

January 1, 2002 through December 31, 2004

AGREEMENT

between

QUINCY COLUMBIA BASIN IRRIGATION DISTRICT

and

COLUMBIA BASIN IRRIGATION COUNCIL

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January 1, 2002 through December 31, 2004

AGREEMENT

between

QUINCY COLUMBIA BASIN IRRIGATION DISTRICT

and

COLUMBIA BASIN IRRIGATION COUNCIL

THIS AGREEMENT, between the QUINCY COLUMBIA BASIN IRRIGATION DISTRICT, Quincy, Washington, hereinafter referred to as the DISTRICT, and the COLUMBIA BASIN IRRIGATION COUNCIL, of Moses Lake, Washington, hereinafter referred to as the COUNCIL, is made pursuant to and subject to the Law 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 Quincy 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 Quincy Columbia Basin Irrigation 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 permanent DISTRICT employees except supervisory employees and those whose duty as Deputy, Administrative Assistant or Secretary necessarily implies a confidential relationship the Executive Head of the DISTRICT. A permanent employee for bargaining unit purposes is an employee who has successfully completed a 180 calendar days probationary period. New employees will receive health insurance coverage from date of hire.

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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 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 Union Security

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

Agency Shop - Employees covered by work classification listed in Appendix A of this Agreement and who

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complete thirty (30) days of continuous 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 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 the 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 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 in accordance with these provisions or a like payment to a charitable institution.
3. State that the COUNCIL has 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 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) 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) day period, suspend or discharge the employee.

Method of Dues and Fees Collection and Payment

The DISTRICT shall furnish the COUNCIL with the name and address of employees hired for regular

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positions not more than ten (10) working days from date of hire and shall make a monthly payment to the COUNCIL which represents the number of employees covered by this Agreement, minus excluded employees, times the COUNCIL regular monthly dues rate.

The DISTRICT will forward to the COUNCIL copies of any requests received from employees for exemption from 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 spaces on each Bulletin Board which may be used by the Council for posting notices.

Section 1.8 - Access by COUNCIL Representative

The duly authorized business representative of the COUNCIL upon notification to the Watermaster, who in turn shall clear with management, 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 watermaster sections visited or submit a written log to the manager within three (3) days.

ARTICLE 2 - GENERAL WORKING RULES

Section 2.1 - Work Day and Work Week

(a) Except as hereinafter otherwise provided, eight (8) hours, Monday through Friday, 7:30 A.M. to 11:30 A.M. and 12:00 noon to 4:00 P.M. shall constitute a normal work day and five (5) consecutive days shall constitute a normal work week. Employees working on a canal break, weed spray operators, clerical employees, and relief riders will have shifts in variance to the above as required. The DISTRICT will give a minimum of forty-eight (48) hours notice if changing work days or in case of emergency, advance notice may not be given when changing shift hours.

(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 (a) above.

Section 2.2 - Established Headquarters

Present established Headquarters are located at Adco Camp, Winchester Camp, Quincy Camp, George Camp, Royal Camp and Blythe Camp. Other Headquarters may be added or present Headquarters may be eliminated as conditions warrant.

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Section 2.3 - Temporary Headquarters

(a) Temporary Headquarters shall mean any Headquarters set up by the DISTRICT for a job of temporary nature such as, but not limited to (1) repair, maintenance or construction of canals, laterals, drainage facilities, water related structures, pipelines, buildings, or roads, (2) filling in for an employee who is temporarily unable to perform his/her duties.

(b) The Headquarters set up may be of a temporary nature or at an established headquarters.

(c) The period of time for a temporary job shall not exceed one hundred twenty (120) working days. The employee(s) assigned to a job will be provided with transportation to and from his/her established headquarters to the temporary headquarters, or at the option of the DISTRICT, paid for reasonable and authorized expenses to live in the vicinity of the temporary job.

(d) When assigning an employee to a temporary headquarters he/she will be given a minimum of twenty-four (24) hours advance notice unless an emergency exists.

Section 2.4 - 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 replace personal tools owned and used by those employees required to furnish their own tools as a condition of their employment when lost or destroyed by fire or proven theft while on the DISTRICT'S property or in a DISTRICT vehicle and stored under lock and key. The employee will be reimbursed for the value of the tools, less \$25.00, providing he has submitted a list of the tools and their value to the DISTRICT prior to the loss. This list shall be updated each year to show additions, deletions, and present value.

The DISTRICT will pay each Mechanic who has worked at least six (6) months for the DISTRICT by January 1st of each year two hundred twenty-five dollars (\$225.00). Such payment is to be made the first pay period in January.

All employees and the DISTRICT will observe all applicable State and Federal Safety Laws.

As a condition of employment, all employees shall: 1) observe all applicable state and federal safety laws and regulations; and 2) obtain and maintain any and all required licenses and certifications necessary to perform their job duties. In addition to the requirements of Section 4.1(d), the DISTRICT shall pay the expenses to obtain and maintain any other required licenses or certifications. Employees shall have one hundred eighty (180) calendar days to obtain said licenses.

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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, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day and one (1) Personal Holiday.

(1) The Personal holiday shall be governed as follows:

(a) He/She has been employed with the DISTRICT at least one hundred eighty (180) calendar days.

(b) He/She gives at least ten (10) calendar days notice of his/her intention to take his/her personal holiday.

(c) His/Her absence will not adversely hinder the DISTRICT'S operation.

(d) His/Her Supervisor has approved the time off.

(b) By agreement between the DISTRICT and the COUNCIL the date of celebration of the above holidays may be changed.

(c) If a 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.

Section 3.2 - Vacations (Annual Leave)

(a) All permanent employees will accrue vacation time as follows:

(1) First three (3) years of service - four (4) hours per pay period.

(2) Three (3) years to Fifteen (15) years of service - six (6) hours per pay period.

(b) All unused annual leave is lost at the termination of the last day of the first pay period in February EXCEPT that a maximum of annual leave of thirty (30) days may be accumulated and be available to the employee beyond that date.

(c) If an employee quits without reasonable notice during the irrigation season he shall forfeit all accrued vacation time or pay therefore. For the purpose of this Article, reasonable shall be defined as two (2) weeks notice of voluntary quit.

(1) All vacation must be approved in advance and will be granted in accordance to seniority except that once it is granted it will not be altered because an employee with more seniority subsequently requested the same

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date(s).

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(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.

(f) Employees hired as regular/permanent employees prior to January 1, 1986 shall receive additional vacation benefits as follows:

(1) Over fifteen (15) years of service - eight (8) hours per pay period.

Section 3.3 - Sick Leave

(a) Except as herein provided, sick leave will accrue from the date of employment at the rate of thirteen (13) days per year.

(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 work day 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 for more than three (3) days. To be entitled to sick leave, the employee must be at home or under a doctor's care.

(1) In addition to the requirements of State and Federal law, up to forty (40) hours of accrued sick leave per calendar year may be used by eligible employee's for birth of the employee's child; placement of a child with the employee for adoption or foster care; a serious health condition of the employee's child, spouse or parent.

(c) The DISTRICT agrees to follow the State policy on sick leave remuneration as of January 1, 1981, with the following exceptions:

(1) Four (4) hours of sick leave credit shall be granted for each pay period in which a full time employee is in pay status after he/she has fulfilled the specified probationary period of employment.

(2) Delete references to State service and terms referring to MSR356-19-060 and MSR356-06-055.

(d) Employees who separate from the DISTRICT due to retirement or death shall be compensated for twenty-five percent (25%) of all unused sick leave which has accumulated after January 1, 1981, plus time accumulated, not to exceed four hundred eighty (480) hours, before January 1, 1981.

Section 3.4 - Excused Leave of Absence

(a) The DISTRICT may, at its discretion and with advance approval having been obtained from the Manager, grant excused leaves of absence without pay. No benefits shall accrue to the employee during a leave of absence without pay, except as follows:

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(1) For employees with job-related injuries on leave without pay, the State Public Employee's Retirement System may provide Disability retirement.

(2) An employee total 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 Employee's Retirement System for non-duty disability benefits.

(b) The COUNCIL representative will be granted leave with pay when grievances, labor-management meetings, or contract negotiations require absence from his/her job. COUNCIL representatives will be granted annual leave to attend conventions when same requires absence from their jobs, providing it has been approved by the manager and is not taken during a "leave restricted" period.

(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.

(d) Under the following conditions no leave of absence shall be allowed:

- (1) To seek employment
- (2) To be employed elsewhere

(c) 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 his/her former position providing the position has not been filled. If the former position has been filled, the returning employee may be assigned to a lower classification with no loss of pay from the former position.

(f) An employee, during the period he/she is receiving Workmen's Compensation, shall not accumulate sick leave or vacation time.

(g) Industrial cases, jury duty, military duty, and court subpoena for witness shall be considered on leave. The employee shall be entitled to use accrued sick and/or vacation leave, or leave without pay, whichever is applicable.

(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.

(l) One (1) day off, with pay, shall be granted for an employee in the event of the death of a close relative. If necessary, because of travel requirements, two (2) days off, with pay, shall be granted. The second day off shall be applicable only in instances where the total distance required to be traveled is two hundred (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 of funerals of close relatives, which said additional days shall be deducted from an 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.

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

Section 3.5 - Transportation for Operators

The DISTRICT agrees to furnish transportation for Heavy Equipment Operators from established Headquarters to their assigned equipment or work area.

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 pay one hundred percent (100%) of the Industrial Insurance Premiums.

(b) The employer pays one-half (1/2) of the medical aid premiums and one-half (1/2) of the Labor and Industries pension premium.

(c) The employee pays one-half (1/2) of the medical aid premium and one-half (1/2) of the Labor and Industries pension premium.

Rates are subject to change as required by law.

(d) Employees who are eligible for State of Washington Industrial Insurance lost time pay benefits and who 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. Employees who are injured on the job and who are being compensated under the Workmen's Compensation Act may elect to remain covered under the District's Group Health, Accident, Dental and Life Insurance Program. In such cases the DISTRICT will pay that share of the insurance premium prescribed in Section 3.10 of this Agreement for a maximum of six (6) months. For each such month the employee's sick leave accrual shall be reduced by an amount equal to the monthly insurance premium. When sick leave accrual is not available, annual leave shall be used in its place. No sick or annual leave will be earned while employee is on industrial accident leave, nor shall the employee receive holiday pay.

Section 3.7 - State Retirement

The DISTRICT participates in the State Public Employees Retirement System.

Section 3.8 - Housing

DISTRICT housing, if available, may be rented on a monthly basis to qualified DISTRICT employees. The rental to be charged shall be determined by the DISTRICT based upon the DISTRICT'S actual overall cost of maintenance of and improvements to its housing facilities for the preceding year. Rental charges may be varied based upon the size and/or location of the dwelling. Rental rates shall be determined annually and shall become

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effective March 1 of each year. The DISTRICT will give thirty (30) days written notice to the COUNCIL on any change in its housing policy.

Section 3.9 - Telephones

(a) Employees, including electricians, pump mechanics, ditch riders, and relief ditch riders, who are required in writing by the DISTRICT to have a telephone for DISTRICT use shall have their names and phone numbers published in the telephone directory covering their area and will be reimbursed for the exact basic rate of the monthly billing, plus toll charges incurred expressly on behalf of the DISTRICT. Extra phones, special type phones, long cords, or any other extra items will not be allowed for reimbursement. District reimbursement is for land line telephones only. In no case will higher rate reimbursement be made without prior approval by the Manager.

(b) Authorized reimbursement will be made monthly, provided the employee submits proper monthly phone billings clearly demonstrating the basic monthly rate, toll charges incurred on behalf of the DISTRICT and a pro rata share of all taxes paid. No other costs or charges will be reimbursed unless specifically authorized by the Manager pursuant to item (a) above.

(c) Charges for installation of basic service will be reimbursed by the DISTRICT the month following receipt of the billing statement from the employee.

Section 3.10 - 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, dental, vision, life, and accidental death insurance plans.

(b) The DISTRICT shall make available and administer a group insurance program described above 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.

(1) Effective January 1, 2002, the DISTRICT will pay up to the average of the tiered premium rates required by the Public Employees Benefits Board (PEBB) for benefits programs available to DISTRICT employees as determined by the PEBB. Effective January 1, 2003 and again effective January 1, 2004 the DISTRICT will pay up to 95% of the average of the tiered premium rates required by the PEBB in each of those years. Employees will pay by payroll deduction any premiums in excess of that paid by the DISTRICT. 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 average rate paid by the DISTRICT. (Federal Code 125 Plan to be implemented the second year of the proposed agreement for the medical premium contribution only.)

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Section 3.11 - Weed Sprayer Bonus

The DISTRICT agrees to increase the rate of pay by One dollar (\$1.00) per hour for qualified personnel while spraying.

The DISTRICT will pay personnel assigned to a shotcrete crew an additional One dollar (\$1.00) 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 3.12 - Protective Clothing

The DISTRICT will furnish to each bargaining unit employee the following personal protective equipment through a signed check-out procedure:

- a. Hard Hat
- b. Non-prescription Eye Protection
- c. 2 PR. - Work Gloves
- d. Individual Respirator and Cartridges
- e. 2 PR. - Work Coveralls
- f. Ear Protection
- g. Rubber Boots
- h. Rain Gear

In the course of normal use, if any issued personal protective equipment becomes damaged or worn and is no longer usable, a new item will be issued upon the return of the old worn or damaged equipment. All employees will be responsible for having their issued protective equipment available and ready for work as required. The DISTRICT will make laundry equipment available at each Headquarters. Employees who are unable to work, due to the absence of issued personal protective equipment, will be placed on leave without pay until the proper equipment is produced. Employees will be responsible for the replacement of protective equipment if its deemed unusable by abuse, neglect or loss.

In addition, the DISTRICT will furnish each bargaining unit employee other safety equipment, on an as needed basis, such as:

- a. Nitrile Gloves
- b. Welding Clothing
- c. Additional Ear Protection
- d. Chain Saw Chaps
- e. Spray Coveralls
- f. Tarring Coveralls

As needed, items will be checked through the section supervisor and returned when through. Employees will also be responsible for the replacement of these additional protective items if they are deemed unusable by abuse, neglect or loss.

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Section 3.13 - Jury Duty

(a) Regular employee 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 employment.

(b) Any payment received as a result of serving on the jury shall be deducted from the employee's earnings.

(c) The employee shall be entitled to all monies received for travel.

Section 3.14 - 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 3.15 - Credit Union Payroll Deduction

A payroll deduction for those employees desiring to transfer a portion of their bi-weekly paycheck to the Columbia Basin Federal Credit Union will be allowed. The transfer, once made may not be changed more than once every six (6) months unless the employee wishes to cease entirely; in this case he/she may re-enter no sooner than six (6) months after withdrawing.

ARTICLE 4 - REIMBURSABLE EXPENSES

Section 4.1 - Reimbursement

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

(a) Travel to and from Temporary Headquarters, from or to Established Headquarters will be at DISTRICT expense.

(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 authorized expenses.

(1) Employees on the payroll January 1, 1990, who are required by the DISTRICT to possess a valid commercial driver's license as a condition of employment, shall be reimbursed for required testing and physical

QUINCY examination costs to obtain said license. Employees hired after January 1, 1990, shall obtain such license at their own expense. The DISTRICT will pay up to One hundred twenty-five dollars (\$125.00) for the cost of renewing the required CDL license. Page 12

ARTICLE 5 - PROMOTIONS, TRANSFERS, LAYOFFS, TERMINATIONS, DISCHARGES & SUSPENSION

Section 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.

(a) Personnel Development:

(1) In recognition of the mutual advantages to the DISTRICT and the employees, the DISTRICT agrees to make every reasonable effort to utilize existing employees when training is determined to be necessary. Selection for such training shall be consistent with the employee's demonstrated ability and potential.

(2) The DISTRICT and the COUNCIL, shall adopt rules and procedures for on-the-job training accompanied by educational training, if desirable, and take appropriate action with respect to:

- (a) The screening and wage levels for individual trainees during training.
- (b) The training and related instructions of trainees
- (c) The appointment of a training advisor for each trainee
- (d) Other appropriate related matters.

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 - Layoffs

Layoffs may result from curtailment of funds, reduction of force, or inclement weather. Layoffs will be, so far

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as practicable as determined by the DISTRICT in the reverse order of hiring by the DISTRICT. Employees laid off will be eligible for reinstatement for a period of one (1) year. When an employee is recalled for employment, he/she shall have thirty (30) days to respond to the DISTRICT. If no response is received by the DISTRICT within thirty (30) days then their name shall be removed from the recall list.

Section 5.4 - Termination

Termination may be voluntary on the part of the employee, or may result from the elimination of the position, or may result from temporary employment. Termination of employment severs all relationship between the DISTRICT and the employees.

Section 5.5 - Discharge and Suspension

Discharge or suspension will be for cause and may be effective immediately.

Section 5.6 - Job Posting and Bidding

(a) Ditchriders and Canal Maintencemen

- (1) When a position is available, the DISTRICT will post a notice to hire at each Watermaster Section Office, Shops, Tech Services, and the Main Office, stating minimum qualifications, opening and closing dates. Anyone within or outside of the DISTRICT may apply.

(b) Electrician, Pump Mechanic, Mechanic, Welder, Building Repair, and Maintenance.

(1) The DISTRICT will post a notice to hire, whenever a position becomes available at each Watermaster Section Office, Shops, Tech Services, and the Main Office stating minimum qualifications, opening and closing dates. These positions will be open to permanent DISTRICT employees first. If a qualified individual cannot be found from within the ranks, the job will then be opened to the general public.

(c) The COUNCIL shall be provided a copy of notices to hire and such notices shall be posted for a minimum of five (5) working days.

ARTICLE 6 - WAGES AND PAY PRACTICES

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 hereof, and cover the period specified.

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Section 6.2 - Pay Period

Pay period shall be every two (2) 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 time in excess of forty (40) regular time hours in any work week, shall be paid at the rate of time and one-half.

(b) Work performed on a holiday shall be paid at one and one-half times the hourly rate for the time actually worked in addition to regular holiday pay.

Section 6.4 - Work Outside Established Hours

(a) 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 an employee who is called out, by a duly authorized person or persons, for the purpose of working outside his/her regularly scheduled hours. Multiple callouts, beyond the initial one, occurring during the minimum guarantee period of two (2) hours shall not be paid. If the callout period overlaps into the established work day, the employee who had been called out will be paid at said overtime rate only for that time worked outside his established hours of work.

Section 6.5 - Inclement Weather

(a) 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. 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. When employees are held for trouble calls and miscellaneous work, employees will receive a minimum of four (4) hours work or pay.

(b) When weather conditions are such that, in the opinion of the District Manger, work in a watermaster section can no longer continue, either as a whole or in part, the crew or parts thereof will be distributed to another section or sections. Such temporary reassignment shall continue until reasonable notice is given to each employee temporarily reassigned that they are to return to their established headquarters.

(c) When weather conditions inhibit the overall working conditions of the DISTRICT, the entire work force shall be laid off by the DISTRICT Manager until the conditions subside. In cases of DISTRICT need, the DISTRICT Manager will recall qualified employees on the basis of seniority, assuming the employee can be notified. If the person with the most seniority cannot be notified within a reasonable amount of time, the next qualified man on the list will be sought and so on.

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(d) When temporary headquarters are assigned, due to inclement weather, transportation to and from shall be provided by the DISTRICT, although District employees will travel on their own time.

Section 6.6 - Pay for Temporary Classifications

(a) Any employee who is capable of doing the work assigned to him at a higher classification shall receive the prevailing rate of pay for such higher classification during that period of such assignment, provided, however, that to qualify for temporary upgrading, the employee must assume the full duties and responsibilities of such higher classification.

(b) Any trainee who is assigned to a higher classification job while learning the job shall receive only his normal trainee rate of pay. Once the trainee has learned the work and is capable of doing the higher classification job, he shall receive the rate of pay set forth in the agreement when performing at the classification job.

Section 6.7 - Holiday Pay

(a) On those holidays specifically enumerated in Article III, Section 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 pay status on the working day immediately preceding or following the holiday unless excused by the employer.

(c) Permanent employees working regularly scheduled part-time employment shall received pro-rated holiday pay based hours worked per week as compared with the normal work week.

Section 6.8 - Standby Pay

Should the manager assign employees to perform standby such employees will receive thirty dollars (\$30.00) for each calendar day of designated standby. Such standby time will normally be between the end and the beginning of their usual day shift.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 - Grievance Procedure

(a) 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.

(b) An employee or a group of employees who consider they have a grievance as defined in (a) above may present such a grievance in writing within fourteen (14) calendar days of its alleged occurrence to the employee's immediate supervisor, with a copy to the Manager. The immediate supervisor shall attempt to resolve it within seven

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(7) calendar days after it is presented to him.

(c) 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 COUNCIL representatives and the aggrieved party(s) 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.

(d) 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

(a) The parties agree to timely establish a panel of three (3) standing arbiters to hear and resolve all contract disputes that reach arbitration pursuant to Article 7.1.(d) above. If the parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from the Federal Mediation and 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 also be filled by the above procedure. 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 arbitrator (arbitrator's fee and arbitrator'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.

(b) 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.

(c) 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.

(d) Time limits specified in the grievance procedure may be extended by mutual agreement of the parties.

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ARTICLE 8 - MISCELLANEOUS

Section 8.1- Term

This Agreement shall become effective January 1, 2002 and shall continue in full force and effect through December 31, 2004. 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 8.2 - Council Representative

RCV 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 six days prior to the expiration date of the Agreement." If the question of representation is to be raised, the guidelines WAC 196-132-115 will apply.

Section 8.3 - 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 statues of the State of Washington (RCW 87).

Section 8.4 - Notices

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

ARTICLE 9 - SENIORITY

Section 9.1

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 this 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 return to work or his 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.

QUINCY Section 9.2

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Seniority is defined as the relative position of an employee in relation to other employees based on his most recent beginning date, as accurately as can be determined, of continuous employment. Employees who have the same beginning shall be placed on the seniority list according to their Social Security Number. A year of service is two thousand eighty (2,080) 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.

Section 9.3

Present or new employees of the Bargaining Unit who have completed or hereafter complete one hundred eighty (180) probationary calendar days or more of offered employment, shall be placed on the seniority list in the manner provided by Section 9.2. During the probationary period any 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

An employee's seniority status will be protected during a leave of absence granted by the DISTRICT for a period of not in excess of one (1) year if due to layoff for lack of work by the DISTRICT; and for not in excess of one (1) year unless extended by mutual agreement, because of illness or injury, when the employee advises the DISTRICT of his intent to return to duty following a period of one or more, when he was unable to work because of sickness or injury. The DISTRICT may require a physician's report stating the dates the employee was unable to work and that the employee is physically and mentally able to resume all his duties.

Section 9.5

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.

Section 9.6

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

Section 9.7

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

(a) Discharge for cause.

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(b) Voluntarily quit.

(c) If an employee, having been laid off, fails to report within seventy-two (72) hours after time of posting Notice of Recall by registered mail addressed to the employee's last known address.

(d) Lay-off without recall for more than twelve (12) months.

(e) Failure to report to work at termination of leave of absence.

Section 9.8

The DISTRICT agrees to recognize, among other things, the principle of seniority in respect to lay-offs, recalls, promotions, demotions and transfers.

Section 9.9

In all lay-offs the last person laid off shall be the first person hired back.

Section 9.10

For the purpose of this Article, seniority shall be by date of hire.

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

By: _____
President

ATTEST:

Date: _____

QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT

By: _____
President of the Board

ATTEST:

Date: _____

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APPENDIX A

This appendix sets forth the rates of pay for job titles indicated. Job titles are grouped into two payroll classifications: Group 1 and Group 2.

<u>Payroll Classification - Group 1</u>	<u>1/1/02</u>	<u>1/1/03*</u>	<u>1/1/04**</u>
	<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>
<u>Job Title</u>			
Ditchrider and Canal Maintenanceworker			
Journeylevel-----	\$14.53		
Training Step 3-----	\$14.42		
Training Step 2-----	\$14.28		
Training Step 1-----	\$14.17		
Designated Relief Ditchrider-----	\$15.09		

#This rate applies only to those employees who have successfully bid and been assigned by the DISTRICT to perform the duties of a relief ditchrider on a regular basis.

<u>Payroll Classification - Group 2</u>	<u>1/1/02</u>	<u>1/1/03*</u>	<u>1/1/04**</u>
	<u>\$/Hour</u>	<u>\$/Hour</u>	<u>\$/Hour</u>
<u>Job Title</u>			
Heavy Equipment Operator, Mechanic, Pump Mechanic, Welder, Electrician and Building Repairworker			
Journeylevel-----	\$16.55		
Training Step 4-----	\$15.70		
Training Step 3-----	\$15.53		
Training Step 2-----	\$15.40		
Training Step 1-----	\$15.25		

All employees at or above Journeylevel rate of pay on December 31, 1974 were frozen at their then level, and will retain this advantage for the duration of their tenure with the DISTRICT.

On January 1, 2002, increase the 2001 rates by 0% (no COLA).

*On January 1, 2003, increase the 2002 rates by 2.5%.

**On January 1, 2004, increase the 2003 rates by 90% of the increase in the CPI-W, All Cities, All items, for the period November 2002 to November 2003, with a minimum of 2.5% and a maximum of 3.5%.

ELECTRICIAN III, to be paid at the rate of \$18.00/hour. The requirement of this job will be L & I Certification, and the position will be available to all current employees doing electrical work for the DISTRICT who obtain said Certification.

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APPENDIX A (cont'd) - NOTES ON PAYROLL CLASSIFICATIONS AND JOB TITLES

A. Payroll Classification Group 1 - Ditchrider and Canal Maintenanceworker

- (1) Beginning employees in Ditchrider and Canal Maintenanceworker job titles will start at Training Step 1. Each additional step requires a minimum of one (1) year of approved training plus the completion of any educational course approved by the COUNCIL and the DISTRICT.
- (2) All Ditchriders and Canal Maintenanceworkers who are at Training Step 1 or above, have operated a crawler tractor, wheel tractor, loader, backhoe, telescoop, excavator or dragline for a minimum of fifty (50) hours, and have demonstrated the ability to properly operate and maintain the particular type of equipment, shall receive \$0.65 per hour additional pay during the time they operate the particular type of equipment. After operation of 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 Payroll Classification Group 2 pay at the same pay step held by the employee in Payroll Classification Group 1, except Journeylevel, which shall receive the Step 4 pay rate plus 10 cents during the time he operates the equipment.
- (3) An Operator of a grader, hi-pressure pipe cleaner or ditcher may qualify for \$0.65 per hour additional pay during the time he operates such equipment providing he has demonstrated the ability to properly operate and maintain said equipment and has logged at least twenty-five (25) hours on operation of other minor heavy equipment. The employee will qualify for Payroll Classification Group 2 pay at the same step held by the employee in Payroll Classification Group 1, except Journeylevel, which shall receive the Step 4 pay rate plus 10 cents pay during the time he operates said equipment providing he has completed a minimum of fifty (50) hours on said grader, hi-pressure pipe cleaner or ditcher, plus fifty (50) hours on other minor heavy equipment and has completed such additional training or education courses as may be approved by the COUNCIL and the DISTRICT.
- (4) Combination jobs, such as load and haul materials, will give the loader operator one-half time credit for the hours so worked.

B. Payroll Classification Group 2 - Heavy Equipment Operators (Dragline, Crane, Backhoe, Gradall), Mechanics, Electricians, Building Repairworker, Pump Mechanics, Welders

- (1) The DISTRICT shall have the right to determine salary placement on the salary schedule for new hires.

LETTER OF UNDERSTANDING

The Parties agree to form a labor/management committee comprised of two DISTRICT representatives selected by the DISTRICT and two bargaining unit members selected by the COUNCIL. The committee will, in contract year 2003, study alternatives to the existing medical plans. If an alternative plan offering the same or superior benefits at a lower cost is recommended by a majority of the committee it will be forwarded to this DISTRICT board and COUNCIL membership for consideration, with the recommendation of the committee. If a less expensive plan with different levels of coverage is recommended by a majority of the committee it will be presented to the DISTRICT board and COUNCIL membership for consideration, with the recommendation of the committee.

Neither party to this agreement waives its statutory negotiation rights as such may apply.

COLUMBIA BASIN IRRIGATION COUNCIL

By: _____
President

ATTEST:

Date: _____

QUINCY COLUMBIA BASIN IRRIGATION DISTRICT

By: _____

ATTEST:

By: _____