



Lewis County Department of Public Works

Timothy R. Elsea, PE, Director / County Engineer

Tim D. Fife, PE, Assistant County Engineer

MEMORANDUM

Date: July 1, 2016
To: AFSCME 1341
From: Tim Elsea, Director/County Engineer
Subject: Non-Precedent Setting MOA for RMT IV Position

This is a non-precedent setting Memorandum of Agreement by and between AFSCME 1341 and Lewis County Public Works concerning the RMT IV position.

It is mutually agreed by both parties that Lewis County Public Works management has written a new job description for the Road Maintenance Division of the Public Works Department. The new position has been graded by the independent consultant hired by the County and the position has been graded at a level 19 which is two grades higher than an RMT III position. This is an interim agreement with the Union for the transition period between the inception of the RMT IV position and its implementation.

It is mutually agreed that the details of the proposal will include provisions that:

- Remove the requirement for an RMT I to wait for a vacancy to be promoted to an RMT II. An RMT I will be promoted to an RMT II with 24 months credited service and certification on all relevant pieces of RMT II equipment
- Remove the requirement for an RMT II to wait for a vacancy to be promoted to an RMT III, i.e. as soon as an employee meets the minimum requirements (which will include a minimum of 1 years' experience as an RMT II, (s)he will be promoted to an RMT III and subsequently to an RMT IV after meeting minimum qualifications for that position
- Add the position of RMT IV to the organization chart and to the career progression of each RMT without limitation to the number of employees that can qualify as an RMT IV (no new FTEs are being added)

Road Maintenance & Traffic

476 West Main St.
Chehalis, WA 98532
O 360.740.3380
F 360.740.2741
Erik Martin, PE, Manager

Administration, Engineering, Utilities & Real Estate Services

2025 NE Kresky Ave.
Chehalis, WA 98532
O 360.740.1123
F 360.740.1479

Solid Waste Services

Post Office Box 180
Centralia, WA 98531
O 360.740.1451
F 360.330.7805
Steve Skinner, Manager

- Allow any RMT III who is currently assigned to a piece of equipment to retain that assignment unless (s)he chooses to accept another position or if the employee is removed for cause
- Remove the language assigning RMT III pieces of equipment from the Collective Bargaining Agreement
- Remove any past practice as to assignment of equipment
- Each employee will be given the opportunity to opt in or out of this program.
- If an employee who is assigned to a piece of equipment opts in, their piece of equipment will no longer be assigned.
- If an employee who is assigned to a piece of equipment chooses to opt out of this program, they will retain their assigned piece of equipment and be grandfathered into the old contract language for as long as they choose
- If an employee who originally opts out of the program, later chooses to opt in to the program that will be allowed. However, they will not be allowed to bump anyone from an already established training position due to seniority.
- Employee's seniority status will be unaffected whether they opt in or out of this program
- Minimum qualifications for RMT IV include 5 years' experience a minimum of which 2 years must be with Lewis County, and certification on a minimum of three qualifying pieces of equipment
- All promotions within the RMT career path will be in progression, i.e. an employee will not skip from RMT II to RMT IV
- Any employee who has been assigned to a qualifying piece of equipment in good standing for one year or more will be grandfathered into the certification on that piece of equipment
- If an operator loses the ability to operate a minimum of three qualifying pieces of equipment; either due to medical reasons or other, the operator will be removed from their position as an RMT IV and placed in the position in which they have the minimum qualifications. If the qualification is lost due to disciplinary action, the determination of the disciplinary proceedings will govern.
- Generally, positions posted to the public will be posted as an RMT I or RMT II depending on operational needs. Exceptions will include hiring an open Tree Faller position or the need to hire for a specific Qualified RMT III piece of equipment due to a specific shop need.
- Internal postings due to shop openings will be posted and filled based on the operational needs of that shop. The most senior qualified RMT will be awarded the position.

It is Management's intention that training to become qualified as an RMT IV should be based on seniority as much as is feasible within each Area Shop as the training meets the needs of the Area shop or the county. However, if at any time the Lead Maintenance Supervisor, or his designee or successor determines that insufficient progress toward certification is being made, the Lead Maintenance Supervisor may make the determination to discontinue training a particular employee. This

determination should be based on either a joint decision of the employee and the Lead Maintenance Supervisor or two successive quantitative tests where the employee is unable to show sufficient progress toward certification.

It is agreed that no employee shall claim seniority for training on more than one piece of equipment at a time, provided however that employees may request proficiency testing on more than one piece of equipment at a time to verify certification for the purposes of promotion to RMT III or IV.

The Area Supervisor and the Road Maintenance Lead Supervisor will determine the training needs and individuals will be trained on Qualified or non-Qualified pieces of equipment as the need arises to ensure the Area and the department is able to meet its operational mission and goals. Management and the employees will work together to ensure that all pieces of equipment have qualified/certified operators and back-up operators regardless of whether the piece of equipment is a Qualified piece of equipment. It is understood and agreed that no employee will turn down any training opportunity on non-Qualified pieces of equipment in-lieu of wanting to train on a Qualified piece of equipment. If no bargaining unit member accepts the offer to train on any particular piece of equipment, the Road Maintenance Lead Supervisor will designate the least senior RMT II (or higher classification) that is not currently in a training program to train on the piece of equipment. If all employees are in a training program and there are no volunteers to train on a piece of equipment, the Lead Maintenance Supervisor will designate employees to be trained on the equipment.

Any employee that meets the minimum experience required and becomes certified in any RMT III piece of equipment shall be entitled to be promoted to an RMT III position. A written test (or oral if approved) and a proficiency test may be required.

If any employee is currently assigned to an RMT III piece of equipment, that employee shall be entitled to retain the assignment until such time as the employee chooses to accept another position with the county (whether moving to an RMT IV or other position). Once an assignment to an RMT III piece of equipment has been vacated, the piece of equipment shall remain unassigned from that point forward. If an employee who is assigned a piece of equipment claims seniority in order to train on a qualified piece of equipment, it is understood that the operator will vacate the assigned piece of equipment when (s)he opts in to the program.

Management and AFSCME 1341 agree that for a minimum period of one (1) year from the effective date of this agreement (to be extended if mutually agreed upon) that quarterly management/union meetings will occur to review any complaints that arise from the implementation of this agreement. The committee shall consist of one union member from each Area shop, the Road Maintenance Lead Supervisor, the Maintenance and Traffic Engineer (or his/her designee or successor) and the County Engineer, along with any effected shop supervisor. The committee will make recommendations concerning procedures or contract language to address emerging

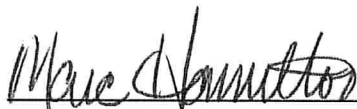
issues to ensure the success of this program. Both parties agree that to the extent feasible, all complaints or concerns that deal with the implementation of this agreement will be heard by the committee and either the employee and/or management will be given the opportunity to correct the emergent issue prior to initiating a grievance procedure or disciplinary action. Either party may request additional meetings outside of the quarterly schedule by making a written request to the other party. Both parties agree to facilitate those additional meetings to the extent feasible. Both parties agree to provide details of issues to be discussed (with enough information for the other party to fully investigate the issue) a minimum of 2 weeks prior to the meeting.

It is agreed by both Management and AFSCME 1341 that the proposal to add this additional career path for the Road Maintenance Technicians is one that will take understanding and cooperation from all involved which may mean adjusting contract language in the future to accommodate unforeseen eventualities. Both parties agree to work together to adjust contract language or the language in this MOA to facilitate this transition for the benefit of the AFSCME 1341 members and management.

It is further agreed that this proposal will go into effect beginning July 1, 2016.



Larry Clark,



Marc Hamilton AFSCME President



Tim Elsea, PE, County Engineer