

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF TOPPENISH

And

TEAMSTERS LOCAL UNION NO. 760

FLSA Exempt Supervisors

January 1, 2024 through December 31, 2027

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The purpose of this Agreement, entered into by and between the CITY OF TOPPENISH, hereinafter referred to as the Employer or City, and Teamsters Local Union No. 760 FLSA Exempt Supervisors, hereinafter referred to as the Union, is to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; and to establish and maintain standards for wages, hours of employment, and other conditions of employment.

ARTICLE 1 UNION RECOGNITION - UNION SECURITY & DUES CHECK-OFF

1.1 Recognition: The Employer recognizes the Union as the exclusive bargaining agent for all matters of wages, hours, and conditions of employment for all FLSA Exempt supervisors in the Public Works Department, and Wastewater Treatment Plant.

1.2 Excluded shall be: City Clerk, Deputy City Clerk/Human Resources Assistant, Executive Assistant to the City Manager, Public Works Director, and Superintendent, Police and Fire Chiefs, Captains, Sergeants, Police Officers and Firefighters as defined in RCW 41.56.030(6), Finance Director, Accounting Manager, Recreation & Aquatic Manager, Building Official/Zoning Administrator, Assistant to the Police Chief and confidential employees and all other employees of the City of Toppenish.

1.3 Regular full-time employees are those who have been appointed to a regular full-time position authorized by the City Council.

1.3.1 Regular part-time employees shall be defined as part-time employees with six (6) or more consecutive months of service in their position.

1.4 UNION MEMBERSHIP AND DUES

1.4.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

1.4.2 Questions About Union Membership: If an employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

1.4.3 Signed Dues Deduction Authorization: Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing and must be presented to the Employer's Human Resources. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. If the employee chooses to discontinue union membership and payment of dues, said employee must provide notification to the Union and the Employer. Such discontinuance shall be effective in the next payroll period after notification. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

1.4.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee's name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

1.4.5 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union Representative in writing of any new employee orientation date within fourteen (14) calendar days of the day of employment. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

1.4.6 Hold Harmless and Indemnification: The Union agrees to defend and hold harmless the Employer from all claims, demands, lawsuits, orders, or judgments, etc., brought or issued which may arise from the Employer making a good faith effort to administer the provisions of this Article.

1.4.7 The earnings of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.

ARTICLE 2 EMPLOYEE TRIAL AND EVALUATION PERIOD

2.1 Purpose of Trial Service Period: The trial service period is a continuation of the testing and orientation process during which the employee has an opportunity to demonstrate their ability to perform the requirements of the appointed position at a level that meets City and departmental expectations and standards. The period is a time for management to observe closely the employee's performance in order to achieve an effective match and/or adjustment of a trial service employee to their position, or to determine that a trial service employee's performance does not meet the acceptable standards of the position.

2.2 Length of Trial Service Period: All original and promotional appointments are conditional and subject to a trial service period from the time of appointment. The trial service period is for a minimum of twelve (12) consecutive months of actual service. The successful completion of trial service means that the employee has been appraised and found capable of meeting the performance expectations of the position during the trial service period and is therefore eligible to receive a step increase within their classification range. Absent successful completion of trial service, the employee shall not be eligible to receive a step increase until such time as the trial service period has been successfully completed. The performance appraisal confirming successful completion of the trial service period must be submitted to effectuate the step increase.

2.3 Trial Service Employee Status: During the trial service period, a non-promotional trial service employee may be suspended, demoted, or terminated at any time without cause by the City Manager. The employee's Department Director gives a copy of the trial service employee's performance report(s) to the City Manager. The Department Director gives the City Manager a written appraisal of the employee's performance as well as any written recommendation for the

employee's suspension, demotion, or rejection. A copy of the notification of suspension, demotion, or rejection is given to the trial service employee. Rejection of a trial service employee becomes effective only after approved by the City Manager. An employee rejection is not subject to appeal or grievance. An exit interview may be conducted with a rejected trial service employee by a representative of the Human Resources office.

Trial Service Due to Promotion - A promoted employee may voluntarily revert to their former position within their six (6) months trial service period due to the promotion if the position is vacant. A promoted employee contemplating such action must communicate their interest in this regard to the Department Director as soon as possible to coordinate the timing of the necessary administrative actions. Any employee rejected during the six (6) month trial period following a promotional appointment shall be reinstated to the position (if vacant) from which the employee was promoted or a comparable position unless the employee is discharged for just cause.

2.4 Employee Performance Appraisals: The performance of a trial service employee is appraised at the end of three (3) months and nine (9) months of service. More frequent appraisals may be conducted if deemed necessary by the employee's immediate supervisor or the Department Director. A performance appraisal will also be done prior to the employee completing trial service, and at least annually from that date forward.

Process - The original written appraisal of a trial service employee's performance must be approved by the Human Resources Assistant or designee, City Manager, and placed in the employee's personnel file. A copy of the employee's performance appraisal is given to the employee.

Annual Performance Appraisal - The performance of each regular employee and regular part-time employee is evaluated at least annually by the employee's immediate supervisor and reviewed by the employee's Department Director. The approved City-wide performance appraisal system shall be utilized by all departments for employee performance evaluations. This evaluation may occur at a more frequent interval if deemed necessary by the immediate supervisor or the Department Director.

2.5 Regular Appointment: The Department Director (or their designee) and immediate supervisor shall be responsible for tracking the timing of the completion of the midpoint trial service appraisal and the final trial service appraisal. If the performance of the trial service employee has been satisfactory, the Department Director submits a written appraisal to the Human Resources office at least two (2) weeks prior to the expiration of the employee's trial service period. The City Manager shall act on the recommended action, changing an employee's status from trial service to regular. Regular employment status means that an employee has been deemed capable of meeting the performance expectations of the position.

2.6 An employee shall establish seniority when he has been in the employment of the Employer for a period of thirty (30) days since his first (1st) date of employment or the end of his last break in service, whichever is later. An employee who acquires seniority status shall be considered to have acquired such status upon his first (1st) date of employment or at the end of his last break in service, whichever is the later.

2.7 Seniority shall be defined as follows: the length of an employee's continuous service within a job classification within the bargaining unit.

2.8 Layoff/ Recall: Seniority shall prevail in the case of layoff or rehire. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the Employer must show sufficient cause for not rehiring or laying off such senior employee.

Each employee shall be given at least ten (10) working days' notice of reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' notice prior to leaving the City employment. This shall not apply to dismissals carried out under Article 11.

2.9 Promotions: With respect to promotional opportunities, vacancies will be e-mailed to all employees and posted on the City's website for a period of at least five (5) working days. Any employee desiring to be considered for such position shall submit an application along with a cover letter stating the reasons why they should be selected for the vacancy including their qualifications and job knowledge relating to the position, training, abilities, and physical fitness to Human Resources.

2.9.1 It is agreed that in considering employee applications for promotion, the normal selection procedures of the Employer will be followed, and the following factors shall be considered in the order named:

1. Job knowledge relating to the position, past and present experience, training, ability, and physical fitness.
2. Length of continuous service with the department.

Where factor (1) is relatively equal between competing employees, then factor (2) shall govern making the promotion.

2.10 It is the policy of the Employer to afford the opportunity for advancement to each employee in the bargaining unit. Toward this end, the Employer will allow the employees paid time away from the job to attend such job-related short-schools and seminars which may be approved by the appropriate department head and may be, from time to time, offered by various State or Federal agencies; colleges and universities; Association of Washington Cities; private sponsors, or accredited trade schools. The cost of registration, reasonable cost of lodging, meals, and other applicable expenses, shall be paid by the Employer to the employees requesting advance travel funds or for reimbursement for the expenses incurred for such schools or seminars previously approved.

2.10.1 In no day of such training or seminars will an employee be paid for more than eight (8) hours per day; furthermore, time in such training is exempt from overtime provision of this Agreement.

2.11 Employees transferring between departments covered under this Agreement shall not have their seniority rights affected.

2.12 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

2.12.1 voluntarily leaves the service of the Employer;

2.12.2 is discharged for just cause;

2.12.3 is laid off for a period in excess of thirteen (13) consecutive months.

2.13 In cases where two (2) or more employees start to work in a department on the same day, the date of application for employment shall establish seniority. If the date of application is the same, the time of interview establishes which is the senior employee.

ARTICLE 3 HOURS OF WORK AND OVERTIME

3.1 Established Workdays and Workweeks: The standard workday for employees may range between eight (8) hours and ten (10) hours. The standard work week is forty (40) hours. Hours worked in excess of eight (8) hours may be common in order to complete assigned duties, positions covered by this Agreement.

Days Off: Days off shall be consecutive and shall include a Saturday or Sunday unless provisions are made for rotating other days off.

Lunch/Rest Periods - On a regular 8- or 10-hour assignment a FLSA Exempt Supervisor may take an unpaid meal period of (1) hour. At least two (2) rest periods not exceeding fifteen (15) minutes are afforded each employee during a standard eight (8) or ten (10) hour workday. Flexibility of meal or rest periods is prearranged between the employee and the immediate supervisor or Department Director or Chief of Police as applicable.

3.2 **Exceptions to Established Work Hours:** A Department director will make a good faith effort may not to change an employee's work period with less than five (5) working days' notice. However, fewer than five (5) days' notice may be given due to emergency, peak workload, or due to absence, consistent with the needs of the City, or as agreed upon by the employee.

3.3 **Attendance:** Supervisors must report for their work assignments at the times and places set by their Department Director.

3.4 **Pay Periods:** The Employer will pay employees twice monthly. If pay day falls on a Saturday or Sunday, the Friday preceding either of these days shall be the pay day. If the pay day falls on a holiday, the preceding day shall become pay day. Any errors in the employee's pay shall be corrected on the next paycheck, or as soon as possible after the next paycheck.

Emergency Draws - An emergency draw may be granted upon approval of the Finance Director or City Manager for a critical and completely unexpected, non-recurring expense. The amount of the emergency draw may not exceed fifty percent (50%) of the employee's regular net monthly salary.

3.5 **Deductions:** Deductions from employees' pay are subject to current laws, contracts, and the Personnel Policy. They include the following:

1. Deductions required by law and contracts, which include Federal withholding tax, Social Security tax, State retirement systems, recognized

employee organization dues, wage garnishments, and health care insurance co-payments; and

2. Deductions can be arranged for the credit union, United Way, deferred compensation, recognized employee organizations, and other deductions as approved by the City Manager. These types of deductions are arranged only upon receipt of written authorization from an employee.

3.6 FLSA Exempt Employee: Exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the department for which they work. If the Employer assigns an employee in the bargaining unit to assume the full duties and responsibilities of a position in a higher classification in the bargaining unit, then the employee shall be paid acting pay in the amount as set forth in Article 3.7.2.

3.6.1 Eligibility for such acting pay shall be after the completion of eight (8) consecutive hours of work in such assignment and shall be paid for all hours worked.

3.6.2 The prevailing differential rate between classifications will be paid, provided that the employee's acting pay shall not put him in a position of receiving more money than he would receive if acting in that higher classification and that such pay does not exceed five percent (5%).

3.7 Exempt Employee Administrative Leave: FLSA-exempt employees may be authorized to use "administrative leave" or time off with pay to mitigate excessive hours of work beyond the normal workweek. Exempt employees are not paid overtime or given compensatory time off. Requests for a full workday of administrative leave will be submitted in writing and cite the nature and extent of excessive hours worked. If administrative leave is requested, a completed Personnel Management form (PM1) must be approved by the City Manager. Use of this leave shall not impact the Employee's FLSA exempt status.

Leave Record keeping - For reasons of public accountability, records of all employees' use of leave are maintained in accordance with State records retention schedules.

3.8 Paid Holidays:

Regular Holidays –The following holidays are recognized as municipal holidays for pay purposes; all regular and regular part-time employees have these days off with pay.

New Year's Day
Martin Luther King Day Presidents' Day Memorial Day
Independence Day Labor Day
Veterans' Day Thanksgiving Day
Day after Thanksgiving Day Christmas Eve Day Christmas Day
Floating Holiday

When a day recognized as a holiday by the City falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday by the City falls on Saturday, the preceding Friday is observed as the holiday.

Floating Holiday – The floating holiday must be taken by December 31st of each year. It may be taken any time during the year, subject to approval by the immediate supervisor. The floating holiday may only be used in a one-day increment and not hour by hour. In all other respects, the floating holiday shall be treated as a regular holiday.

Unpaid Holidays for reasons of Faith and Conscience – City employees may request up to two unpaid holidays per calendar year for reasons of faith and conscience or an organized activity conducted under the auspices of a religious denomination church or religious organization. An employee may select the days on which he or she desires to take the two unpaid holidays after consulting with the director of his/her department.

3.9 Exempt Employee Holidays: When a day designated as a holiday under the provisions of this Collective Bargaining Agreement, or such other day as authorized by the City, falls on an eligible covered employee's normally assigned day off, the employee receives a workday off to be taken later with the mutual agreement of the Department Director or City Manager.

3.10 Alternative Work Schedules: A couple of examples of an alternative to the standard 5 days/8 hours per day work week is the four (4) days per week/ten (10) hours per day (4-10) work schedule. The alternative work schedule is defined as follows:

1. Approval by the Department Director;
2. Approval by the affected employee;
3. All sections of the Personnel Policy Manual apply to the alternative schedule except as noted;
4. Employees are committed to working the alternative work shift for the duration of its schedule; however, employees may return to a regular 5-8 work schedule upon written request to their Department Director and with reasonable notice. The Department Director may return the employee to a regular schedule with reasonable notice if the director finds the alternative schedule to be adversely impacting the department or provision of City services;
5. The alternative schedule may be proposed by either the supervisor and Department Director or by the affected employee and shall include the proposed hours of work, the duration, days off, and affected classification;
6. The City will strive to accommodate employees' requests for three (3) consecutive days off and will ensure at a minimum that at least two (2) of the three (3) days off are consecutive.
7. During an alternative work schedule, holiday hours may be taken at the rate of eight (8) hours per workday. The additional two (2) hours may be taken as vacation time.
8. Regardless of the Alternative Work Schedule, employees covered by this Agreement may be required to work as many hours as necessary to provide public services for which they were hired.

3.11 Public Health, Safety and Welfare: Both parties agree that the public health, safety, and welfare depend on the prompt delivery of quality public services and to this end both the Union and City recognize their individual and collective responsibilities to work together to create the most effective and efficient type of manpower scheduling to serve and prevent any threat to the public health, safety, and welfare.

ARTICLE 4 VACATIONS

4.1 Eligibility: Regular employees and regular part-time employees are eligible to use accumulated vacation leave after the completion of the probationary period or after six (6) months, whichever is less. Use of these accrued and accumulated vacation hours are subject to approval by the employee's immediate supervisor. An employee's vacation may not exceed the amount of vacation time the employee has actually accrued and accumulated.

Temporary and emergency employees are not eligible to earn vacation leave with pay.

4.2 Vacation Accrual: Vacation leave is accrued starting on the employee's first day of employment.

1. First three (3) years (1-36 months) of continuous service: 8 hours per month;
2. Through fifth (5th) year (37-60 months) of continuous service: 10 hours per month; and
3. Through of ninth (9th) year (61-108 months) of continuous service: 12 hours per month.
4. Through fifteenth (15th) year (109-180 months) of continuous service: 13.3 hours per month; and
5. Through fifteenth (15th year) and beyond (181+months) of continuous service: 16.67 hours per month.

Vacation leave for a regular part-time employee is accrued from their employment date at a pro-rated amount.

4.3 Use of Vacation:

Scheduling – The dates and length of time an employee's use of accumulated vacation leave requires prior approval by the employee's Director. Employees are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests with their supervisor. Any vacations scheduled during the calendar year (and requested over twenty (20) days in advance of the requested time off), shall be scheduled in order of request without regard for seniority. All requests for leave are subject to approval by the Department Director or his designee. If a request is denied, the reason for such denial shall be communicated to the employee in writing.

Maximum Hours – Vacation leave may be used as accumulated. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the

end of the current pay period. As of December 31, of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred sixty (240) hours. Any accrued vacation leave in excess of 240 hours will be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.

Vacation accruals during months when an employee works less than the standard workweek will be prorated based on the number of hours actually worked.

4.4 Vacation Payoff at Termination: A terminating employee is paid for accrued and accumulated vacation leave (to a maximum of 240 hours) at the rate of pay in effect at the time of separation. However, no employee shall lose accumulated leave time because their request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

4.5 Effect of Extended Military or Other Leave of Absence: An employee who is granted a military or other leave of absence exceeding one hundred and eighty (180) calendar days may request payment for accumulated vacation leave that remains on their record. An employee may also request payment for any accrued vacation as of the date the employee's military leave commences.

4.6 Vacation Cash-Out and Required Vacation: An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave. The maximum number of vacation hours that may be exchanged is forty (40) hours. An employee who requests a cash payment for up to forty (40) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least one (1) week of actual vacation/rest time each calendar year. In addition, the utilization of this benefit may not draw down the employee's vacation below forty (40) hours.

ARTICLE 5 SICK LEAVE

5.1 Use of Sick Leave: An employee is authorized to use sick leave for the following reasons:

1. An absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
3. When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or when the employee's place of business or child's school has been closed due to a declaration of emergency.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this policy are:

"Family member" means any of the following:

- a. A child including biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is de facto parent regardless of age or dependency status, and any person who has an expectation of care of the employee.
- b. A biological, adoptive, de facto, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c. Spouse;
- d. Registered domestic partner;
- e. A grandparent;
- f. A grandchild; or
- g. A sibling.

1. "Serious health condition" as defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

2. "Sick leave" means time allowed to an employee for one of the uses outlined in Section 7.01. Other paid time off (i.e., vacation, and compensatory time) can be substituted for sick leave if the employee chooses and provisions of the use as defined in 4.3 are followed; and Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work. •

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Manager may require verification that an

employee's use of paid sick leave is for an authorized purpose. The employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. However, an employee need not incur unreasonable burden or expense in order to comply with a verification request. A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request.

5.2 Eligibility: Regular , regular part-time, and trial service employees, temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave.

5.3 Accrual and Carry Over: Regular employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Sick leave accruals during months when an employee works less than the standard workweek is prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours.

An employee may carry over from calendar year to calendar year no more than 960 hours of accumulated sick leave.

5.4 Accumulation and Sick Leave Benefit upon Separation. Upon resignation after completing at least 10 (10) years of continuous service, death, or retirement through the Department of Retirement System an employee or their estate/beneficiaries shall be paid for 25% of a maximum of 960 hours of their accumulated sick leave.

5.5 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Manager. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

5.6 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be compensated with their accumulated sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

ARTICLE 6 OTHER LEAVES OF ABSENCE

Note: All leave provided in this chapter, if taken for purposes covered by the Family and Medical Leave Act, run concurrently with FMLA and apply toward an employee's 12-week entitlement, unless otherwise indicated.

6.1 Authorized Leave of Absence without Pay: A leave of absence is not a right, but a privilege. Leaves of absence, other than those that qualify as family or medical leave may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an

employee who presents the reason for the leave. Approval will be made in writing according to the following provisions:

1. A request for a leave of absence without pay for one (1) week or less may be granted by the Department Director, depending on the merit of the individual case;
2. A request for a leave of absence without pay in excess of one (1) week may be granted by a Department Director with the approval of the City Manager, depending on the merit of the individual case; and
3. A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first. A leave of absence may not exceed twelve (12) consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination. Such leave of absence, or extension, shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided, when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.

6.2 Bereavement Leave: In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday, will be granted to regular full-time employees. The phrase "immediate family" for the purpose of this bereavement policy includes the employee's spouse, registered domestic partner, children, parent, parent-in-law, brother/sister, brother/sister-in-law, grandparent, grandchildren, and equivalent step relatives. "Extended family" for the purpose of this bereavement policy includes the aunts, uncles, nieces, nephews or cousins of the employee, employee's spouse.

For immediate family members, twenty-four (24) consecutive work hours off with pay, per occurrence, will be approved to attend and/or make arrangements for the funeral or memorial service. For an extended family member, eight (8) consecutive work hours off with pay, per occurrence, will be approved to attend the funeral or memorial service.

An additional sixteen (16) consecutive work hours off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds one hundred-fifty (150) miles each way.

Nothing in this section precludes an employee from utilizing approved vacation, comp time or holiday-in-lieu time in conjunction with bereavement leave. Said leave to be approved by the Department Director.

6.3 Military Leave of Absence: Military leave is granted according to the provisions of Federal and State law which provide for unpaid leave for employees required to fill an obligation as a member of the Armed Forces Reserves. Whenever possible, the employee making a request for a military leave of absence will notify an immediate supervisor of the request ten (10) working days before the beginning date of the leave of absence. Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period as established by RCW (currently the calendar defined by statute is October 1 to September 30). It is the intent of this section that it conforms with Section 38.40.060

of the Revised Code of Washington and applicable federal law.

6.4 Maternity Leave of Absence: Maternity leave is leave granted an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee's physician releases her for work. Maternity leave is in addition to the provisions of leave as outlined in Chapter 11 of the Personnel Policy Manual - Family and Medical Leave.

6.5 Subpoena:

Related to Employment - An employee who is subpoenaed to appear in court as a witness in a matter arising from their job-related duties with the City is granted leave with pay when the employee appears during their workday. Compensation received by the employee for witness or subpoena fees, and for mileage when traveling in a City-owned vehicle is remitted to the City. Compensation for mileage, when traveling in a private vehicle, is retained by the employee.

Not Related to Employment - If an employee is subpoenaed to appear in court as a witness in a matter not arising from their job-related duties with the City, they will use accumulated leave and provide a copy of the subpoena to their immediate supervisor. Compensation for witness or subpoena fees, mileage, and subsistence is retained by the employee.

6.6 Jury Duty: A regular employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks or until released, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received. Compensation for mileage when the employee uses their own vehicle, and the subsistence allowance is not to be considered as fees and are retained by the employee.

Notice - Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury.

If a regular employee is serving jury duty when they are off duty or using vacation or personal leave, all fees, mileage, and subsistence allowances are retained by the employee.

ARTICLE 7 FAMILY AND MEDICAL LEAVE POLICY

7.1 Policy Statement: In accordance with the Federal Family and Medical Leave Act (FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

1. The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12-month period beginning on the date of such birth or placement;
2. In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition; and
3. An employee's own serious health condition that makes the employee unable to

perform the essential function(s) of their position.

7.2 Definitions:

Twelve-Month Period - A rolling twelve-month period measured backward from the date family and medical leave is taken. The period continues with each additional family and medical leave day taken.

Spouse - Either member of a legally married or registered domestic partner. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. Example, if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks due to his or her own serious health condition.

Child - A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or stepchild. Serious Health Condition - A serious health condition is an illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health provider. Continuing treatment involves:

1. A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;
2. A period of incapacity due to pregnancy or for prenatal care;
3. Treatment for chronic serious health conditions such as asthma and diabetes which (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity; and
4. Treatments for serious conditions such as cancer that may not be incapacitating but without treatments would result in a period of incapacity of more than three (3) consecutive days.

Health Care Provider - Any health care provider that is recognized by the City or accepted by the City's group health plan. This may include physicians, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse midwives and clinical social workers.

7.3 Eligibility for Leave: To be eligible for family and medical leave, an employee must have been employed by the City for at least twelve (12) months. Employees must have worked 1,250 hours during the 12 months prior to the commencement of leave. Vacation, personal leave, sick leave, or unpaid leave are not included in the 1,250-hour calculation.

7.4 Intermittent or Reduced Leave: An employee may take FMLA leave on an intermittent basis (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the City and the employee agree to such a schedule.

Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the intermittent leave schedule and the expected duration. Employees are required to schedule intermittent leave that is foreseeable, so as not to unduly disrupt the City's operations and so the City can assign employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

For regular part-time employees and employees who work variable hours, the FMLA entitlement will be calculated on a prorated basis. A weekly average of the employee's hours worked over the twelve-week period before the beginning of the family and medical leave will be used for calculating the employee's normal workweek.

7.5 Substitution of Paid Leave: After an employee on FMLA leave has exhausted their accumulated vacation or sick leave, the remainder of the FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) weeks.

An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to work-related illness or injury will count toward the employee's FMLA benefit.

The FMLA Act does not allow for the substitution of compensatory time for unpaid FMLA leave.

7.6 Designating Leave as FMLA Leave: The City has the authority to designate before leave starts, whether any paid leave to be taken counts towards an employee's FMLA leave entitlement and will notify the employee immediately upon learning that it qualifies as FMLA leave. The initial notification to the employee may be oral but will be confirmed in writing by the next regular payday. The City's designation is based upon information obtained from the employee or the employee's spokesperson (e.g., spouse, parent, physician, etc. if the employee is incapacitated). The employee must provide enough information to enable the City to make a determination, if not; the City may make a tentative designation until further inquiry is made to obtain the additional information.

7.7 Employee Notice Requirements: An employee must provide the City with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. Failure to provide the notice will give the City the right to delay the taking of leave until at least thirty (30) days after the date the employee provides notice to the City of the need for FMLA leave. If thirty (30) days' notice cannot be provided, notice must be given as soon as practicable. Verbal notification should be provided within one or two business days of when the need for leave becomes known to the employee. When planning medical treatment, the employee

will consult with the City and make a reasonable effort to schedule the leave so as not to "unduly disrupt the City's operations, subject to the approval of the health care provider."

Medical Certification - If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. When the leave is foreseeable and at least 30 days' notice has been provided, the medical certification should be provided before the leave begins. The City will allow at least 15 calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by the Human Resources office.

Second Opinion - The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.

If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred to obtain the second and third opinions.

Confidentiality - All documentation related to the employee's or family member's medical condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.

7.8 Payment of AWC Health Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the AWC health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave. The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave is unpaid, the City requires that payment of the employee's portion of the payment of health benefit premiums be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.

The City's obligation to maintain AWC health benefits ends after a premium payment is more than 30 days late. The City will provide 15 days' notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.

Failure to Return to Work - The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation,

recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."

7.9 Rights upon Return to Work: When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Family Medical Leave Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job. The employee's restoration rights are the same as they would have been if the employee had not been on FMLA leave. For example, if the employee's position would have been eliminated, or if the employee would have been terminated, the employee does not have the right to be reinstated upon return from FMLA leave.

Seniority - An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return - Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but where foreseeable, should give the City reasonable advance notice, generally at least two working days.

Request for Extension - An employee should give reasonable notice to the City of the need for an extension, and provide updated medical certification, if appropriate, if less than the 12 weeks of FMLA leave has been used.

Failure to Return to Work - An employee who does not (or is unable to) return to work after exhausting the 12 weeks is no longer protected by FMLA. If the employee is able to return at some time after the 12-week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

Paid Family Medical Leave – An employee may be eligible for Washington's Paid Family Medical Leave in addition to FMLA. The employee should work with Human Resources to determine eligibility for this leave as soon as the employee becomes aware of a serious health condition prevents them from working. PFML may be used for the employee's own serious health condition, or to care for a family member with a serious health condition, or bond with a new baby or child in your family, or spend time with a family member who is about to be deployed overseas or is returning from overseas deployment.

ARTICLE 8 SHARED LEAVE POLICY

8.1 Policy Statement: The purpose of shared leave is to permit City employees to come to the aid of a fellow City employee who is suffering from or has an immediate family member suffering from an extraordinary medical emergency. The severity of the emergency would cause the employee to take leave without pay or to terminate employment without shared leave. Shared leave may be donated to an employee who is taking FMLA leave to enable the employee out on FMLA leave to continue to be paid during their absence. Application of shared leave will not affect the

duration of that employee's 12-week entitlement.

8.2 Eligibility Criteria: The Human Resources Assistant or designee, with the City Manager's approval, permits an employee to receive shared leave if:

1. The employee suffers, or has an immediate family member suffering from, an illness, injury, impairment, physical or mental condition which is of an extraordinary or severe nature and which would otherwise cause, or be likely to cause, the employee to go on a leave without pay or terminate employment with the City;

For the employee to receive donated leave the employee must first exhaust the entire employee's own accumulated compensatory, sick leave, and vacation.

2. Prior to the use of shared leave, the employee has abided by the City's sick leave policy;

The employee has diligently pursued and is found to be ineligible for worker's compensation insurance benefits and/or Washington Paid Family Leave

3. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department; and
4. The employee provides appropriate medical justification and documentation both of the necessity for the leave and the length of time which the employee reasonably can be expected to be absent due to the condition.

8.3 Amount of Leave Received: The Human Resources Assistant, with the City Manager's concurrence, verifies the amount of shared leave, if any, the employee needs to receive per the guidelines below:

1. An employee may not receive more than six (6) months of shared leave per occurrence; and;
2. To the extent possible, shared leave is to be used in a consecutive and continuous basis.

8.4 Transfer Process: Employees may request the approval of the transfer of a specified amount of vacation leave, sick leave, or compensatory time to a leave bank for the benefit of an employee who is authorized to receive shared leave as provided therein.

1. To be eligible to donate vacation or sick leave, an employee must have a minimum accrued balance of forty (40) hours of vacation or sick leave. Accrued compensatory time may also be donated. All transferred leave will be in increments of one (1) hour and is voluntary;
2. While on shared leave, an employee continues to be classified as a City employee and is eligible for all compensation (salary and benefits) they would be otherwise

receiving if using paid leave;

3. The employee's total compensation, including self-insured workers compensation insurance, may not exceed the compensation the employee would have received while in regular paid status; and
4. For those employees who prefer to donate or receive shared leave in confidence, every effort will be made to respect the individual's privacy.

8.5 "Value" of Leave: Shared leave will be transferred on an hour-for-hour basis.

1. Shared leave will be converted to sick leave for the recipient.
2. The Finance Office is responsible for transferring the donated hours to the leave balances of shared leave recipients. Records will be maintained in the event any unused leave time is returned at a later date; and
3. Unused leave will be returned to donating employees on an equal basis. The Human Resources office determines when shared leave is no longer needed.

8.6 Monitoring: The Human Resources office will monitor the use of shared leave to ensure equal treatment of all City employees. Inappropriate use may result in the cancellation of donated or unused shared leave.

An employee currently receiving shared leave who leaves City service is not paid for the remaining balances of any donated and unused shared leave.

ARTICLE 9 TERMINATION OF EMPLOYMENT

9.1 Upon termination of employment for any reason, all regular full-time and regular part-time employees shall receive severance pay for:

9.1.1 accrued and unused vacations as provided for in Article 4.4 of this agreement (if applicable);

9.1.2 overtime for which pay has been authorized;

9.1.3 pro-rata longevity pay, where applicable.

9.1.4 sick leave cash-out as provided for in Article 5.4 of this agreement (if applicable).

9.2 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with state statute (RCW, Title 11).

ARTICLE 10 DISCIPLINE - DISCHARGE-SUSPENSION - WRITTEN WARNING NOTICE

10.1 The Employer shall not discharge, demote, or suspend any employee without just cause. The Employer retains the right to discharge new employees at will during or at the end of the designated probationary period and the discharge shall not be subject to further recourse under this

Agreement.

10.2 Progressive Discipline: Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the object of correcting the problem(s). Often counseling and verbal warnings will accomplish the objective, but in certain situations, written warning(s), reprimand(s), suspension, demotion, or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

10.2.1 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

10.3 If a written reprimand is to be issued, the employee shall be informed by his supervisor of the impending action, and a meeting shall be scheduled within seven (7) calendar days to explain the grounds for discipline. At said meeting, the employee shall have the right to be accompanied by a representative and afforded the opportunity to present information and/or ask questions.

10.3.1 Upon issuance of a reprimand, a copy shall be provided to the employee. The employee shall have the right to appeal and/or submit a written answer to any and all charges within seven (7) calendar days. Any written answer shall be made a part of the reprimand and the employee, and the supervisor shall sign both documents. Said signatures do not signify admission or concurrence, but merely acknowledgment.

10.3.2 A written reprimand may be appealed in accordance with Article 11 – Grievance Procedure of this Agreement.

10.4 In the event an employee is to be suspended, demoted, or discharged, a written notice of such action, and the reasons, therefore, shall be provided to the employee and the Union Business Representative. Such notice shall be given no later than twenty-four (24) hours prior to the effective date of suspension, demotion, or discharge. Any such disciplinary action(s) may be appealed through the Grievance Procedure of this Agreement. Appeals shall be made in writing to the Employer within ten (10) calendar days of the employee's receipt of the Employer's original notice. If no appeal is submitted within the designated time period, the Employer's action will be deemed justified and conclusive.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11.1 Policy: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of the employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

11.2 "Grievance" as used herein shall mean any dispute involving the interpretation or

application of the provisions of this Agreement.

11.3 Procedure: The following procedure is established to resolve grievances provided, however, that any member of the bargaining unit, at any time, may present his grievance to the City in accord with R.C.W. 41.56.080.

11.3.1 Step 1: An employee having a concern which he feels could be a grievance shall bring up and discuss the matter within fourteen (14) calendar days of the date that the incident being grieved occurred, or it shall be deemed waived. The employee shall first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment consistent with the terms of this Agreement. The supervisor shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is raised by the employee. The employee shall have the option of being accompanied by a Union Representative if he/she feels it is necessary.

11.3.2 Step 2: If the grievance is not resolved with the decision of the employee's supervisor in Step I, then the Union and the employee within fourteen (14) calendar days after the supervisor's decision shall discuss the matter with his/her department head in an attempt to resolve the grievance. The department head shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is submitted to the department head.

11.3.3 Step 3: If the grievance is not resolved with the decision of the appropriate department head, then within fourteen (14) calendar days of the department head's determination the grievance shall be reduced to writing and submitted to the City Manager. The written grievance shall include the reasons why the employee or Union believes the department head's interpretation and/or application of the Agreement are incorrect and the proposed resolution of the grievance. The Union and the City Manager shall attempt to resolve the grievance within fourteen (14) calendar days after the grievance is submitted to the City Manager.

11.3.4 Step 4: If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to arbitration. There shall be no withholding by either side of known facts or evidence relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

Upon demand for arbitration, both parties shall immediately petition the Public Employment Relations Commission (PERC) for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant and shall be final and binding.

The arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbiter shall

confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union, and Employer.

Either party has the right to have a representative represent them at any step of the grievance procedure.

11.3.5 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

11.3.6 Time limits are mandatory but may be extended by mutual agreement. Provided, however, any request for extension must be made before the applicable time limit has expired.

ARTICLE 12 WORKING CONDITIONS AND SAFETY COMMITTEE

12.1 The Employer shall provide laundry service for uniforms which are to be provided for all regular full-time public works employees covered by this Agreement.

12.2 The Employer agrees to make available rain gear (pants, coats, hip boots, and rubber gloves) and winter gear (coats, hats, and gloves) for full-time public works employees and will replace on a fair wear and tear basis. The employee will wear the gear on the job only; the Employer will select the gear.

12.2.1 In addition to the above gear, the employer will provide safety boots for Public Works employees on an as-needed basis, no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by the Department Director to be no longer serviceable. The annual boot allowance is \$200.00. The employee may opt to buy a more expensive pair of boots and pay the difference at the time of the purchase, however Article 12.5 of this contract applies.

12.3 If the City requires uniforms for any position, the City shall provide them at no cost to affected employees. and shall provide uniform cleaning and maintenance as required to maintain clean and serviceable based on exposure to chemicals and to minimize exposure.

12.4 No employee shall be required to provide tools for City work.

12.5 Upon termination of employment with the Employer, all clothing, equipment, and tools provided by the Employer shall remain with the Employer.

12.6 **Safety Committee**: The Employer and the Union agree that it is of mutual interest to establish a Safety Committee responsible for such programming, risk management, injury investigation, recommendations for corrections, and evaluation of work-safety procedures as, from time to time, may be necessary.

12.6.1 The Union agrees that members of the bargaining unit designated by management, or who have been elected by employees of the Employer, shall actively participate in the affairs of the Safety Committee which includes, but is not limited to, the scope of work performed by the bargaining unit.

12.6.2 The Employer agrees that such committee service is important to the well-being of both the employee and the Employer. Toward this end, the Employer will provide time for meetings related to employee safety during regular working hours for all approved meetings.

12.6.3 It is the intent of the Employer to compensate for committee service at regular base pay. Committee service is to take place during regular working hours and no premium or overtime pay shall be made for committee services.

ARTICLE 13 HEALTHCARE BENEFIT PLANS

13.1 Medical - Employee: The Employer shall pay, on behalf of the individual regular full-time employees of the bargaining unit, the total health/medical insurance premium for each employee who is enrolled and eligible for coverage. The City will pay 90% of the total premium cost of the plan for the employee and 90 % of their qualified dependents and employees will pay 10% of the premium for their qualified dependents upon ratification.

13.2 Effective January 1, 2025, the Employer will continue to contribute toward the Association of Washington Cities, "Health First 250" or substantially equivalent medical program and Washington Teamsters Welfare Trust Dental Plan A and Washington Teamsters Welfare Trust Vision Plan EXT.

13.3 In the event that the members of the bargaining unit elect to cancel any of the above-cited plans, an amount equal to the resulting premium savings shall be reduced from any portion of the premiums paid by employees. If the employee amount is reduced to nothing (\$0), there shall be no other reimbursement or compensation paid employees.

13.4 Employee Responsibility: Each employee has been provided a copy of this Agreement and current copies of the benefit description booklets for each of the above cited plans. It is the responsibility of the employee to read this material, to determine when they will become eligible for each benefit. In the event an employee should have a month go by in which they are not compensated for the required number of hours for the Employer to pay their premium, it is the employee's responsibility to make alternate arrangements for premium payment to continue coverage(s).

13.5 Insurance Carrier Designation: For the term of this Agreement, the Employer shall maintain participation in the designated Teamster Trusts (i.e., vision and dental), so long as they meet benefit and claim commitments. However, the Employer retains the right to select the insurance carrier for the medical plan, provided benefit levels are not materially reduced or the cost to the employees increased.

ARTICLE 14 WAGE RATES - OTHER PROVISIONS

14.1 The wage rate for the classifications covered by this Agreement shall be as set forth in Appendix "A" attached to this Agreement and made a part of this Agreement by reference.

14.2 Each member of the bargaining unit shall receive longevity pay based upon the schedule contained in Appendix "B" which is made a part of this Agreement by reference.

14.3 Deferred Compensation: The City shall offer employees deferred compensation accounts,

based on a program/administrator selected by the City. The City shall match employee contributions on a dollar-for-dollar basis, up to a maximum of two percent (2%) of an eligible employee's base pay per pay period.

ARTICLE 15 LIABILITY INSURANCE

15.1 The Employer agrees to provide insurance coverage and/or legal defense services to employees to reasonably protect them from liability lawsuits brought by third (3rd) parties due to acts performed in the line of duty and within the scope of employment. It is understood that said protection does not extend to any dishonest, fraudulent, criminal, or malicious act(s).

ARTICLE 16 UNION ACTIVITY

16.1 Bulletin Board: The Employer agrees that employees covered by this agreement may use the Teamsters Union bulletin board already provided for in the non-supervisors contract.

16.2 Leave for Union Business: The Steward, without loss of pay, shall be provided time to meet with the City for the purposes of contract negotiations, grievance meetings, or disputes arising from the interpretation of this Agreement. Any such meeting shall take place and be scheduled while the Steward is on duty. A reasonable time shall be given to discuss union business and/or the matters or reasons for the grievance with the affected employee. The City shall allow one (1) employee from each represented group to be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiations sessions might continue into the employees off duty time without compensation.

ARTICLE 17 ARTICLE 17-MISCELLANEOUS PROVISIONS

17.1 Medical Exams: Any physical and/or mental examination(s), except for physicals required for purposes of entrance and applications, State disability requirements and Retirement System requirements, which are required by the Employer, shall be taken on Employer time, and shall be paid by the Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

17.2 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

ARTICLE 18 PERSONNEL FILES

18.1 File Access: An employee or designated representative shall have the right to view material in his personnel file during regular business hours (9:00 A.M. to 5:00 P.M., Monday through Friday). Requests for copies will be honored at a cost of ten cents (\$.10) per copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee. The Employer may withhold internal investigatory information until such time as such information is used for disciplinary action.

18.2 The Employer will provide an employee with a copy of any derogatory or negative report placed in their personnel file at the time of the action.

ARTICLE 19 RIGHTS OF PARTIES

19.1 Management: It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge for just cause; to relieve employees due to lack of work or funds, and to make and enforce reasonable rules and regulations.

19.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 20 CONTINUATION OF WORK

20.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with Employer functions by employees under this Agreement and should same occur the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

20.2 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.

ARTICLE 21 SAVINGS CLAUSE

21.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any Article or Section of this Agreement, or any addendums thereto, should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with law or enforcement of any Article should be restrained by said tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 TERM OF AGREEMENT

22.1 This Agreement shall be in full force and effect from and including January 1, 2025, through December 31, 2027 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SIGNED FOR THE CITY:

City Manager

Date

ATTEST:

City Clerk

Date

SIGNED FOR THE UNION:

Secretary Treasurer

Date

APPENDIX “A” – CLASSIFICATION & WAGE RATES

FLSA Exempt Supervisors - Teamsters: Effective Upon Ratification 2025 - 2% COLA (non-retroactive) Effective January 1, 2026 - 2% Wage Increase Effective January 1, 2027 - 2% Wage Increase							
Class Title	5% increments						
	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Supervisor	6,149	6,456	6,779	7,118	7,474	7,848	8,240

Effective the date of ratification of this Agreement, bargaining unit members shall be moved one step higher than their step as of January 1, 2025. Subsequent step increases shall be effective the first full pay period of January 2026 and January 2027.

APPENDIX “B” – INCENTIVE PLANS

LONGEVITY PAY PLAN

1.B.1 Longevity Pay: Each regular full-time member of the bargaining unit shall receive longevity pay based upon the schedule listed in this Article.

2 nd through 5 th year of service	\$20.00 per month,	\$240.00 per year
6 th through 10 th year of service	\$70.00 per month,	\$840.00 per year
11 th year of service and thereafter	\$170.00 per month,	\$2,040.00 per year

Regular part-time employees who are employed on a continuing, regular basis without a break in employment shall receive longevity pay on a proportionate basis of hours worked per the appropriate schedule provided above.

Longevity shall be paid in a lump sum on the fifteenth (15th) of December of each year.

INTERPRETER PAY

1.B.2 Interpreter: Employees shall receive interpreter pay of 2.50% of their base wage per month. Employees must pass a proficiency test administered by the City or their designee to qualify. This pay premium shall not be used in calculation of overtime compensation. Interpreter pay will be provided as long as the City determines there is a need for the skill.