

MEMORANDUM OF UNDERSTANDING

Between Lewis County

And

**The Washington State Council of County and City Employees Union,
Council 2, Local 1341**

The proposed Standby requirements provide for specific working conditions and response times that must be met by Lewis County utilities staff who are qualified and designated for response to after-hours emergencies at Lewis County owned and operated water utilities. There is a moderate increase to the daily rate employees will be compensated for being available for these after-hours calls.

Standby is defined as that period of time outside the normal scheduled work shift, in which the employee is required to be within immediate reach for contact by phone and be ready to report for work immediately to perform emergency services. Standby duty shall not count as time worked for purposes of computing overtime.

WORK UNITS COVERED

Public Works owned and operated Water Utilities

ASSIGNMENT

Assignment time-periods are at the sole discretion of the supervisor or manager and may change as long as written notice is provided fourteen (14) calendar days prior to the effective date of the change. A change in any time-period is non-appealable and cannot be grieved as long as the said fourteen (14) day written notice has been properly provided to the affected AFSCME Local 1341 employees.

Standby personnel are required to document both the time the callout was received and the time they arrive to the reported location. If the employee who is scheduled to be on Standby is unable to respond to the reported location within forty-five (45) minutes from the time they receive the callout, they must document both the time they arrived on-site and the time they notified the supervisor of the delay.

ELIGIBILITY

Employees who wish to be considered for standby shall meet the following qualifications;

- Must be willing to agree to be on a standby list and commit to a one (1) week standby shift. The standby list will be on weekly rotation.
- Must be certified as a WTPO 2 or higher as well as obtain a Water Distribution certification or higher level and approved by the Water Utilities Supervisor with concurrence from the Public Works Director.

PERFORMANCE OF DUTIES

Standby personnel must be able to perform their duties as required under the Lewis County Drug and Alcohol Policy and be fit for duty. Employees designated for Standby duty may not be impaired or under the influence of alcohol or illegal drugs, controlled substances without a valid prescription; or controlled substances with a valid prescription, which render the employee unable to appropriately perform the employee's Standby duties.

CELL PHONE

While on Standby the employee will be issued a county cell phone for use during the Standby assignment. It is the responsibility of the employee to ensure the phone is operational.

RESPONSE TIME

While on Standby, the employee must be able to be on-scene within forty-five (45) minutes of acknowledging the initial call.

An employee who is unable to be on-scene within the prescribed time must contact the Water Utilities Supervisor or designee no less than fifteen (15) minutes before the forty-five (45) minute mark to explain what has caused or is causing the delay. If an unknown circumstance arises after the fifteen (15) minute window, the employee shall immediately notify the supervisor of the cause for the delay.

EXCEPTIONS

Troubleshooting the issue remotely for up to 15 minutes. If the problem cannot be resolved in 15 minutes from the initial callout, an employee on Standby is expected to respond to the reported location immediately. The employee may elect to not troubleshoot and respond immediately.

Operational system changes not related to failures are not considered "callouts" and can be resolved remotely. Accordingly, these tasks may extend beyond the fifteen (15) minute troubleshooting timeframe. As such, the time accrued to resolve these operational system changes would be reflected in fifteen (15) minutes increments on the applicable timesheet. The employee may elect to not troubleshoot and respond immediately.

In the event troubleshoot does not lead to resolution of the issue(s) and requires contacting the main water operator, the main operator shall follow the guidelines as defined in section 20.5 Call Back Time of the Collective Bargaining Agreement between Lewis County Department of Public Works and Lewis County Development of Community Development and Local 1341 Washington State Council of County and City Employees AFSCME.

All callouts related to water quality and disinfection, low water in the reservoir, and infrastructure failures require immediate response to the reported location. In these instances, these become call-outs, the employee will no longer be on stand-by time, and they will follow the guidelines as defined in Section 20.5 Call Time of the Agreement by and Between Lewis

County Department of Public Works and Lewis County Development of Community
Development and Local 1341 Washington State Council of County and City Employees AFSCME,
AFL-CIO, 2020 – 2022.

COMPENSATION

Effective upon approval by the Board of County Commissioners, each employee who serves a standby duty shall be compensated as described below;

- \$30 per standby duty on weekdays (M-F)
- \$60 per standby duty on Saturday and Sunday
- \$75 per standby duty on Lewis County recognized holidays

Weekday Standby Duty*

- 4:00 pm Monday – 7:00 am Tuesday
- 4:00 pm Tuesday – 7:00 am Wednesday
- 4:00 pm Wednesday – 7:00 am Thursday
- 4:00 pm Thursday – 7:00 am Friday

*Note: The weekday standby times are based on the main operator's regular work schedule, if it varies from the 7:00 am to 4:00 pm as shown in this memorandum, the standby times can be adjusted accordingly to reflect the times the primary operator is "off-duty".

Weekend Standby Duty

- 4:00 pm Friday – 7:00 am Sunday
- 7:00 am Sunday – 7:00 am Monday

Standby time shall be tracked in accordance with the Lewis County timekeeping policy. Standby compensation will be paid accordingly and included in the employees regular paycheck on the 10th and 25th of each month.

TRADES OR REPLACEMENT FOR STANDBY ASSIGNMENT

An employee who wishes to trade or seek a replacement for a scheduled standby assignment must obtain written acceptance of the assignment from the employee filling in for the shift. It is the responsibility of the employee originally assigned the standby to provide management with the written acceptance of the trade from the other employee a minimum of twenty four (24) hours prior to the standby period beginning. The notification must include the date or dates that have been traded or taken. The forwarding of an email or text message is sufficient to document the acceptance of a change, and the supervisor or manager shall acknowledge receipt of the communication via a written response (e.g., "OK", "Got it", etc.)

If the employee on standby has an emergency and cannot fulfill their standby responsibilities, it is the employee's responsibility to notify management immediately by phone or email, so adequate coverage can be maintained. The employee will not receive standby pay and

depending on the circumstances, may be required to submit justification/documentation of said emergency.

DISCIPLINARY ACTION

Based on individual circumstances, failure to comply with one or more of the provisions noted above or any other policy or procedure of the agency may lead to disciplinary action according to Article 6 Employee Discipline and Discharge.

TERM

The terms and conditions of this memorandum become effective upon approval by the Lewis County Board of County Commissioners. The terms of this MOU shall be reviewed on an annual basis. In the event a change in the work warrants review of this MOU, such as a change or increase in staffing levels, upgrade of equipment, building, infrastructure and related equipment, or other changes in which "stand-by" status is no longer needed, the County shall provide a thirty (30) days' notice to terminate this MOU.

RE-OPENER

If both parties are mutually agreeable, the terms and conditions of this agreement can be re-opened for discussion and/or modification.

X L. Clark 5/5/22 X [Signature] 5/10/22
Larry Clark Josh Metcalf
Staff Representative Public Works Director

X Shane Hulstein 5/05/22 X [Signature] 5/10/22
Shane Hulstein Chris Panush
Union Board President Director HR/Risk/PDR