the ability to properly operate and maintain the particular type of equipment, shall receive \$0.75 per hour additional pay during the time they operate the particular type of equipment. After operation for one hundred (100) hours and having completed such additional training or educational courses as may be approved by the COUNCIL and the DISTRICT, the employee shall receive \$1.10 per hour additional pay during the time they operate the

equipment. Combination jobs, such as load and haul materials, will give the Loader Operator one-half time credit for the hours so worked.

F. Welding

Any employee in Payroll Classification Group 1A, 1B or 2A who has a minimum of fifty (50) hours welding using arc, oxyacetylene and/or wire feed welders or provide evidence of equivalent welding training from a formal vocational training program; and have demonstrated the ability to weld to a standard and quality sufficient to the needs of the DISTRICT, as determined by the DISTRICT, shall receive \$0.75 per hour additional pay during the time they are assigned to perform welding. Combination jobs in which the welding (and associated metal work) is not continuous will give the welder one-half ($\frac{1}{2}$) time credit for the hours so worked.

Any employee in Payroll Classification Group 1A, 1B or 2A who has a minimum of one hundred (100) hours welding using arc, oxyacetylene and/or wire feed welders or provide evidence of equivalent welding training from a formal vocational training program; and have demonstrated the ability to weld to a standard and quality sufficient to the needs of the DISTRICT, as determined by the DISTRICT, shall receive \$1.10 per hour additional pay during the time they are assigned to perform welding. Combination jobs in which the welding (and associated metalwork) is not continuous will give the welder one-half ($\frac{1}{2}$) time credit for the hours so worked.

- G. The DISTRICT may waive or reduce the required training hours for premium activities if the employee's previous experience and training satisfactorily demonstrate the ability and productivity equal to the required training as described in Paragraphs E and F above.

H. Temporary Employees

Temporary Employees may be hired for periods not to exceed five (5) consecutive months within the Calendar Year. Such employees may be hired for short-term needs. No layoff of regular full-time will occur as a result of the utilization of temporary employees.

Employees hired temporarily shall be paid not more than the beginning pay level of the appropriate classification, but not less than \$10.00/hour. (Exception to such "beginning pay level" shall be where the DISTRICT has entered into a student employment program.)

Temporary employees will be subject to the agency fee provisions in Section 1.6, following thirty (30) calendar days after the hiring date

Temporary employees will not earn seniority, however, if a temporary employee is changed to regular full-time, without an interruption in employment with the DISTRICT, the seniority date will become the date of his/her most recent hire. Temporary employees that are hired to regular full-time positions will be given time-in-grade for employment served towards his/her probationary period.

The DISTRICT will endeavor to assign Temporary employees to work the prevailing shift(s) that the represented employees, within the East District, are working.

The DISTRICT will notify the COUNCIL when Temporary employees are hired and laid off.

I. Tools: Mechanics and Machinists

It is recognized that Mechanics and Machinists have an assignment which requires an unusual amount and diversity of tools and that maintenance of these tools is a benefit to the DISTRICT. The DISTRICT, like others who employ Mechanics and Machinists, will expect these employees to supply and maintain their own tools. With the understanding that Mechanics and Machinists will maintain their tools in good working condition, the DISTRICT will pay each Mechanic and Machinist who has worked at least one hundred eighty (180) calendar days for the DISTRICT by January 1st of each year one hundred dollars (\$100.00), provided that with receipts documenting necessary tool expense in excess of the basic \$100 tool allowance, the DISTRICT will reimburse up to an additional \$150 of such documented tool expense. Such payment is to be made the first pay period in January, provided a current tool inventory list, as required by Section 2.3 of this Agreement, is on file with the DISTRICT.

ATTACHMENT 1

SECOND YEAR MEETING ON HEALTH CARE COST

During the 2002 Collective Bargaining Agreement Negotiations the parties discussed the potential of a Run-Away premium increase to the Health Insurance Plans that are currently available with the PEBB and the need to address this in the second year of the contract.

The DISTRICT has tried to project an average increase of cost to the Health Insurance Plant. The increase projected is approximately 12% (twelve percent) for the following year.

The parties have agreed that if the Health Care Plans have significant (10% or more) cost increases, the DISTRICT and the COUNCIL will meet to discuss optional Medical programs, with the intent of Health Care cost mitigation.

EXHIBIT "B"

DISABILITY REQUEST PAYMENT OPTION FORM

In the event that I am unable to work because of a work-related injury or illness, I request to be paid by:

- 1. Payment from Accrued Sick Leave. To be eligible, I must have been a regular, full-time employee for six (6) months. When my accrued sick leave runs out, I desire to receive only the wage loss payments available through State Industrial Insurance. I understand it is my responsibility to notify State Industrial of the date my sick leave pay is discontinued and to complete any forms necessary to receive wage loss payments through State Industrial.

- 2. State Industrial Payments Supplemented by my Sick Leave. I have been a full-time employee for six (6) months or more and request to have the State Industrial pay supplemented by my sick leave in an amount not to exceed 100% of the base pay I receive through the East Columbia Basin Irrigation District.

To do this, I agree to have my regular wages paid to me via use of my accrued sick leave. I fully understand that I must, as a condition of this plan, sign over all payments received by State Industrial to the East Columbia Basin Irrigation District. The Payroll Clerk will, upon receiving this check, determine the number of hours the Industrial Insurance check(s) will buy back and credit the appropriate number of hours back to my accrued sick leave account.

- 3. I request to receive Vacation/Holiday pay for the period from _____ through _____, (vacation request attached), a total of _____ working days. This pay is in addition to, and separate from, the State Industrial wage loss payments.

- 4. I request no wage from accrued Sick/Vacation/Holiday.

Dept. Head: _____

Employee: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved

Not Approved