

**Sunnyside Valley Irrigation District**

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Washington & Northern Idaho District Council of Laborers'  
And Local Union No. 348  
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**LABOR AGREEMENT**

**2015-2018**

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## **A G R E E M E N T**

THIS AGREEMENT is made and entered into by and between the SUNNYSIDE VALLEY IRRIGATION DISTRICT, Sunnyside, Washington, hereinafter referred to as the DISTRICT, and the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS AND ITS AFFILIATED LOCALS, hereinafter referred to as the UNION.

### **ARTICLE 1 - GENERAL PROVISIONS**

#### **Section 1: Employees Covered**

The employees covered by this Agreement shall be those employees of the District certified by the Department of Labor and Industries in Case No. S.K. 1798, as the bargaining unit, including all employees including working foremen, excluding all supervisors and office clerical employees.

#### **Section 2: Mutual Obligations**

The District is engaged in the operation and maintenance of ditches, canals, and waterways, for the purpose of supplying water for agricultural and other purposes, which requires continuous operation, for the benefit of the water users and other property owners having water rights within the boundaries of the District, and it is agreed that the obligations for providing continuous service during the term of the Agreement rests upon both the District and its employees. The Union agrees for itself and on behalf of its members, who are employees of the District, that they will individually and collectively perform 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 user and that they will at all times cooperate in promoting the welfare of the District and in assuring the uninterrupted continuance of the service afforded by the District.

#### **Section 3: Mutual Cooperation**

The District and the Union agree that they will mutually cooperate to promote harmony and efficiency among all of the employees in the District. Any meetings of the Union will be held outside of normal working hours unless mutually agreed otherwise.

#### **Section 4: No Strikes, No Lockouts**

During the term of this Agreement, the District agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it that there will be no authorized concerted failure to report to work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with the District business. The Union further agrees that should any such acts be committed by any employee or employees, it will openly and publicly denounce and discourage such acts, including use of the Union's authority to discipline in accordance with said Union's constitution.

It is mutually understood and agreed that the District shall have the right to take disciplinary action, including discharge, against any employee who may engage in any unauthorized

stoppage, strike, slowdown, or who is negligent in the performance of the work of the District, subject to the grievance procedure hereinafter provided for.

Nothing herein contained shall give the right under any circumstances to the Union or its members to strike or conduct any form of work stoppage.

If a strike occurs, the District may initiate in the Superior Court of Yakima County, Washington, an action for appropriate equitable relief, including but not limited to injunctions. (No employee of the District shall be entitled to earn any pay or other benefits for the period which he engaged in any strike.)

### **Section 5: Management of District**

Except for matters specifically agreed upon herein, the District, through its management, shall have the right to alter any procedure or custom or direct the manner of the accomplishment of any work, to make any change in its organization, method or plan of operations that it shall deem advisable, and to establish prerequisites, qualifications and standards as conditions of employment subject to the grievance procedure as hereinafter provided for.

### **Section 6: Union Solicitation**

The Union and the District agree that no solicitation for Union membership or other Union business shall be conducted on the District's property or on District time without the prior consent of the District Manager or his designee in writing, except as provided under WISHA or OSHA.

### **Section 7: Bulletin Boards**

The District shall provide space on each bulletin board, which may be used by the Union for posting reasonable notices approved by the District's Manager or his designee.

### **Section 8: Access by Union Representative**

(a)The duly authorized business representative of the Local Union, with immediate prior notification to and approval of the District Manager or his designee, except as provided under WISHA, 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 unreasonably interfered with in their work.

(b)The Union Business Agent, or Steward, shall be allowed a period of up to forty five (45) minutes for the purpose of an orientation to deliver and explain Health & Welfare / Beneficiary and registration documents to new employees. This will be scheduled together with the District orientation of the new employee. The Union will be given five (5) days notice of the date of the orientation.

### **Section 9: Contract Work**

The District will endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a time when such work can be performed by them; it is mutually recognized, however, that from time to time circumstances will require that the District contract out certain work; and the District therefore reserves that right. The District will not lay off any employee due to subcontracting out work normally performed by those employees. The

District reserves the right to purchase articles or goods which it can make, especially if they can be purchased at lesser cost to the District.

## **ARTICLE 2-GENERAL WORKING RULES**

### **Section 1: Work Day and Work Week**

Except as hereinafter otherwise provided, eight (8) hours shall constitute a normal work day and five (5) consecutive days Monday through Friday shall constitute a normal work week.

### **Section 2: Hours of Work**

(a) Normal hours of work, except as hereinafter provided, shall be any eight (8) hours established within the period 6:00 a.m. to 5:00 p.m. with one-half (1/2) hour off for lunch near the middle of the work period of eight (8) hours or more. For all purposes herein, other work schedules, mutually agreed to by employees and supervisor, shall be deemed to be established hours of work. The second meal period will be considered time worked if the employee works a minimum of three (3) hours beyond his normal eight (8) hour work day. A paid rest period of ten minutes each morning and each afternoon will be provided.

(b) By mutual agreement between employees and District supervisor, spray crews may be required to work other hours, depending upon the weather and other factors, for which they will receive straight time pay for the first eight (8) hours worked. They will be provided with one-half (1/2) hour off for lunch near the middle of a work period of eight (8) hours or more.

(c) The District may shut down the field operations for all or a part of the period from December 24<sup>th</sup> each year through January 2<sup>nd</sup> of the following year. The district will post the schedule of the holiday shutdown by December 1<sup>st</sup>. Employees may elect to use annual leave if available or be on leave without pay status. Being on leave without pay status will not affect holiday provisions as set forth in Article 3, Section 1. Overtime pay will apply to all work performed during the scheduled shutdown.

### **Section 3: Commencement of Work and Headquarters**

(a) Headquarters shall be defined as follows:

(1) During the water season ditchriders' headquarters will be at one of the three headquarters, at Punkin Center, Sunnyside, or Grandview.

(2) During the maintenance season all employees will report to one of the five District shops; Punkin Center, Main Office, Sunnyside Shop, Sunnyside Field Office, or Grandview Field Office, as assigned by their supervisor.

(b) The District may assign an employee to any headquarters so defined in this section or transfer employees from one headquarter to another upon giving five (5) days written

notice to the employee. The District may temporarily (not more than three days) assign an employee to a different headquarter upon giving twenty-four (24) hours notice to the employee.

(c) No paid time shall be allowed for travel between home and assigned headquarters. All time spent in traveling between assigned headquarters and the job site shall be considered as paid time.

(d) Employees being dispatched from their established headquarters to temporary headquarters will be paid the regular rate of pay for the time consumed in traveling, and travel expense (or transportation facilities may be furnished at the District's option).

(e) Should an employee be required to be out of town on District work or business, the District shall pay wages and actual reasonable expenses for all meals, travel, and lodging.

#### **Section 4: Assignment of Work**

Work assignments for all employees in each classification are outlined in the job descriptions now in effect or as may be amended but such amendment shall not affect the pay class. Failure to accept work assignments, without cause deemed reasonable by the supervisor, shall subject the employee to disciplinary action, including discharge, subject to grievance procedure as hereinafter provided for. A copy of all job descriptions are attached in Exhibit "B" for illustrative purposes only. At its sole discretion, SVID retains full authority to amend or modify the job descriptions. Any amendment or modification of the job descriptions shall not invoke any requirement to confer or seek approval under this Labor Agreement. Any change in job descriptions shall not cause an employee to be demoted to a lower pay class.

#### **Section 5: Tools and Equipment**

The District will furnish necessary tools or equipment and special clothing such as, but not limited to, coveralls for shop employees and gloves and rubber boots for field employees, where such clothing is needed to protect the employee from abrasive or caustic materials. When the District furnishes employees with tools, equipment or clothing, employees to whom it has been issued shall be held responsible for its care. In the event it is 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 pay. Nothing herein shall be construed to mean that the employee shall be charged for tools, equipment, or clothing, broken or worn out in the performance of his duties, provided that the employee turns in the old tool, equipment, or clothing. Any action taken under this section shall be subject to the grievance procedure hereinafter provided for.

#### **Section 6: Safety**

All employees are required to observe all safety rules and regulations now or hereafter established for the District. A copy of current rules and regulations will be posted on the official District bulletin boards. Changes shall be effective upon approval of the District's manager.

**Section 7: Drug and Alcohol Testing:**

Mandatory drug and alcohol testing will be required of all union employees.

**ARTICLE 3 - EMPLOYEE BENEFITS**

**Section 1: Holidays**

(a) The following days shall be recognized as holidays under the terms of this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, the day before Christmas, and Christmas.

(b) 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 proceeding Friday.

(c) In order to qualify for holiday allowance, each employee shall have worked his scheduled hours on the last scheduled day before and the first scheduled day after the holiday, unless excused from work by the District as provided in this Agreement.

(d) In order to qualify for holiday allowance, the employee must have regular or probationary status.

(e) Part-time and temporary employees do not receive paid holidays.

**Section 2: Annual Leave**

(a) After completion of the probationary period all employees will be credited with vacation time retroactive to the most recent date of hire. Vacation time will accrue at the following rate:

- 0 - 5 years - .069 hrs./hr paid per pay period
- 6 - 10 years - .081 hrs./hr paid per pay period
- 11 - 15 years - .092 hrs./hr paid per pay period
- 16 - 20 years - .104 hrs./hr paid per pay period
- 21 - 24 years - .115 hrs./hr paid per pay period
- 25 yr. and over - .123 hrs./hr paid per pay period

(b) The District will during the months of January- March, post a vacation schedule for employees to sign up for annual leave. Signing up for annual leave during the months of January-March will be on the basis of seniority.

Following the sign-up period, during the months of January-March, when more employees request annual leave than can be approved, the employees' supervisors shall



determine which annual leave request(s) shall be granted, taking into account both the priority of the request and the seniority of the employees.

(c) After qualifying for annual leave an employee may use his annual leave as it is earned, provided that in the event one (1) day annual leave is requested, a minimum of one (1) day advance notice will be required. In the event two (2) days or more, but not to exceed one (1) week annual leave is requested, a minimum of two (2) days advance notice will be required and the employee shall be notified within one (1) day thereafter whether the same is approved. In the event more than one (1) week annual leave is requested, a minimum of two (2) weeks advance notice will be required and the employee shall be notified within three (3) days thereafter whether the same is approved.

(d) The District shall make a reasonable effort to accommodate the wishes of the employees regarding vacation periods; however, the District reserves the right to cancel or postpone vacations to meet operational requirements. If a vacation is canceled or postponed, the District will give the employee as much notice as is practical. The District may refuse to approve vacations during the busy period of the year. Absence without notice or approval may be subject to disciplinary procedure.

(e) All unused annual leave is lost at the termination of the last day of December EXCEPT that a maximum of thirty (30) days annual leave may be accumulated and be available to the employee beyond that date; provided, however, that where the failure to take leave is at the direction of the District then such leave that would otherwise be lost will be extended.

(f) If a ditchrider during the irrigation season quits without reason satisfactory to the District or without giving thirty (30) days notice in writing prior thereto, he shall lose the vacation leave accumulated during the calendar year in which he quits. During the non-irrigation season for ditchriders and during both seasons for other employees, only fourteen (14) days written notice is required.

(g) An employee leaving the employment of the District for any reason shall be paid his earned vacation allowance as of his date of termination or retirement, except as provided in Article 3, Section 2(f). The vacation allowance "cashed out" shall not exceed 240 hours.

(h) During the month of December employees may "cash out" unused annual leave provided, however, that the maximum "cash out" shall be limited to the schedule shown below:

Sum of Sick and Annual Leave Balances (Hours)	Maximum Cash Out (Hours)
144	4
168	8
192	32
216	56
240	80
256	96

- (i) During the month of December, employees may convert unused annual leave to sick leave at a 1 to 4 ratio.
  
- (ii) In the event of an illness or injury, an employee may donate accrued annual leave to the affected employee.

**Section 3: Sick Leave**

(a) After completion of the probationary period all employees will be credited with sick leave time retroactive to the most recent date of hire. No sick leave can be used until after the probationary period is completed. Sick Leave may be used starting after the use of 8 hours of annual leave for an illness of the employee or a child, spouse, or dependent parent of the employee with a health condition that requires treatment or supervision. A doctor's certificate may be required for verification of illness.

(b) Except as herein provided, sick leave will accrue from the date of employment at the rate of 0.023 hours for each hour paid per pay period.

(c) To be credited with sick leave, such leave must be reported by employee's regular starting time on the first day of sickness. This may be waived by mutual agreement between the employee and District Manager or his designee.

(d) During the month of December or upon retirement accrued sick leave may be converted to annual leave at the rate of four (4) sick leave hours to one (1) annual leave hour.

(e) When the District must shut down field operations because of weather conditions employees may at their option use annual leave, sick leave, or leave without pay. Use of sick leave is limited to five (5) days per calendar year and conditioned upon maintaining a minimum balance of sick leave of not less than fifteen (15) days.

#### **Section 4: Funeral and Bereavement Leave**

Employees suffering a death in the immediate family (wife, husband, son, daughter, brother, sister, mother, father, stepfather, stepmother, stepchild, grandparent, grandchild, father-in-law, and mother-in-law) will be allowed three (3) days paid leave. This leave will not be accumulative, and it will not be deducted from annual leave, sick leave, or other leave. Up to four (4) hours off with pay for regular and probationary employees will be granted to employees to attend the funeral of another employee.

#### **Section 5: Health and Welfare Coverage**

The District agrees to pay the monthly Health and Welfare contribution for each full-time regular and probationary employee who has worked or has been paid for a minimum of 80 hours per month. The premiums paid by the District shall be as set forth below:

Laborers' Union Trust Fund, and extended benefits, up to \$690 per month per employee from October 1, 2015 through May 31, 2016; up to \$740 per month per employee from June 1, 2016 through May 31, 2017; up to \$790 per month per employee from June 1, 2017 through May 31, 2018; and up to \$840 per month from June 1, 2018 through September 30, 2018. On the date of the medical insurance premium adjustment, any premium dollars not used for maintenance of the medical insurance shall be applied to the wage schedule.

If an employee is paid for less than 80 hours per month and has been injured while on the job, the District will pay the monthly insurance premium ceasing twelve (12) months after the accident.

Payment shall be made monthly on or before the 15th of the month following that for which contribution is being made.

#### **Section 6: Retirement**

The District will continue to provide coverage of employees under the Washington State Public Employee Retirement Systems and will continue to make Social Security payments for all employees.

#### **Section 7: Excused Leaves of Absence**

(a) The District may, at its discretion, grant excused leaves of absence without pay. The employee may at his discretion use accrued annual leave as provided in Section 2, or sick leave as provided in Section 3. An employee on leave of absence shall not accumulate any additional benefits or seniority rights but shall retain any seniority rights accumulated up to that time. Union representatives may be granted excused leaves of absence without pay when grievances, labor-management meetings, labor negotiations, or union conventions require absence from their jobs, provided at least one (1) week's prior notice is given to their supervisor, and they can be excused without undue hardship to the District, water users or other employees. The District will pay the steward for presenting a grievance to management or for time in labor negotiations.

(b) An employee on an unpaid leave of absence for any reason shall, at his option, make arrangements to pay in advance any premium costs necessary on his group insurance and hospitalization. The District will pay premiums for those employees on paid leave.

(c) Upon timely request to return to work after an approved leave of absence for any reason, the employee will be re-assigned to his former position except under unusual circumstances.

(d) An employee, during the period he is receiving workmen's compensation or on work related sickness or injury leave, shall retain his seniority and continue to earn seniority. An employee during this period will earn additional sick leave and annual leave for sick leave hours paid by the District.

(e) Industrial sickness or industrial accident cases shall be able to use accumulated sick leave to bring his total compensation to 100% of his regular base pay. The District will pay regular full sick leave. The employee will give to the District his properly endorsed check from the State. The District will then change its sick leave records to charge the employee only with the sick leave actually used after deducting the payment from the State. If the Employee's sick leave is used up the employee will retain any such checks from the State.

(f) All employees who are off for a period of eighteen months will lose all seniority and be considered terminated.

### **Section 8: Notice of Return to Work**

(a) Before returning to work, after any unscheduled absence of seventy-two (72) hours or more, employees shall give twenty-four (24) hours notice to their supervisor.

(b) An Employee returning to work, after an illness or accident requiring the care of a doctor, shall be physically able to return to work. The employee may be required by the District to furnish a doctor's statement that he is physically employable and the date he is qualified to perform his former or comparable duties.

### **Section 9: Jury Pay**

Regular and probationary employees will be made whole for the difference between their regular straight-time pay and the amount they receive for serving on a trial jury in State or Federal court.

Employees will give to the District their properly endorsed check for jury service, except for mileage payments. Employees not serving a full day on jury service will report to management to determine if they should report for work.

### **Section 10: Physical Examination**

If the District requires employees to have physical examinations more frequently than once every two (2) years, the District will pay for the examination. Employees may be required to provide the District a receipt from a qualified medical doctor.

## **ARTICLE 4 - SENIORITY, LAYOFFS, TERMINATIONS, DISCHARGES SUSPENSIONS, PROMOTIONS AND DEMOTIONS**

### **Section 1: Layoffs, Terminations, Discharges and Suspensions**

(a) For purposes of layoff, recall, or demotion promotion, seniority will be considered while qualifications and ability to do the work will be the controlling factors. If qualifications and ability are equal, seniority will be the controlling factor.

(b) Promotions shall be on the basis of qualifications, ability and seniority. Qualifications and ability being substantially equal, seniority shall prevail.

If the question arises as to qualifications and ability in a choice between an employee with more seniority and one with less seniority, the District's judgment as to which employee has the greatest qualifications and ability shall control, subject to the grievance procedure contained herein.

The District will post notice of openings for promotion but the employee has a continuing obligation to let the supervisor know his particular areas of interest for promotion.

(c) Seniority will not be accumulated during layoffs. Written notification will be given to each regular employee affected at least five (5) calendar days prior to the effective day of layoff. In the event of a layoff, employees other than regular employees will be laid off first, subject to subsection (a) above.

(d) Each individual, permanently transferred laterally, or demoted, according to the procedure outlined in the step (a) above, shall receive the pay of the classification to which he is moved, subject to the grievance procedure.

(e) Employees working a higher classification

(1) Employees assigned to and performing the duties and responsibilities of a higher classification shall be paid at the rate of the higher classification for the actual hours worked after accumulating a total of 200 lifetime experience hours.

a. The experience must be specific to a particular task or type of equipment, i.e. experience as an excavator operator will not apply to experience time as a dozer operator.

b. The following duties and responsibilities will qualify for pay in a higher classification:

- i. Operating mowers, backhoe / loaders, excavators, dragline, graders, dozers, and loaders.
- ii. An employee will qualify for spray applicator pay when spray licenses have been obtained.
- iii. An employee will qualify for heavy duty truck driver pay upon obtaining a CDL and all of the SVID required endorsements.
- iv. Employees in Class V or lower with two hundred experience hours on a specific ditchrider beat will receive Class IV pay when temporarily assigned to that beat.

(2) In addition to other requirements, to qualify for pay in the higher classification, an employee must hold the necessary licenses and certificates required of employees permanently assigned to that class.

(3) This section will not apply to employees in lower classifications working temporarily and not headquartered in the district shop.

(4) Employees will keep records of experience hours on forms supplied by the District.

(f) The District will post notices of vacancies or regular full-time jobs at least ten days prior to filling the position. The Local will be sent a copy of the notice. All written applications will be considered.

(g) Terminations sever all relationship between the employee and the District. Employees laid off for a period of more than one year are automatically terminated.

(h) Discharge will be for cause and effective immediately. Discharge severs all relationship between the District and the employee subject to the grievance procedure hereinafter provided for.

(i) In lieu of discharge, where discharge is proper, suspensions may be used for disciplinary purpose and become effective immediately and may include, but not be limited to, loss of pay and wage benefits during suspension, subject to the grievance procedure.

(j) All employees shall have and maintain a current Washington State Driver's License.

(k) Employees required by law, district policy, or district request to have special licenses shall be reimbursed by the district for the time loss to take the test. This reimbursement will be limited to two attempts at passing the test per employee.

## **Section 2: Seniority**

(a) After successful completion of the probationary period and becoming a regular employee of the District the employee shall be credited with seniority from the most recent date of hire and shall accrue seniority from that date except as provided in this section.

(b) Seniority referred to in this Agreement shall be computed as follows:

For all regular employees of the District seniority is all continuous service with the District, including military service as required by law.

(c) Employees will lose their seniority status under the following circumstances:

(1) When an employee quits or is discharged for cause.

(2) When an employee is laid off for more than eighteen (18) months.

(3) When an employee fails, except when excused by the District, to return to work after a layoff within seven (7) days after mailing of a notice by certified return receipt or registered mail, by the District to the employee at his last known address as shown by the records of the District, copy to the Union at the same time. The District may, by telephone or otherwise, request an employee to return to work.

(4) Failure to make timely return from an excused leave of absence, as provided in Article 3, Section 7, unless excused by the District.

(5) When an employee is absent and cannot justify cause of absence, the District may terminate said employee; subject to the grievance procedure hereinafter provided for.

## **Section 3: Definition of Employee Status**

(a) Part-Time Employees

(1) Any employee who works on a regular basis less than 40 hours per week is considered to be part-time. There shall be no more than three part-time employees at any one time.

(2) Part-time employees after completion of the probationary period will receive prorated benefits.

(3) Part-time employees will serve a longer probationary period, based upon the number of hours they work.

(b) Seasonal Employees

(1) Any employee who is employed full time for a period of time not to exceed four (4) consecutive months, including Saturdays, Sundays, and holidays, is considered to be seasonal.

(2) Seasonal employees are not eligible for District paid fringe benefits other than those required by law.

(c) Probationary Employee

(1) Any employee who is employed on a full-time or part-time basis and

(a) is a former employee who has been rehired after a separation or layoff of more than one (1) year or

(b) is a newly employed person who has never worked for the District.

(2) The probationary period is six (6) consecutive months worked, after which he becomes a regular employee. Ditchrider/1st year may be held in Class 4 for a period of 12 months. This period may be reduced by the District in special instances. Upon completion of the probationary period the District will notify an employee of his classification.

(3) During the probationary period the employee has the opportunity to demonstrate satisfactory attitudes and abilities for the position which he is being considered.

(4) During the probationary period the employee may be dismissed without prior notice or obligation.

(5) The probationary employee will receive the various benefits according to the Articles and Section covering such benefits in the Agreement.

(d) Acting Leadmen

(1) Supervisors shall designate acting leadmen as necessary to accomplish the work of the District. Any employee designated shall receive, after accumulating a total of 200 lifetime experience hours, Class 2 pay for the period of time so designated. The need for and the designation of acting leadmen shall be solely at the discretion of supervisors.

(2) In addition to other requirements, to qualify for pay in the higher classification, an employee must hold the necessary licenses and certificates required of employees permanently assigned to that class.



## **ARTICLE 5 - WAGES, DEDUCTIONS AND PAY PRACTICES**

### **Section 1: Wage Schedule and Increase**

(a) The wages for Classifications 1 through 7 for the period October 1, 2015 through September 30, 2018 shall be as shown in Exhibit A or as may be adjusted pursuant to Article 3, Section 5.

(b) An additional twenty-five cents per hour for each five years of seniority with the District will be paid in each classification.

(c) At the end of the 2nd pay period of every quarter each employee will receive \$0.10 per hour for every hour worked in the preceding quarter if the employee has not been involved in any accident or accumulation of accidents resulting in property damage of more than \$250.

(d) "Pay Periods" as referenced in Article 3, Section 2 (a) and Article 3, Section 3 (b) shall be every two weeks and equal to 26 Pay Periods per year.

### **Section 2: Overtime Pay**

All overtime work must be first authorized by the Supervisor. The following provision will then apply:

(a) All work performed over forty (40) straight time hours in any one (1) work week or eight (8) hours in a day, shall be paid at the rate of time and one-half.

(b) Work performed on Saturday, Sunday, or on a holiday or regularly scheduled day off, except as mentioned in Article 2, Section 1 and Article 4, Section 3, shall be paid for a minimum of two (2) hours, at the rate of time and one-half.

(c) Overtime work shall be distributed as equitably as practical among the employees in the job classification required to perform such overtime work.

(d) There shall be no pyramiding of overtime hours.

### **Section 3: Call-out Time**

(a) 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. If the call-out period overlaps into the established work day, 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.

(b) Employees reporting to work shall be granted at least two (2) hours pay at the straight-time rate if weather conditions are such that no work can be undertaken, unless a message is placed on the Voice Response Unit prior to 7:00 a.m. on the day in question,

it being understood, however, that such employees may be held at headquarters for trouble calls, or may be employed in miscellaneous work or training at headquarters.

(c) In the event of a weather shutdown employees that are employed or recalled for emergency or miscellaneous work will be called in order of seniority and qualifications, it being understood that seniority be limited to each individual headquarters prior to calling employees stationed at other headquarters.

## **ARTICLE 6 - HOUSING, VEHICLE, AND TELEPHONE**

### **Section 1: Housing**

The diversion dam ditchrider will be required to live in district provided housing. The cost of the housing shall be an expense of the district.

### **Section 2: Vehicles**

(a) District vehicles will be supplied, as the District deems necessary.

(b) If the District requires the employee to use his own vehicle, the employee will be paid mileage at the current allowable IRS rate per mile.

### **Section 3: Telephone and Addresses**

(a) All employees shall supply the District with a current telephone number and address at which the employee can be reached for purposes such as call-out and reporting pay notifications.

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

### **Section 1:**

The Grievance Procedure established by this Article shall be used for the purpose of orderly negotiations between the parties concerning claims and disputes on all matters subject to collective bargaining between the parties during the term of this Agreement. When an employee claims there has been a violation of this Agreement, he shall use the following procedure to resolve the situation without fear of recrimination. The same procedure shall be followed by a group of employees who claim there has been a violation of this Agreement.

Step 1: First the aggrieved employee should talk with his supervisor in an attempt to resolve the problem. Should this fail he should take Step 2.

Step 2: Within ten (10) days, after the occurrence of the events precipitating the grievance, the employee and the Union Steward shall notify the Manager that they wish a meeting. An attempt shall be made orally between the Manager, or his appointed representative, the Shop Steward, and/or Union Business Agent, the Supervisor, and the aggrieved employee(s), to settle the disagreement. Any agreement should be in writing. Should this fail they may proceed to Step 3.

Step 3: If the grievance is not satisfactorily settled by Step 2 the grievance may be appealed by the aggrieved party or parties, to the Board of Directors, in writing, to be reviewed at the next regularly scheduled meeting of the Board. Their decision shall be made known in writing to the Union Committee.

Step 4: If the grievance is not satisfactorily settled by the preceding steps the parties shall attempt to agree upon a neutral Arbitrator. If they are unable to agree within five days, they shall jointly request a list of seven (7) Arbitrators from Federal Mediation and Conciliation Service. Names shall be struck alternatively to determine the Arbitrator. The Union and Employer shall share equally the costs of the Arbitrator. Each party shall be responsible for its own costs and expenses. The Arbitrator's authority is limited to the interpretation of the Agreement.

**Section 2:**

(a) By mutual agreement any difference that may arise under this contract may be arbitrated under the provisions of RCW 49.08.

(b) By mutual agreement any of the steps set forth in 7.1 may be omitted.

(c) It is agreed that all grievances will be settled in any event either by Step 4 or by 7.2(a).

**ARTICLE 8 - MISCELLANEOUS**

**Section 1: Notices**

The time of the giving of any notices called for in Article 10, below, 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.

**Section 2: Saving Clause**

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions thereof; provided however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

**Section 3: In the Event of an Employee Death**

In the event of the death of an employee , the earned, but unused accrued annual leave or wages, if any, shall be converted and paid to the spouse, dependents or legal beneficiary as prescribed by law. Payment for accrued sick leave will be handled in the same manner as it is for employees who retire.

**Section 4: Entire Agreement**

This instrument constitutes the entire Agreement of the District and the Union, arrived at as a result of collective bargaining negotiation, except such amendments hereto as shall have been reduced to writing and signed by the parties.

**Section 5: Entire Agreement**

No agreement shall be made between the District and any of the employees in the bargaining unit which in any way conflicts with the terms of this Agreement. Any such agreement shall be null and void.

However, it shall not be a breach of this Agreement for the Employer to pay rates or establish working conditions more favorable than the minimum established herein, provided the Union is previously notified of such changes.

**Section 6: Entire Agreement**

The District has the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly District operations. It being understood that such rules and regulations will not be inconsistent with any provision of this Agreement, subject to grievance procedures.

**Section 7: Entire Agreement**

In the event a new job classification is established, the applicable wage rate shall be temporarily fixed by the Employer and notice given to the Union by letter. The rate so established shall become permanent within fifteen (15) days of notice received by letter, unless the Union requests negotiation of the rate for the new classification.

**Section 8: Entire Agreement:**

The parties hereto agree not to discriminate against anyone on account of race, creed, color, national origin, sex, marital status, or disability not related to ability to perform the job. Where "he" or "she" is used in this Agreement, it shall refer to either sex.

**ARTICLE 9 - UNION SECURITY**

**Section 1:**

All employees in the bargaining unit may elect to become members of the Union, or may pay an agency fee equivalent only to the regular monthly dues.

**Section 2:**

In order to safeguard the right of employees based on bona fide religious objections, the teaching or tenants of a church or religious body of which such employee is a member, said employees may pay an amount of money equivalent to the agency shop fee to a non-religious charity mutually agreed to by the Union and the employee.

**Section 3:**

The Union shall give the District written notice of the amount of the agency fee or dues, and will give the Employer at least thirty (30) days written notice of any change in said fee or dues.

**Section 4:**

All employees in the bargaining unit, effective March 1, 1978, or the date of employment, whichever is later, shall, as a condition of employment, comply with the above sections.

**Section 5:**

The Union agrees to hold harmless the District, its officers and agents from any liability arising out of application or administration of the Union Security provisions of this Agreement.

**Section 6:**

Upon written authorization executed by an individual employee, on a form supplied by the Union and approved by the District, the District agrees to deduct Union dues and/or fees and remit the same to the Union in accordance with the statutes of the State of Washington.

**Section 7:**

After receipts of a written notice from the Union that an employee is not in compliance with the above sections, the District will within five (5) work days, terminate said employee unless he complies with the above sections.

**Section 8:**

The district may employ up to two (2) individuals who are full time students to perform janitorial, vehicle washing, and other common labor work in and around the yard at the main office. They will be paid at least the minimum legal wage but shall not accumulate seniority or any other benefits except legally required benefits (such as Social Security and State Industrial) and they will not be required to comply with union security provisions.”

**ARTICLE 10 - EFFECTIVE DATE AND TERMINATION**

This Agreement shall become effective on October 1, 2015, and shall continue in full force and effect for a period to and including September 30, 2018, and shall continue in full force for one year periods unless notice is given by either party hereto, to the other not less than 90 days nor more than 120 days prior to the end of any such period requesting that the Agreement shall be amended or canceled. In the event said written notice is given, bargaining shall begin within thirty (30) days after the giving of such notice unless otherwise mutually agreed to.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on October 6, 2015.

WASHINGTON AND  
NORTHERN IDAHO DISTRICT  
COUNCIL OF LABORERS'

SUNNYSIDE VALLEY IRRIGATION  
DISTRICT

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Board Chairman

LOCAL UNION NO. 348

By: \_\_\_\_\_  
Title