

**January 1, 2002 through December 31, 2004**

**AGREEMENT**

**between**

**SOUTH COLUMBIA BASIN IRRIGATION DISTRICT**

**and**

**COLUMBIA BASIN IRRIGATION COUNCIL**

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January 1, 2002 through December 31, 2004

**A G R E E M E N T**  
between  
**SOUTH COLUMBIA BASIN IRRIGATION DISTRICT**  
and  
**COLUMBIA BASIN IRRIGATION COUNCIL**

THIS AGREEMENT dated this 1st day of January 2002 between the **South Columbia Basin Irrigation District**, Pasco, 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 South 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.

A regular employee for bargaining unit purposes is an employee who has successfully completed a 180-calendar day probationary period with the DISTRICT within a twelve consecutive month period. Temporary service shall not be used to satisfy the probationary period. An employee who gains regular status will have a seniority date beginning with his/her last date of hire and shall accrue annual and sick leave. Nothing herein shall be construed to enhance an employee's tenure or permanence with the DISTRICT by the fact that for purposes of definition, said employee is a regular employee.

**Section 1.2 - Mutual Obligations**

The DISTRICT is engaged in the operation and maintenance of laterals, 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 - Right to Strike Not Granted**

Nothing contained in this Agreement shall permit or grant any employees the right to strike or neglect or refuse at any time to perform his assigned duties and there shall also be no lockouts on the part of the employer for the duration of this Agreement.

**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 classifications listed in Exhibit "A" of this Agreement and who complete thirty (30) consecutive 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.

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, hold harmless, and defend at its own expense 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 Agency 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 employees hired for regular positions within ten (10) working days of 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 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 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 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.

### **Section 1.9 - Probation**

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

### **Section 1.10 - Temporary Employees**

Temporary employees hired by the DISTRICT for a duration of greater than 90 days shall be required to adhere to Section 1.6 of this agreement and become members of the COUNCIL or pay the agency fee as required in Section 1.6 of this agreement.

## **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, 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 watermaster field office or regular place of business 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 the work site 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 therefor may be made from his 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 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.

It is recognized that Mechanics 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 will pay each Mechanic who has worked at least six (6) months for the DISTRICT by January 1st of each year three hundred dollars (\$300.00). Such payment is to be made the first pay period in January.

#### **Section 2.4 - Safety**

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

### **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
  - Presidents day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - 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 one (1) personal holiday during each payroll year provided:
- (1) The employee has been employed with the District at least six (6) calendar months.
  - (2) The employee gives at least 24 hours notice of his intention to take the personal holiday.
  - (3) The employee's absence will not adversely hinder the District's operation.



- (4) The employee's supervisor has approved the time off.

**Section 3.2 - Vacations (Annual Leave)**

- (a) All regular employees will accrue vacation time as follows:  
First three years of service----- 4 hours per pay period  
Three years service and over----- 6 hours per pay period  
Twenty-five years of service and over----- 8 hours per pay period  
For employees hired prior to Monday, April 13, 1981, with over fifteen (15) years  
service-----8 hours per pay period
- (b) Effective 2003, all unused annual leave is lost at the termination of the last day of the first pay period in January, EXCEPT that a maximum of annual leave of thirty (30) days may be carried 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 therefor. Reasonable shall be defined as no less than two (2) weeks notice of voluntary quit.
- (d) All vacation leave must be approved in advance provided that vacation requests for five (5) days or more shall be made at least two (2) weeks in advance of the requested vacation dates.
- (e) If hospitalized or confined due to sickness while on annual leave, with a doctor's certificate, such time shall be charged as sick leave at the employee's request.
- (f) It is understood and agreed that the DISTRICT will not cash out any employee for unused annual leave in excess of thirty (30) days at the time of retirement or separation of employment.

**Section 3.3 - Sick Leave**

- (a) Except as herein provided, sick leave will accrue from the date of employment at the rate of 4 hours per pay period.
- (b) Sick leave may be used for an absence due to an employee's illness or injury or that of a family member who resides in the employee's household.
- (c) To be credited with sick leave, an employee must see that notification is given to his supervisor prior to the beginning of the workday on the first day of his absence from work because of illness, and a doctor's certificate shall be required for verification of illness lasting more than five (5) consecutive work days.
- (d) 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
- (e) If an employee's total use of sick leave (January 1 to December 31) is less than six (6) days per year that employee shall receive a cash bonus as follows:

For less than six (6) days	\$50.00
For less than five (5) days	\$75.00
For less than four (4) days	\$100.00
For less than three (3) days	\$175.00
For less than one (1) day	\$300.00

For the purpose of calculating annual use, bereavement leave shall not be used.

- (f) Sick leave may be used for approved FMLA leave. To receive credit for sick leave during FMLA leave, a request must be submitted and approved by the Human Resources Manager prior to the beginning of the leave period.

### **Section 3.4 - Excused Leaves of Absence**

- (a) The DISTRICT may, at its discretion, grant excused leaves of absence without pay, provided that leave of absence without pay shall not be granted while appropriate paid leave is available. 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 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 may at its discretion grant paid leave for certain COUNCIL-DISTRICT business. COUNCIL-DISTRICT business for the purpose of this Section 3.4(b) is described as grievance hearings, labor-management meetings, and/or collective bargaining which specifically and directly affect the DISTRICT and its employees. Requests for such paid time shall be made and approved in advance by the employee's immediate supervisor. 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, provided that approved leave without pay used for COUNCIL business shall not affect benefit accruals.
- (c) An employee on leave of absence for any reason shall make arrangements with the DISTRICT to pay any premium costs necessary on his group insurance and hospitalization. An employee who has not pre-paid monthly premium cost 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 is qualified when an opening occurs.
- (f) An employee, during the period he 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, annual or bereavement leave, whichever is applicable. In the event that an employee is subpoenaed as a witness, that employee may elect to use annual leave.

- (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 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 (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. 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 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, Dental, 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 an amount of time to the nearest one (1) dollar value which is equal to the total monthly premium for Group Health, Dental, Accident and Life Insurance. When sick leave accrual is not available, annual leave shall be used in its place.
- (e) Accrued sick leave and/or vacation may be used to supplement any Industrial Insurance lost time benefit received by an employee. Vacation shall not be used in place of Industrial Insurance lost time benefit. In no event shall the combined use of any accrued leave and the Industrial Insurance lost time benefit exceed 100% of the employee's base wage.

### **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.

- (a) Employees who retire under the State Public Employees Retirement System while still in the employment of the DISTRICT will be allowed to remain covered under the DISTRICT'S group medical plan as long as:

- (1) Such a plan exists for bargaining unit employees.
- (2) They make premium payments at the DISTRICT'S Pasco, Washington office in the full amount of the monthly premium before the 20th of the month preceding the due date of such premium. Such payment to be made payable to the DISTRICT.
- (3) The employee is not sixty five (65) years of age.
- (4) The employee has ten (10) years continuous service with the DISTRICT at the time of retirement and is at least fifty five (55) years of age.

It is understood and agreed that if payment is not made as set forth above, the employee has voluntarily removed himself/herself from coverage under the District's group medical plan.

### **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 written notice to the COUNCIL on any change in its housing policy.

### **Section 3.9 - Telephone**

- (a) The DISTRICT will pay basic telephone charges for those employees required by the DISTRICT to have telephone service. Telephone service reimbursement checks will be distributed twice a year, June and December. The DISTRICT will be responsible for installation in DISTRICT-owned housing. Phone service will be available for listing in the employee's name on the District's telephone directory.
- (b) It is the policy of the District to provide cell phones to Ditchriders for communications with landowners, operators, and supervisory personnel. Employees issued cell phones are responsible for all personal calls and shall reimburse the District for said personal calls. Personal calls shall be logged to create a record of the calls. Employees who fail to reimburse the DISTRICT for all personal calls within 30 days of receiving the phone bill shall be subject to progressive discipline.

### **Section 3.10 - Full Employment**

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

### **Section 3.11 - Insurance**

- (a) Employees covered by the terms of this collective bargaining agreement shall as a condition of continuing employment participate in, be and remain covered under the provisions of employee insurance programs made available by the Public Employees Benefit Board (PEBB) under this Section.
- (b) The DISTRICT shall make available 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 negotiations. The DISTRICT shall furnish the COUNCIL financial information relative to the group insurance plans upon request.

- (c) The DISTRICT will pay a percentage of the averaged tiered premium rates required by the Public Employees Benefits Board (PEBB) for benefit programs available to DISTRICT employees in the Counties of Benton, Franklin, Grant and Walla Walla as determined by the PEBB. Effective January 1, 2002, the DISTRICT will pay 100% of the 2002 averaged tiered premium rates. Effective January 1, 2003, the DISTRICT will pay 95% of the 2003 averaged tiered premium rates. Effective January 1, 2004, the DISTRICT will pay 95% of the 2004 averaged tiered premium rates. Any excess shall be paid by the employee through payroll deduction. 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.

### **Section 3.12 - Special Assignment Pay**

- (a) The DISTRICT will pay employees who are assigned to apply herbicides, pesticides or similar chemicals one dollar and thirty cents (\$1.30) per hour for each hour of such assignment.
- (b) The DISTRICT will pay employees assigned to the Shot-Crete crew one dollar and fifty cents (\$1.50) for each hour spent performing Shot-Crete operations.

### **Section 3.13 - Safety Equipment**

Employees covered by this agreement shall wear footgear that complies with ANZI Z41-1991 during all work hours. With proper documentation, the DISTRICT shall pay up to seventy-five dollars (\$75.00) once every year for the cost of such footgear. The District will allow the unused portion of the designated amount to be accumulated up to a maximum amount of three hundred dollars (\$300.00). Employees shall also wear gloves whenever employee hands are exposed to hazards. The DISTRICT will provide rubber boots and rubber gloves. In addition, the DISTRICT shall provide coveralls where necessary, including those approved for use while spraying chemicals.

### **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 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**

Three days off, with pay, shall be granted for an employee in the event of a death of a close relative. 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 or annual leave. If neither annual nor sick leave is available, leave without pay may be approved. Provided, however, that a maximum of five (5) additional days only may be utilized.

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

#### **ARTICLE 4 - REIMBURSABLE EXPENSES**

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

- 4.1 Employee-furnished vehicle. Mileage will be compensated at the IRS approved rates.
- 4.2 Travel from one Established Headquarters to a new temporary Established Headquarters at DISTRICT request shall be at DISTRICT expense.
- 4.3 An employee selected to represent the DISTRICT at meetings, conferences, training schools, etc., will be reimbursed only for reasonable and authorized expenses.
- 4.4 Any employee covered by this contract and who is required by the DISTRICT, as a condition of employment, or who chooses to maintain a valid CDL or pesticide applicator's license or other certificates required by the Department of Labor and Industries shall be reimbursed by the District for all costs for the required, training and testing and physical examinations associated with maintaining said licenses or certificates. New-hire regular employees shall obtain a valid CDL and the associated physical examination at their own expense if required as a condition of employment, but thereafter shall be reimbursed as provided above.

#### **ARTICLE 5 - PROMOTIONS, TRANSFERS, LAYOFFS, TERMINATIONS, DISCIPLINE**

##### **Section 5.1 - Promotions**

Promotions and transfers shall be on the basis of seniority only when qualifications, ability, job attendance, experience, and competence are relatively equal. All applications will be considered and current regular employees who have successfully completed the probationary period shall be given preference. However, the DISTRICT shall determine the need to fill any vacancy or new position.

##### **Section 5.2 - Transfers**

- (a) When a position is available all written applications will be considered and current regular employees who have successfully completed the probationary period shall be given preference.
- (b) Transfers may be made by management for the convenience or benefit of the DISTRICT.

##### **Section 5.3 - Job Posting and Bidding**

When any position covered by this contract is available, the DISTRICT shall send notice to the COUNCIL and will post a notice of Job Opening for a minimum of 5 working days at all watermaster offices, shops, and meeting rooms, stating the minimum qualifications and opening and closing dates. Current regular employees who have successfully completed the probationary period shall be given preference, if qualified for the posted position.

## **Section 5.4 - Layoffs**

**Section 5.4.1** Layoffs may occur as a result of lack of work, lack of funds, inclement weather, changes in technology, position elimination, or the need to achieve operational efficiency, as determined by the DISTRICT.

**Section 5.4.2** Employees will be laid off by job title and DISTRICT seniority in that job title. An employee identified for layoff may bump an employee in the same job title with less DISTRICT seniority. The least senior employee in a job title may bump the least senior employee in the same payroll classification if the bumping employee has more DISTRICT seniority and believes he/she is qualified to successfully perform the work of the employee being bumped. If the bumping employee feels he/she is not qualified or is not eligible or otherwise does not wish to bump the least senior person in the same payroll classification, he/she may bump the least senior employee in the other payroll classification provided he/she has more DISTRICT seniority. An employee bumping into a job title in which the employee has not previously worked shall be subject to a six (6) month trial service period during which the DISTRICT will determine whether the employee is qualified to perform the work successfully. If at any time during the trial service period the DISTRICT determines the employee to be unable to perform the work successfully, the employee shall be laid off, but shall maintain recall rights. An employee who does not exercise bumping rights provided by this Section shall be laid off.

**Section 5.4.3** Employees who are on layoff and who are otherwise qualified will maintain recall rights to the job title from which they were laid off or bumped for a period of two (2) years. The last employee in a job title laid off or bumped for lack of work shall be the first person recalled to an opening in his former job title, provided that the employee keeps the DISTRICT advised of his/her current address.

## **Section 5.5 - 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 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 hereof, and cover the period specified.

### **Section 6.2 - Pay Period**

Payroll checks will be issued 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.
- (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.

**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 regularly scheduled hours. Multiple call-outs, beyond the initial one, occurring during the minimum guarantee period of two (2) hours shall not be paid. 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 established hours of work.

**Section 6.5 - Work Cancellation**

The following will apply when the DISTRICT cancels all or part of a normal work shift due to inclement weather conditions:

- (1) The District will provide up to forty (40) hours pay in each calendar year for each employee covered under this agreement for work cancellation by the District due to inclement weather conditions.
- (2) If employees covered under this agreement are not notified one hour prior to the beginning of their regular shift or during their regular shift they shall be credited an additional 2 hours of inclement weather pay in addition to the total of 40 hours as provided above. In no case shall the employee be credited overtime due to the cancellation of a shift by the District during normal working hours.
- (3) Employees may elect to use annual leave for work cancellations by the District in excess of the forty (40) hours annually, plus any additional hours accumulated as outlined in paragraph 2 above, provided by this section.

**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 that classification job.
- (c) A twenty-five cent (\$0.25) shift premium shall be paid for any assigned start time after 12:00 noon.

### **Section 6.7 - Paid Leave**

- (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) Employees on temporary assignment lasting 30 calendar days or more, shall be paid a leave allowance of eight (8) hours' pay at the rate of pay in effect their last regular workday before the leave is taken. This applies to holiday, annual leave, sick leave, jury duty, and bereavement leave.
- (c) 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.
- (d) 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**

To respond to power generation needs during the water season, the DISTRICT will establish a standby list for Ditchriders, by Watermaster Section. Ditchriders will assist the Watermaster and Assistant Watermaster in responding to power operations needs. Ditchriders assigned to standby will receive \$30.00 for each calendar day of designated standby, normally between the end and beginning of their usual day shift. To qualify for standby, employees covered under this agreement, must be in a regular work pay status their last regular workday before the evening of the assigned standby.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 7.1 - Grievances**

**Section 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.

**Section 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 immediate supervisor, who shall attempt to resolve it within seven (7) calendar days after it is presented to him.

**Section 7.1.3** If the employee or employees are not satisfied with the solution by the immediate supervisor, the grievance, with the assistance of the COUNCIL, may be presented in writing within seven (7) calendar days to the DISTRICT Human Resources Manager. The Human Resources Manager will meet with the 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 Human Resources 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.

**Section 7.1.4** Any grievance involving the interpretation or application of this Agreement which is not resolved by the Human Resources 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 Human Resources Manager.

## **Section 7.2 - Arbitration**

**Section 7.2.1** In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) calendar days following the above said demand for arbitration, the demand may be filed with the Federal Mediation and Conciliation Service (FMCS). The arbiter shall be selected according to FMCS procedures. 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.

**Section 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.

**Section 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.

**Section 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 (60) 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 of each year, and furnish copies of such list to the COUNCIL. The list shall reflect the provisions of Section 9.2. Any request by an employee for correction with respect to 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 return to work, or 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 shall remain posted and in effect until replaced by a new revised list. The Seniority List shall form the basis for determining the order of layoff.

### **Section 9.2 - Definition**

**Section 9.2.1** Seniority is defined as length of continuous service within the Bargaining Unit, including USBR time for employees employed by the DISTRICT at the time of take-over from USBR. Employees shall be listed on the seniority list by payroll classification, job title and DISTRICT seniority.

**Section 9.2.2** In the event of ties in paragraph (1) above, employee's social security number shall govern.

### **Section 9.3 - Probation**

Present or new employees of the Bargaining Unit who have completed or hereafter complete 180 calendar days of probationary employment shall be placed on the seniority list in the manner provided by Section 9.2. 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 - Loss of Seniority**

An employee shall lose all seniority 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.
- (e) Two (2) years from time of layoff.
- (f) Terminations under Section 1.6 of this Agreement.

#### **Section 9.5 - 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.

**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**

**SOUTH COLUMBIA BASIN  
IRRIGATION DISTRICT**

by \_\_\_\_\_  
President

by \_\_\_\_\_  
President of the Board

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Secretary/Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**

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

**Payroll Classification - Group 1**

**Pay Rate Effective  
1/1/02**

**Job Title**

Ditchrider, Drain and Canal  
Maintenance worker

Journey Level	-----	\$14.48
Training Steps	3 <sup>rd</sup> Period-----	\$13.81
	2 <sup>nd</sup> Period-----	\$12.97
	1 <sup>st</sup> Period-----	\$12.39

Designated Relief Ditchriders in each watermaster section shall receive \$0.25 per hour in addition to their base pay rate.

**Payroll Classification - Group 2**

**Pay Rate Effective  
1/1/02**

**Job Title**

Heavy Equipment Operator, Mechanic,  
Welder, Pump Mechanic, Electrician I,  
Building Repair worker

Journey Level	-----	\$16.06
Training Steps	3 <sup>rd</sup> Period-----	\$15.00
	2 <sup>nd</sup> Period-----	\$14.09
	1 <sup>st</sup> Period-----	\$13.39

**Payroll Classification - Group 3**

**Pay Rate Effective  
1/1/02**

**Job Title**

Electrician II, (requires Department  
of Labor and Industries' Journeyman  
Electrician card).

Journey Level only	-----	\$17.98
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For the effective dates of January 1, 2003 and January 1, 2004 the wages for each group (Journey Level and Training Steps) shall be adjusted to 100% of the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - W, for all U.S. Cities, all items (urban wage earners and clerical workers) for the one-year period ending November of the previous year. The adjustment shall not exceed 4% per year nor be below 2.5% per year.

All employees at or above Journey level rate of pay on December 31, 1974 were frozen at their level,



and will retain this advantage for the duration of their tenure with the District.

**NOTES ON PAYROLL CLASSIFICATION AND JOB TITLES**

A. Payroll Classification Group 1

- (1) New-hire employees shall start at the Period 1 rate which rate shall apply for one year. Each additional step requires a minimum of one year of approved training plus any educational course approved by the COUNCIL and the DISTRICT.
- (2) EQUIPMENT, provisions of Section 6.6 notwithstanding
  - (a) All regular Group 1 employees who are at or above Training Step Period 2, have operated a specific type of equipment for less than 100 hours and demonstrated the ability to properly operate and maintain the particular type of equipment, shall receive one dollar (\$1.00) per hour additional pay during the time they operate the particular type of equipment.
  - (b) All regular Group 1 employees who have operated a particular type of equipment for more than 100 hours and have demonstrated the ability to operate and maintain the particular type of equipment shall be upgraded to their equivalent step in Group 2.
- (3) Combination jobs, such as load-and-haul materials, will give the Loader-Operator one-half time for the hours so worked.
- (4) An employee assigned to perform at least four continuous hours of welding (including layout) shall receive one dollar (\$1.00) per hour in addition to his/her regular hourly pay rate.

B. Payroll Classification Group 2

- (1) New-hire employees shall start at the Period 1 rate which rate shall apply for one year. Each additional step requires a minimum of one year of approved training plus any educational course approved by the COUNCIL and the DISTRICT.

C. 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.