

# **COLLECTIVE BARGAINING**

## **AGREEMENT**



**BETWEEN**

**TEAMSTERS LOCAL #252**  
**(Representing Non-Uniformed Personnel)**

**AND**

**CITY OF CHEHALIS**

January 1, 2020 - December 31, 2022

## Contents

<b>ARTICLE 1</b>	<b>PREAMBLE</b> .....	<b>1</b>
1.1	Introduction .....	1
1.2	Purpose .....	1
<b>ARTICLE 2</b>	<b>RECOGNITION</b> .....	<b>1</b>
2.1	Scope of the Bargaining Unit .....	1
<b>ARTICLE 3</b>	<b>UNION SECURITY</b> .....	<b>1</b>
3.1	Union Dues .....	1
3.2	D.R.I.V.E. ....	2
<b>ARTICLE 4</b>	<b>EMPLOYEE DEFINITIONS</b> .....	<b>2</b>
4.1	Regular Full-Time Employee .....	2
4.2	Regular Part-Time Employee .....	2
4.3	Temporary Employee .....	2
<b>ARTICLE 5</b>	<b>MANAGEMENT RIGHTS</b> .....	<b>2</b>
5.1	Customary Functions .....	2
5.2	Performance Standards .....	3
<b>ARTICLE 6</b>	<b>EMPLOYMENT POLICIES</b> .....	<b>3</b>
6.1	Non-Discrimination .....	3
6.2	Military Leave .....	3
6.3	Jury Duty and Court Time .....	3
6.4	Leave of Absence .....	4
6.5	Liability .....	4
6.6	Work Stoppage .....	4
6.7	Personnel Files .....	4
6.8	Safety .....	4
6.9	Promotions .....	5
6.10	Mileage Reimbursement .....	5
6.11	Job Descriptions .....	5
6.12	Union/Employer Relations .....	5
6.13	Pay day .....	6
6.14	Bargaining Unit Work .....	6
6.15	Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs) .....	6
6.16	Departmental Rules, Regulations & Procedures .....	7
<b>ARTICLE 7</b>	<b>COMPENSABLE HOURS</b> .....	<b>8</b>
7.1	Hours of Work .....	8
7.2	Overtime .....	8
7.3	Compensatory Time Off in Lieu of Pay .....	9
7.4	Call Time .....	9
7.5	Standby Duty .....	9
7.6	Rest and Meal Breaks .....	9
<b>ARTICLE 8</b>	<b>EMPLOYEE BENEFITS</b> .....	<b>10</b>
8.1	Annual Leave .....	10
8.2	Holidays .....	11
8.3	Health and Welfare .....	12
8.4	Sick Leave .....	13

8.5	Bereavement Leave.....	14
8.6	Life Insurance .....	15
8.7	Western Conference of Teamsters Pension Trust .....	15
8.8	Termination/Separation Pay.....	15
<b>ARTICLE 9</b>	<b>EMPLOYEE COMPENSATION .....</b>	<b>16</b>
9.1	Wages.....	16
9.2	Longevity .....	16
9.3	Working Out of Classification .....	16
9.4	Confined Space Rescue Team .....	17
<b>ARTICLE 10</b>	<b>SENIORITY AND LAYOFF .....</b>	<b>17</b>
10.1	Seniority Standing.....	17
10.2	Layoff and Recall.....	17
<b>ARTICLE 11</b>	<b>EMPLOYEE DISCIPLINE.....</b>	<b>18</b>
11.1	Just Cause.....	18
11.2	Types of Discipline .....	18
11.3	Application of Discipline.....	19
<b>ARTICLE 12</b>	<b>EMPLOYEE RIGHTS .....</b>	<b>19</b>
12.1	Interviews and Hearings .....	19
<b>ARTICLE 13</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>19</b>
13.1	Grievance Definition.....	19
13.2	Procedure .....	20
13.3	Grievance Arbitration .....	20
<b>ARTICLE 14</b>	<b>USE OF CITY FACILITIES &amp; EQUIPMENT.....</b>	<b>21</b>
14.1	Use of Equipment .....	21
14.2	Personal Vehicles.....	21
<b>ARTICLE 15</b>	<b>SEVERABILITY.....</b>	<b>21</b>
15.1	Savings Clause .....	21
<b>ARTICLE 16</b>	<b>LABOR MANAGEMENT MEETINGS .....</b>	<b>21</b>
16.1	Labor-Management.....	21
<b>ARTICLE 17</b>	<b>TERM OF AGREEMENT .....</b>	<b>21</b>
17.1	Contract Openers .....	21
17.2	Duration .....	22
<b>APPENDIX A – SALARY SCHEDULE .....</b>		<b>23</b>
A.1	2020, 2021, 2022 Salary Schedules .....	23
A.2	Step Assignments/Advancements .....	24
A.3	Range Assignments.....	25

**ARTICLE 1                    PREAMBLE**

**1.1                    Introduction**

**1.1.1** For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

**1.2                    Purpose**

**1.2.1** Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

**1.2.2** Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

**ARTICLE 2                    RECOGNITION**

**2.1                    Scope of the Bargaining Unit**

**2.1.1** For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the non-uniformed employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

**ARTICLE 3                    UNION SECURITY**

**3.1                    Union Dues**

**3.1.1** The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents in writing to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

**3.1.2** It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

**3.1.3** For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

**3.1.4** Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.

**3.1.5** The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

**3.1.6** The Union agrees to indemnify and hold the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

**3.2 D.R.I.V.E.**

**3.2.1** The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who voluntarily provide written authorization for deductions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

**3.2.2** D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

**3.2.3** The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

**3.2.4** Employees may revoke their consent for D.R.I.V.E deduction at any time pursuant to the same process set forth in Section 3.2.1 above.

**ARTICLE 4 EMPLOYEE DEFINITIONS**

**4.1 Regular Full-Time Employee**

**4.1.1** An employee regularly scheduled to work an average of 173.3 hours per month.

**4.2 Regular Part-Time Employee**

**4.2.1** An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

**4.3 Temporary Employee**

**4.3.1** Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

**ARTICLE 5 MANAGEMENT RIGHTS**

**5.1 Customary Functions**

**5.1.1** The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

**5.1.2** Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the work place.

**5.1.3** Operation and management of the work place includes, but is not limited to, the following: planning, directing,

scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

**5.1.4** All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

**5.1.5** Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and Regulations and this Agreement are silent on any issue, the decision of the City Manager shall control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

## **5.2 Performance Standards**

**5.2.1** All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

**5.2.2** Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

## **ARTICLE 6 EMPLOYMENT POLICIES**

### **6.1 Non-Discrimination**

**6.1.1** The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, gender, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical disability, sexual orientation (including gender identity and gender expression), honorable discharged military status, or any other classification protected by applicable law.

### **6.2 Military Leave**

**6.2.1** Military leave shall be governed by State and Federal Law.

### **6.3 Jury Duty and Court Time**

**6.3.1** Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation from the Court. Employees shall return to work as soon as practical after they are excused by the Court.

**6.3.2** If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

#### **6.4 Leave of Absence**

**6.4.1** A 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 non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

**6.4.2** All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

#### **6.5 Liability**

**6.5.1** Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

#### **6.6 Work Stoppage**

**6.6.1** Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

**6.6.2** Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**6.6.3** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**6.6.4** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

#### **6.7 Personnel Files**

**6.7.1** An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

#### **6.8 Safety**

**6.8.1** It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

**6.8.2** The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

**6.8.3** It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

## **6.9 Promotions**

**6.9.1** In the case of promotional appointments or transfers, employees shall have a probationary status of six (6) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

## **6.10 Mileage Reimbursement**

**6.10.1** An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees who are authorized to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

## **6.11 Job Descriptions**

**6.11.1** The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

## **6.12 Union/Employer Relations**

**6.12.1** All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

**6.12.2** Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

**6.12.3** Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

**6.12.4** They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

**6.12.5** The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

**6.12.6** The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not

taken time off; and

**6.12.7** Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

**6.12.8** On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

**6.12.9** The Employer shall provide suitable bulletin board space for the posting of official notices of a non-controversial nature relating to local Union business.

**6.13 Pay day**

**6.13.1** The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

**6.13.2** For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

**6.14 Bargaining Unit Work**

**6.14.1** It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

**6.14.2** When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

**6.14.3** Whenever any bargaining unit position is to be filled by the Employer, the job shall first be posted to employees from within the bargaining unit, prior to advertising the same to outside or non-bargaining unit personnel.

**6.15 Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs)**

**6.15.1** The Employer shall furnish hard hats, helmet liners, rain gear, rubber boots, safety vests and other personal protective equipment to employees, on an as-needed basis as determined by the Division Director or Superintendent. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Division Director or Superintendent. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Division Director, Superintendent, or designee prior to the new equipment being issued.

**6.15.2** Employees in the job classifications listed below will receive two hundred and thirty five dollars (\$235.00) as an annual clothing allowance, paid each year in the April paycheck. Clothing allowance benefits will be prorated for part-time employees and for eligible employees hired after annual payment is made. Clothing allowance will be considered a taxable benefit under the Internal Revenue Code and will be taxed accordingly. Employees will not be required to submit receipts to the Employer for purchases made with clothing allowance funds.

<b>JOB CLASSIFICATION</b>
Building Official
Engineering Technician II
Engineering Technician III

Equipment Maintenance Technician
Equipment Operator I
Equipment Operator II
Maintenance Technician - Electrical, Electronics & Equipment
Lead Wastewater Treatment Operator
Poplar Tree Plantation/Utility Worker I
Poplar Tree Plantation/Utility Worker II
Property Maintenance Technician I
Property Maintenance Technician II
Property Maintenance Worker
Storm/Wastewater Collection Specialist
Traffic Control Technician
Vehicle Maintenance Technician
Wastewater Laboratory Assistant
Wastewater Laboratory Technician II
Wastewater Treatment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator I/Meter Reader
Water Meter Reader
Water Treatment Operator I
Water Treatment Operator II

6.15.3 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license at his/her expense. The Employer shall pay for or reimburse the employee for the license and associated training costs related to renewal of the CDL. To the extent a required physician's exam is not covered by applicable health insurance, the Employer shall pay for or reimburse the employee for said costs.

**6.16 Departmental Rules, Regulations & Procedures**

6.16.1 Each department head may establish departmental rules, regulations, policies and/or procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for disciplinary action, up to and including termination.

6.16.2 A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

6.16.3 If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

6.16.4 Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

6.16.5 The Employer may, in its discretion, decide to provide employees with non-disciplinary verbal coaching and counseling and/or written memorandum of non-disciplinary coaching and counseling to address low level performance issues. None of the foregoing types of non-disciplinary action are subject to the grievance procedure contained in Article 13 of this agreement.

## ARTICLE 7

## COMPENSABLE HOURS

### 7.1 Hours of Work

**7.1.1 Standard Work Week:** Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, construction, inspection, training, personnel or shop meetings. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

**7.1.2 Alternative Work Week:** The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a) Such work period shall result in total regular work hours per week period of forty (40) hours, or per two week period of eighty (80) hours.
- b) The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternative Work Schedule.
- c) The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday. The basic plan for the 4/10 work schedule shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage. The basic plan for the 4-5/9 work schedule shall include one (1) week of nine (9)-hours on Monday through Wednesday, eight (8) hours on Thursday, and one (1) week of nine (9)-hours on Monday through Friday; and shall include a staggered Monday-Friday and Tuesday-Friday schedule, if deemed necessary by Employer, to provide five (5) day coverage.
- d) For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday.
- e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a 5/8 schedule.

### 7.2 Overtime

**7.2.1** Overtime shall require authorization of the Department Director and/or Supervisor.

**7.2.2** Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Section 7.2 of this Agreement, or forty (40) hours in a week, or, in the event of the 4-5/9 Alternate Work Schedule, forty-five (45) hours in the long week, and Saturday and Sunday work shall be paid at one-and-one-half (1½) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1½) times the regular rate of pay, plus the regular rate of pay.

**7.2.3** An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

### 7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1 1/2) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be taken prior to accumulated vacation leave and shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be at the employee's current rate of pay.

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at the employee's current rate of pay.

### 7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half for all time worked, with a minimum of two (2) hours pay.

7.4.3 Contact Calls: An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and one-half (1 1/2) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1 1/2).

### 7.5 Standby Duty

7.5.1 An employee who is required to be available and subject to call outside of his/her regularly scheduled work hours shall receive a Standby Duty Allowance of two dollars and twenty-five cents (\$2.25) per hour of standby duty.

7.5.2 For the period of time that an employee is called back and paid the call back rate of one and one-half (1 1/2) times the employee's regular hourly rate), he/she shall not receive a Standby Duty Allowance.

7.5.3 When standby duty is determined by the Department Director and/or Supervisor, he/she shall establish a rotational list of qualified employees for standby duty. This list shall be established on an annual basis, and as much as possible this list shall be unchanged throughout the year. Changes in personnel, termination, illness, annual leave and other similar circumstances, are reasons for adjusting this standby duty list. Upon approval of the Department Director and/or Supervisor, employees may trade on-call time with another employee. Employer approval shall not be unreasonably withheld.

### 7.6 Rest and Meal Breaks

7.6.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

7.6.2 Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of

working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

**7.6.3** In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half hour of overtime compensation.

**7.6.4** In the event an employee is required to work unscheduled overtime in excess of five (5) consecutive hours he/she shall be entitled to a meal, to a maximum cost of ten dollars (\$10.00) provided at the expense of the Employer.

**ARTICLE 8 EMPLOYEE BENEFITS**

**8.1 Annual Leave**

**8.1.1** All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192

**8.1.2** A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

**8.1.3** Annual leave shall be used and charged in minimum one-quarter (1/4) hourly increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all unexpended annual leave in excess of 384 hours shall be forfeited. Carry-over of unexpended annual vacation leave in excess of 384 hours must have the prior approval of the City Manager.

8.1.4 Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

8.1.5 An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of 384 hours shall be forfeited. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

## 8.2 Holidays

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided (a) the employee has been employed by the Employer for seven (7) consecutive months; (b) the employee has given not less than seventy-two (72) hours of written notice on forms provided to the Department Director and/or Supervisor unless such notification has been waived by the Department Director and/or Supervisor; and (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay. Compensatory time shall be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for

part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

**8.3 Health and Welfare**

**8.3.1 Medical:** The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

**8.3.2** Employees who are covered by a City employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

**8.3.3**

For medical coverage effective January 1, 2020, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the AWC Kaiser Permanente 200 Plan. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period. The employee's contribution will be as described below.

**AWC Regence HealthFirst 250**

	<b>2020, 2021, 2022 Employee Contribution</b>
<b>Employee</b>	\$32.81
<b>Spouse</b>	\$83.31
<b>1<sup>st</sup> Dependent</b>	\$29.56
<b>2<sup>nd</sup> Dependent</b>	\$26.81

**AWC Kaiser Permanente 200 Plan**

	<b>2020, 2021, 2022 Employee Contribution</b>
<b>Employee</b>	\$67.99
<b>Spouse</b>	\$67.48
<b>1<sup>st</sup> Dependent</b>	\$35.09
<b>2<sup>nd</sup> Dependent</b>	\$35.09

**8.3.4 Dental & Vision:** For dental and vision coverage effective January 1, 2020 based upon December 2019 hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period).

<b>Programs</b>	<b>2020, 2021, 2022 Employee Contribution</b>
Dental Plan "A"	\$0.00
Vision - Extended	\$0.00

**8.3.5** A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month

following the employee's month of hire.

**8.3.6** Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

**8.3.7** It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (e.g., marriage, divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

**8.3.8** Dental & Vision Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**8.3.9** Payments: Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

**8.3.10** Delinquency: If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

**8.3.11** Trust Agreement: The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

**8.3.12** The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

**8.3.13** Eligible "dependents" for purpose of medical, dental, and vision coverage under this Section 8.3 shall mean dependents of employees up to the age of 26 years old. After a dependent reaches age 26, he/she may only continue to receive medical, dental, and vision coverage if permitted by the terms of the applicable plan and at the employee's sole expense through payroll deduction.

## **8.4 Sick Leave**

**8.4.1** For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.

For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

**8.4.2** An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

**8.4.3** An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the

duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

**8.4.4** Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

**8.4.5** Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

**8.4.6** Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

**8.4.7** In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

**8.4.8** Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

**8.4.9** Employees shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The donee may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

## **8.5 Bereavement Leave**

**8.5.1** Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee's daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

**8.5.2** Employees on non-eight (8) hour schedules may use accrued vacation or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

**8.5.3** An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's

household.

**8.5.4** At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

**8.6 Life Insurance**

**8.6.1** The Employer shall provide each eligible employee with a life insurance policy based on existing coverage at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

**8.7 Western Conference of Teamsters Pension Trust**

**8.7.1** During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

**8.7.2** Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any under funding of the Plan.

**8.8 Termination/Separation Pay**

**8.8.1** Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

**8.8.2**

Employees hired prior to June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 720 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

**8.8.3**

Employees hired on or after June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 450 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours

shall not be restored for any reason if the employee is re-hired at a later date.

## ARTICLE 9 EMPLOYEE COMPENSATION

### 9.1 Wages

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

### 9.2 Longevity

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

### 9.3 Working Out of Classification

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive hours, and who performs significant job duties representative of such position, shall be compensated at five percent (5%) over his/her existing base wage for all hours worked when temporarily assigned to the position.

9.3.2 Employees required to use equipment from an out of class equipment list will be paid five percent (5%) out of class pay after two (2) hours continuous use back to the first hour. The Equipment Operator II position at Public Works will be excluded from this provision, because using this equipment is already a part of the job description.

- 1) Out of class list
  - a) Backhoe;
  - b) Motor grader;
  - c) Track excavator;
  - d) Bull dozer;
  - e) Heavy-duty front end loader, excluding front-end loader of backhoe;
  - f) Van mounted video equipment

9.3.3 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over the his/her existing wage for the entire period of time when so assigned.

**9.4 Confined Space Rescue Team**

9.4.1 Employees serving on the confined space rescue team shall be compensated an additional fifty dollars (\$50.00) per month for each month assigned.

**ARTICLE 10 SENIORITY AND LAYOFF**

**10.1 Seniority Standing**

10.1.1 An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates.

**10.2 Layoff and Recall**

10.2.1 In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

10.2.2 The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

10.2.3 The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

10.2.4 The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

10.2.5 "Downward or laterally" shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

10.2.6 "Qualified" shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.7 An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.8 The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

**10.2.9** If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

**10.2.10** Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

**10.2.11** Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

**10.2.12** Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

## **ARTICLE 11                   EMPLOYEE DISCIPLINE**

### **11.1            Just Cause**

**11.1.1** An employee shall not be disciplined and/or discharged except for cause. Any sanction imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall not be required to consider the concept of progressive discipline when imposing a sanction.

**11.1.2** The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee. Accordingly, probationary employees shall not have access to the grievance procedure for discipline or termination set forth in Article 13 of this agreement.

**11.1.3** No employee shall be discharged for having wages or salary subject to a writ of garnishment.

### **11.2            Types of Discipline**

**11.2.1** Listed, but without limitation, the forms of discipline shall generally include the following:

**11.2.2** Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. The Employer may reduce an oral warning to writing to document its occurrence. In that case, the Employer shall place the documented oral warning in the employee's personnel file and shall provide a copy to the employee.**11.2.3** Written Warning: This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

**11.2.4** Demotion: This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

**11.2.5** Suspension: This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

**11.2.6 Discharge:** This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

### **11.3 Application of Discipline**

**11.3.1** Except in the case of action, behavior or conduct that calls for immediate termination, the Employer shall utilize the concept of progressive discipline. This means, as a general proposition, the Employer shall impose the lowest level of discipline which is appropriate to the employee's actions. Accordingly, the concept of a progressive discipline does not necessarily mean that the Employer shall impose the lowest level of discipline. The level of discipline imposed shall be determined by the employee's conduct at issue and any other relevant factors (such as, for example, the employee's previous disciplinary history). In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

**11.3.2** When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

**11.3.3** Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

## **ARTICLE 12 EMPLOYEE RIGHTS**

### **12.1 Interviews and Hearings**

**12.1.1** A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to union representation during the hearing.

**12.1.2** The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

**12.1.3** When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### **13.1 Grievance Definition**

**13.1.1** The purpose of this grievance procedure is to provide a means for resolution of disagreements.

**13.1.2** The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew

or should have reasonably known of the occurrence of such action or inaction. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

## 13.2 Procedure

### 13.2.1 The grievance procedure shall be as follows:

**STEP ONE** - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

**STEP TWO** - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall meet with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

**STEP THREE** - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall meet with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below. Provided however, oral warnings may not be submitted to grievance arbitration.

## 13.3 Grievance Arbitration

**13.3.1** The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

**13.3.2** In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.

b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. Provided however, the arbitrator may in his/her discretion, direct the parties to submit post-hearing briefs. The arbitrator shall also be empowered to establish the procedures of the arbitration which are not otherwise articulated in the Section 13.3.

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond his or her jurisdiction.

d) Each party shall bear the cost of presenting its own case.

e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

#### **ARTICLE 14 USE OF CITY FACILITIES & EQUIPMENT**

##### **14.1 Use of Equipment**

**14.1.1** Employees will be allowed to use minor equipment to work on personal projects. This work will only be done after the normal work day. Changing of vehicle fluids and spray painting is not allowed.

##### **14.2 Personal Vehicles**

**14.2.1** The City will allow the employees to use City water, soap and cleaning supplies to wash their personal vehicles during the following hours: Weekdays 5:00 PM - 8:00 AM, Weekends (at the Fire Department only) Noon - 8:00 AM.

#### **ARTICLE 15 SEVERABILITY**

##### **15.1 Savings Clause**

**15.1.1** If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

**15.1.2** Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

#### **ARTICLE 16 LABOR MANAGEMENT MEETINGS**

##### **16.1 Labor-Management**

**16.1.1** In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

#### **ARTICLE 17 TERM OF AGREEMENT**

##### **17.1 Contract Openers**

**17.1.1** Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

**17.2 Duration**

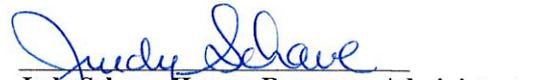
17.2.1 Except as expressly noted herein, the effective date of this Agreement shall be January 1, 2020.

17.2.2 This Agreement will remain in effect from January 1, 2020 to December 31, 2022.

EXECUTED THIS 14<sup>th</sup> day of September, 2020.

  
Russ Walpole, Secretary/Treasurer  
Teamsters Local Union #252

  
T. Jill Anderson, City Manager  
City of Chehalis

  
Judy Schave, Human Resources Administrator  
City of Chehalis

  
Attest:  
Caryn Foley, City Clerk  
City of Chehalis

**APPENDIX A – SALARY SCHEDULE**

**A.1 2020, 2021, 2022 Salary Schedules**

**A.1.1 WAGES**

Effective December 25, 2019, the 2020 salary schedule shall be as follows (represents a 2.0% increase):

The 2020 salary schedule shall be retroactive to December 25, 2019.

Range	A	B	C	D	E
13	\$2,846	\$2,988	\$3,137	\$3,294	\$3,458
14	\$2,988	\$3,137	\$3,294	\$3,458	\$3,631
15	\$3,137	\$3,294	\$3,458	\$3,631	\$3,813
16	\$3,294	\$3,458	\$3,631	\$3,813	\$4,004
17	\$3,458	\$3,631	\$3,813	\$4,004	\$4,203
18	\$3,631	\$3,813	\$4,004	\$4,203	\$4,414
19	\$3,813	\$4,004	\$4,203	\$4,414	\$4,634
20	\$4,004	\$4,203	\$4,414	\$4,634	\$4,865
21	\$4,203	\$4,414	\$4,634	\$4,865	\$5,109
22	\$4,414	\$4,634	\$4,865	\$5,109	\$5,364
23	\$4,634	\$4,865	\$5,109	\$5,364	\$5,632
24	\$4,865	\$5,109	\$5,364	\$5,632	\$5,914

Effective December 25, 2020, the 2021 salary schedule shall be as follows (represents a 2.0% increase):

Range	A	B	C	D	E
13	\$2,903	\$3,047	\$3,199	\$3,359	\$3,527
14	\$3,047	\$3,199	\$3,359	\$3,527	\$3,704
15	\$3,199	\$3,359	\$3,527	\$3,704	\$3,889
16	\$3,359	\$3,527	\$3,704	\$3,889	\$4,084
17	\$3,527	\$3,704	\$3,889	\$4,084	\$4,287
18	\$3,704	\$3,889	\$4,084	\$4,287	\$4,502
19	\$3,889	\$4,084	\$4,287	\$4,502	\$4,727
20	\$4,084	\$4,287	\$4,502	\$4,727	\$4,963
21	\$4,287	\$4,502	\$4,727	\$4,963	\$5,211
22	\$4,502	\$4,727	\$4,963	\$5,211	\$5,471
23	\$4,727	\$4,963	\$5,211	\$5,471	\$5,745
24	\$4,963	\$5,211	\$5,471	\$5,745	\$6,032

Effective December 25, 2021, the 2022 salary schedule shall be as follows (represents a 1.5% increase):

Range	A	B	C	D	E
13	\$2,946	\$3,093	\$3,247	\$3,410	\$3,580
14	\$3,093	\$3,247	\$3,410	\$3,580	\$3,759
15	\$3,247	\$3,410	\$3,580	\$3,759	\$3,947
16	\$3,410	\$3,580	\$3,759	\$3,947	\$4,145
17	\$3,580	\$3,759	\$3,947	\$4,145	\$4,352
18	\$3,759	\$3,947	\$4,145	\$4,352	\$4,569
19	\$3,947	\$4,145	\$4,352	\$4,569	\$4,797
20	\$4,145	\$4,352	\$4,569	\$4,797	\$5,037
21	\$4,352	\$4,569	\$4,797	\$5,037	\$5,290
22	\$4,569	\$4,797	\$5,037	\$5,290	\$5,554
23	\$4,797	\$5,037	\$5,290	\$5,554	\$5,831
24	\$5,037	\$5,290	\$5,554	\$5,831	\$6,123

**A.2 Step Assignments/Advancements**

**A.2.1** All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

**A.2.2** Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

**A.2.3** No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

**A.2.4** The minimum rate established for a salary range shall be the normal hiring rate; provided, however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

**A.2.5** Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard expectations of the position.

**A.2.6** All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable.

**A.3 Range Assignments**

**A.3.1** The employee classifications shall be compensated in accordance with the salary schedule as specified above

<b>CLASSIFICATIONS</b>	<b>Pay Range</b>
Recreation Assistant	13
Office Clerk/Receptionist II	14
Judicial Assistant for Sentence Monitoring	15
Property Maintenance Worker	15
Records Assistant/Evidence Technician	16
Utility Customer Service Representative I	15
Court Clerk	16
Parking Enforcement	16
Utility Customer Service Representative II	16
Records Technician	17
Accounting Technician II	17
Administrative Assistant	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
In-Training Wastewater Operator	18
Community Services Officer	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Wastewater Collection System Technician	19
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm/Wastewater Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Equipment Operator II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Property Maintenance Technician II	21
Development Review Spec/Bldg. Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical, Electronics & Equipment	21
Water Treatment Operator II	22
Engineer Technician II	22
Lead Wastewater Treatment Operator	24

Accountant	24
Building Official	24
Engineering Technician III	24
Planner	24