COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

The City of Kelso

AND

City Library & Clerical Employees

REPRESENTED BY:

Chauffeurs, Teamsters & Helpers

Effective: January 1, 2017 through December 31, 2019

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This agreement made and entered into by and between the CITY OF KELSO, WASHINGTON, hereinafter referred to as the City; and, CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL #58, hereinafter referred to as the Union.

PREAMBLE

Whereas, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved; NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION AND SECURITY

1.1 The City recognizes the Union as the sole collective bargaining agent for all of its regular clerical employees and part-time clerical employees who work more than sixty nine (69) hours per month, within the jurisdictional limits of the Union in all City operations excluding the following positions: all exempt City employees, Executive/Legal Assistant, Project Coordinator (Engineering), Engineering Technicians, Police Records Supervisor/Executive Assistant, Planning Assistant, School Work Study Students, Summer Youth Employment and L&I OJT participants.

1.2 Temporary employees are defined as employees working less than four (4) months per annum and are not entitled to health and welfare benefits, the accrual of seniority, or any other rights provided by the Agreement. The term of employment will not exceed 720 hours per calendar year or three months without mutual written agreement between the Employer and the Union. Temporary employees shall not be used to supplant bargaining unit employees.

1.3 It shall be a condition of employment that all employees of the City covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing. It shall also be a condition of employment that any and all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

1.4 Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

1.5 A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union or complying with 1.3 above.

1.6 The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

1.7 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 2 - WORK SCHEDULE

2.1 Eight (8) hours, excluding the lunch period, shall constitute one (1) full day's work: Forty (40) consecutive hours shall constitute one full week's work Monday through Friday, inclusive, with the exception of Library employees whose work day shall be eight (8) hours per day excluding a lunch period and a work week of forty (40) hours Monday through Saturday. For purposes of defining the work week under the Fair Labor Standards Act each employee shall have a seven day work week that runs from 12:00 midnight on the first day of their work week to 12:00 midnight on the seventh day of their work week. Unless otherwise mutually agreed, full time employees shall have two (2) consecutive days off each week unless it is necessary to work overtime on those days. Vacation, sick leave and holidays shall be counted as hours worked in calculating overtime.

2.2 All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be compensated at the time and one-half (1 1/2) the regular rate of pay. Seniority shall be the determining factor in the selection of overtime opportunities as long as the employee is qualified to perform the available work. The decision as to whether or not an employee is qualified to perform the work shall remain exclusively with the employer.

Compensatory time in lieu of overtime pay that is requested by the employee and granted by the City shall not accumulate to a total amount greater than twenty-four (24) hours. Scheduling of any compensatory time off shall be at a time mutually agreeable to the

employee and the City. Compensatory time shall accrue at the applicable overtime rate for each overtime hour worked.

2.3 Employees shall have regularly designated unpaid lunch periods, which shall not exceed one (1) hour.

2.4 An employee shall be guaranteed two hours premium pay at time and one-half (1 1/2) should they be instructed by the City to report back to work after their regular hours. At the discretion of the supervisor, the employee may be required to work the full two hours. An employee scheduled to attend any City council or other official meeting outside of the employee's regular work hours shall be compensated for a minimum of two (2) hours pay at the time and one-half rate of pay.

2.5 Employees shall be granted two (2) fifteen (15) minute rest periods (not to exceed 15 minutes) each day; one rest period to be taken during the shift work prior to lunch, and one rest period to be taken during the shift worked after the lunch period. Rest periods shall not be accumulated or combined but each rest period is to be taken as near to the middle of the period prior to lunch and the second one taken as near to the middle of the period following lunch as staffing allows. Rest periods shall be considered as time worked. Employees working more than eight (8) hours in any given day shall receive additional paid rest periods and meal periods as per Washington state law.

ARTICLE 3 - SALARY SCHEDULE

3.1 All employees shall be paid the rate set out in the Salary Appendix A attached.

ARTICLE 4 - HOLIDAYS

4.1 All employees shall receive the following holidays with pay.

New Years Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day
Floating Holidays*
  2017 – Two (2)
  2018 – Two (2)
  2019 – Two (2)

* The Floating Holiday(s) above shall be at the employee's choice upon giving seventy-two (72) hours written notice. The seventy-two (72) hours written notice may be waived by the department head. The Floating Holiday need not be scheduled any more in advance than is provided for herein. Floating holiday(s) will be credited to the employee on January 1 of each subsequent year for the employee's use and may not be carried over year to year.

A total of one bargaining unit employee per day shall be allowed to take a floating holiday as specified above. However, additional employees within the same department may only be granted a floating holiday on the same date as another employee in instances wherein the additional floating holiday is approved by the Department Head. In the event the Department is short staffed the Department Head shall have the authority to deny any additional employees the opportunity to schedule a floating holiday on the same date as another employee providing such denial is not arbitrary or repeated.

Effective January 1, 2017 and expiring on December 31, 2019, should the non-represented employees continue to receive three (3) floating holidays, the City Library and Clerical employees covered under this Agreement will enjoy the same benefit.

4.2 Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. No work shall be performed on the actual holiday, unless agreed to by the Employee in which case 4.3 shall apply.

4.3 All work performed on any of the above holidays shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay in addition to the credited pay for the day.

4.4 All holidays shall be taken within the contract year.

ARTICLE 5 - VACATIONS

5.1 Employees hired prior to April 15, 1994, shall be granted the following number of vacation hours for each month of service:

After 1 year of service	8.67 hours
After 4 years of service	9.33 hours
After 5 years of service	10 hours
After 6 years of service	10.67 hours
After 7 years of service	11.33 hours
After 8 years of service	12 hours
After 9 years of service	12.67 hours
After 10 years of service	13.33 hours
After 11 years of service	14 hours
After 12 years of service	14.67 hours
After 13 years of service	15.33 hours
After 14 years of service	16 hours
After 15 years of service	16.67 hours

After 20 years of service	18 hours

Employees hired after April 15, 1994, shall be granted the following number of vacation hours for each month of service:

*

1 – 5 years	8.67 hours
6 – 10 years	10 hours
11 – 15 years	13.33 hours
16 – 20 years	15.33 hours
21 – 25 years	16.67 hours

5.2 There shall be a maximum accrual of up to 240 hours at the end of each calendar year which can be carried over to the new calendar year. When the carry-over amount exceeds this limit, such vacation shall be forfeited. Exceptions to the carry-over limit may be made with approval of the City Manager in cases where the employee has been prevented from taking vacation through actions of the City such as heavy workload, or unreasonable denial of a vacation request.

5.3 Employees shall be eligible to take accrued vacation leave upon completion of their probationary or trial period. Upon termination for any reason, vacation credit shall be pro-rated for all employees based on their actual date of hire.

5.4 There shall be a maximum of 240 hours of accrued vacation paid to an employee who separates from City service voluntarily or involuntarily. Any amount of vacation accrued over 240 hours shall be taken as vacation time off.

5.5 Vacations shall be scheduled by mutual agreement between the employee and the department head, in accordance with the staffing needs of the employer first and seniority second. The needs of the employee will be taken into consideration. For this purpose each department shall post a vacation schedule by January 1, of each year, from which vacations will be selected by the employees no later than April 30. If not selected by April 30, vacations shall be awarded on a first come first served basis. Vacations of over 30 consecutive work days must be approved by the Department Head and City Manager.

ARTICLE 6 - SICK LEAVE

6.1 Employees shall accrue sick leave at the rate of eight (8) hours per month.

6.2 Sick leave shall accumulate to a maximum of 720 hours. Once the employee has accumulated the maximum number of hours, they shall be allowed to trade each block of twenty-four (24) hours accrued beyond the maximum for either eight (8) hours of annual

leave or eight (8) hours pay at the employee's regular rate of pay at the employee's discretion with approval of the supervisor once a year in December.

6.3 Employees will be granted eight (8) hours of sick leave for the first month of employment if placed on the payroll on or before the 15th of the month and if actually working continuously through the rest of that month.

6.4 Sick leave shall be taken for any of the following reasons:

6.4.1 Illness or injury which incapacitates the employee to the extent that he is unable to perform his work,

6.4.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.

6.4.3 Illness or injury of an immediate family member which requires the presence of the employee.

6.4.4 Doctor or dental appointments, of the employee or an immediate family member which requires the presence of the employee.

6.5 Only working days or hours lost from work are charged and at the rate of one day or hour of leave for each day or hour of absence.

6.6 At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave.

6.7 When receiving Time Loss payments under the Workers' Compensation system and at the employee's option to do so, the difference between the Time Loss payment and the employee's regular rate of pay may be supplemented to equal the employee's regular rate of pay by deductions first from accrued sick leave and then accrued compensatory time or accrued vacation leave balances. (Example: Jane Smith makes $1600 a month. Time loss payment equals $1000 a month, resulting in a difference of $600. Jane works an average of 173.5 hours per month, which would give her an hourly salary of $9.22 per hour [$1600 divided by 173.5 hours equals $9.22]. Thus, Jane must use 65 hours of sick or vacation leave to receive a full paycheck [$600 divided by $9.22 equals 65). An employee may not receive more than their regular rate of pay when combining Time Loss payments and deductions from any other accrued leave. If the employee chooses not to supplement their pay or their leave balances are depleted, they shall receive only the Time Loss payment amount as determined by the Workers' Compensation system.

6.8 An employee receiving industrial insurance time loss payments may use vacation leave during the period covered, but must not be allowed sick leave payments, except to supplement Time Loss payments as specified above, while receiving such compensation.

6.9 A doctor's certificate of illness may be required by the City at the time the employee returns to work when he is absent because of illness or injury more than three (3) consecutive days as provided in 6.12 below.

6.10 No sick leave shall accrue to the benefit of any employee while absent from work twenty (20) calendar days or more in any month as a result of a disability injury, illness, or leave of absence. This provision shall not apply to absences due to a disability injury or illness covered under the State Workers' Compensation Act (Time Loss).

6.11 The Department Director may require an employee to obtain a physician's certificate when an employee has been absent longer than three consecutive work days, or has a series of frequent sick leave absences. The physician's certificate may be needed to either; 1) to establish the nature of the illness or physical inability to work and the anticipated length of time the employee will be required to be away from work; or 2) indicate medical approval for the employee to return to work. At the discretion of the Department Director, he or she may request a second medical opinion at the expense of the City. Misrepresentation of any material fact in connection with the use of paid sick leave may be grounds for disciplinary action.

6.12 Sick Leave Monitoring. Excessive use of sick leave may result in the employee being placed on a sick leave monitoring program. Prior to being placed on a monitoring program, the employee shall be warned in writing of such pending action. Excessive use of sick leave is defined as use of sick leave, without adequate medical justification consistent with 6.4 above.

Employees who are placed on a sick leave monitoring program will be required to produce a doctor's note justifying their absence for every use of sick leave until their use of sick leave is within acceptable levels for a period of six (6) months or more.

ARTICLE 7 - BEREAVEMENT LEAVE

7.1 Leave shall be granted to an employee in the event of death in the immediate family requiring attendance of the employee.

7.2 Leave for this reason shall be limited to three (3) days in any one instance for occurrences in town and five (5) days for out-of-town which requires excessive travel (which shall be at the discretion of the Department Head as to the necessity of the three or five days). "Immediate family" includes wife, husband, parent, present mother-in-law and father-in-law, brother-in-law, sister-in-law, grandparent, brother, sister, child, step children or grandchild of employee, aunt, uncle, first cousin, niece, nephew, step parents and step brothers and sisters.

ARTICLE 8 - HEALTH AND WELFARE

8.1

8.1.1 Effective January 1, 2017, Employer shall offer the following medical insurance plans for each bargaining unit employee:

8.1.1.1 AWC HealthFirst High Deductible (HRA/VEBA)

8.1.1.2 AWC Health First 500

8.1.1.3 Kaiser Foundation HSA-Qualified High Deductible $1,500/$3,000 with $10/$20 prescription coverage (HRA/VEBA)

8.1.1.4 Kaiser Foundation Traditional $500 Deductible with $10/$20 prescription coverage (HRA/VEBA as applicable)

8.1.2 Employer agrees to pay the monthly premium for AWC Health First High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents in accordance with the provisions of Section 8.1.7 below. Employer shall contribute $125.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and $250.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings.

8.1.3 Employer agrees to pay the monthly premium for AWC Health First 500 and Kaiser Traditional $500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus $125.00 for Employee Only coverage or $250.00 each month for Employee plus Spouse and/or Dependent coverage. Employee is responsible to pay any remaining monthly premium cost, if applicable. Employee's portion of the premium shall be deducted monthly. Where the Employer's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the Employee's HRA/VEBA account established for this purpose.

8.1.4 Eligible employees and/or their spouses/dependents may choose to opt out of Employer-provided health coverage and receive a monthly Employer contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the Employer. An Employee may only opt out if eligible for alternative insurance coverage as defined by the Employer's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of Employer-provided coverage. Eligible employees choosing to opt out shall make their requests in writing and will be approved by the Employer's human resources manager on a first-come/first-served basis until the limit is reached.

8.1.5 Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2017 plan year shall receive an additional Health Reimbursement Allowance (HRA) of up to $1,000 for Employee Only coverage or $2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2017 above the applicable deductible ($1,500 or $3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account. This section will automatically sunset on December 31st of each year of this Agreement, except as provided in 8.1.6.

8.1.6 If the City provides the additional HRA allowance described in 8.1.5 above for non-represented employees in any plan year of this Agreement, then the City will extend the allowance in the same amount and manner to Teamster-represented employees.

8.1.7 For the 2017, 2018, and 2019 plan years of this Agreement, Employer agrees to pay the increase in the health insurance premium from the prior year in the High Deductible plans described in this section up to five percent (5%). Premium increases greater than five percent (5%) up to ten percent (10%) shall be paid by the Employee. The Employer shall pay the increase above ten percent (10%). In the event the increase is greater than ten percent (10%) in the 2017, 2018 and 2019 plan years, both the Employer and the Union will have the option to reopen the medical insurance provisions of this contract upon written notice to either party.

8.1.8 Upon the effective date of the "Cadillac Tax" provisions of the Patient Protection and Affordable Care Act (PPACA) in any given plan year, during such open enrollment periods (including the open enrollment period immediately prior to the initial effective date of the Cadillac Tax provision) Employees shall select plan options and/or incentives which do not exceed Cadillac Tax thresholds.

8.2 The Employer shall pay into the Oregon Teamsters Trust Fund the premiums to provide the regular full-time employees and their dependents under the Dental 6 and Vision 4 plans. Part-time clerical employees who work less than sixty-nine (69) hours per month and seasonal employees are not eligible for Dental and Vision benefits. The Employer agrees that during the term of this Agreement they will pay any increase in the contribution rate if required by the trustees to maintain these benefits. Seasonal and temporary employees will not be entitled to dental and vision coverage under the terms of this agreement.

8.3 The City and the Union agree to be bound by cost containment initiatives that are instituted by the insurance carrier so long as the basic level of benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinions, pre-admission and continuing case review, outpatient surgery for desired surgical procedures, and other measures as deemed appropriate.

8.4 Terms of Insurance Policies to Govern: The extent of coverage under the insurance policies referred to above shall be governed by the terms and conditions set forth in said insurance contracts. Any question concerning coverage shall be resolved in accordance with the terms and conditions in said policy and the administrative review procedures provided therein and shall not be subject to the grievance procedure set forth in this Agreement.

8.5 Choice of Carriers: The City reserves the right to change insurance carriers or benefit levels, to participate in a health maintenance organization or a preferred provider organization as it deems appropriate, so long as the new coverage and economic benefits are substantially similar to those provided above. Such decision shall be discussed with the Union to ensure that the provisions of the new plan do not result in a substantial reduction in benefits.

8.6 It is intended that such benefits provided under this Agreement shall comply with and be in substitution for any provisions for the same or similar benefits which are provided under any law now in effect or hereinafter in effect. If the same or any benefits of a similar nature provided under this Agreement are required under any law now in effect or hereafter in effect, and if the benefits provided under this Agreement combined with the benefits mandated by any state or federal law result in an increase in premiums, the cost of such premium increase shall be shared between the employees and the City as provided in 8.1 of this Agreement.

ARTICLE 9 - JURY DUTY

9.1 Employees will receive leave while on jury duty or when subpoenaed to appear as a witness. During the first two weeks of this leave, full-time employees will receive the wages they would have been paid. (Additional paid time off for jury duty may be granted by the City Manager on a case by case basis for full-time employees who are called to serve on a federal jury panel.)

9.2 If jury or witness duty exceeds two weeks, you may use available paid leave or take the time as an unpaid leave. A copy of the summons or subpoena must be presented to your supervisor as soon as possible after receipt.

9.3 If an employee is called for jury duty or is subpoenaed as a witness and excused prior to the end of his or her work day, the employee is expected to report back to work immediately and continue normal work activities until again required to report for jury or witness duty.

ARTICLE 10 - LEAVE OF ABSENCE

10.1 The City Manager may grant leaves of absence without pay not to exceed thirty (30) days in appropriate circumstances. In order to receive leave without pay, the employee must submit a written request to the City Manager after obtaining the permission of his or her department head. An extension may be granted in case of emergency or compelling personal reason. In the case of a leave of absence or extension, the

Union shall be notified. Failure to return upon the expiration date of the leave may be cause for dismissal.

In cases where employees have been granted a leave of absence without pay, vacation, sick leave and holiday leave benefits provided under this agreement shall cease to accrue.

ARTICLE 11 - FAMILY AND MATERNITY LEAVE

11.1 Maternity leave shall be granted as per WAC 162-30-020 as amended.

11.2 Family leave shall be administered in accordance with state and federal laws and in conformance with Resolution 11-1054 as passed by the City Council. Employees shall be required to utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave) before any non-paid time off shall be utilized. All leave granted in accordance with state or federal laws whether paid or unpaid shall count against the 12 week periods and each shall run concurrently.

11.3 In accordance with the Washington State Family Care Act, an employee eligible for sick leave or other paid time-off (vacation and compensatory time in lieu of overtime), shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 as amended, qualified family members are limited to children, spouse, parent, parent-in-law, or grandparent.

Employees at the direction of the Department Head or designee may further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law.

ARTICLE 12 - DISCIPLINE

12.1 No post trial employee shall be discharged or suspended except for just cause and the City agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure.

12.2 The City agrees with the tenets of progressive and corrective discipline, where appropriate and that any such action shall be in a timely fashion.

12.3 No employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct. However, no such warning notice shall be necessary if such causes for discharge or suspension are for serious violations of City work, behavior and performance standards. The following are examples of the types of behavior where immediate suspension and/or discharge may be warranted;

12.3.1 consumption, sale or being under the influence of alcohol or illegal drugs on the job;

12.3.2 theft or willful damage, of the City's or other employees' property on or off the job;

12.3.3 insubordination;

12.3.4 violent or threatening behavior to other City employees on or off the job or citizens on the job;

12.3.5 gross misconduct;

12.3.6 sexual harassment or other forms of illegal discrimination;

12.3.7 other similar serious offenses.

12.4 Discharge or suspension must be by written notice to the employee and a copy to the Union within a reasonable period of time from the time that the alleged behavior by the employee occurred.

12.5 Should an investigation reveal that the allegations against the employee are unfounded, the employee shall be reinstated and all record of the incident shall be removed from the employee's personnel file.

12.6 Suspensions without pay shall not exceed five working days.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 All grievances, defined as a dispute or disagreement concerning the interpretation, application, or alleged violation of a specific provision of this Agreement shall be settled as provided in this Article.

Step 1. The Employee and the Supervisor shall meet within five (5) days after knowledge by the employee of occurrence of alleged grievance and shall attempt to resolve the issue informally.

Step 2. If no agreement is reached within seven (7) days after knowledge of occurrence of the alleged grievance, the Employee must submit it in writing to the Union within 10 days of the knowledge of occurrence for determination of merit.

This written notice shall include the following:

a. Statement of the grievance and relevant facts.

b. Specific provision of this contract violated.

c. Remedy sought.

Step 3. The Union shall notify the City of the dispute within five (5) days of receipt of the written notification from the Employee.

Step 4. The Union and the appropriate Department Head shall meet within five (5) days of notification in Step 3 to attempt to settle the dispute.

Step 5. If no agreement is reached at Step 4, either party may submit the dispute to the City Manager within 5 days of the response from the Department Head. The City Manager shall have 10 days to prepare a written response to the Union.

Step 6. If no agreement is reached at Step 5, the Union and City, upon mutual agreement of both parties, may refer the grievance within five (5) working days following the meeting at Step 5 to a grievance committee consisting of four (4) persons (two (2) to be appointed by each party). The committee shall meet as soon as mutually convenient after such notice is given (excluding Saturdays, Sundays and holidays) to consider and determine the dispute. Should the committee agree to a settlement, it shall immediately notify the parties involved, in writing, to comply with their decision which shall be final and binding upon both parties

Step 7. If no agreement is reached at Step 5, either party may submit the dispute to the Public Employment Relations Commission or to a mutually agreed-upon Arbitrator. The decision of the Public Employment Relations Commission or the Arbitrator shall be final and binding upon the parties. Cost of the Arbitrator if any shall be borne equally by both parties.

Step 7 Alternative – Expedited Mediation/Arbitration. Expedited mediation/arbitration as specified below may be used by mutual agreement of the parties in place of conventional arbitration.

1) The selected arbitrator shall first convene a mediation/conciliation meeting in which he/she shall endeavor to bring the parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Association and the Employer.
2) Should no mediated settlement be possible, the arbitrator shall upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence shall be kept to a minimum. This informal hearing shall be concluded on the same day convened or the day following, if necessary.

The time limits specified above may be waived by mutual agreement between the parties and shall exclude Saturdays, Sundays and Holidays.

ARTICLE 14 - LONGEVITY PAY

14.1 Employees hired prior to April 15, 1994 shall be granted longevity premiums added to monthly salaries in accordance with the following schedule:

Completion of five (5) years' service	2%
Completion of ten (10) years' service	4%
Completion of fifteen (15) years' service	6%
Completion of twenty (20) years' service	8%

14.2 Employees hired after April 15, 1994 shall be granted longevity premiums added to monthly salaries in accordance with the following schedule:

Completion of five (5) years' service	2%
Completion of ten (10) years' service	4%

In no event will employees receive more than the 4% longevity premium.

ARTICLE 15 - PENSION

15.1 The present State mandated retirement plan(s), or any new State or Federally mandated retirement plan(s) shall be adopted and maintained by the City.

ARTICLE 16 - NON-DISCRIMINATION

16.1 The City and the Union agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, union membership and union related activities, or because of disabled or developmentally delayed status.

16.2 All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

16.3 There will be no Union activity carried on by employees during work time on the City's premises except in connection with grievance procedure meetings with the City as provided herein.

16.4 A designated representative of the Union shall be entitled to visit the City's premises in connection with the administration of the Contract, provided that such visits do not unduly interfere with operations. Such Union designated representative shall advise the department head of his presence upon arrival at the City's premises.

ARTICLE 17 - SEVERABILITY

17.1 Should any provision of this Agreement be held by any court of competent jurisdiction or other proper authority to be in conflict with any applicable federal or state

law, such provision shall immediately become null and void; however, such determination shall not operate to cause other provisions herein which do not so conflict to become inoperative.

17.2 Should any such determination occur, the parties shall meet to negotiate substitute provisions which are in conformity with the applicable law. Should the parties fail to agree upon proper substitute provisions, the conflicting provisions shall be deemed revised to such extent as necessary to conform to such law.

ARTICLE 18 - MANAGEMENT RIGHTS

18.1 It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

18.1.1 The right to determine its mission, policies, and to set forth all standards of service offered to the Public;

18.1.2 To plan direct, control and determine the operations or services to be conducted by employees of the City;

18.1.3 To determine the methods, means, number of personnel needed to carry out each department's mission;

18.1.4 To direct the working forces and determine the need for additional educational courses, training programs, on-the-job training and cross training;

18.1.5 To hire and assign or to transfer employees within the City;

18.1.6 To promote, suspend, discipline or discharge employees;

18.1.7 To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;

18.1.8 To make, publish and enforce rules and regulations;

18.1.9 To introduce new or improved methods, equipment or facilities and to determine the size of the work force;

18.1.10 To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, or City Manager.

ARTICLE 19 - SENIORITY

19.1 Definition: Seniority is defined as the employee's length of service with the City within the bargaining unit.

19.2 Trial Employees: An employee is in a trial status during the first six (6) months within the bargaining unit. A trial employee has no seniority rights and may be discharged at will. A trial employee shall never be transferred, promoted, retained during work force reductions, restored to service or be given preference in any manner over a regular employee.

19.3 Application: Seniority shall prevail in vacation time preference as provided in Article 5.4 subject first to the staffing needs of the Employer. Casual or intermittent part-time employees shall not be entitled to any of the benefits of this agreement, and they shall be laid off prior to any regular or regular part-time employees being laid off.

19.4 Termination of Seniority: An employee's seniority may be broken for one of the following reasons only: Discharge for cause, resignation, or absence in excess of one (1) year due to illness or injury that does not arise in the course of employment. Any employee, who accepts a non-bargaining unit position with the City, shall retain the ability to return to the bargaining unit without loss of seniority for a period of six (6) calendar months.

19.5 Job Openings and Vacancies: When a vacancy occurs in the bargaining unit, notice of such vacancy shall be posted on the bulletin board for five (5) working days. Present employees who desire consideration for such openings shall notify the City in writing during the five (5) day posting period. The City shall give due consideration to current employees. The City retains the sole right to make decisions regarding selection of employees.

19.6 Re-hires: In the event of restoration of the work force, an employee on layoff shall be given fifteen (15) days' notice of restoration by registered or certified letter and shall report within ten (10) days after receipt of the notice, unless extended by mutual agreement.

ARTICLE 20 - PROMOTION, LAYOFF AND RECALL

20.1 Selection: All appointments and promotions of regular employees shall be made with the following factors considered:

20.1.1 The primary consideration shall be the individual's qualifications.

20.1.2 Where qualifications are equal, then seniority shall prevail.

In order to determine qualifications, the City shall fill vacancies in an objective manner. The City agrees not to pre-select employees. The City will determine the testing procedures which may include written, practical and oral examinations. All testing questions or tasks shall be taken from "core" duties of the position as described in the job description. The City will make a good faith effort to include persons outside the organization on selection

panels who may be helpful in assisting the City in selecting the most qualified applicant. Where appropriate, employees (exclusive of those competing for the particular position open) shall be given input into the preparation of examinations. All applicants will be given the same test and told what will qualify as a passing score.

20.2 **Layoff and Recall**: The City of Kelso agrees not to make layoffs of the City Library and Clerical employees for the term of this agreement unless due to unforeseen and catastrophic financial conditions. If, due to unforeseen and unexpected catastrophic financial conditions, it is determined that layoffs are necessary, employees will be laid off in the following order:

20.2.1 Temporary employees;

20.2.2 Part time employees not included in the bargaining unit;

20.2.3 Part time employees in the bargaining unit;

20.2.4 Trial employees;

20.2.5 In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

If there is a recall, employees shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

ARTICLE 21 - DRUG FREE WORKPLACE

21.1 The City of Kelso Substance Abuse Policy, Article 6.13 of the Employee Handbook by reference is hereby adopted as a part of this agreement. Subsection E (5) Random Testing, will not apply to employees in this bargaining unit unless required by state or federal laws and regulations.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

22.1 The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work on City time, while acting in the course of their employment, employees shall not honor any picket line established by the Union or any other labor organization. The parties agree to use every legal means available to settle a dispute including mediation and/or arbitration. (For the purpose of the Article, Arbitration does

not mean interest arbitration). Disciplinary action may be taken by the Employer against any employee or employees engaged in a violation of the provision.

22.2 No lock out of employees shall be instituted by the Employer.

ARTICLE 23 - LABOR MANAGEMENT COMMITTEE

23.1 In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the City. The Committee will meet as frequently as agreed to by the parties, but not more frequently than quarterly.

> **23.1.1** The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance that has been reduced to writing and/or has passed Step 1 of the grievance procedure.
>
> **23.1.2** The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short and long term projects and goals of both the City and the Union and for the general sharing of information. Including the updating of budget status and fiscal outlook.

Each party will keep their own minutes.

Meetings may be scheduled during working hours with no loss of pay or benefits to any members of the Committee or after hours with no pay and or benefits due.

ARTICLE 24 - DURATION

24.1 This agreement shall be effective from January1, 2017 through December 31, 2019.

SIGNED THIS 31st DAY OF January, 2017.

SIGNED ON BEHALF OF THE
CITY OF KELSO BY:

City Manager

SIGNED ON BEHALF OF THE
TEAMSTERS LOCAL UNION #58 BY:

Business Representative

ATTESTED BY:

City Clerk

APPENDIX A
TEAMSTERS 2017 SALARY MATRIX

CLASS	POSITION TITLE	ENTRY 80.0%	1 YEAR 85.0%	2 YEAR 90.0%	3 YEAR 95.0%	4 YEAR CONTROL
S16	Deputy Clerk	3,395	3,608	3,820	4,032	4,244
S16	Accounting Assistant II	3,395	3,608	3,820	4,032	4,244
S16	Library Assistant III	3,395	3,608	3,820	4,032	4,244
S15	Accounting Assistant I (Tax Clerk)	3,128	3,325	3,521	3,716	3,912
S15	Engineering Assistant	3,128	3,325	3,521	3,716	3,912
S13	Utility Billing Clerk	3,009	3,197	3,386	3,574	3,762
S13	Relief Cust. Svc Rep & Billing Clerk/Acct Clerk	3,009	3,197	3,386	3,574	3,762
S12	Customer Svc Rep	2,853	3,031	3,209	3,388	3,566
S12	Library Asst II	2,853	3,031	3,209	3,388	3,566
S12	Dept. Assistant (Finance)	2,853	3,031	3,209	3,388	3,566
S12	Dept. Assistant (Comm. Dev. & Engineering)	2,853	3,031	3,209	3,388	3,566
S8	Library Assistant I	2,579	2,740	2,901	3,063	3,223
S8	Receptionist/File Clerk	2,579	2,740	2,901	3,063	3,223
	Page Clerk	Wa. St. Minimum Wage				

Effective January 1, 2018, the monthly base salaries shall be increased two percent (2%) above the amounts set forth in the table above.

Effective January 1, 2019, the monthly base salaries shall be increased two and one half percent (2.5%) above the 2018 salary adjustment.

Step increases through entry to control shall be on the employee's anniversary date, which shall be the employee's date of hire.

Employees transferred to higher rates of classification for a complete day such as for vacation or sick replacement shall receive the higher rate for that day.

Regular employees promoted to a higher classification shall, for pay purposes only, use the date of promotion for step increases on that classification.

APPENDIX B
BETWEEN
TEAMSTERS LOCAL UNION #58
AND THE
CITY OF KELSO, WASHINGTON

For the purposes of administering this agreement, the following provisions shall govern the management of part-time employees:

1. Part-Time employees may be scheduled for less than eight (8) hours a day and shall receive a minimum of two (2) hours pay for reporting for work unless mutually agreed upon between the employee and the City or the employee voluntarily leaves work.

2. No part-time employee, OJT, work study student or combination of part-time employees, OJT or work study student shall be used to fill a full-time position except to help fill in during vacations, sick leave, compensatory time or leaves of absence.

3. The work week for part-time employees shall be Monday through Saturday with overtime paid after eight (8) hours per day or forty (40) hours in a work week.

4. After completing two thousand eighty (2080) hours of work, a part-time employee shall receive pro-rated vacation and sick leave based on 173.33 divided by hours worked.

5. Part-time employees shall not be eligible for bereavement or jury duty leave. This memorandum of understanding shall become effective on the date of signing below.

SIGNED THIS 31st DAY OF January, 2017.

SIGNED ON BEHALF OF THE
CITY OF KELSO BY:

Stephen A. Taylor
City Manager

ATTESTED BY:

City Clerk

SIGNED ON BEHALF OF THE
TEAMSTERS LOCAL UNION #58 BY:

Business Representative

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 31st day of January, 2017, between Teamsters Local No. 58 (Union) and the City of Kelso (City) and is intended to record the agreements made between the Union and the City. The purpose of this document is to clarify and confirm the intentions of the parties with regard to Dental and Vision benefits for part time employees as specified in the collective bargaining agreements covering the period beginning January 1, 2017, through the current collective bargaining agreement effective through December 31, 2019.

The parties agree to the following:

1. Article 1.1 of the collective bargaining agreement specifies that the Union is the sole collective bargaining agent for all regular clerical employees and part time clerical employees working more than sixty nine hours per month. This section excludes the following positions from inclusion in the bargaining unit: all exempt City employees, Executive/Legal Assistant, Project Coordinator (Engineering), Engineering Technicians, Police Records Supervisor/Executive Assistant, Planning Assistant, School Work Study Students, Summer Youth Employment and L&I OJT participants.

2. Article 1.2 of the collective bargaining agreement specifies that temporary employees working less than four (4) months per annum are not entitled to health and welfare benefits, the accrual of seniority, or any other rights provided by the Agreement.

3. Article 8.2 addresses only Kaiser HMO PIan5A5FXE coverage which is not provided through Oregon Teamsters Trust. Furthermore, the parties agree that the intention of Article 8.2 of the collective bargaining agreement was to exclude part time employees, seasonal employees and temporary employees from coverage under the Dental 6 and Vision 4 plans provided by the Oregon Teamsters Trust Fund.

4. It was never the intent of the parties in signing the non-bargaining subscription agreement to provide School Work Study Students, Summer Youth Employment and L&I OJT participants or part time non-bargaining unit employees of the City with coverage under the Dental 6 and Vision 4 plans provided by the Oregon Teamsters Trust Fund.

SIGNED THIS 31st DAY OF January, 2017.

SIGNED ON BEHALF OF THE CITY OF KELSO BY:

City Manager

ATTESTED BY:

City Clerk

SIGNED ON BEHALF OF THE TEAMSTERS LOCAL UNION #58 BY:

Business Representative