

COLLECTIVE BARGAINING AGREEMENT
By and Between

THE CITY OF TOPPENISH

And

TEAMSTERS LOCAL UNION NO. 760
Representing Public Works, Office Clerical, Dispatch and Jail Support
Employees

ORIGINAL

January 1, 2013 through December 31, 2016

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The purpose of this Agreement, entered into by and between the CITY OF TOPPENISH, hereinafter referred to as the Employer, and Teamsters Local Union No. 760, 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 regular full-time and regular part-time employees in the following departments: Public Works Department, including streets, sewer, water, garbage, wastewater treatment plant; Parks Department including parks and cemetery; City Clerk-Treasurer's Department including the office clerical staff for the above-named departments and Police Department/Jail Support Staff including dispatch, jail & maintenance.

1.2 Excluded shall be: Secretary to the City Manager, Public Works Director, Public Safety Director, Sergeants and Police Officers as defined in RCW 41.56.030(6), Secretary to the Public Works Director, Public Works Supervisor, Finance Director/City Clerk, Parks & Recreation Director, Assistant Directors of the Recreation and Public Works Divisions, supervisors, 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.

1.4 Union Security: It shall be a condition of employment that each employee of the Employer covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agrees to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

1.4.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bonafide religious tenant or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular union initiation fees and regular union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fee and monthly

dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.

1.4.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.

1.5 When an employee fails to fulfill the obligations as set forth in Section 1.4 or 1.4.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 1.4 or 1.4.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 1.4 or 1.4.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.

1.6 New Hire Notice: When the Employer hires a new employee the Employer shall within fourteen (14) calendar days of the date of employment, notify the Union in writing, giving the name, hire date of employment, and classification of the employee hired. The Employer shall make available to the employee the Union employment data form provided by the Union, requesting the employee to voluntarily provide additional information needed by the Union.

1.7 Voluntary Check-Off: When provided a "voluntary check-off" authorization on a form furnished by the Union and signed by an employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees in lieu of dues, as prescribed on the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be forwarded to the Union by warrant along with an alphabetized list showing names and amounts deducted from each employee in the Employer's following disbursement cycle. The Union shall give the City a minimum of one (1) month advance notice of any changes in dues or assessments to be withheld by payroll deduction.

1.7.1 The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The Union agrees to defend and hold the City harmless against any and all claims, suits, orders judgments arising from the administration of this Section.

1.7.2 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 six (6) consecutive months of actual service. The City Manager, upon written request from a department director, may grant an extension of the trial service period up to a maximum of six (6) additional months. 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. An exit interview is 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 position is vacant. A promoted employee contemplating such action must communicate their interest in this regard to the Department Director as soon as possible in order 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 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 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 is sent to the Human Resources office and approved by the Human Resources Assistant, 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 the 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:

2.7.1 Finance Office: Length of combined service in the finance office as listed in Appendix A.

2.7.2 Public Works/Parks: Length of combined service in each classification in the public works and parks operations as listed in Appendix A.

2.7.3 Police Support/Dispatch Length of combined service in each classification within the Toppenish Police Department as listed in Appendix A.

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 posted on the bulletin board for a period of at least five (5) working days. Any employee desiring to be considered for such position shall submit his application to his department head stating the reasons why he should be selected for the vacancy including his qualifications and job knowledge relating to the position, training, abilities, and physical fitness.

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, 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, except as provided by the Fair Labor Standards Act.

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 workweek is forty (40) hours. Jail Support/Dispatch shall refer to Appendix B.

Days Off: Days off shall be consecutive and shall include a Saturday or Sunday unless provisions are made for rotating other days off. No overtime shall be paid for regularly scheduled Saturday or Sunday work.

Lunch/Rest Periods - On a regular 8 or 10 hour assignment a lunch period does not exceed one (1) hour and cannot be less than thirty (30) minutes. At least two (2) rest periods not exceeding fifteen (15) minutes are afforded each employee during a standard eight- or ten-hour workday. Flexibility of rest periods is prearranged between the employee and the immediate supervisor.

3.2 **Exceptions to Established Work Hours:** A department director may change an employee's work period with at least ten (10) work days notice, except in an emergency, in order to be consistent with the needs of the City.

3.3 **Attendance:** Employees report for their work assignments at the times and places set by their supervisors. Each department prepares attendance records of all employees. Regular attendance reports are provided by each department to the Finance Office on the form approved by the City Manager.

3.4 **Pay Periods:** The Employer will pay employees twice monthly. Pay dates to be no later than the 7th and 22nd of each month. 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 pay check.

Emergency Draws - An emergency draw may be granted upon approval of the City Clerk/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 ruled by 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 the written authorization from an employee.

3.6 Overtime Policy: It is the policy of the City to avoid the need for overtime work in order to minimize the financial liability caused by accumulated overtime. Overtime may be necessary for the protection of the lives or property of the residents of Toppenish or the efficient operation of City departments. Authorized overtime is to be kept to a minimum.

Prior Approval - An employee needs their immediate supervisor or department director's prior approval to work overtime. Overtime work required to meet an emergency situation does not require advance approval.

Reporting - The department director or supervisor is responsible for authorizing, approving, and submitting overtime hours on the employee's timesheet for payment of overtime and compensatory time earned during any work week.

FLSA-Mandated Overtime - The City, according to the Fair Labor Standards Act as amended, pays FLSA non-exempt employees for authorized overtime as follows:

1. Overtime work for all covered employees is defined as any time worked in excess of forty (40) hours per week;
2. Overtime is paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked beyond forty (40) hours in a week; and
3. When it is necessary to direct employees to report for emergency overtime work, the minimum payment for each call-out is two (2) hours pay at one and one-half (1½) times the employees' regular hourly rates of pay.
4. Call-out duty as designated by the Employer shall be rotated among available and qualified employees as equitably as possible.
5. Employees who are called to work early, contiguous with their work schedule and those held over at the end of their regular work schedule, will not be eligible for a minimum two (2) hours call out pay but shall receive time and one-half (1 1/2) for only the actual time worked. For example, Snow Removal: In the event an employee is called in two (2) hours or less prior to his/her regular shift, he/she shall be allowed to complete his/her regular shift.

6. An employee who is required to return from vacation leave shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular rate. Vacation for this purpose shall be defined as the period between the last hour of work on the shift prior to commencement of the employee's approved leave until the first (1st) hour of work of the employee's next regularly scheduled shift following vacation.

3.7 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.

3.7.1 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.

3.7.2 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%).

3.8 **Compensatory Time:** Upon approval of the department director or the department director's appointed representative, an employee may choose to receive compensatory time at one and one-half (1½) hours for each hour worked in excess of forty (40) hours per week. The maximum accrual of compensatory time shall not exceed thirty-two (32) hours at any given time. The accumulation and use of compensatory time by an employee is documented on the employee's timesheet.

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

3.9 **Paid Holidays:**

Regular Holidays - The following holidays are recognized as municipal holidays for pay purposes. Regular, regular part-time and trial service employees have these days off with pay: Regular part-time employees shall receive time off with pay on a pro-rated basis for the time worked.

In Lieu Holiday Time for Dispatch Employees: Given the nature of work conducted by the Police Department, most employees in the bargaining unit cannot be permitted to take Holidays on the day they fall. As a result, each such regular, full time employee shall be credited with ninety-six (96) hours, twelve (12) days of holiday time with pay. Said time must normally be taken during the calendar year earned or the leave time will lapse December 31st

Though in lieu Holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of 8.00 hours per month. Employees entering or leaving City service during the calendar year will have their Holiday time pro-rated accordingly.

Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck.

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

The scheduling and use of the floating holiday shall not create overtime unless approved by the immediate supervisor.

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.

A holiday falling within a regular full-time or a regular part-time employee's vacation period shall not constitute a vacation day and a holiday occurring while a regular full-time or regular part-time employee is on sick leave shall not count against the employee's sick leave credit.

Office Clerical: This language is to reflect the holiday schedule for a four (4) day, ten (10) hour work schedule for Office Clerical. The below recognized holidays will be paid at ten (10) hours, when on a four (4) day, ten (10) hour schedule.

Office Clerical Regular Holidays: The following holidays are recognized as municipal holidays for pay purposes. Regular, regular part-time and trial service employees have these days off with pay. Regular part-time employees shall receive time off with pay on a pro-rated basis for the time worked.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day (3 rd Monday in February)	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Note: This holiday schedule reflects the impact of a four (4) day standard work week. If the Employer elects to return to a five (5) day work week, the holiday schedule will include the day after Thanksgiving and one eight (8) hours floating holiday.

Religious Holiday - An employee who wishes to be excused from work in observance of a religious holiday will request approval of the absence from the department director. If approved, the time off is charged against vacation leave or compensatory time.

3.10 Employees Required to Work on Holidays: Any covered employee eligible for holiday benefits who must work on a day designated as a holiday under the provisions of this contract, or such other day as authorized by the City, is paid at one and one-half (1½) times the employee's hourly rate of pay for the hours worked. In addition, full-time employees receive eight (8) hours of holiday pay and part-time employees receive prorated hours of pay. Employees working in Jail Support/Dispatch shall receive one and one-half (1½) times their regular hourly pay for work performed on the actual holiday date.

When a day designated as a holiday under the provisions of this contract, or such other day as authorized by the City, falls on an eligible covered employee's normally-assigned day off, the employee receives either additional pay equal to one day's pay instead of time off for the holiday or an additional work day off to be taken later.

3.11 Alternative Work Schedules: One example 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 or prorated for employees on a part-time schedule (e.g., 2-10 schedule for a half time, 20 hour per week employee). The alternative work schedule is defined as follows:

1. Approval by the Department Director and City Manager;
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 s/he 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;

3.12 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;
3. Through 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. After completion of 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 prorated amount.

4.3 Use of Vacation:

Scheduling – The Employer will commence arranging vacation scheduling during the month of March in order of the employees' seniority. Any vacations scheduled during the remainder of 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 forty (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.

4.4 Vacation Payoff at Termination: A terminating employee is paid for accrued and accumulated vacation leave at the rate of pay in effect at the time of separation.

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: Sick leave may be requested in the case of personal sickness, disability or medical/dental treatment. Sick leave or other appropriate paid time off may also be used to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned.

Definitions for the purpose of this policy are:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;
2. "Grandparent" means a parent of a parent of an employee;
3. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;
4. "Parent-in-law" means a parent of the spouse of an employee;

5. "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;
6. "Sick leave" means time allowed to an employee for illness. Other paid time off (i.e., vacation, compensatory and personal holidays) can be substituted for sick leave if the employee chooses;
7. "Spouse" means a husband or wife, as the case may be.

Chapter 11 of the Personnel Policy Manual - Family and Medical Leave Policy states other conditions under which sick leave may be requested.

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. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of the 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 Article or Chapter 10 of the Personnel Policy Manual. (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.

Physician's Statement - If the employee is absent three (3) or more days, the employee's immediate supervisor, department director, or the City Manager may require a written statement from the employee's attending physician that identifies the employee's condition. The statement must also give the doctor's opinion as to when the employee may return to work and be released to perform all of the duties required by their position. Such a statement may also be required from a second or alternate physician designated by the City Manager. Management may require a physician's statement for absences of less than three days if the employee has been using an excessive amount of sick leave and/or management suspects abuse of sick leave privileges.

5.2 Eligibility: Regular, regular part-time, and trial service employees are eligible to accrue and use sick leave. Temporary and emergency employees are not eligible to accrue sick leave.

5.3 Accrual: 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 up to a maximum of 960 hours. 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 are 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.

5.4 Accumulation and Sick Leave Benefit upon Separation: Upon resignation after completing at least ten (10) years of continuous service, death or retirement an employee shall be paid for 25% 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: Any regular full-time employee covered by this Agreement, who is injured while on his regular job and unable to return to work, shall be compensated by the Employer in an amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's (eight (8) hours) pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank and only that portion of sick leave pay used shall be deducted from the employee's sick leave bank.

5.7 Sick leave on Vacation: Whenever a regular full-time employee off duty on paid vacation is actually disabled or ill during that period, he may charge such absence to his sick leave account by sending prompt notice of sickness or injury and a doctor's certificate verifying the same to his department head. The unused vacation shall then be deferred and be rescheduled by the department head, with the mutual consent of the employee, to be taken when work schedules will permit.

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: Bereavement leave may be granted up to forty (40) work hours per occurrence for immediate family members of the employee (the following is the definition for immediate family of the employee or spouse of the employee: Parent, child, spouse, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives); up to 24 work hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or cousins) where out of town that includes overnight travel is required; up to 4 hours per occurrence for close friends and acquaintances that may have resided within the normal commute area of the employees residence. Employees may make written request to their respective department directors asking for exceptions to these guidelines, which describe the justification for a request to deviate from the bereavement time off.

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 not to exceed fifteen (15) days per calendar year 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.

Paid Leave - Maternity leave may be charged to the employee's accrued sick leave, vacation, and compensatory leave. The City will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave.

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 is appearing during their workday. If the employee appears when off-duty, the employee receives overtime pay or compensatory time. 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.

6.5 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 pair. 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 is 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 leave 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 the 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 Group Health Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the group 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 will 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 group 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 should where foreseeable, 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.

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, 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;
2. The employee has or shortly will have exhausted all vacation leave, sick leave, personal leave, compensatory time, and holiday compensatory time;

3. Prior to the use of shared leave the employee has abided by the City's sick leave policy;
4. The employee has diligently pursued and is found to be ineligible for worker's compensation insurance benefits;
5. 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
6. 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 Human Resources Assistant to approve the transfer of a specified amount of vacation leave, sick leave, or compensatory time to an employee who is authorized to receive shared leave as provided therein.

1. To be eligible to donate vacation leave, an employee must have a minimum accrued balance of eight (8) hours of vacation 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 holidays;
- 9.1.2 accrued and unused vacations;
- 9.1.3 overtime for which pay has been authorized;
- 9.1.4 pro-rata longevity pay, where applicable.
- 9.1.5 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.

10.3 A copy of such written warning notice shall be submitted to the employee and the Union's Yakima office within fourteen (14) days of the date of the cited violation or fourteen (14) days from the date said violation became known to the Employer. Noncompliance with the above time limit(s), except due to unavailability of designated recipients, will set aside the written notice as being null and void.

10.3.1 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 change but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

10.3.2 Written warning notices shall be removed from an employee's personnel record at the end of a twelve (12) month period provided no additional written warning for the same or similar act has been issued during that period and the employee submits a written request to the Department Director. In the latter event, the expiration period of the subsequent warning shall control.

10.4 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.

10.4.1 Upon issuance of a reprimand, a copy shall be provided to the employee and the Union's Yakima office. 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.

10.4.2 A written reprimand may be appealed in accordance with Article 11 - Grievance Procedure of this Agreement. Any written reprimand or commendation shall, upon written request, be removed from an employee's personnel record after thirty-six (36) months.

10.5 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. Appeal 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 I: 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 his Union Representative if he/she feels it is necessary.

11.3.2 Step II: 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 III: 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 IV: If the grievance is not resolved in Step III, it may be referred to a committee consisting of four (4) members, two (2) appointed by the City Manager and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance within fourteen (14) calendar days. A majority decision of the committee shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. If such committee fails to reach a majority decision on such grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the grievance to arbitration, Step V.

11.3.5 Step V: 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 expedited mediation-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 Federal Mediation and Conciliation Service 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.

The following grievance principles shall govern and be controlling in any and all grievances:

1. While the grievant may be "made whole", any punitive award shall be void and unenforceable.
2. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.
3. Either party may, thirty (30) days or more prior to the date set for arbitration, by notice to the other, take the grievance out of the arbitration process.
4. The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

11.3.6 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.

11.3.7 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 and park employees covered by this Agreement.

12.2 The Employer agrees to make available rain gear (pants, coats, hip boots and rubber gloves) for regular 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 Public Works, Parks, and Jail Support employees with boots as approved by the Department Director.

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 uniforms.

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 - HEALTH CARE 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 95% of the total premium cost of the plan and employees will pay 5% of the premium upon ratification.

Effective January 1, 2013 the City will pay 90% of the total premium cost of the plan and employees will pay 10% of the premium.

13.2 Effective January 1, 2013, the Employer will continue to contribute toward the AWC RBS Plan HealthFirst, Plan "A", medical program and Washington Teamsters Welfare Trust Dental Plan A and Washington Teamsters Welfare Trust Vision Plan EXT.

13.2.1 Effective January 1, 2013, Dental Plan A contribution rate of \$130.50 per month.

13.2.2 Effective January 1, 2013, Vision Plan EXT, contribution rate of \$14.90 per month.

13.2.3 Effective January 1, 2013, in addition to the above benefits, the City shall provide each employee with a \$20,000 life insurance policy at no cost to the employee.

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 he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the Employer to pay his 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 Appendices 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 C which is made a part of this Agreement by reference.

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 to provide suitable space to be used as a Union bulletin board of not more than six (6) square feet (3' x 2'). No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar Union business. Posting shall be limited to the official bulletin board.

16.2 Leave for Negotiations: For the purpose of contract negotiations, one (1) employee from each represented group shall 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 - 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 his 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 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 bonafide, 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, 2013 through December 31, 2016, 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. This Agreement shall automatically open for wages in 2014 for 2014 and 2015 wage increases.

SIGNED FOR THE CITY:

By *W. Murphy*
City Manager

Date 6/10/13

By *Kimberly B. Mead*
City Clerk

Date 6/10/13

SIGNED FOR THE UNION:

By *Leonard J. Crouch*
Secretary-Treasurer

Date 5-10-13

APPENDIX "A" – CLASSIFICATIONS & WAGES

GENERAL TEAMSTERS - LOCAL UNION #760					
0% Cost of Living					
Class Title	Monthly Rate 2013				
	5% increments				8% increment
	Entry	12 Mth	24 Mth	36 Mth	Maximum
Part-Time Secretary <i>per hour</i>	9.25	9.71	10.20	10.71	11.57
Recreation Program Coordinator <i>per hour</i>	9.25	9.71	10.20	10.71	11.57
Secretary	2,425	2,546	2,673	2,807	3,032
Finance Technician	2,952	3,100	3,255	3,418	3,691
Court Clerk	2,952	3,100	3,255	3,418	3,691
Dispatchers/Clerk	2,952	3,100	3,255	3,418	3,691
Lead Finance Technician	3,246	3,408	3,579	3,758	4,058
Lead Dispatcher	3,246	3,408	3,579	3,758	4,058
Police Support Services Technician	3,246	3,408	3,579	3,758	4,058
Maintenance Technician	3,246	3,408	3,579	3,758	4,058
Grounds Maintenance Technician	3,246	3,408	3,579	3,758	4,058
WWTP Operator I	3,246	3,408	3,579	3,758	4,058
Lead Police Support Services Technician	3,646	3,828	4,020	4,221	4,559
Water Operator II	3,646	3,828	4,020	4,221	4,559
WWTP Operator II	3,646	3,828	4,020	4,221	4,559
Court Administrator	4,323	4,539	4,766	5,004	5,404

Effective January 1, 2014 the merit pay will go away and be put into steps.

48 months - 2.5%

60 months - 2.5%

72 months - 3%

Employees who are currently in merit range will move to the next step that provides an increase and then progress through the steps.

LONGEVITY PAY PLAN

1.C.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.

APPENDIX "B" - DISPATCH/JAIL SUPPORT STAFF

By agreement between the parties to this Agreement and the City of Toppenish, Police Department Collective Bargaining Agreement, the Police Department/Jail Support Staff, including but not limited to the Dispatchers and Jail / Maintenance employees will be transferred from the "Police Department" Agreement, to this Appendix, hereinafter denoted as "Appendix B - Police Department Support Staff." It is the intention of the parties to this Agreement and Appendix that all conditions of the former "Police Department Agreement" shall apply to employees covered under this Appendix, unless specifically noted herein. Any conflict between the terms and conditions of employment between the Agreement and this Appendix, as they apply to police department support staff, shall be interpreted using the terms and conditions of this Appendix.

ARTICLE 1.B – INTERNAL INVESTIGATION

1.B.1 Employee: Every employee who becomes the subject of an internal investigation shall be advised in writing prior to the time of an interview that he is suspected of:

- A. Committing a criminal offense; and/or,
- B. Misconduct that could be grounds for termination or discharge, demotion, suspension without pay, or written reprimand.

1.B.2 Any employee who becomes the subject of a criminal investigation may have counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.

1.B.3 The employee, Employer, or Union may request that an investigation interview be recorded, either mechanically or by a stenographer. The party requesting such recording shall pay for said recording and transcription thereof. Upon request, the employee under investigation shall be provided an exact copy of any written statement he has signed.

1.B.4 Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise. In investigation interviews, the employee shall be afforded an opportunity to contact and consult privately with an attorney of his choosing, or a representative of the Union, before being interviewed.

1.B.5 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.

1.B.6 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking a

promotion to a position outside the bargaining unit, as defined in the recognition clause. Provided, further, if the Public Safety Director offers an employee the opportunity to take the polygraph test regarding potential involvement in criminal activity or the potential for disciplinary action, the employee after consulting with the Union may agree to a stipulated polygraph.

ARTICLE 2.B - HOURS OF WORK - OVERTIME

2.B.1 The work cycle for all other members of the bargaining unit shall be forty (40) hours in seven (7) days and shall consist of five (5) consecutive eight (8) hour days (shifts), Sunday through Saturday.

2.B.1.1 Work days will be constituted by consecutive hours and include meal and rest periods along with fifteen (15) additional minutes allowed for pass on time at the start of their shift to be updated prior to shift change .

2.B.1.2 If found to be necessary by the Employer, and upon thirty (30) days notice to the Union, the work schedule may be changed to four (4) consecutive, ten (10) hour days (shifts) per week. Nothing in this Agreement shall prohibit the Employer and Union from negotiating and implementing a twelve (12) hour shift.

2.B.2 Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and one (1) fifteen (15) minute rest period each one-half (1/2) shift to be taken at the employee's discretion. Employees may be required to respond to emergency situations during meal and rest periods.

2.B.3 Schedules: Tentative work schedules showing the employee's shifts, work days and hours, shall be posted on the bulletin board twenty (20) calendar days prior to the effective date of the shift. Seven (7) calendar days prior to the date of the shift a finalized schedule change shall be posted. Thereafter, no further changes will be made except for approved shift exchanges, emergencies or circumstances beyond the control of the Employer or employees.

2.B.3.1 In the event of a regularly scheduled quarterly or other long term shift change, at least twenty-four (24) hours off shall be provided between the end of the old shift and the commencement of the new shift.

2.B.3.2 Shift changes of an emergency nature or due to uncontrollable circumstances (i.e. employee illness, injury or failure to report to work), shall not be subject to minimum time off between shifts but shall be subject to the callback provisions of this Agreement. The Employer shall not reschedule assigned work shifts for the primary purpose of avoiding payment of overtime.

2.B.4 Employees may have an exchange of shifts for their own convenience provided approval in writing is obtained from the Public Safety Director or his designee. Such approval shall be required and is contingent upon the following conditions:

2.B.4.1 The exchange is voluntary and upon written request as provided in Section 50.004 of the Department's Operations and Report Manual.

2.B.4.2 The exchange will not, of itself, constitute a basis for overtime compensation for either individual.

When required to appear in court to testify outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of four (4) hours at the applicable time and one-half rate (1 ½). These four (4) hours will not be included in the overtime calculation in this section. A court appearance which begins or ends within, or is contiguous to, the employee's regularly scheduled shift shall be considered as a continuation of that shift and will be included in the hour calculation of one and one-half (1 ½).

