

# LABOR AGREEMENT

Between

Roza Irrigation District and  
Laborers' International Union of North America Local 348  
July 1, 2016 through December 31, 2018,

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## AGREEMENT

THIS AGREEMENT, made and entered into by and between the ROZA IRRIGATION DISTRICT, Sunnyside, Washington, hereinafter referred to as the DISTRICT, and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 348, Richland, Washington, the Washington and Northern Idaho District Council of Laborers and its affiliated Locals, hereinafter referred to as the UNION,

### WITNESSETH:

Pursuant to and conditioned upon the letter of October 8, 1968, issued by the Department of Labor and Industries and signed, William Samish, Labor Mediator, which in part states:

"Therefore Laborers' Union, Local No. 348, Richland, is herewith officially certified as the exclusive bargaining representative of the employees of the Roza Irrigation District for an appropriate bargaining unit described above. This certification is made under provisions of Chapter 108, Public Employees' Collective Bargaining Act."

and,

WHEREAS, it is, therefore, the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the DISTRICT, the UNION, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the DISTRICT during the life of the Agreement; and to promote harmonious relations between the district, its employees and the union,

NOW THEREFORE, the parties hereto agree as follows:

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1: Employees Covered

The employees covered by this Agreement shall be such as shall heretofore have been certified by the Department of Labor and Industries as a part of the bargaining unit. It is mutually understood and agreed that the bargaining unit shall consist of the employees below the red line on the attached organizational chart, marked Exhibit "A".

#### 1.2: 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 this 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 users 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.

1.3: Mutual Cooperation

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

1.4: 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.

It is mutually understood and agreed that the District shall have the right to take disciplinary action, including discharge, subject to the grievance procedure, 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.

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.

1.5: 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 to employment.

1.6: Bulletin Boards

The District shall provide space on each bulletin board which may be used by the Union for posting notices approved by the District Board of Directors or their representatives, in writing.

1.7: Access by Union Representative

The duly authorized business representative of the Local Union, with notification to the Manager, 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 said notification to be at or within a reasonable time after said access has been made.

1.8: Contracted Work

It shall be the District's policy that all its usual and customary work shall be done by its regular forces. 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.

1.9: Substance Abuse Policy

Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and to protect the reputation of Labor and Management and the employees.

Consistent with those goals District prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia, or alcohol. A Program of urine testing, pursuant to the Substance Abuse Policy, that has been mutually agreed upon may be instituted.

ARTICLE 2

GENERAL WORKING RULES

2.1: 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.

2.2: Hours of Work

(a) Normal hours of work, except as hereinafter provided, shall be any eight (8) hours established within the period 6:30 A.M. to 4:30 P.M. with a minimum of one-half (1/2) hour and a maximum of one (1) hour off for lunch. For all purposes herein, mutually agreed to work schedules shall be deemed to be established hours of work.

b. Normal work hours can be on a 4-10 schedule. Personnel will begin the 4-10's workday schedule at 6:30 a.m. and will end at 5:00 p.m. with a thirty minute lunch break. The lunch break will occur at 11:30 a.m. Morning and afternoon rest periods of 15 minutes will occur at 9:30 a.m. and 2 p.m.

(b) All work performed outside of established work schedules, or mutually agreed to work schedules, for the spray crews and emergency split shift crews shall be compensated for as set forth in Article 7, 7.3.

2.3: Union Check Off

Upon written authorization executed by an individual employee, the District agrees to deduct union dues and/or initiation fees and remit the same to the Union in accordance with the statutes of

the State of Washington. The authorization form and remittance forms shall be supplied by the Union, but shall first be approved by the District.

2.4: Commencement of Work and "Established Headquarters"

No time shall be allowed to any employee for reporting to or returning from his established headquarters. All authorized time spent in travelling from the employee's established headquarters to and from the job shall be considered time worked.

"Established Headquarters" is considered to mean any headquarters established by the District for the purpose of engaging in, operating, construction or maintenance work where such work will continue indefinitely; e.g., Roza District headquarters buildings at 13th and Blaine in Sunnyside, and ditchriders, houses. The District may establish permanent headquarters as so defined, and the District may also transfer employees from one established headquarters to another upon giving thirty (30) days, notice to such employee.

2.5: Assignment of Work

Work assignments for all employees in each classification are outlined in the approved job descriptions now in effect, attached hereto as Exhibit C and incorporated herein as though fully set forth. Failure to accept work assignments, without cause deemed reasonable by the supervisor, shall subject the employee to disciplinary action, including discharge, which shall be subject to the grievance procedure hereinafter provided for.

2.6: Temporary Headquarters

(a) "Temporary Headquarters" is considered to mean any headquarters established by the District for the purpose of engaging in work where such work will continue for a temporary period. The District, at its option, may establish temporary headquarters at any location. For non-emergencies, temporary headquarters will not be more distant from the Sunnyside headquarters than the Lower End office on District Line Road or Pump 5 on Konnowac Pass Road.

(b) The district will make reasonable effort to notify all employees at least twenty-four (24) hours in advance of going to temporary headquarters for one night or more, or will notify the employees so affected prior to the close of the preceding shift worked. In the event that less notice than that specified above is given, except (1) in case of emergency or (2) for the relief of employees unable to complete such work which they have been assigned due to illness or other personal reasons outside the responsibility of the District, the employee affected shall receive one-half (1/2) time in addition to the applicable rate for the first eight (8) hours. Employees assigned to such work during an emergency or to relieve employees unable to complete an assignment due to illness or personal reasons outside the responsibility of the District will be paid their straight time or regular rate during such assignment. "Emergency Work: as used in this section is meant to be that work necessitated by drought, flood, fire, disaster, or other such unusual conditions.

2.7: 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 the 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 or equipment broken or worn out in the performance of his duties. Any action taken under this section shall be subject to the grievance procedure hereinafter provided for.

2.8: Safety

All employees are required to observe all safety rules and regulations now or hereafter established for the District. Safety rules and regulations are set forth separately under the title of Roza Irrigation District Safety and Health Program. The District will comply with all applicable State and Federal laws.

2.9: Drivers License

All employees shall be required to meet the qualifications of drivers as defined in Chapter 446.65 WAC, which includes the requirement of maintaining a current health certificate.

ARTICLE 3

EMPLOYEE BENEFITS

3.1: Holidays

(a) The following days shall be recognized as holidays under the terms of this agreement: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day and the last working day before Christmas Day. When on a 4/10 work schedule ten hours of straight time pay rate will be paid for each scheduled company holiday that falls on a scheduled work day (Monday through Thursday). Eight hours of straight time will be paid for holidays that fall on a Friday or Saturday. Ten hours of straight time will be paid for a holiday that falls on a Sunday that is observed on a Monday pursuant to section (b) below.

Employees will be charged for each hour taken during their regular scheduled work hours for all hours of annual time and sick time off.

(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 preceding Friday.

3.2: Vacations (Annual Leave)

(a) All employees who have been regularly employed by the District for three (3) months will accrue vacation time as follows:

Three (3) hours per pay period	0 - 3 years
Four (4) hours per pay period	3 - 5 years

Five (5) hours per pay period	5 - 10 years
Six (6) hours per pay period	10 - 15 years
Seven (7) hours per pay period	15 - 20 years
Eight (8) hours per pay period	20 - 25 years
Nine (9) hours per pay period	25 years and over

(b) After qualifying for a vacation, an employee may use his vacation time as it is earned, provided that in the event one (1) day's vacation is requested, a minimum of one (1) week's advance notice will be required and the employee shall be notified on the second day after such request whether same is approved. In the event two (2) days or more, but not to exceed one (1) week's vacation is requested, a minimum of two (2) week's advance notice will be required and the employee shall be notified within seven (7) days thereafter whether the same is approved, and in the event a vacation of more than one (1) week is requested, a minimum of thirty (30) days, advance notice will be required and the employee shall be notified within fifteen (15) days thereafter whether the same is approved. The district shall make every effort to accommodate the wishes of the employee regarding vacation periods; however, the District reserves the right to cancel or postpone vacations to meet operational requirements. Advance notice by the employee required in this subsection may be waived by mutual agreement.

(c) All unused annual leave is lost at the ~~termination of the~~ hiring anniversary beginning on June 1, 2017, EXCEPT that a maximum of forty (40) 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.

### 3.3: Vacations for Employees Leaving the District

An employee leaving the employ of the District for any reason with two weeks written notice to the employer shall be paid his earned vacation pay allowance.

### 3.4: Sick Leave

(a) Except as herein provided, sick leave will accrue from the date of employment at the rate of four (4) hours per pay period. No sick leave can be used until after thirty (30) days' employment.

(b) To be credited with sick leave, such leave must be reported by phone on the first day of sickness. A doctor's certificate may be required for verification of illness after three (3) day's absence.

(c) An employee may elect to use up to three (3) days sick leave for a death in the family. To qualify the deceased must be related to the employee in one of the following categories:

Grandparent  
Parent  
Parent-In-Law  
Child  
Grandchild  
Brother  
Sister  
Spouse

(1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

(2) "Grandparent" means a parent of a parent of an employee.

(3) "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

(4) "Parent-in-law" means a parent of the spouse of an employee.

(d) The District shall allow an employee to use the employee's accrued sick leave to care for a child, spouse or dependent parent with a health condition that requires treatment or supervision as these terms are defined above.

(e) Upon termination of employment with two weeks written notice to the employer, unused sick leave will be compensated at the rate of one and one half (1 1/2) percent per year of service. For employees hired after July 1, 2016 the sick leave payout is capped at \$40,000.

**(f) Domestic Violence Leave for Victims and Family Members**

Employees who are victims of domestic violence, sexual assault or stalking may take reasonable unpaid leave from work for legal or law-enforcement assistance, medical treatment or counseling. Employees may also take reasonable unpaid leave to care for a family member that is the victim to obtain needed treatment or services. For the purposes of this type of leave, family members are defined as child(ren), spouse, parent, parent-in-law, grandparent or person the employee is dating. Employees must give the District advance notice when possible. Paid leave may be substituted for unpaid leave if available.

**3.5: Health & Welfare Coverage**

The District agrees to pay the Trust Fund premium of \$657.00 per month per employee who is a member of the bargaining unit being those below the line on Exhibit "A", attached to this agreement, to maintain a group medical, surgical, welfare plan for such employee and his or her dependents that may be selected by the Union. The District will pay this amount retroactive to July 1, 2016.

The Union agrees to provide or secure such group medical surgical, welfare benefits.



The sum of \$657.00 per month per employee shall be paid to the Northwest Laborers-Employees Health and Security Trust Fund or its successor Trust Fund on a monthly report furnished by said Trust Fund.

The report and contribution shall be submitted monthly not later than the 15th of the month.

It is understood and agreed that the employees have been covered by a group life insurance plan and their coverage will be continued by the District

In the event the Trustees of N.W. Laborers'-Employers Health and Welfare Trust increase the required monthly contribution rate more than \$25.00 for either of the periods referenced, the amount in excess will be deducted from the employees' hourly wage rate. Prior to any wage adjustments, the parties agree to meet to determine the amount of such adjustment.

### 3.6: Excused Leaves of Absence

(a) The District may, at its discretion, grant excused leaves of absence without pay. After completing thirty (30) days leave in any one (1) calendar year, an employee shall not accumulate any additional sick leave, vacation, or seniority rights (except as provided in 3.6 (f) hereof), but shall retain any seniority rights accumulated up to that time. Union representatives shall be granted excused leaves of absence without pay when grievances, labor-management meeting, labor negotiations, or union conventions require absence from their jobs, provided not more than two (2) shall take such leave at any one time.

(b) After completing three (3) or more years of seniority, an employee shall be entitled to three (3) months of extended Health & Welfare Coverage. Extended Health & Welfare Coverage may only be used by an employee when he is unable to work at least eighty (80) hours in a calendar month due to a layoff or an extended illness or injury leave of absence not covered on the payroll with sick leave. Once an employee uses his extended health and welfare coverage in whole or in part, he shall again accumulate one (1) month of extended benefits for each twelve (12) successive calendar month periods worked immediately following the date the extended benefits are used. The employee must also work at least eighty (80) hours during each twelve (12) calendar months, and remain on the seniority list during that entire same period. However, an employee may only accumulate a maximum of three (3) months of extended benefits.

Employees on leave of absence and not eligible for the Extended Health & Welfare Coverage due to lack of seniority or having utilized the extended benefit and exhausted same shall be eligible to purchase the Health & Welfare Coverage by making arrangements with the District to pay in advance the current cost of the premiums to be remitted on their behalf to the Health & Welfare Trust.

(d) Upon becoming available to return to work after a leave of absence in excess of thirty (30) days for any reason other than injury or illness, the employee will be reassigned to his former position providing the position has not been filled with a permanent assignment. In the event the position is so filled, the employee returning from such leave of absence will be offered the first position of like or lesser work available.

(e) An employee, during the period he is receiving workmen's compensation or is unable to work due to sickness or injury shall not accumulate sick leave or vacation time after thirty (30) days, but seniority shall continue to accumulate through the period of disability.

(f) Industrial cases shall be considered on leave provided that the employee shall be entitled to use sick leave where no compensation is paid to him from Industrial Insurance.

(g) An employee being paid industrial compensation shall be able to use accumulated sick leave to bring his total compensation to 100% of his regular base pay.

(h) 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.

(i) An employee entering Military Service, or an employee drafted by the Federal Military Authorities, shall retain his seniority status if he reports to work within ninety (90) days after being honorably discharged from the Armed Forces and is still qualified to perform his former, or comparable duties.

(j) Any regular full time employee shall be granted up to fifteen (15) days leave without pay while taking active duty training as a member of the National Guard or any U.S. Armed Forces Reserve.

### 3.7: Notice of Return to Work

(a) Before returning to work, after any unscheduled absence of seventy-two (72) hours or more, employees shall give eight (8) hours' notice to their supervisor.

(b) Employees returning to work, after an illness or accident requiring the care of a doctor, shall be physically able to return to work. If any disagreement arises as to the physical fitness of a returning employee, a doctor's statement will be controlling.

### 3.8: 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. Employee's wages will be reduced by the amount of jury pay, not including mileage allowance. Employees not serving a full day on jury service will report to management to determine if they should report for work.

### 3.9: Coveralls

The District shall supply throwaway coveralls for such things as roofing, PVC pipe, joint compound or anything else that could be considered hazardous or corrosive.

## ARTICLE 4

### EXPENSES

#### 4.0: Physical Examination

If not covered by medical insurance, once in each 24 month period the District shall reimburse the employee for their cost of a physical exam by a qualified medical doctor, up to a maximum of \$40.00, upon receiving a copy of explanation of benefits from insurance company.

#### 4.1: Travel Expenses

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

(b) Should an employee be required to be away from home for more than one (1) day on District business, the District shall pay the actual cost of all meals following the noon lunch of the first day until after lunch on the date of return. Room rent and meals for an employee away from home on District work shall be paid for by the District and where public facilities do not exist, the District will arrange proper sleeping and eating facilities.

#### 4.2: Meal Expense

(a) Employees engaged in any unscheduled or emergency construction, maintenance, or repair work necessitated by any unavoidable casualty shall be furnished meals by the District during the period that they are actually engaged in such emergency work, provided that such period extends beyond the established working hours and the employee is not returned to headquarters at or before meal time.

(b) Meal time shall be at 6:30 a.m. for breakfast, 12:00 noon or 12:00 midnight for lunch and 6:00 p.m. for dinner. It is understood that these meal times are to be subject to variation so that the employees engaged in overtime work will continue to carry on such duties and operations as are required by proper service to the water user.

Employees shall be entitled to a meal at District expense when required to work two (2) hours or more immediately preceding and/or two (2) hours or more after regularly scheduled work hours. Employees having been called out for emergency work shall be entitled to a meal at District expense after each five (5) hours continuous work period until relieved. If they are required to resume work, mealtime shall be considered as time worked. If they are released, mealtime will not be paid. The employee may opt to receive reimbursement of up to \$12 per meal in lieu of the District providing a meal at the work site.

(c) When instructed before quitting time, to report to duty before the next regular day's starting time, the men shall provide their own lunch, the same as is regularly done on other days.

#### 4.3: Mileage Expense

(a) It is understood and agreed that any employee who is required by the District to use his car on District business shall be paid at current IRS allowable rate per mile for the total

number of miles he drives his car in such use. The District may, at its discretion, furnish transportation in lieu of mileage expense.

4.4: Expenses at Established Headquarters

The District may hire a new employee for any established headquarters and, under such circumstances, there will be no allowance for free board and lodging as provided herein.

ARTICLE 5

SENIORITY, LAYOFFS, TERMINATIONS,  
DISCHARGES AND SUSPENSIONS

5.1: Seniority

(a) Principles of Seniority

(1) The basic principles of seniority by job classification and service with the District is hereby established. Attached hereto is the present job classification structure. See Exhibits A and C.

(2) Each employee, except one on a temporary status (see Article 7, 7.7), will have a separate seniority standing in the classification in which he is working, and in service with the District.

(3) Any employee promoted to a supervisory position, provided they have no break in continuous service of employment with the District, shall not lose his seniority and shall continue to accumulate seniority.

(b) Probation Period

No seniority shall accrue to a regular employee until he has been with the District for ninety (90) days, but after serving such probationary period, his seniority shall be computed from the date on which he was hired.

(c) Effective Date of Seniority

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 Roza Irrigation District commencing as of January 1, 1961.

(d) Loss of Seniority Status

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 one (1) year;
- (3) When an employee fails, except for conditions beyond his control, to return to work after a layoff within ten (10) days from the date of mailing notice by the District to the employee at his last known address as shown by the records of the District. Said ten (10) day notice shall also be mailed to the Union.

5.2: Layoffs, Terminations, Discharges and Suspensions

(a) Layoffs will apply to regular employees only. Seniority will not be accumulated during layoffs in excess of one (1) year. Written notification will be given to each employee affected fourteen (14) calendar days prior to the effective day of layoff.

(1) When layoffs in any classification are necessitated or deemed advisable such layoffs will be made in accordance with the following procedure:

(a) Select employees in each classification to be transferred, demoted, or laid off giving proper regard to seniority and qualification.

(b) The employment record of each employee so selected shall be examined to determine whether or not the employee can qualify for an equal job (temporary or permanent) in another classification, or a job in the next lower grade, and whether or not the employee wishes to be transferred or demoted to such a job for which he might qualify. In order to qualify, the employee must have greater seniority than the least senior person in the other job, must be physically qualified to perform the duties, and must have experience in the other classification gained in the employment of the District.

(c) Employees who are given alternatives of accepting transfer or downgrading as outlined in Item (b) above shall be required to make their decision as to whether or not they wish to accept such transfer or downgrading within two (2) days from the date on which they are notified. If the employee accepts, such transfer to downgrading shall become effective as soon as practicable after notice is given, but in no event longer than one (1) week after initial notice.

(d) If the individual concerned accepts transfer or downgrading, he shall be assigned to such job. This may result in an overage in the number of persons in the classification to which that employee has been transferred. Having created an overage by this process, reduction to eliminate such an overage will be handled in accordance with the same procedure as outlined in the preceding steps.

(e) Each individual transferred or demoted, according to the procedure outlined in the steps above, shall receive the pay of the classification to which he is moved.

(2) An eligible list of such laid off employees shall be maintained by the District and the names of such laid off employees shall be listed thereon for a period of one (1) year following such layoff, and such laid off employees shall be rehired or re-employed during said period, qualifications and ability being equal, in the reverse order of their layoff, prior to the hiring or employment of persons who had not been previously employed by the District. The District shall bring to the attention of laid off employees eligible for re-employment in positions for which they are qualified, any opportunity for re-employment that may exist during said one (1) year period.

(3) Should any unusual delay occur in making any appointment, promotion or rehiring, as provided in this Section, or where the convenience of the District will be served, a temporary appointment, promotion or re-employment may be made by the District for a period not to exceed thirty (30) days, provided, that only one such temporary assignment shall be made prior to the permanent appointment, promotion or re-employment and that the employee, or employees, so temporarily assigned shall not thereby obtain any advantage, priority or preference over any other employee, or employees, to such permanent appointment, promotion or re-employment.

(b) Terminations

Terminations sever all relationship between the employee and the District. Employees laid off for a period of more than one (1) year are automatically terminated.

(c) Discharges

(1) Discharge will be for cause subject to 5.1 (a) (d) Disciplinary & Adverse Actions and effective immediately. Discharge severs all relationship between the District and the employee. The term "for cause" shall include, but not by way of limitation, the doing individually, or in concert with others of any act forbidden by Article 1, 1.4, herein above or participating in or encouraging the doing of any such act as set forth therein.

(2) Terminations and discharges, although severing all relationship between the District and an employee, do not deny any employee his right to seek recourse to such action through Article 8 hereof if filed within five (5) days after termination.

(d) Disciplinary & Adverse Actions

The District may use progressive discipline when appropriate. Progressive may include: verbal warning, written warning, suspension, or termination. The degree of discipline and step to be used is within the sole discretion of the District and depends upon the nature and seriousness of the employee conduct.

All disciplinary action will be subject to Article 8 Grievance and Arbitration Procedure

## ARTICLE 6

### PROMOTIONS & LATERAL MOVES

6.1: Promotions shall be on the basis of qualifications, ability and seniority. Qualifications and ability being substantially equal, seniority shall prevail.

6.2: 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 greater qualifications and ability shall control, subject to the grievance procedure provided for in Article 8 hereof.

6.3: 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.

## ARTICLE 7

### WAGES, DEDUCTIONS AND PAY PRACTICES

#### 7.1: Wage Schedule

(a) The wages to be paid employees covered by this agreement shall be as shown in Exhibits B or B-1 attached hereto and made a part hereof. "Pay Periods" as referenced in Article 3.2 (a) and Article 3.4 (a) shall be every two weeks, and equal to 26 pay periods per year. The District may require employee to use electronic funds transfer at no charge to the employee.

(b) Pay day will remain the same during a 4-10 work schedule.

7.2: The District agrees to continue to pay its share, as prescribed by applicable statutes, into Social Security and State of Washington Public Employees' Retirement Pension Fund.

#### 7.3: 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) straight time hours in any work day, forty (40) straight time hours in any one (1) work week, or subsequent to five (5) hours-but prior to a meal break shall be paid at the rate of time and a half. Work performed on a Saturday, Sunday or on a holiday or regularly scheduled day off shall be paid at the rate of time and one-half for the time actually worked. Unless more than ten hours are worked in a day when on a 4/10 schedule, overtime will not be triggered during weeks that include two paid holidays and three ten hour works days.

Time-and one-half will be paid for hours worked on the employees scheduled Friday, Saturday and/or Sunday off.

Time-and one-half will be paid for hours worked on the employees scheduled Holiday in addition to regular Holiday pay.

(b) Overtime work shall be distributed as equitable as possible among the employees in the job classifications required to perform such overtime work. The District will attempt to utilize full time employees on overtime work before temporary employees.

#### 7.4: 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. If the call-out period overlaps into the established work day, other than for said emergency work, 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.

Employees reporting to work shall be granted at least two (2) hours, pay if weather conditions are such that no scheduled work can be undertaken, unless notified by phone 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.

#### 7.5: Pay for Temporary Classifications

(a) An employee temporarily assigned to a higher classification who is fully experienced and qualified, shall receive the prevailing rate of pay for such higher classifications during the 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, and, that as far as possible, in the temporary upgrading of an employee, the basic principles of the procedures in Article 6 will be followed.

An employee with limited experience or limited qualifications temporarily assigned to a higher classification for five (5) consecutive work days or more, shall receive the prevailing rate of such assignment, provided, however, that to qualify for temporary upgrading an employee must assume the full duties and responsibilities of such higher classification and that as far as possible in the temporary upgrading of any employee the basic principles of the procedures in Article 6 will be followed.

(b) Bargaining unit employees who by mutual agreement are temporarily assigned to a supervisory position for the purposes of training or evaluation for promotion opportunities shall be paid at the Class 1 leadmen rate during the period of such temporary assignment.

#### 7.6: Pay and Status for Temporary Employees

(a) An employee hired for temporary employment such as seasonal and/or special assignments shall be designated "temporary employee" and shall be paid at the rate established



for the classification in which he shall work. Each temporary employee may be employed for a maximum of five months in any calendar year.

(b) Such employee shall serve three (3) months before any seniority and benefits are established.

(c) As to temporary employees, the District will pay its share, as prescribed by applicable statutes, into Social Security and State Industrial Insurance and Medical Aid, but no further benefits.

(d) Temporary employees may not vote on an offer made by the District in negotiations.

(e) The District will not use a temporary employee if a regular employee is on layoff status and is readily available to do the work needed.

7.7: The District may employ up to two (2) individuals who are full time students to perform janitor, vehicle washing, and other common labor work, in and around the yard at the main office. They will be paid at least the legal minimum 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 the union security provisions.

7.8: Break In Period

(a) In the event that any employee is transferred to any position, in which he has no experience as determined by the assignor, he shall be given a break-in period, which in no event shall exceed sixty (60) work days, under direction of an experienced employee in such a position, and during such break-in period he shall receive no increase in pay.

(b) Individual Training Plan

(1) By mutual agreement of the District and the Union an Individual Training Plan may be developed for positions requiring a high degree of technical skills. Primary consideration for promotion will be given to current employees with prior skills, training, and/or exposure to the related position. The training plan will not be less than two thousand eighty hours nor more than four thousand one hundred sixty hours.

(2) Related/Supplemental instruction classes will be by community colleges, vocational technical institutes, and/or trade industry in-services. Classroom goals will be established in the individual training plan.

(3) Entry level wages shall not be set at less than Class V or the employees current wage rate whichever is higher. Wage increases will be at one-third increments throughout the training plan. Each increase will be equal to one-third the difference between the starting wage and the journey level wage. Wages will be paid while attending any District sponsored training.

(4) Expenses related to training such as mileage, room rent, meals, tuition/instruction fees or materials will be paid by the district.

7.9: Holiday Pay

(a) On those holidays specifically enumerated in Article 3, 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 straight time hourly rates. When on a 4/10 schedule time-and one-half will be paid for hours worked in excess of ten hours in a single scheduled workday (Monday through Thursday).

(b) All employees required to work on a holiday shall be paid time and one-half of their regular straight time hourly rate for the hours actually worked that holiday in addition to the holiday allowance.

(c) In order to qualify for holiday allowance, each employee shall have worked his scheduled hours in the work week in which the holiday shall occur, unless excused from work by the District as a result of earned sick leave or earned vacation or inclement weather conditions.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION PROCEDURE

8.1: 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, whether or not such claims or disputes involve the interpretation or application of this Agreement. When an employee believes he has been unjustly treated within the terms 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 believe they have been unjustly treated within the terms 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. 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 within five (5) working days thereafter.

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 alternately 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.

8.2:

- (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 8.1 may be omitted.
- (c) It is agreed that all grievances will be settled in any event either by Step 4 or by 8.2(a).

ARTICLE 9

MISCELLANEOUS

9.1: Term

This Agreement shall become effective July 1, 2016 and shall continue in full force and effect for a period to and including December 31, 2018 ~~June 30, 2021~~, and one (1) year periods thereafter unless notice is given by either party hereto to the other on or before ninety (90) days prior to the end of any such period requesting that the agreements shall be amended or cancelled. In the event such written notice is given, bargaining shall be within thirty (30) days after the giving of such notice. During negotiations this Agreement shall remain in full force and effect.

9.2: 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).

9.3: 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.

9.4: 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 of provisions affected. The remaining parts or provisions shall remain in full force and effect,

9.5: The signing of this Agreement shall not be the occasion for the imposition of any penalty upon any employee, and if, because of age or physical disability or for any other reason within the contemplation of this Agreement an employee be reduced to a lower job classification, such action may be reviewed by the grievance procedure provided for herein. The District agrees not to retaliate against any employee by reason of the union organization of the employees of the District evidenced by this Agreement.

9.6: It shall not be a breach of this Agreement for the District to pay rates or establish working conditions more favorable than established herein, provided the Union is previously notified of such changes.

9.7: In the event a new job classification is established, the applicable wage rate shall be temporarily fixed by the District and notice given to the Union by letter. The rate so established shall become permanent within fifteen (15) days of notice by letter, unless the Union requests negotiation of the rate for the new classification. Once the new classification rate is permanently established, it shall become a part of Exhibit C of this Agreement.

#### 9.8: Equal Employment Opportunity Policy Statement

It is the policy of Roza Irrigation District to provide equal employment opportunity to all applicants and employees regardless of their marital status, race, creed, color, religion, gender, sexual orientation, national origin, age, disability or veteran status. employees who have a disability and need a reasonable accommodation should notify the district manager.

## ARTICLE 10

### UNION SOLICITATION AND MAINTENANCE OF MEMBERSHIP

10.1: The Union and the District agree that no solicitation for union membership or other union business shall be conducted on the district property or on District time without the consent of the District in writing.

10.2: All employees of the District covered by this Agreement, who are members of the Union on the effective date of this Agreement, shall remain members in good standing as condition of employment.

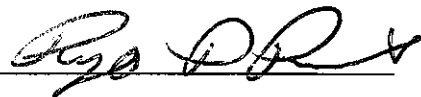
All employees hired after the effective date of this Agreement who work in classifications covered by this Agreement shall become members of the union within ninety (90) calendar days after the date of hire as a condition of employment and shall remain members in good standing as a condition of employment. Employees failing to meet the requirements of this section shall be terminated by the District upon receipt of written notice from the Union.

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

10.3: "Member in good standing" referred to above is hereby defined to mean a member who has paid his normal dues and initiation fee.

IN WITNESS WHEREOF, the parties hereto have executed these presents on this 27 day of October, 2016.

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL UNION  
NO. 348

BY 

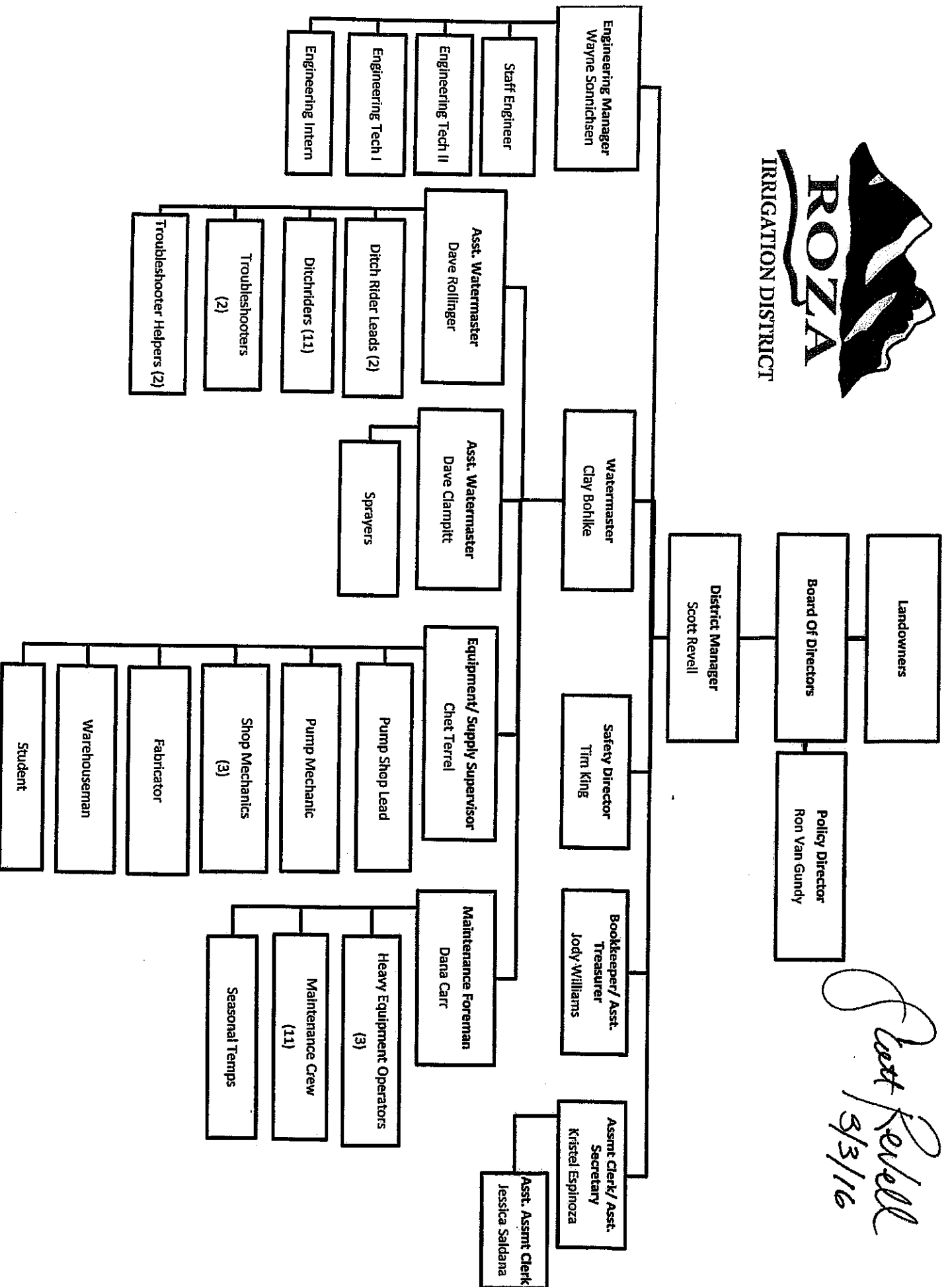
Attest: \_\_\_\_\_

ROZA IRRIGATION DISTRICT

BY 

Attest: Kristal Espinosa

EXHIBIT A



	Class I	Class II	Class III	Class IV	Class V		Temporary
	Job Title	Job Title	Job Title	Job Title	Job Title	Job Title	
	Lead Man Pumps	Heavy Equipment Operator	Canal Maintenance	Trouble Shooter Helper	Laborer		
		Pump Mechanic	Ditchrider	Canal Maint. Labor			
		Shop Mechanic	Spray Operator				
		Canal Lead Man	Warehouse Assitant				
		Trouble Shooter/ Carpenter					
		Lead Man Ditchrider					
		Fabricator					
7/1/15 Rate	29.75	27.81	25.86	23.28	20.70	18.11	16.82
7/1/16 Contract	0.89	0.83	0.78	0.70	0.62	0.55	0.51
7/1/16 Rate	30.64	28.64	26.64	23.98	21.32	18.66	17.33
7/1/17 Contract	0.46	0.43	0.40	0.36	0.32	0.28	0.26
7/1/17 Rate	31.10	29.07	27.04	24.34	21.64	18.94	17.59
7/1/18 Contract	0.47	0.44	0.41	0.37	0.33	0.29	0.27
12/31/18 Rate	31.57	29.51	25.86	23.28	21.97	19.22	17.85

90 Day  
Regular Probation

Exhibit B (Effective 7/1/16)

## JOB DESCRIPTIONS

### CLASS ONE

#### LEAD - PUMPS

This position requires a person who has a very thorough knowledge and understanding of both the mechanical and electrical aspects of the Roza District pumping plants. He/she must efficiently maintain, service and repair these units so as to keep any down time to an absolute minimum, and efficiency of operation to a maximum. He/she must be well acquainted with suppliers and contractors needed in the maintenance of these plants. He/she must also perform repairs in plumbing or electricity on other district facilities when needed. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks that fall in classification below his/her own, if so requested.

### CLASS TWO

#### SHOP MECHANICS

It is the job of the shop mechanics to perform all service and repair work the district vehicles and equipment require. All work is to be performed in a workman like manner to standards acceptable in the trade. They shall constantly strive to improve their own knowledge and ability, and keep themselves up to date on new design, methods, etc. Each mechanic shall furnish his/her own set of hand tools. The District will furnish specialty tools and power tools. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill the lead position for any particular job as authorized and directed by his/her supervisor.

FABRICATOR The fabricator shall have experience in steel fabrication, various types and methods of cutting, welding, lathe work, and all types of machine work. He/she must be able to construct from blueprints, or fabricate new parts from the pattern of worn or broken parts. He/she should keep abreast of new materials and methods available to the trade. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, and be willing to fill the lead position for any particular job, as authorized and directed by his/her supervisor. Minor incidental welding may be performed by other qualified employees.

#### CANAL MAINTENANCE - LEAD

The person who fills this position should have about the same experience and ability as a troubleshooter. He/she must be able to perform, and lead others in the performance of, all maintenance and construction work normally done by the district. He/she must



be very familiar with the project, be able to read the district map efficiently, and be able to read blue prints accurately, and be a qualified operator of most of the district's equipment, ~~except draglines~~. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks that fall in classification below his/her own, as authorized and directed by his/her supervisor.

#### TROUBLE SHOOTERS/CARPENTER

The duties of a troubleshooter are widely varied. He/she is responsible for many small maintenance jobs, such as pipe patching, repair of structures, repair of ditch rider premises, , , incidental minor welding etc. He/she is also frequently required to construct new structures, lay new pipeline, grade roads, haul gravel or rock, etc. He/she is generally provided with a helper, and often provided with several helpers, so he/she must have the ability to be a lead man. He/she must also be able to operate equipment and lowboy safely, as this is advantageous to both him/her and the district. He/she should be very familiar with the section of the project that he/she is assigned to, be able to read the district map well, and be able to follow directions explicitly. He/she should constantly strive to improve and broaden his/her knowledge and ability, as well as train those who work under him/her. In the interest of keeping all ~~men~~ steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as authorized and directed by his/her supervisors.

#### PUMP MECHANIC

The pump mechanic shall assist the lead pump mechanic in all service and maintenance work performed by this department. He/she must have both knowledge and experience in electricity and mechanics. He/she shall constantly strive to gain the abilities needed to be a qualified replacement for the lead. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill the lead position for any particular job, as authorized and directed by his/her supervisor.

#### HEAVY EQUIPMENT OPERATOR

The heavy equipment operator must have sufficient knowledge and experience on excavators, graders, scrapers, compactors, Gradalls, backhoes, so as to perform safely and efficiently the varied tasks involved in irrigation and drainage construction and maintenance. He/she must have a sound working knowledge of his/her machine, and keep it properly adjusted and serviced, and see that needed repairs are made. He/she must be willing and able efficiently to operate all other equipment owned by the District, as well as instruct less experienced personnel in the operation of this equipment. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill the lead position for any particular job, as authorized and directed by his/her supervisor.

### DITCHRIDER – LEAD

This position requires an individual who has experience in water management as well as supervisory experience. He/she must be very familiar with the entire project and have a thorough knowledge of the District Rules and Regulations. He/she will need to be able to operate the computers concerning water delivery and water records including the daily transfers from the outlying office. He/she must have a current Washington State Department of Agriculture Pesticide Public Operator License. This individual will also be in the weeknight and weekend duty rotation. In the interests of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own as authorized and directed by his/her supervisor.

## CLASS THREE

CANAL MAINTENANCE His/her main function is to operate machines safely, efficiently, and see that it receives the service, cleaning and repairs it needs on time. He/she is also expected to be a qualified driver of the lowboy and maintain a legal chauffeur's license for this purpose. He/she must be familiar with the operation of all other district equipment, except those listed in the heavy equipment operator job description, and which for purposes of this agreement does not include excavators the size of model 314 (or equivalent) and smaller. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill the lead position for any particular job, as authorized and directed by his/her supervisor.

### DITCHRIDER

The ditchrider's main function during the irrigation season is water delivery. He/she is to make all deliveries and delivery changes as per water user's request, provided said delivery has been cleared by the office, and in accord with all instructions which may be amended from time to time. He/she is to keep daily records as provided by the District, and not allow a water user to run in excess of the allotted amount. When a water user approaches the end of his/her quota of purchased water, the ditchrider must inform him/her not more than three weeks nor less than three days in advance.

The ditchrider shall run all laterals as efficiently as possible to keep waste at a minimum. He/she is to control weeds around all deliveries; keep weed racks cleaned, and assist the watermaster in routing the spray crew to the best advantage on all laterals, canals, and drains within his/her area. He/she shall ride his/her designated section of the main canal daily (Monday through Friday), and report any problems or needed repairs on the canal, laterals, drains, or other facilities to the watermaster immediately. On weekend duty, the ditchrider shall ride the main canal, and any laterals or pump laterals designated by the district, or those beats assigned to him/her for the weekend. Since the ditchrider is the district's most frequent contact with the water users, it is imperative that he/she be capable of maintaining a good working relationship with them.. The balance of the off-season the ditchrider will work maintenance, his/her work scheduled and supervised by the watermaster. His/her duties

at this time will vary according to the needs of the district, and the ability of the man. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill the lead position for any particular job, as authorized and directed by his/her supervisor. Must be able to operate the District's computers. Incidental weed pulling by a supervisor to assist the Ditchrider is permitted.

#### SPRAY OPERATORS

A spray operator must first be a responsible person, who can operate his/her rig and handle his/her materials in a safe and lawful manner. He/she must study and understand the laws, rules and regulations of the state and other authority, which regulate the use, storage, and application of herbicides. He/she must obtain a public pesticide operator's license. He/she must recognize the different noxious weeds in various stages of their growth, and know the best material and best time of application to eradicate these weeds. He/she must work well with the watermaster and the ditchriders in coordinating his schedule. He/she should read all material available to him/her to stay abreast of new laws, regulations, materials, etc. During the off-season he/she will work on the maintenance crew as assigned by his supervisor. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classifications below his/her own, as well as fill the lead position for any particular job, as authorized and directed by his/her supervisor.

#### WAREHOUSE ASSISTANT

The Warehouse Assistant shall work at the direction of the Equipment/Supplies Supervisor. Duties may include but not necessarily be limited to: daily updates of inventory in the warehouse and shops, issuing of tools and supplies, house keeping, repair of flow meters, valves and other equipment and procurement of parts and supplies. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks that fall in classifications below his/her own if so requested. Occasional canal and miscellaneous maintenance activities.

### CLASS FOUR

#### CANAL MAINTENANCE (LABOR)

This is a position of advanced laborer. Basic skills, such as laying pipe, building forms, driving truck, finishing concrete, mowing, burning etc., should have been acquired before advancement to this class. He/she should be somewhat familiar with the project and be able to follow directions easily and accurately. In the interest of keeping all steadily employed, he/she must be willing to perform any and all tasks which fall in classification below his/her own, as well as fill lead position as authorized and directed by his/her supervisor.

## CLASS FIVE

### LABORER

This is the beginning position or learning position for most new employees. During the time they spend as a laborer they will be acquiring skills and knowledge to qualify them for a higher position, these include mowing and burning. During the time an employee spends as a laborer, both the employee and the district will have a chance to decide what areas of work he/she will best fit.