

## Table of Contents

Article 1	Preamble .....	1
Article 2	Association Representation & Recognition .....	1
Article 3	Management Rights .....	3
Article 4	City Security.....	4
Article 5	Selection & Employment.....	4
Article 6	Commercial Driver’s License (CDL Requirement).....	5
Article 7	Work Schedule, Hours of Work & Overtime .....	6
Article 8	Holidays .....	9
Article 9	Vacation .....	10
Article 10	Vacation Sellback & Termination Payoff.....	11
Article 11	Medical and Insurance Benefits .....	14
Article 12	Sick Leave.....	13
Article 13	Bereavement Leave.....	16
Article 14	Occupational Disability Allowance .....	17
Article 15	Jury Duty.....	17
Article 16	Other Leaves of Absence .....	17
Article 17	Termination of Employment.....	18
Article 18	Grievance Procedure.....	19
Article 19	Arbitration Procedure.....	20
Article 20	Discipline/Discharge/Suspension .....	21
Article 21	Salaries.....	22
Article 22	Seniority .....	22
Article 23	Tuition Reimbursement .....	23
Article 24	Layoff.....	24
Article 25	Tool And Clothing Allowance.....	26
Article 26	Working Out of Classification.....	27
Article 27	Savings Clause .....	27
Article 28	Entire Agreement .....	27
Article 29	Termination and Renewal .....	27
Appendix “A” Bargaining Unit Positions .....		29
Appendix “B”		
2001-2003 Grandfather Provision.....		30

**Labor Agreement**

**By and between**

**City of Longview**

**and**

**Longview Employees'**

**Bargaining Association**

**2008-2010**

## **Article 1 - Preamble**

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Section 1. This Agreement is hereby made and entered into by and between the City of Longview, hereinafter referred to as the "City", and the Employees' Bargaining Association, hereinafter referred to as the "Association".

Section 2. It is the purpose of this Agreement to set forth the full and complete agreement between the parties with regard to wages, hours, and conditions of employment.

Section 3. The City and the Association agree to cooperate to provide the public with efficient, uninterrupted, and cost-effective delivery of public services, as well as establishing fair and reasonable compensation and working conditions for the membership of the Association. The parties will work together to address and adapt to the inevitable issues of changing circumstances of their particular areas of responsibility. Therefore, this Agreement, and the procedures that it establishes for the resolution of differences, is intended to contribute to the continuation of good employee relations and to be, in all respects in the public interest.

Section 4. The provisions of the City's Human Resources Manual and related administrative policies as amended from time to time, shall apply to all questions and issues not specifically covered by this Agreement. When changes are proposed, the City will give the union president a period of ten (10) days to comment. All policy changes are subject to City Manager's final approval.

## **Article 2 - Association Recognition, Representation and Related Activities**

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Section 1. The City recognizes the Association as the exclusive collective bargaining representative for all full time and part time regular positions represented by the attached list (Appendix "A").

Section 2. The Association will represent all employees in the bargaining unit equally and without discrimination.

Section 3. As a condition of employment, employees covered by this Agreement shall, within ninety (90) days following their first date of employment, become and remain members in good standing in the Association.

Section 4. Upon being furnished individual authorization cards for payroll deduction signed by each employee who is an EBA member, the City shall deduct the amount shown on the authorization card. The City shall deliver this sum monthly to the Secretary-Treasurer of the Association. If an employee has no check coming to him/her or their payroll check is insufficient to cover the dues, no deductions shall be made from the employee's pay for that month.

In the event the membership of the Association formally acts to increase the amount of the payroll deduction for Association dues, the Association shall so certify to the City in writing. The City shall, in turn, request a signature acknowledgment of the notice of the increase from each employee whose position is represented by the Association.

Section 5. Upon being furnished individual authorization cards for payroll deduction signed by each employee whose position is represented by the Association and who is a fair share payment in lieu of dues employee, the City shall deduct the amount shown on the authorization card. The City shall deliver this sum monthly to the Secretary/Treasurer of the Association. If an employee has no

check coming to him/her, or their payroll check is insufficient to cover the fair share payment in lieu of dues, no deduction shall be made from the employee's pay for that month.

In the event the membership of the Association formally acts to increase the amount of the payroll deduction for Association dues, the Association shall so certify to the City in writing. The City shall, in turn, request a signature acknowledgment of the notice of the increase from each employee whose position is represented by the Association.

**Section 6.** Pursuant to state law, the foregoing provisions of this Article shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee unions. However, every such employee shall pay an amount of money equivalent to regular Association dues to a charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made.

**Section 7.** The Association agrees to refrain from making changes in the schedule of Association dues or fees in the months of December and January. The Employer is authorized to charge the Association a flat amount service fee of one hundred dollars (\$100) in the event the Association changes fees or assessments more than one time per calendar year. The Association shall remit the appropriate amount to the employer by the 10th day of the month in which notice of the Association dues, fair share payment in lieu of dues, or initiation fee change is received by the employer.

**Section 8.** The City agrees to furnish to the Association on a monthly basis a list of newly hired employees and position titles represented by "Appendix A". The list shall include the employee's name, date of hire, classification and the department to which he or she is assigned.

**Section 9.** The Association agrees to indemnify and hold the City harmless against any and all claims, demands or suits brought or issued that may arise against the City as a result of any action taken or not taken by the City under the provisions of this Article.

**Section 10.** All rights, privileges and working conditions enjoyed by the employees at the signing of this Agreement, not in conflict with Article 3, Management Rights, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

**Section 11.** The Association shall inform the City in writing of the names of its officers and stewards who are authorized to represent the Association. Such information shall be kept up to date.

**Section 12.** Release Time. With adequate advance notification to the supervisor, an Association officer or designated steward shall be allowed reasonable release time without loss of pay for the purposes of participating in disciplinary hearings and grievance meetings up to the level of arbitration where such official/steward acted as the employee representative or was otherwise directly involved in the situation. Nothing in this Agreement shall be construed to require employees to receive compensation from the employer for representation activities not specifically addressed in this section, or that occur outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime purposes. Association representatives shall not use work hours for solicitation of Association membership, collection or checking of dues, Association meetings or other activities relating to the internal business/administration of the Association.

**Section 13.** Labor/Management Communications. The parties agree to conduct labor management meetings as needed to discuss issues of mutual concern. Labor Management meetings shall not be in lieu of the Grievance Procedure described in this Agreement. Up to three Association members will be allowed to attend such meetings without loss of pay as provided in the aforementioned “release time” section.

### **Article 3 - Management Rights**

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**Section 1.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual, and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The City agrees to notify the Association of any significant changes in operations prior to their implementation; however, it is understood that Association approval is not required prior to the implementation of such changes. The rights of employees in the bargaining unit, and the Association there under, are expressly limited to those specifically set forth in the agreement.

**Section 2.** Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the department in which the employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit which do not violate this Agreement.
- B. To close or liquidate an office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- C. To contract out work as seems prudent to the City.
- D. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- E. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules.
- 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, promote, transfer and retain employees in accordance with this Agreement; the right to reorganize, the right to determine schedules of work, and the right to dispose of, purchase, and assign equipment or supplies.
- G. To discipline, suspend, demote or discharge an employee.
- H. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the employer.

## **Article 4 - City Security**

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Section 1. The Association shall not cause or counsel its members to participate in a strike, nor shall it in any manner cause them to either directly or indirectly commit any acts of work stoppage, slowdown, or refusal to perform any assigned duties.

Section 2. Any employee who commits any of the acts prohibited in this Article shall be subject to disciplinary action as determined by the City.

Section 3. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association shall make every effort, including public appeals, to secure an immediate and orderly return to work.

Section 4. It is mutually agreed that the provisions of this Article shall not be subject to the grievance procedure of this Agreement.

Section 5. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 6. The City shall not institute a lockout of employees.

## **Article 5 - Selection & Employment**

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Section 1. Available positions in the City service shall be publicized at least ten (10) calendar days prior to the deadline for filing application for such a position by posting of job announcements on designated City bulletin boards and by such other means as the Human Resources Department deems necessary. The job announcement shall contain a brief description of duties, minimum qualifications desired, filing deadline and method of selection. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies.

Section 2. When, in the judgment of the Human Resources Department, sufficient candidates from within the City are qualified, available, and interested, the recruitment may be restricted to internal candidates. Promotional recruitments may be further restricted to employees of a particular bargaining unit or department.

Section 3. Employees may apply for open recruitments and will receive consideration if they meet all required qualifications. When the selection decision is narrowed to two individuals and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted first to internal candidates, seniority considered.

Section 4. An employee transferring to a new EBA or non-represented position may, with both supervisors' permission, have a ninety (90) calendar day period (bump back privilege) to assess the new position. Final decision to accept the new EBA or non-represented position must be made within ninety (90) calendar days.

Section 5. When appropriate, confirmation of selection for full time, regular employment is dependent on the chosen applicant passing a pre-employment physical examination from a licensed physician as

designated by the City. Pre-employment physical examinations are initially paid by the City. In the event that an employee terminates employment with the City (either voluntarily or involuntarily), before he/she has completed twelve (12) consecutive months of continuous service, the cost of the physical examination will be deducted from the employee's final paycheck. NOTE: This clause shall not preclude other pre-employment test or evaluation processes as determined necessary by the City.

Section 6. City employees shall reside within a thirty (30) minute driving response time under normal driving conditions to insure emergency response.

Section 7. All original appointments shall be tentative and require a probationary period of at least twelve (12) months. However, anytime within the twelve month period, if in the opinion of the Department Head, the probationary employee will not be able to successfully learn and perform the job for which he/she was hired, his/her employment may be terminated.

Section 8. Promotional appointments or transfers from one EBA or non-represented position to another shall be tentative and require a probationary period of at least ninety (90) calendar days unless the head of that department decides to extend the probationary period for an additional ninety (90) days.

Section 9. An employee who is promoted shall receive the starting salary of the higher position, or a step increase of between four (4) and six (6) percent, whichever is greater, provided that the appropriate increase does not increase the pay beyond the top of the new salary range.

## **Article 6 - Commercial Driver's License (CDL Requirement)**

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Section 1. If the City requires an employee to obtain a Commercial Driver's License (CDL) with proper endorsements, that employee shall do so in accordance with State and Federal regulations.

Section 2. For the above employees, the City agrees to the following:

- A. The City agrees to pay the cost of the CDL physical administered by the City's contracted provider and as required by law. If the employee elects to obtain the required physical elsewhere then the City will pay for any co-payment required by the employee's insurance company up to fifty dollars (\$50.00).
- B. The City will pay the cost of the required written exam and driving test.
- C. The City will pay the CDL license fee (first time fee and renewal) and any other required endorsements and related testing fees.
- D. The employee is responsible for paying their own Washington State driver's license fee and all endorsements.
- E. The City is not responsible for renewal of lost cards.
- F. Employees are responsible for:
  1. Passing the knowledge test
  2. Passing the skills test
  3. Paying for the cost of re-testing if they fail to pass on the three tries provided by the initial City-paid written exam fee.
  4. Passing the physical exam, which will include a urinalysis.

5. Paying for all required costs if they lose their card.
6. Maintaining their license as a requirement of their employment with the City.

## **Article 7 - Work Schedule, Hours of Work & Overtime**

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Section 1. For purposes of this Agreement, represented employees are defined as follows:

**Regular, Full-time (Type A):** An employee who is scheduled to work forty (40) hours per week, or a minimum of 2,080 hours per year, including paid leave time taken, in a classified, City Council approved and budgeted position. A Regular, Full-time (Type A) employee is paid a monthly salary based on actual hours worked, and is eligible for holiday pay, vacation and sick leave accrual and participation in the City's medical benefits plan.

**Regular, Part-time (Type B):** An employee who is scheduled to work less than forty (40) hours per week, but at least twenty (20) hours per week, in a classified, City Council approved, budgeted position. A Regular, Part-time (Type B) employee is assigned regularly scheduled shifts on a year round basis; is paid for hours worked based on the monthly wage for the classification; and is eligible for holiday pay, vacation and sick leave accrual, and participation in the City's medical benefits plan. Regular, Part-time (Type B) employees receive benefits and accrue leave time on a pro-rated basis, depending on the number of hours employee is scheduled to work.

Any employee, either Regular, Full-time (Type A) or Regular Part-time (Type B), who is scheduled to work less than 40 hours per week, or 2,080 hours per year, shall be paid at their regular hourly rate for all actual hours worked, and shall receive benefits and accrue leave time on a pro-rated basis.

Section 2. Work schedules and hours of work are specific management prerogatives and are promulgated by the Supervisor or head of the respective Department or Division. Generally, the City will assign **regular full-time** employees to a work schedule of five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days off.

The City may also assign employees to work any one of the following alternative work schedules needed to accomplish their assigned tasks and objectives:

- 1) Four (4) days of ten (10) hours, excluding lunch periods. Such 4-10 schedules shall provide a minimum of two consecutive days off in each 7 day workweek.
- 2) Four days of nine (9) hours and a day of four (4) hours, excluding lunch periods.
- 3) Other work schedules as arranged by mutual agreement between the employee and Department Head.
- 4) No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

Work schedules for Part-Time employees shall be determined by the supervisor based on the operational needs of the department. Modifications to established schedules shall be made by mutual agreement between the parties' whenever possible. In the event a schedule modification is subject to dispute, the parties agree to meet and discuss concerns regarding the modification no less than five days after the announced change, and before its implementation (except in the event of an emergency). If the parties do not reach an agreement regarding the schedule change the Department

Head will review the situation and make a final determination based on the legitimate needs of the department. The Department Head's decision shall be considered final and is not subject to appeal through the grievance procedure.

Except in cases of emergency or other unavoidable circumstances beyond the City's control, regular full-time employees shall be notified of changes in their established work schedule at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed.

Section 3. With advance approval of the appropriate Department Head or designee, employees may "flex" their schedules within a single workweek, for example working a nine-hour day followed by a seven-hour day to accommodate personal or work situations. This section is intended to address occasional or intermittent changes to the schedule. Schedule adjustments as described in this section are voluntary and shall not result in the payment of daily overtime premiums.

Section 4. Meals and Breaks. All regular full-time employees shall have one unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of fifteen (15) minutes each, one in each half of a full-time shift. **Part-time employees shall receive rest periods of fifteen (15) minutes in accordance with state law/guidelines.** Employees may not forego a meal or break period to curtail the length of their working day. Where the nature of the work permits an employee to take an intermittent rest break equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required.

Except in the case where an employee is subject to interruption or "on call" during a meal period i.e. employees of the Filter plant, meal periods shall be unpaid and excluded from scheduled work hours.

Employees working overtime as an extension of their regular work shift (more than an eight (8) or ten (10) hour shift) shall receive a paid rest period of fifteen (15) minutes after working more than two hours as a continuation of their shift. Employees working more than 4 hours as a continuation of their shift shall receive an additional meal break paid or unpaid at the supervisor's discretion.

Section 5. Overtime. All overtime must receive prior authorization from the employee's Department Head or his/her authorized representative prior to being worked. The FLSA work period for calculation of overtime shall be a period of seven consecutive twenty-four hour days. The City retains the right to designate when the work period begins and ends depending on the employee's work schedule. Unless specifically designated, the workweek will run from 12:01 am Sunday to 12:00 am Saturday.

Section 6. Regular overtime. Regular overtime is overtime work approved and prearranged with not less than four (4) hours advance notice. Regular overtime shall be paid, to the nearest quarter hour, at time and one-half (1-1/2) the regular, hourly rate of pay for time worked in excess of forty (40) hours in the designated workweek. Regular overtime shall be recorded as of the shift it is worked and will be paid at time and one half (1-1/2) after forty (40) hours in the workweek. The number of regularly scheduled hours in a shift shall not be decreased within a workweek for the sole purpose of avoiding the payment of overtime.

Regular overtime shall also apply to work related phone calls. For the purposes of this section work related phone calls are defined as contact made to address an emergency issue that cannot wait until

the employee's next regularly scheduled work shift and that consumes five or more minutes of the employee(s) time. For example, a supervisor calling an employee to discuss a technical problem they are having with some equipment or calling in a crew to deal with an emergency issue, when such phone conversation(s) takes more than five minutes in total, would be submitted as regular overtime as provided in this section. However, a phone call to ask an employee to report to work or to ask a quick question that takes only a few moments to conclude would not be treated as compensable work time.

**Section 7. Unscheduled Overtime.** Unscheduled overtime is approved overtime work for which prior notification of the minimum four (4) hours is not possible. The first sixty (60) minutes of unscheduled overtime worked contiguous to the regularly scheduled shift/day shall be considered as an extension of the shift and shall be compensated at time and one half (1-1/2) the regular, hourly rate of pay, once the employee has exceeded forty (40) hours in the work week.

For unscheduled overtime worked contiguous to the first sixty (60) minutes before or after the regularly scheduled shift/day, Employees shall be compensated, to the nearest quarter hour, at double the regular hourly rate of pay, regardless of whether or not the employee works a total of forty (40) hours in the workweek.

Here is an illustration of the aforementioned section – if an employee is called into work two hours prior to the start of their work shift they would receive double time for the first hour worked and time and one half for the second hour worked prior to the start of their work shift. If they are called into work 45 minutes prior to the start of their work shift they would receive time and a half for time worked prior to their regular work shift. Time worked after their regular work shift would be treated in the same manner.

**Section 8. Callback Overtime.** Callback is approved, but unscheduled, non-prearranged work (as defined above), which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work. Callback overtime shall be compensated, at double the employee's regular, hourly rate of pay. Employees shall receive a minimum of two (2) hours of overtime pay when called back to work as described herein.

**Section 9.** Regular, Part-time (Type B) employees shall receive overtime premium pay only when their work time exceeds forty (40) hours in the workweek.

**Section 10.** Employees may accrue, with the approval of their supervisor, equal compensatory time in lieu of payment for overtime work, up to a maximum balance of eighty (80) hours. Such compensatory time may be taken as time off as approved by the employee's supervisor. Once an employee's balance of compensatory time exceeds the eighty (80) hour maximum, they shall be paid for all overtime worked. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination, or transfer to another department or different paying classification.

**Section 11.** When an employee has received less than ten hours advance notice of overtime to be worked, said employee shall be provided a meal allowance of \$9.00 for each four (4) hours of continuous overtime worked, not to exceed two allowances in any one period of consecutive hours worked. The meal allowance will be paid to the employee on their next regularly scheduled paycheck. If working conditions warrant or if a paid meal period is granted, the City may provide employee(s) a meal in lieu of the allowance.

Section 12. Compensation shall not be paid, nor compensatory time accrued, more than once for the same hours under any provision of this Article or other provision of this Agreement, i.e., whenever two or more overtime rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime rates.

Section 13. For purposes of computing overtime, all authorized holidays that fall on an employee's regularly scheduled workday(s), sick leave, and vacation leave shall be considered time worked.

Section 14. Consecutive Hours of Work. Both parties agree that employee safety is to be a number one consideration, especially when overtime is worked. As a result, employees will not be permitted to work in excess of 16 consecutive hours and will be scheduled a minimum of nine hours off between work-shifts, except in the case of an emergency and as authorized by the appropriate Department Head or designee.

## **Article 8 - Holidays**

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### Section 1.

The following are official paid (8 hour) holidays for all full time employees.

- |      |                                  |                          |
|------|----------------------------------|--------------------------|
| (1)  | New Year's Day.....              | 1st day of January       |
| (2)  | Washington's Birthday .....      | 3rd Monday of February   |
| (3)  | Memorial Day .....               | Last Monday of May       |
| (4)  | Fourth of July .....             | 4th day of July          |
| (5)  | Labor Day.....                   | 1st Monday of September  |
| (6)  | Veteran's Day .....              | 11th day November        |
| (7)  | Thanksgiving Day .....           | 4th Thursday of November |
| (8)  | Day after Thanksgiving Day ..... | 4th Friday of November   |
| (9)  | Christmas Day.....               | 25th day of December     |
| (10) | Floating Holiday .....           | As Approved              |
| (11) | Floating Holiday .....           | As Approved              |
| (12) | Floating Holiday .....           | As Approved              |

The City recognizes the Martin Luther King Jr. Holiday on the 3<sup>rd</sup> Monday of January as an official unpaid holiday. On this official holiday employees may elect to take accrued paid leave such as vacation, accrued floating holiday time, or compensatory time, or they may take the day off as authorized unpaid leave.

Section 2. With the exception of those offices involving emergency services, all City offices shall be closed on all of these official holidays, except for the floating holidays. When any of the above holidays fall on a Saturday or Sunday, the workday immediately preceding or following, respectively, shall be observed as the holiday. Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same work period of the holiday. To be eligible for holiday pay the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination. **For Library employees only**—if the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the pay period of the holiday. The intent

of this language is to provide Library employees that are eligible for paid holidays the ability to take a day off within the pay period (15 day window) versus the designated work week (7 day window) in the event the holiday is recognized on their regularly scheduled day off. The department and affected employees shall be held responsible for ensuring that the paid time off/holiday is scheduled and taken during the specified pay period. Schedule requests for taking the holiday time off shall be submitted in advance to the Library Director for review and consideration. Efforts shall be made to accommodate time off preferences but scheduling shall be dependent on the staffing and operational needs of the department. Therefore individual schedule requests cannot be guaranteed.

Section 3. Subject to the approval of the respective Department Head, an employee may take the floating holidays at such time as mutually agreeable to the employee and the Department Head. Floating holidays are credited to employees on a pro-rated basis. An employee earns one floating holiday during the period January 1 through April 30th, a second one during the period May 1 through August 31, and a third one during the period September 1 through December 31.

Section 4. Employees required to work on a holiday shall be compensated at time and one half in addition to holiday pay. With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off, as prescribed in this article, in lieu of pay.

Section 5. Employees working schedules other than a five day eight hour shift may be required, at the discretion of the Department Head, to work a five (5) day eight (8) hour work schedule during a week when a recognized holiday occurs (to include floating holidays). In the event the Department Head does not mandate such a change during a holiday week, employees working full-time alternative schedules such as a 4-10 arrangement shall receive eight (8) hours of holiday leave. Full pay for the period may be obtained by charging additional leave balances available to the employee i.e. comp-time, vacation.

Section 6. Employees assigned to the Filter Plant shall accrue four (4) hours of holiday leave per pay period, equaling the nine (9) fixed holidays and three (3) floating holidays listed in Section 1. Holiday leave shall be banked as "filter holidays" and may be taken at such times as are mutually agreeable to the employee and the supervisor. Employees shall be permitted to maintain a negative balance of "filter holidays" over the course of a calendar year, but "filter holidays" shall not be carried over from year to year. A negative balance of "filter holidays" at the end of a calendar year or upon termination of employment shall be charged against the employee's vacation time or final pay as appropriate. Upon termination of employment, unused/accrued filter holiday hours shall be cashed out at the employee's regular rate of pay.

Employees assigned to the Filter Plant who are scheduled to work on one of the holidays listed in Section 1, but who are not required to actually work on the holiday, shall use eight (8) hours of the balance of their "filter holidays" in the pay period in which the holiday falls.

## **Article 9 - Vacation**

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### Section 1. Accrual Rates.

**Regular full-time employees shall accrue vacation according to the following schedule:**

Years of Service	Hours per Year	Max
Start	80	NA
1	96	192
5	136	272
10	160	320
15	176	352
20	200	400

Eligible regular part-time type “B” employee vacation accrual is pro-rated in accordance with their reduced work schedule.

Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Supervisor or Department Head.

**Section 2. Maximum Accumulations.** Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. Exceptions may be granted by the City Manager for circumstances where taking of leave was denied by the City or would be a detriment to the City.

## **Article 10 – Vacation Sellback**

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**Section 1. Vacation Sellback.** Employees may elect pay in lieu of vacation up to a maximum of sixty (60) hours per calendar year. Vacation sellback is subject to the following requirements and procedures:

- A. The opportunity to cash out vacation shall be offered twice per year in the months of June and November. Requests must be submitted by May 1st and November 1st on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.
- B. To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday hours combined in the prior calendar year. The total of

vacation sold may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the May and November sales periods.

- C. The vacation sellback option is subject to availability of adequate department budget funds. Vacation sales may be restricted or suspended by the Employer. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

**Section 2. Termination Payoff.** Upon termination of City employment with more than six (6) months of service an employee shall be paid for all accrued and unused vacation, floating holidays and unused compensatory time. The termination payoff shall be based on the employee's base hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

## **Article 11 - Medical and Insurance Benefits**

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**Section 1.** The City agrees to provide long term disability insurance with a 90 day waiting period, and \$50,000 life insurance coverage to all full-time employees. Employees and their eligible dependents shall also be offered the opportunity to enroll medical, dental, vision, and employee assistance health insurance coverage.

Optional (employee funded) insurance coverage available:  
Supplemental Life Insurance  
Long Term Care coverage  
Section 125 Flexible Savings Accounts (medical, daycare) and;  
457 Deferred Compensation Plan.

As of January 1, 2008, EBA employees will be given the option to choose Willamette Dental or Washington Dental Service for dental coverage. The City will hold an open enrollment period from January 1-31, 2008 to allow employees to make their dental election. Thereafter the open enrollment period will each fall typically from November to December.

**Section 2.** The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains substantially the same as those, which were provided on the date of entry of this Agreement. However, in the event the aggregate insurance premiums paid increase by more than 10% per year, both parties agree to review and consider available cost savings measures, i.e. increased co-payments.

### **Section 3.**

During the term of this agreement the city will pay 90% of the total aggregate premium based on a city wide internal composite rate based on the highest cost medical/dental/vision plans offered. However, in the event the aggregate premium increases by more than 10% per annum, it is agreed that the City and employees will bear equally the excess premium costs.

- Employees who choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$550 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance

coverage program. Provided that at no time the number of EBA employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of the City's employees from opting out of medical coverage. Example: In 2007 EBA employees represented 33% of the total City FTE. Twenty-five (25) percent of this number equals 26 employees. So in 2008 no more than 26 EBA employees may elect to participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new EBA employees will be allowed to elect VEBA until the number of participating EBA employees is below the maximum pro-rated amount.

- In the unlikely event that EBA employees exceed their allowed prorated representation in VEBA the last employee (s ) joining may be required to drop their VEBA election and join one of the City sponsored medical plans.

**Section 4. Benefits Committee.** The parties agree to participate in a citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

- To seek ways to control health care expenses.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
- The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action

**Section 5. Continuation of Benefits.** Pursuant to federal law (COBRA), City employees and/or dependents that lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

**Section 6. Part Time Employee's Insurance Premiums.** The City shall provide eligible, Part-time, Type "B", employees with a prorated insurance premium contribution. The calculation will be made by prorating the amount the City will pay for a regular full time employee's health insurance election according to the number of hours the part-time employee is scheduled to work, plus an additional 5%\* (\*but in no event shall a part-time employee receive a greater city contribution amount than provided for a full time employee). The difference becomes the employee's share of the insurance premium. To illustrate, a regular part-time employee who works 80% of a full-time schedule whom elects to enroll in medical/dental/vision coverage offered, shall receive the benefit of the City paying an amount towards their elected coverage that is equal to 85% of that provided for a regular full time employee.

Section 7: The City shall reimburse any EBA member for a fitness membership subject to the following provisions:

- The maximum monthly reimbursement shall not exceed twenty dollars (\$20) per month;

- Each participating member must attend the gym a minimum of eight (8) times in the preceding month to be eligible for reimbursement;
- Reimbursement will be disbursed as an allowance once a receipt for services and verification of attendance is submitted for approval to the supervisor and entered on the time sheet.

## **Article 12 - Sick Leave**

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Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of coworkers or the public, or as otherwise provided by law or this Article.

**Section 1. Accrual.** All full-time employees of the City shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after completion of twelve (12) months of continuous employment. Sick leave thereafter shall accrue at the rate of eight (8) hours each calendar month of continuous employment; for those hired before January 1, 2001 there is no maximum accrual limitation. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

Eligible regular part-time type "B" employee sick leave accrual is pro-rated in accordance with their reduced work schedule.

For those hired after January 1, 2001, sick leave may be accumulated to a maximum of 1,200 hours.

**Section 2.** Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

Earned vacation leave and compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

**Section 3. Sick Leave Payoff.** Individuals hired after January 1, 2001 are not eligible for sick leave payoff.

Employees hired before January 1, 2001, who separate from City employment voluntarily, via a reduction in workforce, or by death are eligible to be paid for accrued but unused sick leave in accordance to the following formulas/schedules:

- An employee, upon (1) regular retirement or death, (2) disability retirement after at least 20 years of service with the City, or (3) early retirement after at least 20 years of service with the City, shall be paid for up to, but not in excess of 120 days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his credit earned after May 1, 1979 in accordance with the schedule set forth below.

For those employees hired on or before July 1, 1984, accrued but unused sick leave will be cashed out at the employees base hourly rate of pay upon termination according to the following formula:

Years of Service	Amount to be Paid
Less than 10 years of full-time employment	None
After 10 years of full-time employment	12.5% of accrued unused SL
After 15 years of full-time employment	25% of accrued unused SL
After 20 years of full-time employment	37.5% of accrued unused SL
After 25 years of full-time employment	50% of accrued unused SL

Employees hired after July 1, 1984, accrued but unused sick leave will be cashed out, to a maximum accrual of 1200 hours, at the employees base hourly rate of pay upon termination according to the following formula:

Years of Service	Amount to be Paid	Maximum Payout for those hired after 7-1-84
Less than 10 years of full-time employment	None	-NA-
After 10 years of full-time employment	12.5% of accrued unused sick leave	150 hours
After 15 years of full-time employment	25% of accrued unused sick leave	300 hours
After 20 years of full-time employment	50% of accrued unused sick leave	600 hours

\*Upon death of an employee the legal beneficiary shall be paid at the 50% rate.

*For example, an employee with 15 years of service with an hourly base rate of pay of \$14.50 per hour that has a balance of 900 hours sick leave upon voluntary termination would receive a sick leave payout as follows: 900 sick leave hours multiplied by 25% = 225 hours multiplied by \$14.50 equals \$3,262.50.*

**Section 4. Coordination of Benefits.** Whenever a request for sick leave is approved, the employee who was absent from employment and whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his regular salary and any amounts payable to such employee as time loss compensation under the provisions of the Washington State Industrial Insurance Act, as the same now exists or is hereafter amended, for such time as he was absent from employment. Sick leave used for such coordination of benefits shall be prorated and the appropriate percentage of each time loss day reduced from the employee's accrued sick leave balance. No sick leave payment shall be paid for any absence from employment in excess of the accumulated sick leave of the employee. (See Occupational Disability Allowance, Article 14 of this contract.)

**Section 5. Family Illness Usage.** Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this section, immediate family is defined as spouse, dependent children incapable of self-care and parents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

**Section 6. Medical and Dental Appointments.** Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

**Section 7. Reporting and Approval Procedure.** Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable. Employees who fail to properly notify the department of an absence are subject to disciplinary action.

**Section 8. Medical Verification.**

The City may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and /or of an employee's ability to continue the full performance of his or her duties. Generally, when an employee misses three or more consecutive workdays due to illness they will be required to provide medical verification to ascertain their fitness to return to duty prior to reinstatement.

Section 9. Catastrophic Leave. In order to maintain quality of life for the city's workforce the City has adopted a policy which permits City employees to voluntarily donate accumulated vacation or compensatory time off to another employee who exhausts or is likely to exhaust accumulated paid leave due to a non-occupational FMLA qualifying catastrophic medical condition of the employee or an immediate household member that would otherwise likely cause the employee to take unpaid leave or terminate employment. Upon review of this policy, EBA has adopted the policy in its entirety and without revision for use of Union members.

## **Article 13 - Bereavement Leave**

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**Section 1.** Five (5) full working days without deduction from accumulated vacation or sick leave may be taken upon the death of a spouse. Three (3) full working days without deduction from accumulated vacation or sick leave may be taken in the event of the death of the following members of an employee's immediate family: son, daughter, mother, father, brother, sister, grandparent, stepson, stepdaughter, stepfather, stepmother, father-in-law, mother-in-law, or grandchild.

**Section 2.** One (1) full working day without deduction from accumulated vacation or sick leave may be taken in the event of the death of the following close relative. Close relative shall be by blood or marriage and will include son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts and uncles or foster child living in the household.

Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall **not exceed the workday provisions allocated for bereavement.**

Section 3. If necessary, seven (7) additional working days may be allowed with the approval of the Department Head and concurrence of the City Manager. Each day so allowed shall be deducted from the employee's vacation leave or sick leave at the employee's discretion.

## **Article 14 - Occupational Disability Allowance**

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Section 1. Whenever any full time salaried employee shall suffer a service incurred disability, where such employee is entitled to receive time loss compensation under the Washington State Industrial Act, and such employee has used up all accrued sick leave benefits and received payment as provided in Section 4, Article 12 of this Contract, the City will pay to such disabled employee an occupational disability allowance equal to the difference between the prorated regular salary of such employee and the amount of State compensation to which such employee is entitled to receive as time loss, for a maximum period of not to exceed thirty (30) calendar days absent from work after the exhaustion of sick leave benefits. An employee is entitled to a maximum of thirty (30) calendar days accumulation of this Occupational Disability Allowance during his/her entire period of employment with the City. After the payment of such occupational disability allowance for the maximum period of thirty (30) calendar days, such employee shall not be entitled to receive any further benefits. (See Article 16 – Other Leaves of Absence).

## **Article 15 - Jury Duty**

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In the event any full time employee is called for jury duty, such employee shall be granted a leave of absence without loss of compensation. Any compensation, which such employee shall receive by reason of having served as a juror, may be retained by such employee in addition to such employee's regular compensation. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually serving as a juror. In the event that an employee is called for jury duty and excused, prior to the end of his or her work day, such employee shall report back to work immediately and continue normal work activities until again called for jury duty.

Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time if testimony is required by the City. Service as a witness or party to non-job related matters shall be charged against the employee's vacation, floating holiday or comp time balance or may be taken as unpaid leave at the option of the employee and upon department supervisor approval.

## **Article 16 – Other Leaves of Absence**

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Section 1. Family, Medical and Parental Leave. Employees shall be granted Family Medical Leave and parental leave for qualifying events and/or conditions in accordance with State law and/or the federal Family and Medical Leave Act and City policy. Disability leave due to pregnancy or

childbirth will be granted in addition to time off for family medical leave. Employees will be required to exhaust all paid leave accruals, before leave without pay will be authorized.

**Section 2. Military Leave.** Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from employment, not to exceed fifteen (15) workdays during each calendar year. Such leave shall be granted in order that the person may take part in active training duty or active duty in such manner and at such times as he or she may be ordered to active training duty or active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the fifteen workday period of military leave, the employee shall receive from the Employer his or her normal pay.

**Section 3. Other Leaves of Absence.** Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves. Approval of leave requests is solely within the discretion of the City.

- A. All requests for leaves of absence or extensions shall be submitted in writing to the department head or his/her designee and approved in advance by the City manager or authorized designee, prior to the effective date. Employees on leave of absence of 90 days or more will be required to submit to the City's pre-employment medical examination and drug screen process prior to returning to regular duty.
- B. For unpaid leaves of thirty (30) calendar days or more, salary anniversary and seniority shall be adjusted by the full amount of the unpaid leave. Failure to return from leave shall be treated as job abandonment and may be the basis for termination.
- C. Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head and Human Resources, the employee must exhaust accumulated vacation, floating holidays and comp time before going on unpaid status.

**Section 4. Mandatory leave.** The Department Head, after consulting with the Human Resources Director or City Manager, may place an employee on an appropriate category of leave, to include unpaid time off, if it can be reasonably concluded that he/she cannot be permitted to work without risk to the health and safety of the employee, coworkers or the public. Both parties agree that in no way is mandatory leave to be used as a form of employee discipline

## **Article 17 - Termination of Employment**

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**Section 1.** An employee wishing to leave the City service in good standing shall file with the Department Head at least two weeks before leaving, a written statement as to the reasons for leaving and the effective date. The time limit of the resignation may be waived at the discretion of the Department Head concerned. The Department Head shall forward a copy of the resignation to the Human Resources Director. Failure on the part of the employee to comply with these regulations may be grounds for denial of future employment.

Section 2. Any employee leaving City employment may request an exit interview with the Human Resources Director to convey information they believe will improve or enhance present operation procedures.

Section 3. Employees who intend to retire should provide a minimum of thirty days written notice of the intended retirement date.

Section 4. Abandonment of Position. An employee shall be considered to have resigned via abandonment of his/her position based on any of the following circumstances:

- 1) Absence for three (3) consecutive days without notice or approval\*
- 2) Failure to return from leave of absence following the last day of approved leave after three (3) consecutive days without notice or approval\*

\*Subsequent approval may be granted for occurrences that are beyond the employee's control.

## **Article 18 - Grievance Procedure**

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Section 1. A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement. A grievance shall be brought to the attention of the employer or its designated representative within **ten (10)** calendar days of the date when the employee became aware of the matter. All grievances which cannot be resolved informally between an employee and the employee's supervisor shall be resolved through the following procedure:

**STEP 1:** After the supervisor has received the grievance in writing, the supervisor shall have ten (10) calendar days within which to respond in writing. If the grievance is not resolved at this level, and if the Association's representative, after reviewing all the facts of the case known by the parties to that time, believes that the basis for a grievance exists, the employee and the employee's representative may submit the grievance to the Department Head within ten (10) calendar days. The grievance shall set forth a statement of the pertinent facts, the provision or provisions of this Agreement, which are alleged to have been violated and the relief requested. The Department Head shall have ten (10) calendar days after its presentation to attempt to resolve the grievance.

**STEP 2:** If the grievance is not settled within the time frame indicated in Step 1 and the employee and the Association wishes to pursue it further, it shall submit the grievance in writing to the City Manager within ten (10) calendar days of the response from the Department Head, setting forth the facts involved, the provision or provisions of this Agreement alleged to have been violated, and the relief sought. The City Manager shall have ten (10) calendar days after receiving the grievance to provide his/her response. The Association may appeal the City Manager's decision to the Arbitration procedure as set forth in Article 19 within fifteen (15) calendar days from receipt of the City Manager's decision.

Section 2. Any time limits specified in this grievance procedure may be waived by mutual agreement of the parties. Failure by the employee or the Association to submit the grievance in accordance within these time limits without such waiver shall constitute an abandonment of the grievance.

## **Article 19 - Arbitration Procedure**

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Section 1. If, after fifteen (15) calendar days from receipt of the City Manager's reply, the grievance remains unresolved, the Association (with the written consent of the employee) may submit the grievance to arbitration. Such submission shall be in writing, delivered to the Department Head of the grieving employee with a copy to the City Human Resources Department.

**Selection of an Arbitrator:** Upon timely submission of a grievance to arbitration, the parties shall attempt to select an arbitrator to hear the matter. If the parties are unable to agree upon an arbitrator within ten (10) calendar days of the request for arbitration, the party initiating the grievance will request from the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) a list of seven arbitrators from the Oregon-Washington Region. The cost of the list, if applicable, will be equally borne by both parties. The arbitrator will be chosen from the list either by mutual agreement or by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The party striking the first name shall be determined by the flip of a coin. The Association representative shall call heads or tails during the coin toss, with the City representative tossing the coin.

An agreed upon Arbitrator shall hear the issue in accordance with the following procedure:

- A. The power of the Arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The decision of the Arbitrator shall be based solely on the evidence presented at the Arbitration hearing. The decision of the Arbitrator within these stated limits shall be final and binding on both parties, and it shall be rendered within thirty (30) calendar days from the date the hearing is concluded. Only one dispute or grievance shall be the subject of any arbitration unless the parties mutually agree to the contrary.
- B. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the Arbitrator which grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement. In the case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the Arbitrator which shall allow any accruals for more than ten (10) calendar days prior to the date when such grievance shall have first been presented.
- C. Each party shall be completely responsible for all costs of preparing and presenting its own case, and for compensating its own representatives and witnesses (including employees released from duty to appear on behalf of the Association). If both parties desire a record of the proceedings, the cost shall be shared equally by the parties.
- D. In the event the Arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

**Section 2.** No time limits specified in this Article may be waived **except by mutual agreement.** Failure by the employee or the Association to submit the grievance in accordance with these time limits shall constitute an abandonment of the grievance.

**Section 3.** It is specifically understood that any matters not included in this Agreement, including statutory provisions of Washington State Law, shall not be considered as proper bases for a grievance or subject to the grievance procedure set forth herein.

**Section 4.** The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure, which it believes in good faith, lacks sufficient merit.

**Section 5.** Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.

**Section 6.** All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

## **Article 20 - Discipline/Discharge/Suspension**

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**Section 1.** Probationary periods shall be as defined in Article 5.

**Section 2. New Hires.** The employer may discipline or discharge an employee at any time during an initial probationary period if in the opinion of the Department Head, the probationary employee will not be able to successfully learn and perform the job for which he/she was hired. Such discipline or discharge shall not be subject to appeal.

**Section 3. Promoted/Transferred Employees.** If in the opinion of the Department Head, the employee is unable to successfully learn and perform the job for which he/she was promoted or transferred to during their probationary trial period, the employee shall be permitted to bump back to their former EBA position as provided in Article 5, section 3. Such “bump back” or promotional disqualification shall not be subject to appeal.

**Section 4. Corrective Action Processes.** Regular employees may be disciplined in the form of a verbal warning, written warning, suspension, demotion or discharge for just cause except that verbal warnings are not grievable and grievances concerning written warnings may not be processed beyond step 2 (City Manager). Disciplinary actions taken shall be progressive in nature, with the understanding that the disciplinary action taken will correspond to the seriousness of the violation, e.g., serious violations will generally result in the most serious levels of discipline.

1. In the case of a suspension, demotion or discharge, the supervisor shall meet with the employee, provide a notice setting forth the reason(s) for such action and the employee shall be entitled to respond to the reasons or recommended discipline

before such action is taken. Employees are entitled to Union representation at such meetings.

2. Employees shall be given copies of all disciplinary notices or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation.

**Section 5. Personnel Files.** Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a legitimate business need for the access or as required by state or federal laws.

## **Article 21 - Salaries**

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### **Section 1.**

The City shall provide the following general wage increases as follows:

- A. January 1, 2008 increase all salaries by 3%.
- B. January 1, 2009 increase all salaries by 3%.
- C. January 1, 2010 increase all salaries by 3%.

In the event budgetary constraints result in the need for layoffs of bargaining unit employees, the parties agree to reopen wages for consideration. Both parties understand that any modifications made to the stated Cost of Living Adjustments (COLA's) are subject to mutual agreement.

### **Section 2.**

*Effective January 1, 2003* the EBA salary ranges **were** realigned to a six-step salary structure starting with step "A" and ending with step "F". Upon implementation of this change, individuals that **were** at step "E" for longer than one year **were** moved to step "F". Individuals that **were** at step "E" for less than one year progressed to step "F" on their regular salary anniversary date. These increases, like all employee step increases, will be implemented in accordance to City policies and guidelines.

**Section 3.** The parties agree that the City will conduct a classification and compensation study in 2008. All positions within EBA will be evaluated to determine the appropriate level of classification. If it is determined that the Utility Billing Clerk, Administrative Secretary for Community Development, and Transit Secretary are inappropriately classified and are due additional compensation, such increases will be retroactive to January 1, 2008.

## **Article 22 - Seniority**

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**Section 1.** Seniority shall be the length of continuous employment of an employee in a bargaining unit position. Where knowledge, abilities, full-time productivity, work habits and skills are

considered to be substantially equal, the employee with seniority will be given preference in promotion and reduction of force.

**Section 2.** Temporary employees (seasonal workers) are not bargaining unit employees. As such they are not to be given preference for overtime assignments. A temporary employee may only work overtime when/if there is not a bargaining unit employee available to perform the function needed.

## **Article 23 - Tuition Reimbursement**

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The City will conduct or direct the attendance of employees to training activities deemed necessary or as mandated by Federal, State or Local laws. The City shall bear the cost of any such training activities.

**Section 1. Tuition Reimbursement.** Tuition reimbursement is intended to provide an incentive to employees to enhance their job-related knowledge, skills, and abilities through formal education. Classes for which reimbursement is received must be of benefit to the City and either must have a direct relationship to the employee's career with the City or be applicable to a specific, formal degree program from an accredited college or university. Tuition reimbursement shall apply only to classes or training taken on a voluntary basis.

**Section 2.** Reimbursement shall be subject to available funding, prior department head approval, and in accordance with City policy. It is not the City's policy or intent to always reimburse the entire cost of an employee's tuition. The normal practice shall be that where an employee desires to pursue an accredited college course to improve his/her skills or to enhance their opportunities for future promotion, then he/she shall be entitled to reimbursement for tuition, books and fees, provided:

- The class and educational institution are pre-approved by both the Department Head and City Manager.
- Course is work-related, or part of a well-documented employee development and training plan (must be submitted to City Manager/Dept. Head when requesting tuition reimbursement).
- Funds are available within the budget for the department.
- The employee provides proof of successful completion attached to the reimbursement request.
- Under hardship cases the City Manager may advance tuition fees to employee.
- Tuition shall be reimbursed in full upon completion of the course, provided the employee earns a grade of C or better (or a passing mark from those institutions where traditional rating systems are not used).
- Tuition reimbursement will not exceed \$1200 in a given calendar year.

In such situations where an employee receives tuition reimbursements (as defined above) in excess of \$500, and the employee voluntarily resigns from their position with the City, the Employee will be subject to repayment of funds as follows:

<b>Voluntarily Resigns</b>	<b>Percentage of fees/tuition to be remitted back to the City</b>
Within 12 months of completing the	75%

course/program	
Within 13 to 24 months of completing the course/program	50%
Within 25 to 36 months of completing the course/program	25%

**Section 3. Compensation for Training/Education.** Computation of work time while attending a training function or in traveling to and from a training function shall be in accordance with the Fair Labor Standards Act.

**Section 4. License and Certifications.** The City shall reimburse or otherwise pay the cost of licenses or certifications, which are required to maintain employment in the current classification. This shall include cases where new requirements are established.

## **Article 24 - Layoff**

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**Section 1.** The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination or contracting out of services/functions or other similar reasons. Management will determine the position(s) to be eliminated. Employees will be laid off from the affected classification(s) in accordance with their seniority and their ability to perform the remaining work available.

Employees who bump downward or accept vacant positions in a lower job position/classification shall be considered laid-off from their former job position/classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

**Section 2. Seniority for Layoff.** Seniority is defined first as all continuous service in a) the person's **position**/classification at time of layoff and then b) continuous service in the bargaining unit. Laid-off employees with bumping/reassignment rights shall be selected to claim vacancies or bump less senior employees as defined in this section.

The following additional considerations shall apply in the event of a layoff or reassignment as warranted:

In the event of a tie in seniority and qualifications, layoff will be determined by: 1) position seniority, 2) bargaining unit seniority, 3) department seniority; 4) Citywide length of service.

When an entire classification is eliminated and replaced with a new classification (for example, Grounds Maintenance Specialist replacing a Grounds Person I), seniority in the former classification shall be added to seniority in the new classification.

Seniority in a homogeneous classification series, e.g., Grounds Person I, II, III, shall be computed as all time in any of the classifications.

Seniority rights shall not be exercised until completion of the required new hire probationary period for the classification. Employees in a promotional probationary period may not bump into other positions in the classification in which they are still on probation.

**Section 3. Selection and Notice.** Employees shall be provided a minimum of fourteen (14) days notice of layoff, two (2) weeks pay in lieu of notice or a combination thereof, based on a formula of one day's pay for each day of notice given below fourteen days. One (1) week notice is required for employees who are bumped to lower classifications. The City may issue contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

**Section 4. Reassignment and Bumping.** Employees facing layoff shall be offered reassignment and bumping rights as indicated below. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of

seniority, qualifications considered. In a bumping situation, the employee may bump only into the position occupied by the most junior employee, not any less senior employee. The order of consideration shall be:

- 1) Vacant positions in the **job** classification from which the employee is being laid off;
- 2) Occupied positions in the employee's job classification held by less senior employees;
- 3) Vacant positions in formerly held job classifications;
- 4) Occupied positions held by less senior employees that the employee has previously held or that are part of a homogeneous job family that the more senior employee would be otherwise qualified to perform because the lower level job duties are inherently understood and/or a component of their current job function i.e. Waste Water Specialist I/II/III.

**Section 5.** Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list for 18 months from the date of layoff. Seniority for recall shall be computed the same as seniority for layoff and bumping.

Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Human Resources shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications, and department needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements from the lists of available vacancies and employees who are being recalled. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Human Resources and the Association.

Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates (see Article 5 Section 2) for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

**Section 6. Recall Procedure.** In the event a person is on lay-off (no longer working at the City in any capacity) notice of recall shall be sent by certified mail to the last address reflected in the employee's official personnel file, and the employee must respond within fourteen (14) calendar days of the date of the notice. If the person is actively employed at the City, informal notification of the recall will be provided and a certified letter to their mailing address is not required.

The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

Employees may be removed from the recall list for any one of the following reasons:

- The expiration of eighteen (18) month from the date of layoff.
- Reemployment in a comparable position or job class.
- Failure to accept employment or report to work in a comparable position or job class for which the employee has the skills and abilities to perform satisfactorily.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last known address on file with the City.
- Failure to respond within fourteen (14) days to a communication regarding availability of employment.
- Request in writing by the laid-off employee to be removed from the list.

**Section 7. Rights Upon Recall.** Employees recalled from layoff shall not forfeit previously accumulated seniority and shall have all unpaid accrued sick leave as of the date of layoff restored. The seniority date shall be adjusted to reflect the time they were not actively working, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

## Article 25—Tool and Clothing Allowance

**Section 1.** In 2008, each employee holding the position of mechanic in Fleet Services will be provided a monthly tool allowance of \$65.00 per month. The amount of tool allowances will be increased by 3% in each successive year of the contract.

**Section 2.** The City agrees to insure for fire and burglary the hand tools (including tool box and electronic test equipment) which are possession of the employee at the employee's place of work or in a City vehicle. Such coverage will only extend to the employee if there is obvious forced entry into the building or city owned vehicle or signs of catastrophic building loss due to fire, earthquake, flood, etc. and/or the tool box. Coverage does not extend to employee negligence such as not securing tools within the tool box, building, and/or city owned vehicle or normal wear and tear/loss of tools. The employee will be responsible to annually digitally photograph all tools that he/she owns and provide the City a copy of such documentation. The camera used for this purpose shall be made available by the City.

**Section 3.** The City will provide a Safety Boot Allowance of \$100.00 per year to employees regularly assigned to field crew classifications and mechanics. The Safety/Risk manager will provide specifications for the footwear to be purchased with this allowance. All employees issued a safety boot allowance will be expected to wear these boots when working.

## **Article 26 – Working Out of Classification**

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An employee shall be eligible for work out of classification (WOOC) premium of at least a one step increase to his/her pay in the lower classification, unless such increase puts him/her beyond the top of the higher range (normally between 4-5%) when qualified and assigned to perform a significant portion of a majority of the essential job functions as outlined in the job description of a position in a higher classification subject to the following conditions:

- The individual is formally assigned to perform the work in writing by the employee's supervisor.
- The assignment receives advance approval of the department head.
- WOOC assignments may only be made to a vacant position (or one that is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment as directed and approved by the department head or his/her designee.
- Upon conclusion of one full pay period in the temporary assignment or if upon the initial assignment the employee assumes the full responsibilities of a vacant position and such assignment is expected to last longer than a full pay period.

## **Article 27 - Savings Clause**

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**Section 1.** Should any article, clause, section, or portion thereof of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereof, directly specified in the decisions; upon the issuance of such a decision the parties agree immediately to negotiate, subject to state statute, a substitute, if possible, for the invalidated article, section or portion thereof.

## **Article 28 - Entire Agreement**

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**Section 1.** The Agreement expressed herein constitutes the total and full Agreement between the parties regarding wages, hours and conditions of employment, and no agreement, whether oral or in writing, nor any representation heretofore or hereafter made by either party to the Agreement, shall add to, delete from, or supersede any of its provisions, unless made in writing and executed by both parties hereto as a supplement of this Agreement.

**Section 2.** The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the Agreement.

## **Article 29 - Termination and Renewal**

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**Section 1.** This Agreement shall be in full force and effect from January 1, 2008 or on its date of execution, whichever is later, through December 31, 2010. Either party to this Agreement, wishing to renew or modify, must notify the other in writing prior to the expiration date or subsequent anniversary date of this Agreement. Such notification shall contain the substance and detail of the

modification or renewal, and the specific language with such desired modification or renewal are to be expressed.

This agreement was signed this 29th day of November 2007 by the following representatives of the City of Longview Employees Bargaining Association and the City of Longview.

**For the Employer:**

**For the Association:**

Bob Gregory

Jeff Coleman

**Witness:**

**Witness:**

Robbie Berg

Janie Hughes

## APPENDIX "A"

The following classifications are those covered under the Agreement with the Longview Employee's Bargaining Association:

Account Clerk	Recreation Coordinator
A/P Clerk/Relief Cashier	Revenue Management Technician
Accounts Payable Specialist	Senior Program Coordinator (Recreation)
Administrative Secretary ( <i>Engineering, Community &amp; Economic Development, Transit, &amp; Library</i> )	Solid Waste Recycling Secretary
B & O/Credit Collections Clerk	Street Utility I
Customer Service Clerk	Street Utility II
Electrician/Maintenance	Street Utility III
Electrician/Telemetering Technician	Stormwater Customer Service Technician
Electronics Technician	Teen Coordinator
Equipment Mechanic	Traffic Utility II
Engineering Technician III	Traffic Technician
Engineering Technician IV	Transit Customer Service Clerk
Facility Attendant	Utility Billing Clerk
Facility Maintenance Technician I	Lead Utility Billing Specialist
Facility Maintenance Technician II	Waste Water Specialist I
Finance Department Aide	Waste Water Specialist II
Fleet Management Specialist	Waste Water Specialist III
GIS Specialist	Water Service Technician I
GIS Technician	Water Service Technician II
Golf Utility II	Water/Sewer Utility Clerk
Golf Utility III	Water Treatment Plant Operator
Groundsperson I	Water Distribution Specialist I
Groundsperson II	Water Distribution Specialist II
Groundsperson III	Water Distribution Specialist III
Groundsperson, Leadworker	
Information Technology Admin Assistant	
Information Technology Technician	
Library Assistant I	
Library Assistant II	
LID Account Clerk	
Mail Courier	
Media Specialist	
Receptionist/Clerk/Typist (Park & Rec.)	

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### Memorandum of Understanding

Upon ratification of the 2001-2003 labor agreement both parties agreed that Susan Chamberlain **would** be grandfathered with regard to sick leave cash-out provisions as indicated below regardless of her employment date:

Employees hired before 1-1-01, who separate from City employment voluntarily, via a reduction in workforce, or by death are eligible to be paid for accrued but unused sick leave in accordance to the following formulas/schedules:

Payment of unused sick leave will be made at the rate at which it was earned and as shown on the official sick leave record with no maximum accrual limitations, according to the following formula:

Years of Service	Amount to be Paid
Less than 10 years of full-time employment	None
After 10 years of full-time employment	12.5% of accrued unused sick leave
After 15 years of full-time employment	25% of accrued unused sick leave
After 20 years of full-time employment	37.5% of accrued unused sick leave
After 25 years of full-time employment	50% of accrued unused sick leave