



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELLENSBURG

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

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COLLECTIVE BARGAINING AGREEMENT

CITY OF ELLENSBURG

THIS AGREEMENT is made and entered into at Ellensburg, Washington, this 1st day of January 2020 by and between the CITY OF ELLENSBURG, WASHINGTON, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the rates of pay, hours of work and other conditions of employment between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

WHEREAS, the City has endorsed the practice of the procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function of the obligation of the City acting through the City Manager to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens.

AND WHEREAS, the parties hereto desire to cooperate in establishing conditions that will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustments of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time office, clerical and technical employees in the Finance, Public Works, Energy Services, Recreation, Planning and Community Development, and Police Departments of the City of Ellensburg, Washington, excluding supervisors and confidential employees.

Section 1.2 Employees within a classification funded by Federal or State Manpower Training Programs shall be excluded from coverage of this Agreement and the high school cooperative educational program currently in place. Pay rates for employees in these positions shall be determined by the Federal or State programs providing the funding. When an employee is transferred from a Federal or State supported employment program to a position funded by applicable fund revenues, the incumbent and the City shall adhere to the terms and conditions of this Agreement. Employment programs funded by Federal or State sources are considered temporary and of a supporting nature only and there shall be no intent on the part of management to permanently replace regular staff members with employees from such programs.

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer shall upon appointment of a covered employee, furnish the Union each month with a list of all new hires, their home addresses, job title, beginning salary, date of hire, and social security number. Each month, the Employer shall provide the Union with the number of hours each bargaining unit employee worked the previous month. The Employer shall also furnish a list of names with job titles of all terminations. A representative of the Union will be permitted up to thirty (30) minutes to meet with new employees sometime during their orientation.

Section 2.2 The Employer shall deduct dues from the employee's pay upon written authorization from the employee. Such authorization shall remain in effect until revoked by the employee in writing to the Employer and the Union. The Employer shall notify the Union via email as soon as practicable once becoming aware of any bargaining unit member revoking authorization to deduct union dues.

Section 2.3 The Employer also agrees to make flat amount payroll deductions for individual employees who voluntarily execute an OPEIU Local 8 PAC Check-off Authorization form: provided however, such Authorization form may be revised not more than once annually. Such dues and deductions shall be transmitted to the Office and Professional Employees' International Union Local No. 8. The Union agrees to indemnify, defend and hold harmless the City from and against any and all loss or damage, claims, demands, suits, judgments or other forms of liability arising from the operation of this section. It is agreed that neither any employee nor the Union shall have any claims against the City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

Section 2.4 HARDSHIP FUND. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntary executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. Employees will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union agrees to indemnify, defend and hold harmless the City from and against any and all loss or damage, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

ARTICLE 3

HIRING, PROMOTIONS AND DOWNGRADES

Section 3.1 Procedures relating to the filling of vacant and promotional positions.

Section 3.1(a) Notice of all job vacancies shall be posted for five (5) working days in all City

Departments wherein employees of this Agreement are covered. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position.

Section 3.1(b) Unless mutually agreed to in writing by the Employer and Union, only covered employees who make timely application by submitting an Employee Requested Transfer/Promotion Application during the five (5) workday period will be considered eligible for the vacant position. An employee who does not submit an Employee Requested Transfer/Promotion Application during this five (5) day work period may still apply for the position by the advertised deadline for applications to be received, but shall be treated as an outside applicant for all aspects of the hiring process, and the requirements of Article 19.2(a) shall not apply if the application is for a promotional opportunity.

Section 3.1(c) Employees who make application for a vacant position will receive written notification of acceptance or rejection. An announcement will be posted on the Union bulletin board notifying all employees of the employee selected for the vacant position. It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply have the required qualifications for the particular job, including but not limited to, any required education, training, experience and/or certifications, as well as an acceptable level of performance in his/her current position based on a review of the employee's attendance, performance evaluations, commendations and/or disciplinary notices.

Section 3.1(d) The awarding of all vacant and promotional positions shall be subject to the seniority system of Article 19.

Section 3.1(e) The City shall not be denied the right to employ an individual from outside sources once the provisions of Sections 3.1(a), (b), (c), and (d) have been exercised and it has been determined covered employees who have made application through the Employee Requested Transfer/Promotion Procedure are deemed unqualified for the position.

Section 3.1(f) A regular employee who has been employed for at least twelve (12) months by the City and who transfers into a new job classification which has substantially the same duties, skills, and knowledge as the job classification from which the employee has transferred shall receive the full current base salary of the new position immediately upon starting the job. Employees who have not been employed by the City for twelve (12) months and/or who transfer into a position which is not substantially similar to the one from which the employee has transferred shall receive not less than ninety percent (90%) of the current base salary for the position for the first three months and the full base salary thereafter, provided the employee has successfully completed his or her probation; payment of the full base salary requires the completion of probation.

Section 3.1(g) WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by his/her Department Head or designee, to perform work in a higher pay classification shall receive the starting pay level of such classification for all time so assigned: provided however, that in order to receive such higher pay, the employee must have been assigned to and have adequately performed the essential duties and responsibilities of

the higher classification for a period of five (5) or more consecutive days. The referenced five (5) days shall relate to consecutive work days for each separate and specific instance or work project. If the starting pay level of the higher class position is lower than the employee's pay level in his/her regular position, the employee shall be compensated at the higher classification's next pay level above the employee's regular pay level.

Section 3.2 PROBATIONARY SCHEDULE.

Section 3.2(a) Newly hired employees shall have a six (6) month probationary period. Such period shall be for the purpose of ascertaining fitness for regular employment with the City in the position occupied. The probationary period may be extended by the Department Head for an additional ninety (90) days. Employees that have an extended probationary period will receive a performance plan that clearly outlines areas of performance that need to be addressed. Newly hired employees shall be paid no less than eighty percent (80%) of the current base salary during the first six (6) months of employment with the City, no less than ninety percent (90%) during the next six (6) months, and the full base salary on their one year anniversary date of hire.

Section 3.2(b) A current employee who has completed a probationary period and transfers into another position with substantially the same duties, skills, and knowledge shall have a ninety (90) day trial service period. An employee who has completed a probationary period and transfers into another position that does not have substantially the same duties, skills, and knowledge shall be paid no less than the higher of either eighty percent (80%) of the current base salary of the new position or the base salary of their former position, and have a six (6) month trial period. If the employee has not completed a probationary period, and/or if the duties, skills, and knowledge of the new position are not substantially the same as those of the position from which the employee has transferred, the trial service period shall be for six (6) months.

Section 3.3 DOWNGRADES.

Section 3.3(a) A newly-transferred regular employee who is deemed unable to satisfactorily perform the duties of the new position during the trial service period, or who voluntarily requests to demote, shall be returned to the previously held position provided it, or another in the same classification, is vacant. Vacancy shall mean an unfilled position or one that is filled with a temporary employee.

Section 3.3(b) If a vacancy is not available, then an employee who volunteers or is required to demote, shall have the right to be placed on the eligibility list for the previously held classification or for other positions within the City which become available. This will entitle said employee to reinstatement upon the first available vacancy occurring in the ensuing twelve (12) months, provided the employee holds the necessary qualifications.

ARTICLE 4

DISCIPLINE AND TERMINATION

Section 4.1 The Employer shall not discharge or suspend an employee with seniority without just cause. The Employer retains the right to discipline or discharge initial probationary employees for any lawful reason and any such action shall not be subject to the grievance procedure or further recourse. An unlawful reason would be a clear violation of Federal, State or local statute (e.g. racial, age or handicap discrimination, sexual harassment).

Section 4.2 The parties agree that the primary emphasis shall be placed on preventative measures and effective employee-management relations. The primary objective of discipline shall be to correct and change performance and/or conduct while enhancing accountability to the public.

Section 4.3 Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the objective of correcting the problem(s). Often counseling and verbal warnings will accomplish the objective but in certain situations, written reprimands, 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.

Section 4.4 A uniform notice system shall be used for poor work performance, or violations of City rules, regulations and procedures. The notice system may include: coaching, documented verbal warnings, written reprimands, suspension without pay; demotion; or discharge. Normally, not less than one (1) written warning notice shall have been given to an employee prior to suspension for work performance reasons. Prior to discharge for work performance reasons, normally no less than three (3) written warning notices shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspensions(s).

Section 4.4(a) Notwithstanding any other provisions of this Article, the progressive discipline process need not be used for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property.

Section 4.4(b) A copy of all written warning notices shall be submitted to the employee, Shop Steward and Union within twenty-one (21) calendar days of either the date of the cited violation or the date when the cited violation became known to the Employer, if that latter date is within a reasonable period after the date of the occurrence of the cited violation, whichever date is later; noncompliance with the twenty-one (21) day time limit will set aside the written warning notice as being null and void. Notwithstanding the foregoing, the Employer may

extend the timeline when the nature of the performance or conduct issue requires an investigation that cannot reasonably be completed within twenty-one (21) days or because of scheduling conflicts with City employees. Any extension beyond twenty-one (21) days requires agreement of the Union, which shall not be unreasonably withheld.

Section 4.4 (c) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action. A written warning letter will be removed from the employee's personnel file after twelve (12) months from the date of issue provided that no other discipline has been issued within the twelve (12) months period. If another written disciplinary notice has been issued within this time period for the same or similar reason(s), then both written disciplinary notices shall remain in the personnel file for an additional twelve (12) months from the date of the latest written disciplinary notice. In any event, twelve (12) months may be extended to twenty-four (24) months for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property. If another written disciplinary notice has been issued within the twenty-four month time period for the same or similar reason(s) as any previous discipline in the employee's personnel file, then both written disciplinary notices shall remain in the personnel file for an additional twenty-four months from the date of the last written disciplinary notice.

ARTICLE 5

EMPLOYEE PERFORMANCE REVIEWS

Section 5.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

Section 5.1(a) After an employee has successfully completed the appropriate period of probation and is certified to regular status, the employee's anniversary date of employment shall be retroactive to the date first employed on a full time or regular part time status. The "Employee Performance Review" is the review and appraisal of an employee's performance against established standards for a given position, the appraisal to be made by the employee's immediate supervisor with a final review by the Department Head. A suitable standard form for properly conducting an "Employee Performance Review" shall be developed by the City Manager which form shall be used in making reviews.

Section 5.1(b) Each covered employee shall be afforded the opportunity to provide comments related to the performance rating made by the employee's immediate supervisor or Department Head. The reviews shall include an interview between the employee and the employee's supervisor.

Section 5.1(c) Each covered employee shall be provided with a copy of the completed performance review.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 Neither the Union nor the Employer in performing their obligation under this contract shall be arbitrary and capricious in matters of hiring, promotion, transfer, layoff, discharge or in matters concerning establishing working conditions or other conditions of employment.

Section 6.2 The Employer and the Union agree not to discriminate against any employee for activities on behalf of or for membership in the Union.

Section 6.3 The Employer, in carrying out its obligations under this contract, shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, creed, national origin, sex, sexual orientation (including gender identity) age, marital status, status as a disabled or Vietnam era veteran, or the presence of a handicap, and the Employer shall fully comply with all applicable local, state and federal laws.

Section 6.4 The Employer and the Union jointly recognize the need for compliance with the Americans with Disabilities Act (ADA); the Employer shall comply with the terms and conditions of that Act.

ARTICLE 7

WORKING RULES

Section 7.1 The City shall furnish the Union a copy of any work rules or regulations applicable to the bargaining unit members within thirty (30) days of adoption. In the event the Union is not provided with a copy of the rules or regulations within the thirty (30) day limit, the newly adopted rules or regulations shall have no impact or effect upon bargaining unit employees.

Section 7.2 ALCOHOL AND DRUG ABUSE. An employee whose work performance may indicate the presence of a drug or alcohol problem may be directed to seek counseling and/or other assistance. No employee's job security will be placed in jeopardy as a result of seeking corrective treatment or advice as long as the employee is following a prescribed program approved by the City. However, it is the responsibility of the employee to correct unsatisfactory work performance resulting from apparent substance abuse. Failure to take or continue corrective action may result in appropriate disciplinary action up to and including discharge.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, powers and authority. Affairs of the Employer concerning which such prerogative is reserved, to include the following matters:

Section 8.1(a) The right to establish reasonable work rules and notify the Union as prescribed in Article 7, Section 7.1.

Section 8.1(b) The right to schedule overtime work in a manner most advantageous to the City and consistent with the requirements of municipal employment, the public interest, and the provisions of Article 16 of this Agreement.

Section 8.1(c) The right to discipline or discharge employees only for just cause.

Section 8.1(d) The right to layoff employees for lack of work or funds or because of the occurrence of conditions beyond the control of the Employer or where continuation of work would be wasteful and unproductive in the opinion of the Employer after consulting with the Union and considering its opinion.

Section 8.1(e) The right to determine schedules of work, including flex-time and hours of work to establish the methods and procedures by which the work is to be performed, insofar as it is not inconsistent with the terms of this Agreement.

Section 8.1(f) The right to expect a covered employee to perform incidental duties only temporary in nature directly and reasonably related to responsibilities prescribed in the job description although these incidental duties may not be specifically enumerated in such job description. It is not meant by the performance of these duties to replace work or jeopardize bargaining unit positions.

Section 8.1(g) The right to contract out for any work or services performed by the Employer including work or services performed by covered employees under this Agreement. This right to contract or subcontract shall not be used by the City for the purpose or intention of undermining the bargaining unit or to discriminate against its members. The Union shall be advised in writing in advance of any intention to contract or subcontract and the Union will be allowed to review any plans to do so. It is further agreed that the Employer will attempt to place employees affected by the contracting or subcontracting out of work in positions that are created by the contracting or subcontracting.

Section 8.1(h) Management reserves the right to establish new classifications but the rates of pay pertaining to such new classifications shall be set by negotiations between the Employer and Union.

Section 8(i) The employer agrees that volunteers shall not be used for the purpose of displacing regular full-time or regular part-time positions.

ARTICLE 9

CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES

It is agreed that it is the intention of the parties that this Agreement shall be consistent with the personnel resolutions and City of Ellensburg ordinances, and where it is found that provisions of this Agreement are in conflict, that the language of this Agreement shall prevail as to the employees covered thereunder.

ARTICLE 10

CONTINUATION OF WORK AND LOCKOUTS

Section 10.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 10.2 The Employer agrees that it shall not lock out its employees. In the case of a legal picket line established by another Union in a strike, the Employer shall not require members of the bargaining unit to cross the picket line or to perform work normally performed by these other employees. It is further understood and agreed that refusal by a bargaining unit employee to go through a legal picket line shall not constitute a violation of this Agreement, nor shall such refusal be cause for discharge or disciplinary action of any kind.

Section 10.3 The Union shall not cause or condone any work stoppage, slowdown, refusal to perform customarily assigned duties, and sick leave absences which are not bona fide during the term of this Agreement, and if any such occur, the Union agrees to take appropriate action to end such interference.

ARTICLE 11

UNION BUSINESS

Section 11.1 The members of the Union Negotiating Committee, no more than two (2) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 11.2 A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business where there are more than two (2) bargaining unit members working at that location. The Union shall consult with Management about the size, location and items to be posted on the bulletin board.

Section 11.3 The Business Agent of the Union shall be allowed admission to the Employer's

place of business at any reasonable time during working hours for the purpose of investigating conditions existing on the job, provided the Agent first notifies appropriate Department Director(s) and the City Manager or his/her designee. Said investigation shall be conducted so as not to unreasonably disrupt City operations.

Section 11.4 The Union shall have the right to set up its regular shop steward machinery, but no more than two (2) stewards shall be selected by the Union to act as steward at each of the following designated locations: City Hall and Police Headquarters, along with no more than two (2) additional stewards for the Parks & Recreation Department regardless of work location, and the employee so chosen shall be certified in writing to the Employer. A steward so certified may investigate and discuss grievances with individual members and such investigations will generally take place during City time, but with prior approval of the appropriate Department Head. This shall not preclude the shop steward from being allotted time to handle routine Union affairs provided that such activity shall be conducted so as not to unreasonably disrupt City operations. The shop steward may take and receive telephone calls on behalf of the Union.

Section 11.5 The Employer shall allow the Union to use the City Hall 2nd floor employee break room and Library employee break room at no charge for bargaining unit Union business, subject to their availability. Except with permission of the City Manager or as specifically provided herein, the Union shall not utilize City facilities, supplies, or equipment.

Section 11.6 Consistent with Articles 11.4 and 11.5, and following notification to the steward's Department Director, stewards shall be afforded reasonable time for the investigation of grievance issues. Other Union business will only be discussed on employer time to the same extent and with similar restrictions as the City allows employees to discuss other non-City issues during work hours.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1 POLICY. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust problems informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

Section 12.2 DEFINITION. Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and shall be subject to this grievance process.

Section 12.3 SPECIAL PROVISIONS.

Section 12.3(a) The term “employee” as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

Section 12.3(b) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and only after advance notice to the Department Head.

Section 12.3(c) During arbitration, if the Union desires to call City employees as witnesses, not less than seven (7) calendar days’ notice shall be given to the appropriate Department Head so that necessary scheduling arrangements can be made. In addition, the Union shall reimburse the City at the employee’s regular hourly rate for paid duty time devoted to appearance for the Union.

Section 12.3(d) A grievance may be entered into or advanced to any step in the grievance procedure if the parties so jointly agree.

Section 12.3(e) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

Section 12.3(f) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. Failure by an employee to comply with any time limitation of the procedure shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure shall allow the Union and/or employee to proceed to the next step.

Section 12.4 PROCEDURE.

Step 1 - Written Grievance to Immediate Supervisor.

If the complaint is not resolved informally, a grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within twenty-one (21) calendar days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.

3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance. The Supervisor and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary.

Within seven (7) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's department head and the Union steward.

Step 2 - Written Grievance to Department Head.

If a complaint is not resolved at Step 1, then a grievance may be submitted to the appropriate Department Head within fourteen (14) calendar days of the Step 1 decision. Said grievance shall include a copy of the Step 1 grievance and Step 1 decision. The Department Head and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary. A written decision shall be given within fourteen (14) calendar days following the receipt of the written grievance.

Step 3 - Grievance Appealed to City Manager.

If the employee is dissatisfied with the decision of the Department Head, he or she may, within fourteen (14) calendar days of the date of the Department Head's decision, request a review by the City Manager. The grievance shall delineate the areas of disagreement with the responses given at Step 1 and Step 2, and the reasons therefore. The City Manager shall meet with the employee and Union Representative or designee and/or conduct such investigation as he or she deems necessary, and shall forward a written decision to the employee and the involved Union Representative within fourteen (14) calendar days from receipt of the grievance.

Step 4 - Mediation.

If the grievance is not satisfactorily resolved at Step 3, then the moving party may, within fourteen (14) calendar days, submit the matter to mediation. Both parties must mutually agree upon the mediation process within ten (10) calendar days of the request. If there is no agreement upon mediation, the Union may advance the grievance to arbitration within fourteen (14) calendar days of when either party provides notification it will not agree to mediation. If mediation is used but fails to resolve the issue(s) within fourteen (14) calendar days of commencement of same, or such other time as the parties may agree, then the moving party may appeal to arbitration.

Step 5 - Grievance Appealed to Arbitration.

Either party to this Agreement may refer unsettled grievances which concern provisions of this Agreement to arbitration.

- (a) A request for arbitration shall be in writing and shall be submitted to the other party within fourteen (14) calendar days following the close of mediation or notification by a party that it will not agree to mediation. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.
- (b) An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, a joint request shall be made to the State PERC for a list of nine (9) arbitrators. Selection shall be made by alternate striking with the party striking first which struck second in the previous arbitration.
- (c) The arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.
- (d) The arbitration hearing shall be convened as soon as practicable after the selection process is completed.
- (e) The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) days following the rendering of the decision unless otherwise ordered by the arbitrator.
- (f) The cost of the arbitration shall be borne equally by the parties. Each party shall bear the cost for the preparation and presentation of its own case.

ARTICLE 13

TECHNOLOGICAL CHANGES

Section 13.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automative office machinery, it will notify the Union prior to such change and implementation and explain the nature and effect of such changes and job classifications affected.

Section 13.2 The Employer agrees to offer the new position(s) created by introduction of such technological changes to present employees who are displaced by such changes and who are qualified at the time of change-over to fill these positions before hiring from the outside market.

Section 13.3 The Employer agrees to institute a training program for those employees who are displaced by the introduction of such technological changes and who wish to accept employment

in these automated positions. However, such employees must meet the reasonable and consistent requirements established by the Employer for such positions. Displaced persons shall receive first consideration for the positions. The Employer will determine at the end of a period of sixty (60) working days of such training whether an employee is qualified for a regular appointment to an automated position. Should any question arise regarding the employee's qualifications in this instance, the matter shall be subject to the Grievance Procedure.

ARTICLE 14

VACATION PLAN

Section 14.1 Vacations shall be earned as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1 – 3 years inclusive	1 day (8 hrs.)	12 working days
4 – 8 years inclusive	1 ¼ days (10 hrs.)	15 working days
9 – 14 years inclusive	1 ½ days (12 hrs.)	18 working days
15 – 19 years inclusive	1 ¾ days (14 hrs.)	21 working days
20 – 24 years inclusive	2 days (16 hrs.)	24 working days
25 years and over	2 ½ days (20 hrs.)	30 working days

Section 14.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees hired prior to January 1, 1991, may defer up to 240 hours of accrued vacation. Employees hired after January 1, 1991, may carry over up to 192 hours (24 days) of vacation accrued from the previous year. These accrued hours must be used during the first year after carry over or will be lost on the 31st day of December. All requests for vacation must be approved, in writing, by the appropriate Department Head, or his/her designated representative, prior to the commencement of the requested vacation. Any denial of requested vacation must be a determination made in good faith and all reasonable efforts shall be pursued to reschedule the requested vacation prior to the end of the year. Holidays occurring during a vacation shall not be counted as a day of vacation.

Section 14.3 No vacation may be taken during the probationary period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Head. Newly-promoted or transferred employees shall be immediately eligible to use all previously-earned vacation leave.

Section 14.4 On termination of employment, employees shall be paid for accrued and unused vacation time. Employees hired after January 1, 1991, will be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 14.5 Covered employees working less than full-time shall receive the same vacation benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 14.6 Prorated annual vacation allowance may be used only when the employee has completed five (5) consecutive months of service. Vacation credits may be used in one quarter (.25) hour increments upon approval of the Department Head. Upon exhausting sick leave, an employee may use vacation credits during periods of illness.

Section 14.7 Vacation leave requests for requests over thirty-two (32) hours should normally be submitted a minimum of two weeks prior to taking vacation leave. A supervisor may deny a request for vacation leave usage because of work demands or may cancel vacation leave in case of an emergency unless the vacation leave is protected by the WPSL or other leave law. Any disputes in vacation leave usage may be informally taken to the department director, and his/her determination shall be final.

ARTICLE 15

LEAVES

Section 15.1 ACCUMULATION OF SICK LEAVE.

Section 15.1(a) Sick leave will be earned as follows:

<u>Per Month</u>	<u>Accruable</u>
1 Day (8 hours)	Sick leave to accrue without limit

Section 15.1(b) Covered employees working less than full-time shall receive the same sick leave benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 15.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 15.1(d) Covered employees shall earn no sick leave credits in the event the employee is off his or her job for a period longer than thirty (30) days, except as provided in Section 15.8(b) and when an employee is on paid leave under Section 15.9.

Section 15.2 USE OF SICK LEAVE.

Section 15.2(a) All full-time and regular part-time employees covered by this Agreement shall be entitled to sick leave pay at the employee's regular rate of pay when they are incapacitated for the performance of their duties by reason of sickness or injury, or when through exposure to contagious diseases, the employee at his or her post of duty would jeopardize the health of others. An employee may use sick leave to care for a family member in the event of illness or injury as defined in and accordance with the requirements of state and federal law. Planned sick leave shall be requested in writing which will not be unreasonably denied by the City. In order to receive compensation while absent on sick leave, the employee or someone on the

employee's behalf, must notify the employee's immediate supervisor or Department Head prior to the absence. The City may require a written statement from a medical doctor to validate a claim for sick leave if the illness/injury exceeds three (3) consecutive work days or if abuse of sick leave is suspected.

Section 15.2(b) SICK LEAVE ON VACATION. Whenever an employee off duty on paid vacation is actually injured or ill during that period, the employee may charge such absence to his or her sick leave account by sending prompt notice of sickness or injury to the Department Head. Remaining vacation shall then be deferred and loss of that vacation time shall not occur. The City may require a written statement from a medical doctor to validate a claim for sick leave during a period of vacation.

Section 15.2(c) The City reserves the right to require a covered employee to submit to a physical examination by a City approved physician at City expense.

Section 15.2(d) Employees may voluntarily donate their accrued sick leave in accordance with City Policy. Such donation of sick leave shall not be considered personal usage.

Section 15.3 SICK LEAVE PAYMENT UPON TERMINATION. Employees covered by the terms of this contract as of February 1, 1986, upon termination of employment for any reason except discharge for just cause shall be paid a sum equal to half of all accrued sick leave up to a maximum of 960 hours (payment not in excess of 480 hours). Any employee covered by this contract who starts employment on or after February 1, 1986 shall not accrue any sick leave for the purposes of payment upon termination.

Section 15.4 BEREAVEMENT LEAVE.

Section 15.4(a) In the event of a death of a member of an employee's immediate family the employee shall be granted a maximum of five (5) working days leave on any one occasion, the first two (2) days of which shall be without loss of pay. Additional bereavement leave beyond five (5) days may be authorized by the City Manager.

Section 15.4(b) Except for the first two days of bereavement leave, such leave shall be charged against the employee's accrued sick leave.

Section 15.5 MATERNITY LEAVE.

Section 15.5(a) The Union and the Employer agree that it is an unfair practice to discharge or penalize an employee in terms and conditions of employment because the employee requires time away from work for childbearing or placement for adoption or foster care.

Section 15.5(b) An employee who fulfills the notice requirements of this section shall be entitled to take a leave of absence for childbirth, or placement for adoption or foster care and thereafter return to her or his job under the same terms and conditions as any covered employee who is off the job for temporary disability.

Section 15.5(b)(1) To be entitled to leave under this section, an employee shall inform his or her supervisor in writing in advance of the anticipated childbirth or placement for adoption of his or her intention to take leave according to the requirements of Ch. 49.78. Notice must usually be given at least thirty (30) days in advance of the anticipated date of delivery or adoption, subject to certain exceptions. For premature birth, incapacity, or unanticipated placement for adoption, notice should be given as soon as possible, but at least within one working day of the birth, placement or incapacitation.)

Section 15.5(b)(2) Any employee on maternity leave shall be reinstated without loss of seniority to his or her former position or to an equal paying commensurate position.

Section 15.5(b)(3) Disabilities caused by childbirth and recovery there from shall be treated as such under the applicable sick leave, disability and health insurance programs named in this contract.

Section 15.5(b)(4) The laws against discrimination shall apply to married and unmarried employees alike. The Employer's maternity leave policy and benefits shall apply equally to married and unmarried employees.

Section 15.5(b)(5) The Employer shall continue the payment of negotiated health insurance premium(s) for as long as the employee is utilizing paid leave (Washington State Family and Medical Leave, sick, vacation, and/or holiday) or unpaid leave, as required by the Family and Medical Leave Act and/or Washington Family Leave Act. Other than as required by the above-cited Family and Medical Leave and Washington Family Leave Act exception, the employee is responsible for the payment of insurance premiums during any authorized leave of absence with pay.

Section 15.6 MILITARY LEAVE.

Section 15.6(a) In the case of military leave, the City of Ellensburg abides by the provisions of the laws of the State of Washington (RCW 38.40.060).

Section 15.6(b) Employees who are members of the National Guard or Federal Military Units are entitled to be absent from their duties for up to twenty-one (21) workdays with pay during each year beginning October 1st and ending the following September 30th while engaged in performance of ordered military duty and while going to and from such duty.

Section 15.7 MEDICAL LEAVE OF ABSENCE.

Section 15.7(a) Based upon a physician's written recommendation, an employee may be granted an additional unpaid medical leave for up to nine (9) months after the employee's leave under the Family and Medical Leave Policy has been exhausted, upon written approval from the City Manager. An employee returning from an approved leave shall be reinstated in the position held at the time the leave was granted or other equivalent position, if available, or the first available position for which the employee is qualified to perform. Accrued sick leave and vacation shall be taken before the leave of absence begins and the employee shall not

accrue vacation, sick leave, seniority or other benefits during the medical leave granted under this provision.

Section 15.7(b) An employee on an approved Medical Leave of Absence shall not earn sick leave credits while on such leave.

Section 15.8 INDUSTRIAL ACCIDENT LEAVE.

Section 15.8(a) Any employee covered by this Agreement who sustains a job-related injury or illness while on his/her regular job and is unable to return to work for more than a week, will be granted Family Medical Leave. While the employee is absent from work the employee will be paid available accrued leave. If the job-related injury/illness requires the employee to be absent from work for more than three (3) consecutive days, State Industrial Insurance (Worker's Compensation) will begin to pay time loss compensation. This compensation varies according to a set formula based on marital status and number of dependents.

An employee cannot use sick leave or paid vacation and receive worker's compensation at the same time, because this results in a "double payment." If a double payment occurs, employees must use the time loss money from worker's compensation to "buy back" the sick leave or paid vacation previously deducted from their accruals. Compensatory time cannot be bought back. Since worker's compensation only pays a percentage of full wages, an employee can only "buy back" a percentage of the leave their buy back sum represents. Generally, the employee will not suffer an income loss while receiving worker's compensation benefits so long as the employee has a paid leave balance available to supplement the difference between state benefits and compensation for normal working hours.

When an employee who has received sick leave or paid vacation to cover a work-related injury or illness, later receives a worker's compensation time loss check, he/she must turn the check over to payroll. Failure or refusal to re-pay the City for any duplication of benefits will be considered fraudulent and may subject the employee to discipline, including termination. Based upon the employee's hourly rate and the amount of worker's compensation time loss received, payroll will determine the amount of leave to be bought back. Payroll will notify an employee when all available sick leave and/or vacation leave has been used. Once sick leave or other forms of accrued leave are exhausted, an employee who remains on workers compensation will keep additional worker's compensation time loss payments until he/she is able to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Section 15.8(b) During the period of time which an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases. Upon completion of eighteen (18) months of employment, regular full-time and part-time employees on a leave of absence due to an industrial injury shall continue to receive all Employer paid Health, Welfare and Insurance Benefits as a regular employee until the employee returns to his/her regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 15.9 FAMILY CARE AND FAMILY LEAVE LAWS. The City and the Union recognize the applicability of Chapters 49.12, relating to industrial insurance; and 49.78 RCW, the Washington Family Leave Act; and of the Federal Family and Medical Leave Act of 1993 to this Agreement. The City will comply fully with these Acts, and an employee may take leave as is provided by them or by this Agreement.

ARTICLE 16

WORK SCHEDULE AND OVERTIME

Section 16.1 WORK SCHEDULE.

Section 16.1(a) The regular hours of work shall be worked between 7:00 a.m. and 6:00 p.m., not to exceed forty (40) hours in any one week. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule. The regular workweek shall be Monday through Friday, except those bargaining unit positions which historically have been scheduled to work on Saturdays and/or Sundays, including but not limited to part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department where the Department's employee has agreed to an adjusted workweek.

Section 16.1(b) Each employee shall receive a lunch period of sixty (60) minutes approximately one-half way through the workday in accordance with a lunch period schedule to be established by the Employer. The lunch period shall not be compensable time. Each employee shall receive a relief period not to exceed fifteen (15) minutes approximately one-half way through the morning shift and approximately one-half way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. For employees assigned to an alternative work schedule of four (4) ten (10) hour days, the applicable overtime rate shall apply for all authorized work performed in excess of ten (10) hours per day.

Section 16.1(c) The regular scheduled workday shall be between the hours of 7:00 a.m. and 6:00 p.m. except for bargaining unit positions responsible for activities and programs offered by the Parks and Recreation Department during non-business hours where the Department's employee has agreed to adjusted work hours. It is understood that the Employer may, with the consent of the employee involved and the Union, change the hours of any job where the working hours no longer meet the requirements of the workflow, or to provide coverage for positions including, but not limited to the part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department, when those employees are on approved vacation or sick leave.

Section 16.1(d) Employees shall begin their work at the time established by the Department Head. Employees not at work at the beginning of their workday or at the completion of a rest break or a lunch period shall be considered tardy.

Section 16.1(e) Part-time employees are employees who work less than an aggregate of forty (40) hours per week. Qualified part-time employees shall first be asked to work any extra hours in order to meet holiday and vacation coverage demands. When additional hours of work are available, current qualified regular part-time employees shall be considered for the hours before new employees are hired. Distribution of such hours shall not obligate the Employer to increase a part-time employee's hours to twenty (20) hours or more per week. Under the provisions of Article 8 - Management Rights, the Employer reserves the right to determine the hours of work for bargaining unit positions. In the event more than one current employee is available and qualified for any additional hours, the senior employee shall have preference.

Section 16.1(f) A monthly work schedule will be posted at least fourteen (14) days in advance of the effective date of the schedule. For departments with permanent set schedules there is no need to post schedules.

Section 16.2 OVERTIME.

Section 16.2(a) All authorized work performed beyond the normal workday of at least eight (8) or more hours per day shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate of pay, except for bargaining unit positions responsible for activities and programs offered by the Parks & Recreation Department where the department's employee has agreed to work in excess of eight (8) hours in one day. If said employee has not agreed, but has nevertheless been directed by their supervisor, to work over eight (8) hours in one day they shall be paid at the rate of one and one-half times the regular straight time hourly rate of pay.

Actual hours worked: When computing overtime, time paid for but not worked (e.g., sick leave and vacation time) is not counted as hours worked; however, time paid for holidays is counted when computing overtime.

Section 16.2(b) Authorized overtime shall be paid in increments of one-quarter hour; an employee shall record his/her time to the nearest quarter hour.

Section 16.2(c) Authorized work performed by a regular full-time employee on the employee's regular day(s) off shall be compensated at the rate of one and one-half times the regular hourly rate of pay. Employees authorized to work on a holiday shall be paid at a rate of one and one-half times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 16.2(d) Should an employee be called in to work on a scheduled day off or after normal working hours, the employee shall receive not less than four (4) hours work or four (4) hours' pay at the applicable overtime rate for the call-in. An employee shall be deemed to have been called in only when the employee receives notice of work to be done after having left the City premises. If an employee receives such notice of work to be done before leaving the City premises, but after the close of the preceding regular shift, the employee shall be deemed to have worked continuously. Call-in overtime, where practicable, shall be on a rotational basis.

Section 16.2(e) Employees who are required to work overtime four (4) or more hours beyond their regular shift, shall be reimbursed up to \$15 for the cost of a meal, payment to be made after presentation of a receipt.

Section 16.2(f) Overtime will be offered and assigned on a rotational basis whenever practicable.

Section 16.2(g) The Employer shall consider all employee requests to work overtime and shall, if denying such a request, provide notice of the denial to the employee.

ARTICLE 17

HOLIDAYS

Section 17.1 The following days shall be designated as legal holidays and shall be granted with no reduction in salary:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee Choice Days (6)

The Employee Choice Days may be taken within a calendar year period only when a two (2) week written notice is presented to the Department Head. If the request is denied, a mutually agreeable date should be selected at that time.

An employee shall be able to take his/her Employee Choice Day hours as of January 1 of each year. A total of eligible hours shall be kept and if an employee used too many Employee Choice Hours as of December 31, he/she shall reimburse the City any applicable hours through vacation or other available benefit hours or days. If none, and upon termination, reimbursement shall be deducted from the employee's final paycheck.

Section 17.1(b) Covered employees working less than full-time shall receive the same Employee Choice Days as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 17.2 An employee authorized by his/her supervisor in advance to work on a legal holiday shall receive one and one-half (1 ½) times the regular hourly rate of pay for the hours actually worked. Holiday pay shall be in addition to any pay for hours worked on a holiday.

Section 17.3 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. Whenever a legal holiday is observed on a day which is an employee's normal day off, the affected employee shall observe the holiday within thirty (30) calendar days following the date the holiday is actually observed by the City. Requests for holiday observance shall be in

writing. If the Employer denies a request for a particular date, a mutually agreeable date should be selected at that time.

Section 17.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall be granted the holiday and not be required to use vacation for the day for which the holiday is granted.

Section 17.5 The employee shall lose holiday pay for any unauthorized unreported absence immediately before or immediately after a holiday. An employee chosen to work on a paid holiday must work as requested on this day or he/she shall forfeit all holiday pay. The Employer shall endeavor to provide the employee with written notification one (1) week prior to scheduling such employee for holiday work.

Section 17.6 Covered employees working less than full time shall receive holiday benefits on a pro rata basis according to the FTE assigned to their position as of the day of the holiday.

ARTICLE 18

DEFINITIONS

Section 18.1. The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 18.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 18.1(b) REGULAR PART-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work twenty (20) or more hours but less than forty (40) hours per week.

Section 18.1(c) PROBATIONARY EMPLOYEE. Any employee who is serving an initial trial period in a budgeted position, including transferred employees. During the designated term, the employee must satisfactorily demonstrate the knowledge, skill and ability to perform the required duties of the position.

Section 18.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the City for less than four (4) months.

Section 18.1(e) IMMEDIATE FAMILY. Includes the following: spouse; Washington State Domestic Partnership; parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto); child (regardless of age); brother or sister; mother or father-in-law; son or daughter-in-law; grandparent; grandchild; or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage or adoption.

ARTICLE 19

SENIORITY

Section 19.1 ACCUMULATION OF SENIORITY.

Section 19.1(a) The following seniority rules shall apply to each bargaining unit employee.

Section 19.1(b) Consistent with Section 19.1(a), seniority shall be determined by continuous length of full-time and regular part-time service with the Employer.

Section 19.1(c) Consistent with Section 19.1(a), an employee transferred or promoted to a new classification shall have seniority determined by continuous length of full-time and regular part-time service with the Employer.

Section 19.1(d) Seniority shall not apply during the probation period of new employees. Upon the completion of the probationary period, all names must appear on the seniority list as of the first day of employment.

Section 19.1(e) In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 19.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

Section 19.2(a) It is understood and agreed that in all cases of promotion, the following factors shall be considered and where Factor No. 1 is relatively equal, Factor No. 2 shall govern; and where Factors No. 1 and No. 2 are equal, Factor No. 3 shall be used:

Factor No. 1 - Knowledge, skills, abilities, education, work performance and or experience.

Factor No. 2 - Length of continuous service with the Employer.

Factor No. 3 - Length of service within classification.

Section 19.2(b) The City can interview employees or require employees to take written tests or formal examinations such as aptitude tests, all of which are relative to the position being competed for, to help determine, in the City's opinion, the relative ability of the employee.

Section 19.3 BREAKS IN SENIORITY.

Section 19.3(a) A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 19.3(b) For employees with more than twelve (12) months of service, a break in seniority shall occur if the employee is off the job due to an injury, illness or layoff for more

than total credited months. Credited months shall be calculated as one (1) month for every year of service, with a minimum of twelve (12) credited months and a maximum of twenty-four (24) credited months.

Section 19.3(c) For employees with less than twelve (12) months seniority, a break in service shall occur if the employee is off the job due to an injury, illness or layoff for more than six (6) months.

Section 19.4 SENIORITY LIST. Once a year, during the month of January, the City shall supply each employee and the Union with a seniority list.

ARTICLE 20

LAYOFF-RECALL PROCEDURES

Section 20.1 LAYOFF PROCEDURE.

Section 20.1(a) No layoffs or reductions in staff shall occur when contract personnel are being utilized (for example, employees furnished by Kelly Services, Manpower or similar agencies).

Section 20.1(b) In the event of a layoff or a reduction in staff, the Employer shall first notify the Union of the nature and extent thereof, then make such layoff or reduction in staff in the manner provided below.

Section 20.1(b)(1) The employee with the least amount of seniority within an affected classification as determined by the City shall be the first laid off. If the affected employee is not the least senior member of the bargaining unit, the City shall place the employee in a job classification within the bargaining unit deemed appropriate by the City provided they can perform the job and possess any required certifications, or possess the basic skills to perform the job and obtain any required certification within ninety (90) days (or one hundred and eighty (180) days if the employee is required to obtain a certification) of the employee's transfer into the new position. This process shall continue at the City's discretion until the least senior employee within the job classification is laid off.

Section 20.1(b)(2) Each affected employee shall be given at least ten (10) working days' written notice of a reduction in force or layoff and each employee shall give the City at least ten (10) working days' written notice prior to leaving City employment.

This shall not apply to dismissals for just cause carried out under the terms of this Agreement.

Section 20.1(b)(3) A reduction in the number of hours of work available to any employee shall not be the subject of any provisions in this layoff section unless such reduction results in an employee working less than twenty-five (25) hours per week. Any reduction of hours shall occur by seniority within the affected department.

Section 20.2 RECALL PROCEDURE.

Section 20.2(a) The Employer shall not hire from the open market to fill vacancies in the bargaining unit while qualified employees on the recall list are willing to be re-employed. The Human Resources Director shall place the names of the employees laid off on an eligibility list for recall. An employee shall remain active for one year. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job position.

Section 20.2(b) The last employee laid off from a job will be the first recalled subject to Article 19.

Section 20.2(c) The names on the recall list will be removed by Management in accordance with Article 19, Sections 19.3(b) and 19.3(c).

Section 20.2(d) An employee recalled and reinstated to his or her former position or to another comparable position shall receive the prevailing contractual rate.

Section 20.2(e) Any notice of reemployment to an employee who has been laid off shall be made by certified mail, return receipt requested. Any employee who fails to report for work within two (2) weeks from the date the employee receives written notice of the opening shall forfeit all reemployment rights.

ARTICLE 21

OUTSIDE TRAINING PROGRAMS

Section 21.1 The Employer and any employee in the bargaining unit may, by mutual agreement, establish provisions by which such employee may enroll in an outside training program for the purpose of upgrading the employee's capacity to perform work of the Employer. Such provisions may include an agreement by the Employer to reimburse the employee for all or a portion of the cost of tuition involved in such training.

Section 21.2 Training periods may be conducted during and/or after regular working hours.

ARTICLE 22

JURY DUTY AND WITNESS PAY

Section 22.1 The Employer shall grant a leave of absence with pay to any employee for any of the following reasons:

- (a) To serve on a Federal, Superior, Municipal or District Court jury.
- (b) To serve as a witness in Federal, Superior, Municipal or District Court in a civil or criminal case involving the City or in connection with the employee's official City duties.

Section 22.2 Pay during the above types of leave shall be at the employee’s regular straight-time salary less any amount received by the employee as compensation for the jury or witness duty performed.

ARTICLE 23

RETIREMENT PLAN

Section 23.1 Employees shall be covered by the Public Employees Retirement System (PERS) or its successor as hereinafter provided based on full salary contributions matched by the City of Ellensburg at the rate established by state statutes.

Section 23.2 An employee may also participate in any voluntary deferred compensation plan made available by the City.

ARTICLE 24

WAGE SCHEDULE

Section 24.1 Effective January 1, 2020, employees’ pay rates and the wage schedule for the bargaining unit shown in Appendix “A” shall be increased by three percent (3%).

Effective January 1, 2021, employees’ pay rates and the wage schedule for the bargaining unit shown in Appendix “A” shall be increased by three percent (3%).

Effective January 1, 2022, employees’ pay rates and the wage schedule for the bargaining unit shown in Appendix “A” shall be increased by three percent (3%).

Section 24.2 Effective January 1, 1991, bargaining unit employees shall receive an additional fifty dollars (\$50) per month so long as they are responsible for the tagging of the residences of delinquent customers.

Section 24.3 Effective January 1, 2020, meter readers shall receive an allowance of \$150 for the replacement of one (1) pair of work shoes per calendar year.

Section 24.4 Regular employees using a personal vehicle for City business shall be compensated at the prevailing City rate.

Section 24.5 Effective August 1, 2002, a premium of one dollar (\$1.00) per hour shall be paid to all employees for hours worked between 7:00 p.m. and 7:00 a.m. of any working day when the hours worked fall outside of the employee’s regular work hours and the employee is not working on a callout or overtime basis.

Section 24.6 The City will conduct a compensation market survey of position included under

this Agreement to be completed by December 31, 2016. The survey will be shared with Union. The City retains the right to determine how the results of the survey are implemented, but will not reduce the salary of any position as a result of the survey.

ARTICLE 25

COMPENSATION SCHEDULE

Section 25.1 The City shall pay each full-time employee at least twice monthly.

Section 25.2 If a designated payday falls on a Saturday, Sunday or holiday, the paycheck for that payday shall be ready for each employee on the preceding business day.

Section 25.3 Any errors in any employee's pay shall be corrected on the next semi-monthly paycheck, provided said error(s) are reported by the employee at least five (5) business days prior to issuance of the next check. Said reporting deadline is designed to allow processing time and failure to meet it will not result in forfeiture of an employee's right to claim an adjustment at a later date.

ARTICLE 26

HEALTH, WELFARE AND INSURANCE

Section 26.1 The Employer agrees to continue pre-existing benefits applicable to the employees of the coverage group according to the enrollment requirements in each of the respective policy contracts. The Employer will provide qualifying bargaining unit members with health insurance coverage under the same insurance plan provided non-represented City employees, with premiums paid at ninety percent (90%) Employer's expense. The employees shall, by payroll deduction, pay that portion of the premiums not paid by the Employer. The City retains the right to select the carriers for any and all of the following coverages, provided employee benefits are not materially reduced. Any future change in insurance carriers or plans which will result in a material change of benefits will be negotiated prior to implementation.

Section 26.2 Part-time employees shall be eligible for enrollment in the City's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week, and such employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week shall be provided \$25,000 life insurance through the Employer's Group Life Insurance Program; provided however, part-time employees who were covered employees under the terms of this contract as of January 1, 2012, shall be eligible for such benefits provided they work a minimum of twenty (20) hours per week.

Section 26.3 Claims shall be made and processed under normal insurance company procedures.

Section 26.4 The Employer agrees to provide dental and vision insurance benefits for each regular full-time employee and his/her dependents.

Such dental benefits shall be provided through a group coverage dental plan. The Employer agrees to pay for such dental and vision insurance coverage, subject to the same Employer cost limitations and employee deduction provisions set forth in Section 26.1 above.

Covered part-time employees shall be eligible for enrollment in said plan provided a minimum of twenty-five (25) hours are worked per week; provided however, part-time employees who were covered employees under the terms of this contract as of January 1, 2012, shall be eligible for such benefits provided they work a minimum of twenty (20) hours per week.

Section 26.5 If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article, the Employer and the Union shall meet to negotiate the impact(s) of such insurance benefits and premiums so affected.

Section 26.6 If the Employer establishes a *Flexible Benefits Program* during the term of this Agreement, the Union and the Employer shall meet to discuss participation by bargaining unit members.

ARTICLE 26A

CLOTHING

The City shall pay for the cost of all equipment and clothing required for a particular job if the equipment and clothing is required, unique, and peculiar to that job. The City and the Union agree that footwear should be provided to the Code Enforcement and Animal Control Officers; the footwear will be selected by the Employer as part of the officers' uniforms. Although the equipment or clothing shall be issued to the affected employees, ownership shall remain with the City, and the employee shall return the equipment or clothing to the City upon separation from City service. Use of City-purchased equipment and clothing should be confined to on-duty hours; provided, however, an employee may wear City-purchased clothing while in transit directly to and from work.

ARTICLE 27

JOB DESCRIPTIONS

The Employer agrees to establish, through mutual agreement with the Union, a job description for each covered position. A copy of such job description shall be provided to each covered employee and the Union.

ARTICLE 28

PRODUCTIVITY

It is mutually agreed that the City Manager and Office and Professional Employees Local No. 8 shall work together, individually and collectively to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of the City government.

ARTICLE 29

DURATION

Section 29.1 This Agreement shall be in effect from January 1, 2020 through December 31, 2022. In order to re-open negotiations for succeeding years, either party may give notice of intent not more than one-hundred and twenty (120) nor less than ninety (90) days prior to December 31, 2022.

Section 29.2 Without giving written notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

Section 29.3 During the City Manager's preparation of the preliminary budget, the City Manager shall consider the Union's requests and discuss them with the Union's collective bargaining committee. Any agreement reached concerning the Union's requests shall be reduced to writing in a Memorandum of Understanding which shall be signed by the City Manager and members of the Union collective bargaining committee and shall be incorporated as a part of the preliminary budget. Nothing herein shall be so construed as to require approval by the Union of any budget, nor any portion thereof, before its submission to and adoption by the City Council, and nothing herein shall be construed as binding the City Council to anything incorporated in a Memorandum of Understanding between the Manager and the Union.

ARTICLE 30

SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall be determined to be illegal or in violation of any Federal or State law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this Agreement and all other positions, unless dependent upon the excised portion, shall remain in full force and effect. The parties shall immediately enter into negotiations for the purpose of achieving replacement language for the excised portion.

ARTICLE 31

CIVIL SERVICE RULES AND REGULATIONS

The Employer and Union shall establish a labor/management committee to meet by April 1, 1997 to address the Civil Service Rules and Regulations as they relate to bargaining unit employees.

ARTICLE 32

EMBODIMENT

The Employer and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement except as otherwise provided herein or by mutual consent.

ARTICLE 33

LABOR MANAGEMENT COMMITTEE

The Employer and the Union will establish a single joint Labor/Management Committee for both the General and Library units of the Union, which will meet at least every four months, and will be scheduled so as to minimize the interruption to the Employer's operations to the extent possible. The purpose of the Committee is to foster improved communication between the Employer and the employees. The function of the committee will be advisory. Except as otherwise agreed by the parties, the committee shall include three (3) bargaining unit members and one (1) Union Staff Representative or Business Agent, and not more than four (4) management representatives. Any member of the committee may recommend issues to be discussed. Topics for the agenda will be shared at least one (1) week before the meeting. Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time.

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COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

EXECUTED in Ellensburg, Washington this ____ day of January, 2020.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

CITY OF ELLENSBURG

By _____
Angie Wedekind, Union Representative

By _____
Mayor

By _____
Suzanne Mode, Business Manager

By _____
John Akers, City Manager

By _____
Brandon Ambrose, Bargaining Committee

ATTEST:

By _____
City Clerk

By _____
Shannon Johnson, Bargaining Committee

Approved as to form:

City Attorney

APPENDIX “A” WAGES CITY OF ELLENSBURG			
<u>Classification</u>	<u>1-01-2020</u> <u>3%</u>	<u>1-01-2021</u> <u>3%</u>	<u>1-01-2022</u> <u>3%</u>
Account Clerk I/RPZ	3462	3566	3673
Account Clerk II	3836	3951	4069
Accounting Specialist	4547	4684	4824
Adult Activity Coordinator	4545	4682	4822
Animal Control Officer	3980	4099	4222
Animal Shelter Aide (Part-time)	14.40	**Wages based on minimum wage RCW 49.46.020	
Associate Planner	5136	5290	5448
Billing Specialist	4087	4210	4336
Code Enforcement Officer	3820	3935	4053
Community Development Adm Secretary	3774	3887	4004
Development Coordinator	6016	6196	6382
Energy Auditor (Part-time)	25.29	26.05	26.83
Energy Services Administrative Secretary	3774	3887	4004
Energy Specialist	5478	5642	5811
Engineering Aide/Public Works Assistant	4352	4482	4617
Engineering Specialist – Gas	5896	6073	6255
Engineering Specialist – Light	6205	6391	6583
Engineering Tech – Gas	5151	5306	5465
Engineering Tech – Light	5815	5989	6169
Engineering Tech III (Arborist)	5816	5990	6170
Engineering Technician I	4938	5086	5239
Engineering Technician II	5151	5306	5465
Engineering Technician III	5525	5691	5861
ERRC Assistant Coordinator	2646	2725	2807
ERRC Coordinator	3936	4054	4176
GIS Coordinator	6047	6229	6415

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – CITY OF ELLENSBURG

APPENDIX “A” WAGES CITY OF ELLENSBURG			
<u>Classification</u>	<u>1-01-2020</u> <u>3%</u>	<u>1-01-2021</u> <u>3%</u>	<u>1-01-2022</u> <u>3%</u>
GIS Specialist	5076	5228	5385
GIS Technician	4352	4482	4617
Key Accounts Rep	5743	5916	6093
Mapping/CAD Technician	4352	4482	4617
Meter Reader	3820	3935	4053
Network/Desktop Specialist	5076	5228	5385
Parks & Rec Administrative Secretary	3774	3887	4004
Payroll & Benefits Technician	4087	4210	4336
Payroll/Accounting Specialist	4924	5072	5224
Planner	5614	5782	5956
Planning/Permit Technician	4635	4774	4917
Public Works Administrative Secretary	4413	4545	4681
Recreation Leader I*	13.50	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader II**	14.85	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader III**	17.82	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader – Aquatics	15.75	**Wages based on minimum wage RCW 49.46.020	
Secretary/Records Clerk	3565	3672	3782
Senior Meter Reader	4507	4642	4782
Senior Planner	6095	6278	6466
Senior Utility Account Clerk	4087	4210	4336
Stormwater Tech/Urban Horticulturalist	6073	6255	6443
Utility Billing Clerk	3608	3716	3828
Youth Activity Coordinator	4329	4459	4593
Youth Center & Athletic Program Coordinator	4868	5014	5164

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

**Wages Based on minimum wage per RCW 49.46.020

Recreation Leader I wages are at minimum wage. Recreation II is 10% higher than Recreation Leader I and Recreation Leader III is 20% higher than Recreation Leader II.

Recreation Leader - Aquatics is 6% higher than minimum wage.