

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 23-12-20F

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR DISTRICT EMPLOYEES WHO ARE MEMBERS OF THE LOCAL 32 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA EFFECTIVE JANUARY 1, 2024 AND RESCINDING RESOLUTION NO. 19-12-18D.

WHEREAS, the Highline Water District ("District") previously approved Articles of Agreement ("Articles") between the District and the United Association of Journeymen and Apprentices of The Plumbing and Pipefitting Industry ("UA32" or "Union") representing District employees who are members of the Union by the adoption of Resolution No. 19-12-18D on December 18, 2019; and

WHEREAS, the Articles are effective through December 31, 2023, and the District's and the Union's authorized representatives have negotiated new articles of agreement ("Agreement") setting forth the terms and conditions of employment for the District's employees who are members of the Union, a copy of the Agreement being attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the General Manager, Operations Manager and Finance/Administrative Manager recommend the Board of Commissioners approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Highline Water District of King County, Washington as follows:

1. The Agreement is hereby approved and shall establish the terms and conditions of employment for District employees who are members of the Union.
2. The Agreement shall be effective January 1, 2024 and shall continue through December 31, 2027.
3. All District resolutions, motions, policies and procedures, including those set forth and adopted by Resolution No. 19-12-18A, as previously applied to District non-supervisory field employees which are inconsistent with the Agreement are hereby rescinded, modified and superseded to be in accordance with the Agreement effective January 1, 2024.
4. The General Manager or designee is authorized to incorporate the noted changes into the applicable sections of the Personnel Manual, as necessary.
5. The negotiated wage adjustment of 4.5% as stated in the Agreement shall be extended to the non-represented employees for 2024.

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 23-12-20F

ADOPTED BY THE BOARD OF COMMISSIONERS of the Highline Water District of King County, Washington at an open public meeting held this **20th** day of **December 2023**.

BOARD OF COMMISSIONERS

DocuSigned by:

Daniel Johnson

Daniel Johnson, President

DocuSigned by:

Polly Daigle

Polly Daigle, Commissioner

DocuSigned by:

Kathleen Quong-Vermeire

Kathleen Quong-Vermeire, Secretary

DocuSigned by:

Todd Fultz

Todd Fultz, Commissioner

Vince Koester, Commissioner

HIGHLINE WATER DISTRICT-UA LOCAL 32

SUMMARY OF CHANGES TO THE COLLECTIVE BARGAINING AGREEMENT

- 4-year Agreement 2024-2027
- 4.5% Wage Increase¹ in 2024 (equivalent to CPI-W June 2022-June 2023)
- COLA at CPI-W with floor of 1.5% and ceiling of 4.5% in subsequent years 2025-2027
- Codified past practice of paying overtime for scheduled night work (e.g. night inspection)
- Increasing meal allowance from \$16.20 to \$24.00
- Extended the existing overtime provision for emergency repair call outs (1-1/2 rate of pay for first 4 hours, then double time until earlier of relieved from duty or next work shift) to apply to extensions of the current workday
- Flexibility in management's discretion to modify standby duty start/end times to avoid holidays
- Modifications in sick leave policy to ensure compliance with Washington State Paid Sick Leave Law (WPSL)
- Increasing sick leave payout upon separation from 180 hours to 240 hours at 100%, plus 50% up to maximum of 480 hours in exchange for reducing sick leave cap of 800 hours to 560 hours
- Modifying 2-hr quarterly time-off certificate eligibility to include employee has no safety violations and disciplinary actions
- Updating the protected unpaid family leave policy to comply with applicable laws
- The District will cover full-family medical coverage for UMP-Classic or lower cost plans for 2024 and 2025 (as has been past practice). For 2026 and 2027, employees will pay 10% premium for dependents unless waived by Board (again, past practice).
- Adding section on video surveillance and when data may be used for disciplinary actions
- Reducing out of class pay bump (5%) provision from 40 hours to 24 hours and making applicability only to lead positions when directed by management
- Codifying existing practice of reimbursing certification/training after successful passing of exam
- Clarifying provision that an employee must obtain a Commercial Driver's License (CDL) within 18 months of hire and must reimburse District for training program(s) if the employee leaves within 18 months after acquiring CDL
- Corrected miscellaneous typos and removed gender specific language

¹ Management requests a 4.5% COLA be applied to non-represented employees in 2024 as was included in the Budget



AGREEMENT BETWEEN
HIGHLINE WATER DISTRICT
AND
LOCAL 32 OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA



AGREEMENT

This AGREEMENT, made and entered into this 19th day of August, 2004, for the purpose of governing labor relations pursuant to RCW 41.56 (Public Employees Collective Bargaining Act) between HIGHLINE WATER DISTRICT, hereinafter referred to as District, Employer, and Local 32 of THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, hereinafter referred to as United Association (U.A.) or the Union, with reference to hours of labor, rates of pay and working conditions, and in consideration of mutual covenants herein contained, the parties agree as follows:

Section 1.1 The purpose of this Agreement is to promote and insure the continuance of harmonious relations between the District and its employees and to promote and ensure true collective bargaining with respect to the employees of the District and to establish standards of hours of labor, rates of pay, benefits and working conditions with respect to the employees of the said District, and to these ends the District pledges itself to give to its employees considerate, humane and courteous treatment, and the employees in turn pledge themselves to render unto the District loyal and efficient service.

Article 2 - Mutual Obligation

Section 2.1 To support the District's ability to satisfy customers, promote employment security and enhance job opportunities, the District and the Union share a common interest in developing a flexible and skilled work force.

Section 2.2 It is agreed that safe, efficient, adequate and convenient service without interruption is our mutual desire and can be given only by the maintenance of proper, convenient and efficient facilities and with careful, competent and courteous employees. It is the purpose of this Agreement to aid in the accomplishment of the several purposes herein before set forth.

Article 3 - Recognition

Section 3.1 A majority of employees have selected and designated the Union referred to hereinabove as their representative for the purposes of collective bargaining, and the District recognizes said Union as the exclusive representative of all of the employees in the unit as certified by the PUBLIC EMPLOYEES RELATIONS COMMISSION on October 28th, 2003. (Case # 17609-E-03-2850) All full-time and regular part-time employees employed by the District, excluding supervisors, confidential employees, and office and administrative employees.

Section 3.2 During the term of the Agreement the District agrees to pay the Unit employees the wages set forth in Article 24 effective January 1st of each year. In order to receive wage increases, employees must perform satisfactorily.

Article 4 - Union Security

Section 4.1 All employees occupying positions that fall within the recognized bargaining unit covered by this Agreement may become a Union member within 30 days of employment or at any other time prescribed by the Union. All employees who join the Union must maintain membership in "good standing." "Good standing," for the purpose of this Agreement, shall mean the payment or tender of Union initiation fees, membership dues, and any assessments, uniformly required, to the authorized agent of the Union.

Section 4.2 The District will notify the Union in writing when an employee who is then not currently a Union member is hired, rehired, promoted, demoted, assigned or transferred into any position falling within the bargaining unit represented by the Union. Such notification will be provided to the Union on or before the 1st business day of each month, or the 5th working day following the effective date of the subject personnel action, whichever is longer. Such notification will include the name, address, phone number, and email address of the employee.

Section 4.3 The District shall deduct union membership dues, initiation fees, assessments, and other fees from the wages of each employee union member or employee fee payer who has submitted a written, electronic and/or voice recorded authorization to the Union for such withholding. (If the District receives a request for authorization of deductions from an employee, the District shall within five working days forward the request to the Union). The Union shall provide the District written notice of all such authorizations, which notice shall include a general description of the duration of such authorization and/or the terms and conditions for the employee's revocation of such authorization. Upon receipt of such notice from the Union, the District will begin making the requested deductions. Deductions shall be transmitted monthly to the Union on behalf of such employee union members and will be made by the 15th of the month following the month in which they were deducted.

Section 4.4 The District shall terminate any employee union member when he or she has failed to maintain "good standing" or has otherwise violated membership obligations. The Union shall provide the employee union member and the District with notification in writing of the Union's intent to request discharge within five (5) working days from the date of mailing such notice if compliance is not met by the employee. This provision is inapplicable to any nonmember employee.

Section 4.5 Any employee desiring to resign union membership with the Union, cease serving as an Agency Fee Payer, or otherwise cease payment of monthly deductions, must provide a signed, written, notice to the Union in accordance with its established procedure. The District will not cease authorized monthly deductions until notified by the Union. The Union shall promptly notify the District of the employee's revocation of authorization and will indemnify, defend and hold harmless the District against any employee union member claim arising or resulting from the Union's failure to provide the District notice of a revocation of authorization and/or withdrawal from the Union. The District will refer all employee inquiries or communications regarding union deductions to the Union.

Section 4.6 If any provision of this Article is deemed legally invalid or unenforceable by judicial decree or legislation, the remaining provisions will remain in full force and effect.

Article 5 - General Provisions

Section 5.1 The Union agrees that the District has the right to require all employees (including those represented by the Union) to promptly perform duties as assigned by the District, perform loyal and efficient work and service, and use their influence and best efforts to protect the property of the District and the District's interest, and to cooperate with the District and other employees and supervisors in promoting and advancing the welfare of the District and its services. The District will cooperate with the Union in its efforts to promote harmony and efficiency.

Section 5.2 The District retains the right to discipline or discharge any employee for just cause.

Section 5.3 The District retains the sole discretion to exercise all managerial functions, including the rights: (a) to dismiss, assign, supervise and discipline employees; (b) to determine and change starting times, quitting times and shifts; (c) to transfer employees within departments or into other departments and other classifications; (d) to determine and change the size and qualifications of the work force; (e) to determine and change methods by which its operations are to be carried out; (f) to determine and change the nature, location, goods produced, services rendered, quantity and continued operation of the business; and (g) to assign duties to employees in accordance with the District's needs and requirements and to carry out all ordinary administrative and management functions. Except as specifically modified herein and including section 5

Section 5.4 All new employees in any of the classifications covered by this Agreement shall be employed on a probationary basis for a period of twelve (12) months. During this twelve- (12) month period, such employees must show aptitude for the work in which they are engaged. During said twelve (12) month period, the District in its sole discretion, shall determine whether the employee meets the qualifications for employment as a regular employee. Probationary employees shall not have recourse to the grievance-arbitration process in matters related to discipline and discharge, provided all other terms and conditions of the contract apply.

Section 5.5 A "regular bargaining unit employee" is an employee hired for a job of indefinite duration. All such employees who have completed their probationary period shall be referred to as regular bargaining unit employees.

Section 5.6 The District shall be allowed to utilize temporary employees consistent with past practice within the last five (5) years. A "temporary" employee is an employee hired for a period not to exceed one hundred (100) days and is not covered by this Agreement. If it appears the job will extend beyond one hundred (100) days duration, the District will discuss the matter with the Shop Steward or Business Representative of the Union in order that the Union, the employee, and the District will understand the conditions of their employment. The use of temporary employees shall not result in the reduction in work hours for the bargaining unit employees. This section does not apply to job classifications in the bargaining unit.

Section 5.7 A "part time" employee is an employee who normally is scheduled for less than forty- (40) hours per week. Part time employees are regular bargaining unit employees. Except as otherwise provided herein, part time employees will receive on a pro rata basis the same benefits as full time employees, based on the number of hours the part time employee worked the previous calendar quarter.

Section 5.8 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so to apply equally to either gender.

Article 6 - Hours of Work

Section 6.1 A normal workweek of forty- (40) hours, consisting of five (5) eight (8) hour days, Monday through Friday, will prevail. However, when the District sends an employee to out-of-area training requiring a minimum of three-nights lodging, the District can temporarily change the employee's forty (40) hour workweek to five (5) consecutive eight (8) hour days, including Saturday and/or Sunday, as required for travel and training time.

Section 6.2 The District will determine the shifts, as delineated below necessary to meet the District's business needs. Employees will be given a schedule of their specific work hours a

minimum of five days prior to a shift change lasting one week or longer. However, a temporary shift change lasting less than one week only requires the District to provide employees with a four-hour advance notice. Employee(s) shall not be required to change their shift without proper notice and will not be subject to discipline or discharge for refusing to work a shift that was not timely noticed.

- 6:00 A.M.- 2:30 P.M. 30 minutes lunch.
- 6:30 A.M.- 3:00 P.M. 30 minutes lunch.
- 7:00 A.M.- 3:30 P.M. 30 minutes lunch.
- 7:30 A.M.- 4:00 P.M. 30 minutes lunch
- 8:00 A.M.- 4:30 P.M. 30 minutes lunch

Nothing herein shall prevent the district and employee from mutually agreeing to a different lunch period.

Section 6.3 Upon mutual agreement between the District and the Union shifts other than those described in 6.2 above, including, four/ten (4/10) hour days may be established as a regular workweek.

Section 6.4 Scheduled Night Work - All scheduled Night Shift work from the hours of 16:30 pm to 6:00 am or outside the established Day Shift schedules, shall be paid at one and one-half (1-1/2) times the employees' rate of pay. Employees who work the Night Shift shall receive a 30-minute unpaid lunch period.

Article 7- Overtime, Call-out and Standby Pay

Section 7.1 Time worked within normal work periods shall be compensated at straight- time rates of pay. All hours worked over forty (40) in a week shall be paid at a minimum of one and one-half (1½) times an employee's regular hourly rate.

Section 7.2 If, during an emergency, an employee continuously works from midnight to the start of their regular work shift, the employee shall be given the option of taking accrued sick leave or vacation for the same number of hours worked to cover their absence during the following workday. For safety purposes, an employee shall not work more than 16 consecutive hours without taking a rest period of at least 8 hours. However, employees may be required to work in excess of sixteen (16) consecutive hours if an urgent situation arises and it would be impractical to stop work or to refrain from finishing a project.

Section 7.3 Meal allowance: If an emergency occurs which requires an employee to work beyond the normal working hours an employee will be provided with a meal at the District's expense under the following circumstances only:

A) If an employee works overtime three (3) or more hours continuous to their regular work shift.

B) For each five (5) hour period of continuous overtime beyond the initial three (3) hours of overtime.

After five (5) consecutive hours of work, on call-ins that do not coincide with their regular shift.

The provisions of this section shall not apply when an employee works a regular shift on their day off, except when the employee works three (3) hours or more beyond the regular work schedule for that day.

Meals furnished by the District shall be eaten on District time only if the employee continued to work following the meal.

When an employee is entitled to a meal allowance provided by the District, the employee shall be allowed a payment of \$24.00.

Section 7.4 Employees shall receive not less than one- and one-half (1.5) times the employee's regular straight time rate for each time called out from their homes during periods other than their normal respective shifts.

Section 7.5(a) Overtime worked in excess of four (4) consecutive hours for unplanned, emergency work outside of their normal respective shifts requiring the use of heavy equipment shall be paid at two (2) times the employee's regular straight time pay. Scheduled overtime work and work not requiring heavy equipment shall be paid at one- and one-half (1.5) times the employees regular straight time rate and not be eligible for this provision.

Section 7.5(b) Employees who work continuously after the end of their normal work shift (shift extension) shall be paid one- and one-half (1 ½) the employee's regular straight time rate for the first four (4) hours and shall be paid at two (2) times the employee's straight time rate of pay until relieved of duty or the start of their normal respective shift. This provision does not apply to scheduled overtime or standby duty (e.g. scheduled weekend or night work, or standby duty.)

Section 7.6 As part of their duties, employees are required to work overtime on an emergency basis and must share in the responsibility to provide continuous water service.

Section 7.7 The Construction and Operations-Field Crews shall be assigned by the District to the Standby Duty Roster and shall receive Three Dollars and Twenty cents (\$3.20) per hour for Standby obligation, in addition to any wages owed for work actually performed. Field Crews assigned Standby duty on a recognized holiday as referred to in Article 8, shall receive an additional \$20.00 per day for such holiday standby duty.

- A.) Field Crews who complete a week on standby will be paid the standby rate whether or not they are called to duty. A minimum of two hours of overtime will be paid to an employee who is actually called out, but then is not needed.

Employees who are called but do not actually go out shall record time actually spent on calls and be paid at the appropriate overtime rate for such calls. Each call will be rounded up to the next minute; at the end of the day, all such minutes will be added and rounded to the next quarter hour. Unintentional errors in documentation made in good faith will not be a basis for discipline. No pyramiding or accumulating hours for multiple callouts within the two-hour increment.

- B.) The Field Supervisor shall assign standby duty and maintain a standby roster of all qualified employees who may be required to serve on standby duty.

- C.) The standby roster will be prepared for a three-month period and be prepared thirty days in advance.

- D.) The standby shift starts at the end of the employee's regular work shift until the beginning of the next regular work shift during the normal workweek, and 24 hours on weekends

and holidays. The shift will begin on Thursday at the end of the work shift and end the next Thursday at the beginning of the work shift. Management may modify the start and end date to avoid changes in standby shifts on scheduled holidays. In consideration for standby duty compensation, employees are responsible for picking up and dropping off the standby vehicle or equipment on their own unpaid time.

- E.) All standby employees will verify with the answering service their home personal phone numbers, and District cellular phone number as soon as they are on standby.
- F.) The standby employee must determine whether the call they receive is handled as an emergency or non-emergency, based on historical experience, District procedures and personal experience.
- G.) A minimum of four (4) hours overtime pay will be paid to crew employees when utilizing Heavy equipment: Heavy equipment is defined as operating the backhoe and dump truck.

Section 7.8 An employee(s) may elect to take comp time and one-half (CT) in lieu of overtime, for all time worked in excess of (40) hours, in an individual workweek. No overtime will be paid for time worked in excess of (8) hours per workday. Employees can bank up to Seventy (70) hours of comp time. Sick leave, vacation leave, and bereavement leave count as time worked for purposes of calculating overtime. The amount in an employee’s comp time bank (not to exceed 70 hours) will be paid to an employee who leaves the District involuntarily or voluntarily, including retirement. After reaching 70 hours banked comp time the employee will be paid the applicable overtime rate.

Section 7.9 The District employees shall be paid every two weeks on Friday for the two-week period ending the previous Friday. If the regular payday occurs on a holiday, employees will be paid on the last working day before the regular payday.

Section 7.10 All current standby eligible employees hired before December 31, 2019 are vested to reside within 30 miles of the District headquarters. All newly eligible standby employees or employees hired after January 1, 2020 shall reside within 25 miles of the District headquarters.

Article 8- Holidays

Section 8.1 The following holidays shall be observed with pay:

District Holidays		
1.	New Year’s Day	January 1
2.	Martin Luther King Day	3rd Monday in January
3.	President’s Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	June 19
6.	Independence Day	July 4
7.	Labor Day	1st Monday in September
8.	Veteran’s Day	November 11
9.	Thanksgiving Day	4th Thursday in November
10.	Day after Thanksgiving	4th Friday in November
11.	Day before Christmas	December 24
12.	Christmas Day	December 25

13.	Birthday Holiday	Floating
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Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Temporary employees and employees on leaves of absence or on lay-off are not eligible to receive holiday pay.

Section 8.2 Holidays falling on Sunday will be observed on the following Monday, and when a holiday falls on Saturday it shall be observed on the preceding Friday.

Section 8.3 Temporary employees will be entitled to the same holidays, without pay as a regular employee.

Section 8.4 Part time employees will be entitled to holiday pay on a pro rata basis based on the number of hours the employee would normally be scheduled to work, and only for their regularly scheduled number of hours.

Section 8.5 Unit employees employed on January 1st, including employees with less than 6 months of employment, are eligible to take a floating holiday at any time during the calendar year, if approved in advance. Employees hired after January 1st, will not be eligible for this floating holiday until January 1st, of the next calendar year. This floating holiday must be taken by December 31st, of the year it is earned or it will be forfeited.

Section 8.6 Employees, who work on a scheduled holiday, shall be paid at twice the regular hourly rate of pay in addition to their regular straight time holiday pay for that day.

Article 9 – Vacation, Time Off and Sick Leave

Section 9.1 Vacation benefits are accrued, based on the employee’s length of service, and on the length of time worked during the preceding calendar year. Vacation days are to be used to continue pay when away from work, the number of days as indicated in Section 9.2 subject to the conditions of this Article.

Section 9.2 Vacation benefits are hours credited per pay period to employees, based on years of continuous service computed from individual anniversary dates.

Section 9.3 Employees may not take paid vacation until they have earned the vacation.

Section 9.4 Full-time employees will accrue paid vacation according to the following Schedule.

YEARS OF CONTINUOUS SERVICE	HOURS/DAYS VACATION EARNED	
Hire date to 2	80 hours	10 days
After 2	96 hours	12 days
After 3	104 hours	13 days
After 4	112 hours	14 days
After 5	120 hours	15 days
After 10	144 hours	18 days
After 14	152 hours	19 days
After 15	160 hours	20 days
After 17	168 hours	21 days
After 20	176 hours	22 days

After 22	184 hours	23 days
After 25	192 hours	24 days

Allocated Vacation days will be based on a standard eight (8) hour days. For new hires, management may substitute years of continuous service with relevant industry experience.

Section 9.5 New employees accrue paid vacation during their first calendar year but may not take any vacation until they have completed at least six months of employment. Employees with less than six (6) months of employment to-date of voluntary separation and who leave the employ of the District for any reasons, forfeit any vacation earned.

Section 9.6 Part-time employees who work at least 20 hours per week (1,040 per year) are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the vacation accrual year. Part-time employees working less than 20 hours per week and temporary employees do not receive paid vacation.

Section 9.7 For calculating vacation accrual, an employee's date of hire shall be rounded off to the nearest month; e.g., employees hired from the 1st – 15th of the month shall commence accruing time from the 1st of the month; employees hired after the 15th of the month shall commence accruing vacation time the 1st of the month following the date of hire.

Section 9.8 Vacation pay for full-time and part-time employees will consist of the employee's regular rate of pay for the vacation period and generally will be paid on the regularly scheduled payday.

- A. Employees must give their supervisors a minimum two-weeks' notice for vacations exceeding one week and one week notice for vacations of one week or less.
- B. Upon mutual agreement between the employee and supervisor, the employee may be allowed to provide shorter notice for taking vacation time due to unforeseen circumstances. As unforeseen circumstances arise the District will not unreasonably deny a request, consistent with the Districts operational needs.
- C. The District shall have the right to deny and require a rescheduling of vacation requests based upon the business needs of the District; provided, however, that such discretion shall not be exercised unreasonably.

Section 9.9 No more than two (2) successive year's allocation of vacation hours shall be allowed to accumulate (unused). If upon January 1st of each year, more than two (2) year's allocation remains unused the excess will normally expire. If an employee, after commencing a vacation, is called back by the District before the full term of their vacation has expired, due to requirements of service, the employee shall have an election of either (1) receiving the balance of their planned absence during the remainder of the anniversary year, or (2) carrying such unused vacation days into the next calendar year.

Section 9.10 Employees leaving the District upon termination or retirement shall be paid out in a lump sum at 100% of their then current straight-time base rate for earned unused vacation up to a maximum of (320) hours. The District shall not be required to pay a terminated or retired employee their accrued vacation leave until after all of the employee's existing financial obligations to the District have been satisfied.

Section 9.11 An employee may use sick leave to care for sick spouse, children, parents of employee or spouse, grandparent, grandchild, or sister/brother of employee. Sick leave shall accrue at the rate of eight (8) hours per month to a maximum accrual of 560 hours sick leave. Employees who accumulate more than 560 hours shall accrue sick leave in accordance with the minimum requirements of the Washington State Paid Sick Leave Law.

Section 9.12 Employees shall be allowed to voluntarily transfer accrued sick hours to another employee if the receiving employee is on a valid medical leave related to their sudden or catastrophic illness or injury and has exhausted all other leave. Only accumulated hours in excess of 320 shall be transferable.

Section 9.13 Unused sick leave: the time between December 1st of the previous year to November 30th of the current year will be used as the calculation period for sick leave usage.

Eligible employees may elect to cash in up to 48 hours of unused sick leave each December. To be eligible to cash in some previously accrued sick leave hours, the employee must maintain a minimum balance of 160 hours after cashing in accrued sick leave.

Section 9.14 Upon lay-off, voluntary termination with proper notice, or retirement, employees shall be paid as a lump sum at 100% of their then straight-time hourly rate of their unused sick time up to 240 hours and 50% of excess sick leave up to a maximum of 480 hours. Employees may elect to contribute a portion of their sick leave cash out to their HRA VEBA, subject to the rules and regulations of the Plan.

Section 9.15 In the event of the death of an employee, any accumulated vacation and/or sick leave will be paid to the employee's survivors or his/her estate at 100% of the accumulated amount regardless of the years of employment with the District.

Section 9.16 An Employee who desires to resign shall be paid at their then current straight-time base rate for earned unused vacation and sick leave benefits but are required to notify the General Manager at least two (2) weeks before the last day of work, unless mutually agreed upon by the manager and employee.

Section 9.17 The quarterly 2-hour time-off certificates will be earned by employees who meet the following:

- No safety violations or disciplinary actions; and
- No "at fault" vehicle accident(s) while operating a District vehicle; and
- No moving citation(s) while operating a District vehicle.

Article 10 - Bereavement Leave

Section 10.1 Employees shall receive up to three (3) work days at their straight time rate of pay for absence due to a death in the "Immediate Family" defined as Spouse, Son, Daughter, Mother, Father, Step Mother, Step Father, Step Daughter, Step Son, Brother, Sister, Step Brother, Step Sister, Father in Law, Mother in Law, Son in Law, Daughter in Law, Sister in Law, Brother in Law, Grandparents or Grandchildren, adopted children and parents, and foster children.

Any absence due to the death of those not specified above, or for absences longer than the specified period, will be without pay. When circumstances warrant, and with approval of the General Manager, three (3) days may be deducted from the employee's accumulated sick leave for attendance at funerals, of Immediate family or close relative, other than those included in the

definition of immediate family. However, if any employee has accrued vacation time, such vacation may be used with prior approval of the employee's supervisor.

Article 11- Leave of Absence General

Section 11.1 A voluntary leave of absence without pay is a privilege that the District grants to full-time employees for an authorized family, medical, or other personal reasons. To be eligible for a protected leave of absence, the employee must:

- Have worked for the District for at least 12 months; and
- Have at least 1,250 hours of service during the 12-month period immediately preceding the requested leave start date.

Section 11.2 FAMILY/MEDICAL LEAVE: The District is not subject to the Family & Medical Leave Act (FMLA); however, the District will provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and/or medical reasons within a twelve (12) month period. At the employee's option, they may use accrued sick leave or vacation during their leave of absence. Unpaid family and medical leave shall be granted for any of the following reasons:

- To care for the employee's child after birth, adoption, or foster care.
- To care for the employee's spouse, son, daughter, stepchild of either parent or parent of employee or spouse, who has a serious health problem.
- For an employee's Serious Health Condition

NOTE: A Serious Health Condition is one that makes the employee unable to perform the functions of their job. An employee is unable to perform the functions of their job where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position, including when an employee must be absent from work to receive medical treatment for a serious health condition.

When approved, protected leave may be continuous or used intermittently but will begin upon the earlier of the first day of leave or after the third day of consecutive absence from scheduled work. In the event of intermittent use, the weeks of protected leave will be converted to working days and debited toward available protected leave.

The employee must provide thirty (30) days advance notice when the leave is foreseeable. Certification of medical condition will be required to support a leave request because of a qualifying family member's serious health problem or the employee's Serious Health Condition. Employees may be required to provide a fitness-for-duty report to return to active employment. A request for leave may be delayed or denied if the requested documentation is not provided within the time period requested.

Employees returning to work from an approved family and/or medical leave will return to the same position or to another position with equivalent employment benefits, pay, and other terms and conditions of employment.

For the duration of the leave, but not to exceed twelve (12) weeks, the District shall maintain the employee's health and life insurance coverage under the District's plan, provided the employee fulfills any required obligations to retain benefits as determined by the Health Care Authority.

Benefit accruals, such as vacation, sick leave, or holiday benefits are suspended during protected leave and will resume upon active employment.

The use of family leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. If an employee fails to report to work promptly at the expiration of the approval leave period, the District will interpret the employees' failure to return to work as a voluntary resignation. In addition, if the employee does not return after approved leave, the District is entitled to recover any employer-paid premiums for health insurance unless the employee does not return due to a serious health condition of the employee or the employee's spouse, child, parent, or other reason beyond the employee's control.

Section 11.3 PREGNANCY DISABILITY LEAVE and ACCOMMODATION: Pregnancy disability leave without pay shall be for the period that the employee is actually disabled by pregnancy, childbirth, or related medical condition and certified in writing by the employee's physician, unless doing so would create an undue hardship. Employees on leave are expected to keep the District updated regarding the expected return date.

Section 11.4 JURY DUTY: An employee who is required to serve for Jury Duty or to answer a subpoena as an uninterested party to a lawsuit will be paid his/her regular compensation, less any fees or other form of compensation received for such service during his/her absence for such duty, not to exceed fifteen (15) working days. If the employee is excused from such civic obligation at or before 12:00 noon, the employee must return to work as soon as practicable.

Section 11.5 MILITARY SERVICE: A military leave of absence may be granted to employees who enlist, are inducted, or are recalled to active duty in the Armed Forces of the United States for a period of not more than four (4) years (plus any involuntary extension for not more than one (1) year). Such leave will protect the employee's previously accumulated seniority with the District and will resume on his/her return to work. Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to his or her position or a comparable position, provided the employee is qualified and the District's circumstances have not changed to the extent that it would be unreasonable to provide re-employment.

Section 11.6 Leaves of absences other than those described in this agreement, where return to the same position and seniority standing is guaranteed, shall be agreed to in writing and signed by an authorized representative of the District and the Union before said leave begins.

Section 11.7 Upon return from a leave under this Article, an employee is entitled to be returned to the same position that the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment provided the employee is qualified and the District's circumstances have not changed to the extent that it would be unduly burdensome to provide re-employment, when away from the job, but will not accrue further seniority while being on continued leave after thirty (30) days. The employee's seniority will resume upon his/her return to work.

Section 11.8 Bargaining unit employees shall be required to pay the employee's portion of premiums for the Washington State Paid Family and Medical Leave Act as determined by the State of Washington. The employee agrees to have said premium deducted from their District paychecks.

Article 12 - Benefits

Section 12.1 **MEDICAL AND DENTAL INSURANCE:** The District will pay the monthly medical and dental insurance premium for bargaining unit employees and their eligible dependents as follows:

2024 & 2025 Medical & Dental Insurance:

- The District will pay 100% of employee only, employee & spouse, or employee and child medical & dental insurance premium from any plan offered by WA State HCA, and for an employee with full family who elects the UMP-Classic or lower cost plan. An employee with full family who elects a more expensive plan, such as Kaiser Permanente will pay 10% of their dependent(s) insurance premium and authorizes the District to deduct it from their paychecks. An employee who chooses a CDHP plan will have 100% of their insurance premium paid by the District and an “employer” contribution paid into their H.S.A. The District will contribute into a HRA-VEBA account an amount equal to UMP-Classic, minus the mandatory portion for an employee who can opt out of the District’s medical insurance because they are covered on another medical insurance plan.

2026 & 2027 Medical & Dental Insurance:

- The District will continue to provide employees with medical & dental insurance coverage from WA State HCA or equal to better insurance coverage from another provider. The District will pay 100% of the highest priced medical & dental insurance plan offered for employee only and will pay 90% of insurance premium for dependent(s). Employees with spouse and/or child(ren) will pay 10% of insurance premiums for their dependents.
- The District and U.A. Local 32 agree the costs of District medical and dental insurance plan options offered to members of the bargaining unit shall not exceed the federal “Cadillac Tax” limits. Employee co-pays may need to be increased to avoid the “Cadillac Tax” if medical insurance premiums significantly escalate.
- District commissioners and non-bargaining unit employees will be subject to the same health insurance plans with the same provisions as bargaining-unit employees.

Section 12.2 **LIFE INSURANCE:** The District will continue to pay the monthly premium for life insurance coverage for qualified employees. Additional coverage is available at the Employee’s expense. (Information is available in the District Office regarding the details of the coverage provided). The District reserves the right to change from its current plans provided there are no costs to the employees and they are equal to or greater in benefits.

Article 13 - Clothing, Foul Weather and Safety Gear, Tools and Equipment

Section 13.1 Field employees are required to wear the HWD uniform when performing work duties in the field, as outlined in the Districts uniform policy procedure (P3.08.020). Field employees shall receive a five-hundred dollar (\$500.00) annual uniform allowance.

- Employees may purchase work boots and bring a receipt to the District for reimbursement during the month of January. Employees may order shirts with District logo and/or work boots from a clothing vendor who will visit the office each January and invoice the District. The District will cut a check to employees by the end of February for the remainder of their \$500.00 uniform allowance – minus what was paid for work boots, shirts with logo, and payroll taxes.

- Regular field employees will have a uniform allowance equal to the purchase of two uniform shirts and two pairs of pants upon initial hire. After the six-month initial employment, this regular employee may purchase additional uniforms not to exceed the annual allowance of \$ 500.00 including the initial purchase.

Section 13.2 The District shall furnish rubber boots and such other foul weather gear as may be reasonably necessary or appropriate.

Section 13.3 The District shall furnish such safety gear as may be required under the Washington State Safety Code and as may be reasonably necessary or appropriate.

Section 13.4 The District shall furnish such vehicles, tools and equipment as necessary in the performance of work required of the employee. No tools or equipment shall be furnished by an employee for District business.

Section 13.5 Employees must make a diligent effort to care for and maintain District-provided equipment and safety gear, including PPE and clothing. The District retains the right to discipline employees who mistreat the District-provided equipment, safety gear, PPE and clothing in a careless or negligent manner.

Section 13.6 The District may institute video surveillance, electronic locks, GPS tracking, and other similar apparatus at, in, and around District facilities, vehicles, and equipment. The information may only be used in disciplinary proceedings if circumstances where reasonable suspicion exists which may be corroborated by the information contained within the electronic data.

Article 14 - Health and Safety Provisions

Section 14.1 The District and employees shall at all times keep its facilities and machinery in safe operating condition and agrees to use every reasonable effort to safeguard the health and safety of its employees.

Section 14.2 The employees shall at all times work in a safe manner and shall use in a proper manner the safety equipment furnished by the District. It is the responsibility of employees to immediately report to the District any unsafe conditions or equipment.

Section 14.3 The District will provide special training programs for safety and health matters when considered necessary or as required by government regulation.

Article 15 - Seniority

Section 15.1 "Bargaining Unit Seniority" shall accumulate from the time an employee enters employment into a bargaining unit position with the district, subject to the provisions in Section 15.3.

Section 15.2 "Classification Seniority" shall be based upon the date the employee enters a classification as listed in Article 24, "Unit Positions".

Section 15.3 Seniority under Section 15.1 and 15.2 shall terminate for the following reasons: upon discharge for just cause; voluntary termination; retirement; resignation from a bargaining unit position for a non-bargaining unit position with the employer held for more than (90) consecutive calendar days; failure to timely respond to a valid call from layoff; a bona fide layoff in excess of 12 months; and failure to comply with the material terms of a leave of absence. When seniority is validly terminated, the employee, if later re-employed, or transferred into a bargaining unit position, shall then be considered a new employee with all seniority starting anew.

Article 16 - Layoff, Bumping and Rehiring

Section 16.1 The District shall provide affected employees a layoff notice at least (60) sixty consecutive calendar days prior to its effective date.

Section 16.2 Layoffs shall be within classification(s) as set forth in Section 15.2, by classification seniority. An employee(s) being laid off within a classification shall be selected for layoff in the following order:

1. Temporary employee(s)
2. New employee(s) hired within six months.
3. Regular part-time employee(s)
4. Regular full-time employee(s).

Regular full-time employees shall be laid off based on their bargaining unit classification seniority. The employee with the least amount of classification seniority in the unit shall be the first laid off within the classification being reduced.

The laid off employee may bump another employee in another Bargaining Unit classification if all of the following conditions are met:

1. The bumping employee has more Bargaining Unit seniority than the employee being bumped; and
2. The bumping employee meets the minimum qualifications of the position he/she will be bumping.

Note:

- Construction Observers and Leads can only bump down, but not laterally.
- The Treatment Plant Operators, Senior Utility Workers, and Senior Meter Technicians can bump both laterally and down, but not up.
- The Utility Workers and Meter Technicians can only bump laterally, but not up.

An employee bumping into another classification will be paid at the pay step closest to the employee's current rate of pay, however, never resulting in higher pay.

Any employee going through the bumping procedure shall have the option of taking the layoff instead of bumping a less senior Bargaining Unit employee. An employee eligible to bump another employee yet electing to take the layoff instead shall receive a \$2,000 lump sum payment for costs associated with outplacement services or any other use the employee deems necessary, plus the severance payment explained in Section 16.5 below.

Eligible employee(s) must inform the District in writing within five (5) working days of receipt of their layoff notice if they wish to exercise their bumping rights, including the classification and

position into which they desire to bump. An employee bumping into a new position is subject to a one hundred and eighty (180) consecutive calendar days trial period. During the one-hundred and eighty (180) day trial period, an employee who does not satisfactorily perform the job as reasonably determined by the district may be laid off without having recourse to the Grievance Arbitration process.

Section 16.3 When recalling previously laid off Bargaining Unit employee(s) takes place, employees with the longest length of service within the classification affected shall be recalled first. An employee on layoff must keep both the District and the Union informed of the address and telephone number where he/she can be contacted. The laid off employee will be contacted by certified mail. When the District is unable to contact the employee who is on layoff for recall, after six (6) working days, the District's obligation to recall the employee shall cease. The Water District has no obligation to recall an employee after he/she has been on continuous valid layoff for a period of more than twelve calendar months. If an employee does not timely return to work when recalled, the District will have no further obligation to recall him/her as provided above.

Section 16.4 No Unit employee's rights under the Agreement, including under Sections 15.1, 15.2, 15.3, 16.1 or 16.2, shall be adversely affected by his/her layoff, termination, discharge, quit, retirement, resignation, leave of absence, being "bumped," reassignment, failure to be recalled, etc., if it is the product of illegal conduct by the District or the result of conduct by the District in violation of this Agreement.

Section 16.5 Any full-time regular bargaining unit employee laid off because of lack of work or a reduction in workforce shall receive a severance payment based on the employee's length of continuous service according to the following: such an employee(s) will receive one week's regular straight time pay for each year of continuous service. Severance pay is calculated from the employee(s) most recent date of hire. Payment will be made in a lump sum (less any legally-required deductions). Provided, however the District's payment of any severance amount as described herein will be contingent upon the District first receiving a full and complete release of all claims, drafted by the District that has been signed and dated by the employee. Thereafter, the employee will be paid the severance amount on the next full pay period after the release becomes effective.

Article 17- Job Vacancies and Postings

Section 17.1 Regular bargaining unit employees shall be considered for non-unit vacancies and will be given preference in the event the current unit employee and the non-District applicant are substantially equal in qualifications as reasonably determined by the District.

Section 17.2 Notices of all job vacancies, newly created positions or promotions shall be posted on the bulletin board for five (5) working days, not counting the day it is initially posted. Bargaining Unit employees interested in the job and who meet the minimum job qualifications shall make formal application to the district within the (5) five-day period noted above. The District shall fill job vacancies in the following manner:

Section 17.2 (a) Unit Vacancies

1. If bargaining unit employee(s) meet minimum job requirements set forth in the job description and can perform essential functions of the job, bargaining unit seniority shall govern if the employees:

- Are relatively equal in skills, abilities and knowledge of assigned duties of the vacant position as reasonably determined by the District; and
- Have relatively equal performance appraisals and disciplinary records as reasonably determined by the District.

The District may enact a period of cross-training/evaluation of potential unit candidates in the vacant position to assist in the evaluation of skills, abilities, and knowledge.

2. If no bargaining unit employee(s) can perform the essential functions of the job or meets the job requirements set forth in the job description, the District at its sole discretion may either:
 - Advertise the job vacancy to candidates outside the bargaining unit and fill the position with the most qualified outside applicant as solely determined by the District; or
 - Place the most qualified bargaining unit applicant as reasonably determined by the District. The District may extend the newly placed unit employee's trial period to six months to enable time for obtaining minimum job requirements.

Section 17.3 The District shall notify the Union of any intent to create new unit position(s) and shall send the union the job title, description, pay scale and minimum qualifications of the newly created position that may fall within the bargaining unit. The Union and the District may meet to discuss details prior to posting and filling position(s) as detailed in the paragraphs within Article 17.

Section 17.4 In making appointments to the Lead position, which involves personal contact by the employee with the public or requiring special technical skills in which the employees must lead and direct other employees, the District will select through the posting process described above in Sections 17.1 and 17.2, but the District may make its selection of a Lead position on the basis of skills, abilities and personal qualifications.

Section 17.5 When any employee is appointed to a Lead position on the basis of ability and personal qualifications in preference to an employee with greater classification seniority, the District shall notify the Union of its decision at least five (5) workdays prior to completion of the transfer or promotion. The decision shall stand unless it is arbitrary, capricious or in bad faith.

Section 17.6 A regular bargaining unit employee selected to a new position shall have a trial period of ninety (90) consecutive calendar days within which to demonstrate his/ her ability. With the exception of a bumping employee, an employee failing to demonstrate their ability to successfully perform the new position or electing to return to their former position during the trial period shall have the right to return to their former position without loss of seniority.

Section 17.7 (a) An employee returning to the bargaining unit from another District position who has five (5) years previous bargaining unit seniority within the District shall have their seniority reinstated, if reemployed to a bargaining unit position.

Section 17.7 (b) In the event a former bargaining unit employee returns to the bargaining unit from another District position, that employee will not be allowed to use their unit seniority accumulated prior to their departure from the unit against any other unit employee for a period of two (2) years from their return to the unit, in competing for District positions or to avoid layoffs.

Section 17.8 Except for situations when they are being trained, bargaining unit employees who have been directed by management to work solely in a higher classification (Lead) for three (3) consecutive days, (24) consecutive hours or more, shall be paid at the bottom of the pay range for that position or an additional five percent (5) of their base wage whichever is greater.

Article 18 - Training

Section 18.1 It is the policy of the District to encourage and assist employees in professional development or educational endeavors when it is expected that such education bears a relationship to the employee’s current job classification, or if it reasonably be related to future promotion or reclassification for which the employee is or may become otherwise qualified, and for which the employee may reasonably expect to compete. As a condition before providing financial educational assistance for college courses, the District expects the benefiting employee to sign an agreement to pay back the District if there is voluntary employment termination within a year of receipt of financial aid.

Section 18.2 The District will endeavor to provide all training necessary for the operation of its business and to encourage and assist employees in the preparation for certification as prescribed by the State of Washington Department of Health. In some cases, employees may be required to enroll in and complete the programs satisfactorily.

1. Most field positions are required to attain a minimum of WDS I, WDM I or WTO II certification from the Department of Health through the WETRC (Washington Environmental Training Center) program at Green River Community College, while other positions have higher certification requirements.
2. Highline Water District will pay for or directly reimburse the employee for the cost of the exam fee and future re-certifications. The employee will only be reimbursed for the successful passing of required exams. Repeated training courses, retaking of exams, or exam preparation shall be on the employee’s own time and expense.
3. For those employees who successfully pursue certification beyond the minimum, the District currently grants the following incentive awards:

- Level II - \$100 (WDM only)
- Level III - \$200
- Level IV - \$300
- Treatment Plant Operator III - \$200
- Treatment Plant Operator IV - \$300

Section 18.3 Commercial Driver’s License - Regular bargaining unit employees are required to obtain their Commercial Driver’s License (CDL) within eighteen (18) months of hire. Failure to obtain a CDL may result in loss of employment and shall not be subject to the grievance procedure.

An employee who separates employment within eighteen (18) months after acquiring a CDL shall be required to reimburse the District for its direct expense of the CDL training program(s). . The

District may waive the reimbursement requirement based on mitigating circumstances causing the employee's separation from employment.

Article 19 - Grievance Procedure

Section 19.1 All grievances arising between the Union and the District shall be settled in accordance with the following procedures and the terms of this Article. Either party may use the grievance-arbitration process under the timelines set forth below. Although the process below is written as if the Union is always the grievant, the same process applies if the District is the grievant.

Section 19.2 A grievance is an alleged violation of a specific Article or Section of this Agreement. Any grievance presented or filed pursuant to this Article must appear on a copy of the form attached hereto as Appendix B.

Section 19.3 The grievance procedure set forth in this Article is for the purpose of enforcing this Agreement. It is the desire of both parties that grievances shall be settled and remedied at the lowest possible Step of the grievance procedure. All time limits set forth herein must be strictly observed unless agreed to otherwise in writing by both parties. A grievance not advanced by the Union to the next level within the time limits provided herein shall be deemed permanently withdrawn. If the District misses a response deadline as set forth herein, then the grievance will automatically progress to the next step.

Section 19.4 (Step 1): The Union shall present the grievance in written form to the immediate supervisor within fourteen (14) calendar days of the date the grievant knew or should have known of the event giving rise to the grievance or it shall be deemed untimely and cannot be processed further through the grievance-arbitration process. If the issue(s) are not resolved within five (5) workdays after the grievance is so presented, the grievance may be advanced to Step 2 below.

Section 19.5 (Step 2): The written grievance must be presented to the General Manager or Designee within ten (10) workdays of the immediate supervisor's response or non-response in Step 1 above. The Union shall take the matter up with the General Manager or Designee and shall make an effort to resolve the matter by mutual agreement. The General Manager or Designee shall give a written answer to the grievance within (10) workdays of the District's receipt of the written grievance at Step 2. If no settlement of the grievance is reached at Step 2 and the Union desires to pursue the matter further, it may refer the grievance to arbitration as provided for below. If such grievance is not referred to arbitration within ten (10) workdays of receipt of the written answer provided for in this Step 2, or of the non-response, the grievance shall be considered permanently withdrawn with prejudice.

Section 19.6 (Step 3): Upon receipt by either the Union or the General Manager or Designee of a written request for arbitration of a dispute, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) arbitrators from which list the arbitrator shall be selected by alternately striking one name from the list until only one (1) name shall remain.

Section 19.7 The decision of the arbitrator shall be rendered within (30) calendar days after the final briefs, if any, are due and such decision shall be final and binding upon all parties hereto. An arbitrator shall have no power to add to or subtract from or to disregard, modify, or otherwise alter any term of this or any other then current agreement(s) between the Union and the District nor to negotiate new agreements. The arbitrator's powers are limited to interpretations of and decisions

concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the applicable provisions of then current existing laws, including court, NLRB and PERC decisions, and executive or administrative orders and/ or regulations. The decision of the arbitrator shall be based solely upon the record presented at the hearing and facts, if any, that are appropriately judicially noticed. In all matters submitted to or arising out of arbitration, each party to the arbitration shall bear the entire cost and expense of its own attorneys, witnesses and representatives.

Article 20 - Legality

Section 20.1 In the event that any provisions of the Agreement shall conflict with any valid Federal or state law, order, directive or regulation now or hereafter enacted or issued of any body or authority having jurisdiction, such provision shall not remain operative or binding upon the parties, but the remaining portions of this Agreement shall remain in full force and effect to the extent feasible.

Article 21 - No Strike and Lockout Provisions

Section 21.1 The Union and each employee covered by this Agreement agree not to cause, encourage, initiate, or participate in any strike, sympathy strike, work stoppages, slowdowns, picketing, sit-down, or other curtailment of work or interference with the operations of the District's business or engage in any other forms of economic actions against the District. The Union will use its best efforts to curtail any activity specifically prohibited by this Article. The District shall not engage in a lockout of employees during the term of this Agreement.

Section 21.2 Each Unit employee is responsible at all times for immediately providing and updating the District and the Union with a current address. Service by the District or the Union of the required notices on an employee at said address by certified mail shall satisfy the respective notice requirements of the Union or the District.

Article 22 - Coverage of Agreement

Section 22.1 It is agreed that this written Agreement reflects the entire Agreement between the parties and all prior Agreements and understandings are expressly terminated. Any amendments or clarifications of this Agreement mutually agreed upon shall be reduced to writing, signed by the parties, attached hereto and made part hereof.

Section 22.2 The parties support the formation of a Labor-Management Committee (LMC) to pursue the goals of improved productivity, customer satisfaction, quality of service and process, employee morale, and the general betterment of labor relations; and the LMC will pursue the further goals of making both labor and management more creative and knowledgeable. The LMC shall consist of up to three non-unit members selected by the District, and up to three members (which may include unit members, at the Union's option) selected by the Union.

The LMC meeting will be held only when mutually agreed by the parties, and the employee members of the LMC will be paid for their time while participating at agreed-upon LMC meetings when such meetings occur during employees' working hours.

Any change to this Agreement resulting from any LMC meeting or otherwise, must be in writing and signed and dated by the General Manager of the District and by the Business Manager of Local 32 in order to be effective. It is understood that a bona fide, good faith exchange of views or

inquiries made within such LMC meetings will not normally be the basis for an unfair labor practice charge.

Article 23 - Term

Section 23.1 There is hereby established a Committee of Negotiators to be chosen by Management and not more than three (3) representatives chosen by the Union for the purpose of negotiating wages, hours, and conditions.

Section 23.2 This Agreement will become effective as of January 1, 2024 and will remain in full force and effect through December 31, 2027 and shall continue in effect from year to year thereafter unless either party gives the other party at least sixty (60) days written notice of such desire prior to any expiration date.

Section 23.3 Notice of a desire to change the Agreement as above provided may specify the changes desired and the parties shall immediately commence negotiations for a new Agreement.

Article 24 - Wages

Section 24.1 Effective 1/1/2024 all bargaining unit positions will receive a 4.5% wage increase

Unit Positions	2024 Pay Steps (4.5% increase)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Construction Observer	\$6,947	\$7,294	\$7,641	\$7,988	\$8,335	\$8,683	\$9,030
Treatment / SCADA Lead	\$6,947	\$7,294	\$7,641	\$7,988	\$8,335	\$8,683	\$9,030
Lead Meter Technician	\$6,947	\$7,294	\$7,641	\$7,988	\$8,335	\$8,683	\$9,030
Utility Worker Lead	\$6,947	\$7,294	\$7,641	\$7,988	\$8,335	\$8,683	\$9,030
Treatment /SCADA Operator	\$6,400	\$6,719	\$7,038	\$7,359	\$7,678	\$7,997	\$8,316
Senior Utility Worker	\$6,400	\$6,719	\$7,038	\$7,359	\$7,678	\$7,997	\$8,316
Senior Meter Technician	\$6,400	\$6,719	\$7,038	\$7,359	\$7,678	\$7,997	\$8,316
Utility Worker	\$5,355	\$5,625	5,893	\$6,161	\$6,430	\$6,695	\$6,963
Meter Technician	\$5,355	\$5,625	5,893	\$6,161	\$6,430	\$6,695	\$6,963

Section 24.2 Effective 1/1/2025 all bargaining unit positions will receive a COLA equal to 100% of the larger of the CPI-W (June 2023 to June 2024 or 1st half 2024) – Seattle, Tacoma, Bellevue area with a minimum of 1.5% and a maximum of 4.5%.

Section 24.2 Effective 1/1/2026 all bargaining unit positions will receive a COLA equal to 100% of the larger of the CPI-W (June 2024 to June 2025 or 1st half 2025) – Seattle, Tacoma, Bellevue area with a minimum of 1.5% and a maximum of 4.5%.

Section 24.2 Effective 1/1/2027 all bargaining unit positions will receive a COLA equal to 100% of the larger of the CPI-W (June 2025 to June 2026 or 1st half 2026) – Seattle, Tacoma, Bellevue area with a minimum of 1.5% and a maximum of 4.5%.

IN WITNESS WHEREOF, the parties hereto affix their signatures this _____ day of _____, 2023.

**UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING
INDUSTRY, LOCAL 32**

HIGHLINE WATER DISTRICT

By _____
Jeffery J. Owen
Business Manager

By _____
Jeremy S. DelMar, PE
General Manager

Agenda Item No.: 5.6
Agenda Date: 12/20/23
Reviewed By: JSD

Subject: Authorize 2024-2027 Local 32 Union Contract

CATEGORY	
<i>Executive</i>	<input checked="" type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Amount:</i>		\$ _____				

ATTACHMENTS:

1. Resolution 23-12-20F
2. Exhibit A –Labor Agreement

COMMENTS:

Under direction of the Board of Commissioners, District Management negotiated with the Local 32 Union representative and employee representatives.

Management recommends approval of the Labor Agreement attached to the resolution as Exhibit A.