# WORKING AGREEMENT

**By and Between**

**CITY OF KELSO**

**And**

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

**And**

**LOCAL 1557 PW**

**Of The**

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,**

**AFL-CIO**

**Jan 1, 2019– Dec. 31, 2021**

## TABLE OF CONTENTS

*TABLE OF CONTENTS* ..... *2*

1.0 RECOGNITION ..... 3

2.0 UNION SECURITY ..... 3

3.0 UNION BUSINESS ..... 4

4.0 MANAGEMENT RIGHTS ..... 4

5.0 PAY PLAN ..... 5

6.0 HOURS OF WORK, OVERTIME ..... 6

7.0 CALL-OUT ..... 8

8.0 HOLIDAYS ..... 9

9.0 VACATIONS ..... 10

10.0 SICK LEAVE ..... 11

11.0 BEREAVEMENT ..... 13

12.0 GROUP INSURANCE ..... 13

13.0 SENIORITY ..... 15

14.0 JOB OPENINGS, VACANCIES, LAYOFF AND RECALL ..... 15

15.0 GRIEVANCE PROCEDURE ..... 17

16.0 NO STRIKE/NO LOCKOUT ..... 19

17.0 DRUG-FREE WORKPLACE ..... 19

18.0 ENTIRE AGREEMENT ..... 19

19.0 SAVINGS CLAUSE ..... 20

20.0 CLOTHING ALLOWANCE COMMERCIAL DRIVERS LICENSES AND ELECTRONIC MONITORING ..... 20

21.0 NON-DISCRIMINATION ..... 21

22.0 EMPLOYEE RECORDS, DISCIPLINE & DISCHARGE ..... 21

23.0 JOINT LABOR/MANAGEMENT COMMITTEE AND SAFETY ..... 23

24.0 JURY DUTY ..... 24

25.0 – DURATION ..... 25

APPENDIX A – CLASSIFICATION & PAY PLAN ..... 26

APPENDIX B – 2019 PUBLIC WORKS DEPARTMENT LEAVE POLICY ..... 27

APPENDIX C – CONTINUING MEMORANDUMS OF UNDERSTANDING ..... 29

## PREAMBLE

This Agreement is made by and between the City of Kelso, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer," and the Washington State Council of County and City Employees and Local 1557 PW of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to set forth the full and complete Agreement between the parties on wages, hours, and other conditions of employment.

## 1.0 RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment for all regular full-time and regular part-time employees of the Public Works Department who work more than 720 hours per year, excluding all Public Works Department exempt employees, temporary employees, and any employees represented by another labor union. The Nine-Month Parks position shall be a represented position and shall be covered by this agreement provided that the following articles do not apply: 8.0 – Holidays, 9.0 – Vacations, 10.0 – Sick Leave, 11.0-Bereavement leave, 12.0 – Group Insurance.

1.2 The City will provide the Union with copies of new or revised job descriptions along with the proposed rate of pay. The Union retains the right to negotiate rates of pay for any new or revised job descriptions.

## 2.0 UNION SECURITY

2.1 Every member of this bargaining unit shall have the right to voluntarily join or not join the Union.

2.2. The Employer shall deduct from the pay of employees once each month, following the receipt of voluntary written authorization of employees within the bargaining unit, the amount of dues and fees uniformly levied against Union members, as certified by the Secretary/Treasurer of the Union and shall transmit the same to the main office of the Washington State Council of County and City Employees, as provided in RCW 41.56.110.

2.3 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, 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.

2.4 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 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 any action taken by the Employer in compliance with this Article relating to payroll deductions. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to the implementation of this Article.

## 3.0 UNION BUSINESS

3.1 The Union shall have the right to hold Union meetings during non-work hours at the City's facilities in designated meeting areas, at no cost to the Union, as space is available.

3.2 Union officials and Stewards shall be permitted to perform union business relating to the processing or investigation of grievances without reprimand or without loss of pay, provided such activities do not adversely disrupt normal work schedules, and provided such time is limited to those occasions when investigations cannot reasonably be conducted during non-work hours. Union officials and Stewards must obtain prior approval from the Superintendent for release time for this purpose, which shall not be unreasonably denied.

3.3 Union Officials or Stewards shall be permitted without loss of pay to post union notices or to distribute Union literature, which shall be restricted to the employees' lounges, bulletin boards or other non-public or non-work areas. They shall also be permitted, without loss of pay, to consult with the Employer, employee representatives, Union Officers, or other Union representatives concerning any provision of this Agreement, by first receiving the approval of the Superintendent.

3.4 Collective bargaining sessions, Labor Management meetings, and Grievance Hearings shall also be conducted during mutually agreed times and places without loss of pay, and shall be limited to those Union officials, grievants, or witnesses, who have a legitimate need to attend. Forty-eight (48) hours notice of said meetings shall be given by the employee or the Union, to the employee's direct supervisor, unless otherwise waived by the employer.

3.5 The Union agrees to provide the Employer with an updated list of Official Union Officers and Stewards within 10 working days of their appointment.

3.6 Union bulletin boards will be allowed in each department for the purpose of posting health and safety information, meeting notices, newsletters and other union information provided that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union Official responsible for the posting.

## 4.0 MANAGEMENT RIGHTS

4.1. Except as otherwise expressly and specifically limited by the terms of this 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 Public Works Department.

4.2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer include the following:

A. To direct and supervise all operations, functions and policies of the Public Works Department.

B. To close or eliminate any office, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.

C. 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 finalizing or implementing such contracting. The City

shall provide at least thirty (30) working days' notice to the Union and its representatives and will then meet within 15 working days to negotiate the impacts.

D. To determine the need for a reduction or any increase in the work force and the implementation of any decision with regards thereto.

E. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.

F. To manage and direct the work force, including but not limited to: the right to determine the methods, processes and manner of performing work; fitness for work; the right to hire and promote, transfer and retain employees in accordance with this Agreement; the right to determine schedules of work; and the right to dispose of, purchase and assign equipment or supplies.

G. To discipline, suspend, or discharge an employee for just cause.

H. 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.

## 5.0 PAY PLAN

5.1. Wages - All employees shall be paid the rate set out in the Salary Appendix A attached. All employees shall continue to receive scheduled step and longevity increases throughout the term of this agreement.

5.2. Promotions and reclassifications shall be compensated under Appendix A with the employee being placed in the new pay range at the step closest to their existing step but guaranteeing at least a 5% increase or within the limits of the maximum pay range of the new position.

5.3 Step Plan

5.3.1 Step increases through entry to 5 years shall be on the employee's anniversary date, which shall be the employee's date of hire.

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

5.3.3 All employees not at the top step of their range shall receive a step increase on the first of the month following their anniversary date, which shall be defined as their date of regular employment with the City.

5.4. Longevity pay shall be granted in addition to base pay as follows:

5.4.1. Employees hired prior to July 1, 1994 shall be granted in addition to Base Pay as follows:

| | |
|---|---|
| After five (5) years' City service | 2.0% |
| After ten (10) years' City service | 4.0% |
| After fifteen (15) years' City service | 6.0% |
| After twenty (20) years' City service | 8.0% |

5.4.2. Employees hired after July 1, 1994, shall be granted longevity pay in addition to base pay as follows:

| | |
|---|---|
| After five (5) years' City service | 2.0% |
| After ten (10) years' City service | 4.0% |

5.5. Out of Class Pay - An employee who has been temporarily assigned by their supervisor to perform substantially all the duties of a budgeted position in a higher classification, or has been temporarily assigned as a Leadperson on a crew for four (4) consecutive hours or longer shall receive a 5% increase over the employee's normal base pay for the duration of the temporary assignment, but no more than the top step of the higher classification. Temporary assignments to positions in a higher classification must be pre-approved in writing by the Superintendent of Public Works or the Director of Public Works.

5.6. Draws - The City agrees to implement a draw day covering the period from the first to the fifteenth of the month, inclusive. Not more than forty percent (40%) of said earned monthly salary shall be paid to the employee on the draw day and the payroll deductions shall not be deducted from the salary to be paid on the draw day, which shall be the 15th day of the month.

5.7. Part time - Pay for regular part-time employees shall be computed on an hourly basis by dividing the monthly base wage of the appropriate range by 173.3 hours.

## 6.0 HOURS OF WORK, OVERTIME

6.1. Hours of Work, Rest and Meal Periods

6.1.1. Public Works - The normal work day for Public Works Operations shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of a one-half hour unpaid lunch period, and two paid fifteen (15) minute rest breaks, to be taken at the approximate midpoint of each fully worked half shift. The normal work week shall begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. The work hours for the Department Assistant shall be the same except that the shift shall be from 8:00 to 5:00 with an unpaid one hour lunch.

6.1.2. Parks Division - During summer schedules, the Parks Department may include Wednesday through Sunday schedules.

6.1.3. In overtime situations, employees shall be granted a minimum of one paid fifteen minutes rest period for every four hours worked. Breaks may not accumulate nor be taken at the end of the shift.

6.1.4. Breaks are to be taken at the worksite or in accordance with city policy.

6.2. Alternative shifts - Other times and shifts may be mutually agreed to by the Employer and the Union.

6.2.1. Each work group (e.g., Street Div., Parks Div.) may, by majority vote of the affected employees and with the written concurrence of the affected Department Head and City Manager, change to a 4/10 work schedule. The hours of work during said schedule shall normally be from 6:30 a.m. to 5:00 p.m., Monday through Thursday and/or Tuesday through Friday. Holidays occurring during the term of the 4/10 schedule shall be paid as a ten (10) hour holiday, including the employee's floating holiday. Sick leave shall continue to accrue at the rate of eight (8) hours per month and shall be charged on an hour-for-hour basis. Vacation shall

continue to accrue as provided in Article 9.0 and shall be charged on an hour-for-hour basis.

6.2.2. The City may assign up to two (2) Water/Sewer Division employees a regular shift to begin at 8:30 a.m. and to end at 5:00 p.m. These two shifts may be rotated at the discretion of the Union, as long as the employees hold the required qualifications as determined by the Supervisor with approval from the Superintendent. If no employees volunteer for these two shifts, selection shall be made on the basis of inverse seniority, with the least senior qualified employees being selected prior to more senior employees. Current water turnoff deadlines for City customers shall not be changed because of this change in hours.

6.3. Overtime - Overtime shall be paid for hours worked in excess of eight (8) hours in one day for a 5/8 work week employee, and in excess of ten (10) hours in one day for a 4/10 work week employee, and for all hours worked in excess of forty (40) in one week. Compensation for overtime shall be at time and one-half (1 ½) of the regular rate of pay (including longevity) in wages or in compensatory time off, at the employee's choice. 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 forty (40) hours. If the maximum is exceeded in any month, those excess hours shall be cashed out. Compensatory time off shall be scheduled 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. Compensation for hours worked on a holiday shall be regular pay plus time and one-half–(total 2 ½), either in wages or compensatory time off, at the employee's option.

6.3.1. Overtime shall be offered to qualified employees in the following order:

1. To full-time bargaining unit employees within the Division specific to the overtime work being offered:
    a. with employees already working on the project being offered the overtime first and then,
    b. with other full time employees within that Division being offered the overtime by seniority,
2. To full-time bargaining unit employees in other Divisions, but within that Department,
3. To part-time, seasonal or temporary help, within that Department

6.3.2 Definitions. Scheduled overtime shall be an overtime planned by the City and is prescheduled at least 48 hours in advance but does not include overtime that is assigned as an extension of the regular shift. Unscheduled overtime shall mean overtime that is not prescheduled 48 hours in advance and is as a result of an emergency, call-out or unplanned event.

6.3.3 Extended work shifts. Overtime shall be paid for hours worked in excess of twelve (12) hours on a single shift (scheduled or unscheduled) and be compensated at double-time the employee's regular rate of pay.

6.4 Travel Time. Employees traveling to training that is required by the City shall be compensated in accordance with the Fair Labor Standards Act.

6.5 Meals. The Employer shall provide meals to employee(s) after each four (4) hour period of unscheduled overtime worked. Employees shall be reimbursed in accordance with the maximum allowed in the City's current travel reimbursement policy.

## 7.0 CALL-OUT

7.1 Call Out Definition - Call-out pay is paid to an employee:

A. Who has left the premises or place of work after completing the work shift and is called back to the job site to work, or

B. Who is called in to the job site and requested to begin working prior to his/her normal scheduled work shift, or

C. Who is required to work on the job site on a day other than the day he/she is normally scheduled to work without having been provided forty-eight (48) hours prior notice.

7.2 Call Out Procedure

7.2.1 No later than October 31st of each year, the Public Works Superintendent shall establish a randomly-drawn list of qualified employees to serve as designated after-hours public works emergency contacts for a seven-day consecutive week commencing Monday at 4:00pm and ending the following Monday at 7:30am.

7.2.2 A designated "first contact" employee shall be assigned for each seven-day week of the year (including holidays), and shall be required to answer all emergency calls, assess emergencies, and either respond on-site or dispatch other department personnel, if necessary. In the event more than one responder is necessary to address an emergency, the Utility Operations Manager or Superintendent shall be contacted.

7.2.3 All regular full-time employees serving in maintenance classifications shall be included in the random-draw lottery with the following exceptions:

- Probationary employees;
- Classifications subject to call-out (Water Treatment Operators and Pump Technician)

7.2.4 Once employees are assigned call-out weeks for the year, they have the option to trade, give up, and obtain additional seven-day weeks from other qualified employees within the Department. Employees in classifications that are already subject to call-out will be allowed to obtain weeks from donating employees after the random draw has occurred. Except in the case of emergency, and then approved by the Superintendent, no changes to assigned weeks shall be allowed less than thirty (30) days prior to the on-call week. (Example: September 21st is the final day to trade a call-out week that commences Monday evening October 22nd).

7.2.5 Employees serving as the designated "first contact" shall receive a call-out stipend of $350 per week (which includes holidays). This stipend shall also compensate for time spent on the phone verifying emergencies or contacting other employees or agencies.

7.2.6 Mileage from the residence to the workplace and return shall be paid at the current IRS rate to the designated "first contact" employee and employees whose classifications are subject to call-out when responding to an after-hours call-out. Mileage shall be paid from only the residence to the workplace when the employee responds to an after-hours call-out, but does not return home due to the start of a regular shift.

7.2.7 If an on-call week becomes available due to the event of an emergency, it will be filled using the department's seniority list. If no one chooses to fill the on-call week, then it will be assigned to the least senior person.

7.3 Call-out compensation and shift-flexing – Call-out for employees shall be compensated at double time, for a two-hour minimum only. Call-out after the two-hour minimum shall be at time and

one-half. Call-out shall be compensated at triple time (double time for hours worked plus the Holiday pay at straight time) for time worked on a Holiday, for a two-hour minimum only. Call-out after the two hour minimum shall be at double time and one half.

7.3.1 Compensation for call-outs shall begin at the time the employee begins traveling to the job site from home and shall end when the employee leaves the job site to return home, provided that the travel time to the job site shall not be compensated for more than 30 minutes.

7.3.2 When an employee responds to a call-out occurring between 12:00am – 4:00am on the day of a regularly-scheduled shift and the emergency coverage extends into the regular work shift, the time-and-one-half rate will be paid for up to eight (8) hours from the time of the call-out (including the double-time rate paid for the first two (2) hours of the call-out). Once the employee has worked for eight (8) hours, the Employer will allow the following options for the remainder of the employee's regular work shift:

- Continue working the remainder of the shift and be paid at the straight-time rate;
- Take off the remainder of the shift, or a portion thereof, for rest and account for the missed hours by 1) receiving no compensation, 2) using vacation, comp-time, or sick leave banks, or 3) working additional "make-up" hours outside of a regularly-scheduled shift within the remainder of the current adopted FLSA work week.
- It shall be the employee's responsibility to timely complete and submit monthly time sheets to his/her respective supervisor that accurately reflects the compensation options listed above. Employer shall not be responsible for correcting payroll errors resulting from the submission of late or inaccurate time sheets as it pertains to this section.

7.3.3 When an employee responds to a call-out occurring after 4:00am on the day of a regularly-scheduled shift and the emergency coverage extends into the regular work shift, the straight-time rate shall be paid from the beginning to the end of the regular work shift (including the double-time rate paid for the first two (2) hours of the call-out).

7.3.4 The hours of work performed and compensated under the provisions of Section 7.3 shall not result in the pyramiding of overtime pay for work performed during the employee's regularly scheduled hours within the same FLSA work period.

7.4 Telephone Calls at Home After Hours

7.4.1 Employees who are contacted by the Communications Center to make work assignments or answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of double (2x) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. ***(NOTE: applies to non on-site responders only)***

7.4.2 For all other calls received by employees at home for employer required work related questions or business, employees shall be paid for time actually spent on the telephone at the rate of time and one half (1 ½) times their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

7.5 This Article may be modified during the term of this contract by mutual agreement of both parties.

## 8.0 HOLIDAYS

8.1 The following days shall be recognized as holidays by the Employer:

| | |
|---|---|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Labor Day |

Floating Holidays: 2016 – Two (2); 2017 – Two (2); 2018 – Two (2)

8.2 Any day proclaimed by the Governor as a holiday.

8.3 An employee whose scheduled day off falls on a holiday shall receive another paid day of his choice off in lieu of the holiday.

8.4 Holidays that fall on Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the following Monday, except for employees at the Water Plant, who shall observe holidays on the actual calendar day of occurrence. Employees called out on a Saturday or Sunday holiday shall be paid in accordance with Article 6.3.

8.5 Floating holidays shall be credited to the employee on January 1 of each year for the employee's use and may not be carried over from year to year; provided however, only one (1) floating holiday shall be credited to an employee in his or her first year of employment.

## 9.0 VACATIONS

9.1. Vacation accrues each month beginning with the employee's accrual date. Employees are not eligible to take accrued vacation until after six (6) consecutive months of employment. Employees shall be granted vacation days with pay according to the following schedule:

| Upon Completion of Years Service | Hours/Mo. | Number of Days |
|---|---|---|
| 0 - 5 | 8.67 | 13 |
| 6 - 10 | 10.0 | 15 |
| 11 - 15 | 13.33 | 20 |
| 16 - 20 | 16.67 | 25 |
| 21 - 25 | 18.0 | 27 |
| over 25 | 20.0 | 30 |

9.2. An employee who separates from City service shall be paid for unused accrued vacation and sick leave as follows:

9.2.1. Vacation leave – maximum pay-out of two hundred eight (208) hours

9.2.2. Sick leave – One-third (1/3) the number of hours in excess of seven hundred twenty (720) hours up to a maximum payout of thirty-two (32) hours.

9.3. There shall be a maximum accrual of two hundred forty (240) vacation hours, which may be carried over from one year to the next.

9.4. Accrued Leave Donation Plan - Employees may donate vacation leave to the sick leave account of another employee suffering from an extended serious illness or injury. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving

employee based on his/her hourly rate. The City shall, at its sole discretion, determine the eligibility of the ailing employee to receive donations.

9.5. Upon receipt of a request for use of vacation time, the Public Works Superintendent or his designee will notify the employee in writing of the decision to accept or reject the request within 3 workdays. Decisions will be in accordance with the 2016 Public Works Leave Policy attached to this Agreement and incorporated herein. If the leave request is rejected, the notice will include the reasons for the rejection.

## 10.0 SICK LEAVE

10.1. Employees shall accrue (8) hours of sick leave with pay per completed month of employment, to a maximum accrual of seven hundred twenty (720) hours.

10.2. An employee who has accrued in excess of seven hundred twenty (720) hours shall be allowed to trade each block of twenty-four (24) hours accrued beyond that bank of sick leave for eight (8) hours' pay. Hours accrued in excess of those divisible by three (3) shall be carried over to the following year.

10.3. Sick leave may be utilized for the following reasons:

10.3.1. All reasons listed in RCW 49.46.210(1)(b) currently or as subsequently amended:

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

10.3.1.2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care; and

10.3.1.3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

10.3.1.4. For purposes of this section, "family member" means any of the persons listed within RCW 49.46.210(2).

10.3.2. Dental appointments of the employee, or of the employee's children when the employee's presence is required.

10.3.3. When receiving Time Loss payments under the Workers' Compensation system and at the employee's option to do so, to 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: Joe Smith makes $1600 a month. Time loss payment equals $1000 a month, resulting in a difference of $600. Joe works an average of 173.5 hours per month, which would give him an hourly salary of $9.22 per hour [$1600 divided by 173.5 hours equals $9.22]. Thus, Joe 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 payment 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.

10.4. For absences exceeding three (3) consecutive work days, Employer may require verification that an employee's use of paid sick leave is for an authorized purpose. When required, verification must be provided to Employer within a reasonable time period during or after the leave. Employer's requirement for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. An employee may be required to obtain verification when he/she has been absent longer than three (3) consecutive work days to either: 1) verify his/her absence is for an authorized purpose; or 2) indicate medical approval for him/her to return to work. **EXCEPTION:** Where leave is also covered by Family Medical Leave Act or other law permitting medical inquiry.

10.5. Family Medical Leave

10.5.1 Family Medical Leave shall be administered in accordance with state and federal laws and in conformance with the most current version of the Kelso City Employee Handbook adopted by resolution of the City Council. Employees utilizing Family Medical Leave shall be allowed to keep up to five (5) days of sick leave in their accrual bank, at their option.

10.5.2 All leave granted in accordance with the state or federal laws whether paid or unpaid shall count against the twelve (12) week periods and each shall run simultaneously. An employee shall return to his or her prior range and step at the expiration of said leave, and the employee's seniority date shall not be adjusted.

10.6. Washington State Family Care Act

10.6.1. In accordance with state law, 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.

10.6.2. 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.

10.7. Paid Family and Medical Leave Program

10.7.1. 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 (0.4%) 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 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. Employer will pay the remaining premium amounts.

10.7.2. In the event the Employer pays an additional portion of the premium described in Section 10.7.1 for its non-represented employees, the Employer will pay premiums for the Union's employees in the same manner.

10.7.3. This section may be reopened for bargaining if the Employer chooses to administer its own program and "opt out" of the state's Paid Family and Medical Leave Program.

## 11.0 BEREAVEMENT

11.1 Employees may receive up to three (3) days of bereavement leave in the event of the death of a member of an employee's immediate family. Bereavement leave will not be deducted from vacation or sick leave balances. "Immediate family" is defined as the employee's husband, wife, registered domestic partner, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. If the death necessitates travel more than 500 miles from Kelso, Washington, the employee may be granted additional time off with the use of vacation leave or comp-time leave, if available, at the employee's discretion.

## 12.0 GROUP INSURANCE

12.1

A) Employer shall offer the following medical insurance plans for each bargaining unit employee:

i) AWC HealthFirst High Deductible (HRA/VEBA)
ii) AWC Health First 500
iii) Kaiser Foundation HSA-Qualified High Deductible $1,500/$3,000 with $10/$20 prescription coverage (HRA/VEBA)
iv) Kaiser Foundation Traditional $500 Deductible with $10/$20 prescription coverage (HRA/VEBA as applicable)

B) Employer agrees to pay the monthly premium as provided in Article 12.1 (G) below for AWC Health First High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. 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.

C) 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.

D) 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.

E) Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2019 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 2019 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 12/31/2019, except as provided in 12.1 (F), in which case this provision will automatically sunset on 12/31/2020, or 12/31/2021 as applicable.

F) If the City provides the additional HRA allowance described in 12.1 (E) above for non-represented employees in the 2019, 2020, or 2021 plan years, then the City will extend the allowance in the same amount and manner to AFSCME-represented employees in each of the respective years.

G) For the 2019, 2020, and 2021 plan years, Employer agrees to pay the increase in the health insurance premium from each prior year respectively in the High Deductible plans described in this section up to five percent (5%). The employee shall pay for the increase above five percent (5%) up to ten percent (10%). The Employer shall pay the increase above ten percent (10%). In the event the increase is greater than ten percent (10%) for the 2019, 2020, or 2021 plan years, both the City and the Union will have the option to reopen the medical insurance provisions of this contract.

H) The Employer retains the right to modify or withhold offering an Employee the "opt out" or additional HRA allowance provisions described within Article 12.1 D and E in the event an Employee's election of options would result in the enactment of the "Cadillac Tax" provisions of the Patient Protection and Affordable Care Act (PPACA) in any given plan year.

12.2

The Employer, from January 1, 2020 through the term of this Agreement shall pay the full premium for the Kaiser Dental PPO and Kaiser Dental HMO and VSP vision benefit plans currently offered to cover the Employer's non-represented employees and their dependents. Prior to January 1, 2020, the Employer shall continue to maintain the current dental and vision benefits provided through Oregon Teamsters Trust Fund.

12.3

The Employer agrees to provide Life Insurance in the amount of $10,000 for each employee at no cost to the employee.

12.4

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. It is intended that such benefits provided under this Agreement shall comply with and be in substitution for any provision 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 Employer and the employees as provided for in Section 12.1 of this Article.

## 13.0 SENIORITY

13.1. Definitions:

13.1.1. Seniority: Seniority is defined as the employee's length of service with the Employer within the bargaining unit.

13.1.2. Trial Employees: An employee is in a trial status for his or her first nine (9) months within the bargaining unit. During this time they shall not be allowed access to the grievance procedure for disciplinary actions including discharge. 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. Seniority date after completion of the trial period will be the date of hire.

13.1.3. Application: Within each Division, seniority shall prevail in vacation time preference where an employee has received advanced approval at least six months previously. 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. Regular part-time employees will have their seniority pro-rated based on the number of hours worked per month.

13.1.4. Termination of Seniority: An employee's seniority may be broken for one of the following reasons only: Discharge for cause, resignation, or absence in the excess of one (1) year due to illness or injury that does not arise in the course of employment.

13.2. Employees who feel they have been dealt with unjustly in matters pertaining to this Article will have access to the Grievance Procedure of this Agreement.

13.3. All newly hired employees shall serve a trial period of nine (9) months. During this time, they shall not be allowed access to the grievance procedure concerning discipline and discharge.

13.4. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of industrial injury or occupational disease shall continue to accrue seniority during the first six months of such leave, and the employee's seniority dates shall be adjusted on a day-to-day basis for all leave days in excess of six months.

## 14.0 JOB OPENINGS, VACANCIES, LAYOFF AND RECALL

### 14.1 Job Openings and Vacancies

14.1.1 Job Posting: In the event of a job opening or vacancy notice of the opening or vacancy will be posted at all bargaining unit work locations for five (5) working days. If no qualified internal applicants apply, then the job may be posted externally. Employees who are absent from work due to an approved absence may submit application upon their return provided the position has not been filled.

14.1.2 Bidding Rights for Part Time Employees: Regular part-time employees shall have bidding rights on permanent positions in the bargaining unit as they come open on any crew if no full-time employees from any crew bid on the position. Part-time employees shall accrue seniority for all purposes based on their original date of hire with the City.

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

A. The primary consideration shall be the individual's qualifications.
B. Where qualifications are equal, then seniority shall prevail.

14.1.3.1 In order to determine qualifications, the Employer shall fill vacancies in an objective manner using the Hiring Committee Procedure developed by the Labor Management Committee.

14.1.3.2 The Employer agrees not to pre-select employees. The Employer and the Union shall jointly determine the testing procedures which may include written, practical and oral examinations before a Hiring Committee of two (2) Management and two (2) Union employees. All applicants will be given the same test and advised of what is expected as a qualifying score. All testing questions or tasks shall be taken from "core" duties of the position as described in the job description. Where appropriate, employees (exclusive of those competing for the particular position open) shall be given input into the preparation of examinations.

14.1.4 Trial Period: A promoted, transferred, or voluntarily demoted employee shall have a ninety (90) calendar day trial period in the new position provided, that employees promoted to a supervisory position shall have a 180 day trial period, during which time the employee shall retain the right to return to the previously held position without prejudice. The Employer shall also have this trial period to insure the employee meets the requirements for the position, and may place the employee back in his/her previous position if they do not meet the Employer's expectations. Trial periods for promoted employees may be extended with mutual agreement from the Union. Promoted employees during their trial period shall have reversion rights to their previous position at the option of either party for the trial period.

14.2 **Layoff.** If it is determined by the City for business reasons, including reorganizations that layoffs are necessary, the Employer shall notify the Union and the affected employee(s) in writing of the pending layoff and the reasons therefore, at least 30 days in advance, and shall allow the Union to meet with the Employer and bargain the impacts. The Employer shall consider alternative proposals to the layoff presented by the Union.

14.2.1 Employees will be laid off by seniority as defined below in the Public Works Department in the following order:

a. Temporary employees;
b. Part time employees not included in the bargaining unit but employed in the department in which the layoff is anticipated;
c. Part time employees in the bargaining unit;
d. Trial employees in the bargaining unit;
e. 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 or the need to obtain special certifications required to perform the job. 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.

14.2.2 **Bumping** In order for a member designated for layoff to exercise his/her seniority rights and bump another member with less seniority, the person wishing to bump must meet the minimum qualifications of the classification he/she wishes to bump into. Any certifications, experience, skill and ability which are not part of the minimum qualifications will not be considered over seniority. If a member lacks proper certification to bump into a position, the city will allow 18 months from the notification date of layoff for the employee to obtain the needed certifications.

The salary of an employee who bumps into a lower paid classification shall be at the step in the lower range which provides for the least amount of decrease.

14.3 **Recall**

14.3.1. Recall Order. 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.

14.3.2 Recall List: An employee who has no bumping options or who chooses to be laid off in lieu of exercising those options shall be placed on a recall list for fourteen (14) months. Offers of recall shall be made in writing by certified mail by the Employer to the employee's last known address. It shall be the employee's responsibility to keep the Employer informed in writing of his or her address. The employee shall have ten (10) days to respond unless extended by mutual agreement. The most senior employee in layoff status shall receive the first offer of recall to a vacant position. No vacant positions shall be posted while employees are in layoff status unless the position has been refused by such employees or they cannot be located.

14.3.3 Step Placement: An employee recalled from layoff to his or her previous classification shall be placed in the same step held at the time of layoff.

14.3.4 Seniority: Employees on layoff do not accrue seniority. Neither do they lose any prior service credit with the City.

14.3.5 Recall Trial Service: An employee recalled to a position he has not previously held shall be allowed a trial service period not to exceed forty-five (45) working days to demonstrate his capability to perform the duties of the position. In cases where the recalled employee fails the trial service period, the employee shall be placed back on the recall list for 14 months.

## 15.0 GRIEVANCE PROCEDURE

15.1 Definition - A grievance for the purpose of this Article is defined as a dispute or disagreement of the application or interpretation of any term(s) or condition(s) of this Agreement.

15.2 Access – Subject to the provisions of Article 3.2, authorized Union officers and shop stewards and the WSCCCE Staff Representative shall have access to the workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to, provided that such visit shall be

authorized by the employer and shall not unreasonably interfere with the work process or cause unreasonable interruption of employees' work schedule.

15.3 Grievance Steps

15.3.1 Step 1. For Non-Disciplinary Grievances - Within ten (10) working days of the time the grievance incident occurred or the employee should have reasonably known of its occurrence, +the grievance shall be discussed by the affected employee the Steward and his or her immediate supervisor, who shall attempt to resolve the problem within ten (10) working days. If it cannot be resolved at this step, the Union may proceed to Step 2 within ten (10) working days of the supervisor's written response.

15.3.2 Step 2. If the grievance is not resolved at Step 1, it shall be submitted in writing by the Union to the Superintendent of Public Works. The grievance shall be signed by the aggrieved employee and a Union representative. It shall state the nature of the grievance, the sections of the Contract allegedly violated, and the specific remedy sought. The parties shall then schedule a meeting to discuss the grievance. Within ten (10) working days after the meeting, the Superintendent or Director shall officially respond to the grievance in writing to the Union steward and the grievant with a copy to the WSCCCE Staff Representative. All Disciplinary or Class Action grievances shall be initially filed at Step 2. Class Action grievances shall be defined as a grievance that is filed by the Union on behalf of a "class" or group of affected employees.

15.3.3 Step 3. Public Works Department grievances only: If the grievance is not resolved at Step 2, it may be referred to the Public Works Director by the Union within ten (10) working days of the Public Works Superintendent's response. The Director shall first meet with the concerned parties and then respond officially in writing to the Grievant and Union Steward, with a copy to the WSCCCE Staff Representative within ten (10) working days of this meeting.

15.3.4 Step 4. If the grievance has not been settled at Steps 2 or 3, it may be referred by the Union in writing to the City Manager within ten (10) working days of the response of the Director of Public Works. The City Manager shall meet with the concerned parties and respond in writing within ten (10) working days of his receipt of the grievance.

15.3.5 Step 5. If the findings of the City Manager are not satisfactory, the Union may, by written notice to the City Manager, request arbitration within 15 working days. The parties will attempt to mutually agree to an arbitrator. If an arbitrator is not mutually agreed to, either party may request a list of names of 9 arbitrators from the Public Employment Relations Commission (PERC). Within 10 working days of receipt of the requested list of names, the parties shall alternately strike names from the list until one (1) name remains who shall serve as the arbitrator. The Union shall strike the first name. The arbitrator's ruling on the grievance will be final and binding on both parties. Arbitration shall be limited to interpretation of the Contract.

15.4 Time Limits - Time limits specified herein may be waived by mutual agreement in writing. Failure of the Employer to respond within the prescribed or agreed time limits at any step shall entitle the Union to proceed to the next step. Failure of the Union to respond within the prescribed or agreed time limits shall constitute abandonment of the grievance.

## 16.0 NO STRIKE/NO LOCKOUT

16.1. 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, unless they fear for their safety. The parties agree to use every legal means available to settle a dispute including mediation and/or arbitration. (For the purpose of this 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 this provision.

16.2. No lockout of employees shall be instituted by the Employer.

## 17.0 DRUG-FREE WORKPLACE

17.1 The City and the Union recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of the employees. This Article establishes City programs and practices that promote and support a drug-free working environment. The City wishes to educate its employees as to the dangers of drug abuse in the workplace, the City's commitment to a drug free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the City's commitment of support for employees undergoing treatment and rehabilitation of chemical dependencies in accordance with City policy.

17.2 The most current adopted Substance Abuse Policy contained within the City of Kelso Employee Handbook shall apply to all employees covered by this Agreement with the following exception:

Section 6.13(L) Consequences of a Positive Test Result, Subsection 2 Assessment and Treatment, first sentence is revised and shall apply to Union employees. "An employee who tests positive for alcohol or prohibited drugs will be referred to the City's Employee Assistance Program for mandatory assessment as a condition of continued employment.

17.3 As a condition of employment, all employees must notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

17.4 Confidentiality. The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court order.

## 18.0 ENTIRE AGREEMENT

18.1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

18.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## 19.0 SAVINGS CLAUSE

19.1 It is understood and agreed by and between the parties that, in the administration of all matters covered by this Agreement, the parties hereto and the City employees are governed by the provisions of applicable State laws, City ordinances and resolutions; and when any provision thereof is in conflict with or different than the provisions of this Agreement or of any agreement entered into between the parties hereto, this Agreement is paramount and shall prevail.

19.2 If any Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

## 20.0 CLOTHING ALLOWANCE COMMERCIAL DRIVERS LICENSES AND ELECTRONIC MONITORING

20.1 Clothing Allowance - The City will provide initial clothing to Public works personnel as follows: ten (10) short sleeve safety yellow shirts, one (1) City-issued hat, one (1) Safety Jacket (class II or III) Annual replacement clothing up to the limits described above will be provided if unserviceable clothing items are turned in to the City by the employee. Additionally, in the month of February of each year, employees shall each receive a $300 total allowance for bib overalls, insulated bib overalls, leather boots, additional coveralls and pants, and other applicable, work-related clothing.

20.2 Newly hired employees will be paid an initial clothing allowance of $300 in addition to the annual allowance each employee receives as specified in Section 20.1.

20.3 As an alternative to the short sleeve safety yellow shirts described in Section 20.1, the City will provide initial and replacement sweatshirts, of a type and cost chosen and authorized by the Public Works Superintendent, in a number proportionate to the cost of the short-sleeve safety yellow shirts.

20.4. The City will provide a washer and dryer and cleaning agents at the City Shop for use by the employees for city work clothing only.

20.5. City issued clothing is the property of the City of Kelso and shall be returned upon termination of employment. Intentional mutilation or destruction of said clothing shall result in formal discipline up to and including discharge.

20.6. Commercial Drivers License - The City will pay the cost for the physical examination as well as the cost for the skill and written tests for current and new employees needing CDL licenses. The City will also pay the cost of the skill test for those employees transferring from one division within the Public Works Department to another when that transfer requires the employee to obtain a commercial driver's license.

20.7. The city shall set the standards for work attire with reasonable safety concerns and the City shall enforce the wearing of safety equipment and clothing as approved by the Department. Any changes to existing policy shall be brought before the safety committee for input and review.

20.8. Electronic Monitoring

20.8.1. This article addresses the use of surveillance and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace safety and security and productivity. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees.

20.8.2. The Union and employees shall be notified prior to implementation of, or changes to, any forms of surveillance or electronic monitoring proposed by the employer to be implemented on a routine and ongoing basis, for the purpose of workplace safety, security and productivity

20.8.3. Data acquired by electronic monitoring or surveillance systems may be used to evaluate work productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

## 21.0 NON-DISCRIMINATION

21.1. The Employer 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.

21.2. 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.

## 22.0 EMPLOYEE RECORDS, DISCIPLINE & DISCHARGE

22.1 Employee Records.

22.1.1 Employee personnel records shall be considered confidential and as such shall be accessible only to the employee concerned, selected City officials as authorized by the City Manager, and Union representatives as authorized by the employee. Personnel files shall contain only information directly relevant to the employee's employment with the City, but shall not contain medical information. Employees may examine the file during work hours and shall have the right to rebut in writing on the employee's own time, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.

22.1.2 Performance Evaluations. Evaluations shall be used to provide employees with clear expectations and feedback regarding their work performance. Peer evaluations shall not be utilized. Supervisory or Lead positions who report directly to a Superintendent, are required to provide evaluations of employees under their supervision, with input and approval from the Dept. Head. Employees may ask the city to review the evaluation if there is any evidence of unlawful or inappropriate activity. Employees may attach a rebuttal to their evaluation. A follow-up evaluation may be requested by either party within 6 months following an unsatisfactory evaluation.

22.1.3 Evaluations shall be kept in an employee's personnel file, provided that evaluations shall not constitute a written warning under this Article, nor shall they be considered a step of the progressive disciplinary process. All Evaluations shall be signed and dated by the person giving the evaluation.

22.1 Discipline.

22.1.1 Employees shall be disciplined and discharged only for just cause. With the exception of a verbal warning, a Union representative will be informed of and afforded the opportunity to be present at all disciplinary actions, unless such presence is freely waived by the employee. Oral Warnings are not grievable. Such disciplinary action will not be made part of the employee's personnel file.

22.1.2 The City reserves the right to discipline, suspend or discharge employees for just cause. The City agrees that arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure.

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

22.1.4 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/or performance standards. The types of behavior and conduct that is considered serious include but are not limited to the following:

a. being under the influence of alcohol or illegal drugs on the job;
b. theft or willful damage of the City's or other employee's property on or off the job;
c. insubordination; violent or threatening behavior to other City employees or citizens on or off the job;
d. illegal behavior on or off the job that is of such a nature to damage the City's reputation and/or ability to provide services to the public;
e. other similar serious offenses.

22.1.5 Disciplinary Investigations and Meetings. In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. 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.

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

22.1.5.2 At the time of completion of the investigation of the alleged misconduct the City shall notify the Employee and the Union in writing of the outcome as soon as possible.

22.1.6 Probationary Employees. Probationary employees shall not be entitled to the protections of this Article and may be terminated by the employer without recourse

to the grievance procedure. The probationary period for new hires shall be nine (9) months.

22.1.7 Where appropriate disciplinary action shall be progressive and may include the following measures:

22.1.7.1 Oral warnings to be issued in private for minor infractions. Supervisors should inform the employee that an oral warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.

22.1.7.2 Written warnings, which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it. Written Warnings shall remain in the employee's personnel file for twenty-four (24) months and notices of suspension or disciplinary demotions shall remain in the employee's personnel file for forty-eight (48) months, after the disciplinary action occurs, however, the employee may request a review and removal of the disciplinary material at 12 month intervals At the end of the specified period, the material shall be removed if it was not removed earlier. In the case where further incidents of related previous written warnings continue, the time clock for previous related warnings will reset to the date of the new warning.

22.1.7.3 Suspension with pay, for purposes of investigation; and without pay, for purposes of discipline, not to exceed ten (10) working days. Such investigation shall be conducted in as expedient a manner as practical.

22.1.7.4 Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of his/her position in a satisfactory manner and/or in the event of a voluntary transfer to a lower classification.

## 23.0 JOINT LABOR/MANAGEMENT COMMITTEE AND SAFETY

23.1 Joint Labor/Management Committee: The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC) comprised of three (3) representatives from each side plus the union Representative and the Management Negotiator as needed. The responsibility of the JLMC will be to address problems, issues or concerns of all bargaining unit members using the interest-based problem solving process to arrive at consensus agreement.

23.1.1 The JLMC's purpose is to resolve issues at the lowest possible level through communication and mutual understanding. The goal of the Committee is to eliminate the need for arbitration of issues.

23.1.2 As a part of this responsibility, the Committee will:

A. Establish a process that will provide research and communication of issues aimed at thorough understanding by all members.
B. Establish a process to measure progress on issues at agreed-to intervals.
C. Use outside resources (including Labor/Management Representatives) on an as needed basis.
D. Meet as requested and needed.
E. Maintain an "open door" policy.

23.2 Safety

23.2.1 Occupational health and safety is the mutual concern of the Employer, the Union and employees, and it is the intent of the parties to maintain safe and healthful working conditions and to encourage employees to work in a safe manner. Employees shall report safety and health hazards of which they are aware to their supervisor. The Employer and employees shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that the Union, as defined in the Preamble, has assumed legal responsibility for the health and safety of employees.

23.2.2 Safety Apparel - The City shall provide and pay for all required safety apparel, and equipment, including but not limited to: disposable coveralls, gloves, ear plugs, hard hats, liners, hat muffs, rain gear (pants and coat), rubber boots, HEPA filter, safety vest, safety glasses, harness assembly, hip waders, and any other legally required safety outfitting.

## 24.0 JURY DUTY

24.1. Employees will receive leave while on jury duty or when subpoenaed to appear as a witness in a case involving the City of Kelso. 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.

24.2. If jury or witness duty exceeds two weeks, an employee may use available paid leave or take the time as unpaid leave. A copy of the summons or subpoena must be presented to the supervisor, Superintendent, or Public Works Director, as applicable, as soon as possible after receipt.

24.3. If an employee is called for jury duty or is subpoenaed as a witness and excused prior to the end of his/her workday, 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.

24.4. Part-time, temporary, and seasonal employees will receive unpaid leave for jury or witness duty.

## 25.0 – DURATION

This Agreement shall become effective January 1, 2019 and shall remain in full force and effect through December 31, 2021. The parties agree to begin negotiations for a successor agreement not less than sixty (60) days prior to the expiration of this Agreement.

SIGNED this 20th day of August, 2019

FOR THE UNION

Larry Clark, WSCCCE Council 2

Jason Cook, President, Local 1557 PW

Don Stout, Negotiating Committee

Nathan Bell, Negotiating Committee

FOR THE EMPLOYER

Brian Butterfield, Interim City Manager

Randy Johnson, Public Works Superintendent

## APPENDIX A – Classification & Pay Plan

Upon the effective date of this Agreement, the following monthly pay rates shall be in effect for AFSCME-represented employee classifications:

**2019 – 2.5%**

| CLASS | POSITION TITLE | ENTRY 0.8 | 1 YEAR 0.85 | 2 YEAR 0.9 | 3 YEAR 0.95 | 4 YEAR CONTROL |
|---|---|---|---|---|---|---|
| R31 | Water Treatment Plant Supervisor | $4,627 | $4,916 | $5,206 | $5,495 | $5,784 |
| R28 | W/S Lead Tech/Equip Operator | $4,299 | $4,568 | $4,837 | $5,105 | $5,374 |
| R28 | Water Treatment Plant Operator | $4,299 | $4,568 | $4,837 | $5,105 | $5,374 |
| R28 | Street/Drainage Lead Tech | $4,299 | $4,568 | $4,837 | $5,105 | $5,374 |
| R27 | Traffic Control Lead | $4,196 | $4,458 | $4,721 | $4,983 | $5,245 |
| R27 | Parks Lead | $4,196 | $4,458 | $4,721 | $4,983 | $5,245 |
| R26 | W/S Pump Technician | $4,094 | $4,350 | $4,606 | $4,862 | $5,118 |
| R24 | Water/Sewer Technician | $3,896 | $4,140 | $4,383 | $4,627 | $4,870 |
| R24 | Traffic Technician | $3,896 | $4,140 | $4,383 | $4,627 | $4,870 |
| R23 | Street Technician | $3,802 | $4,039 | $4,277 | $4,514 | $4,752 |
| R23 | General Maintenance Technician | $3,802 | $4,039 | $4,277 | $4,514 | $4,752 |
| R19 | Park Technician | $3,445 | $3,660 | $3,875 | $4,091 | $4,306 |
| R19 | Utility Technician | $3,445 | $3,660 | $3,875 | $4,091 | $4,306 |
| R19 | Department Assistant | $3,445 | $3,660 | $3,875 | $4,091 | $4,306 |

2020 Two and one-half percent (2.5%) salary increase from 2019.

2021 Two and one-half percent (2.5%) salary increase from 2020.

Designated Water Treatment Relief Operator stipend $100/month

Upon the effective date of this agreement (8/1/2019), each employee covered by this agreement shall receive a one-time stipend of $900.00 from the City. No retro payment back to 1/1/2019.

## APPENDIX B – 2019 Public Works Department Leave Policy

**Policies-Procedures-Tasks for the City of Kelso**

***(approved in conjunction with the 2019-21 AFSCME Local 1557 CBA)

| Title: | | Subject: | Number: |
|---|---|---|---|
| Leave Policy | | Leave Request | |
| Effective Date: | Supersedes: | Originating Office: | Approved by: |
| 1/1/2019 | 1/1/2016 | Public Works | See above *** |

1. **PURPOSE:** Establish Public Works leave policy. The purpose of this policy is to establish guidelines for requests and approvals for various types of leave. It is the intent of this policy to make sure there are adequate staffing levels on duty to meet department service levels. Policy exceptions can be made by the Director of Public Works based on extenuating circumstances.

2. **DEPARTMENTS AFFECTED:** Public Works

3. **REFERENCES:** Employee Handbook Section 4, and section 5, Union Contract Articles #9- Vacations, #10- Sick Leave, #13- Seniority and attached leave request form.

4. **POLICY:** The Public Works Superintendent, City Engineer, or Director must approve all leave requests. Typically a 48 hour minimum advance written request will be required. Adequate staffing levels as outline below must remain on duty at one time in order to allow leave.

5. **DEFINITIONS:**

6. **PROCEDURE:** During the month of January, employees within each division will be provided the opportunity to exercise their seniority rights with regards to calendar year vacation scheduling. Where a conflict in scheduling occurs seniority will prevail. After January 31st available vacation time slots will be filled on a first come first served basis. The Public Works Superintendent and/or Public Works Director will post a master Leave schedule at the shop and engineering office for reference in scheduling leave.

   During the year, employees should take at least one consecutive 40 hour vacation. Frequent and intermittent vacation does not provide the optimum respite, disrupts project completion and makes scheduling inefficient.

   Vacation, floating holidays or compensatory time leave requests shall be submitted no later than 48 hours in advance unless an emergency exists. Leave requests will first be signed off by an immediate Supervisor or Lead and then by the Superintendent or Director of Public Works. The Supervisor or Lead may approve leave periods of 4 hours or less, typically with 48 hours advanced notice. All leave requests shall be submitted on the standard form.

   Except in cases of emergency or unplanned illnesses, no leave shall be taken unless the employee has received a signed acknowledgment from their Supervisor approving the leave.

   All planned leaves (vacations, family leave, compensatory time, and personal leave) requests shall be made in advance, to the greatest extent possible. This policy acknowledges that leave requests will sometimes be made with short notice due to unforeseen circumstances, but it is expected that all employees will cooperate in assisting the Supervisor to maintain expected service levels. All approved leave request forms shall be turned in to the Public Works Superintendent for approval and filing prior to taking leave.

   In Divisions where there are four (4) or less employees only one (1) shall be allowed to be on leave at a time. In Divisions where there are five (5) – seven (7) employees, only two (2) shall be allowed on leave at one time. In Divisions where there are eight (8) – ten (10) employees, only three (3) shall be allowed on leave at a time. In Divisions where there are eleven (11) or more employees, only four (4) shall be allowed on leave at a time. For the purposes of determining the maximum number of employees allowed to be on leave at the same time, employees assigned to the Parks, Streets, Traffic and Drainage Divisions shall be considered one (1) General Maintenance Division. Compensation time request shall be considered the same as vacation time requests. Under special circumstances additional employees may be allowed off if approved by the Public Works Director or Superintendent of Public Works.

The Supervisor is responsible to make sure there is sufficient staff on duty to maintain service levels. Each work crew's construction season, (May 1st to September 30th) will preclude leave requests over eighty (80) hours or ten (10) working days. When requesting leave, the Supervisor/Lead will take into consideration the order in which the leave requests have been submitted and approved, and the workload of the department. Where a conflict occurs in scheduling leave, seniority will prevail.

If you are sick and are not reporting to work, you must notify your Supervisor, Superintendent, or Public Works Director directly, prior to the start of the work shift. Advise your crew Supervisor in writing of any medical appointments as soon as they are known, if you plan on being away from work. Requesting sick leave on the night prior or the morning of your scheduled shift should be limited to unanticipated illnesses due to the negative impact such absences have on coworkers' workloads and project scheduling.

Employees who take approved sick leave due to emergencies or unplanned illnesses shall submit their signed sick leave request form immediately upon return to work.

Nothing in this policy shall conflict with the city employee handbook and/or collective bargaining agreements

## APPENDIX C – Continuing Memorandums of Understanding

**Continuing Memorandums of Understanding**

**Between**

**City of Kelso and Local 1557 PW WSCCCE**

**January 22, 2018 – MOU providing a special duty assignment for E. Geiszler – See attached**

**September 6, 2017 – MOU providing for position and salary classification adjustments; on-call provisions for certain positions; Utility Technician position provisions – See attached**

**December 6, 2016 – MOU clarifying the use of seasonal and temporary employees within Public Works - See attached**

MEMORANDUM OF UNDERSTANDING

Between The City of Kelso and the Washington State Council of County and City Employees
Local 1557 PW
Special Duty Job Description and Compensation

*Both WSCCCE Local 1557 PW* ("Union") and the City of Kelso ("Employer") agree to the following:

Both Parties agree to the assignment of the special duties and associated compensation to employee and Union member, Erica Geiszler, as described in Exhibit "A" to this MOU. The duties described herein shall be assigned to Ms. Geiszler specifically, and shall not constitute or become protected work of the Union.

This special duty assignment and associated compensation shall take effect February 1, 2018.

WSCCCE Local 1557 PW Representative

Steve Taylor, Kelso City Manager

Dated: 2/28/18

Dated: 2/8/2018

Justin Archibald, WSCCCE Local 1557 PW President

EXHIBIT "A"

**Special Duty Job Description**

**Social Media Site Administrator**

*($150.00 monthly)*

**General Duties**

- Post information pertaining to official meetings, events, and general public notifications to City's social media sites (does not include Kelso Police Department pages).
- Monitor relevant government and community social media sites and share posts that provide citizens with local information regarding weather, road closures, school closures, local events, power outages; etc.
- Update meeting schedules for City boards and commissions on applicable City web pages and post to social media (Park & Recreation Board, Planning Commission, Lodging Tax Advisory Committee, etc.).
- Draft occasional public notices or press releases as directed by the City Manager.
- Respond to messages and inquiries from citizens received through social media sites.
- Maintain applicable social media accounts in accordance with most current City of Kelso Social Media Use Policy.

**Requirements**

- Must have general knowledge and experience in the use and administration of common social media platforms (Facebook, Twitter, Instagram, LinkdIn, etc.).
- Outstanding written and oral communication skills that incorporate professional discretion and principles of quality customer service.
- Ability to draft and update content within applicable pages of the City's website.

MEMORANDUM OF UNDERSTANDING

Amending the Collective Bargaining Agreement

Covering the Term January 1, 2016 through December 31, 2018 between

The City of Kelso and the Washington State Council of County and City Employees
Local 1557 PW

Whereas, the parties (the "City" and "Union") approved a Collective Bargaining Agreement ("Agreement") covering the term January 1, 2016 through December 31, 2018; and

Whereas, the City agreed to perform a Public Works classification survey in 2017 to evaluate market comparability and internal equity of compensation levels; and

Whereas, the City and Union held a series of discussions and evaluated employee compensation levels with a variety of comparable communities across Washington State, and the City produced a proposal to adjust compensation levels for several position classifications represented by Local 1557 PW; and

Whereas, the Union agrees to the City's proposal and terms contained within this MOU;

NOW THEREFORE, be it mutually agreed to as follows:

Section 1: The Collective Bargaining Agreement covering the term commencing January 1, 2016 and expiring December 31, 2018 is hereby amended as follows:

APPENDIX A
Updated with 2017 base salary rates.

**2017**

| CLASS | POSITION TITLE | ENTRY 0.8 | 1 YEAR 0.85 | 2 YEAR 0.9 | 3 YEAR 0.95 | 4 YEAR CONTROL |
|---|---|---|---|---|---|---|
| R31 | Water Treatment Plant Supervisor | $4,426 | $4,702 | $4.979 | $5,255 | $5,532 |
| R28 | Water/Sewer Lead Tech/Equip Operator | $4,112 | $4,369 | $4,626 | $4,883 | $5,140 |
| R28 | Water Treatment Plant Operator | $4,112 | $4,369 | $4,626 | $4,883 | $5,140 |
| R28 | Street/Drainage Lead Tech | $4,112 | $4,369 | $4,626 | $4,883 | $5,140 |
| R27 | Traffic Control Lead | $4,014 | $4,264 | $4,515 | $4,766 | $5,017 |

| | | | | | | |
|---|---|---|---|---|---|---|
| R27 | Parks Lead | $4,014 | $4,264 | $4,515 | $4,766 | $5,017 |
| R26 | Water/Sewer Pump Technician | $3,912 | $4,167 | $4,402 | $4,646 | $4,895 |
| R24 | Water/Sewer Technician | $3,726 | $3,959 | $4,192 | $4,425 | $4,658 |
| R24 | Traffic Technician | $3,726 | $3,959 | $4,192 | $4,425 | $4,658 |
| R23 | Street Technician | $3,636 | $3,863 | $4,091 | $4,318 | $4,545 |
| R23 | General Maintenance Technician | $3,636 | $3,863 | $4,091 | $4,318 | $4,545 |
| R19 | Park Technician | $3,295 | $3,501 | $3,707 | $3,913 | $4,119 |
| R19 | Utility Technician | $3,295 | $3,501 | $3,707 | $3,913 | $4,119 |
| R19 | Department Assistant | $3,295 | $3,501 | $3,707 | $3,913 | $4,119 |

2017 Two percent (2%) salary increase from 2016.

2018 Two percent (2%) salary increase from 2017.

Section 2: It is recognized by the City and Union that the Water Treatment Plant Supervisor (R-31), Water Treatment Plant Operator (R-28), and Water/Sewer Pump Technician (R-26) classifications have an "on-call" requirement as an essential function of the respective positions. The employee must be regularly available after work hours (with the exception of scheduled and approved leave) to respond to a callout pertaining to his or her specialized duty areas for the prevention of failure and/or severe damage to public water and sewer systems within the City. The adjustment in compensation contained within this MOU reflects the "on-call" requirement of the position. The position descriptions will be amended to include the "on-call" requirement.

Section 3: The Utility Technician position will not be hired until that time in which the Water/Sewer Technician (R-24) currently responsible for customer service orders and utility data collection no longer performs the duties and functions of his present position.

Section 4: The terms of this MOU shall take effect on October 1, 2017 upon approval by both City and Union.

WSCCCE Local 1557 PW Representative

Dated: 9-6-17

Justin Archibald, WSCCCE Local 1557 PW President

Steve Taylor, Kelso City Manager

Dated: 9/6/2017

MEMORANDUM OF UNDERSTANDING

between

The City of Kelso and the Washington State Council of County and City Employees Local 1557 PW

Clarifying the Use of Seasonal and Temporary Employees Within the Kelso Public Works Department

Article 1.1 and 1.4 of the Collective Bargaining Agreement ("Agreement") currently in effect recognizes and provides for the use of seasonal and temporary employees to assist bargaining unit employees in performing City work during peak work periods or other limited instances where performance of work by bargaining unit employees is not possible or practical. This MOU seeks to clarify how temporary and seasonal employees will perform duties within various departments so as to prevent or reduce the supplementing of bargaining unit work while maintaining appropriate levels of quality public service during peak work periods.

1. Seasonal/Temporary workers will perform work with oversight from bargaining unit employees within their assigned division. Generally, a division lead technician will coordinate work and provide oversight to seasonal/temporary workers. Bargaining unit employees are not required to be "on-site" for seasonal/temporary workers to perform and complete their assigned tasks; however, a bargaining unit employee should be on-duty within the applicable division to monitor the work and ensure adequate safety protocols are being followed.

2. When a division is not staffed by its regularly assigned bargaining unit employees due to scheduled vacation, training, or other leave, the Superintendent will assign another bargaining unit employee to that division to coordinate and manage the work performed by seasonal/temporary workers. In the event of unforeseen circumstances and other emergency staffing issues, non-bargaining unit exempt managers may coordinate and provide oversight until a bargaining unit employee can be assigned to that division.

3. Seasonal/Temporary workers assigned to the Parks Division may be scheduled to staff park pavilion rentals during non-regular bargaining unit shift hours (evenings, weekends) provided they are paid at their straight-time rate. Seasonal/Temporary workers may only be offered overtime in accordance with Article 6.3.1 of the Agreement. It is understood that full-park rentals or major park events held on evenings and weekends will generally be staffed by bargaining unit members. Seasonal/Temporary workers may be scheduled to staff these events if bargaining unit members decline overtime opportunities relevant to an event.

WSCCCE Local 1557 PW Representative

Dated: 12/20/16

Jason Gorans, WSCCCE Local 1557 PW President

Steve Taylor, Kelso City Manager

Dated: 12-6-2016