

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LA CENTER

AND



CHAUFFEURS, & HELPERS, LOCAL 58



FOR THE PERIOD:

January 1, 2024

THROUGH

December 31, 2026

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AGREEMENT BETWEEN
CITY OF LA CENTER
AND
CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL 58

A Working Agreement entered into by and between the **CITY OF LA CENTER, WASHINGTON**, hereinafter called the "City" and **CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL 58**, hereinafter called the "Union."

ARTICLE 1. RECOGNITION

- 1.1.** The City recognizes Teamsters 58 as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all full-time and regular part-time employees, as certified by the Public Employment Relations Commission in case Number 22949-E-10-3523.
- 1.2** The City may continue the practice of allowing supervisory personnel to perform bargaining unit work, provided that it does not cause a reduction of hours or positions for current bargaining unit employees and this practice may continue in the event that a layoff occurs. The City may contract out bargaining unit work provided such action does not result in the layoff of bargaining unit employees.

ARTICLE 2. MANAGEMENT RIGHTS

- 2.1** The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 2.2** Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:
 - 2.2.1** To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;
 - 2.2.2** To schedule work most advantageous to the parties, consistent with requirements of municipal employment, the public safety, and consistent with this Agreement; and
 - 2.2.3** To manage and direct the workforce, including but not limited to, the right to determine the methods, equipment, uniforms, processes, and manner of performing work, the determination of

the duties, qualifications of job classifications, the right to hire, promote, train, demote, transfer, evaluate performance and retain employees; the right to discipline or discharge for just cause; the right to layoff for lack of work or funds; the right to schedule employee positions or reorganize the department or work; the right to schedule employee vacations; and the right to purchase, dispose and assign equipment or supplies.

- 2.3 Matters Not Covered.** In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) shall not be subject to the duty to bargain or the grievance procedure contained herein, except as provided by law.

ARTICLE 3. TEAMSTERS MEMBERSHIP

- 3.1 Union Membership.** Membership in the Union shall be the individual option of the employees represented by the Union.

3.1.1 Dues Deductions. The City agrees to deduct the Union membership dues, fees, or assessments from the pay of each member of the bargaining unit. The amount to be deducted shall be certified to the City by the Union. The City will begin such deductions upon receipt of written authorization (paper or electronic) from each employee authorizing the City to make the payroll deductions. The aggregate deduction of those members shall be remitted together with an itemized statement to the Union by the tenth (10th) day of the succeeding month after such deductions are made. Employees requesting to revoke payroll deductions shall provide written notice to the Union and the Administrative Services Manager. The City will stop payroll deductions following written confirmation from the Union that an employee has properly revoked authorization. Every effort will be made by the City to stop deductions effective the first payroll period after receipt of confirmation by the Union, but no later than the second payroll period.

- 3.2 New-Hire Orientation.** The Union shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Union representation ("orientation"). One (1) employee acting in the capacity of a Teamsters' representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to City business. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than thirty (30) calendar days.

- 3.3 Employer Notice to The Union of All Employees and Their Status.** The Employer will furnish to the Union, upon written request by the Teamsters, a list of all probationary employees, regular full-time employees, regular part-time employees, and temporary employees including their names, positions, pay rates, and dates of hire and termination. Additionally, the City will provide updated information to the Union within ten (10) business days of any change in employee status, position, or pay rate.

- 3.4 Indemnification By Teamsters.** The Teamsters agree to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 4. CONTINUATION OF WORK

- 4.1 No Strike Provision.** The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this agreement the Union shall not cause or condone any work stoppage, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with public functions by employees of the bargaining unit under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference.
- 4.2 Union's Response to Work Stoppage and Cause for Employee Termination.** Upon notification in writing by the City to the Union that any of the Union members are engaged in work stoppage, the Union shall, immediately, in writing, order such members to immediately cease engaging in such work stoppage and shall provide the City with a copy of such order. In addition, the Union shall use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit shall be cause for disciplinary action, up to and including termination.

ARTICLE 5. EMPLOYEES DEFINED

- 5.1. Regular Full-Time Employee.** "Regular Full-time employee" means an employee who is hired to work a predetermined schedule of at least forty (40) hours per work week.
- 5.2. Regular Part-Time Employee.** "Regular Part-time employee" means an employee who is hired to regularly work less than forty (40) hours but more than twenty (20) hours per week. Regular part-time employees qualify for health insurance with the same cost-sharing applicable to full-time employees. All other benefits are pro-rated based on the regular part-time employee's regularly-scheduled hours of work.
- 5.3. Regular Employee.** "Regular employee" means an employee who has successfully completed his/her probation period. Regular employees are credited with continuous service from the date of hire.
- 5.4. Temporary Employee.** "Temporary employee" means an employee who is hired for a position for a limited period of time not to exceed six months, with two (2) sixty (60) day extensions approved by the Mayor or his/her designee. Temporary employees are not eligible for healthcare or other benefits. Temporary are not included in the bargaining unit.

ARTICLE 6. TRIAL PERIOD

- 6.1** The trial period is an integral part of the selection process for new employees and employees receiving transfers, promotions or demotions. During this period a supervisor will determine the employee's capability to do the work and will observe the employee's adjustment to the department. Any new employee starting his/her first job with the city, or any employee returning to employment after any severance in city service except layoff, may be terminated without prior notice during the trial period and without recourse to the grievance procedure.
- 6.2** Employees may be terminated during their trial period for any reason. All City employees' trial periods shall be six (6) months, extended as necessary to account for any period of unpaid leave occurring during the trial period. Employees terminated during or at the conclusion of the trial period have no rights of appeal. During this time period also, an employee may resign without prior notice. It is important, therefore, that new employees and supervisors discuss performance expectations early in this period.
- 6.3** An employee's trial period may be extended for up to an additional three (3) months by their supervisor, with the concurrence of the Mayor and the Teamsters' representative. Written notice extension before the end of the first period of probation should be delivered to the affected employee and an additional period of probation can be imposed as discipline.

ARTICLE 7. SENIORITY

- 7.1** An employee will accrue seniority time from the date of continuous employment as a full-time employee in a position within the bargaining unit.
- 7.2** The first thirty (30) days of an employee's leave of absence without pay will be counted as seniority time.
- 7.3** Seniority shall be lost by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, failure to return in accordance with the terms of a leave of absence, or failure to return when recalled from layoff. In addition, seniority shall not accrue for any purpose while on leave without pay in excess of thirty (30) days, unless the leave is protected by state or federal law.
- 7.4** **Supervisory Duties.** When the city seeks to fill a supervisory position, it shall consider qualified members of the bargaining unit among other qualified applicants for the position.

ARTICLE 8. WORK HOURS

8.1 Employee Work Schedules. The available work schedules shall be one of the following by mutual agreement:

- a. Five (5) consecutive days of eight (8) consecutive hours, (Monday through Friday unless otherwise agreed) excluding lunch periods, followed by two (2) days off.
- b. Four (4) days of ten (10) hours, (Monday through Thursday or Tuesday through Friday, unless otherwise agreed), excluding lunch periods, followed by three (3) days off.
- c. Four (4) consecutive days of eight (8), ten (10), twelve (12) hours followed by three (3) or four (4) consecutive days off.
- d. The City may implement an alternative work schedule in accordance with the above, or a 9/80 schedule in accordance with the Fair Labor Standards Act. Affected employees shall be given notice of at least ten (10) working days as to the effective date of the change in the work schedule.
 1. Union members may submit a written request to their supervisor to work a 9/80 schedule. A 9/80 schedule consists of the following over two weeks: during the first week the employee works four 9-shifts and one eight-hour shift, and during the second week the employee works four 9-hour shifts. The 8-hour shift must be on the same day of the week as the day off. The day off is fixed and cannot be moved.
 2. Requests to work a 9/80 schedule will be considered on a case-by-case basis and will be granted in the City's sole discretion. The City reserves the right to deny, revoke, revise, or discontinue a 9/80 schedule at any time the City determined the schedule no longer meets the City's needs.
 3. The FLSA work period for an employee working a 9/80 shift begins halfway through the employee's 8-hour shift.
 4. Once an employee is approved to work a 9/80 schedule, the employee cannot return to his/her prior shift schedule without his/her supervisor's permission.

- e. Regular part-time and temporary employees will have their work schedule set by the City. Regular part time schedules shall fall within the parameters (a) through (b) or such schedules that may be established by mutual agreement of the Union and the City. Part time and temporary schedules shall not limit the scheduling options or overtime of regular employees.

8.2 Alternative Schedules and Changes.

- 8.2.1** Employees or the City may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the City with no less than 14 calendar day notice. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift. Absent mutual agreement, the City shall select the work schedule for each employee from either 8.1(a) or 8.1(b).
- 8.2.2** Except in cases of emergency or other unavoidable circumstances beyond the City's control, permanent changes in the work schedule shall be posted at least fourteen (14) days in advance of their effective date. Schedule changes made in non-emergency situations with less than fourteen (14) day notice shall result in the payment of overtime of all work hours outside of the normal shift until the 14-day notice period has elapsed.
- 8.2.3** The City is responsible for approving any alternative work schedule and may decide to cancel the same as cited above, and such management's decision may not be grieved.
- 8.2.4** The Employer is responsible for approving any alternative work schedule and may decide to cancel the same as cited in 8.2.2 above, and such decision may not be grieved.
- 8.3 Rest Periods.** All employees are entitled to a 15-minute paid rest period for each four (4) hours of working time. Breaks shall be arranged so as not to interfere with city business, provided that employees are not required to work more than four (4) hours without a rest period. Employees shall not use rest periods to arrive late or leave early from work without a supervisors' pre-approval.
- 8.4 Meal Periods.** Employees working more than five (5) hours in a workday are required to take an unpaid meal period of no less than thirty (30) minutes but no more than sixty (60) minutes. This meal period (length and time of day taken) may be scheduled by the employee's supervisor but may not be scheduled earlier than two (2) hours nor later than five (5) hours into the employee's regular workday. Employees who work more than three (3) hours longer than their normal workday will receive an additional 30-minute unpaid meal period before or during their overtime period. Employees shall not use meal periods to arrive late or leave early from work without a supervisors' pre-approval.

ARTICLE 9. COMPENSATION

- 9.1 Pay periods and pay days.** The City has a twice-monthly payroll period, with pay dates at the middle and end of the month. The City will not issue paychecks early except in vacation situations. Requests for accrued vacation paychecks must be made to the Director of Administrative Services two (2) weeks in advance, in order to make arrangements for issuance.
- 9.2 Remote Pay.** Employees contacted while off-duty and responds by telephone or computer, will be paid to the nearest fifteen (15) minutes at the overtime rate of one and one-half (1 ½) the regular hourly rate. The above in this section 9.2 shall not apply for any instance the Employer contacts any employee because of the employee's failure to complete his/her timesheet per payroll timelines as required.
- 9.3 Call-back/Report Pay.** Employees are subject to call-back in emergencies or as needed by the City to provide public service. The City agrees to pay a minimum of two and one-half (2 ½) hours of overtime at one and one half (1 ½) times the regular rate to employees called back outside of regular working hours. All hours worked beyond two and one-half (2 ½) shall be paid at the same overtime rate. Call-back pay does not apply to commute time. (For example, an employee with a 30-minute commute to the City does not "clock-in" for purposes of call-back until he/she arrives at the worksite. Call-back pay does not apply to time worked immediately preceding or following an employee's regular work shift.) When employees are subject to call-back during inclement weather events, employees shall be paid at double (x2) their regular rate of pay for the time worked during the duration of the event, this pay shall not be applicable to normal shift hours.
- 9.4 On-Call Pay.** The City's ability to react to emergencies in a timely manner 24 hours per day, seven (7) days per week is important. When the City requires an employee to carry a pager or cell phone while on "On-Call" status, the employee will be compensated with On-Call pay. The purpose of the employee being assigned to On-Call is to address emergencies as they arise during off-duty hours. As such, the employee On-Call is the employee that is to respond and manage the emergency. The On-Call employee is being paid for On-Call status and thus cannot delegate the response to another employee. If for some reason the employee assigned On-Call is unable to respond to the City location to manage the emergency, they are responsible for relinquishing the pager to the Public Works Supervisor so the On-Call pager can be reassigned to another employee. (Bargaining notes: When the employee with the pager is unable to reach the Public Works Supervisor, or the issue is urgent, they may use their discretion to delegate the pager to someone else. In this instance, they are to notify the Public Works Supervisor as soon as feasible.)
- 9.4.1** Public Works Operations employees, and Wastewater employees when sufficiently trained, may be subject to On-Call rotation. Personnel may be assigned to On-Call status at the supervisor's discretion.

- 9.4.2** On-call personnel must be fit for duty and able to reach the assigned duty station with forty-five minutes (45) of the initial emergency page or phone call if the situation dictates response to the location in the City's jurisdiction. The on-call personnel must respond by phone to an emergency page or phone call within 5 minutes of the initial emergency page or phone call.
- 9.4.3** Each workday will consist of one (1) eight (8) hour shift. The employee assigned to On-Call when responding outside of the regular eight-hour shift will be compensated at a rate of thirty-six dollars (\$36) per day, Monday through Friday beginning at employees set start time each day. The On-Call employee that works Saturday, Sunday or holiday will be paid fifty dollars (\$50) a day. If the employee is actually called into service during these on-call shifts, employees will be paid for the actual hours worked, and if appropriate, the Call-back pay minimum referred to above.
- 9.4.4** Call-in Pay for employees currently assigned to On-Call status will be subject to a de minimis test. De minimis calls lasting less than five (5) minutes shall not be compensated. Stand-by time, such as waiting for a follow up call, shall be included in the time calculations.
- 9.5** **Weekend and Holiday Wastewater Duties.** The City's wastewater treatment works requires seven (7) days per week operation. At the current time, the City is not staffed nor required to 24/7 operators.
- 9.5.1** Wastewater employees, and Public Works Operations employees when sufficiently trained, may be subject to a rotation of wastewater duties. The operator assigned to weekend and holiday duty will collect samples and perform other duties as necessary for the uninterrupted service of the treatment works as well as the conveyance operations of the sewer utility.
- 9.5.2** The assigned employee will receive a minimum of two and one-half (2 ½) hours of pay at one and one-half (1 ½) times the hourly rate to perform weekend and holiday work. Call-back or call-in pay (other than a continuation of the 2-hour shift) shall be treated the same as Article 9.2 Call-in Pay and 9.3 Call-back Pay. Holidays will be treated the same as weekends except the employee will also be compensated eight (8) hours holiday pay) as identified in Article 10.3 Holidays.
- 9.6** **Salaried, Exempt Employees.** Notwithstanding any provision in this Agreement providing otherwise, the City Planner and Building Official are salaried employees, and are exempt from hourly compensation, work hour requirements, call-back/call-in/on-call pay, and overtime. These employees shall perform their assigned work for the salary stated in Article 17 and are not eligible for overtime compensation. Except for the provisions addressing hourly compensation, work hour requirements and overtime, these employees are subject to all provisions of this Agreement unless otherwise stated, including vacation, sick leave and health insurance benefits.

9.7 Responsibility Pay. When an employee is assigned to work in a higher-paid classification for eight (8) hours or more per week, such employee will be paid at the higher classification rate of pay except this higher pay will not include Department Heads' classification. However, all tasks may require overlapping with the higher classification.

9.7.1 Responsibility Pay shall be assigned when the Department Head is going to be unreachable or unavailable for contact/communications. The Department Head shall designate the employee and the duration of the Responsibility Pay in writing (email is sufficient) to the Mayor or his/her designee, the employees affected, and the Union.

- a. Employees qualified and capable of performing the duties of the higher classification who are assigned to perform the duties of the higher classification will be eligible to receive Responsibility Pay in the amount of five percent (5%) above his/her current hourly step placement rate of pay.

ARTICLE 10. LEAVES

10.1 Sick leave.

10.1.1 All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees earn pro-rated sick leave accruals compared to a full-time employee. Sick leave benefits may not be used until accrued.

10.1.2 Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits and may not use any earned but unused sick leave benefits during a suspension without pay.

10.1.3 Employees may accrue an unlimited amount of sick leave during the calendar year. Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years, up to a maximum carryover of 960 hours, and with any hours exceeding this carryover cap surrendered at the end of the calendar year. Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the employee would have earned had he/she worked the regular scheduled workday.

10.1.4 An employee is authorized to use paid sick leave for the following reasons:

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- c. When the employee's place of business has been closed by order of a public 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.
- d. When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.
- e. Solely for purposes of defining authorized sick leave usage under this Working Agreement, "family member" shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (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) grandparent; (f) grandchild; or (g) siblings.

10.1.5 Sick leave benefits are limited for any absences when the employee is entitled to receive compensation benefits under the Worker's Compensation Act. Employees may use sick leave to make up the difference between the worker's compensation amount and the employee's regular pay. In no event may an employee receive duplicate benefits that when Worker's Compensation and Sick leave is combined, results in more than the employee's regular rate of pay. All such excess pay must be re-paid to the City for the purpose of crediting the employee's sick leave balance when Worker's Compensation benefits are received. Failure to re-pay the City (for the purposes of crediting the employee's sick leave balance) for the difference in benefits within a reasonable period of time is grounds for disciplinary action, a commensurate reduction from the employee's sick leave balance, and/or a deduction from future paychecks.

10.1.6 Payment of sick leave benefits is further conditioned upon the employee notifying the supervisor of the employee's absence(s). Failure to give the required notice may result in no payment of sick leave benefits for such absence(s). If the need for sick leave is foreseeable, the employee shall provide advance notice to the supervisor. If the need for sick leave is unforeseeable or emergency, the employee shall provide advance notice to the supervisor unless it is not practicable to do so, in which case the employee shall notify a supervisor as soon as possible after the start of the scheduled shift, but no later than the start of the next scheduled shift.

- 10.1.7** Medical verification confirming sick leave was taken for an authorized purpose may be required when an employee is absent for more than three (3) scheduled workdays. When medical verification is required by the City, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an “unreasonable burden or expense,” as that phrase is defined by Washington law, that cannot be adequately mitigated by the City.
- 10.1.8** Any employee found to have abused sick-leave privileges by falsification or shall be subject to disciplinary action including, but not limited to, reduction or elimination of sick-leave benefits, repayment to the City of any amounts paid to such employees for such periods of absence, or discharge.
- 10.1.9.1** Shared sick leave pool. A regular full-time or regular part-time employee shall be allowed to receive sick leave donations from other qualified employees. Employees may donate leave time to other employees, but must have a balance of 40 hours of leave time remaining once the donation is complete. Employees who are receiving donated leave must use all of their leave in advance of receiving donated leave with the exception of 40 hours of vacation time.
- 10.2 Vacations.**
- 10.2.1** Annual paid vacations shall be granted to employees. Paid vacations will be granted according to City policy. Vacation time is intended to provide the employee with a period of relaxation away from work. No vacation time will be paid without the corresponding number of hours taken as time off.
- 10.2.2** Vacation should be scheduled for a minimum disruption of City operations. Leave requests must be submitted to the Department Head, or his/her designee, for approval no later than two (2) weeks prior to the scheduled leave. The Department Head, or his/her designee, may waive the two (2) week prior notice if a leave request does not interfere with scheduled work and will not require the department to incur overtime. When vacation requests are received, the approved vacation schedule will take into account the individual's requests and the needs of the City in providing for City services. Seniority will be considered if there is a conflict between two or more employees' requests for vacation days; however, once an employee has been approved for a vacation request, that employee is entitled to the vacation date even if a more senior employee may later request the same vacation days.
- 10.2.3** If an employee leaves City employment during the initial six-month probationary period, they will not receive a cash-out of any accrued leave benefits.

- 10.2.4** Once an employee is on approved unpaid leave for a period of 30 consecutive days, he or she will no longer accrue additional vacation or sick leave benefits during their leave. The employee will resume normal sick leave and vacation accruals upon their return to work.
- 10.2.5** Employees shall accrue vacation on a monthly basis according to the following schedule. Vacation shall be requested and approved according to pay policies. Employees may accrue vacation for a maximum of two (2) years, provided that prior to the end of the second year their accrual rate does not exceed the maximum listed below.
- 10.2.6** The maximum vacation time which may be carried over from one year to the next is the number of eligible vacation days earned the previous year, as noted in the diagram below. When employees reach maximum accrual, their excess vacation hours will be cashed out or paid on a monthly basis for the next six (6) months. During that time, the employee is expected to make arrangements to use a significant portion of their accrued vacation. After six (6) months, if the vacation accrual remains at the maximum accrual rate, 50% of their excess balance of vacation hours will be cashed out.

Completed Years of Service	Hours per pay period	Days per Year	Hours per Year	Max
Start	3.67	11	88	
1	4.33	13	104	192
2	4.67	14	112	216
3	5.00	15	120	232
4	5.33	16	128	248
5	5.67	17	136	264
6	6.00	18	144	280
7	6.33	19	152	296
8	6.67	20	160	312
9	7.00	21	168	328
10	7.33	22	176	344
11	7.67	23	184	360
12	8.00	24	192	376
13	8.33	25	200	392
14	9.00	27	216	416
15	9.33	28	224	424

- 10.2.7** Any vacation time accrued shall be paid upon termination of employment. Holidays occurring during vacation, sick leave or other paid leave shall be charged paid holiday leave and shall not be charged as paid leave. Employees who have in service with the City full time for at least two (2) years may redeem (cash-out) accrued unused vacation hours. Any number of hours in the employee's vacation account can be redeemed, but only once each calendar quarter or at any time there is a verified family emergency, and no employee can reduce through redemption his or her

vacation account below a minimum of 80 hours. Cash-out or redemption of vacation hours may be requested at any time once per calendar quarter and at any other time in the event of a verified family emergency, and redemption of vacation time shall be at the employee's then-current hourly rate.

- 10.2.8** Employees who resign or are laid off due to a reduction in force shall be paid all accrued unused vacation time as part of their final paycheck.
- 10.2.9** If an employees' hire date falls on a date other than the 1st or the 16th of the month, for the purposes of vacation accrual, their hire date will be recorded as follows: If it falls within the 1st - 15th, their hire date shall be the 1st of the month. If it falls within the 16th - 31st, their hire date shall be the 16th of the month.

10.3 Holidays.

The City observes the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and Friday after Thanksgiving
Christmas Eve Day and Christmas Day
Two (2) Floating Holidays/Personal Days

- 10.3.1** New regular full-time employees will be paid for any observed holidays without a waiting period after being hired. New full-time employees hired on or after July 1 of a calendar year receive only one (1) Floating Holiday/Personal Day for that year.
- 10.3.2 Observance of Holidays.** The City will post the exact day each holiday will be observed. When a holiday occurs on Monday through Friday, the City observes the date of occurrence as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 10.3.3 Scheduled Holiday Work.** Whenever the City's operational needs require employees to work on a holiday, insofar as practical, holiday work shall be divided equally among the eligible employees. Employees who work on a holiday shall be paid time and one-half (1 ½) the regular rate of pay.

10.4 Jury Duty.

- 10.4.1** Employees who are called to serve on jury or appear as a subpoenaed witness in any established court will be released from work to do so; provided, however, the City shall have the right to petition the court to excuse the employee from jury duty or from the subpoena and the employee will cooperate with the City in the petition to be excused from jury duty or subpoena. During the period of such absence, regular employees will receive their regular wages, minus the amount received as jury duty or witness fees (except any amount for mileage reimbursement.)
- 10.4.2** Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals, except employees who appear in court as the plaintiff or defendant in any action shall not be paid for the time away from work unless that time is taken as accrued vacation time. On any day that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remain, the employee is to immediately inform an appropriate supervisor and report to work if requested to do so.

10.5 Other leaves.

- 10.5.1** Leave shall be granted in accordance with the Federal Family Leave and Medical Act or FMLA, and section 10.9 below.

10.6 Bereavement leave.

- 10.6.1** When a death occurs in an employee's immediate family, the employee will receive three (3) days of paid bereavement leave for in-state and five (5) days for out-of-state funeral planning, attendance and travel. If a question should arise regarding the appropriateness of the leave, the question will be referred to the Mayor's office for review.
- 10.6.2** An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule during the leave.
- 10.6.3** An employee in his/her trial period will not be granted paid bereavement leave. They may use sick leave or no-pay for the leave.
- 10.6.4** "Immediate family" as used for bereavement leave is defined as an employee's spouse, domestic partner, parent, children, grandchildren, great grandchildren, brothers, sisters, grandparents or the 'step' equivalent. This term also includes a spouse's parents, brothers, sisters and the 'step' equivalent.
- 10.6.5** Employees may be granted one vacation or sick leave day off with pay to participate in the funeral service of a non-family member.

10.7 Leaves of Absence – General

- 10.7.1** A personal leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for medical or personal reasons in excess of 15 calendar days per year. All such leaves are taken without pay.
- 10.7.2** A leave of absence must be requested in writing and submitted to the employee's immediate supervisor as soon as the need for such a leave is known. The City reserves the right to grant or deny any leave requested. All leaves granted are without pay unless the policies provide that previously accrued fringe benefits may be used to offset loss of pay during the leave.
- 10.7.3** No benefits such as vacation or sick leave are earned while on leave. Employees on leave must pay their own insurance premiums to keep coverage in force.
- 10.7.4** Employees on leave may return early from leave if they notify the supervisor at least three (3) workdays in advance. Employees may request an extension of their leave before the established return date. Failure to return from leave on or before the agreed-upon date, however, will result in termination.
- 10.7.5** Employees who have not been granted a leave of absence in accordance with Article 10.7 are expected to report for work each day as scheduled and responsibly manage their paid leave accruals (sick, vacation, floating/personal holiday) to ensure sufficient leave is available to cover absences. Employees who take unexcused, unpaid leave are subject to progressive discipline, including discharge, unless otherwise prohibited by state or federal law.
- 10.8 Military Duty.**
- 10.8.1** Any employee who is a member of the Oregon/Washington National Guard or a federal military unit is entitled to leave from his/her duties for up to 21 days each year beginning October 1st and ending the following September 30th for official military duty in accordance with RCW 38.40.060. "Day" for purposes of this section shall be defined as a 24-hour period. Such leaves are in addition to any other leave or vacation benefits. During the period of military leave, the officer or employee shall receive from the city his or her normal pay.
- 10.8.2** An employee who is called to or volunteers for service with the armed forces of the States, Oregon, or Washington National Guard or Reserves is entitled to reinstatement in his/her position upon completion of service, providing that the period of service is four years or less. Eligibility for and terms of reinstatement are administered in accordance with Chapter 73.16 RCW.
- 10.9 Medical Leave of Absence.** The City provides family and medical leave as required by state and federal law, including the federal Family Medical Leave Act (FMLA), state Paid Family Medical Leave (PFML), state Family Care Act, and federal Americans with Disabilities Act (ADA). Leave eligibility, benefits, and requirements are determined by applicable state or

federal law and will be administered by City policy. In the event City policy conflicts with state or federal law, then the minimum requirements of the law shall apply.

10.9.1 The City does not pay its share of any employee group insurance premiums during the medical leave, unless otherwise required by law. The employee may continue his/her group medical insurance coverage after the City discontinues paying its portion of the premiums by prepaying the entire premium during any affected period of the sick leave. Employees must arrange for a continuation of such coverage with the City prior to the commencement of the medical leave extension period. Employees on an unpaid medical leave do not accrue paid leave (vacation, sick, holiday) or receive other benefits.

10.10 Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.05. Eligibility for leave and benefits, which began January 1, 2020, was established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and therefore determined by the state. Each year, employees will pay through payroll deduction the full cost of the premiums associated with paid family medical benefits as determined under RCW 50A.10.030. The City shall not pay the employer-portion of the premiums unless required by law.

ARTICLE 11. OVERTIME

11.1 Work Periods for Overtime Calculation. The work week for overtime calculation, shall be the period of seven (7) consecutive 24-hour days beginning with the reporting time following the employees regularly scheduled days off ("weekend"), for example, 8:00 AM Monday to 7:59 AM the following Monday. The daily work period shall be the period of 24 consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

11.1.1 An employee requested to come in to work prior to the regular starting time shall have the option of going home at the end of eight (8), ten (10) or twelve (12) hours, paid at the straight time rate, or working to the end of the regular shift with the additional time at overtime rates, provided the supervisor does not have additional work that is necessary.

11.2 Compensation for Overtime. Employees normally shall be compensated at one and one-half (1 ½) times their regular (as defined in Section 11) rate of pay for hours worked in excess of forty (40) in a week or in excess of their eight (8), ten (10) or twelve (12) hour daily shift. The calculation of time worked for overtime purposes shall include holidays, vacation, sick leave and comp-time used. Overtime will be paid to the nearest quarter hour. On occasion, an employee, may ask to flex a few hours from one day to another day in the same forty hour pay period. In this instance, flexing of hours will not constitute overtime pay. The use of flexing time may be denied by the supervisor, and in doing so, the supervisor's decision cannot be grieved.

- 11.3 Compensatory Time Option.** With the authorization of the department head and the employee, an employee may elect to be compensated for overtime work in the form of compensatory time off rather than pay. Either party may require that overtime be compensated in pay. Such compensatory time shall be accrued at the employee's overtime rate (1½ compensatory hours accrued for every hour worked) and may be accumulated to a maximum of forty-eight (48) hours. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination or transfer to another department. Employees who accrue compensatory time above forty-eight (48) hours will be paid for any excess comp-time at their regular rate of pay. All employees must use their comp-time within a year from the date accrued, at which point the employee has the choice of either using the time or the City issues a check for the time at the overtime rate of 1½ times regular pay.
- 11.4** All overtime must be authorized by the employee's Department Head or his/her authorized representative prior to being worked.
- 11.5 Assignment of Overtime.** Overtime assignments shall be based on policies and procedures established by the City. The Employer will attempt to meet its overtime requirements on a voluntary basis from current employees. In the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

ARTICLE 12. UNION ACTIVITIES

- 12.1 Anti-Discrimination Against Union Members.** It is mutually understood that the City will not in any manner discriminate against any member of the Union as the result of such member's activities on behalf of the Union and in furtherance of the purposes of the Union.
- 12.2 Negotiations.** The Union's Bargaining Committee and or Shop Stewards may attend and represent the Union at contract negotiations. If negotiations occur during work hours, the attending members who are scheduled to work at that time will be compensated. If negotiations occur outside of work hours, the members attending will not be compensated. The same compensation policy shall apply to meetings and hearings wherein an employee is entitled to representation, and scheduled Union meetings with a City representative, except that the Union will select a Shop Steward to attend.
- 12.3 Union Bulletin Board.** The Employer shall provide a conspicuously located space in a location accessible to all employees for a Civil Chapter Bulletin Board.

ARTICLE 13. GRIEVANCE PROCEDURE

13.1 Purpose and Scope

- 13.1.1** The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation,

application, enforcement or alleged violation of an express provision of this Agreement and appendices shall constitute a grievance.

13.1.2 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

13.2 Filing and Processing Requirements. A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Union representative, or by the Union as class grievance (hereafter described as "the grievant"). No grievances shall be processed beyond Step 3 without Union concurrence and representation.

13.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning written warnings may not be processed beyond Step 2.

13.2.2 Class or class action grievances of bargaining unit wide application shall be initially submitted at step 2. Class grievances are those which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

13.2.3 A written grievance shall be signed and dated and indicate the step at which is being filed. Grievances not meeting the requirements of this section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

13.3 Timelines.

13.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing,

by the aggrieved employee, or the Union in a class grievance, and the appropriate Employer representative at each step.

- 13.3.2** A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the last decision received by the grievant or the Union. A grievance or complaint not responded to by the Employer representative shall be moved to the next step in the procedure.
- 13.4 Steps.**
- 13.4.1** **Steps** to resolve the grievance informally with the immediate supervisor, the grievant shall present the grievance in writing to his/her immediate manager (defined as the first level of management not included in the bargaining unit or as otherwise designated by the department head or elected official). The grievance must be filed within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence or the date of conclusion of informal resolution attempts. Copies of the grievance shall be filed with the department head or elected official. The immediate manager must respond in writing within ten (10) working days.
- 13.4.2** **Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall submit the written grievance to the department head or elected official within ten (10) working days, following the manager's response. The department head or elected official shall respond in writing to this grievance within ten (10) working days.
- 13.4.3** **Step 3.** If the grievance has not been resolved, the Union may refer the dispute to final and binding arbitration. The Union shall notify the City in writing of submission to arbitration within ten (10) working days after receipt of the Employer's written response in Step 2 above.
- 13.4.4** The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.
- 13.5** **The Union and the City shall endeavor to mutually agree upon an arbitrator.** If a mutually acceptable arbitrator cannot be determined, the Union requesting arbitration shall request a list of eleven (11) qualified neutrals (or as many as are available) from the Public Employment Relations Commission. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The first strike shall be made by the party requesting arbitration.
- 13.6** The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator 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 or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the issues submitted to him/her. The decision of the arbitrator shall be submitted within thirty (30) days and shall be final and

binding upon the employees, the Union and Employer. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

- 13.7** Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy or the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript.
- 13.8 Mediation-Arbitration (Med-Arb).** As an alternative or supplement to the grievance procedure, or for such other purpose as the parties may mutually determine, the parties may invoke a mediation-arbitration process to resolve grievance or other issues between them as provided herein. As contemplated by this section, mediation-arbitration would involve the mediation program offered at no charge by the Public Employees Relation Commission (PERC), then, if that process fails to achieve a resolution, to use PERC's arbitration service or any other mutually agreeable dispute resolution process that would be binding on both parties. A decision to utilize med-arb shall be voluntary by both parties and subject to the following understandings:
- 13.8.1** The mediator-arbitrator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-basis mediator-arbitrator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.
- 13.8.2** If the parties agree to enter into mediation-arbitration, the mediator shall first attempt to assist the parties in achieving a voluntary resolution. If none can be achieved, the mediator-arbitrator shall be empowered to fashion a remedy or resolution which shall be binding upon both parties.
- 13.8.3** If the mediation process fails to produce a settlement, it is envisioned that the arbitrator will issue a "bench decision", based on his/her understanding of the positions of the parties gained through the mediation step and a formal hearing with exhibits, testimony, briefs, evidence, etc. is not expected to be necessary or required.

ARTICLE 14. LAYOFFS

- 14.1** The City may lay off employees where there are changes in duties or a reorganization of positions; a position or service is abolished; there is lack of work or shortage of funds; or other appropriate reasons. Efforts will be made to integrate affected employees into other available positions. The procedures are generally as follows:
- 14.1.1** Whenever a layoff is anticipated, employees whose jobs may be affected will be notified of the situation, and what options may be made available to them.

- 14.1.2 Temporary employees performing similar work in the same department or division will be laid off before regular employees are affected.
- 14.1.3 Options such as part-time work schedules, job-sharing and voluntary time and/or pay reductions may also be explored if, in the opinion of the department supervisor, such options are feasible.
- 14.1.4 Regular employees within the bargaining unit will be retained on the basis of seniority.
- 14.1.5 For a period of one (1) year from the day of layoff, regular employees who were laid off shall be offered the first opportunity to fill comparable vacant positions which become available. The employee may be placed on the City's job announcement mailing list for 12 months from the effective date of the layoff to assist them in applying for other job vacancies with the City for which they are qualified. The City will consider assigning a laid off employee to a vacant position, but the laid off employee must be qualified for the comparable vacant position, including having all necessary education, training, and certifications for the position, with the exception of a minimum period of re-training to orient to the vacant position.
- 14.1.6 The City, at its discretion, may provide limited out-placement services to regular employees who have been laid off, such as job counseling, assistance in development of resumes, and assistance in locating contacts and resources which may lead to other suitable employment.

ARTICLE 15. SAVINGS CLAUSE

- 15.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.
- 15.2 The parties agree that this Agreement may be reopened as necessary to accommodate legislative changes, judicial interpretations or other mandates.

ARTICLE 16. DISCIPLINE AND TERMINATION

- 16.1 **Probationary Periods.** New employees shall serve a probationary period of six months, unless extended under Article 6.3, plus any period of unpaid leave occurring during the probationary period. Employees shall serve a six (6) month probationary period following promotion or transfer between classifications within a Department. The Employer may discipline or discharge an employee at any time during an initial or promotional probationary period, with or without

just cause, and such discipline or discharge shall not be subject to appeal except a promotional probationary employees shall have the right to grieve a discharge. Employees who fail a promotional probationary period for non-disciplinary performance reasons shall be returned to their former classification, position and salary step.

16.2 Disciplinary Actions. Employees who are not serving a probationary period may be disciplined in the form of a verbal warning, written warning, suspension, demotion or discharge for just cause except that oral warnings cannot be grieved and grievances concerning written warnings may not be processed beyond Step 2 (Department Head or Elected Official). Discipline action shall be corrective and progressive in nature.

16.2.1 In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to a Union representation at such meetings.

16.2.2 Employees shall be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Union. All such letters will be placed in the employee's personnel file; however, the employee may also request that a rebuttal statement be included in the file as well.

16.3 Disciplinary Investigations and Meetings. In the investigation of matters that may lead to employee discipline, an employee shall be afforded an opportunity to request Union representation at an investigatory meeting. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Union representation is not required at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed.

16.3.1 The presence of a representative shall not impair or impede the employer's investigation. If the employee may be subjected to criminal charges, the employee must be properly informed to permit the employee to invoke the right to remain silent, as provided by the Constitution. Discipline will not be based on the employee's decision to evoke this right; however, the City reserves the right to provide a Garrity warning/immunity to compel the employee to answer. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action.

16.4 Personnel Files. Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a

business need for the access, or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written warnings shall not be considered for purposes of progressive discipline after two (2) years if there are no related problems within that time.

- 16.5 Indemnification.** The City shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with the City. The City may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside counsel at the discretion of the City.

ARTICLE 17. WAGES

- 17.1** Effective January 1, 2024 – the Employer agrees to increase monthly salary/wages paid to each employee by 5% across the board.

Effective January 1, 2025 – the Employer agrees to increase monthly salary/wages paid to each employee consistent with CPI-W at a minimum of 2.5% and a maximum by 4.5% across the board.

Effective January 1, 2026 – the Employer agrees to increase monthly salary/wages paid to each employee consistent with CPI-W at a minimum of 2.5% and a maximum by 4.5% across the board.

- 17.2** All step increases from one step to a higher step shall be effective January 1st of each year.
- 17.3** The parties agree that if during the life of this Agreement City revenues decreases such that layoff of employee is imminent, the parties shall negotiate wage and benefit issues in an attempt to minimize or prevent layoff of current employees.

ARTICLE 18. HEALTH & WELFARE

- 18.1** Premium Costs. Effective January 1, 2024, the City agrees to pay 100% of each employee's health care insurance premium for health, dental, and vision as provided by the Oregon

Teamsters Employers Trust (OTET) for the duration of this Agreement (2024-2026). To receive health, dental, and vision coverage the employee must be compensated for eighty (80) hours or more during the preceding month. The plans will be the current GW-L, D-6, and V-4 for medical, dental, vision. as provided to employees covered in during the term of this agreement.

- 18.2 Increase in Premium Rates – Cost Share.** Should the Oregon Teamsters Employer Trust (OTET) determine it is necessary to increase the monthly premium rates to maintain the same level of benefits as described above, the City shall make the full cost of the premiums to the Trust for any increases in the premium. However, the City shall absorb all premium cost increase, if any, on a pre-tax basis until the cost share for the full premium reaches 10%. Thereafter, and during the duration of this Agreement, the full premium cost shall remain at a 50/50 split (50% paid by the City and 50% paid by each employee. Employee cost share shall be through payroll deduction.)
- 18.3 Life Insurance.** The City shall pay for Life Insurance in the amount of \$25,000 for each full-time employee at no cost to the employee for the duration of this Agreement. The life insurance will be purchased through the Association of Washington Cities insurance program. The employee may purchase additional life insurance coverage and pay for such coverage through payroll deductions.
- 18.4 Long-Term Disability Insurance.** The City shall provide and pay the cost of long-term disability insurance with customary provisions, including a 180-day waiting period. The long-term disability insurance will be purchased through the Association of Washington Cities insurance program.

ARTICLE 19. UNIFORM ALLOWANCE/ VEHICLE

- 19.1 Equipment/Uniform.** For the duration of this Agreement, the City will provide a \$650 clothing and boot allowance annually for each represented Maintenance and Operator employee. Items purchased with the clothing allowance shall be professional in appearance and suitable to the employee's duties. Work attire shall meet supervisor requirements. Shirts shall have a City logo on the left side. Coats, sweatshirts, pullovers, zips and fleece jackets shall have a City logo. The employees are responsible for laundering and replacing pre-approved uniforms due to wear and tear.
- 19.1.1** Newly hired employees shall receive half of the annual clothing allowance upon being hired with the City. The remaining amount of the clothing allowance will be paid to the employee upon successful completion of their probationary period.
- 19.2 Vehicles.** City owned vehicles shall be used only as authorized by the La Center City Council for transportation needs relating to official City business. No City vehicle shall be utilized for transportation to and from an employee's place of residence unless authorized in policy by the La Center City Council and approved in advance by the Mayor or his/her designee, and subject to

revocation at the discretion of the City. The City Council reserves the right to revoke at any time the use of City owned vehicles for any purpose other than official City business. The authorized employees must maintain a current valid Washington State Driver's License in good standing.

- 19.3 Mileage Allowance.** All employees required by the Employer to use their private cars for official business, as directed by the Employer, shall be compensated at the same rate as provided by the I.R.S. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of member's cars. Compensation shall not be made for employees traveling from home to work and return.

ARTICLE 20 - RETIREMENT

- 20.01 Participation in Western Conference Teamsters Pension.** At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to participate in the Western Conference of Teamsters Pension Trust Fund, including determination for deferring denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 annually. Deferrals, if any, shall be effective January 1 of each contract year. All contributions are to be allocated to the Basic Plan. This plan is in addition to employee's participation in the Washington State Retirement System (DRS) as required.

20.02 Contributions.

Effective January 1, 2022, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

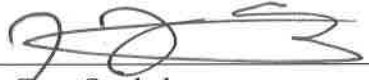
<u>Effective Date</u>	<u>Total\$/Hour Basic Plan</u>
<u>January 1, 2024</u>	<u>\$1.00</u>
<u>January 1, 2025</u>	<u>\$1.00</u>
<u>January 1, 2026</u>	<u>\$1.00</u>

The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specific, shall be breach of this Agreement.

ARTICLE 21. SCOPE AND DURATION

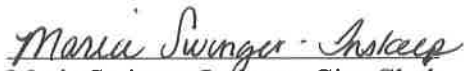
- 21.1 Entire Agreement.** This Agreement and its appendices constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The City and the Union hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the City may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.
- 21.2** The parties agree this Agreement may be reopened as necessary to accommodate legislative changes, judicial interpretations or other mandates.
- 21.3 Duration and Renewal.** This Agreement shall be effective January 1, 2024, except for such provisions as are mutually agreed to be effective upon an alternative date. It shall remain in full force and effect through December 31, 2026.

FOR THE CITY OF LA CENTER:

By: 
Mayor Tom Strobehn

Date: 1/3/2024

Acknowledged:


Maria Swinger-Inskeep, City Clerk

TEAMSTERS 58

By: Thomas Alcomendas
Thomas Alcomendas

Date: 12/29/2023

Date: 12/29/23

ATTACHMENT A - WAGE SCHEDULE FOR 2024

ACTUAL SALARY MATRIX*

2024 Salary Schedule - Per Prior CBA +5%								
Hourly Pay Matrix	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Clerk / Police I (Entry Level)	25.33	26.11	26.92	27.75	28.61	29.49	30.40	31.34
Clerk / Police II	27.34	28.19	29.06	29.96	30.89	31.85	32.84	33.86
Clerk / Police III	29.53	30.44	31.38	32.35	33.35	34.38	35.44	36.54
Accountant	36.92	38.06	39.24	40.45	41.70	42.99	44.32	45.69
Senior Accountant	40.44	41.69	42.98	44.31	45.68	47.09	48.55	50.05
Associate Planner	33.29	34.32	35.38	36.47	37.60	38.76	39.96	41.20
Senior Permit Specialist	33.29	34.32	35.38	36.47	37.60	38.76	39.96	41.20
Operator I	29.19	30.09	31.02	31.98	32.97	33.99	35.04	36.12
Operator II	32.46	33.46	34.49	35.56	36.66	37.79	38.96	40.16
Operator III	36.65	37.78	38.95	40.15	41.39	42.67	43.99	45.35
Chief Wastewater Operator	39.21	40.42	41.67	42.96	44.29	45.66	47.07	48.53
Maintenance I	28.33	29.21	30.11	31.04	32.00	32.99	34.01	35.06
Maintenance II	30.54	31.48	32.45	33.45	34.48	35.55	36.65	37.78
Maintenance III	31.50	32.47	33.47	34.51	35.58	36.68	37.81	38.98
Maintenance III Lead	33.08	34.10	35.15	36.24	37.36	38.52	39.71	40.94
Building Official	42.77	44.09	45.45	46.86	48.31	49.80	51.34	52.93
Monthly Salary Matrix								
Building Inspector	6,239.00	6,432.00	6,631.00	6,836.00	7,047.00	7,265.00	7,490.00	7,722.00
Planner	6,818.00	7,029.00	7,246.00	7,470.00	7,701.00	7,939.00	8,185.00	8,438.00

Effective January 1, 2025 – the Employer agrees to increase monthly salary/wages paid to each employee consistent with CPI-W at a minimum of 2.5% and a maximum by 4.5% across the board.

Effective January 1, 2026 – the Employer agrees to increase monthly salary/wages paid to each employee consistent with CPI-W at a minimum of 2.5% and a maximum by 4.5% across the board.

At the time of ratification, the membership opted to defer on dollar (1) from wages to the pension in years 2024-2026 by majority vote.