

***Collective Bargaining Agreement***

***By and between***

***THE CITY OF WASHOUGAL***

***And***

***Local 307-W***

***Of the***

***WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES***

***And the***

***AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO***

***January 1, 2022 - December 31, 2024***

## TABLE OF CONTENTS

ARTICLE	PAGE
1-Parties, Preamble	3
2-Recognition	3-4
3-Union Security	4-5
4-Management Rights	6-7
5-Union-Employer Relations	7-8
6-Evaluations, Personnel Files	8-9
7-Grievance Procedure	9-10
8-Conduct, Discipline and Discharge	11-13
9-Hours of Work	13
10-Overtime	14-16
11-Call Back and On-Call Duty	16-17
12-Paid Holidays	17-18
13-Vacation	18-20
14-Sick Leave	20-21
15-Family and Medical Leave Act/Parental Leave	21-22
16-Paid Family and Medical Leave	22-23
17-Bereavement Leave	23
18-Jury Duty	23
19-Military Leave	23-24
20-Workers' Compensation	24-25
21-Leave of Absence without Pay	25
22-Health and Welfare	25-27
23-Wages	27-28
24-Personnel Actions	28-31
25-Training and Travel	32
26-Safety and Uniforms	32-33
27-Layoff and Recall	33-35
28 Commercial Driver's License (CDL)	35-36
29-No Interruption of Work	36
30-Separability	36-37
31-Entire Agreement	37
32-Cost Savings Committee	37
33-Duration	37-38

## ARTICLE 1 - PARTIES, PREAMBLE

- 1.1 The City of Washougal, a municipal corporation, herein known as the "Employer", does hereby enter into an agreement with Local 307-W of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, herein known as "Union", for the purpose of providing harmonious working relations between the Employer and the employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, and other terms and conditions of employment.
- 1.2 Should there be any conflict between this Agreement and City rules, regulations, resolutions, or the like, this Agreement shall prevail.

## ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees of the City of Washougal except for elected officials, managers, uniformed employees, temporary employees, and, confidential employees with respect to wages, hours and working conditions as defined in Chapter 41.56 RCW.
- 2.2 Part-time employees working *twenty (20) or more hours per week* shall receive pro-rated benefits based upon the ratio of hours worked to those hours worked by a full-time employee. Benefits shall not be provided if the employee is working less than twenty (20) hours per week.
  - A. Regular full-time employees are defined as working a forty-hour (40) workweek.
  - B. Regular part-time employees are defined as working a twenty (20) or more hours but less than forty (40) hours each workweek for the purpose of being benefit-eligible. Employees working less than ninety (90) hours but more than sixty (60) hours per month are union members. Employees working less than sixty (60) hours per month are non-union.
  - C. Confidential employee is defined as one who is required to develop or represent management position with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of such management position.
  - D. In general terms a manager is defined as an individual responsible for planning and directing the work of a group of individuals and monitoring their work. While lead workers/supervisors may take on some of this work, managers are additionally responsible for taking corrective action or disciplinary action when necessary.
- 2.3 Temporary employees, who meet the definition specified in Article 24.5 of this agreement, are presumed to lack an expectation of continued employment and a community of interest with full-time and regular part-time employees. Therefore, they are excluded from the bargaining unit.
- 2.4 A seasonal employee is an employee who works for a fixed period not to exceed six (6) consecutive months each calendar year, due to seasonal and/or temporary workload needs. Such employees are not covered by this labor agreement and fall under the

provisions of the City of Washougal's Personnel Policies. Seasonal employees will not be offered special training opportunities.

### **ARTICLE 3 - UNION SECURITY**

3.1 The Employer agrees to deduct Union dues from the employees' wages upon receipt of the "Authorization for Representation and Dues Deduction" form and to forward the dues to the Everett office of the WSCCCE.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a Union staff representative.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within ten (10) days of the employee executing the document.

3.2 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

3.3 In the event of an error in relation to dues/fees deductions or union membership, the parties agree to cooperate in making the appropriate adjustments. The Employer shall 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. The Union shall hold harmless, indemnify, and defend the Employer and its officers, employees, representatives, and agents from any claim or liability which may be brought by virtue of the Employer's administration of dues/fees deductions and by virtue of any action taken by the Employer in compliance with this Article relating to union membership and payroll deductions. The Employer shall be free to choose and retain defense counsel of its own choosing, provided that the Employer shall obtain the Union's prior written consent as to such selection, which consent shall not be unreasonably withheld.

3.4 Listing of New and Terminated Employees: The City agrees to furnish the Union:

- A. By the 10<sup>th</sup> of the following month, a listing of bargaining unit employees hired, promoted, or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and mailing address.
- B. By March 1<sup>st</sup> and September 1<sup>st</sup> of each year, a listing of bargaining unit members, their department/section, classification, base pay, birthday, full-time/part-time status, and number of scheduled hours, city seniority date, classification seniority date, and mailing address.



- C. By March 1<sup>st</sup> and September 1<sup>st</sup> of each year, a listing of all non-represented employees, their classification and department.

3.5 P.E.O.P.L.E (Public Employees Organized to Promote Legislative Equality) Committee Deductions: To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to payroll. The City agrees to provide the Union by the 10<sup>th</sup> of each month a listing of employees that are making PEOPLE contributions and amount deducted per employee. The Union will reimburse the City for any expense incurred by the City in maintaining the People Deduction.

### 3.6 Union Representation:

#### A. Contract Negotiations:

1. The Union's negotiating team shall consist of a chief spokesperson from the Union organization and no more than four (4) employees from the bargaining unit from separate divisions. City employees participating in such negotiations will be allowed to do so without loss of pay if negotiations are scheduled during said employees' regularly scheduled work time.
2. Prior to negotiations, representatives of the Employer's and the Union's negotiating teams will jointly establish and will follow negotiation ground rules.

- B. Union Representation – Employees shall have the right to Union representation in meetings with their supervisors or other representatives of the Employer which may lead to discipline. The Employer agrees to recognize three (3) Stewards from the bargaining unit.

#### C. Communication with Bargaining Unit Members:

1. Internal communications from the Employer to Union will be sent to the membership via email.
2. The City computers may be used for Union business involving e-mail or internet connections if they adhere to City Internet Policy.
3. The City phones may be used for Union business when such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Council Representative.
4. The Union may schedule and use the Council Chambers for their regular monthly meetings. These meetings will generally take place from 12-1pm and Union members will attend on their own time.

- D. Union Business Leave for Mutually Agreed City/Union Joint Functions Shall be Considered City Paid Time: Such functions shall include negotiations and joint City/Union committees such as Labor Management Committees, duties as a steward as defined in this agreement, and any other joint City/Union business, subject to mutual agreement of the parties. A Labor Management Committee is established which shall consist of three (3) bargaining unit representatives from the Union and management representatives as determined by the City. The Committee will hold quarterly meetings during regularly scheduled working hours subject to mutual agreement between the Employer and Union. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regularly scheduled

working hours. Matters to be discussed will be pertinent to maintaining good employer-employee relationships but shall not include grievances or pending legal proceedings. These meetings will include such topics as MOU's, changes to City Personnel Policies that affect the Union employees etc.

- E. Union Paid Time for Union Activity: A bargaining unit member selected by the Union to participate in a Union activity may be granted unpaid leave to attend such activity, subject to advance prior employer approval. All expenses and compensation shall be borne by the Union.
- F. Visits by Union Representatives: Representatives of the Union shall have reasonable access to City facilities for purposes of conducting Union business. Accredited representatives of the Union shall not disrupt the normal operation of any department.
- G. City Property: Subject to prior approval by the Employer, the Employer may allow the Union to meet on City Property, provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 Except as otherwise expressly and specifically limited by the terms of this Agreement or other addenda to this agreement and/or Memoranda of Agreement, the Employer retains all of its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with its responsibility to manage the affairs of the City. The Union agrees that the Employer's management rights include the following matter:

- A. The right to determine its mission, policies, and to set forth all standards of service offered to the public. This includes the right to plan, direct, and supervise all operations, functions, and policies of the City and to institute, from time to time, work rules applicable to bargaining unit employees.
- B. To close or eliminate any office, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of departments, offices, operations, or facilities for budgetary or operational reasons.
- C. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, appearance, methods, procedures, processes, manner of performing work, and fitness for work. This includes the right to make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title, and the right to determine schedules of work.
- D. To use various alternative workers for rehabilitative, societal, or other purposes including volunteers, offenders, youth programs, interns, senior citizens, welfare recipients, and the disabled. Alternative workers shall be used as a supplement to and not in place of bargaining unit members.
- E. To determine the need for additional education courses, training programs, on-the-job training and cross-training. Such cross-training shall not be used to fill a vacant position.

- F. To purchase, assign, and dispose of equipment or supplies including the introduction of any and all new, improved, or automated methods and/or equipment.
  - G. To assign vehicles to bargaining unit employees or to restrict, regulate, or rescind such assignments at any time and in any fashion.
  - H. To contract or subcontract work as determined by the Employer; provided, that as to work currently covered by the bargaining unit, the Employer agrees to negotiate with the Union the effect of such action on wages and working conditions of employees in the bargaining unit before finalization or implementation of such contracting. The Employer shall provide thirty (30) days' notice to the Union and its representatives and will meet and negotiate the impacts.
  - I. To determine the need for a reduction or any increase in the work force and the implementation of any decision with regards thereto.
  - J. To discipline, suspend, or discharge an employee for just cause and to discipline probationary employees for any lawful reason.
  - K. To take whatever actions the Employer deems necessary to carry out services in an emergency, as long as those actions are not deemed unsafe by a reasonable person. An emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust employed in City government, and the rights and obligations owed to the electorate. This Agreement shall be consistent with both Federal and State laws.

## **ARTICLE 5 - UNION-EMPLOYER RELATIONS**

- 5.1 Non-discrimination - The Employer agrees not to discriminate against any employee for his/her membership or activity on behalf of the Union. The employer and the Union agree that there shall be no discrimination against any employee because of race, creed, political affiliation, sex, age, religion, disability, veteran/military status, or sexual orientation.
- 5.2 Sexual Harassment - Sexual harassment shall be considered discrimination under this section.
- 5.3 Safety - The Union and City will cooperate in an endeavor to maintain safe and healthful working conditions, and encourage employees to work in a safe manner. Management agrees that no employee shall work or be directed to work in a manner or condition that does not comply with minimum accepted safety practices or standards as established by the Division of Safety, Department of Labor and Industries, State of Washington. It is further agreed that employees shall not be required to work in a condition, location, or assignment which would constitute a hazard, as determined by the Department of Labor and Industries, to the employees' health or well-being.
- 5.4 Personnel Policies – Changes to the Personnel Policies that affect Union employees will be submitted to the Union for review. The Union will have thirty (30) days to review and

bargain the impacts of said changes prior to their adoption. If there is no response within thirty (30) days, the Employer will consider this a waiver by inaction and will implement the change(s).

## 5.5 Personnel Policies

- A. Changes to or implementation of personnel policies will be submitted to the Union for review and recommendation prior to adoption.
- B. The City will provide new employees a copy of the Agreement and applicable personnel policies at time of hire.
- C. The City agrees to furnish each affected employee in the bargaining unit with a copy of all changes to personnel policies within thirty (30) days after they become effective.
- D. Any dispute as to the reasonableness of any new personnel policy, or any dispute involving discrimination in the application of new or existing personnel policy may be resolved through the grievance procedure beginning at Step 3.
- E. Except in emergencies, all personnel policies shall be posted on the Human Resources page of the City's website. Substantive changes will be reviewed with the Union to bargain impacts prior to implementation.

## ARTICLE 6 - EVALUATIONS, PERSONNEL FILES

- 6.1 Each regular employee's job performance shall be evaluated once annually and will be given twenty-four (24) hour notice of pending evaluation, by qualified and trained supervisory personnel. Employees subject to this Agreement shall not perform evaluations; however, lead positions shall be expected to provide input on evaluations of employees under their lead. The department head, or his/her designated representative, shall review with each employee his/her performance at least once each year. Once completed, the employee will be required to sign the document thereby indicating that the review took place. This signature does not indicate agreement with the contents. This review shall evaluate the ability of the employee to perform assignments, and prepare himself/herself for advancement. Such performance review shall take place within thirty (30) calendar days of the employee's date of hire anniversary. At the request of the employee being evaluated, a Union Steward shall be allowed to be present. An employee may only grieve an unsatisfactory performance review if the step increase has been denied based on that review.
- 6.2 Written comments or objections to any of the contents of the annual performance review by the employee may be attached to the review for future reference within fifteen (15) working days of the date of review with the employee. If requested, the employee will be provided a copy of his/her review. The City assumes no responsibility for disclosure of confidential information from the release of such requested copies and will require the employee's signature on a form indicating this is understood.
- 6.3 The City may maintain a personnel file on each employee. Such file shall be considered confidential and shall contain items such as original employment application and resume, educational records, references, information required as a condition of employment, status

sheets and other information pertinent to the employee's employment with the Employer.

- 6.4 After giving reasonable advance notice, an employee, shall have the right to inspect all contents of their personnel file. If the employee desires, he/she may fill out an inventory sheet listing all documents in his/her file. Upon request, a single copy of any document(s) shall be provided to the employee. An employee requesting that their personnel files or portions thereof be released to an individual or agency other than themselves must provide written authorization indicating the name of the party to which the information is to be released.
- 6.5 The Union and City agree that any disciplinary material over sixteen (16) months old, with the exception of evaluations, shall be removed from the personnel file at the request of the employee. If the employee's file contains more than one (1) written reprimand or where there is one (1) letter imposing discipline which is more severe than a written reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time, it and all previous disciplinary letters will be removed from the employee's personnel file upon request. For the purpose of this subsection, "letter" includes all attachments.
- 6.6 An employee who disagrees with any disciplinary material in his/her file may seek redress through the grievance procedure. Adverse materials shall not be placed in the personnel file without the knowledge of the employee and shall be signed by the employee prior to placement. The employee's signature shall only be indicative of receiving a copy of said document and shall not indicate agreement with the contents. If the employee refuses to sign such a document, this fact shall be noted and the document placed in the personnel file. Employees shall have the right to attach a rebuttal to adverse materials that have been placed in the employee's personnel file, within fifteen (15) working days of the material being presented to the employee.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 An employee, group of employees, or the Union may file a grievance or appeal to the Civil Service Commission (if applicable) with respect to a claim or dispute arising from the interpretation, meaning or application of the provisions of this Agreement. Any claim or dispute can only be submitted to the Civil Service Commission (if applicable) or the grievance procedure but not both. Request for Civil Service hearing must be submitted in accordance with Civil Service Rules. A grievance must be filed in writing within ten (10) working days of the discovery of the occurrence of the incident producing the violation, dispute, or grievance.

### 7.2 Grievance Steps:

- 7.2.1 **STEP ONE:** Either an employee or his/her Union Steward may institute a grievance by notifying the immediate supervisor within ten (10) working days of the discovery of the occurrence that he/she and/or the Union wish to meet on an informal basis for the purpose of discussing and attempting to settle the matter.
- 7.2.2 **STEP TWO:** If the grievance is not settled at step one, the Union shall present the grievance in writing at step 2, within ten (10) working days after the informal meeting, to the Department Head who shall meet with the Union and the Grievant to review the

grievance within ten (10) working days of receiving the grievance. The grievance should state the date and time that gave rise to the grievance, the step the grievance is at in the grievance process, a short statement of facts, the sections of the contract violated and the proposed remedy. The Department Head shall submit a response to the Union and the grievant within ten (10) working days from the date of the meeting.

7.2.3 **STEP THREE:** If the grievance is not settled at Step 2 it shall be presented by the Union to the City Manager within ten (10) working days of the Department Head's response. The City Manager shall meet with the Union and the Grievant within ten (10) working days to review the grievance and shall respond to the Union within ten (10) working days from the date of the meeting.

7.2.4 **STEP FOUR:** If the Union is not satisfied with the response at Step Three, it may, within ten (10) working days of receiving that response, initiate the arbitration process by written notice to the City Manager. The parties shall attempt to agree on an arbitrator within fifteen (15) working days of the City Manager's receipt of the arbitration notice. If the parties cannot agree on the selection of an arbitrator, they may jointly request the American Arbitration Association or other arbitration service to provide a list of seven (7) arbitrators from which the parties may select one person. The representatives of the Employer and the employee shall alternately eliminate the name of one person on the list until only one remains, with the parties tossing a coin to determine who shall strike the first name. The person whose name was not eliminated shall be selected arbitrator.

In conducting the hearing, the Arbitrator has the power to administer oaths, issue subpoenas, receive relevant evidence, compile the production of books and papers relevant to the hearing, and question witnesses.

The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the employer which is beyond its jurisdiction. Each party hereto will pay the expense of its own representatives. The arbitrator's expenses shall be borne by the losing party. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript. The arbitrator's decision shall be final and binding.

7.3 Any and all time limits under this grievance procedure may be waived by mutual written agreement of the parties. No grievant, employee, or witness for a grievant shall be coerced or discriminated against in any way for his/her use of, or participation in, this procedure.

7.4 Any step in the grievance procedure may be eliminated by written mutual consent. Failure on the part of the Employer to respond within the time limit at any Step shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step. Failure on the part of the grievant(s) or the Union to proceed to the next Step within the prescribed time limit shall constitute abandonment of the grievance.

## ARTICLE 8 - CONDUCT, DISCIPLINE AND DISCHARGE

- 8.1 It shall be the responsibility of all employees to represent the City to the public in a courteous and efficient manner.
- 8.2 The City will attempt at all times to operate its business in the most efficient, economical and orderly manner consistent with good management practices. All employees shall conduct themselves in a manner that will be consistent with the collective bargaining agreement. Disciplinary action is not primarily intended to be punitive but rather to maintain the efficiency of day-to-day operations and in keeping with sound principles of human relations in the City service.
- 8.3 All employees may be subject to disciplinary action for failing to comply with the rules of conduct as outlined in the City of Washougal's Personnel Policies (Chapter 17) or those of the specific department for which he/she works as acknowledged by receipt of such policies.
- 8.4 When a department director becomes aware of a possible discipline issue, the Union leadership will be notified within ten (10) business days of the specific steps that will be taken.
- 8.5 The degree of discipline administered must depend on the severity of the infraction and must be in accordance with the collective bargaining agreement. It is the responsibility of the supervisor to evaluate thoroughly the circumstances and facts as objectively as possible. Employees shall be afforded all Constitutional rights including those established in the Weingarten and Loudermill cases. The employee will be informed of their right to have a union representative present and will be afforded the opportunity to contact their union representative prior to any disciplinary investigation or interview (including verbal warning) unless such presence is freely waived by the employee. This does not include coaching and counseling sessions.
- 8.6 Disciplinary action or measures shall be taken only for just cause and will include the following steps, which may occur in the order listed below, unless the actions of the employee warrant more severe measures:

### 8.6.1. VERBAL WARNING (Non-Grievable)

- A. This type of discipline is meant to be corrective and should be applied for infractions of a relatively minor degree. Supervisors should at all times inform the employee that he or she is administering a verbal warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the person will be subject to more severe disciplinary measures.
- B. A notation that a verbal warning was given should be made but will not be placed in the employee's personnel file. Any written documentation of a verbal warning will be provided to the employee.
- C. If the City has reason to counsel or reprimand an employee, it shall be done privately.

### 8.6.2. WRITTEN WARNING (Grievable)

- A. This notice will be issued by the manager in the event the employee continues to disregard a verbal warning, or if the infraction is severe enough to warrant a written record in the employee's personnel file.
- B. The manager will set forth in the warning notice the nature of the infraction in detail and will sign the notice. The manager will discuss the warning notice with the employee, to be certain that the employee understands the reasons for the disciplinary action.
- C. A copy of the warning notice is to be handed to the employee at the time of the discussion of the discipline. The original copy is to be placed in the employee's personnel file, must be signed by the employee, and a copy shall be sent to the Union.
- D. Written warnings may be grieved up to step three but not arbitration unless and until such time as the written warning is relied upon to support subsequent discipline.

#### 8.6.3 SUSPENSION (Grievable)

- A. This form of discipline is administered as a result of a severe infraction of rules, standards, or for excessive violations after the employee has received a written warning and has made no effort to improve performance. This is the most severe form of discipline given by a manager short of termination. It should be applied only after thorough evaluation by the department head or his or her designated representative.
- B. The manager shall set forth all facts leading to the disciplinary suspension, and the duration of the suspension, on a disciplinary action form. He/she shall then inform the employee in writing of the pending disciplinary action, making certain that the employee is fully aware of the reason for such action and allowing the employee an opportunity to respond, prior to administering the discipline. The original copy of the disciplinary action form, with the signature of the employee, is to be placed in the employee's personnel file with a copy given to the employee and to the Union.
- C. When the employee returns from a period of disciplinary suspension, the managers should make certain that the employee gets back to the job with as little injury to his or her self-respect as possible.

#### 8.6.4. DISCHARGE (Grievable)

If termination is contemplated, it is the responsibility of the City to thoroughly evaluate and investigate the facts, which shall include holding a pre-termination hearing. The City shall give the Union twenty-four (24) hours' notice of a pre-termination hearing. Prior to the pre-termination hearing, the City shall inform the employee and the Union representative in writing of the charges, the relevant facts, and the contemplated remedy. At the pre-termination hearing, the employee and/or Union representative shall be allowed to present the employee's side of the story, and to add relevant facts and describe any mitigating circumstances.



Administrative Leave - If an employee is placed on administrative leave prior to or during an investigation, they shall be in paid status pending outcome of the investigation and/or disciplinary action.

## ARTICLE 9 - HOURS OF WORK

9.1. Work Schedules - Written work schedules showing work days and hours of work will be made accessible to employees. Management may change work schedules with ten (10) calendar days' notice to affected employees and with less notice in the following circumstances:

- A. Such notice is voluntarily waived by the employee(s); or
- B. For the duration of an emergency. Emergencies include but are not limited to natural events or unexpected circumstances which necessitate the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.
- C. If the City Manager advises employees not to report to work or to leave early due to an emergency as defined above. Any portion of the shift for that working day will be considered paid time off and will not be charged to vacation or floating holiday leave.

9.2 Hours of work – Employees may be scheduled to work five (5) eight- (8) hour days; or four (4) ten- (10) hour days; or 9-80s which would be considered an alternate work week schedule. Employees working five eight-hour days a week will be scheduled to work five consecutive days with two consecutive days off. Employees working four ten-hour days a week may be scheduled to work four consecutive days or may be assigned to a split work week but will be scheduled with two consecutive and one non-consecutive day off.

Employees working less than forty (40) hours per week will be scheduled to work no more than five (5) days a week, and at least two (2) of their days off must be consecutive.

Employees will not be required to use a time clock.

9.3 Flexible Scheduling – An employee may request or may be asked by the Employer to work more or fewer hours than scheduled on one (1) day in a FLSA work week and make up for those hours by working an equivalent number of additional or fewer hours on another day or days within the same FLSA work week. Such requests are subject to prior approval by Management and shall not result in any overtime pay or compensatory time. When an employee is asked by the Employer to flex their schedule in lieu of overtime or comp time accrual, the employee must be given at least ten (10) days' notice, subject to Article 9.1 (above). If less than ten (10) days' notice is given, the employee may choose to take overtime or comp time instead of flexing their schedule, if they desire.

Workweek defined: A **workweek** is a period of 168 hours during 7 consecutive 24-hour periods. Each workweek shall begin on Monday at 12:01am and end on the following Sunday at 12:00am

- 9.4 Meal Periods (Entitlement to a meal period) – The work schedules of employees working more than six hours in a work day will include a meal period. An employee who has worked eight or more hours in a work day and who works two hours beyond his or her regular quitting time is entitled to a second meal period. Meal periods are unpaid time.

Employees will be scheduled for a thirty minute meal period unless they request and management approves a one-hour meal period. The meal period for employees working eight or more hours will be scheduled in the middle of the work day whenever practicable. When a one-hour meal period is requested and approved, management will make adjustments to the employee's starting and/or quitting time.

- 9.5 Clean Up Time – Employees occupying labor, trades, or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than fifteen (15) minutes personal clean-up time prior to the end of each shift. The City shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

- 9.6 Breaks - All employees are entitled to one twenty (20) minute break (including transit time) in the morning and one twenty (20) minute break (including transit time) in the afternoon. Breaks for office employees should be taken in designated areas, when possible. Field employees should take their breaks near the job site for no more than twenty (20) minutes. Misuses of the break may subject the offender to disciplinary action.

- 9.6 Time Charging Provisions Pertaining to Time Worked (Rounding Rule) – Time charged for compensation for time worked shall be subject to rounding to the nearest one-quarter (1/4) of an hour. For example, an employee who works less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one-quarter (1/4) of an hour.

## **ARTICLE 10 - OVERTIME**

- 10.1 Overtime shall be compensated only upon approval of the manager for each hour worked beyond the normal working day or normal work week in pay or in compensatory time off, at the employee's choice. An employee who is specifically authorized or required by his or her manager to work shall receive overtime pay to the nearest half-hour. Required meetings that result in overtime shall be paid in the usual manner for overtime/compensatory time. Compensatory time may be accrued up to the maximum accrual of eighty (80) hours. New employees shall not be allowed to accrue compensatory time during their probationary period.
- 10.2 Employees on non-standard schedules shall be compensated at the overtime rate for all hours worked beyond those in a regularly scheduled day or beyond forty (40) hours in a week. If a "regularly scheduled day" is for a duration of less than eight (8) hours, then the overtime rate shall not apply until eight (8) hours have been worked in that day, or forty hours of work have been exceeded for the week.
- 10.3 Time and One-Half – Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for additional time worked as follows:

- A. In excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee; or
- B. In excess of nine (9) hours in any work day, or eight (8) hours in the eight (8) hour day of the schedule, for a 9-80 work schedule
- C. In excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee; or
- D. In excess of forty (40) hours in any FLSA work week.

10.4 Double Time – All work performed on a full-time employee's scheduled last day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one and one-half (1 ½) times his or her normal rate for the last day of rest.

Part-time employees who work in excess of forty-eight (48) hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of forty-eight (48) hours.

10.5 Equal Distribution of Overtime Work – Overtime work shall be distributed as equally as practicable among qualified employees working within the same job classification within a division as outlined in 13.5.1 for divisional specific overtime. Divisional specific overtime is defined as overtime which is either planned or has an on-call list associated. Employees with the most seniority in their division will be offered the opportunities first, after which time the overtime opportunity shall be offered department-wide to employees with the most seniority. Division in this section, due to the familiar nature of work and pooling of employee resources is defined as:

- Water/Wastewater
- Street/Storm
- Parks/Facilities/Cemetery
- Fleet

If additional employees are needed, the City will assign overtime work as needed based on least seniority by department.

A. "Emergency Maintenance." For overtime required to perform emergency maintenance, employees with the most seniority in their division will be offered the opportunities first, after which time the overtime opportunity shall be offered department-wide to employees with the most seniority. If additional employees are needed, the City will assign overtime work as needed based on least seniority by department.

B. "City-wide Special Events." For overtime related to annual pre-planned City-wide Special Events, employees with the most seniority department-wide in Public Works who voluntarily sign up for the event shall be assigned to work. Posting of the overtime opportunity for voluntary sign-ups for these events shall be made no less than 30 calendar days in advance in a Union approved location and Union-wide notification shall be made of the overtime opportunity. These events include The Spring Event in the Parks, Pumpkin Harvest Festival, Lighted Christmas Parade and other significant City-

wide events that might be scheduled by the City. The City will be responsible to posting the overtime opportunity 30 days prior to the scheduled event. The voluntary sign-up period shall close no less than 10 calendar days prior to the event. If additional employees are needed, the City will assign overtime work as needed based on least seniority and rank department-wide in Public Works.

## **ARTICLE 11 - CALL BACK AND ON-CALL DUTY**

- 11.1 Minimum call back time for overtime compensation shall be two (2) hours at the applicable overtime rate for each call back in addition to overtime pay for actual hours worked. If an employee receives an additional call(s) within 30 minutes of clocking out from the previous call back no additional call back payment shall be made. Call back shall mean that the employee was unaware of the work assignment at the end of the previous shift. If an employee is called within thirty (30) minutes of the beginning of the shift, end of shift, or if an employee receives an additional call(s) within thirty (30) minutes of clocking out from the previous call back no call back payment shall be made. Call back shall mean that the employee is unaware of the work assignment at the end of the previous shift. This call back compensation can be taken in the form of overtime pay or compensation time.
- 11.2 Off Duty Telephone/Computer Work at Home: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.
- 11.3 Call back pay for an employee's second day off for those working an alternate schedule or for Sunday for those working a Monday through Friday schedule and holidays will be at the rate of double the employee's regular rate of pay. Call backs will be paid at the appropriate overtime rate for actual hours worked.
- 11.4 All qualified employees in a division shall have an opportunity to sign up for on-call duty if management deems it necessary for a division to have on-call. All on-call time shall be offered on a seniority basis, starting with the most senior qualified person. The Department Director, or his/her designee, shall prepare and post an on-call schedule for affected employees to be posted at least one month in advance of the effective date of the schedule. The on-call schedule shall be made available to all City divisions. If applicable, the employees may trade assigned on-call shifts with other employees that are qualified to do so with prior notification to the Department Director. Such trades shall not incur any additional cost to the City.
- 11.5 Carrying City-provided communication devices will be required for employee's on-call.
- 11.6 On-Call Duty Assignment – Employees who are on-call must be fit for duty and respond to the assigned duty station in approximately forty (40) minutes. The on-call schedule for the Water and Wastewater divisions will be year-round. The on-call schedule for the Street and Storm divisions shall be September 1 through April 30 of the following year. Employees who are assigned to on-call status shall receive an allowance as follows:

- A. Two (2) hours of the employee's hourly wage per day for the weekend, which shall include the hours between the end of the employee's normal working day on Friday and the beginning of the normal working day on Monday. For the Water and Wastewater Divisions compensation shall be, One (1) hour of the employee's hourly wage per day for the weekend will be paid for coming in and doing the applicable work outlined by the Division's Standard Operating Procedure for On-Call employees
  - B. One (1) hour of the employee's hourly wage per evening, which shall include the hours between the end of the employee's normal working day and the beginning of the following normal working day, Monday through Thursday of each week.
  - C. Two and one-half (2.5) hours per holiday, which shall include the hours between the end of the employee's normal working day which precedes the holiday and the beginning of the normal working day following said holiday.
  - D. For employees working alternative schedules (not Monday through Friday), the above payments will be adjusted for the correct days of the week accordingly.
- 11.7 The Employer will attempt to meet its on-call requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, the employer may assign the necessary employees starting with the least senior.

## **ARTICLE 12 – PAID HOLIDAYS**

12.1 Legal holidays to be observed by the employees are:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Presidents' Day
- D. Memorial Day
- E. Juneteenth Day
- F. Independence Day
- G. Labor Day
- H. Veterans' Day
- I. Thanksgiving Day
- J. Day after Thanksgiving
- K. Christmas Eve
- L. Christmas Day

12.2 In addition to the above legal holidays, the employees are entitled to take three (3) floating holidays. Floating holidays do not carry over from one calendar year to the next. Floating holidays shall be prorated for new employees within the calendar year based on their date of hire and they shall be allowed to take those hours in their probationary period

12.3 A holiday that falls on Saturday shall be observed on the proceeding Friday. A holiday that falls on Sunday shall be observed on the following Monday.

12.3.1 When Christmas Day falls on a Saturday, Christmas Eve will be observed on the preceding Thursday and Christmas Day on the preceding Friday.

12.3.2 When Christmas Eve falls on a Saturday and Christmas Day on a Sunday, Christmas Eve will be observed on the preceding Friday and Christmas Day on the following Monday.

12.3.3 When Christmas Eve falls on a Sunday and Christmas Day on a Monday, Christmas Eve will be recognized on the following Monday and Christmas Day on the following Tuesday.

12.5 Holidays shall be in increments of eight (8) hours for regular full-time employees and pro-rated for regular part-time employees. During the Thanksgiving and Christmas holiday weeks, employees working an alternate work schedule will revert to an eight (8) hour workday schedule. During other observed holiday weeks, employees may choose to revert to the eight (8) hour daily schedule during the holiday week, or maintain their alternate work schedule and receive full pay for the period by charging additional leave: e.g., 4-10 employee can use eight (8) hours of regular holiday time and two (2) hours of annual leave or vacation time on the holiday and work three (3) ten (10) hour days. If the date of observed holiday falls on employee's alternative day off, the employee shall receive a following day off, as approved by the Supervisor.

12.6 Any of the above holidays that are specified State legal holidays and are also Federal legal holidays but observed on different dates shall be recognized as a paid legal holiday on the date observed by the State.

12.7 An employee who is required by his or her department head to work on a recognized holiday shall be paid two times his or her hourly salary for the time worked on such holidays, or shall be granted compensatory time off, at the same rate, at the employee's choice.

12.8 Holidays which occur during vacation or sick leave shall not be charged against such leave.

## **ARTICLE 13 – VACATION**

13.1. Accrual - Full-time employees shall earn vacation time monthly based upon the following schedule:

D.O.H. through 3 years of service	8 hours
4 through 6 years of service	10 hours
7 through 9 years of service	12 hours
10 through 15 years of service	14 hours
16 years of service or more	16 hours

Regular part-time employees shall accrue vacation time on a pro-rata basis on their regularly scheduled hours of work and their years of service.

13.2. Probationary Employees - Employees shall not be allowed to use vacation leave during their probationary period. Exceptions may be granted by the Department Director. No compensation shall be paid for accrued vacation leave if the employee fails to pass probation.

13.3. Accrual Parameters - Employees are highly encouraged to take a minimum of a one-week block of vacation each year. All eligible employees may accrue a maximum of three hundred sixty (360) hours of vacation. Vacation shall be granted in increments of not less than one-half (1/2) hour. The time charged shall be on an hour for hour basis. Upon termination of employment, employees who have passed probation shall be paid for unused accumulated vacation time earned within the above-stated limitations.

13.4. Scheduling - Each year, prior to or on March 1, the Department Head or his/her designee shall provide to the applicable division employees a calendar indicating the maximum number of employees within the division that may be authorized to be on vacation during each week of the following twelve month period.

13.5.1 For the purpose of this article, division shall be defined as:

- Buildings
- Cemetery
- Parks
- Finance
- Building
- Code Compliance
- Planning
- Police
- Streets
- Fleet
- Animal Control
- Wastewater
- Water
- Stormwater

13.5.2 During the month of March, employees may sign up for vacation to be taken during the next twelve months, beginning April 1. Employees shall make their selections in order of division seniority. In case of conflict, the most senior employee in the division shall be given the first choice of leave time. This seniority privilege shall exist only for application made during the March sign-up period, and shall not be more than two weeks' continuous leave, unless otherwise agreed to.

After April 1, employees shall have requests for vacation considered on a first-come, first-served basis. The Department Head or designee shall approve or deny requests as soon as possible in writing, and at most within five (5) working days. An employee may negotiate with the Department Head or designee to change scheduled vacation days. Such change must not interfere with the scheduled department activities and shall not result in loss of vacation to any previously scheduled junior employee. Only in cases of bona fide emergency shall any approved vacation leave be rescinded. Vacation requests shall not be denied for arbitrary or capricious reasons.

13.6 Vacation Buyback – Employees are eligible for a vacation “buyback” of accrued vacation time. The employee may apply to the City Manager to “buy back” the vacation time during the month of October. Up to 80 hours may be requested for “buy back.” The employee must maintain a minimum of 80 hours of vacation at the time of the buyback request. The buyback will occur during the last November pay cycle.

#### **ARTICLE 14 - SICK LEAVE**

14.1 Employees shall accrue sick leave at the rate of eight (8) hours of leave for each month of continuous full-time service. Regular part time employees shall accrue sick leave on a pro-rated basis. At the end of each calendar year unused sick leave accrual balances of 130 days (1040 hours) or less will carry over to the following year.

14.2 Definition and Allowable Use – Sick leave is a leave of absence with pay which may be used by the employee for the following covered conditions:

- A. Personal illness or physical disability (including maternity disability);
- B. Quarantine by a physician;
- C. For keeping medical, dental, or optical appointments;
- D. To care for a “child” (as defined as child, legal ward, or a child of a person standing in loco parentis) of the employee with a health condition requiring treatment or supervision;
- E. To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition;
- F. To care for other family members who reside permanently in the employee’s immediate household who have a serious health condition or emergency condition; and
- G. Circumstances covered by the FMLA, WAFLA or Washington State Family Care rules.

Sick leave for the care of other individuals with “family like” relationships may be considered by the Employer on a case by case non-precedent basis.

“Serious health condition” shall mean an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care, or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities).

14.3 Abuse of sick leave may be cause for disciplinary action. An employee requesting sick leave must inform his/her immediate supervisor or department director no later than one (1) hour after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees’ or rescheduling is necessary as a result of planned absence. A department head may request a statement from the



employee's physician certifying the employee's inability to report to work after the employee has been absent more than three consecutive days. Employees taking foreseen and unforeseen sick leave should consult the personnel policies. In addition the documentation requirements for absences that exceed three (3) days.

- 14.4 Employees may not take sick leave prior to earning sick leave. Earned vacation, annual leave, or compensatory time may be used if the sick leave balance has been exhausted. The use of vacation, or annual leave should be scheduled except in unusual or extenuating circumstances. If sick leave and all other leave balances are exhausted, the employee must take time off as unpaid according to Authorized Leave of Absence without Pay as described in the City of Washougal's Personnel Policies. If such absence has not received prior approval to be absent as per City Policies, an employee may be subject to disciplinary action.
- 14.5 Occupationally Related Conditions – Use of sick leave for occupationally related conditions is limited to the provisions of Article 19 – Worker's Compensation.
- 14.6 Use of Sick Leave During Leave – An employee on vacation leave and who becomes ill prior to or during that leave may not change his/her vacation leave to sick leave unless they present reasonable evidence of a bona fide illness or injury upon returning to work.
- 14.7 Long Term Disability – Regular full-time bargaining unit employees will be covered by a City paid group long-term disability insurance policy.
- 14.8 Sick Leave Cash Out - Employees hired on or before December 31, 2013 with five or more years of service will be paid 25% for any unused sick leave balance upon leaving City employment. Those employees hired after December 31, 2013 will not be eligible for the 25% payout of unused sick leave.
- 14.9 Time Charging for Sick Leave – Sick leave shall be charged in fifteen (15) minute increments for an hour for hour basis.
- 14.10 Shared Sick Leave – Sick leave may be shared in accordance with City Personnel Policies.
- 14.10 Employees affected by this article who have accrued in excess of sixty days (480 hours) of sick leave may annually in January trade four (4) hours of sick leave for one (1) hour of vacation in excess of the 480 hours of sick leave. The employee must maintain a minimum of 480 hours of sick leave at the time of the trade request.

## **ARTICLE 15 – FAMILY AND MEDICAL LEAVE ACT/Parental Leave.**

### **15.1 Family and Medical Leave:**

- 15.1.1 Employees wishing to take Family Medical Leave must apply for Family Medical Leave and may be required to provide a physician's certification which documents the need for and the duration of leave (forms to be provided by the City). When possible, thirty (30) days advance notice is required. The City may request an objective medical examination to verify the need for the leave at the employer's expense. The employee may also take Family Medical Leave to care

for a child under eighteen (18) (or eighteen (18) years or older if the child is incapable of self-care due to a mental or physical disability) suffering from a serious illness or health condition, a spouse or parent suffering from a serious illness or health condition, or to take parental leave.

- 15.1.2 Employees will use all accumulated leave (sick, vacation, personal holiday) for a serious, disabling illness or health condition (including disability associated with pregnancy and childbirth) which renders the employee unable to work or for the care of immediate family members as provided under the law. However, if an employee does not have sufficient leave, the employee will be granted an unpaid leave for recovery. The employee's leave will not extend beyond the longer of the accumulated leave or twelve (12) weeks in a rolling 12-month period as measured forward from the beginning of the first day of FMLA qualified leave. In extenuating circumstances the employee may seek additional leave through their immediate supervisor.
- 15.1.3 During the period of time an employee is on Family Medical Leave, the City will continue its contributions to the employee's medical, dental, vision, long-term disability, and life insurance benefits for a period of twelve (12) weeks or as long as the employee remains in a paid status (whichever is longer). The employee will be required to continue to pay their contributions for medical insurance benefits through payroll deductions and/or self-payment. If, after twelve (12) weeks, the employee is in an unpaid status, the employee is responsible for the full cost of insurance coverage as allowed by law.
- 15.1.4 Employees taking Family Medical Leave will be reinstated to their former position or an equivalent position and pay upon their return to work. (Key employees as defined by the Department of Labor, are exempt from this provision). The Employer retains the right to recover insurance premium costs from the employee if the employee does not return to work at the end of the Family Medical Leave as allowed by law.
- 15.1.5 Employees shall have the option to use the Federal Family and Medical Leave Act or the Washington State Family Leave Act.
- 15.2 Parental Leave - Employees may take a leave of absence or vacation not to exceed one year for the purpose of parental leave. A leave of absence is taken without any pay or fringe benefits, but the employee shall be allowed to participate in the City's insurance program by paying their own premium. Vacation may also be used to the extent of accrual. Parental Leave is subject to the approval process as outlined in Article 21 – LEAVE OF ABSENCE WITHOUT PAY.

## **ARTICLE 16 – PAID FAMILY AND MEDICAL LEAVE**

Eligible employees are covered by Washington's Family and Medical Leave program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington Law and is therefore independent of this agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with the

family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The city will pay the remaining premium amounts. The net contribution for the employee will be 63% of the .4% and the City will pay the remaining 37%. Following finalization of regulations implementing RCW 50A.04, either party may reopen this Agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

17.1 An employee shall be granted a maximum of twenty four (24) hours with pay for bereavement leave in case of death in an employee's immediate family or any other member of the immediate household. In the case of one-way travel of 250 miles or more, the employee will be granted an additional sixteen (16) hours of bereavement leave.

Immediate family is defined as: The spouse, parents, children, brother or sister, grandparents, grandchildren, that includes the in-law or step equivalent, legal guardian or any relative living in the Employee's household. Leave may be extended at the discretion of the Employer without pay. It is understood that this policy extends to similar members of a domestic partner's family as detailed above.

17.2 Bereavement leave shall not be charged to any leave banks except in the cases approved by the Employer when the bereavement leave exceeds twenty four (24) hours or forty (40) hours when extensive travel is involved. Upon approval of the Employer, bereavement leave in excess of twenty four (24) hours or forty (40) hours when extensive travel is involved may be charged to accrued vacation, floating holiday, or compensatory time balances. Bereavement leave in excess of twenty four (24) or forty (40) hours when extensive travel is involved hours not charged to paid time may be counted as leave without pay. Employees may be excused by the Employer to attend the funeral of deceased co-workers as leave with pay.

## **ARTICLE 18 - JURY DUTY**

18.1 When on jury duty or while appearing as a legally required witness, an employee will receive full pay from the City, but the City shall deduct an amount equal to the jury fees actually received by the employee excluding mileage and meal allowances. It shall be the responsibility of the employee to provide documentation as to the amount which is mileage and/or meal allowances.

## **ARTICLE 19 - MILITARY LEAVE**

19.1 The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060 and the Federal USERRA laws, which stipulate that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty one (21) working days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

19.2 Employees who are called to or volunteer for service with the Armed Forces of the United States or the Washington National Guard shall be entitled to be considered for reinstatement in accordance with the provision of the State Law (RCW 73.16).

19.3 An employee promoted to fill a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be placed in as nearly equal vacant position as may exist, or if no such position exists, may be subject to lay off.

19.4 A new employee hired to fill a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be placed in as nearly equal a vacant position as may exist, or if no such position exists, may be subject to lay off.

19.5 During periods of military conflict, per RCW 49.77.03 an employee who is married to a military member of the US armed forces, National Guard or reserves will be granted up to fifteen (15) days of unpaid leave before their spouse is deployed or while their spouse is on leave from deployment. Employees are eligible for this leave per deployment. The spouse must provide the employer with a copy of the member's orders

## **ARTICLE 20 - WORKERS' COMPENSATION**

20.1 Coverage – All members of the bargaining unit will be provided coverage as required by State Worker's Compensation.

20.2 Seniority:

- A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority except as provided in Article 21 – Leave of Absence Without Pay.
- B. If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.
- C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

20.3 Probationary Employees - If an employee sustains an injury during his or her probationary period, the probationary period may be extended by written agreement of the Union, the employee, and the City.

20.4 Denied Claims:

- A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 14, Sick Leave.
- B. If a Workers' Compensation claim which has been denied is later

held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the City and the employee's sick leave account credited with an equivalent number of days.

- C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 22, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.
- D. If a denied claim is later held compensable upon appeal, the employee will be entitled to Reimbursement of any premiums paid to the City for medical/dental benefits.

20.5 Benefits - The City shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first day of occupational disability, subject to the limitations of Article 22 – Health and Welfare, for a period not to exceed six (6) months. Thereafter, any continuation of health and welfare benefits shall be at the option and expense of the employee.

## **ARTICLE 21 - LEAVE OF ABSENCE WITHOUT PAY**

21.1 Upon the written request from the employee, the City Manager or his/her designee may grant a regular employee a leave of absence without pay not to exceed one year. Approval of such leave shall be in writing and signed by the City Manager. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

21.2 Accrual of Benefits While on Unpaid Leave – An employee in leave without pay status will cease to earn sick leave, vacation leave, seniority, and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a thirty (30) calendar day period of time. The employee may participate in the City's insurance program by paying his/her own premium.

## **ARTICLE 22 - HEALTH AND WELFARE**

22.1 Medical— The City will pay 95% of the premium cost for medical coverage for employees and 85% for their dependents under the terms of the policy provided by the AWC Benefits Trust \$250 Deductible Medical Plan. Participating employees will pay the 5% cost sharing for employee coverage and 15% cost sharing for dependent coverage through payroll deduction. In addition the City will offer the AWC Regence High Deductible Medical Plan (HDMP) and pay 97% of the cost for employees and their dependents. Participating employees will pay the 3% cost sharing through payroll deduction. As an incentive for participating in the HDMP the City will establish and contribute to a Health Savings Account (HSA) in an amount equivalent to 55% of the premium cost savings between the HDMP and the AWC Benefits Trust \$250 deductible medical plan, based on the employee coverage level. This contribution will be made on a quarterly basis; January, April, July and October.

22.2 The City will offer alternative HMO plans through Kaiser Permanente. The City will pay 95% of the premium cost for medical for employees and 85% for their dependents under the terms of the policy provided by Kaiser Permanente for the \$250 deductible plan, The City will continue to offer the Traditional \$5 co-pay plan, however, the employee will be responsible for paying the premium difference between the \$5 co-pay Traditional plan and the \$250 deductible plan. The employee will pay the applicable cost sharing through payroll deduction. Additionally, the City will offer the Kaiser HDMP and will pay 97% of the cost for employees and their dependents. The employee will pay the 3% cost sharing through payroll deduction. As an incentive for participating in the HDMP the City will establish and contribute to a Health Savings Account (HSA) in an amount equivalent to 55% of the premium cost savings between the HDMP and the Kaiser \$250 deductible medical plan, based on the employee coverage level. This contribution will be made in quarterly installments; January, April, July and October.

22.3 The employee may also opt out of the City-provided healthcare program if they have verifiable coverage elsewhere and receive \$250 per month of additional taxable income.

22.4 Dental – The City will pay 95% of the premium cost for dental under Washington Dental Service. The City will offer an alternative dental plan through Willamette Dental. The 5% employee cost sharing will be paid for through payroll deduction.

22.5 The Employer agrees to contribute one hundred percent (100%) of the cost of family optical insurance.

22.6 The Employer may, without changing the quality or value of existing protection, investigate and negotiate alternative insurance coverage at least equal to that experienced by employees and dependents that may be more cost-effective to the Employer.

22.7 The Employer will provide for each employee term life insurance in the amount of \$50,000.00. If available through the provider, an employee may, at his/her own cost, purchase term life insurance and supplemental life insurance for a dependent. The employer agrees to deduct such costs from the employee's payroll. The Employer will also provide long-term disability insurance for the employee.

22.8 Employees may participate, at their own expense, in the Washington State Deferred Compensation program, or such other deferred compensation plan as provided by the City, which shall be available through payroll deduction.

22.9 Employees who have elected medical coverage through AWC Benefit Trust or Kaiser Permanente will be provided with the Employee Assistance Program. The employer agrees to contribute (100%) of the cost of this insurance.

22.10 Union members have the option of adding their domestic partner of the same or opposite sex and the domestic partner's eligible dependents, if any to their insurance coverage. The value of the benefits provided to an employee's domestic partner (and the domestic partner's eligible dependents, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 125 of the Internal

Revenue Code. The City of Washougal will treat the value of the benefits provided to the employee's domestic partner (and the domestic partner's eligible dependents, if any) as part of the employee's income and will withhold the taxes on the value of those benefits from the employee's paycheck.

22.11 Based on the plan's eligibility requirements, the employee may, at his/her own cost, purchase through payroll deduction additional benefits as offered through AFLAC. The employer agrees to deduct such costs from the employee through payroll deductions.

22.12 Any changes imposed by the outside carriers of the medical, dental, and optical insurance plans offered, not within the City's control, shall be passed through to the employees and dependents covered.

22.13 The Employer agrees to continue to participate in the Public Employees Retirement System.

22.14 Mandatory employee VEBA contributions: The City of Washougal and employees covered by this collective bargaining agreement, agree that an employee's compensation package will be changed such that eligible employees shall receive additional benefits in the form of HRA VEBA Plan contributions equal to 1%, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all employees defined as eligible and shall be considered and referred to as employer contributions.

## **ARTICLE 23 - WAGES**

23.1 The Salary Table shall be as set forth in Appendix A effective January 1, 2022 (which represents a four and one-half percent (4.5%) increase over 2021 wages).

Effective January 1, 2023, the salary table shall be adjusted by 100% of the CPI (June to June West B/C all Urban Consumers) with a minimum of 2% and a maximum of 4%

Effective January 1, 2024, the salary table shall be adjusted by 100% of the CPI (June to June West B/C all Urban Consumers) with a minimum of 2% and a maximum of 4%

23.2 Out of Class Pay - An employee working out of class will be paid four percent (4%) higher than his/her current step if he/she meets the following conditions:

- A. The employee has been assigned by the manager in writing to perform substantially all of the duties of the higher position.
- B. The job assignment is in a range above the employee's current position.
- C. The job assignment is for longer than two 8-hour work days in succession. After two (2) days, the pay is effective from the first hour of the assignment. Out of class pay shall begin when the assignment is made by the manager.

23.3 Longevity

23.3.1 Employees shall receive longevity in addition to their regular salary in accordance with the chart below. Longevity pay will be administered each pay period (semi-monthly or monthly). To qualify, the employee must be at the top step of the pay range with a minimum of ten (10) years of continuous service based on the employee's most recent regular date of hire. Upon completion of:

10 yrs	1.25%
15 yrs	1.50%
20 yrs	2.00%

23. 4 Reclassification Review: Refer to the following sections of Chapter 2 of the City's Personnel Policies: 2.05, 2.06, 2.07, 2.08, 2.12.05, 2.12.06, and 2.12.07, as they exist on the effective date of this agreement.

## **ARTICLE 24 – PERSONNEL ACTIONS**

24.1 Seniority - Seniority for all purposes of this Agreement shall be defined, as an employee's most recent regular date of hire with the City and ensuing continuous employment in a regular position covered by this bargaining unit. Time spent as a temporary employee shall not count toward time served for seniority purposes. Employees' seniority shall not be reduced if on unpaid leave due to FMLA qualifying reasons.

24.2 Probation - All new employees shall serve a six (6) month probationary period or less, at the appointing official's discretion. During the probation period, a new employee shall not be allowed access to the grievance procedure over discipline or discharge. Until the probation period has been met they shall be considered 'at will' employees. The probationary period may be extended to three (3) additional months by mutual agreement between the Union and City. New employees shall be placed at the salary range and step deemed appropriate by the department head. Newly promoted employees according to Article 24.3.1 B and C, reinstated employees according to articles 27.8.2 and 27.8.3 and employees who bump into a new position as an alternative to layoff shall serve a six (6) month trial period or less, at the appointing official's discretion, but are not considered "at will" relative to new employees as defined in this section.

### **24.3 Promotions:**

24.3.1 A promotion can occur in one of the two following ways:

- A. Promotion within a job series: An employee can move from a lower paid position/classification to a higher paid position/classification with increased authority and responsibility (e.g. moving from a Maintenance Worker I to a Maintenance Worker II). This type of promotion does not create a new vacancy or reset an employee's anniversary date for performance evaluation purposes and pay range step increases. The



resulting pay increase will be one-step or 3.5%. Managers wishing to make these moves will submit a recommendation to the department head and review with human resources and City Manager. This promotion does not involve a competitive process and will typically coincide with the employee's annual review. Exceptions to this timing will be considered on a case-by-case basis. The employee will not serve a probationary period.

B.

Promotion due to departmental reorganization and reclassification: An employee may be promoted through a department reorganization and subsequent actions or through reclassification of the job description. This type of promotion does not create a new vacancy but does reset an employee's anniversary date for performance evaluation purposes and pay range step increases. These changes will be proposed by the department director to human resources and City Manager. These changes will result in a one-step or 3.5% increase. The employee will serve a trial period. This promotion does not involve a competitive process. Note: this does not include positions that are placed on a higher range level due to classification/compensation analysis.

C. Promotion into a vacant position: Promotion into a vacant position occurs when an employee, through the normal recruitment process for an existing vacancy, is selected for a different AFSCME position in a higher pay range. This type of promotion does not change an employee's seniority for the purpose of benefit accruals but does reset the employee's anniversary date for performance evaluation purposes and pay range step increases. An employee selected for promotion shall move to the next highest step in the new salary range if available that provides for a minimum increase of 5%. The employee will serve a trial period. This promotion involves a competitive process.

24.3.2 Selection for Vacancies - If there are one (1) or more qualified internal applicants for the vacancy, including employees wishing to transfer laterally, promote or demote into the position, the City will interview and/or test any internal candidates who may meet the minimum qualifications as stated in the posting, prior to interviewing external applicants. The City may use an interview process and/or test to make a final determination of whether an internal applicant meets the minimum qualifications. The City shall employ merit principles and shall select candidates for vacancies on the basis of their relative qualifications. In reviewing qualifications and filling job vacancies, the City make take into consideration factors including but not limited to education, experience, aptitude, knowledge, interpersonal skills, and the quality and length of employment with the City. Where the relative qualifications, as described above, of two (2) or more internal candidates are substantially equal, City seniority shall be the deciding factor. Upon request of the Union, the City will provide the Union with the reasons for not selecting the senior individual. If the employee feels that they have been unjustly dealt with in the matter of selection, they may have the case presented as provided in the Grievance Procedure, up to and inclusive of Step 3. If the employer determines that none of the internal candidates meet the minimum qualifications as stated in the posting, after review of applications and/or interviews and/or testing, the City may post the position for external candidates.

24.3.3 Posting - Notice of all position vacancies shall be posted on the human resource's careers page of the city's website. All vacancies to be filled shall be posted internally, prior to posting outside the bargaining unit and shall remain on the bulletin board for a minimum of ten (10) working days unless mutually agreed upon by human resources and the Union. The notice will include position, title, pay range and a brief description of the position duties including qualifications and necessary skills. Only those employees who file their application during the initial ten (10) day period will be given internal preference over outside candidates for the position. The Employer will make every attempt to complete the recruitment process for those vacancies to be filled within sixty (60) days of the initial posting. If reasonable circumstances exist that would cause a delay in recruitment, the employer will send a written request to the Union suggesting the timeframe for which the position will be posted.

24.3.4 Lateral Transfers - A lateral transfer is defined as the movement from one classification in a pay range to another classification in the same pay range. Depending on circumstances, this may or may not create a vacancy in the organization. This movement does not change the employee's anniversary date for performance evaluation purposes and step increases. These types of changes could be the result of a competitive process, reorganization or management appointment. Probation will be determined on a case-by-case basis depending on the scope of classification change that takes place.

24.3.5 Trial Period - Employees who are promoted or transfer into a new position shall serve a thirty (30) day trial work period in the new position, at the new salary (if applicable), in order that the Employer may determine that the employee is performing satisfactorily. This promotional trial period does not apply to those employees promoted as defined in section 24.3.1.A. An employee serving a promotional trial period may voluntarily withdraw from that position within thirty (30) days of the appointment without discrimination or loss of seniority and return to his/her former position and pay. This trial period coincides with, but does not eliminate the probationary period pursuant to Section 24.2.

24.3.7 Internal Movement Frequency – An employee who successfully transfers or achieves a promotion must serve at least one year in the new position before the employee is eligible again to transfer or pursue another internal vacancy. Exceptions may be granted in writing by the City Manager in consultation with the affected Department Heads.

24.4 Job Classification – Refer to the following sections of Chapter 2 of the City's Personnel Policies: 2.05, 2.06, 2.07, 2.08, 2.12.05, 2.12.06, and 2.12.07, as they exist on the effective date of this agreement.

## 24.5 Temporary Employees

24.5.1 Appointments to City employment on other than an acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

1. As a substitution for a regular employee who is absent from his or her position;
2. When it is impossible to make a regular appointment to the position due to recruitment difficulties;
3. Where budget appropriations provide only for temporary employment, and/or;
4. During a state of disaster or emergency.
5. Overtime will only be granted to a temporary employee on a limited basis and only if a regular employee is not available or in case of an emergency.

24.5.2 Temporary appointees shall serve up to one thousand and forty (1040) hours per calendar year at the discretion of the City Manager. Temporary appointments may be extended with mutual agreement between the employer and the union on a case by case basis. Time as a temporary employee shall not count toward the initial six (6) month probationary period for the same position if subsequently hired with no break in service unless waived in writing by the City Manager agreed to by the union. Temporaries shall not be rotated through a position.

24.5.3 The same temporary employee candidate may be hired from year to year. However, the end of each temporary assignment severs the employment relationship at that time with the City. If the same temporary employee candidate is hired for a new temporary assignment, this new hire does not imply an ongoing relationship nor create an expectation of continued employment once that temporary assignment is concluded. If a temporary employee applies for a regular budgeted position, the temporary employee is considered an external candidate and is ineligible to compete on internal recruitments. Temporary employees are "at-will" employees and have no rights to the grievance process.

## 24.6 Demotion.

24.6.1 No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. An employee being demoted shall be notified at least two (2) weeks prior to demotion. An employee may be demoted

- A. when his or her standard performance falls below that established for his or her particular class;
- B. when the employee becomes physically or mentally incapable of performing the duties of his or her position;
- C. for disciplinary reasons;
- D. due to a departmental reorganization that affects employee positions;
- E. in lieu of layoff.

24.6.2 A demotion may be authorized by the City Manager for any employee who requests it or to prevent a layoff if a position is available. Any demotion to prevent layoffs is subject to the terms and conditions as outlined in Article 27 – Layoff and Recall.

24.6.3 Upon demotion, an employee shall be paid at the step of the lower salary range which most closely corresponds to the step of the salary range for the class from which

he or she is being demoted. In no instance shall an employee be paid outside the established pay range for the position in which the employee is assigned.

## **ARTICLE 25 – TRAINING AND TRAVEL**

25.1 The City shall encourage training opportunities for employees and supervisors in order that services rendered to the City will be more effective. The City Manager shall assist department heads in meeting training needs in their departments and in developing training programs designed to meet immediate City-wide personnel needs and prepare employees for promotion positions of greater responsibility.

25.2 Training sessions may be conducted during regular working hours at the discretion of department heads.

25.3 Seminars approved for employee attendance by department heads shall be financed by the City in the usual manner.

25.4 Tuition Reimbursement – The City offers financial support for approved courses as funding and the budget allows for tuition reimbursement. Refer to Chapter 19.02 as it exists on the date of this agreement.

25.5 Travel. When employees are required to travel outside the City on City business, reimbursement for expenses incurred shall be determined by the Personnel Policies. Travel time shall be paid in accordance with the Fair Labor Standards Act.

## **ARTICLE 26 -SAFETY AND UNIFORMS**

26.1 Job Safety. The City Manager recognizes the need for the development of safe working conditions and practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools, and other devices.

26.2 Safety Committee. Responsibility for development, promotion, and coordination of the safety program throughout the various City departments shall be a primary function of the Joint Safety Committee. The Joint Safety Committee will be made up of representatives of several operating departments. Representatives of the following departments will be required: Public Works, Community Development.

26.2.1 This committee will assist in the development of departmental safety programs; to include first aid training, coordinate interdepartmental safety practices, and keep other departments informed of the safety programs within the City government. Supervisors, in conjunction with department safety representatives and Union representatives, are authorized to investigate the practices or conditions which cause or may cause accidental injury or property damage and make recommendations for their correction and prevention.

26.2.2 No employee shall be required to work under unsafe conditions, and shall report any such conditions to his or her supervisor immediately.

### 26.3 Uniforms and Protective Clothing:

26.3.1 The Employer will provide the following items on an “as needed” basis; three (3) shirts annually and gloves that is part of a distinguishable employer outfit for such purposes. The employer will also provide muck boots and rain gear (coat, bibs). The muck boots and rain gear must be determined by their immediate manager as worn out and turned in by the employee before being issued a replacement. These clothing provisions do not apply to administrative personnel or animal control.

Additionally, the City will budget \$400 each year for each non-probationary employee, except for animal control and administrative personnel. Administrative personnel will receive two city-logo items each year. New employees, after successfully completing their probationary period will be allowed to make clothing purchases in their first year on a pro-rated basis. Employees are expected to dress at work in a manner that presents a positive image for the City. Typical dress for employees would be jeans, shirt and L & I approved boots.

## **ARTICLE 27 – LAYOFF, RECALL AND BUMPING**

27.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.

27.2 Alternatives to Layoff – The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job. Employees so transferred may be required to perform a probationary period as outlined in Article 24.2.

27.3 After the City has identified the specific job classification(s) and division(s) (e.g. streets, water, and finance) being reduced, layoffs and resource reductions will be made in the following order:

27.3.1 Temporary, part-time and newly hired probationary employees shall be laid off prior to regular full-time employees. Part-time employees cannot bump less senior regular full-time employees.

27.3.2 The order in which employees will be laid off shall be determined based on seniority as defined in 27.7 of this article.

27.3.3 Any exception to this will be mutually agreed to by the Union and the City.

27.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification for which the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

27.4.1 Qualified Employees and Criteria for Bumping and Reassignment: Employees may only be offered positions in accordance with the provisions of this Article based on the employer’s assessment of the following criteria:

1. Successful completion of any qualifying examinations or certifications as defined by the job position description and/or job announcement within ninety (90) calendar days; and
2. Possession of minimum qualifications as defined by the position description and/or job announcement; and
3. Not currently in discussion with manager regarding performance related issues and/or specific areas of performance requiring improvement.

27.4.2 An employee who bumps into a position in a different division as an alternative to layoff shall serve a six (6) month probationary period as outlined in Article 24.2. However, if such employees fail to successfully pass their probationary period, they will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they are laid off.

27.5 Notice to the Union – Representatives of the city and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any of the Union members. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

27.6 Notice to employees – Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

27.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

27.7 Seniority – Seniority for the purposes of layoff, recall, and bumping shall be based upon the time spent in the bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.

27.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of eighteen (18) months following the date of layoff. The names of persons laid off will be placed on a reinstatement list. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

27.8.1 When a vacancy occurs in the same job position for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated into. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in this Article in determining who shall be offered reinstatement. When an employee is

reinstated within eighteen (18) months to the job from which they were laid off, they will be placed into the same step occupied at the time of layoff and will not serve an additional probationary period. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

27.8.2 Any employee who is reinstated to a job other than the position from which they were laid off shall serve a new probationary period as outlined in Article 24.2. Such employees will be placed at the step of the salary schedule for the new position that is consistent with their salary prior to layoff.

26.7.3 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after the layoff. Employees selected for such positions will serve a probationary period as outlined in Article 24.2. Employees will be placed into the salary schedule for new position consistent with the applicable salary schedule or guidelines.

26.7.4 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number.

26.7.5 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's service date will be maintained, but will be adjusted to deduct the time spent in a layoff status.

#### 27.9 Eligibility for reinstatement ends if:

27.9.1 An employee refuses to accept an offer of reinstatement to a position in the same classification as that from which he/she was laid off.

27.9.2 An employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

27.9.3 The employee requests in writing to be removed from the reinstatement list.

27.9.4 The employee resigns or retires.

#### Definitions:

1. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification. A transferred employee would be placed at the same step in the same range as the position that they transferred from.
2. Demotion – The movement from a higher paid job classification to a lower paid job classification as a result of bumping. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that is closest to the range and step they occupied prior to being demoted.

### **ARTICLE 28 – COMMERCIAL DRIVER'S LICENSE (CDL)**

28.1 All employees in applicable positions who are expected to obtain and maintain a commercial driver's license with such endorsements as necessary to operate vehicles assigned to their work unit must be medically and physically able to obtain one. Employees shall be allowed a reasonable period of time to obtain the license as defined in the job description.

28.2 The City will provide:

28.2.1 An opportunity for each employee to develop the skill required to obtain the license within said reasonable time period.

28.2.2 Reimbursement for fees to obtain and/or renew the license and endorsements for the first attempt, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.

28.2.3 The required medical/physical examination provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.

28.2.4 For positions requiring a CDL, once an employee has passed their probationary period, the City will pay the cost for an employee to attend an accredited or pre-approved training course and the required time to train, test and attain the requisite CDL.

28.2.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.

28.2.6 The employer will make reasonable effort to reassign an employee who loses his/her CDL for up to one (1) year to a job that does not require a CDL.

## **ARTICLE 29 - NO INTERRUPTION OF WORK**

29.1 It is agreed there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Union or any employee during the period of this Agreement. It is agreed there shall be no lockouts by the City during the period of this agreement.

29.2 In the event that in violation of the provisions of the preceding paragraph a strike, walkout, refusal to report for work, or other interruption of work shall occur, the Union shall not be subject to financial liability for such violation provided that the Union, immediately after the beginning of such violation, shall have (1) publicly declared such action a violation of this Agreement, and (2) in utmost good faith used its best efforts to terminate such violation. It is further agreed that any employee participating in such violation shall, at the discretion of the City, be subject to immediate discharge or other disciplinary action.

29.3 A refusal to report for work as used in this Article applies only to a refusal arising out of or related to a labor dispute.



## **ARTICLE 30 - SEPARABILITY**

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

## **ARTICLE 31 - ENTIRE AGREEMENT**

31.1 The parties acknowledge that during the negotiations resulting in this Agreement each has had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The wages, benefits, rights and protection of bargaining unit members derive exclusively from this Agreement, not from other City policies. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all inclusive. Nothing in this agreement shall waive the Union's right to bargain the impact of any management right exercised by the Employer which is a mandatory subject of bargaining.

31.2 This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time.

## **ARTICLE 32 - COST SAVINGS COMMITTEE**

32.1 A committee will be established for the purpose of reviewing cost saving proposals as presented by employees covered by this collective bargaining agreement. The reviewing committee will be made up of City employees (including 307W employees) and management representatives. Selected cost saving proposals for implementation will need to have robust metrics that will be used to verify savings for the City of Washougal. Employees of such selected proposals will earn a percentage of those savings up to a maximum dollar cap as determined by the City. Program policies, procedures and final determinations re: percentage awards will be at the sole discretion of the City. The Committee may also self-identify cost savings measures

## **ARTICLE 33 - DURATION**

33.1 This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2024. Either party may give written notice to the other party between January 1st and September 1st of 2018 that it wishes to modify the Agreement

for any reason. If such notice is given, the parties agree that they will meet and negotiate from time to time within the sixty (60) day period immediately preceding the termination date of this Agreement, or earlier if mutually agreed to by the parties in an effort to determine the terms and provisions of a new collective bargaining agreement for a succeeding period. This Agreement may be amended in writing at any time during its effective term, provided there is mutual written consent of both parties.

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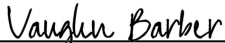
IN WITNESS HEREOF, the parties hereto have set their signatures this            day of December  
, 2021.

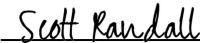
FOR THE UNION:

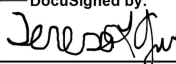
FOR THE CITY:

DocuSigned by:  
  
Larry Clark  
Business Representative

DocuSigned by:  
  
David Scott, City Manager

DocuSigned by:  
  
Vaughn Barber  
Negotiating Team, Local 307W President

DocuSigned by:  
  
Scott Randall  
Negotiating Team, Local 307W

DocuSigned by:  
  
Jere  
Negotiating Team, Local 307W

DocuSigned by:  
  
Crystal Sather  
Negotiating Team, Local 307W