

LABOR AGREEMENT

BY AND BETWEEN

LOTT CLEAN WATER ALLIANCE

AND

LOCAL 618-LOTT
OF THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES OF THE
AMERICAN FEDERATION OF STATE AND COUNTY AND
MUNICIPAL EMPLOYEES
AFL CIO

January 1, 2023 – December 31, 2026



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PREAMBLE

The LOTT Clean Water Alliance, hereinafter known as the “Employer,” does hereby enter into an agreement with Local 618-LOTT of the Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter known as the “Union,” for the purpose of providing harmonious working relations between the Employer and the employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment, for full-time and part-time employees employed by LOTT Clean Water Alliance as listed in the following work groups/classifications: Control Systems ; Environmental Compliance (excluding environmental program manager); Operations (excluding control systems specialists); Maintenance (excluding seasonal maintenance assistants and maintenance helper); Security; and construction managers, construction inspectors, and administrative specialists; excluding supervisors, confidential employees, casual employees, and all other employees.

When any new position is created, that position will be included or excluded from the bargaining unit consistent with the position’s duties, responsibilities, confidentiality, and general organizational structure. The Union will be notified of newly created positions within work groups where bargaining unit members are employed.

No employee shall be carried as a “temporary” for a period of longer than six (6) months in any calendar year. Time in a temporary position shall not be credited toward the probationary period.

Any employee who works more than twenty (20) hours in a week shall be considered as a regular employee and shall earn and accrue pro-rata benefits after six (6) months employment except as noted herein.

ARTICLE 2 - UNION SECURITY

Section 2.1 The employer shall remain neutral when communicating with employees about Union membership and advise the employee to direct questions about union membership to a Union staff representative or Chapter Chair.

Section 2.2 Cards and Dues Deductions. The Union will notify the Employer of its fees and dues. In accord with RCW 41.56.110, the Employer will deduct such fees and Union dues from the wages of the employees who have authorized such deductions in writing or via the Union’s electronic authorization process and will forward the fees and dues to the Union each pay period. The Employer will continue to deduct and remit Union dues and

fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with applicable law.

The Employer shall provide an electronic copy of an Authorization for Payroll Deduction and Representation received directly from the employee via e-mail to C2everett@council2.com within 10 days of the employer's receipt of the document. The Employer shall maintain their copies of authorization cards in a secure location that is reasonably available to the Union upon request.

Section 2.3 Bargaining Unit List. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone (if available), work e-mail, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer agrees to notify the Chapter Chair of the hire date of new employees in the bargaining unit and of temporary employees, and to provide a list quarterly of the number of hours worked by temporary employees.

Section 2.4 Indemnification. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

ARTICLE 3 - UNION-MANAGEMENT RELATIONS

Section 3.1 All collective bargaining with respect to wages, hours and conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union. Should there be any conflict between Employer rules, regulations or policy and this Agreement, the Agreement shall prevail.

Section 3.2 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such posting shall not include derogatory or inflammatory or defamatory information.

Section 3.3 The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to post Union notices, distribute Union literature, transmit communications (including electronic communications), authorized by the local Union or its officers to the Employer or to Employer's representative; and consult with the Employer, Employer's representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement; provided, however, that such activities will not interfere with the work of said employees and only with permission of the Supervisor or Employer's representative, usually twenty-four (24) hours in advance.

- Section 3.4 Authorized representatives of the Union, whether local union representatives or Council representatives, shall have full and free access to the public premises of the Employer at any time during working hours to conduct Union business; provided, however, that such conduct of Union business shall cause no disruption of the work required to be performed by employees.
- Section 3.5 The Employer and the Union agree to maintain a Labor/Management Committee to discuss, debate, and act on issues to constructively enhance the working environments of the LOTT Clean Water Alliance. The committee shall be composed of an equal number of representatives from each side. Representatives of the committee are a conduit for all LOTT employees to provide ideas and concerns to be addressed. The purpose of this committee shall be to resolve differences at the lowest possible level and to provide a forum to introduce and resolve potential points of conflict prior to formal proceedings, via an exchange of ideas.
- Meetings will be scheduled quarterly (at a minimum) or as agreed upon by the parties. A record of each meeting will be posted and distributed to all labor/management committee members. Each side shall select a co-chair who will develop and publish the agenda and lead the meetings. The committee will operate on the principles of collaboration, and shall publish joint minutes of each meeting. The committee may discuss bargaining topics, but does not perform actual bargaining; shall not have the authority to alter this agreement; nor shall it substitute for the grievance procedure.
- Section 3.6 The Union shall provide the Employer with a current list of all stewards and officers whenever changes occur.
- Section 3.7 New Employee Orientation. In accord with RCW 41.56.037, the Employer agrees to notify the Union staff representative and Local Union Chapter Chair in writing of any new positions and new employees. A Union official shall, at no loss of pay to the new employee, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. The Union shall attempt to hold this one-on-one orientation within the first week of hire, but no more than ninety (90) days after the hire date.

ARTICLE 4 – NONDISCRIMINATION

- Section 4.1 Mindful of their legal and moral obligations, the parties agree that, in their service to the public, they will provide equal treatment for all. The Employer and the Union agree that they will not unlawfully discriminate against any employee. Sexual harassment and any other type of workplace harassment as defined in the Administrative Guidelines shall be considered discrimination under this Article. The Union agrees to support workforce diversity.
- Section 4.2 Disciplinary action will be taken against employees who engage in any discriminatory activity under this Article. The Employer agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue.

Retaliation against a grievant or individuals cooperating with an investigation or grievance is prohibited.

Section 4.3 The Employer agrees not to interfere with rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer's representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

ARTICLE 5 - MANAGEMENT RIGHTS

Management retains all rights granted by statute or otherwise to manage the work force, to control, direct, and schedule its operations, and to make any and all decisions affecting such operation, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine the schedule; determine when overtime shall be worked; install or move equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue the use or methodology of such by employees of LOTT.

The only conditions to the retention of rights set forth above shall be those rights specifically abridged or modified by this Agreement.

ARTICLE 6 - SUBCONTRACTING

Section 6.1 Except as provided in Sections 6.2-6.4, should the Employer consider contracting or subcontracting out bargaining unit work, the Employer shall give the Union a fifteen (15) calendar day written notice of such consideration, including the reasons for contracting out the work. Prior to the Employer making a final decision, the Union will have fifteen (15) calendar days from the receipt of the notice to meet with the Employer and provide input and state their case for or against contracting out bargaining work. In cases of contracting out that require Board approval under LOTT procurement policy, notices shall increase to thirty (30) calendar days. Should the Employer consider contracting or subcontracting out bargaining unit work on a permanent basis that would result in the layoff of bargaining unit employees, Employer shall give at least ninety (90) days written notice to the Union. The decision to contract out rests solely with the employer. The Employer and the Union will negotiate the impacts of such contracting out on the employees as required by law.

The timelines above shall not apply to short-term subcontracting in response to emergencies, unforeseen circumstances, or situations where specialized skill or equipment is required.

Section 6.2 For the term of this agreement the employer may subcontract in the above situations and in the following: (1) to perform Locate work and Construction work as described in a Memorandum of Understanding regarding Locate and Construction Inspection work attached to this Agreement as Appendix B; (2) to assign construction management work for smaller projects to maintenance or other bargaining unit employees to balance workloads or for training purposes; and/or (3) subcontract construction management work for workload reasons, provided that such subcontracting will not result in the layoff or reduction to less than full time of any current construction management position.

Section 6.3 Security: The parties recognize that there are situations in which it is necessary to supplement the employer's security employees with contract security guards for safety or operations reasons. Therefore, and for the term of this Agreement, the employer may retain contract security guards to supplement the employer's security employees as needed for safety or operational reasons, provided that if additional staffing is needed to cover for a scheduled absence of a security guard, the employer will offer current security guards the opportunity for additional shifts prior to hiring a contract officer. For purposes of this Section 6.3, a "scheduled absence" means that the employer has at least two (2) weeks' notice of the absence. This provision does not preclude the employer from offering additional shifts to current security guards for absences with less than two weeks' notice, provided such extra work will not be short notice overtime.

Section 6.4 Administrative Specialists: The parties also recognize that the employer has historically used contract labor and employees from other classifications to provide reception and front desk coverage. The parties further recognize that various clerical functions within the Administrative Specialist job classification have historically been performed by other personnel from time to time. Therefore, the parties agree for the term of this agreement that (a) the employer may continue its historical practice of using contractors and/or other personnel to provide intermittent reception and front desk coverage in both emergency and non-emergency situations, as well as extra support for times of increased activity and (b) tasks of administrative or clerical nature (such as copying, data entry and management, meeting or other scheduling), are not exclusive to the represented Administrative Specialist classification and thus it shall not be a violation of this Agreement for management or other classifications to perform such tasks.

January 1, 2020 Maegen McAuliffe promoted to Administrative Services Supervisor outside of the bargaining unit and will continue to perform her Administrative Specialist III work, as part of her Supervisory, non-unit position. At such time the Administrative Specialist III – Board Support work is no longer tied to the Administrative Services Supervisor position, that work will return to the bargaining unit. The Memorandum of Understanding promoting Maegen McAuliffe to Administrative Services Supervisor is incorporated by reference in Appendix C.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 Crucial to the cooperative spirit in which this Agreement is made between the Employer and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. A grievance is defined as a dispute arising during the term of this Agreement involving the interpretation, application, or alleged violation of an employee's rights and privileges as set forth herein. It is agreed that the grievance procedure is the exclusive remedy for the redress of any grievance by any employee covered by this Agreement.

A determined effort shall be made by all parties to resolve differences at the lowest possible level. The Employer agrees to allow reasonable time during working hours to employees and a steward for investigation and processing of a grievance.

Section 7.2 Step One:
An employee or group of employees who thinks they are aggrieved shall consult with a Union Shop Steward, and they shall, within ten (10) working days of the occurrence, or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance, meet and discuss the facts with the employee's supervisor. The supervisor shall provide a proposed solution, which may be in writing, to the grievance within ten (10) working days of the discussion.

Step Two:
If the aggrieved employee is not satisfied with the supervisor's proposed solution, they may put the facts of the grievance in writing and submit the grievance to the Executive Director or designee within fifteen (15) working days of the supervisor's response or failure to respond. The written notice shall contain the factual allegations surrounding the occurrence, the specific articles of the contract alleged to be violated, and the proposed remedy sought by the grievant. The Executive Director or designee will meet with the parties and will reply to the employee and the Union in writing within fifteen (15) working days after the Step Two meeting.

Step Three:
If the Union is not satisfied with the response at Step 2, the Union may, by written notification to the Executive Director within fifteen (15) working days of receipt of the answer at Step 2, request arbitration by requesting the American Arbitration Association, or another mutually acceptable arbitration service, to provide a list of nine (9) arbitrators. The arbitration shall be conducted under PERC rules. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.

Each party shall be responsible for compensating its own witnesses. The arbitrator's findings shall be final and binding on the parties. Cost of the arbitrator shall be shared equally by the parties.

- Section 7.3 The time limits expressed throughout this procedure may be waived or extended by written mutual agreement of the parties. The steps in the grievance procedure may be eliminated by mutual consent. Prior to arbitration, the parties will attempt to agree to mediation as a means to resolve the grievance.
- Failure on the part of management to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step.
- Should the employee or the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.
- No employee or witness for an employee shall be discriminated against in any way or disciplined because of his or her use of the grievance procedure.

ARTICLE 8 - HOURS OF WORK

- Section 8.1 Hours of Work: Work schedules are established by the Employer to accommodate business and operational needs of a respective functional work area. The regular work cycle shall consist of seven (7) days and the work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, excluding the meal period, followed by two (2) days off. The regular work cycle will run from 12:00 a.m. Monday to 11:59:59 p.m. the following Sunday.
- Use of alternate work schedules (e.g. 4-10s, 9-80s, or alternate starting and ending days, etc.) may be permitted at the discretion of the Employer and may be denied, revised, or discontinued with a minimum of two (2) weeks' notice to the affected employees and the Union based on the operational needs of the Employer. Prior to changing a work schedule, the employer will meet with the affected employees and explain operational or other needs for change.
- Section 8.2 Work Schedules: Regular work schedules shall be posted in all work locations. Employee-requested temporary changes to established work schedules may be made by mutual consent between the employee and the supervisor to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments. If the changes are not by mutual consent, temporary changes of up to two (2) months may be made with a minimum of two (2) weeks prior written notice to the Union and the affected employee(s), except in the case of an emergency declared by the Executive Director. In the case of an emergency, notice shall be given as soon as reasonably possible.
- The Employer reserves the sole right to determine operational needs. When the Employer believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The Employer and the Union will bargain in good faith any changes in hours of work necessary to meet the defined operational

needs. Schedule changes proposed by the Union that do not adversely affect the operations of the Employer will be discussed and may be implemented with mutual agreement.

Short Notice: When an employee receives less than two (2) weeks' notice of a schedule change (except in the case of an emergency), they shall be paid an additional one half (0.5) times their hourly rate per hour during their first normal shift of the schedule change. When agreed to in advance by the employee and supervisor, the additional (0.5) per hour may be accrued as compensatory time.

Less than 10 Hours: Employees shall be allowed at least ten (10) hours off between scheduled shifts. If they are required to return to work sooner, excluding call-out, they shall be paid an additional one-half (0.5) times their hourly rate per hour during their next regularly scheduled shift. When agreed in advance by the employee and supervisor, the additional (0.5) per hour may be accrued as compensatory time.

Off Shift Assignment: Whenever operational needs require an employee's schedule to begin between 8:00 p.m. and 4:00 a.m. for less than a one week period, they shall be paid an additional one-half (0.5) times their hourly rate per hour for all hours worked during the affected shift. There will be no pyramiding or adding together. See Section 8.9.

Off Duty Pay: Employees who work overtime more than four (4) hours between 10:00 p.m. and 5:00 a.m. will receive ten (10) consecutive hours off duty for rest and recuperation immediately following the completion of overtime worked and prior to their next regularly scheduled shift. Management reserves the right to request employees to report to work when emergent circumstances arise, subject to other policies in this Agreement. When this rest and recuperation time overlaps with the employee's next regularly scheduled shift, the employee will be compensated their normal straight time rate without charging their accrued leave banks until the completion of rest and recuperation time. Following the rest and recuperation time employees will report to work for the remainder of their regularly scheduled shift, or may use their accrued paid leave with supervisor approval. In addition, an employee that works sixteen (16) hours within a twenty-four (24) hour period will receive ten (10) consecutive hours off duty for rest and recuperation before reporting back to work except in the case of an emergency. When the employee that has worked sixteen (16) hours within a twenty-four (24) hour period is also on call, the on call duty will be reassigned to another eligible employee until the end of the on call shift. *This would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign on call duty.*

Section 8.3

Operations Shift Bid: The shift bidding process will occur at the Operations Supervisor's discretion, no less than once every two (2) years. Even coverage on any given shift must be achieved within the bidding process.

- a) All shift changes will be coordinated with affected personnel.
- b) Shift bidding does not preclude the need for the Operations Supervisor to make shift assignments to meet the needs of the facility.
- c) Bidding on each shift is by seniority within classification.
- d) Any vacation requests received that are after the bid window will be considered conditional until the bid window is closed.
- e) When there is an opening/vacancy within Operations, it will automatically create a bid window.

Section 8.4 Rest and Meal Breaks: Each employee shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half-shift, and a half-hour unpaid meal break as near as possible to the middle of the shift. Employees may be required to remain on the job site during paid breaks. As provided in the then current version of Administrative Guideline 10.5.8 and if required by business or operational needs and with supervisor approval, an employee may reschedule a paid break to a time immediately before or after the unpaid meal period.

Section 8.5 Overtime: Overtime shall be paid for full-time schedules for any time compensated in excess of the normally scheduled full-time work day and shall be compensated at the rate of time and one-half (1 ½). Overtime shall be assigned equitably among qualified employees desiring to work it. Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 120 hours compensatory time. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 – Sick Leave, Section 10.2C.

Section 8.6 On-Call Duty: On-call duty is mandatory as scheduled by the employer. An employee scheduled or required to be on call must remain fit for duty in accordance with applicable LOTT policies and are required to remain within a geographic range allowing a maximum of one (1) hour arrival time to the assigned work location. Cell phones will be provided to those employees. Employees must respond within fifteen (15) minutes of any call.

On-Call Pay: An employee scheduled or required to be on call will receive \$3.50 per hour in on call pay. An employee scheduled or required to be on call on a holiday will receive \$7.00 per hour in on call pay. An employee on call on both the actual holiday and observed holiday shall only receive the \$7.00 holiday on call rate for only one of these days.

Section 8.7 On-Call Schedule: Operators working on the current day shift may be scheduled on call from 9:30 p.m. to 6:00 a.m. Operators working the current swing shift may be scheduled on call from 10:00 p.m. to 6:00 a.m. Other employees scheduled or required to be on call will be given an on call schedule when scheduled or required to be on call.

Apprentice Operators will not be assigned on-call duty. The Operations Supervisors will determine when a new Operator is ready for on-call duty.

Operators may trade or offer up their on-call duty to other interested Operators with permission from the Operations Supervisors. The assigned Operator must cover the shift if nobody else will take it.

Section 8.8 Call Out: A call out is defined as any call received by an employee who is off duty at the conclusion of a work shift, requiring the employee to engage in work. Employees who are called out shall be paid at the overtime rate for a minimum of two and one-half (2.5) hours. There will be no additional compensation for calls taken by an employee who is already in active call-out status unless the time spent in call-out exceeds two and one-half (2.5) hours.

Employees who are called out on January 1, July 4, Thanksgiving Day, or December 25 shall be paid at the applicable overtime rate for a minimum of four (4) hours.

A call out does not include pre-scheduled meetings, training, or committee work. A minimum of one (1) hour shall be paid when the employee's attendance is mandatory for such meetings, training, or committee work.

When the call can be resolved over the telephone, the employee will receive overtime pay at fifteen (15) minute increments, or thirty (30) minute increments between midnight and 5:00 a.m., for time actually worked.

Section 8.9 Pyramiding: Whenever two (2) or more overtime or on-call rates are applicable to the same hour or hours, there shall be no pyramiding or adding together of such overtime or on-call rates and only the higher of the applicable rates shall apply. Additionally, whenever one (1) or more one-half (0.5) pay rate applies to the same hour or hours where an off shift assignment also occurs, there will be no pyramiding or adding together of the additional one-half (0.5) pay rate for the off shift assignment.

Section 8.10 Shift Differential: A shift differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for any night shift work (swing shift or graveyard shift). When a day shift employee is required to report to work or stay after their normally scheduled shift (on overtime) for more than two (2) hours, that employee shall also be paid the shift differential for the entire shift worked.

Section 8.11 Relief Operator Pay: An additional five dollars (\$5.00) per hour will be paid to relief operators covering swing shift or weekend duty. When a relief operator is required to report to work or stay after their scheduled relief shift (on overtime), that employee shall also be paid the relief operator pay for the entire shift worked.

- Section 8.12 Meal Allowance: An employee working non-scheduled overtime at least four (4) hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for meal allowance according to the lunch per diem rate for Thurston County as published by the General Services Administration as determined by the LOTT Finance Division. Employees will not be eligible for meal allowance when working scheduled overtime on their regularly scheduled days off.

ARTICLE 9 - HOLIDAYS

- Section 9.1 The following days shall be observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

Any holiday which falls on a Saturday shall be observed on the preceding Friday. Any holiday which falls on a Sunday shall be observed on the following Monday.

In addition to the above listed holidays, each employee who has been employed for at least six (6) months may select two (2) non-cumulative floating holidays each calendar year, according to the provisions of the Administrative Guidelines for Personnel, to be scheduled with the permission of the Operations and Facilities Director or designee. These floating holidays also may be used at the employee's discretion for illness within the immediate family as defined in Article 10 - Sick Leave, Section 10.2C.

- Section 9.2 Leave taken on these days is with pay and is not charged against annual leave. All regular full-time employees shall receive their regular compensation for each holiday. Regular part-time employees shall be compensated in proportion to the number of hours they are regularly scheduled to work.
- Section 9.3 When a paid holiday falls on a scheduled day off, an alternate day off shall be scheduled within thirty (30) calendar days. Up to three (3) days of holiday time may be accrued provided it is used within one hundred eighty (180) calendar days from the date earned.
- Section 9.4 Regular employees who are scheduled and work on a paid holiday shall be compensated a holiday premium pay at the overtime rate for all hours worked plus a full day's holiday pay at the regular rate of pay. Employees who work on January 1, July 4, Thanksgiving

Day, and Christmas, observed or actual, shall be compensated a holiday premium pay at a rate of double time for all hours worked plus a full day’s holiday pay at the regular rate of pay. This holiday premium pay shall be paid for all hours worked on both the actual holiday and the observed holiday, provided, that an employee who works both the actual and the observed holiday shall only receive the holiday premium pay plus a full day’s holiday pay at the regular rate of pay for one (1) of these days to afford the employee the total of eleven (11) paid holidays per year.

- Section 9.5 An employee who is on vacation leave or sick leave when a holiday occurs will receive holiday pay for the holiday and it will not be charged against vacation or sick leave.
- Section 9.6 An employee who is called out to work on an observed holiday shall receive double time pay for those hours worked.
- Section 9.7 For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated in pay or in compensatory time off shall be regarded as hours worked.

ARTICLE 10 - VACATION

- Section 10.1 A. All regular employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Hrs/Pay Period	Annual	Years of Service	Hrs/Pay Period	Annual
1	4	96	15, 16, 17	8	192
2, 3	5	120	18, 19, 20	8.5	204
4, 5	5.5	132	21, 22, 23	9	216
6, 7	6	144	24, 25, 26	9.5	228
8, 9	6.5	156	27 – 34	10	240
10, 11	7	168	35+	10.5	252
12, 13, 14	7.5	180			

Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above. Maximum accrual is four hundred and eighty (480) hours.

- B. Years of Service: Generally, years of service means continuous service from last date of hire with LOTT. For staff whose employment was transitioned from the City of Olympia to LOTT, years of service means continuous service at LOTT facilities from the last date of hire with the City of Olympia.
- C. Interim Changes to Accrual Schedule: If, during the lifetime of this agreement, the Employer implements a more generous vacation accrual schedule for non-represented employees than that specified in the table above, the Employer agrees to provide the same level of vacation benefit to represented employees.

D. Vacation Used for Recruitment: Accrual rates may be established by management to recruit the most qualified employees for unfilled positions. Newly hired employees may receive partial service credit for years of service with other public employers in accordance with the following guidelines:

1. Prior relevant experience with member jurisdictions (Lacey, Olympia, Tumwater, and Thurston County) may qualify as years of service (on up to a one-for-one basis), up to an equivalent of ten (10) years of LOTT service, rounded to the nearest whole year of service completed.
2. Prior relevant employment with other public employers within Washington State may qualify as years of service (on an up to two-for-one basis), up to an equivalent total of ten (10) years of service, rounded to the nearest whole year.
3. Once a vacation accrual rate is established for a new employee, rate increases will occur according to the schedule above as if the new employee had been employed by LOTT for the years credited.
4. Additional exceptions may be made by mutual agreement between the Union and the Employer.

- Section 10.2 Regular part-time employees shall be entitled to vacation accrual in proportion to the number of hours worked, provided they work at least twenty (20) hours per week.
- Section 10.3 All employees who separate from service for any reason shall be paid for unused, accrued vacation leave up to a maximum of four hundred and eighty (480) hours.
- Section 10.4 Employees shall request their vacations in consultation with the supervisor or designee as far in advance as possible, preferably two (2) weeks ahead, unless by mutual agreement or in cases of emergency.
- Section 10.5 Employees who have accrued the maximum amount of vacation leave shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the supervisor is aware that the denial would result in the loss of vacation by the employee. If an employee is on sick leave on the date their accrual exceeds four hundred and eighty (480) hours, the employee shall be allowed to accrue in excess of that amount for the duration of that incident of sick leave use.
- Section 10.6 Vacation may be used, at the employee's choice, for illness within the immediate family as defined in Article 12 - Bereavement Leave.
- Section 10.7 Consistent with Administrative Guideline 14.5.1, eligible employees may request a cash-out of vacation leave on a form to be provided by the Employer annually.

ARTICLE 11 – SICK LEAVE

Section 11.1 Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of leave for each full month of continuous service. Any such leave accrued which is unused shall be accumulated for succeeding years for all regular full-time employees to a maximum of nine hundred and sixty (960) hours.

Regular part-time employees shall be entitled to sick leave accrual in proportion to the number of hours worked, provided they work at least twenty (20) hours per week.

Section 11.2 Sick leave with pay shall be granted for the following reasons:

- A. Non-occupational personal illness or physical incapacity resulting from causes beyond the employee's control, including any period of physical incapacity related to childbirth;
- B. Enforced quarantine of the employee by a physician;
- C. Illness within the immediate family shall be defined as in Article 11 requiring the employee's presence;
- D. Medical or dental treatment for the employee or within the immediate family of the employee, as defined above, requiring the employee's presence;
- E. A serious health condition as defined by the Family Medical Leave Act (FMLA). FMLA benefits are governed by the Administrative Guidelines and federal law.
- F. For health conditions as defined by the FMLA, if both husband and wife are employed by the Employer, each spouse will be entitled to twelve (12) weeks of leave during a rolling twelve (12) month period.
- G. Any other reason permitted by applicable law.

Section 11.3 An employee who intends to use sick leave shall provide reasonable notice to the appropriate section or dispatching service (as designated by their supervisor). Typically, for unforeseen leave, notice is to be provided one (1) hour in advance of the time employee is required to report to work, unless (1) it is not practicable to do so or (2) if the employee is unable to do so because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking. In the first situation, the employee must give as much notice as is practicable and notice may be provided by another person on the employee's behalf. In the second situation, the employee or their designee must give oral or written notice no later than the end of the first day that the employee takes such leave.

Section 11.4 If authorized sick leave is taken for purposes defined in Section 11.2C above, the employee may charge this time to vacation, compensatory time, floating holiday, or sick leave.

For all other authorized use of leave as defined in Section 11.2, the employee's sick leave accruals will be charged. If authorized sick leave is taken after the employee has expended all sick leave accrued, at the employee's option the lost time shall either be charged against presently accumulated vacation time; or compensatory time; or, with the permission of the Operations and Facilities Director, be taken without pay in accordance with Section 11.5 below.

- Section 11.5 Except for FMLA, approval of leave without pay which exceeds ten (10) working days is at the discretion of the Executive Director and shall not exceed six (6) months. A leave of absence without pay for non-medical reasons will not be granted until all accrued vacation leave is exhausted. A leave of absence without pay taken for medical reasons will only be granted after the employee's sick leave accrual is exhausted and recovery is expected in the foreseeable future.
- Section 11.6 An employee may continue to purchase medical insurance through the Employer during sick leave without pay provided such purchases are permitted by the Employer's insurance carrier. For employees on leave under FMLA qualifying circumstances, the Employer will continue its medical coverage contribution for up to twelve (12) weeks inclusive of any sick leave (or longer if leave is taken for both pregnancy related disability and for child bonding). FMLA benefits are governed by the Administrative Guidelines as well as federal and state law. If both spouses/domestic partners are employed by the Employer and are on leave as defined by the FMLA, the Employer will continue medical coverage for each party for up to twelve (12) weeks, except in circumstances where Washington law allows a longer leave period.
- Section 11.7 Employees who have accrued in excess of four hundred and eighty (480) hours of sick leave as of April 1 may annually in April exercise one of the following options:
- a. Trade three (3) days of sick leave for one (1) day of vacation; or
 - b. Trade three (3) days of sick leave for one (1) day of pay.
- Section 11.8 The Union agrees to discourage any misuse of sick leave and further agrees that any employee proved to have misused sick leave shall be subject to disciplinary action. An employee may be required to provide a doctor's verification of illness after three days of consecutive absence in accordance with Washington law.
- Section 11.9 Upon retirement, sick leave balances shall be paid to the employee as follows:
- Up to the first one hundred and twenty (120) hours shall be paid at the employee's regular rate of pay.
 - Ninety percent (90%) of the remaining hours shall be deposited into the employee's HRA/VEBA account at the employee's regular rate of pay.
 - The remaining hours, equal to ten percent (10%) of the hours above the first one hundred and twenty (120) hours, shall be deposited into the Employer's shared leave bank, in accordance with LOTT policy.

“Retirement” is defined as an employee’s termination of employment when eligible to retire under the Public Employees Retirement System. Sick leave balances shall be paid to the estate of any employee who dies while still employed to a maximum of three hundred and twenty (320) hours. Excess sick leave above three hundred and twenty (320) hours will be handled in accordance with the Shared Leave Policy. In no other situation do sick leave accruals have any cash value except as provided in this Article.

Section 11.10 The Employer will comply with the Washington Paid Family Medical Leave Act and any final regulations adopted pursuant to that Act. The parties agree to consult regarding Paid Family Medical Leave as the rules are developed.

ARTICLE 12 – BEREAVEMENT LEAVE

The employer shall grant regular full-time employees up to four (4) days of bereavement leave with pay in the event of a death in the employee’s immediate family (as specified in the table below and including step parents, children, and siblings) or any individual living in the employee’s household. In extraordinary circumstances, additional time off may be requested and charged to sick leave, vacation, or compensatory time earned.

Employee’s Immediate Family	
Parent/Step Parent/Parent-in-law	Grandparent (including SP or DP)
Spouse	Grandchild
Domestic Partner/Domestic Partner Parent	Domestic Partner’s Grandchild
Sibling/Step Sibling	Domestic Partner’s Child
Child/Step-Child/In-Law	

In the event of the death of a member of the employee’s family other than those set forth above, bereavement leave may be granted and such leave shall be charged against the employee’s sick leave. If there is no sick leave available, the employee may use vacation leave or accrued compensatory time with the permission of the supervisor, or leave without pay with the permission of the Division Director.

ARTICLE 13 – PARENTAL LEAVE

Section 13.1 Regular employees are eligible to use leave benefits upon the birth or adoption of a child. Washington law also provides for leave for the period of any disability due to pregnancy or childbirth in addition to any FMLA or “child bonding” leave. Employees may use vacation leave, accrued compensatory time, sick leave, or request a leave of absence without pay, as provided in this Article. Employees using leave for the birth or adoption of a child are eligible for benefits under FMLA. FMLA benefits are governed by the federal law and the Administrative Guidelines, which provide for leave in the following circumstances relevant to this Article:

- A. The birth of a child, or to care for a newborn child. This is in addition to paid sick leave granted for any period of disability related to pregnancy.

B. The placement with the employee of a child for adoption or foster care.

- Section 13.2 If both parents are employed by the Employer and are either spouses or domestic partners, the parents are each permitted to take twelve (12) weeks in a rolling twelve (12) month period. All leave taken for this purpose must be taken within twelve (12) months of the birth or adoption.
- Section 13.3 Leave of absence without pay will not be granted until all accrued sick leave is exhausted. The total absence shall not exceed six (6) months.
- Section 13.4 Upon the expiration of the leave of absence without pay, the employee shall return to the same job or equivalent position at the Employer's option, as was held by the employee prior to the leave of absence.

ARTICLE 14 – LEAVE OF ABSENCE

A regular employee may be granted leave of absence without pay in excess of ten (10) working days by the Executive Director for a period not to exceed six (6) months, except where FMLA, military leave, or other legal requirements prevail. Other than in an emergency, the leave without pay must be approved in advance. Consideration will be given to the following:

1. The nature of the absence;
2. The performance record of the employee;
3. The impact upon the effective operation of the assigned workgroup; and
4. The availability of vacation and/or sick leave accruals.

Requests for leave of absence without pay shall be in writing to the employee's direct supervisor, shall contain reasonable justification for approval, and shall state the inclusive dates of such leave. A request for leave without pay by an employee in order to accept employment not in the Employer's service shall, except in unusual circumstances, be considered as insufficient reason for approval of such request. The approval of such request and the terms under which it is granted shall be set forth in writing by the Employer with a copy to the employee and the Union.

All accrued vacation and compensatory time shall be exhausted prior to the effective date of approved leave without pay. No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. The employee shall be allowed to continue insurance coverage through the Employer's plan by paying the premium provided permitted by the insurance carrier.

Upon expiration of such approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position. An employee who returns to employment after authorized leave of absence without pay shall be reinstated to the classification held at the time leave began and the same step and salary range. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

ARTICLE 15 – WORKERS’ COMPENSATION

Sick leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Workers’ Compensation Act, except that sick leave may be utilized to make up the difference between the Workers’ Compensation payment and the employee’s regular monthly salary. Until the Department of Labor and Industries has made a determination on the employee’s eligibility for Workers’ Compensation benefits, the Employer may advance full sick leave benefits, if accrued. If, as a result, the employee receives compensation from both the Employer and the Department of Labor and Industries in excess of the employee’s regular monthly compensation, the employee will retain the Worker’s Compensation payment to supplement the next pay period while sick leave is being reinstated.

ARTICLE 16 – JURY DUTY

An employee who is called for jury duty shall not suffer any loss of their regular compensation during such absence. The employee shall also be allowed to keep compensation for jury duty. Time not worked because of such duty shall not affect vacation or sick leave accrued. Employees will report for work when less than a normal work day is required by such duties, except when there are less than two (2) hours left in the work day and the employee prefers to use accrued paid leave, or where practical, the supervisor gives the employee written permission to work from home.

ARTICLE 17 – MILITARY LEAVE

An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to, and shall be granted military leave of absence from employment, in accordance with all state and federal laws pertaining to military leave and as outlined in the Administrative Guideline, Military Leave.

ARTICLE 18 – COMMUNITY SERVICE LEAVE

- Section 18.1 All regular employees may receive the equivalent of up to one (1) regular workday off per calendar year to perform community service in accordance with the following provisions:
- A. The calendar year shall begin on January 1 and end on December 31.
 - B. Utilization of the Community Service Leave shall be for purposes of participation and volunteering for legitimate non-profit and public organizations as approved by the Executive Director or their designee.
 - C. The organizations for which an employee may utilize Community Service Leave are:
 1. The Cities of Lacey, Olympia, Tumwater;

2. Thurston County;
3. The Squaxin Indian Tribe;
4. The Capitol Land Trust;
5. Any other organization within Thurston County approved by the Executive Director or their designee.

Section 18.2 Process for requesting Community Service Leave:

- A. The employee requesting Community Service Leave must submit a written request, on a form approved by the Executive Director or designee, to their immediate supervisor at least thirty (30) days in advance of the requested leave.
- B. The written request will identify the organization where the volunteer work will be done, the precise nature of the work, and how the work to be done is of benefit to LOTT. The Executive Director or designee, after considering the employee's request and the recommendation of the immediate supervisor, will have complete discretion whether to approve the requested Community Service Leave.

Section 18.3 Total Community Service Leave taken by an employee in a given year may not exceed the amount of hours in the employee's regularly scheduled workday, but may be served in smaller increments as with other forms of leave. Community Service Leave will have no cash value if not used.

Section 18.4 Community Service Leave must be taken on a regularly scheduled work day in order to be compensated.

ARTICLE 19 – MEDICAL, HOSPITAL, LIFE, AND DENTAL INSURANCE BENEFITS

Medical Insurance: Medical insurance will be provided through the Association of Washington Cities (AWC) Employees Benefit Trust:

- Regence HealthFirst 250, the minimum co-pay offered through AWC. Employer will pay one hundred percent (100%) of the premium for employee coverage and one hundred percent (100%) of the premium for dependent coverage.
- Kaiser Permanente 200, the minimum co-pay offered through AWC. Employer will pay one hundred percent (100%) of the premium for employee coverage and one hundred percent (100%) of the premium for dependent coverage.

VEBA Contribution: For employees participating in the medical coverage plan, January 1 of each year six hundred and fifty dollars (\$650) shall be deposited in the employee's VEBA account and six hundred and fifty dollars (\$650) shall be deposited into the employee's VEBA account if they have dependents, for a total maximum of one thousand three hundred dollars (\$1,300).

Dental Insurance: Dental insurance will be provided through the AWC Employees Benefit Trust as follows:

- Washington Dental Service Incentive Plan E.
- Washington Dental Service Orthodontia Plan 3.
- Employer will pay one hundred percent (100%) of the premium for full family coverage.

Vision Insurance: Vision insurance will be provided through the AWC Employees Benefit Trust as follows:

- VSP Full Family Plan with twenty-five dollar (\$25) deductible.
- Employer will pay one hundred percent (100%) of the premium for full family coverage.

Life and Accidental Death and Dismemberment Insurance: Term life and accidental death and dismemberment insurance will be provided through the Washington Counties Insurance Fund as follows:

- Basic Life and Accidental Death and Dismemberment Insurance.
- Basic coverage of \$48,000 for the employee and \$1,000 for all dependents, with dependent covered up to age twenty-five (25).
- Employer will pay one hundred percent (100%) of the premium for basic coverage.
- Option to purchase supplemental insurance for employee and dependents – cost to be borne by the employee.

Long-Term Disability Insurance: Long-term disability insurance will be provided through the AWC Employees Benefit Trust.

- Sixty-seven percent (67%) of base pay with 90-day elimination period.
- Employer will pay one hundred percent (100%) of the premium for employee coverage.
- No enhanced benefit will be available.

Washington Paid Family Medical Leave: Employer will pay one hundred percent (100%) of the required premium, including the amount designated as the employee share of the premium.

Flexible Spending Accounts: Employees will have access to "125" flexible spending accounts. This is a completely voluntary program to be used for health care expenses and child care expenses.

Deferred Compensation: Employees will have access to the available 457 deferred compensation plans. This is a completely voluntary program.

Medical Insurance Opt-Out: Employees may elect to opt out of the medical coverage, provided they present documentation of active enrollment in another non-exchange medical plan, excluding LOTT's plan. Employees who do so will receive two hundred and fifty dollars (\$250) per month in lieu of the medical insurance benefit, provided that at no time the number of employees electing to opt out will jeopardize LOTT's standing in the AWC trust. Underwriting rules prohibit more than twenty-five percent (25%) of employees from opting out of medical coverage. If the number of employees reaches the maximum, no new employees will be allowed to elect the opt-out option until the number of participating employees is below the maximum amount. A waiting list will be created and as the number of employees drops below the maximum amount, employees will be contacted based on their position on the waiting list. Placement on the waiting list will be on a first come, first served basis.

AFLAC: Various AFLAC insurance programs will be available to employees. All AFLAC insurance is completely optional with the cost of insurance borne by the employee through payroll deduction.

The above benefits and levels of coverage shall be applicable to all full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage.

HRA/VEBA Benefit: Each employee will contribute, via payroll deduction, fifty dollars (\$50) per pay period into their individual HRA/VEBA account for a monthly total of one hundred dollars (\$100). The amount of this contribution may be adjusted by a majority vote of Union members no more than once per year, and with appropriate notice to the Employer. Eligible employees shall also receive a portion of unused sick leave into their HRA/VEBA account upon retirement as described in Article 11, Section 9.

Should AWC or the applicable carrier no longer offer any or all of the plans referenced in this Article, the closest comparable plan offered by AWC and the applicable carrier will be substituted.

ARTICLE 20 – EMPLOYEE RECORDS, DISCIPLINE, AND DISCHARGE

Section 20.1 Employee personnel records shall be considered confidential and as such shall be accessible only to the employee concerned, selected Employer officials as authorized by the Executive Director, authorized Union representatives and as required under the Washington Public Records Act. Personnel files shall contain only information directly relevant to the employee's employment with the Employer. Employees may examine the file and shall have the right to rebut, in writing, any items in the file, and to grieve any item to the level of the Executive Director. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.

Section 20.2 Employees shall be disciplined and discharged only for just cause, and shall have the right to have a Union representative present during disciplinary procedures except when a verbal warning has been issued. The employer agrees that for most routine performance issues, a coaching/counseling conversation will occur prior to progressive discipline. This does not preclude any immediate disciplinary action for more serious misconduct.

When appropriate, disciplinary action shall be progressive and may include the following measures:

- A. Verbal warnings, to be issued in private for minor infractions. Supervisors should inform the employee that a verbal warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.
- B. Written warnings, which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it. Employee shall be given 5 business days to provide a written rebuttal that will be attached to the written warning and placed in the personnel file.

- C. Suspension with pay, for purposes of investigation; and without pay, for purposes of discipline, not to exceed thirty (30) working days. Such investigation shall be conducted in as expedient a manner as practical.
- D. Dismissal or discharge, to be preceded by two (2) weeks' notice other than for the most severe breaches of discipline.

Section 20.3 Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of their position in a satisfactory manner and/or in the event of a voluntary demotion to a lower classification.

Section 20.4 Disciplinary material may remain in the employee's personnel file and may be considered in progressive discipline for two (2) years from the effective date of the most recent discipline, after which, it shall be removed upon the employee's written request to the Division Director. PROVIDED, however, that discipline for violation of the Administrative Guidelines covering Harassment, Discrimination and Workplace Violence, suspensions of five (5) or more working days, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

ARTICLE 21 – APPRENTICESHIP

Section 21.1 In cases where the Collective Bargaining Agreement and the *Standards of Apprenticeship* are in conflict, the *Standards of Apprenticeship* shall prevail. Any changes to the *Standards of Apprenticeship* that effect wages, hours, or working conditions shall be subject to negotiation with the Union.

Section 21.2 All apprenticeship opportunities will initially be open in-house first for a period of two (2) weeks. If no applications are received, the apprenticeship may then be open to external applicants.

Section 21.3 Fees and other costs associated with required related supplemental instruction (RSI) as specified in the *Standards of Apprenticeship* will be provided according to the following:

- A. Employer will pay up front for the courses, materials, and fees.
- B. Any materials such as manuals and books that are purchased by the Employer will remain the property of the Employer.
- C. Should the apprentice fail to earn a "C" grade or better (or pass a "pass/fail" class), the apprentice will be required to retake the course at their own expense until a "C" or "pass" is earned.
- D. When feasible, the apprentice will be expected to retake and successfully complete any failed class or course within six (6) months of the initial date of completion. For example, courses offered by a college may not be offered again within six (6)

months. In this case, the apprentice will be required to take the course the next time it is offered.

- E. The apprentice shall not have more than one (1) failed class outstanding at any time. Should an additional class be failed, the apprentice must successfully complete at least one (1) of the failed classes prior to scheduling any additional classes or courses.

ARTICLE 22 - PROBATION

Each new employee shall serve a probation period of six (6) months. During probation, employees shall not have access to the grievance procedure regarding discipline and discharge. At the discretion of the Operations and Facilities Director after consideration of the recommendation of the probationary employee's supervisor and in consultation with the Union, the probationary period may be extended up to six (6) additional months in individual cases to address specific performance issues.

- A. Probationary employees shall accrue and may use vacation and sick leave as provided in Articles 10 and 11.
- B. Probationary employees shall observe holidays in the same manner as regular employees.

ARTICLE 23 – HIRING, LAYOFF, RECALL FROM LAYOFF, AND PROMOTION

Section 23.1 Job Posting:

When a regular job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department internally and externally simultaneously. The Employer shall be required to consider, but not necessarily select, qualified candidates from within the workforce before selecting employees from outside the workforce. In any event, the Employer may select the applicant who, in the Employer's opinion, is the best qualified for any opening, from any source whatsoever.

Hiring Pool. If a position in the same classification becomes vacant within six (6) months of the date of interviews, the Employer may select another qualified candidate from the interview pool without reposting the vacancy.

Section 23.2 Layoff:

Should the Employer decide to reduce the work force, layoffs shall be made by seniority within the affected classification.

The Employer will then give notice of at least thirty (30) calendar days to the affected employees. The selected employees shall be the least senior employees. No regular employees shall be laid off if there are any temporary employees doing bargaining work in the facilities.

Section 23.3 Recall from Layoff:

- A. Laid-off employees shall be carried by the Employer on a lay-off list for a period of eighteen (18) months, and shall be notified of any openings for which they are eligible. Eligible, for purposes of this Article, shall mean that the employee has previously held regular status in the classification and has not been demoted from the classification. No vacancies shall be posted, advertised, or filled while there is an eligible employee on the lay-off list. An employee on the lay-off list may refuse to return to a lesser position than that from which they were laid off without loss of all recall rights. An employee may not refuse to return the classification from which they were laid off without loss of all recall rights.
- B. A recalled employee shall return on the date and time set by the Employer, which in no event shall be sooner than two (2) weeks from the time the employee was mailed a notice or recall to the last known address of the employee, unless by mutual consent to an earlier starting date. No temporary employees shall be hired to do bargaining unit work by the division while any regular employees are in lay-off status.
- C. Employees rehired from the lay-off list shall not suffer any loss of seniority or benefits as a result of the lay-off, but shall not accrue seniority, wages, or benefits during lay-off.

Section 23.4 Promotion:

- A. An employee who is promoted shall be placed at the closest step in the new range that provides for at least five percent (5%) increase in salary.
- B. The promotional trial service period shall be six (6) months.
- C. The promoted employee may be demoted at any time during the promotional trial service period without appeal, provided that the employee is reinstated in the position from which employee was promoted, even though this may necessitate the lay-off of the employee occupying the position.
- D. The promoted employee may, at their request, be returned to their previous position, or at the Employer's discretion, to a similar position during the trial service period. For the purpose of this Article, similar shall mean in the same pay range and step as the employee's previous position.

Section 23.5 The lay-off, recall from lay-off, or promotion procedures set forth above will be administered in a manner that does not unfairly discriminate against any individual employee.

ARTICLE 24 – SENIORITY

- Section 24.1 Employees in the bargaining unit shall accrue seniority from the date of hire with the Employer into a position in the bargaining unit. Seniority shall be based on continuous service with the Employer including paid leave; however, seniority shall not be accrued while on a leave of absence without pay. The anniversary date shall be adjusted for leaves without pay. Seniority for employees who transitioned to the LOTT Alliance from the City of Olympia on January 1, 2005, shall be calculated from the employee's hire date with the City of Olympia into the bargaining unit position. Seniority for graduated apprentices will be date of hire as an apprentice once the graduated apprentice is assigned a regular FTE appointment.
- Section 24.2 Any employee shall lose seniority under this Agreement for the following reasons:
1. Retirement;
 2. Resignation;
 3. Discharge for cause;
 4. Failure to return to work after offer of recall is made;
 5. Failure to return to work promptly after and authorized leave of absence;
 6. Unpaid absence from work, for reason other than layoff or military leave, for a period in excess that which has been approved by the Executive Director per Article 13; and/or
 7. Layoff of more than eighteen (18) consecutive months.
- Section 24.3 An employee who transfers or promotes into a non-represented position at LOTT and subsequently returns to a bargaining unit position at LOTT will assume the same level of seniority held at the time the employee left the Union.

ARTICLE 25 – WAGES

- Section 25.1 Wages shall be as set forth in Appendix A – Salary Table. Employees shall normally be hired at the first step of the pay range, and shall receive an increase to the second step upon completion of twelve (12) months of employment. Increases to succeeding steps in the pay range shall occur annually on the anniversary date of the employee's assumption of their current classification.
- Section 25.2 No employee shall have their salary reduced for any reason except for being placed in a position held prior to the unsuccessful completion of a promotional trial service period or in the event of a voluntary demotion to a lower classification.
- Section 25.3 Out-of-Class Pay: Whenever an employee is required to perform all, or substantially all, of the duties of another higher paid classification for a period in excess of one (1) week, the employee shall receive the greater of the lowest step of the higher pay range or a five percent (5%) increase for the entire period.

The regular work week for LOTT employees consists of forty (40) hours unless otherwise established by the division or by mutual agreement.

Section 25.4 An employee who believes their position is improperly classified may request review of job duties. Requests for review of job duties for positions covered by this Agreement shall be conducted according to the established policies and practices of the Employer. Any changes to pay ranges as a result of a review of position duties are subject to negotiation by the parties.

Section 25.5 All employees will have their paychecks directly deposited into a financial institution that will accept paychecks in this manner.

Section 25.6 Cost of Living Adjustment (COLA): Effective January 1 of each year of the contract, base wages will be increased by a cost of living adjustment of one hundred percent (100%) of the June to June Seattle-Tacoma- Bellevue Consumer Price Index CPI-W from the previous year, with a minimum and a maximum as described in the following table.

<u>Year</u>	<u>Minimum</u>	<u>Maximum</u>
2023	2%	4%
2024	1%	5%
2025 & 2026	2%*	4%*

*Unless otherwise agreed upon during the 2025 wage and COLA opener.

Each year the Employer will update Appendix A – Salary Table following the calculations of the annual COLA prior to the end of the year and make it available to employees.

2023 One-Time Payment: Recognizing current economic conditions, LOTT will provide a one-time payment in 2023 in addition to adjusting base salaries for the maximum cost of living adjustment range of 4.0%, as described in Section 25.6. Every person continuously employed between January 1, 2023 and January 31, 2023 shall be eligible for this one-time payment in the amount of their annual base salary (not including overtime, longevity pay, etc.) as of December 31, 2022 multiplied by the percentages shown in the table below.

This payment shall be made on or before February 17, 2023. It does not adjust an employee’s base rate of pay, but is subject to all applicable taxes and withholdings.

ANNUAL BASE PAY ON 12/31/22	PERCENTAGE
\$0 – \$89,999.99	5.54%
\$90,000 TO \$109,999.99	4.54%
\$110,000 – \$129,999.99	3.54%
\$130,000 – \$139,999.99	2.54%
\$140,000 AND ABOVE	0.00%

ARTICLE 26 – LONGEVITY PAY

Longevity pay will be paid as a percentage of base wages upon completion of years of service according to the following schedule:

Years	Percentage
5	0.5%
10	1%
15	1.5%
20	2%

Longevity pay for employees who transitioned to the LOTT Alliance from the City of Olympia on January 1, 2005, shall be calculated from the employee's hire date with the City of Olympia. Longevity pay shall be paid in a lump sum in the payroll period that includes the employee's anniversary date.

ARTICLE 27 – TOOLS AND UNIFORMS

- Section 27.1 The Employer agrees to furnish employees with the tools necessary to complete their assigned tasks.
- Section 27.2 The Employer will also supply all safety equipment, prescription welding hood, rain gear, and gloves if appropriate.
- Section 27.3 All employees are required to wear safety footwear and jeans appropriate for their job as approved by the employee's supervisor. Employees will be reimbursed up to four hundred and twenty-five dollars (\$425) per year when receipts are provided. This allowance may also be applied toward the purchase of prescription safety eyewear, socks or, insoles and to repair/refurbish footwear to include such items as replacement soles, heels, toe protectors and laces.
- Damaged uniforms and jeans will be repaired or replaced, at the supervisor's discretion and/or direction. For example, if an employee's boots become damaged beyond repair (i.e., chemical exposure or impact), the boots could be replaced at the employer's expense.
- Section 27.4 All employees who are provided uniforms are required to wear these and report to work in neat appearance as directed.
- Section 27.5 Commercial Driver's License (CDL) fees shall be borne by the Employer. Training and testing sponsored by the Employer shall be compensated as hours worked. Non-Employer training or testing shall not be compensated. The Employer will reimburse out-of-pocket expenses associated with obtaining a CDL, up to the rate contracted by

the Employer with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the Employer. If the employee wishes to use a medical service other than the contracted vendor, the Employer will reimburse only up to the amount contracted with the Employer-selected vendor; the employee will be responsible for charges in excess of the contracted amount. The Employer agrees to pay for other licenses and certifications required by the employee's job classification, with the exception of a Washington State Driver's License.

- Section 27.6 The above uniform requirements and reimbursement allowances do not apply to employees in the Administrative Specialist classification. They are not required to wear uniforms. Safety equipment such as footwear and rain gear will be reimbursed if determined to be appropriate and pre-approved by the supervisor.

ARTICLE 28 – IMMUNIZATIONS

The Employer shall pay for Hepatitis A, B, DPT, and tetanus inoculations for all employees who want them.

ARTICLE 29 – RETIREMENT

All employees in the bargaining unit shall be covered under the Public Employees Retirement System and Social Security.

ARTICLE 30 – CIVIL LIABILITY

The Employer shall comply with all laws respecting the civil liability of employees in the performance of their duties.

ARTICLE 31 – DRUG AND ALCOHOL TESTING PROCEDURES

The Union and the Employer recognize their respective interests in providing a safe workplace, free of employees performing their duties under the influence of controlled substances and/or alcohol. The parties also recognize their obligation to comply with federal and state regulations pertaining to the testing for controlled substances and alcohol use of employees required to hold a commercial driver's license (CDL). The Union accepts the testing program, policies, and requirements as outlined in Administrative Guidelines for Drug and Alcohol Testing for CDL Holders and Drug and Alcohol Testing for Non-CDL Holders. We agree to the following additions and clarifications:

1. In the event of a test for blood alcohol concentration measuring from .02 to .04, the employee will be sent home until the next regular work shift. Such time shall be charged to vacation accruals, compensatory time accruals, or leave without pay, at the employee's option.
2. In the event of a positive drug test, the time period between when the positive test results are received and the employee is authorized to return to work will, at the employee's choice, be

charged to the employee's vacation accruals, compensatory time accruals, or as leave without pay.

3. Where applicable, the cost of any return-to-duty testing required by the Washington State Department of Licensing as a result of a positive test will be assumed by the employee. The cost of subsequent follow-up tests as required will be the sole responsibility of the employee.
4. Where applicable, costs of treatment and rehabilitation are the sole responsibility of the employee, to the extent not covered by health insurance.

ARTICLE 32 – SAVINGS CLAUSE

If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any court or administrative agency of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such court/agency, the invalid clause will be stricken and the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

ARTICLE 33 – NO STRIKE, NO LOCKOUT

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Alliance services and to this end pledge their best efforts to avoid or eliminate any conduct contractor to this objective. During the term of this Agreement, neither the Union nor the Employer shall cause, engage in, or sanction any work stoppage, slow down, action in sympathy, or other interference with Employer functions.

In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring the members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, including suspension or discharge. No individual shall receive any portion of their salary or benefits as provided by the Employer, and in accordance with this applicable law, while engaging in activities in violation of this Article. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 34 – ENTIRE AGREEMENT

The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.

Pursuant to the unlimited right to make demands upon the other, the parties waive during the life of this Agreement the right, if any there be, to negotiate during the term of this Agreement.

The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.

ARTICLE 35 – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2023, and shall remain in effect until December 31, 2026 with a one-time wage and COLA opener in 2025, starting negotiations no later than March of 2024.

Signed this _____ day of November, 2022.

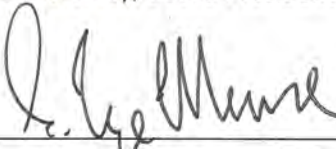
LOTT CLEAN WATER ALLIANCE BOARD OF DIRECTORS



Lisa Parshley, Board President



Carolyn Cox, Board Member




Tye Menser, Vice President



Leatta Dahlhoff, Board Member

FOR THE UNION:



Cliff Nguyen, WSCCCE Staff Representative
(Lead Negotiator)

FOR THE EMPLOYER:



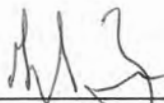
Michael D. Strub, Executive Director

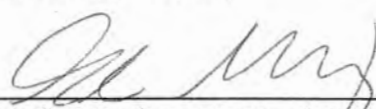
BARGAINING TEAMS:

LABOR

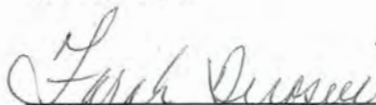

Michelle Barnett, Senior Construction Manager
(AFSCME Chapter Chair)

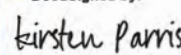

Ronnie Black, Operator Apprentice
(AFSCME Co-Chair and Shop Steward)


Gabe Brannon, Senior Lead Control Sys. Tech
(AFSCME Shop Steward)

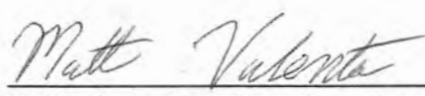

Mitchell McConkey, Irrigation & Grounds Spec.
(Bargaining Alternate, AFSCME Shop Steward)

MANAGEMENT

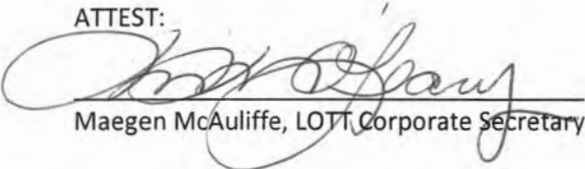

Farah Derosier, Legal & Risk Manager
(Lead Negotiator)

DocuSigned by:

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Kirsten Parris, Attorney


Matt Kennelly, Assistant Executive Director


Matt Valenta, Operations Supervisor

ATTEST:


Maegen McAuliffe, LOTT Corporate Secretary

APPENDIX A – AFSCME SALARY TABLE

Effective January 1, 2023 – December 31, 2023

Pay Range	Current Classifications	Steps & Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
434	Maintenance Assistant	3953.24	4151.47	4360.26	4578.08	4808.24
436	None	4180.84	4391.32	4611.82	4844.02	5084.24
438	None	4413.88	4634.46	4866.36	5109.98	5364.80
440	Administrative Specialist I	4806.70	5047.06	5299.48	5564.40	5842.62
442	Maintenance Worker I	4880.70	5125.24	5377.29	5648.38	5929.52
	Security Officer					
444	Administrative Specialist II	5143.12	5400.38	5670.42	5953.90	6251.60
	Senior Security Officer					
446	Maintenance Worker II	5347.76	5612.32	5895.82	6191.10	6501.36
448	Irrigation & Grounds Specialist	5585.58	5859.16	6152.44	6457.68	6779.58
450	Construction Inspector	5808.50	6101.74	6411.66	6726.52	7065.52
	Inventory Control Specialist					
	Laboratory Technician					
	Administrative Specialist III					
452	Operator I	6111.74	6346.20	6663.50	6999.78	7344.40
	Facilities Technician II					
	Irrigation & Grounds Lead Worker					

454	Water Quality Analyst I	6275.86	6593.14	6917.64	7266.68	7624.96
456	Environmental Specialist					
	Maintenance Technician	6526.86	6856.82	7194.48	7557.28	7929.94
458	Water Quality Analyst II					
	Operator II	6788.10	7130.88	7482.18	7859.50	8247.20
460	Industrial Electrician					
	Engineering Project Coordinator					
	Control Systems Technician I	7021.66	7372.80	7741.38	8128.50	8534.86
	Senior Maintenance Technician					
462	Water Quality Analyst III					
	Operator III	7255.24	7618.02	7998.90	8398.82	8818.78
464	Lead Maintenance Technician					
466	Control Systems Technician II	7492.16	7868.28	8263.26	8678.06	9089.82
	Lead Operator					
	Construction Manager					
	Lead Control Systems Tech	7729.08	8122.46	8535.08	8963.60	9413.35
	Process Control Lead Operator					
	Senior Industrial Electrician					

468	None	7964.84	8363.88	8782.94	9222.96	9685.02
470	None	8203.80	8614.78	9046.54	9499.68	9975.50
472	None	8531.96	8959.36	9408.42	9879.66	10374.52
474	None	8873.22	9317.72	9784.76	10274.84	10789.50
476	Senior Construction Manager	9139.44	9597.28	10078.29	10583.07	11113.18
	Sr. Lead Control Systems Technician					

Apprentice wages are a percentage of the journey-level classification. Current salaries can be found on LOTT's website.

APPENDIX B – MOU

MEMORANDUM OF UNDERSTANDING
Between
THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME LOCAL 618-LOTT
And
THE LOTT CLEAN WATER ALLIANCE

Whereas, this memorandum describes the mutual agreement between the Washington State Council and County and City Employees Local 618-LOTT (the "Union") and the LOTT Clean Water Alliance ("LOTT") regarding (a) the contracting out of Locate work and Construction Inspection work for the purpose of relieving the workload on existing Construction Manager II's and (b) the parties mutual desire to discuss creating a Senior Construction Manager position, and

Whereas, LOTT is required to perform Locate work (RCW 19.122.030), which has predominantly been performed by Construction Manager IIs. The process includes reading the written description of the location where the work will be performed and determining if a field visit is needed. If a field visit is needed, staff respond with specialized tools to locate and accurately paint or flag the locations of LOTT assets in the area that will be excavated. The purpose of Locate work is to reduce the risk of damage to subsurface structures as well as above ground facilities, and achieve safety in excavation around underground facilities; thereby promoting safety and protecting the public interest, and

Whereas, Construction Inspection work, which is the inspection of construction sites and work sites to ensure compliance to plans and specifications, is currently being performed by Construction Manager IIs, which has led to an increase in workload on larger projects, and

Whereas, the mechanics of construction projects necessitate LOTT having flexibility to contract out Locate work and Construction Inspection work in order to manage projects in an efficient manner, and

Whereas, LOTT desires to create a Senior Construction Manager position for the purpose of establishing a higher level position in the career ladder of Construction Managers. The position would require senior level construction management services and project coordination services on complex wastewater treatment plant projects:

Therefore, based on the forgoing, the parties agree as follows:

1. LOTT has the authority to supplement its resources available for Locate work and Construction Inspection work by using qualified non-represented employees and non-employee contractors to perform such work when needed;
2. No bargaining unit member shall be laid off and no bargaining unit member shall be given a work assignment of fewer hours than normally scheduled as a result of contracting out for Locate work and/or Construction Inspection work;
3. An evaluation by LOTT of Locate work and Construction Inspection work will be performed in December of 2018;

4. LOTT will make the results of that evaluation available to the Union for review after its completion;
5. In the event LOTT subsequently establishes a permanent full time position to perform Locate work and/or Construction Inspection, this position(s) will be made part of the bargaining unit.
6. For purposes of a commitment to discuss developing the Senior Construction Manager position the Parties agree to the following:
 - a. Project Coordination, as defined in paragraph 7 below, is not work that is within the bargaining unit represented by Local 618.
 - b. Management may, at its discretion, assign some project coordination work to a new Senior Construction Manager position, if such position is created. Such an assignment will not establish and will not be evidence that project coordination work is within the bargaining unit represented by Local 618, the parties having expressly agreed that it is not. Nevertheless, LOTT will make part of the bargaining unit and apply the terms of an applicable CBA to an employee in a Senior Construction Manager position, if created, for all work performed by such an employee.
 - c. Management may, at its discretion, assign project coordination work to qualified non-represented employees in order to meet the requirements of its capital improvements plan, provided such assignment of project coordination does not supplant a Senior Construction Manager position, if created.
7. For purposes of this Agreement, project coordination is defined as follows:

Project Coordination: *This role is defined as the lead in project or task execution under the direction of a LOTT Project Manager. The primary responsibility of a project coordinator is to manage the day-to-day tasks of a project and to keep the project and all related processes running smoothly from design development through implementation (as assigned) so the project manager can focus on broader issues and problems that may arise. While recognizing that project coordination involves some duties of a project manager, the difference between Project Coordination and Project Management is the Project Manager is ultimately responsible and accountable for the project.*

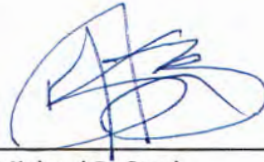
8. The parties agree that Project Managers are excluded from the bargaining unit represented by Local 618. Nothing in this MOU will change or alter that unit placement.

WSCCCE, AFSCME Local 618-LOTT



Hannah Franks
Staff representative

LOTT Clean Water Alliance:



Michael D. Strub
Executive Director

**APPENDIX C – MOU FOR PROMOTION OF MAEGEN MCAULIFFE TO
ADMINISTRATIVE SERVICES SUPERVISOR**

MEMORANDUM OF UNDERSTANDING

Between

The Washington State Council of County and City Employees, AFSCME Local 618-LOTT

And

LOTT Clean Water Alliance

This memorandum documents the mutual agreement between the Union and LOTT Clean Water Alliance ("LOTT") regarding the promotion of Maegen McAuliffe to Administrative Services Supervisor and the resulting assignment of the work Ms. McAuliffe performed in her prior bargaining unit position.

Whereas LOTT created the new classification "Administrative Services Supervisor" which is outside of the bargaining unit;

Whereas LOTT desires to promote Maegen McAuliffe to Administrative Services Supervisor. To do so Ms. McAuliffe must continue to perform her current body of work in her new position. Prior to the promotion Ms. McAuliffe performed Administrative Specialist III – Board Support work which has been bargaining unit work;

Whereas it is the interest of the Union to both protect bargaining unit work and to provide promotional opportunities for bargaining unit members; and

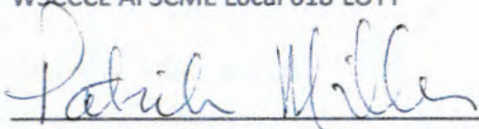
Whereas during bargaining LOTT and the Union agreed that (a) Ms. McAuliffe would promote to Administrative Services Supervisor; (b) she would continue to perform her bargaining unit work in her new supervisory position, and (c) Ms. McAuliffe would be given up to six months to try the new position or return to her previous position as Administrative Specialist III.

Now, therefore, the parties agree:

1. Maegen McAuliffe will promote to Administrative Services Supervisor outside the bargaining unit and will continue to perform her Administrative Specialist III work as part of her supervisory, non-unit position. This promotion will be effective on January 1, 2020 on a regular basis;
2. Ms. McAuliffe's continuing to perform her prior Administrative Specialist III work as part of her supervisory, non-unit position is not a violation of the collective bargaining agreement nor an improper "skimming" of bargaining unit work. Rather, such is the result of a negotiated agreement between the parties.
3. At such time as the Administrative Specialist III – Board Support work is no longer tied to the Administrative Services Supervisor position, that work will return to the bargaining unit to be performed by a bargaining unit employee. This provision does not apply to coverage assignments for vacation, illness or other absence.

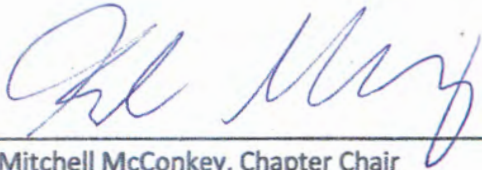
This agreement is without precedent and may not be used by either party against the other in any future proceedings between the parties except a proceeding to enforce the provision of this agreement.

WSCCCE AFSCME Local 618-LOTT



Pat Miller, Staff Representative

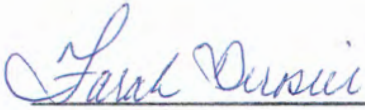
Dated: 4-28-2020



Mitchell McConkey, Chapter Chair

Dated: _____

LOTT Clean Water Alliance



Farah Derosier, Legal & Risk Manager

Dated: 5-11-2020

SIDE LETTER A

Management agrees to create a Facility Tech 1 classification.