

LABOR AGREEMENT

Between

***Yakima-Tieton Irrigation District and
Laborers' International Union of North America Local #348
June 1, 2022 through May 31, 2025***

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AGREEMENT

June 1, 2022 - May 31, 2025

THIS AGREEMENT made and entered into by and between the YAKIMA-TIETON IRRIGATION DISTRICT, Yakima, Washington, hereinafter referred to as the DISTRICT, and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 348, Yakima, Washington and 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 validity of the Certification of Representative of November 12, 1974, issued by the Department of Labor and Industries, and signed, James N. Leibold, State Labor Mediator, which in part states:

"IT IS HEREBY CERTIFIED that Laborers' Local Union No. 348 has been designated and selected by a majority of the employees of the above-named Employer * * * as their representative for the purpose of collective bargaining, and that said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay wages, hours of employment, and other conditions of employment."

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 interference's with the work of the District during the life of this Agreement; and to promote harmonious relations between the District, its employees and the Union,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

- 1.1 The employees covered by this Agreement shall be such as shall heretofore have been certified by the Department of Labor & 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".

**ARTICLE II
MUTUAL OBLIGATIONS**

- 2.1 The District is engaged in the operation and maintenance of canals, dam and reservoir, pump stations, hydropower stations, pipelines, turnouts and associated facilities for the purpose of supplying water for agricultural and other purposes. This requires continuous operation, for the benefit of the water users and other property owners having water rights within the boundaries of the District. It is agreed that the obligations for providing continuous service during the term of this Agreement rests upon 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 water users and that they will at all times cooperate in promoting the welfare of the District and in assuring the uninterrupted continuance of service afforded by the District.

**ARTICLE III
MUTUAL COOPERATION**

- 3.1 The District and the Union agree that they will mutually cooperate to promote harmony and efficiency among all the employees of the District. The Irrigation Director, Secretary Manager and HR Manager and the Business Manager or designee of the Union may hold quarterly meetings for the purpose of promoting this harmony.

**ARTICLE IV
NO STRIKE, NO LOCKOUTS**

- 4.1 During the term of this Agreement, the District agrees that there will be no lockout. 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.

- 4.2 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.
- 4.3 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. The provisions of this section are subject to the grievance provision hereinafter set forth.

ARTICLE V MANAGEMENT RIGHTS

- 5.1 The Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the District in accordance with such policies and/or procedures as the District, from time to time, may establish and implement. The District's prerogatives or rights include, but are not limited to:
 - 5.1.1 The right to alter any procedure or custom or direct the manner of accomplishment of any work.
 - 5.1.2 The right to make any change in its organization, method or plan of operations that the District shall deem advisable.
 - 5.1.3 The right to establish pre-requisites, qualifications and standards as conditions to employment.
- 5.2 Provided nothing herein contained shall authorize the District or its Manager to decrease the pay per hour or increase the hours of work without compensation during the term of this Agreement, and any such questions may be resolved by the grievance procedure hereinafter set forth.

ARTICLE VI UNION RIGHTS

- 6.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.

- 6.2 The Union will have the right to establish representative(s) within the Bargaining Unit. The Union will advise the District of the identity of the representative(s) on an annual basis. Said representative(s) shall have the right to a reasonable amount of time to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time, provided that such investigation will not interfere with the necessary operation of the District.
- 6.3 The membership of the Union shall not waive, nor shall they feel compelled to waive any and all of their rights under this Agreement, State Law or Federal Law.
- 6.4 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 consent of the District in writing.
- 6.5 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 representative, in writing.
- 6.6 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 interfered with in their work, said notification to be at or after said access has been made.

**ARTICLE VII
UNION CHECK-OFF**

- 7.1 Upon written authorization of a "check-off" form executed by an individual employee indicating that the employee consents to the deduction of union dues and/or initiation fees from his or her wages, 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 and the terms of the authorization executed by the employee.
- 7.2 The authorization form and remittance forms shall be supplied by the Union.
- 7.3 Employees may discontinue paying union dues in accordance with the terms set forth on the dues authorization executed by the employee.

**ARTICLE VIII
UNION SOLICITATION AND MAINTENANCE OF MEMBERSHIP**

- 8.1 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 except in non-work areas during non-working time.

- 8.2 Employees may choose to join or refrain from joining the union.
- 8.3 The Union shall provide the Employer with (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 8.4 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.
- 8.5 The District agrees it will not discriminate against any employee because of union membership or lack thereof.

**ARTICLE IX
DEFINITIONS OF EMPLOYEES**

- 9.1 Regular Full-time Employee: a regular employee is a full-time employee who has served their probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this collective bargaining agreement.
- 9.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed three (3) calendar months of service with the District since the first day of employment. A probationary employee shall work under the provisions of this agreement but shall be only on a trial basis, during which period he/she may be discharged without any recourse.
- 9.3 Temporary Employee: An employee hired for temporary status such as seasonal and/or special assignment but works less than 90 days.

**ARTICLE X
DEFINITION OF WATER SEASON**

- 10.1 Water season starts each year at the beginning of March and ends in October.
Frost season runs each year from March to June.
Irrigation season runs each year from April to October.

**ARTICLE XI
ESTABLISHED HEADQUARTERS**

- 11.1 Established headquarters is considered to mean the facilities at Camp 4. Which is located at the junction of Naches Heights Road and Camp 4 Road in the Cowiche-Tieton Area.

All trucks shall be brought into headquarters in the evening unless otherwise instructed.

ARTICLE XII HOURS OF WORK AND OVERTIME

12.1 Hours of Work

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

Normal hours of work, except as hereinafter provided shall be any eight (8) hours established within the period 7:00 a.m. to 5:00 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.

- 12.2 All work performed outside of established work schedules, or mutually agreed to work schedules, for an emergency shall be compensated for as set forth in Article 12.4. Employees required to work more than (2) hours after the end of the shift shall be allowed at least one-half (1/2) hour meal period. If it is impractical for the employee to leave the job site, the one-half hour shall be paid at the applicable overtime rate and the employee shall be provided a meal by the District for that timeframe. In the event that the emergency occurrence requires the employees to work past the regular shift for more than one day, the District shall not be required to supply a meal and the employees will make their own meal arrangements.

12.3 Assignment of Work

Work assignments for all employees in such classification are outlined and attached hereto as Exhibit "C" and incorporated herein as though set forth. The District reserves the right to add to, delete from, or amend these job descriptions from time to time, and particularly in emergency situations. Failure to accept work assignments under emergency conditions, without cause deemed reasonable by the supervisor shall subject the employee to disciplinary action, including discharge, subject to the grievance procedure hereinafter provided for.

12.4 Contracted Work

It shall be the District's policy that all of its usual and customary work shall be done by its regular forces, and so to manage, control and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum, layoffs and reductions of job opportunities of its forces. To that end, 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.

12.5 **Commencement of Work**

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

12.6 **Weekend Duty**

During the irrigation season all YTID, including the employees covered by this contract along with non-covered employees, shall be eligible for inclusion on the schedule for on call duty on a rotation basis and be on call eight (8) hours on Saturday and eight (8) hours on Sunday for which they will be paid sixteen (16) hours of straight time. On a holiday, they will be paid sixteen (16) hours on Saturday and sixteen (16) hours on Sunday for which they will be paid thirty-two (32) hours of straight time.

In order to assure adequate coverage for weekend and Holiday duty, at least 30 (thirty) days prior to the beginning of the irrigation season, a sign-up sheet is made available. The covered employees and non-covered employees will be assigned on a rotational basis by the District, the weekends and holidays they are to be on call. The employees will be given fourteen (14) days to review the list and make any changes. Any changes in this assigned schedule will need approval of the District. Any schedule conflicts that cannot be resolved voluntarily will be decided based on seniority with the District.

The employee on call, answering the emergency calls, shall carry a cellular telephone and be expected to answer the phone immediately. The employee on call, in the field, shall also carry a cellular telephone and answer immediately. When the field employee is called out to an emergency, they will be expected to be on site within 30 minutes. Depending on the location of the emergency or something outside the employees' control, the 30 minutes can be extended to as soon as possible.

In the event the employee on call is called out, the employee's actual work time shall be deducted from the straight time payable and the employee shall be paid at the rate of time and one half for the time actually worked in accordance with Article 13.4. Although on call time shall be compensated as provided herein; it shall not be considered actual work time unless the employee is called out. The employee on call, shall be free to conduct normal personal activities, provided the employee remains accessible by cellular telephone and able to promptly respond to calls within 30 minutes.

12.7 **Weekday On-Call**

After 4:00 P.M., Monday thru Thursday, the employee(s) on call will be required to continue to be available by cellular telephone so they can be contacted in case of emergencies. Employees who are called out shall be available to calls and shall be compensated for actual work time as provided in Article 12.4.

12.8 **Hydro On-Call**

During the Frost Season and during the Irrigation Season, the operators of the hydroelectric plants, pump stations and reservoir taking calls on a rotation basis during the workweek (Monday through Thursday), after normal working hours, shall be entitled to two hours of flextime for the workweek they are taking calls. These employees shall have the option to receive the flextime as paid time off or have the two hours pay added to their weekly pay at the straight time rate. They will be allowed to hold over the two hours of flex time not to exceed 7 days.

The operator of the hydroelectric plants, pump stations and reservoir shall be paid in accordance with the on-call provisions of Article 13.4. The operator so assigned shall carry a cellular telephone, so he can be contacted in case of emergencies. The operator on-call shall be free to conduct normal personal activities provided the operator remains accessible by cellular telephone and able to promptly respond to calls and be on site within 30 minutes as Article 12.6.

- 12.9 Any other employee who is contacted for work purposes by an authorized representative of the District (i.e. on call or supervisory employee) after normal working hour shall be compensated a minimum of (1/2) one half hour pay at the applicable straight time rate. Consideration for compensation will be given on a case-by-case basis when an employee is contacted for work purposes by another bargaining unit employee in support of a work activity.

**ARTICLE XIII
WAGES AND PAY ARRANGEMENTS**

13.1 **Wage Schedule**

The wages to be paid employees covered by this Agreement shall be set forth in Exhibit "B", attached hereto and made a part hereof, and cover the period specified. "Pay period" shall be Bi-monthly and shall be subject to timecards being submitted each pay period to the District. Designated paydays will be the 5th and 20th of each month with no more than two (2) days extension of time if the payday falls on a holiday. In the event of a failure in the computer system, a draw will be issued until the payroll can be met.

- 13.1.1 The Employer shall furnish to each employee, at the time of payment of wages, an itemized statement showing the pay basis (i.e., hours or

days worked), rate or rates of pay, gross wages, and all deductions from that pay period. In addition, the name, address and phone number of the Employer shall be indicated.

- 13.1.2 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, and State Industrial Accident and Medical Aid insurance and hospital insurance as provided in Article 15.1.

13.2 **Overtime**

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

- 13.2.1 Except as hereinafter otherwise provided, all work performed before or after the eight (8) straight time hours in any workday or beyond forty (40) straight time hours in any work week shall be paid at the rate of one and a half times (1.5) the employee's regular rate of pay.
- 13.2.2 Due to the needs of the Employer and the nature of tasks commonly performed by employees covered by this Agreement, the Employer and the Union agree that Washington's general rules regarding meal breaks should be, and hereby are, varied in accordance with WAC 296-126-130-8(b) It is agreed that covered employees shall be allowed a half (1/2) hour, unpaid meal period, which shall commence no less than two (2) hours nor more than six (6) hours from the beginning of the employee's shift. If, with prior approval of the supervisor or the District Manager, an employee works more than six (6) hours without taking a meal break he or she shall be paid at the rate of one and a half (1.5) times the employee's regular rate of pay for all time worked beyond six (6) hours and the start of his or her meal break.
- 13.2.3 Work performed on Saturday, Sunday, holiday, or regularly scheduled day off shall be paid at the rate of time and one-half for the time actually worked.
- 13.2.4 Overtime work shall be distributed as equitably as possible among the employees in the job classifications required to perform such overtime work.
- 13.2.5 Employees shall not be allowed to pyramid overtime.

13.3 **Holiday Pay**

On those holidays specifically enumerated in Article 20, 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.

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

13.3.2 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, earned vacation or industrial accidents or other excused absence.

13.4 **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 workday 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 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.

13.5 **Longevity Pay**

The employees covered by this agreement shall receive compensation, called longevity pay, in addition to their base annual rate of pay. Longevity pay is calculated by multiplying the employee's annual base rate of pay by the percentage shown in the table below. The base hourly rate for each class is shown in Exhibit "B" of this agreement. The hours used in calculation of the longevity pay is the standard 2080 hours per calendar year or 1040 hours each 6 months. The amount to be paid on the first applicable day following the 31st day of December and the 30th day of June of each year.

13.5.1	Years of Service	Longevity Compensation
	10 but less than 15 years	1.0%
	15 but less than 20 years	1.5%
	20 but less than 25 years	2.0%
	25 or more years	2.5%

13.6 **Increased Pay**

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.

Jury Duty

- 13.7 Employees called to jury duty in State or Federal Court shall be paid their regular straight time pay provided the employee surrenders to the District the per diem check, less mileage if provided by the court. Employees not serving a full day on jury service will report to management to determine if they should report for work.

13.8 **New Classification**

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 "B" of this Agreement, within five (5) days of such action.

13.9 **Pay for Temporary Classifications**

An employee temporarily assigned, for five accumulative work days or more, to a higher classification shall then receive the prevailing rate of pay for such higher classification during the period 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 an employee, the basic principles of the procedures in Article 13 will be followed.

Hourly rated employees temporarily transferred to salaried supervisory positions shall be paid the appropriate hourly rates established for such specific temporary assignments.

13.10 **Pay and Status for Temporary Employees**

An employee hired for temporary status 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. Special assignments such as engineering services and technical aides to be classified above the red line.

- 13.10.1 Such an employee shall serve less than ninety (90) days before any seniority and benefits are established, the District will pay its share, as

prescribed by applicable statutes, into Social Security and State Industrial Insurance and Medical Aid.

- 13.10.2 Temporary Employees may not vote on an offer made by the District in negotiations.
- 13.10.3 The District will not use a temporary employee if a regular employee is on layoff status and is readily available for work.
- 13.10.4 The District may employ full time students to perform janitor, vehicle washing, lawn and yard maintenance, and other common labor work on the Districts property. They will be paid at least the minimum wage as set by applicable law but shall not accumulate seniority or other benefits except as legally required, and they will not be required to comply with the Union Security provisions.

ARTICLE XIV PROMOTIONS

- 14.1 Promotions shall be based on qualifications, ability and seniority. Qualifications and ability being substantially equal, seniority shall prevail.
- 14.2 All job openings shall be posted on the bulletin board and present employees will be given priority, based on seniority, before seeking outside applicants.

ARTICLE XV TRAINING

15.1 **Individual Training Plan**

An individual Training Plan will be implemented for all new employees and current employees applying for promotion. Each training plan will have a 3-month, 6-month, 1-year and possibly 2-year benchmarks to assess competency in the new position. If the employee meets each benchmark, the employee will receive a wage increase of one-third (1/3) to one-fourth (1/4) the difference between the starting wage and the journey level wage for that position. However, should proficiency be displayed during the training program, the District reserves the right to accelerate the wage increase as seen fit by Management.

In the event that a current employee is promoted to any position in which he has limited experience as determined by the assignor, he shall be given a break-in period, which in no event shall exceed thirty (30) workdays, under direction of an experienced employee in such a position, and during such break-in period he shall receive no increase in pay. During this time, if the employee fails to perform the function of the position, or if the employee decides the position is not a good fit, the employee may return to their previously held position.

- 15.1.1 An employee has achieved competence if they can perform to the standard expected for the position at that time in their training.
- 15.1.2 Related/Supplemental instruction classes will be by community colleges, vocational technical institutions, and/or trade industry in services. Classroom goal will be established in the individual training plan.
- 15.1.3 Wages will be paid while attending any District sponsored training.
- 15.1.4 Expenses related to the training such as mileage, room rent, meals, tuition instruction fees or materials will be paid by the District. See Article 15.2.

15.2 **Training Reimbursement**

Employees, at District request, attending training sessions or doing off project work are to be reimbursed for travel, meals, and lodging upon submittal of an expense claim form with receipts for payment of charges attached. The Board of Directors shall authorize the training and expenses prior to training or project commencement. The employee will be reimbursed within 5 days after expense form is received.

15.3 **Saturday/Sunday Travel Time for Training**

The overtime premium pay provision will not apply to travel time on Saturday and Sunday for employees in the bargaining unit that are required by the District to attend training out of the area. Additionally, that travel time will be paid at the straight time hourly rate and applicable benefits for the actual time spent commuting with a maximum pay of eight hours. Travel time will be defined as the reasonable time commuting from the employee's home to the designated lodging for the training session and would include unavoidable traffic/airport delays. Time spending sightseeing, on side trips or leisure activities would not be covered.

**ARTICLE XVI
HEALTH AND WELFARE**

16.1 **Health and Welfare**

The Union agrees to secure such group medical welfare benefits.

The District agrees to pay the monthly insurance premium contribution calculated at 95% with the 5% deduction from the employee's gross wages. The contribution rates shall be determined in the same manner for any increases in the monthly Health and Welfare premium during the term of this agreement. The report

furnished by the Trust Fund and contributions shall be submitted monthly not later than the 10th of the month.

Northwest Laborers-Employers Health & Security Trust Fund requires a covered employee to log in 80 hours of compensable time per month in order to qualify for healthcare coverage.

ARTICLE XVII ANNUAL LEAVE

17.1 All employees will accrue annual leave under the following schedule based on twenty-four (24) pay periods per year:

0 through 5 years	4 hours per pay period
6 through 10 years	5 hours per pay period
11 through 15 years	6 hours per pay period
16 through 20 years	7 hours per pay period
21 through 25 years	8 hours per pay period
26 and over years	9 hours per pay period

17.2 After qualifying for a vacation, an employee may use his vacation time as it is earned, provided that in the event one day's vacation is requested, a minimum of one (1) days' advance notice will be required. In the event two (2) days or more, but not to exceed one week's vacation is required, a minimum of three (3) days advance notice will be required, and the employee will be notified within two days thereafter whether the same is approved. In the event a vacation of more than one week is requested, a minimum of two week's advance notice will be required, and the employee shall be notified within three (3) days thereafter whether the same is approved. All requests for annual leave shall be submitted on District annual leave request forms and signed by the employee's supervisor. The District shall make a reasonable effort to accommodate the wishes of employees regarding vacation period; however, the District reserves the right to cancel or postpone vacations to meet operational requirements. The District may refuse to approve vacations during the busy time of year. Absence without notice or approval will be without pay. In emergency situations such advance notice may be waived by mutual agreement.

17.3 Extended vacations, subject to earned vacation leave, may be granted for those employees that give 60 (sixty) days advance written notice of such vacations. Vacation time granted during the irrigation season shall not exceed ten (ten) days' annual leave unless mutually agreed to. An employee who obtains travel insurance to cover the loss of travel deposits, shall be reimbursed for the costs of said insurance if the vacation leave is canceled by the District with less than 15 (fifteen) days' notice.

17.4 Saturday, Sunday and Holidays included in a vacation shall not be considered vacation time.

- 17.5 All unused annual leave is lost at the termination of the last day of the first pay period of February, EXCEPT that a maximum of twenty-five (25) days annual leave may be accumulated and be available to the employee beyond that date. Provided, however, where the failure to take leave is at the direction of the District, then such leave that would otherwise be lost shall be extended.
- 17.6 An employee leaving the employ of the District for any reason shall be paid his earned vacation allowance. If an employee during the water season, per Article 10.1, 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 that calendar year in which he quits.
- 17.7 During the month of December employees may "cash out" unused annual leave provided, however, that the maximum "cash out" shall be limited to 10% of an employee's annual accrual.

ARTICLE XVIII SICK LEAVE

- 18.1 Except as herein provided, sick leave will accrue from the first day of the month from the date of employment at the rate of (4) hours per pay period and based on 24 pay periods per year.
- 18.2 To be credited with sick leave, an employee must see that notification is given to their supervisor on or prior to the first day of his absence from work because of illness. Sick leave may be used for illness of the employee or to care for a child, spouse, or dependent parent with a health condition that requires treatment or supervision. A doctor's verification may be required for verification of illness of the employee, spouse, child, or parent of the employee if gone for more than 3 days.
- 18.3 Employees shall be allowed three (3) days leave with pay from their sick leave for a death in the family (father, mother, wife, husband, son, daughter, stepson, stepdaughter, current mother-in-law, current father-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law). If the funeral is 250 miles from the employee's residence, they may take an additional day off for a total of 4 days. The additional day will also be deducted from accumulated sick leave. If no sick leave is available, employee shall draw upon vacation leave.
- 18.4 Employees, upon attaining retirement status, shall be paid a maximum of fourteen (14) days of their unused sick leave at the appropriate hourly rate.
- 18.5 Employees returning to work after an illness necessitating the care of a doctor, may be required by the manager to furnish a doctor's statement that they are

physically employable containing the date the employee is able to return to his regular duties.

**ARTICLE XIX
EVENT OF DEATH OF EMPLOYEE**

- 19.1 In the event of an employee death, any earned and accrued annual leave shall be paid to the spouse, dependents or legal beneficiary as prescribed by law. Any earned and accrued sick leave, up to 25 days, shall be paid to the spouse, dependents, or legal beneficiary as described by law.

**ARTICLE XX
EXCUSED LEAVE OF ABSENCE**

- 20.1 The District may, at its discretion, grant excused leaves of absence without pay after all earned vacation has been used or when due to illness, after all earned sick leave and vacation have been used. After completing thirty (30) days leave in any one calendar year, an employee shall not accumulate any additional sick leave, vacation or seniority rights, except as provided in 18.5 hereof but shall retain any seniority rights accumulated up to that time.
- 20.2 An employee may voluntarily donate up to 10% of their accumulated sick leave to another employee's sick leave accumulation if the receiving employee has exhausted all their sick leave and vacation.
- 20.3 Union representatives shall be granted excused leaves of absence without pay when grievances, labor-management meetings, labor negotiations, or Union conventions require absence from their jobs, provided not more than two shall take such leave at any one time.
- 20.4 An employee on a leave of absence for any reason other than industrial accidents occurring while in the employ of the District, shall make arrangements with the District to pay in advance any premium costs necessary on his group insurance and hospitalization.
- 20.5 Under the following conditions no leave of absence shall be allowed:
- (1) To seek employment; or
 - (2) To be employed elsewhere.
- 20.6 Upon becoming available to return to work after a leave of absence in excess of thirty (30) days for any reason other than industrial injury, the employee will be re-assigned 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 a leave of absence will be placed in a position of like or lesser work for which the employee is qualified.

- 20.7 An employee, during the period he is receiving workmen's compensation, shall not accumulate sick leave or vacation time after thirty (30) days, but seniority shall continue to accumulate through the period of disability.
- 20.8 Workers Compensation cases shall be considered on leave, provided that the employee shall be entitled to use accrued leave where no compensation is paid to him. An employee being paid Workers Compensation shall be able to use accumulated leave to bring his total compensation to 100% of his regular base pay.
- 20.9 Vacations shall be taken from Christmas to New Year's and shall be charged against the vacation earned. However, in order to ensure response for emergency calls employees covered by this contract agree to be scheduled for on call duty for the weekdays between Christmas and New Year's. The schedule will be completed with the employees 14 days prior to Christmas Holiday. Any schedule conflicts that cannot be resolved voluntarily will be decided based on seniority with the District. This will require only one qualified employee for each day. Those employees scheduled shall be on call and be compensated in the same manner as the provisions of Article 11.6 and 11.7. The other provisions of these sections will also apply for the days scheduled.
- 20.11 With respect to an employee entering military service, the applicable Federal law shall apply.

ARTICLE XXI HOLIDAYS

- 21.1 The following days shall be recognized as holidays under the terms of this Agreement. New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day.
- 21.2 If a holiday falls on a 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.

ARTICLE XXII SENIORITY, LAYOFFS, TERMINATIONS, DISCHARGE AND SUSPENSIONS

22.1 Seniority

22.1.1 Principles of Seniority

- a. The basic principle of seniority by job classification is hereby established. Attached hereto is the present job classification

structure. The District always reserves the right to modify, change or alter these classes; or to add to or subtract therefrom in its sole discretion. Provided no employee shall receive a reduction in rate of pay due to any change in classification.

- b. Each employee, except one in a temporary status, will have a separate seniority standing in the classification in which he is working.
- c. Any employee promoted to a supervisory position by the District shall not lose his seniority rights and shall continue to accumulate seniority.

22.1.2 Probation Period

No seniority shall accrue to an employee until he has been with the District for three (3) months, but after serving such probationary period, his seniority shall be computed from the date on which he was hired (except temporary employees covered by Article 12.10).

22.1.3 Effective Date of Seniority

For all regular employees of the District seniority is all continuous service with the District.

22.1.4 Loss of Seniority status

Employees will lose their seniority status under the following circumstances:

- a. When an employee quits or is discharged for cause, subject to the grievance procedure.
- b. When an employee is laid off for more than one (1) year.
- c. When an employee violates any part of Article 19 (Excused Leaves of Absence) and is discharged; therefore, subject to the grievance procedure.

When an employee fails to return to work after a layoff, within (5) five days from the date of receipt of written notice by the District to the employee at his last known address as shown by the records of the District. Should written notice be returned to the District as non-deliverable, the Union Business Agent will be given an additional ten (10) days to notify the employee.

22.2 Layoffs

Layoffs would result from curtailment of funds or reduction of force due to change in operations or changes in organization of classification. Written notification will be given to each employee affected fourteen (14) calendar days prior to the effective date of layoff. Seniority will be accumulated during layoff for one (1) year. All temporary employees will be terminated prior to any regular employee being laid off with the exception of the groundskeeper.

22.2.1 When layoffs are necessitated or deemed advisable, such layoffs will be made in accordance with the following procedure:

- a. Select employees to be transferred, demoted, or laid off giving proper regard to seniority and qualifications.
- 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) 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 such transfer or downgrading shall become effective as soon as practicable.
- 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 the employee has been transferred. Having created an overage by this process, reduction to eliminate such 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.

22.2.2 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 one (1) year follow 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 layoffs prior to the hiring or employment of temporary employees or persons who had not been previously employed by the District.

22.2.3 The District shall bring to the attention of laid off employees any opportunity for re-employment that may exist during said one (1) year period.

22.2.4 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.

22.3 **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.

22.4 **Discharges**

22.4.1 Discharge will be for cause and effective immediately subject to the grievance procedure. Discharge severs all relationship between the District and the employee.

21.4.2 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 22 hereof, if filed within five (5) days after termination, and are subject to the grievance procedure hereinafter provided for.

22.5 **Suspensions**

Suspensions may be used for disciplinary purpose and become effective immediately and may include, but not be limited to, loss of pay and benefits during suspension, subject to grievance procedure.

ARTICLE XXIII GRIEVANCE AND ARBITRATION PROCEDURE

23.1 **Grievance Procedure**

Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner, and any grievance settled in any of the steps, including the

informal process found in this Article, is final and binding. The parties may, but shall not be required to, agree in writing to extend or waive any time limits contained in this Article

Should the employee or Union fail to comply with the prescribed time frames, the grievance shall be deemed and treated as resolved in favor of the Employer. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to proceed to the next step.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

A. The alleged grievance must contain the following:

- 1) The specific contract provision violated;
- 2) The specific action(s) that occurred;
- 3) The names of the employee(s) affected by the alleged contract violation;
- 4) When the alleged violation occurred; and
- 5) The remedy sought.

Step 1: The aggrieved employee should first talk with their immediate supervisor within ten (10) calendar days of the occurrence, or within ten (10) calendar days of the employee's first knowledge of the occurrence in an attempt to resolve the problem. The supervisor shall set a date within five (5) working days for an informal meeting which includes the employee and a representative from the Union, where all pertinent facts and information will be presented and reviewed. The supervisor may attempt to address the matter and may respond to the Union representative and the employee in writing within five (5) working days of the meeting. If the issue is not resolved at this level, the employee will move to Step 2.

Step 2: Within thirty (30) calendar days, after the occurrence of the event, or within thirty (30) calendar days of the date of the employee's first knowledge of the occurrence or if the supervisor timely meets and issues a response, then within ten (10) calendar days from issuance of a response, the employee and the Shop Steward shall notify the District Manager in writing, that they wish to schedule a grievance meeting. The District Manager have ten (10) working days to review and investigate the grievance and issue a written response to the Union. Prior to a decision, the District Manager may meet with the parties as part of the investigation. The written decision shall be issued within fourteen (14) calendar days of the meeting if one is held. If no meeting is held then the written decision shall be issued within fifteen (15) calendar days of the Union's notice to the District Manager. If the grievance has not been settled at this level, the employee will move 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, within fourteen (14) calendar days of the Manager's decision, to be reviewed at the next regularly scheduled meeting of the Board. Both the Union and the District Manager will have the opportunity to speak at the meeting. Their decision shall be made known in writing to the Union by the next board meeting.

Step 4: If the grievance is not satisfactorily settled by the preceding steps, then the dissatisfied party shall submit a written request for arbitration to the other party within fourteen (14) calendar days of receipt of the Board of Director's decision. Each party shall be responsible for its own costs and expenses. The Arbitrator's authority is limited to the interpretation of the Agreement.

23.2 **Arbitration**

23.2.1 Either party to this agreement may refer unsettled grievances which concern provisions of this Agreement to an arbitrator.

23.2.2 A request for arbitration shall be in writing and shall be submitted to the other party not more than fourteen (14) calendar days after the reply of the Board of Directors unless the time shall be extended by mutual agreement. Such request shall identify the previously filed grievance, which is the basis for the request for arbitration, and shall set forth the issue which the party making the request seeks to arbitrate.

23.2.3 After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator and said selection shall take place within thirty (30) calendar days after receipt of the intent to arbitrate.

23.2.4 If the parties cannot agree on an arbitrator, a request shall be sent to the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCA), or the Public Employment Relations Commission (PERC) requesting a list of five (5) names from the register of whichever agency is agreed upon by the parties. The arbitrator shall be selected by the District and the Union within a reasonable time after the list is received.

23.2.5 The District and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however, that the arbitrator's function shall be limited to determining whether the District or the Union has violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have

no power to destroy, change, delete from, or add to the terms of this agreement. The arbitration shall convene within fourteen (14) days of completion of the selection process or as soon and the arbitrator's calendar permits. The arbitrator shall be requested to issue their decision within thirty (30) working days from the date of the arbitration hearing

23.2.6 Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case, and the parties shall share equally the expense of the arbitrator. Grievants or witnesses who normally would be working during an arbitration proceeding will be paid their regular rate of pay by the Employer. This will not include overtime.

XXIV SAFETY

- 25.1 All employees are required to observe all safety rules and regulations now or hereafter established for the District. The District has an established Safety and Health Policy, copy of which is provided to each employee. Such policy shall be in accord with the standards set by the State of Washington Department of Labor and Industries and any applicable federal standards. Any modification by said Department or under applicable federal law shall take priority over such Policy; however, the District Manager shall have final authority over such changes.
- 24.2 Any unsafe conditions observed by any employee shall be reported in writing on the standard hazard report form supplied by the District.
- 24.3 The Union agrees to negotiate a mutually desirable Drug and Alcohol Testing Policy similar in concept to the one currently in place at Yakima-Tieton Irrigation District. See Exhibit "D".

XXV POLICY MANUAL

- 25.1 Employees are required to observe all lawful work rules and procedures established in the District Employee Policy Handbook. A copy of the Employee Handbook and Union contract will be provided to each employee. Employees shall be required to sign and acknowledge receipt of both. The District Manager shall have final authority over changes made to the Employee Handbook with union review for conflict with this CBA.

XXVI
CARE AND RESPONSIBILITY FOR TOOLS AND EQUIPMENT

- 26.1 When the District shall furnish employees with tools or equipment, employees to whom the equipment has been issued shall be held responsible for the care of such tools and equipment. In the event they are lost or destroyed due to negligence of the employee, the employee shall be required to pay for the same and deductions therefore may be made from his/her pay. Nothing herein shall be construed to mean that the employee shall be charged for tools or equipment broken or worn out in the performance of his/her duties. Any action taken under this section shall be subject to the Grievance Procedure hereinafter provided for.

XXVII
MISCELLANEOUS

27.1 **Term**

This agreement shall become effective as of **June 1, 2022**, and shall continue in full force and effect for the period through and including **May 31, 2025**, and for one year periods thereafter unless written notice is given by either party hereto to the other on or before 90 days prior to any anniversary date requesting that the agreement be open for the purpose of negotiations.

27.1.1 This agreement shall remain in full force and effect after such notice is given and bargaining shall begin within (30) thirty days after the giving of such notice.

27.1.2 Any pay scale thereafter negotiated shall be effective **June 1, 2025**, or such other time as may be agreed upon.

27.2 **Construction**

Nothing herein contained shall be construed to be a surrender on the part of the District or the Union of any of its privileges or prerogatives, or its rights or powers granted by the State of Washington (RCW 87), or any other applicable statute.

27.3 **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. In the case of telephone calls, to the number furnished by the recipient.

27.4 **Saving Clause**

Should any part of 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, any invalidation of such 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 re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

27.5 **Anti-discrimination**

The parties hereto agree not to discriminate against anyone on account of race, creed, color or sex. The parties hereto specifically agree to comply with all applicable laws, both Federal and State, and each party for himself agrees not to commit any act of discrimination in violation of such laws.

Except as modified herein, the above-described agreement is hereby reaffirmed in all respects.

IN WITNESS WHEREOF, the parties hereby have executed these presents on this _____ day of _____ 20__.

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

YAKIMA-TIETON IRRIGATION
DISTRICT

By 
Cisco Elguezabal, Business Manager
Laborers' Local #348


Rick Dieker, Secretary-Manager
Yakima-Tieton Irrigation District

WASHINGTON AND NORTHERN
IDAHO DISTRICT COUNCIL OF
LABORERS

By 
Stacy Martin, Business Manager

This original 1977 Agreement was signed by Donald L. Johnson, Board President, Attest Warren Dickman and by Orville Trepanier, Union Business Manager, Attest Fred M. Peck.

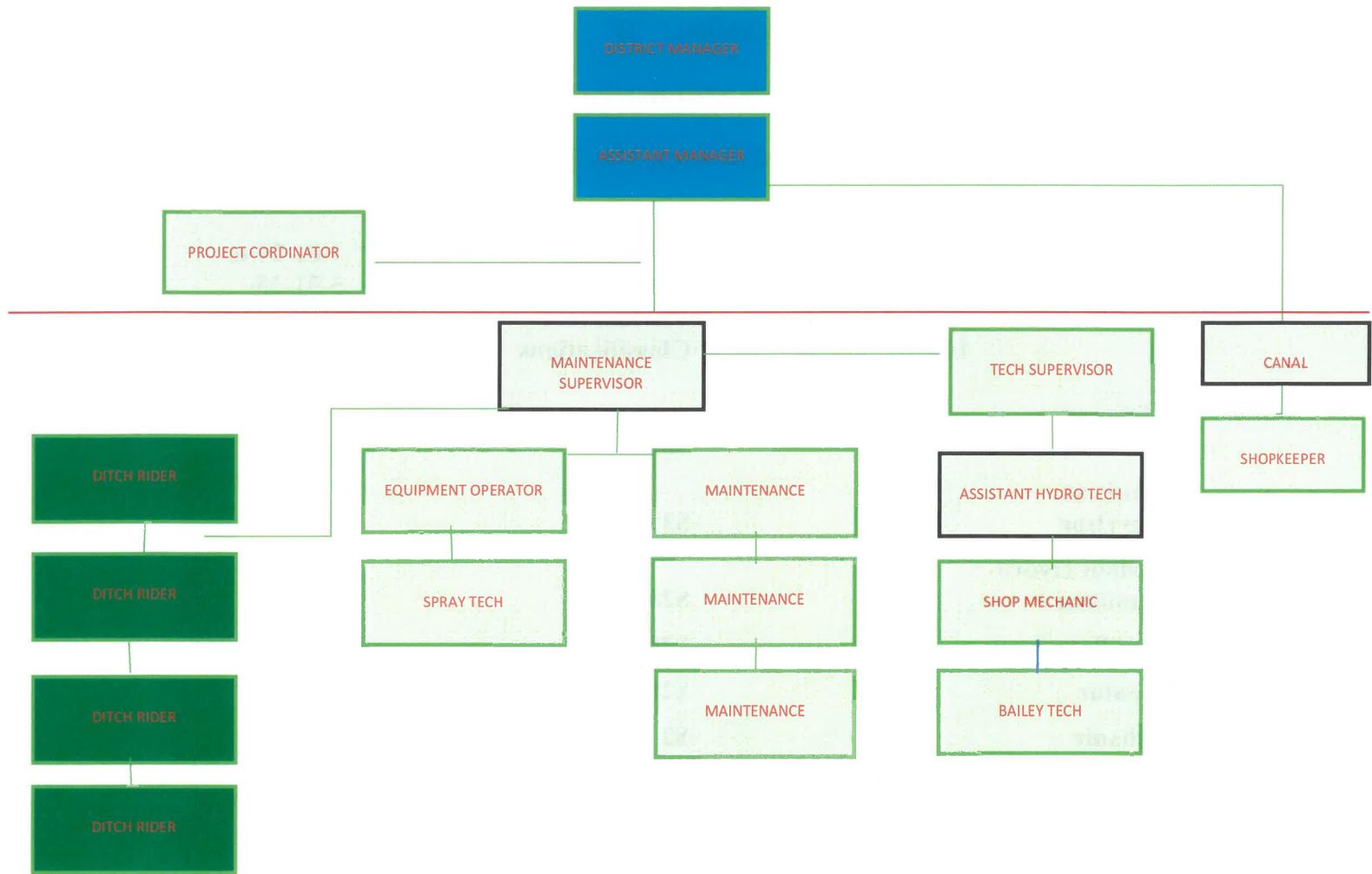


EXHIBIT "B"

WAGES AND HOUSING

June 1, 2022 through May 31, 2025

Classifications	6-01-22 to 5-31-23 4% Increase Classifications	6-01-23 to 5-31-24 4% Increase Classifications	6-01-24 to 5-31-25 3% Increase Classifications
Maintenance Supervisor	\$28.84	\$29.99	\$30.89
Technician Supervisor	\$28.84	\$29.99	\$30.89
Assistant Hydro Technician	\$27.54	\$28.64	\$29.50
Canal Patrolman	\$27.20	\$28.28	\$29.13
Operator	\$27.20	\$28.28	\$29.13
Mechanic	\$27.20	\$28.28	\$29.13
Ditch Rider >10yrs	\$27.20	\$28.28	\$29.13
6-10yrs	\$26.77	\$27.84	\$28.68
After training	\$26.34	\$27.40	\$28.22
Spray Technician	\$26.77	\$27.84	\$28.68
Bailey Shop Technician	\$26.34	\$27.40	\$28.22
Shopkeeper	\$26.34	\$27.40	\$28.22
Maintenance >5yrs	\$26.34	\$27.40	\$28.22
<5yrs	\$25.13	\$26.13	\$26.92
New Employee	\$25.13	\$26.13	\$26.92

Temporary Employees will be paid the current minimum as designated by Federal or State Law.

Exhibit "B" Wages and Housing and Exhibit "C" Job Descriptions shall be modified as shown in the attachments to this agreement.

EXHIBIT "C"

Job Descriptions

Maintenance Supervisor:

The primary responsibility is to supervise the maintenance crew and prioritize, assign and monitor the general maintenance of the District facilities including the pipeline system, turnouts, associated facilities and the main canal. This position will be under the Direction of the Operations and Maintenance Manager.

Duties Include:

1. Coordination of main canal repair and maintenance with the O&M Manager and the main Canal Patrolman
2. Maintenance of pipelines turnouts and facilities.
 - Planning and Review of maintenance projects with O&M Manager
 - Request construction/repair locates through the office
 - Schedule work
 - Insure proper parts available for projects
 - Coordinate equipment use and repair to accomplish maintenance/repair tasks
3. Leaks/Excavation.
 - Isolate flow with least amount of impact
 - Traffic Control / Public Safety
 - Prioritize repair status: emergency or not
 - Competent person at excavation or confined space projects
 - Coordinate Asphalt repairs
4. Other.
 - Respond to emergency calls as needed outside of normal working hours
 - Assist in the budget process.
 - Perform other projects as directed by the Manager and O&M Manager
 - Other duties as assigned

Technical Supervisor:

The primary responsibility is the operation and maintenance of District facilities including the Hydropower Stations, Pump Stations, Dam and Reservoir, Telemetry System, Pressure Reducing Stations and Cathodic Protection. This position will be under the Direction of the Operation and Maintenance Manager.

Duties Include:

1. Lead Operator of the Dam and Reservoir, Hydroelectric Stations and Pump Stations.
2. Maintenance Lead for Electrical facilities.

3. Hydropower and Pump Stations.
 - Review Projects with O&M Supervisor.
 - Coordinate regular annual maintenance.
 - Coordinate daily maintenance practices.
4. Troubleshoot Problems.
 - Pumps, Motors and Switchgear.
 - Hydropower Stations
 - Telemetry System
 - Pressure Reducing Valves, vaults, heaters and sump pumps.
5. Cathodic Protection
 - Coordinate periodic testing
 - Oversee maintenance and repairs
6. Other.
 - Work outside of normal working hours in accordance to the duties listed above.
 - Perform other projects as directed by the Manager and O&M Manager
 - Assist with the budget process
 - Other duties as assigned

Assistant Hydro/Pumping Plant Operator/Damtender:

The primary responsibility is the operation and maintenance of District facilities including the Hydropower Stations, Pump Stations, Dam and Reservoir. Will be knowledgeable in all aspects of the hydro and pumping plants operation and maintenance and will be able to perform all the duties of the Hydro/Pumping Plant Operator/Damtender and be willing to perform any other duties as assigned.

Canal Patrolman:

The primary responsibility is to perform a daily patrol of the appropriate section of the main canal during the water season, except Sundays. Make changes as directed in the flow rate of the main canal. Must hold a current pesticide license. Will coordinate canal washing and canal repairs with the Operations and Maintenance Manager and the Maintenance Supervisor and be willing to perform any other duties as assigned.

Operator:

The primary responsibility is to drive and operate a variety of heavy equipment along with a variety of hand-held and small miscellaneous equipment. Must have a CDL with reasonable experience in hauling heavy equipment of all types. Must also have experience in operation and maintenance of a wide range of equipment and be willing to perform any other duties as assigned, including OSHA Competent Person on excavations.

Shop Mechanic:

The primary responsibility is to service and repair all vehicles and equipment of the District, work with suppliers who can readily supply all needed parts and services, maintain a limited inventory of regularly used parts and supplies; make necessary field repairs of District equipment and facilities, including welding, and be willing to perform any other duties assigned. A CDL is preferable for this position but not required.

Ditchriders:

The primary responsibility is to work generally in an assigned area of the District. Will be responsible for maintaining the alternate flow schedule for the assigned area. Will perform regular and scheduled maintenance on turnouts and other pipeline appurtenances as directed. Will be responsible for the proper draining and charging of the pipelines in the assigned area and coordinate these activities with the maintenance leadman. Will be responsible for answering locate requests in the assigned area, be watchful for District easement encroachments and monitor outside contractors working around District facilities and be willing to perform any other duties as assigned.

Spray Technician:

The primary responsibility of the Spray Technician is to hold and maintain a valid Public Operator Herbicide Applicator license. Will be responsible to perform duties in any or all maintenance programs such as: Main Canal maintenance, cathodic protection system monitoring, pesticide application and timer turnout maintenance and operation.

Bailey Valve Technician:

The primary responsibility is to service all diaphragm operated valves and the pilotry for said valves in the shop. Will be responsible for maintaining an adequate inventory of refurbished valves and pilots as well as an adequate inventory of replacement parts of the valves and pilots. Will monitor other construction taking place in the District's easements and around its facilities and be willing to perform any other duties assigned.

Storekeeper:

The primary responsibility is to work with suppliers who can readily supply all the needed parts and supplies to maintain the District's pipeline and appurtenances. Will be responsible for maintaining an adequate inventory and transporting needed parts and materials to job sites as needed. Will monitor other construction taking place in the District's easements and around its facilities and be willing to perform any other duties assigned.

Facilities Maintenance Crew:

The primary responsibility is to perform duties in any or all maintenance programs such as; main canal maintenance, mechanic and welding as needed, cathodic protection system monitoring, pesticide application (must hold a current pesticide applicator license), back-up equipment operator, timer turnout maintenance and operation and be willing to perform any other duties as assigned.

Entry Level Employee:

The primary responsibility: learn all maintenance programs and will be at entry level position for a maximum of 5 years. Will work in all laborer classes as needed and perform maintenance duties as directed by the Maintenance Supervisor, Technical Supervisor or other supervisory Staff and be willing to perform any other duties as assigned.

EXHIBIT "D"

ARTICLE I – DRUG AND ALCOHOL POLICY AND TESTING PROCEDURE

1.1 PURPOSE:

The District has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Policy establishes prohibitions regarding alcohol and controlled substances and the right of the District to screen or test employees to determine the presence of alcohol and/or controlled substances. This Drug and Alcohol Policy and Testing Procedure applies to all employees.

This policy and procedure are supplemented by the District's Federal Highway Administration Mandated Drug and Alcohol Testing Program. To extend this policy and procedure differs from the District's Federal Highway Administration Mandated Drug and Alcohol Testing Program, the provisions of the District's Federal Highway Administration Mandated Drug and Alcohol Testing Program shall control.

1.2 Prohibition Regarding Alcohol and/or Controlled Substances.

(a) The use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by current, properly issued prescription) during work hours (including meal and rest periods), on District property in District vehicles, or in personal vehicles while conducting District business is prohibited. Violation of this section of the Policy is just and sufficient cause for immediate discharge.

(b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering substances" is prohibited. Violation of this section of the Policy will result in disciplinary action which may include discharge.

(c) An employee utilizing prescribed and/or "over the counter" medication(s) that could adversely affect job safety or performance, must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work, of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over the counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side effects of the over the counter or prescription medication, the employee

may utilize earned, but unused, sick leave benefits in accordance with the sick leave policy.

Violation of this section of the Policy will result in disciplinary action, which may include discharge.

1.3 Current Employee Substance Abuse Testing

The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occur.

(a) *Reasonable Suspicion Testing.*

Management or supervisory personnel has reasonable suspicion that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances based upon specific, contemporaneous, and articulated observations concerning the appearance, behavior, speech, smell of alcohol or bodily odors of an employee.

Where the District receives reliable information based upon personal knowledge of an individual, such as other employees of the District, the medical community, or law enforcement personnel of involvement by the employee with alcohol and/or controlled substances.

(b) *Post Accident Testing*

Where an employee is involved in any accident due to the action, inaction or inattention of the employee resulting in injury to persons or property.

(c) *Random Testing:*

An employee may be required to take a random drug test where the employer is so required to test under federal or state law, rule or regulation. Effective January 1, 1996, the Federal Highway Administration Mandated Drug and Alcohol Testing Program, including provisions for random drug testing, applies to employees required to possess a Commercial Drivers License (CDL holders) must consult the District's Highway Administration Mandated Drug and Alcohol Testing Program of purposes of compliance with this program. To the extent this policy and procedure differs from the District's Federal Highway Administration Mandate Drug and Alcohol Testing Program, the provisions of the District's Federal Highway Administration Mandate Drug and Alcohol Testing Program shall control with respect to CDL holders.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the District.

1.4 Substance Abuse Testing Procedures:

- (a) The employer will transport the employee to a pre-determined testing facility.

(b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.

(c.) The employee will provide a urine sample to determine if the employee tests positive for any alcohol, drugs, controlled substances and/or “mood altering substances”.

(d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident, and within thirty-two (32) hours of the event. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or employee refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the employee may be required to stand by or make themselves available for a reasonable period of time in which to provide a urine sample. If within a reasonable period of time, the employee is still unable to provide a urine sample, the employee will be released and required to return within twenty-four (24) hours to provide a urine sample. If the employee fails to provide a urine sample within the twenty-four (24) hour time frame, that action will result in disciplinary measures which may include discharge.

(e) After collection of the specimens, the employee will be transported to the employee’s residence or other safe location. The employee will be suspended from work with pay and benefits until the test results become available and are evaluated. An employee testing positive shall receive pay and benefits until disciplinary action is taken by the District which results in a suspension without pay or discharge.

(f) All specimens will be forwarded to a qualified laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances at the cutoff concentrations listed herein to determine whether they are negative for these drugs or classes of drugs. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be GC/MS test

	Initial Screening (ng/mL)	Confirmatory Testing (ng/mL)
Marijuana metabolites	50	15
Cocaine metabolites	150	100
Opiate metabolites (Codeine/Morphine)	2000	2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Amphetamines		
AMP/MAMP	500	250
MDMA	500	250
Barbiturates	300	200
Level of the positive result for ethyl alcohol.....	0.03 gr/dl	

The hospital will communicate the test results to the Manager. The Manager will evaluate those results and confer with the Board of Directors to determine the District's course of action.

(g) Test results will be stored at the Manager's office in a secure file outside the regular personnel files. Access to the file will be limited to the Board of Directors and Manager. All records will be treated in a confidential fashion by the District. Disclosures, without employee consent, may occur when:

- (1) The information is compelled by law or judicial or administrative process.
- (2) The information has been placed at issue in a formal dispute between the District and the employee.

(h) All cost associated with an employer required substance abuse test under this policy will be paid by the employer. Should the employee wish to have the original urine sample retested by another NIDA certified lab, the cost of such retest will be borne by the employee. Any request by the employee for a retest of the original specimen shall be done at a NIDA certified lab.

(i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position.

(j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the District will take the following action

1. Provide the employee an opportunity to agree to a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave of absence for a period of ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The District and employee shall mutually agree upon the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider within contractual limitations of the insurance policy. The employee will be reinstated to the employee's former position when the following conditions have been met:

- (a) The employee has successfully completed the treatment program; and
- (b) The attending counsel has formally released the employee to return to work;
and
- (c.) The employee agrees to submit to continued substance abuse testing.

During the twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause at any time. Any subsequent violation of this policy will be grounds for immediate discharge; or

(2) Discharge the employee, if the employee refuses or fails to agree to a Last Chance Agreement.

1.5 Pre-Employment Substance Abuse Testing.

Employment applications will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that the pre-employment substance abuse testing is a District prerogative and may be performed in any manner as determined by the District.