

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
FEBRUARY 17, 2026
6:00 PM**

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - a. Pledge of Allegiance
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
- E. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- F. Presentations
- G. Department Reports
- H. Council Business
 - 1. Municipal Employees Union Contract for 2026 – 2028
 - 2. Uniformed Officers Union Contract for 2025 - 2027
- I. Resolutions
 - 1. Resolution No 751 – Tourism Funding
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MAR 2, 2026 AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: February 17, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The consent agenda includes the following:

Minutes of the February 02, 2026 regular council meeting, second pay period January checks # 60502 – 60513, 901985 direct deposit 2/10/2026 in the amount of \$117,878.33, February 11, 2026 claims checks # 60494 – 60501, 60514 – 60541, 901986 - 901988 in the amount of \$139,330.94.

FISCAL IMPACT:

Payroll checks in the amount of \$117,878.33, claims checks in the amount of \$139,330.94.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
February 2, 2026
6:00 PM**

Mayor Pro Tem Danielle Clevidence called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

OATH OF OFFICE

Shelly Enderby administered the oath of office to Steve Johnston

ROLL CALL

Council Present: Council Member Steve Johnston, Council Member Theone Wheeler (zoom), Council Member Brian Paul, Council Member Andy Halm, Council Member Danielle Clevidence, Council Member Nathaniel Hill

Motion: I move to excuse Council Member Loren Meagher, and Council Member, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Andy Halm
Motion Passed Unanimously

Staff Present (Not Voting): City Administrator Sandy Wells, Clerk Treasurer Shelly Enderby, Police Chief Mike Smith, Fire Chief Noah Halm

Council Member Loren Meagher joined the meeting via Zoom at 6:06pm

CLOSED PUBLIC COMMENT

No Public Comment

Public Hearing

No Public Hearing

AGENDA AND CONSENT AGENDA

Motion: I move to approve the agenda and consent agenda with the amendments, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

PRESENTATIONS

No Presentations

DEPARTMENT REPORTS

Chief Mike Smith – Last month we had about 230 calls for service and nine arrests. Four of those arrests were theft related and five of them were warrant related. We are doing some research on a public disclosure program

Fire Chief Noah Halm – We had a couple chimney fires so make sure you are checking your chimney's

City Administrator Sandy Wells – We received notification from the mayor that Jonathan Lewis is replacing Miland for the Columbia Housing Authority

COUNCIL BUSINESS

Lodging Tax Application Funding Recommendation by Council Member Andy Halm- The Event Committee has reviewed the submitted applications (please see attached applications) on January 26th, 2026. The committee collectively lowered all application amounts by 20% for each application amount requested with the exception of the Chamber of Commerce and the Brighter Goldendale Christmas Committee.

Council Member Steve Johnston – Questions the amount of money that is given to the Chamber of Commerce

Council Member Danielle Clevidence – Was concerned about the dollar amount that was given out this year

Council Member Nathaniel Hill – Suggested implementing a different stricter application depending on the monetary value

Council Member Danielle Clevidence – That could be talked about in an events committee meeting, and they could bring that back to council

Motion: I move to approve the funding of the Lodging Tax Applications as presented,

Action: Motion, **Moved by** Council Member Nathaniel Hill, **Seconded by** Council Member Brian Paul

Ayes: Council Member Danielle Clevidence, Council Member Brian Paul, Council Member Theone Wheeler, Council Member Andy Halm, Council Member Nathaniel Hill, Council Member Loren Meagher

Nays: Council Member Steve Johnston

Abstain: None

Motion Passed (summary: Ayes = 6, Nays =1, Abstain =0)

Ordinance Committee Update by Council Member Daniel Clevidence- The Ordinance Committee met on January 13, 2025 to discuss Ordinance #1552 changing the speed limit on 21st street to 15 mph. The Ordinance Committee has a recommendation they would like to present to council for a consensus in regard to 21st Street. They recommend adding two stop signs, one at Benson Ct and the other one at Chatfield. That will help negate some of the issues that are happening there and also a flashing speed sign east of Benson Ct. on 21st Street and keeping the speed limit at 25mph

Council Member Andy Halm- Doesn't believe the stop signs will help that the speed limit needs to be lowered

Council Member Brian Paul – Agrees with Andy but does think the stop signs will be a big help

Council Member Steve Johnston – With the street not being very wide and having cars parked on both sides would like to see crosswalks

Council Member Danielle Clevidence – In the ordinance committee meeting we talked about construction moving forward to have wider streets as long as it meets the criteria so we would not lose our TIB Funding

The Council gave consensus to move forward with two stop signs and a flashing sign

Council Member Danielle Clevidence – The other thing that was talked about was changing the speed limit from N. Columbus from the bridge overpass for the Little Klickitat River to North of the City limits back to 25mph. It is the only place within city limits that is over 25mph and there is a line of site issue when coming off Byers or High Street that makes it difficult for people to see

RESOLUTIONS

Res No. 750 – Property Surplus by Noah Halm - The Fire Department wishes to surplus a fire command vehicle that is a 2008 Ford Explorer. The city of Bingen Fire Department has agreed to accept the surplus command vehicle in its “as is” condition.

Motion: I move to adopt Resolution No. 750 to surplus a 2008 Ford Explorer, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

ORDINANCES

No Ordinances

REPORT OF OFFICERS

Council Member Steve Johnston – Wanted to touch base with Noah about the fire situation

Fire Chief Noah Halm – The County got a grant last year and they have a company that uses a computer system to light fires in certain areas to show where the fire would spread to. We just got done with that, so I am hoping very soon to have a presentation for council

Council Member Theone Wheeler – Wanted to know if we have a presentation set up for the 5G Safety and also about the County grant for the animals.

City Administrator Sandy Wells – I am waiting for an email back then we will schedule it in March. We met with a commissioner about the grant they were waiting on one of the departments to give them a budget and a plan for how it would be ran. They said they would get back to us

Council Member Andy Halm – On Valentine Day at the American Legion at 6pm the Goldendale Pride Alliance is putting together an adult prom all are welcome

Council Member Nathaniel Hill – Wanted to thank the city for having us go to the AWC Event it was very beneficial and would like to have further discussion about that as a group

Council Member Danielle Clevidence – May 2nd is the citywide cleanup if you would like to help with that, please contact me. City Action Days were fantastic we had some great discussions with both our representatives and the senator. Dave wanted to say thank you and to express his appreciation to everyone for all the prayers

OPEN PUBLIC COMMENT

Sherry Bloodgood, Goldendale – Wanted clarification on where exactly the right of way is and the proper procedure for disposing a deceased cat that is not in the right of way

Chief Mike Smith – Anything from your house up to the curb is your responsibility and Republic does take deceased animals, or you can bury them in your yard

EXECUTIVE SESSION

Personnel Matter RCW 42.30.110 (1) (B) - The Council went into executive session at 6:57pm for 15 minutes to discuss personnel matter RCW 42.30.110 (1) (B). The council came out of executive session at 7:12 pm.


ADJOURNMENT

7:12 PM

Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Andy Halm, Seconded by Council Member Danielle Clevidence. Motion passed unanimously.

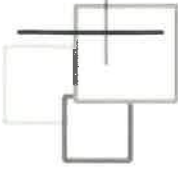


Sandy Wells City Administrator



Shelly Enderby, Clerk Treasurer

Register



Fiscal: 2026
 Deposit Period: 2026 - Feb 2026
 Check Period: 2026 - Feb 2026 - 1st Council Feb 2026

| Number | Name | Print Date | Clearing Date | Amount |
|-----------------|--|------------|---------------|-------------|
| 20016310 | 1st Security Bank of Washington | | | |
| Check | | | | |
| 60494 | Klickitat County Public Works | 1/29/2026 | | \$57,237.89 |
| 60495 | Nathaniel Hill | 1/29/2026 | | \$323.36 |
| 60496 | Stearns Bank N.A. | 1/29/2026 | | \$1,360.07 |
| 60497 | Umpqua Bank | 2/2/2026 | | \$6,681.23 |
| 60498 | Allyns Building Center | 2/2/2026 | | \$246.72 |
| 60499 | Allyns Building Center | 2/2/2026 | | \$50.28 |
| 60500 | S&S Auto Value | 2/2/2026 | | \$146.52 |
| 60501 | America's Phone Guys | 2/2/2026 | | \$911.09 |
| 60514 | Hattenhauer Energy Co LLC | 2/3/2026 | | \$1,510.51 |
| 60515 | Republic Services Inc | 2/3/2026 | | \$892.47 |
| 60516 | Klickitat PUD | 2/11/2026 | | \$15,332.06 |
| 60517 | Goldendale City of | 2/11/2026 | | \$3,851.88 |
| 60518 | WA St Dept of Ecology | 2/11/2026 | | \$3,341.00 |
| 60519 | 1st Class Office Solutions LLC | 2/17/2026 | | \$262.57 |
| 60520 | Alumichem | 2/17/2026 | | \$1,583.33 |
| 60521 | Anatek Labs Inc | 2/17/2026 | | \$119.00 |
| 60522 | Bishop Sanitation Inc | 2/17/2026 | | \$75.00 |
| 60523 | Blue Mountain Networks LLC | 2/17/2026 | | \$866.65 |
| 60524 | Bohn's Printing | 2/17/2026 | | \$223.27 |
| 60525 | Christopher R Lanz Law Office LLC | 2/17/2026 | | \$500.00 |
| 60526 | David Brotherton | 2/17/2026 | | \$99.00 |
| 60527 | Facet | 2/17/2026 | | \$8,264.75 |
| 60528 | Goldendale Sentinel | 2/17/2026 | | \$447.00 |
| 60529 | IBS Incorporated | 2/17/2026 | | \$117.83 |
| 60530 | Krystal L Smith | 2/17/2026 | | \$1,675.00 |
| 60531 | Life Flight Network Foundation | 2/17/2026 | | \$25.00 |
| 60532 | Lori Lynn Hocr Attorney at Law | 2/17/2026 | | \$2,842.50 |
| 60533 | Mascott Equipment | 2/17/2026 | | \$1,854.05 |
| 60534 | MES Service Company, LLC | 2/17/2026 | | \$4,847.82 |
| 60535 | One Call Concepts Inc | 2/17/2026 | | \$15.29 |
| 60536 | Optimist Printers | 2/17/2026 | | \$101.14 |
| 60537 | O'Reilly | 2/17/2026 | | \$243.37 |
| 60538 | QTopod | 2/17/2026 | | \$2,475.00 |
| 60539 | Radcomp Technologies | 2/17/2026 | | \$10,609.94 |
| 60540 | Teresa D Johnson CPA Inc | 2/17/2026 | | \$7,400.58 |
| 60541 | Vic's Auto & Supply | 2/17/2026 | | \$200.33 |

| Number | Name | Print Date | Clearing Date | Amount |
|---------------|--------------------------------|------------|-----------------|---------------------|
| <u>901986</u> | HSA Bank Employee Plan Funding | 2/17/2026 | | \$15.75 |
| <u>901987</u> | Invoice Cloud | 2/11/2026 | | \$324.20 |
| <u>901988</u> | PAYA | 2/11/2026 | | \$2,257.49 |
| | Total | | Check | \$139,330.94 |
| | Total | | 20016310 | \$139,330.94 |
| | Grand Total | | | \$139,330.94 |

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as shown on Check numbers 60494 through 60501, 60514 through 60541, 901986 through 901988, in the amount of \$139,330.94, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 11 day of February, 2026.



Shelly Enderby, Clerk-Treasurer

Register Activity

Fiscal: 2026
 Period: 2026 - Feb 2026
 Council Date: 2026 - Feb 2026 - 2nd Council Feb 2026, 2026 - Feb 2026 - 1st Council Feb 2026

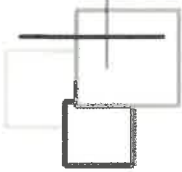
| Reference | Date | Amount | Notes |
|---|--|--------------------|---|
| Reference Number: 60494 RW16-2025 | Klickitat County Public Works 12/31/2025 | \$57,237.89 | Civil Work Charges for 2025 |
| Reference Number: 60495 Invoice - 1/29/2026 10:27:09 AM | Nathaniel Hill 1/29/2026 | \$323.36 | AWC City Action Days Reimbursement |
| Reference Number: 60496 1959335 | Stearns Bank N.A. 1/29/2026 | \$1,360.07 | Genie Lift |
| Reference Number: 60497 Invoice - 2/2/2026 11:03:37 AM | Umpqua Bank 2/2/2026 | \$6,681.23 | Credit Cards |
| Reference Number: 60498 Invoice - 2/2/2026 12:40:06 PM | Allyns Building Center 2/2/2026 | \$246.72 | Core |
| Reference Number: 60499 | Allyns Building Center | \$50.28 | |
| 393080 | 1/6/2026 | \$1.26 | Screws |
| 393101 | 1/7/2026 | \$19.36 | Suede Gloves |
| 393110 | 1/7/2026 | \$8.06 | Sealant, Washers, Phillips Pan |
| 393125 | 1/7/2026 | \$12.51 | Pin Hinge, Flat Hinge |
| 393322 | 1/14/2026 | (\$8.20) | Return Screws, Sealant, Washers, Phillips Pan |
| 393562 | 1/22/2026 | \$3.11 | Slip Cap |
| 393661 | 1/27/2026 | \$10.60 | Slip Cap |
| Invoice - 2/2/2026 12:38:25 PM | 2/2/2026 | \$3.58 | S/C |
| Reference Number: 60500 | S&S Auto Value | \$146.52 | |
| 7394941 | 12/2/2026 | (\$246.72) | Return RX PRG Kit , Air Dryer |
| 741517 | 12/30/2026 | \$45.41 | Anti Gel |
| 741545 | 12/31/2026 | \$19.43 | ADHE |
| 741547 | 2/2/2026 | \$213.33 | Acetylene Tanks |
| 741864 | 1/5/2026 | \$4.64 | 3 PC Power Drill |
| 741995 | 1/6/2026 | \$64.29 | Wiper Blades |
| 741998 | 1/6/2026 | (\$10.56) | Wiper Blades |
| 742002 | 1/6/2026 | \$11.42 | JHN Non Flammable |
| 742957 | 1/21/2026 | \$15.35 | Gloves |
| 743055 | 1/22/2026 | \$29.93 | Masking Tape |

| Reference | Date | Amount | Notes |
|--|---|--|---|
| Reference Number: 60501 3422 | America's Phone Guys 2/2/2026 | \$911.09 \$911.09 | Phones |
| Reference Number: 60514 CL25039 | Hattenhauer Energy Co LLC 1/31/2026 | \$1,510.51 \$1,510.51 | Fuel |
| Reference Number: 60515 0487-001000830 | Republic Services Inc 1/31/2026 | \$892.47 \$892.47 | Garbage Service |
| Reference Number: 60516 Invoice - 2/11/2026 8:07:07 AM | Klickitat PUD 2/11/2026 | \$15,332.06 \$15,332.06 | Utilities |
| Reference Number: 60517 Invoice - 2/11/2026 8:13:17 AM | Goldendale City of 2/11/2026 | \$3,851.88 \$3,851.88 | Utilities |
| Reference Number: 60518 26-WA0021121B-1 | WA St Dept of Ecology 2/9/2026 | \$3,341.00 \$3,341.00 | 2026 Water Quality Program WWTP |
| Reference Number: 60519 30614 | 1st Class Office Solutions LLC 1/29/2026 | \$262.57 \$262.57 | Postage Machine Ink |
| Reference Number: 60520 INV26700 | Alumichem 1/23/2026 | \$1,583.33 \$1,583.33 | Drum Polymer |
| Reference Number: 60521 2602949 | Anatek Labs Inc 2/6/2026 | \$119.00 \$119.00 | Fecal and Bacteria Testing |
| Reference Number: 60522 I16368 | Bishop Sanitation Inc 2/2/2026 | \$75.00 \$75.00 | Airport Port O Pottie |
| Reference Number: 60523 313083 | Blue Mountain Networks LLC 2/11/2026 | \$866.65 \$866.65 | Internet Service |
| Reference Number: 60524 9772 9773 9774 | Bohn's Printing 1/28/2026 1/28/2026 1/28/2026 | \$223.27 \$153.21 \$34.49 \$35.57 | Copies CityHall Copies FD Copies PD |
| Reference Number: 60525 5A0128223 5A0128224 | Christopher R Lanz Law Office LLC 1/29/2026 1/29/2026 | \$500.00 \$300.00 \$200.00 | Malynda Belvedere Bobby Jones |
| Reference Number: 60526 26012901 | David Brotherton 1/29/2026 | \$99.00 \$99.00 | Configure Portable Radios |

| Reference | Date | Amount | Notes |
|--------------------------------|--|-------------------|---|
| Reference Number: 60527 | Facet | \$8,264.75 | Goldendale CAO 2026 |
| 007009Z | 2/10/2026 | | |
| Reference Number: 60528 | Goldendale Sentinel | \$447.00 | Public Hearing Speed Limit Change |
| 158791 | 12/24/2026 | \$96.00 | Ord No 1554 |
| 158792 | 12/24/2026 | \$54.00 | Ord No 1553 |
| 158793 | 12/24/2026 | \$45.00 | Ord No 1551 |
| 158794 | 12/24/2026 | \$36.00 | Var #25-02 |
| 158805 | 12/31/2026 | \$216.00 | |
| Reference Number: 60529 | IBS Incorporated | \$117.83 | Return Grinding Wheel |
| 884547-1 | 8/22/2025 | (\$298.58) | Glass Cleaner |
| 884960-4 | 8/22/2025 | \$124.76 | Ripper Cut off Wheel, Flood Light, Drap Set |
| 896789-1 | 1/23/2026 | \$291.65 | |
| Reference Number: 60530 | Krystal L Smith | \$1,675.00 | Janitorial Services |
| 919931 | 2/2/2026 | \$1,675.00 | |
| Reference Number: 60531 | Life Flight Network Foundation | \$25.00 | Membership Greenfield |
| 0528786 | 2/2/2026 | \$25.00 | |
| Reference Number: 60532 | Lori Lynn Hctor Attorney at Law | \$2,842.50 | Michael T Morgan |
| 4A0337432 | 1/29/2026 | \$1,275.00 | Constance Wells |
| 5A0071435 | 1/29/2026 | \$1,055.00 | Roy Saling |
| 5A007168 | 1/29/2026 | \$512.50 | |
| Reference Number: 60533 | Mascott Equipment | \$1,854.05 | Repair Air Tower Issue |
| 644279 | 12/31/2025 | \$1,854.05 | |
| Reference Number: 60534 | MES Service Company, LLC | \$4,847.82 | Thermal Imager, Truck Charger, Carabiner Mount |
| IN2438232 | 2/10/2026 | \$4,847.82 | |
| Reference Number: 60535 | One Call Concepts Inc | \$15.29 | Excavation Notifications |
| 6019088 | 1/31/2026 | \$15.29 | |
| Reference Number: 60536 | Optimist Printers | \$101.14 | Business Cards Theone Wheeler |
| 65164 | 2/5/2026 | \$101.14 | |
| Reference Number: 60537 | O'Reilly | \$243.37 | Capsule |
| 2535-416209 | 12/4/2026 | \$10.06 | 95 Ford F-250 Parts |
| 2535-416939 | 12/8/2026 | \$40.91 | Rad Cap Kit |
| 2535-418163 | 12/16/2026 | \$184.89 | Return Starter |
| 2535-418209 | 12/16/2026 | (\$338.94) | |

| Reference | Date | Amount | Notes |
|---------------------------------|---------------------------------------|--------------------|------------------------------|
| Reference Number: 60537 | O'Reilly | \$243.37 | |
| 2535-421198 | 1/5/2026 | \$135.51 | Antifreeze |
| 2535-421202 | 1/5/2026 | \$29.04 | Seal Repr |
| 2535-421375 | 1/6/2026 | \$45.06 | Brake CLN |
| 2535-422341 | 1/12/2026 | \$14.24 | Oil Filter |
| 2535-424401 | 1/26/2026 | \$122.60 | Floor Dry |
| Reference Number: 60538 | QTpod | \$2,475.00 | |
| 1307-SP2026 | 2/10/2026 | \$2,475.00 | Cell Plan Renewal |
| Reference Number: 60539 | Radcomp Technologies | \$10,609.94 | |
| 10359 | 1/27/2026 | \$1,343.92 | Owl Equipment |
| 10555 | 2/3/2026 | \$9,266.02 | IT Services |
| Reference Number: 60540 | Teresa D Johnson CPA Inc | \$7,400.58 | |
| 7796 | 1/31/2026 | \$7,400.58 | Jan 2026 Accounting Services |
| Reference Number: 60541 | Vic's Auto & Supply | \$200.33 | |
| 136972 | 1/5/2026 | \$23.67 | Temp Sensor |
| 137188 | 1/8/2026 | \$78.35 | Hyd Hose Fittings |
| 137545 | 1/14/2026 | \$10.52 | Anti Rust, Fast Flush |
| 138021 | 1/22/2026 | \$34.13 | Gauge Water Temp |
| 138030 | 1/22/2026 | \$19.95 | Oil Dry |
| 138391 | 1/28/2026 | \$33.71 | Ignition Coil |
| Reference Number: 901986 | HSA Bank Employee Plan Funding | \$15.75 | |
| W681952 | 2/4/2026 | \$15.75 | HSA Service Fee |
| Reference Number: 901987 | Invoice Cloud | \$324.20 | |
| 359-2026_1 | 1/31/2026 | \$324.20 | Biller Portal Fee |
| Reference Number: 901988 | PAYA | \$2,257.49 | |
| Invoice - 2/11/2026 9:53:37 AM | 2/11/2026 | \$2,257.49 | Merchant Fees |

Register



| Number | Name | Fiscal Description | Cleared | Amount |
|----------------------|-------------------------------------|--|---------|---------------------|
| 60502 | John Halm | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$147.32 |
| 60503 | Steve Johnston | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$90.74 |
| 60504 | Council Trust Acct. | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$688.80 |
| 60505 | Deferred Comp Program | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$985.50 |
| 60506 | Dept of Labor & Industries | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$3,044.24 |
| 60507 | Dept of Retirement | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$11,537.87 |
| 60508 | Employment Security - PFML | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$823.47 |
| 60509 | Employment Security - WA Cares Fund | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$551.80 |
| 60510 | Employment Security Department | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$201.06 |
| 60511 | Goldendale, City of | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$95.00 |
| 60512 | Washington State Labor Coalition | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$760.00 |
| 60513 | Washington State Support Registry | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$148.87 |
| 901985 | City of Goldendale | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$25,476.12 |
| Direct Deposit Run - | Payroll Vendor | 2026 - Feb 2026 - 1st Council Feb 2026 | | \$73,327.54 |
| 2/3/2026 | | | | \$117,878.33 |

AGENDA BILL: H1

AGENDA TITLE: Municipal Employees Union Contract for 2026-2028

DATE: February 17, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

City staff and union representatives have completed negotiations on a collective bargaining agreement with municipal employees. The agreement covers years 2026 – 2028 (a 3-year agreement). Attached are the red-line version and the final agreement.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE 2026 – 2028 COLLECTIVE BARGAINING AGREEMENT WITH THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES REPRESENTING OUR MUNICIPAL EMPLOYEES

Changes:

Pg 13 – Comp time language change, add buy back program

Pg 15, 17, 19 – Standby change to 1 person in 2027 and increase the compensation from \$2.50 to \$4.00

Pg 22, 23 – Added a vacation schedule for 8 hour shifts and 10 hour shifts

Pg 27 – updated language for sick and vacation donation

Pg 29, 30, 31 – Bereavement Leave updated language, Clothing and boot allowance increase

Pg 34 – updated HSA language

Pg 35 – Wage increase language 2026 – 3%, 2027 – 2%, 2028 – 2%

Pg 36 – updated longevity language

EMPLOYER COUNTER PROPOSALS

November 20, 2025

THIS IS THE EMPLOYER'S WHAT IF
SETTLEMENT PACKAGE PROPOSAL.
EMPLOYER RESERVES THE RIGHT TO ADD
TO, DELETE FROM, MODIFY, CORDINATE
AND CORRELATE THE PROPOSALS AND
COUNTER PROPOSALS.

RESPECTFULLY YOURS, THE MANAGMENT
TEAM

20264-20285

COLLECTIVELY BARGAINED AGREEMENT

between

CITY OF
GOLDENDALE, WASHINGTON

and

COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

REPRESENTING

LOCAL 1533-G
MUNICIPAL EMPLOYEES
(NON-UNIFORMED EMPLOYEES)

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

EFFECTIVE
JANUARY 1, 20264 THROUGH DECEMBER 31, 20285

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ARTICLE I-PREAMBLE

1.1 This Collectively Bargained Agreement hereinafter referred to as the "CBA" is between the City of Goldendale, hereinafter referred to as the "Employer," and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

1.2 The purpose of the Employer and Union in entering into this CBA is to set forth their entire CBA with regard to wages, hours and working conditions so as to promote efficient operations; the morale and security of employees covered by this CBA; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the Employees.

ARTICLE II - RECOGNITION AND CHECK OFF

2.1 Exclusive Bargaining Agent: The CBA recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time non-uniformed Municipal Employees, excluding management personnel and elected officials, in the maintenance division as certified by the Department of Labor and Industries, Case No. SK 1448; and in City Hall, including the non-uniformed Police Department Employees as certified by PERC on July 7, 1993, Case No. 10519-E-93-1739 (adjusted in 1997 to comply with RCW 41.56.430). The Union and Employer agree that the Non-Uniformed and Uniformed contracts shall be bargained separately, and that no Non-Uniformed bargaining unit member shall participate in uniformed personnel negotiations or mediations.

2.2 Recognition of WSCCCE, AFSCME: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.

2.3 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

2.4 Questions about Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

2.5 Signed Dues Deduction Authorization: Current Union members and those who choose to join the Union Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.

2.6 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions shall be remitted to the Union together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

2.7 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer will provide the Union with information about new hires within a reasonable period of time from the date of hire. A Union official shall be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

2.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

2.9 Applicability of Personnel Policy: If the CBA does not specifically address a topic, then the City of Goldendale's Personnel Policy will apply to bargaining unit members.

2.10 Personnel Policies Changes: During the term of this CBA, if the City Council decides to modify the personnel policies referenced in section 2.9 above which would substantially change the wages, hours, or working conditions addressed in the personnel policies of employees covered by this CBA, then the City agrees to negotiate about the changes, including negotiations subsequent to implementation if necessary.

ARTICLE III - NONDISCRIMINATION

3.1 No Discrimination: It is mutually agreed that there shall be no discrimination because of lawful union activity, union membership, race, creed, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, Employees who feel they have been discriminated against shall be

encouraged to use the Grievance Procedure set under this CBA prior to seeking relief through other channels.

ARTICLE IV - DEFINITIONS

The following definitions apply throughout the CBA as used herein, the following terms unless the context indicates another meaning:

- 4.1 Anniversary Date: Original date of hire into the Employer's services, adjusted for leaves without pay, and/or breaks in service.
- 4.2 Bona-Fide Emergency: Inclusive of but not limited to life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action; Acts of God.
- 4.3 Class: A group of positions sufficiently similar in duties, responsibilities, authority, and minimum qualifications to permit combining them under a single title, and to permit an application of common standards for selection and compensation.
- 4.4 Compensatory Time: Time off in lieu of cash payment for overtime except on specially funded projects.
- 4.5 Dismissal: The termination of employment of a regular full-time, regular part-time, Employee pursuant to Article XIX.
- 4.6 Employees: All reference to Employee in this CBA, and designates both sexes. Whenever the male gender is used, it shall be construed to include both male and female employees.
- 4.7 Employer: The City of Goldendale.
- 4.8 Employer's Appointing Authority: The Mayor or his/her designee.
- 4.9 Immediate Family: An employee's immediate family includes the employee's spouse (or registered domestic partner), parents, grandparents, brothers, sisters, children, stepchildren and grandchildren.
- 4.10 Position: A group of duties and responsibilities normally assigned to an employee.
- 4.11 Probationary Period: The six (6) month trial period of employment following initial appointment, promotion or transfer to regular position in the Employer's service (See Article X, Section 10.1: Probationary Employees.) The Employer, upon agreement with the employee, may extend the employee's probation; but in no event shall the probation period be more than nine (9) months

4.12 Promotion/Transfer: If the six month (6) probationary period of an employee who has been promoted/transferred to a new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted/transferred. Any employee who is promoted/transferred to a higher classification, shall be placed at the minimum salary for that class unless that minimum is lower than, or the same as the employee's salary at the time of the promotion/transfer. At no time shall the rate of pay in the higher classification be less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

4.13 Regular Full-Time Employee: An employee who performs bargaining unit work on a full-time basis (forty (40) hours per week)).

4.14 Regular Part-Time Employee: Employees who perform bargaining unit work on a scheduled basis for an indefinite period of time and who has a normal work schedule less than forty (40) hours per week. Said employees are entitled to receive base pay for the position, the opportunity to progress across the pay plan structure in accordance with the length of service, and are also entitled to benefits on a pro rata basis, excluding dental and vision insurance. regular part-time employees work less than eight (8) hours a day, or less than forty (40) hours a week on a permanent basis, for six (6) or more consecutive months.

4.15 Regular Seasonal Employee: Employees hired to work in a regular position more than three (3) months but less than six (6) months. Seasonal employees are not subject to the provisions of this CBA.

4.16 Resignation: The voluntary action by an employee of terminating their employment.

4.17 Seniority: (Definition Only) Seniority for regular fulltime employees and regular part- time employees shall consist of continuous service of an employee (including temporary employee time), that period of time beginning from their date of hire. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of authorized leave of absence without pay or lay-off, the employee will not earn seniority during the period of absence. Seniority terminates when an employee resigns, retires, is discharged or is not rehired within one (1) year of lay off.

4.18 Temporary Employee: Employee(s) hired to work for a defined period of time, in a regular position, or for overload, or special project work, not to exceed three (3) months. Temporary employees shall not accrue benefits, and are not subject to the provisions of this CBA.

4.19 Union: Council 2, Washington State Council of County and City Employees, Local 1533-G, American Federation of State, County, and Municipal Employees, AFL-CIO.

ARTICLE V - MANAGEMENT RIGHTS

5.1 Core Management Rights: The Union agrees that the Employer has core management rights which are controlled by the Employer. The Employer has the exclusive right to make and implement those decisions without negotiations about the decision(s) and the effect(s). Those core rights include but are not limited to the following:

- (a) The right to hire, transfer, promote, and/or lay-off employees;
- (b) The right to adopt, change and/or discontinue operations, practices, and/or the work of employees;
- (c) The right to establish and/or modify job classifications and descriptions;
- (d) The right to adopt and/or modify work rules, procedures, policies and/or directives;
- (e) The right to discipline employees;
- (f) The right to adopt, modify, and/or make any and all budgetary determinations;
- (g) The right to determine and/or change the hours of work;
- (f) The right to make and enforce reasonable safety rules and regulations;
- (g) The right to implement new equipment and procedures;
- (h) The right to determine and declare when an emergency exists and the actions necessary to deal with the emergency. Emergency includes life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications or circumstances, sudden or unexpected occasions for action.

5.2 Cooperation: The Union agrees to give full cooperation in carrying out the functions vested in the Employer for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the CBA or the rules and regulations herein agreed to. Violations by employees of the provisions of this CBA or the rules and regulations referred to above will warrant reasonable disciplinary action.

5.3 Statutory Law: Nothing in this CBA shall be interpreted to interfere with the rights of management inclusive of the City Council, the Mayor or the Administrator.

5.4 Past Practice: The Employer may change, alter or terminate past practices subject to the Employer providing the Union thirty (30) calendar days written notice of the proposed change during which time the Employer, if the Union so requests, will meet with the Union to negotiate its decision to change past practice and the effects thereof for a period not to exceed the thirty (30) calendar days, after which time the Employer is free to proceed with the change to past practices. In the event of a bona fide emergency as defined herein, the Employer has the right to change past practices giving as much notice as is practicable under these circumstances and an opportunity to negotiate the matter with the Union; all of which shall occur within adequate time to permit the Employer to respond to the emergency.

5.5 Management Personnel: The Employer reserves the right to allow management employees to perform bargaining unit work when a bona-fide emergency exists. This is not to be construed as a replacement for any bargaining unit employee or position.

ARTICLE VI - EMPLOYEE RIGHTS

6.1 Personal Life: The private life and activities of the employee, unless representing a conflict of interest, unless detrimental to the employee's work performance or detrimental to the Employer's services, detrimental to the Department's services and the programs administered by the agency, are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by management.

6.2 Personal Rights: In the event of charges or complaints made to the Employer against any employee, except where there is clear and immediate danger to person(s) or property, no Employer disciplinary action shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond, in which instance the employee shall be informed of the identity of the person or party making such charges or allegations, except in the case of harassment or other similar cases where the accuser's identity must be kept confidential. The parties respect the individual's right to confront their accuser except as provided above, but if the accuser's identity is provided, there shall be no retaliation by the employee or any of the employee's representatives in regards to charges or complaints. If there is retaliation, the employee will be subject to termination/discharge.

6.3 Representational Rights: Each employee, a designated representative (with written authorization from the employee), management and management's representatives shall have access to the employee's personnel file for the purpose of grievances and disciplinary actions or other proper purposes. Material placed into an employee's file, excluding customary and usual bookkeeping records, shall be brought to the attention of the employee and signed by the employee signifying that they have read it. The employee shall be given the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

6.4 Weingarten Representation: Employees shall have the right to have present, their representative, at any meeting between Management and the employee if said meeting is called for disciplinary consideration adversely affecting their conditions of employment, or if the meeting is anticipated to be confrontational, respective of their Weingarten Rights.

6.5 Working Conditions: The Employer and employee(s) will cooperate in the endeavor to maintain safe and healthful working conditions. The Employer agrees that no employee should work or be directed to work in a manner or under conditions that do not at least comply with minimum accepted safety practices or standards as established by the Washington State Division of Safety and the Washington State Department of Labor and Industries.

6.6 Grievance Rights: Any employee within the bargaining unit who believes they have a grievance, may seek their remedy by the grievance procedure provided in the CBA herein. A grievance is defined as a dispute regarding the interpretation, application or implementation of the specific terms and conditions of this CBA.

6.7 Work Rules: Employees shall be made aware in writing of existing work rules, new work rules, or changes to existing work rules. Except in a declared emergency, the Employer will give ten (10) working days notice prior to a rule taking effect.

6.8 Personal Property Loss: Employees may submit claims for work-related loss of personal property unavoidably lost or damaged while working, subject to the Employer's approval. The Employer has the right to deny a claim if the Employer determines it is unreasonable or unsupported by objective proof.

6.9 Local Union Officers/Stewards: Every Local Union Officer/Steward shall be recognized as a representative of the Union.

- (a) The name of the Union Officers and Stewards shall be affirmed in writing by the local Union secretary to the Employer within ten (10) working days after this CBA is signed and, thereafter, within ten (10) working days after any change in the designation of the local Union Officer(s) or Steward(s). Local Union Officer and Steward Selection is an internal local Union process which is not governed by this CBA.
- (b) The Union Officers and Stewards may engage in the adjustments of grievances with the Employer. The Employer may require the adjustment of grievances on the Employer's time, without loss of employee paid time when circumstances require.
- (c) The Union Officers or Stewards shall not leave their job in order to contact other employees regarding grievance resolution without prior permission from the Employer.
- (d) Through the Employer, employees may voluntarily donate compensatory time or vacation time to the Local Union Officers and Shop Stewards for paid time lost for Union business.
- (e) A Union Officer or Steward has no authority to give orders regarding working assignments to any employee except in the case where the Union Officer/Steward is in a lead or supervisory position. The Employer shall have authority to impose disciplinary action in the event a Union Officer/Steward acts without authority in this regard.

6.10 Personnel File/Records: For each City employee, a personnel file shall be maintained. The file shall show name, title, department, salary, past changes in status as an employee, and whatever additional information these rules, or the Employer requires. Changes in employee status shall be recorded in the respective employee's personnel file. This file shall be retained in accordance with State and Federal record keeping and personnel file regulations.

ARTICLE VII - CONTRACTING OUT

7.1 Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work, without negotiations about the decision and/or its effects, the work which has previously or historically been contracted out or subcontracted.

7.2 Bargaining the Effects of Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work not previously contracted out which would adversely affect the normal hours of work (not overtime, nor call-back, nor any other types of premium pays or work hours) of current bargaining unit employees at the time the Employer makes such position. Prior to the Employer implementing the contracting out or subcontracting, the Employer will provide thirty (30) calendar days written notice of this position to the Union, and provide an opportunity to bargain collectively in good faith the decision of the Employer and its effects.

7.3 Bona Fide Emergency: The notice and discussion provisions of this Article regarding the Employer's position to contract out or subcontract work and its effect shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of a bona fide emergency.

ARTICLE VIII - NEPOTISM

8.1 Employment of Relatives (Nepotism):

- (a) Employee's immediate family members and those living together as domestic partners will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority, or practical power, to supervise, appoint, remove, or discipline the other;
 - (2) Where one party would be responsible for auditing the work of the other; or
 - (3) Where other circumstances exist, which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the City.
- (b) No relatives closer than fourth degree as defined in RCW 11.02.005(5) as now codified or hereafter amended, shall be employed within the same department of the City. Departments are defined as those approved by the City Council and as shown in the current organizational chart of the City.
- (c) If two employees marry, become immediate family members or begin living together as domestic partners, and as a result, the circumstances prohibited by Section (a) or (b) exist, only one of the employees will be permitted to stay employed with the City. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become immediate family members, or begin sharing living quarters with each other. If no decision has been made during this time, the most recently hired employee will be terminated.

8.2 Definitions/Nepotism: [For Purpose of This Article Only]

- (a) Immediate Family: An employee's immediate family includes the employee's spouse, child, parent, siblings, mothers and fathers-in-law, sons and daughters-in-law, grandparents, and step relatives of the same degree listed above.

ARTICLE IX - SENIORITY

9.1 Seniority: Length of service with the Employer, as well as individual skills, knowledge, and efficiency of the employees, shall be taken into consideration when recalling, promoting or transferring.

9.2 Probationary Period:

- (a) In the event an employee accepts a transfer or a promotion, and in spite of conscientious effort, fails to meet job standards within the six (6) months probationary period they will revert to their former position. The employee may bump a probationer within their original department first, then a probationer in another department provided they are qualified.
- (b) An employee transferring back to a position they previously held and had completed an initial probation period will not be required to serve an additional probation.

9.3 Seniority Ceases to Accrue: Seniority, or probationary days worked towards seniority, will be canceled and employment terminated by any of the following events:

- (a) Voluntary retirement;
- (b) Discharge for just cause;
- (c) Resignation or termination;
- (d) Continuing layoff/RIP in excess of twelve (12) consecutive months.

9.4 Written Seniority List: The Employer will issue a written seniority list to the Union's President on or before January 15th each year. The Union will have until February 15th to consider Employer errors and submit corrections.

ARTICLE X - PROBATIONARY EMPLOYEES

10.1 Probationary Employee: An employee will be on probation until they have actually worked six (6) consecutive months in the classification. During this period, the probationary employee:

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) The Employer may extend the probationary period upon agreement with the employee, but in no event shall the probationary period be more than a total of nine (9) months;

- (e) Upon the successful completion of the probationary period to the satisfaction of the City, the new employee will be entered on the seniority list as of the original date of original hire;
- (f) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the six (6) months probationary period, the period being computed from the original date of hire;
- (g) Employees on probation do not have the right to the grievance procedure.

ARTICLE XI - DISCIPLINARY ACTION

11.1 Implementation: If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- (a) Verbal Reprimand: Supervisor or department head;
- (b) Written Reprimand: Department head or Designee;
- (c) Suspension with or without Pay: Department head, Administrator, Mayor;
- (d) Demotion (if applicable): City Administrator or Mayor, in conjunction with the department head;
- (e) Termination: City Administrator or Mayor, in conjunction with the department head.

11.2 Degrees of Discipline: The degree of discipline administered is dependent on the severity of the infraction, the employee's record of discipline, performance reviews and other relevant factors except as provided herein. Disciplinary action will normally follow the doctrine of "just cause."

11.3 Timelines: References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:

- (a) If the disciplinary action is a verbal reprimand, the reference thereto shall be for the supervisor's use for a period not to exceed a period of twelve months. At the annual review, the employee may request that the verbal reprimand be removed from their supervisor's file. The verbal reprimand form is attached as Addendum 11.3.
- (b) If the disciplinary action is a written reprimand, the reference thereto shall remain in the employee's personnel file for a period of twelve (12) months from the date of the last infraction. At the annual review, the employee may request that the written reprimand be removed from their personnel file. If there is another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to the written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.
- (c) If the disciplinary action is a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of two (2) years

from the date of infraction. At the annual review, the employee may request that the suspension be removed from their personnel file. If there exists another disciplinary action resulting in suspension without pay as a result of a similar or substantially similar form of misconduct, then and in that event, both references to suspensions without pay shall remain in the personnel file for a period of two (2) years from the date of the last infraction.

- (d) Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- (e) If a written reprimand or suspension discipline is issued to an employee, that employee has the right to attach their version, or rebuttal of that discipline to be placed in their personnel file along with the discipline.

11.4 Notice: Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any pre-disciplinary or disciplinary meeting of the subject of the meeting and their right to Union representation at that meeting.

11.5 Signatures: Employees shall sign disciplinary actions as evidence only of having read the disciplinary action. A copy of disciplinary action document shall be provided to the employee and the Union Staff Representative at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation/rebuttal which will be attached to the Employer's disciplinary action document.

11.6 Just Cause: Employees may be disciplined for just cause. Employees may receive disciplinary action up to and including discharge for misconducts and/or violations including but not limited to the following examples:

- (a) Tardiness or absence from work without just cause;
- (b) Abuse of sick leave;
- (c) Willful falsification of reports;
- (d) Unauthorized use of equipment;
- (e) Theft of City property;
- (f) Willful damage to City property;
- (g) Recklessness;
- (h) Malfeasance, misfeasance, or neglect of duty;
- (i) Incompetence;
- (j) Insubordination or gross misconduct;
- (k) Using or working with the presence of intoxicants or drugs in an Employee's blood, breath and/or urine (See Personnel Manual for the Drug and Alcohol Testing Policy and Procedures Manual). The parties have agreed that the Personnel Manual Drug and Alcohol Policy and Procedures are also applicable to non CDL employees in this bargaining unit;
- (l) Failure to report for work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted;
- (m) Failure to report for work after cancellation of leave of absence;
- (n) Failure to report to work after a layoff;
- (o) Excessive abuse of rest periods after warning by supervisor.

11.7 Access to Personnel Files: Employees shall be given immediate, uncensored access to their personnel file upon demand. The Union's representative may be granted access to personnel files pursuant to PERC rulings.

11.8 Placement of Materials: The Employer shall notify the employee when any and all disciplinary material is placed into the employee's personnel file. The employee's signature, denoting that the employee has read the material, is required on these materials. (See 6.3).

ARTICLE XII - HOURS OF WORK

12.1 Regular Hours: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

12.2 Scheduled Work Days: Scheduled work days shall consist of consecutive hours, including unpaid meal periods and paid rest periods, respective of the Fair Labor Standards Act (FLSA). The rest/relief periods will be paid as though the time had been worked.

12.3 Work Week: The work week shall be forty (40) hours of work for all non-uniformed employees, exclusive of meal periods.* The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, followed by two (2) consecutive days of rest; or four (4) consecutive ten (10) hour days, either Monday through Thursday, or Tuesday through Friday, followed by three (3) consecutive days of rest, except as may be agreed to by the parties. However, different divisions of the department may work different work weeks and/or work shifts. If it is necessary in the interests of efficient operations to establish schedules other than the normal eight (8) hour to ten (10) hour day, the City will give at least one (1) calendar week notice of such change, bona fide emergencies notwithstanding.

* Meal periods as determined by department heads.

12.4 Work Shift: Eight (8) or ten (10) consecutive hours of work shall constitute a normal work shift. All non-uniformed employees shall be scheduled to work on a regular work shift. Each shift shall have a regular starting and quitting time. Employees understand that special assignments and bona fide emergencies may interrupt or extend the given regularly scheduled work shift. The early work shifts for street sweeping and snow removal shall be considered a regular work shift.

12.5 Posting of Work Schedules: Normal work schedules showing the employee's shifts, working days and hours as established and/or changed, from time to time, by the Employer shall be posted or made available to the employee at least one (1) calendar week prior to the effective date, unless an bona fide emergency should dictate otherwise. It shall be posted on the department bulletin board at all times.

12.6 Relief Periods: Employees will be afforded a fifteen (15) minute relief period during each shift half of four (4) hours or more duration. These relief periods will be paid as time worked.

12.7 Overtime:

- (a) Overtime: Work authorized and performed in excess of the scheduled work day or work week.
- (b) Each employee shall receive one and one-half (1½) times their regular straight time hourly rate of pay for the following:
 - (1) All work authorized and performed in excess of forty (40) hours in one (1) week.
 - (2) All work authorized and performed in excess of eight (8) hours in any eight (8) hour work day, or all work performed in excess of ten (10) hours in any ten (10) hour work day, if working a 4/10 shift.
- (c) Holiday pay, including the "Personal Holiday," shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week.
- (d) Vacation leave, sick leave, comp. time, and/or bereavement leave, shall be considered as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week, or eight (8) hours in a day.

12.8 Compensatory Time Accrual:

- (a) Effective January 1, 2021, compensatory time off may be accrued to a maximum of sixty (60) hours unless the Public Works Director/City Administrator approves additional accrual because of an emergency or other unusual circumstance.
- ~~(a)(b)~~ Compensatory Time may be accumulated and carried over from month-to-month January 1 until December 10 up to a maximum of sixty (60) hours at any time during the year. The maximum number of hours to be carried over to the next year shall not exceed forty (40) hours. Any hours in excess of forty (40) will be cashed out on or before December 10 of each year. Provided, however, due to such an emergency, existing compensatory time in excess of sixty (60) hours shall remain until used.
- ~~(b)(c)~~ Compensatory Time Buy Back Program: The Employer will implement a compensatory time buy back program where the City will cash out compensatory time to a maximum of 40 hours accrued compensatory time. The City's decision to The relevant forms shall be submitted to the Clerk Treasurer. The Employer will pay the Employee their comp buy back on the December 10th check. On or about November 30 of each year (to coincide with the conclusion of the November pay period), the monetary value of compensatory time balances shall be paid to the respective employees along with the regular pay for hours worked in November.

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12.9 Fourteen (14) Day Notice: The Employer, upon fourteen (14) working days written notice to the Union, may change the work schedule from or to 5/8's or 4/10's respectively, emergencies excepted.

12.10 Callback:

City of Goldendale CBA
Local 1533-G - Municipal Employees
2024-2025

- (a) Callback: A time when an employee is called to perform non-scheduled work.
- (b) Employees who are called back to work shall receive one and one-half (1.5) time their regular straight time hourly rate of pay for all hours work; provided, however, the employee shall receive not less than two (2) hours at the overtime rate. If an employee is called out a second time outside of the first two (2) hour period, the employee shall receive an additional emergency callback of not less than two (2) hours at the overtime rate.

(c) Previously Scheduled Overtime:

- (1) Previously scheduled overtime attendance shall be paid at a minimum rate of one (1) hour at the overtime rate of pay (time and one half (1.5) the employee's regular rate of pay.)
- (2) By example, these scheduled overtimes shall be for, but not limited to, the following types of meetings: council meetings, planning meetings, training meetings, and committee meetings.

12.11 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.
- (b) When an employee is required to appear or testify outside of their regularly scheduled work hours, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

12.12 Safety Time Off: The Employer shall make a reasonable effort to provide employees with a minimum of twelve (12) hours safety time off between scheduled shifts.

12.13 Standby Duty: ~~Beginning January 1st 2027, sections 12.13 and 12.14 shall no longer be in effect with regard to the number of standby employees. Beginning January 1st, 2027, there shall be only one employee on standby and that employee will be eligible for compensation at the rate of \$4.00 per hour. Please see new section 12.15 which shall supersede sections 12.13 and 12.14.~~ The Employer will determine if and when standby duty is needed as regards only the Water/Wastewater Treatment Plant. If an employee(s) is/are specifically directed by management to be on Water/Wastewater Treatment Plant standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as regards only the Water/Wastewater Treatment Plant. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

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- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plant.
- (b) A laptop/tablet, as determined by management, will be provided by the City to the employee directed to be on standby duty.
- (c) Effective January 1, 2021, an employee on Standby duty shall be compensated \$2.50 per hour during the designated standby duty timeframe established by management.
- (d) If an emergency occurs requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10.

Examples, but not limited thereto, of applications of the above provisions, are as follows: An employee, who is certified as a Water/Wastewater Treatment Plant operator, and has a regular

working shift of eight (8) hours, M-F, and if the management has chosen to have this employee be on standby duty for non-regularly scheduled working hours, that being sixteen (16) hours, M-F and all-day Saturday, Sunday and holidays subject to change with notice. Assuming testing is still required during non-regularly scheduled working hours, the employee on standby duty, while performing that testing, shall be paid under the callback provision outlined in Paragraph

12.10. During any callback duty, standby pay ceases, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified via the "tablet or other electronic device that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty or 2) If the employee is on standby duty and is notified, via the "tablet or other electronic means" and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved via tablet or other electronic means is subject to review and employee accountability by management.

The Employer and Union agree that the provisions of this section 12.13 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

12.14 · Standby Duty for Certain Municipal Employees: Beginning January 1st 2027, sections 12.13 and 12.14 shall no longer be in effect with regard to the number of standby employees. Beginning January 1st, 2027, there shall be only one employee on standby and that employee will be eligible for compensation at the rate of \$4.00 per hour. Please see new section 12.15 which shall supersede sections 12.13 and 12.14. The Employer will determine if and when standby duty is needed as regards certain municipal employees other than the two (2) employees addressed in Section 12.13 above who provide service to the Water/ Wastewater Treatment Plants. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as determined by management. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plants.
- (b) Effective January 1, 2021, an employee on Standby duty shall be compensated \$2.50 per hour during the designated standby duty timeframe established by management.
- (c) If an emergency occurs as determined by management requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section

12.10.

Examples, but not limited thereto, of applications of the above provisions, are as follows: Certain municipal employee(s), other than the two (2) employees addressed in Section 12.13 above, who have a regular working shift of eight (8) hours, M-F, and subject to management having decided to direct this employee to be on standby duty for non-regularly scheduled working hours, those hours would be 5 pm to 8 am M-F and all day Saturday, Sunday and holidays subject to change by management with notice if the circumstances permit sufficient time to provide notice. During any callback duty, standby pay ceases, provided, however, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified by phone that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty; or 2) If the employee is on standby duty and is notified by phone and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved by phone is subject to review and employee accountability by management.

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The Employer and Union agree that the provisions of this section 12.14 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

~~12.15~~ ~~12.15—Standby Duty for Municipal Employees: Effective beginning January 1, 2027, this section shall supersede Sections 12.13 and 12.4. [DOUG AND SAND]~~

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~~The Employer will determine if and when standby duty is needed as regards to Public Works employees. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as determined by management. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.~~

- ~~(a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plants.~~
- ~~(b) Effective January 1, 2027, an employee on Standby duty shall be compensated \$4.00 per hour during the designated standby duty timeframe established by management.~~

~~If an emergency occurs as determined by management requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10. Examples, but not limited thereto, of applications of the above provisions, are as follows: Public Works(s) employees who have a regular working shift of ten (10) hours (eight "8" hour shifts will adjust accordingly to 5pm to 8am), M-F and subject to management having decided to direct this employee to be on standby duty for~~

non-regularly scheduled working hours, those hours would be 5 pm to 6am am M-F and all day Saturday, Sunday and holidays subject to change by management with notice if the circumstances permit sufficient time to provide notice. During any callback duty, standby pay ceases, provided, however, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified by phone that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty; or 2) If the employee is on standby duty and is notified by phone and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved by phone is subject to review and employee accountability by management.

The Employer and Union agree that the provisions of this section 12.15 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

ARTICLE XIII - LAY OFF AND RECALL

13.1 Lay Off/Reduction In Force (RIF): Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. The Employer has the right to determine which classification(s) and department(s) will be the subject of layoffs and the Employer will notify the Union regarding the department(s) and classification(s) which will be subjected to layoffs. If it is determined that layoffs are necessary, Employees will be laid off in the following order:

- (a) In the event of layoff by classification(s) within a department, the employee(s) within the classification and within the department will be laid off in the affected department giving consideration to seniority within the classification and within the department and the ability of the employee to perform the remaining work available within the department, as determined by the employer, without further training. When two (2) or more employees have relatively equal experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least seniority will be laid off.
- (b) Further, a senior person whose classification within a department has been determined to be the subject of the layoff may have the right to bump down by classification within the affected department based on seniority, skills and knowledge, special qualifications, and ability to do the work, as determined by the Employer and in accordance with Civil Service Board Rules.

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13.2 **Recalled To Employment:** After layoff, a recalled employee must normally report for work within twenty-four (24) hours after being formally notified by registered mail. The employee will notify the Employer of their intent to return to work within twenty-four (24) hours of the registered mail notification. If the period of layoff has exceeded thirty (30) days, the employee will be allowed five (5) working days from the date the registered mail letter is received to report to work. In order to be eligible for recall, the employee must keep on file with the Employer a current mailing address.

- (a) Employees called to return from layoff to a position which they previously held and had completed an initial probationary period except if the position to be filled has changed substantially, will not be required to serve an additional probation.

13.3 **Recall Status:** Employees who are laid off shall be placed on recall status for a period of one (1) year. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

13.4 **Recall Process:** When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) working days after receiving the letter, by written communication to the Employer.

13.5 **Removal from Recall Status:** Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status.

13.6 **Accruals:** Benefits shall not accrue during lay-off. Employees recalled who accept the recall within one (1) year from the date of the layoff shall have previously accrued seniority and sick leave prior to layoff restored. Recalled employees shall not be required to serve a six (6) month probationary period.

ARTICLE XIV - HOLIDAYS

14.1 **Paid Holidays:** These holidays shall be designed as paid holidays for those employees who fill regular positions:

| Holiday Dates to be Observed | |
|------------------------------|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| President's' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving | 4 th Friday in November |

| | |
|--|---------------------------|
| Day After Thanksgiving | 4th Friday in November |
| Christmas | December 25 th |
| Two (2) floating Holidays at Employee's Choice | |

14.2 **Floating Holidays:** Each employee may select two (2) personal holiday each calendar year, and the Employer must grant the holiday provided:

- (a) The employee has been continuously employed by the City for more than six (6) months.
- (b) The Floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied.
- (c) The employee and the supervisor may agree upon an alternate date.
- (d) If, however, the employee is working four (4) ten (10) hour day work week, the additional two (2) hours holiday pay may come from the floating holiday balance.

14.3 **Holiday Regular Work Day:** Employees for whom the holiday is a regularly scheduled work day shall be paid at time and one-half (1½) their regular pay rate.

14.4 **Holiday Called In:** Employees called in for work on a holiday shall be paid at time and one-half (1.5) their regular rate of pay.

14.5 **Holiday Pay:** Employees who qualify for a paid holiday will be paid eight (8) or ten (10) hours (as applicable, see 14.2(d)) at their regular straight time rate for each of these holiday's not worked.

14.6 **Holidays Falling on a Saturday or Sunday:** Should an observed holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of these holidays falls on a Sunday, the following Monday will be observed as the holiday.

ARTICLE XV - VACATION/ ANNUAL LEAVE

15.1 Vacation Accrual:

- (a) Earned vacation leave is paid leave. Vacation leave shall accrue in accordance with the following schedule **if the employee is working 8 hour shifts :**

| Months of Completed Service | Monthly Accrual Rate in Hours | Yearly Rate in Hours Per Year |
|-----------------------------|-------------------------------|-------------------------------|
| DOH-24 | 8.00 | 96 |
| 25- 60 | 10.00 | 120 |
| 61-108 | 12.00 | 144 |
| 109-168 | 14.00 | 168 |
| 169 and over | 16.00 | 192 |

(b) Vacation leave shall accrue in accordance with the following schedule if the employee is working 10 hour shifts *:

| <u>Months of Completed Service</u> | <u>Monthly Accrual Rate in Hours</u> | <u>Yearly Rate in Hours Per Year</u> |
|------------------------------------|--------------------------------------|--------------------------------------|
| DOH-24 | 10.00 | 120 |
| 25- 60 | 12.00 | 144 |
| 61-108 | 14.00 | 168 |
| 109-168 | 16.00 | 192 |
| 169 and over | 18.00 | 216 |

*If the employee's shifts are changed from 10-hour days to 8-hour days, the employee's accrual will revert to 8 hours rather than 10.

(b)(c) The philosophy behind annual leave is to allow the employees time away from the workplace for rest and relaxation so that upon their return to that workplace, they are refreshed and able to perform to their optimum.

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15.2 Accrual Onset: Upon satisfactory completion of the six (6) months probationary period, the employee shall be credited with six (6) vacation leave days. Employees shall be notified of accumulated vacation leave on a regular basis.

15.3 Accrual Regular Part-Time: Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to regular part-time employees who are employed on a regular basis. Accrual shall be on a continuing non-annual basis.

15.4 Accrual Earned: Vacation leave accrues on a bi-monthly basis. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

15.5 Choice of Annual Leave: To the extent possible, annual leave shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the department head shall make a determination as to which employees are permitted their annual leave. A senior employee shall have preference except they shall not bump a junior employee if said junior employee has first applied and received approval for the use of their annual leave.

15.6 Work During Vacation Period: Any employee who is requested to and does work during their vacation period shall be paid for regular hours at the rate of time and one-half (1½) their regular rate and shall retain their unused annual leave for use at a later date. Employees shall be subject to call back during vacation periods.

15.7 Vacation Rights: Vacation rights in case of lay-off or separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

15.8 Maximum Vacation Carryover/Exception/Payout:

- (a) Vacation leaves over the maximum accumulation of two hundred and forty (240) hours cannot be carried over unless the department head, with the concurrence of the City Administrator, has acknowledged in writing that the employee could not be released to take the requested vacation leave and only if the Employer determines that the provisions of subsection (e) below will be applied.
- (b) If the department head, with concurrence of the City Administrator, determines that it is in the best interest of the Employer and its operations to provide compensation for the additional accrual of vacation leave above two-hundred and forty (240) hours, the Employer may, on a case-by-case basis, determine whether to authorize the additional vacation carryover balance or provide compensation in

lieu of forfeiture or neither, in the sole discretion of the Employer. This allowance, if approved by the Employer, is limited to forty (40) hours and the balance beyond the forty (40) hours shall be forfeited. The exercise of this determination is on a case-by-case basis and shall not be used as any type of precedent with regard to the allowance of compensation or additional time off carryover for vacation leave in excess of two hundred forty (240) hours.

ARTICLE XVI - SICK LEAVE AND SHARED SICK LEAVE POOL

16.1 Earned: Sick leave is earned by an employee at the rate of eight (8) hours for each month of completed service. Employees earn eight (8) hours of sick leave on their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of the month. Terminating employees do not receive sick leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Part-time employees earn sick leave prorated to their time worked.

16.2 Eligibility: An employee must have completed their probationary period as defined in this CBA before they become eligible for sick leave. At the end of the applicable probationary period as defined in this CBA, they will have earned eight (8) hours of sick leave per month of probationary status.

16.3 Accumulation Cap: Sick leave is accumulated to a total of nine hundred and sixty (960) hours, after which time if not taken, lapse month by month; which means at no time can an employee have more than nine hundred and sixty (960) hours of sick leave due.

16.4 Usage: Sick leave may be taken for any of the following reasons:

- (a) Illness or injury which incapacitates the employee to the extent they are unable to perform their work.
- (b) Health care provider appointment(s) for the employee or immediate family only.
- (c) Emergency illness in the employee's immediate family.

16.5 Accrual Usage: Employees may only use the actual number of sick leave hours/days accumulated. Sick leave accrues on a bi-monthly basis. Sick leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

16.6 Sick Leave While on Annual Leave: Sick leave can be claimed for employees on annual leave. Proof of illness shall be documented by the attending physician or health care provider.

16.7 Cash Out Upon Resignation: Upon voluntary resignation, an employee shall receive payment for twenty five percent (25%) of accumulated sick leave, not to exceed two hundred forty (240) hours.

16.8 Cash Out Upon Employee's Death: In the event of the death of an employee, the employee's estate shall receive payment for one hundred percent (100%) of accumulated sick leave, not to exceed two hundred forty (240) hours.

16.9 Sick Leave Notification: In order to qualify for time spent on sick leave, an employee shall, unless physically unable to do so; notify their immediate supervisor of the leave as soon as possible. The immediate supervisor shall be notified of scheduled appointments in advance.

16.10 Sick Leave Charged: Sick leave is charged in units of one-half(½) hours. Amounts greater than one-half(½) an hour shall be charged as a full hour. Only working days are charged and at the rate of one (1) regular work day of sick leave for each day of absence. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

16.11 Sick Leave Exchanged: At the employee's option, annual leave may be used as sick leave.

16.12 L&I Claim: An employee receiving industrial insurance time loss payments due to an on-the-job injury may use annual leave during the period covered, or the employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay upon submitting evidence of amount of industrial insurance payment received.

16.-13 Health Care Provider's Report: At the Employer's discretion, a health care provider's report for sick leave may be required for incidents of sick leave lasting longer than three (3) consecutive days.

16.14 Accumulation Notification: Employees shall be notified of their accrued sick leave balance on a regular basis.

16.15 Usage Incentive: An employee who accrues and maintains the total allowable sick leave entitlement (960 hours) shall be given a twenty-five dollars (\$25.00) monthly salary increase for as long as the total entitlement is maintained.

16.16 Final Average Salary:* When applicable, upon retirement of an employee, the Employer shall make available to the Public Employees Retirement System I (PERS I) the unused sick leave days computed into hours, to add to the gross amount of salary used in determining "final average salary."

*(PERS I only)

16.17 Family & Medical Leave Act: The parties are subject to compliance with the Family & Medical Leave Act (FMLA).

16.18 Maternity/Paternity: In accordance with the FMLA, Maternity/Paternity leave will be considered without sexual discrimination. As a part of Maternity/Paternity leave, the employee may consume any earned leaves.

16.19 Sick and Vacation/Annual Exhausted: In the event a regular permanent employee or member of their immediate family has sustained a disability an a medical event causing all of their accumulated vacation and sick leave hours credits to be exhausted, other regular permanent employees of the Employer may voluntarily transfer an amount not to exceed 40 hours of their accumulated vacation hours credit to be used by the disabled employee in lieu of sick leave. An employee may transfer vacation hours credit at the same ratio as the employee's salary is to the disabled other employee's salary. All transfers within this bargaining unit are subject to must be approved in prior advance approval by the Public Works Director/City Administrator. All donations shall be hour for hour not based on dollar amounts. Regular Permanent employees can only transfer vacation hours once per year per employee unless prior approval is determined approved by the Public Works Director. This donation of leave may be applicable to non-bargaining personnel if prior approval is determined by the City Administrator.

~~16.20~~ Leave Contribution Program/Shared Leave Pool:

- (a) ~~This "Shared Leave Pool" consisting of earned leave time, is resultant of a voluntary participation by employees. Any employee may contribute their choice of earned leave time hours to this pool at rate not to exceed ten (10) hours per month. The minimum increment of donation is one (1) hour. All hours contributed become the property of the "Shared Leave Pool." Employees may make their donations by indicating that intent in writing to the Clerk Treasurer. However, employees who choose to donate earned leave time may reduce their personal earned leave balance down to but not less than ten (10) working days.~~
- (b) ~~Any employee who suffers from an illness, injury, impairment, or physical or mental condition such that the employee has depleted or will shortly deplete their total available earned leave may apply in writing to the "Shared Leave Pool." It is understood by the parties that those Employees applying for hours from the Shared Leave Pool are ineligible for continuation of Washington State Industrial Insurance benefits.~~
- (c) ~~Applications will be reviewed by the Shared Leave Pool Committee. Decisions of the Shared Leave Pool Committee shall be made by a majority vote. The Shared Leave Pool Committee will consist of the following:
 - (1) ~~One (1) Goldendale City Council Person;~~
 - (2) ~~The Mayor of Goldendale, or his/her designee;~~
 - (3) ~~One (1) designee from Local 1533-G.~~~~

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~~16.21~~ 16.20 Shared Leave Contribution Form: Local 1533-G Shared Leave Contribution Form (please see Addendum 16.20). There is another form for non-bargaining unit personnel.

~~16.22~~ Leave Pool Application Form: Local 1533-G Shared Leave Pool Application Form (please see Addendum 16.21).

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ARTICLE XVII - OTHER LEAVES

17.1 Civil Leave: Any employee who is called for jury or other civil duties shall receive from the Employer the difference between their regular pay and the compensation received for jury or other civil duties for the actual time they are required to be absent from work because of such duty.

Any such absence shall not be counted as accumulated sick or annual leave.

17.2 Military Leave. A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) days during each year

beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

17.3 Bereavement Leave: In the event of death in the immediate family, an employee may use three (3) days of paid bereavement leave which shall not require deduction from the employee's sick leave bank from their sick leave balance when a death occurs in the employee's immediate family.

17.4 Leave of Absence for Union Work:

- (a) Local elected Union delegates may be given time off without pay to attend local, state council, or international conferences, conventions, or workshops provided it does not affect normal Employer operations.
- (b) Due to the engagement of the Employer's business, the Union Bargaining Team is granted time off with pay for the preparation of negotiations documents and for time spent in the negotiations process.
- (c) Written Requests for leave time off may be made to the Employer.
- (d) Notwithstanding a bona fide emergency, such application must be made to the Employer at least fourteen (14) working days in advance of the date the requested leave is to become effective.

17.5 Leave Pay Status: The Employer may grant leaves with or without pay on a case-by-case basis. These leave requests will be evaluated on their individual merits. The granting of such leave time shall be individually unique unto it and shall not establish a precedent or establish a past practice.

17.6 Required Training/Licensure: Required training/licensure time shall count as time worked and apply towards the forty (40) hour/eight (8) hour overtime threshold and shall be paid at the appropriate rate.

ARTICLE XVIII-TRAINING, TRAVEL AND CLOTHING ALLOWANCE

18.1 See Addendum 18.1.

18.2 Clothing Allowance: Effective January 1, 2026¹, each Financial/ Administrative Employee shall be allocated an annual ~~three~~^{two} hundred dollars (\$~~23~~²⁰⁰.00) clothing allowance ~~to all Financial/Administrative and Police Administrative municipal employees who are employed with the City on January 1st, beginning in 2017 and each year, thereafter, for work related clothing as determined by the City Administrator. The clothing allowance will be paid on the January 10th pay check.~~

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~~18.3~~ Boot Allowance: Effective January 1, 2024⁶, each Public Works ~~and Building Department~~ ~~Municipal~~ Employee shall be allocated an annual ~~up to four~~^{three} hundred dollars

| (\$3400.00) boot allowance ~~to all Public Works and Building Department Municipal Employee~~

~~18.3 who are employed with the City with the City on January 1st beginning in 2017 and each year thereafter, for work related boots. The boot allowance will be paid on the January 10th pay check.~~

18.4 **Uniform Allowance:** Each Public Works and ~~Building Department~~ **Municipal** Employee shall participate in a City provided uniform program. The uniform shall consist of shirts and jeans/pants, the uniform shall be agreed upon by the Union and the City.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 **Employee Grievances:** Crucial to the cooperative spirit with which this CBA is made between the Union and Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should any employee feel their rights and privileges under this agreement have been violated, they shall consult with their Union Representative. Discharge of a probationary employee is not subject to the Grievance Procedure.

19.2 **Adherence to Timelines:** Each grievance must be submitted in accordance with the following procedure within the time frame set forth herein below, and if it is not submitted within the applicable time frame, then said grievance shall be considered waived and forever lost. All time limits may be extended by mutual written agreement. If either the Union or the Employer default on the time frames as outlined in the steps of the grievance procedure, the grievance is then considered resolved in the other party's favor. There will be no extension of time for the initial filing of the grievance in accordance with the grievance procedure.

19.3 **Steps/Timelines:**

- (a) **Step I:** The aggrieved employee and their Union Representative shall, within ten (10) working days of the date that the grievance occurred, present the facts in writing to their supervisor, with a copy to the City Administrator. Within ten (10) working days thereafter, the supervisor shall submit his/her written answer to the Union Representative and the aggrieved Employee, with a copy to the City Administrator.
- (b) **Step II:** Should the aggrieved employee decide that the reply of the supervisor is unsatisfactory, the aggrieved employee shall, within ten (10) working days, submit the facts of the grievance in writing to the City Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall, within ten (10) working days submit his/her written answer to the Union Representative and the aggrieved employee.
- (c) **Step III:** Should the aggrieved Employee decide that the reply of the City Administrator is unsatisfactory, the Union Grievance Committee shall, within twenty (20) working days, submit the facts of the grievance in writing to the Mayor or his/her designee. Upon receipt of the written facts of the grievance, the parties shall arrange for a meeting between the Union Grievance Committee and the Management Grievance Committee within twenty (20) working days for the negotiation of the issue. The Management Grievance Committee will then issue a decision within twenty (20) working days from the date of the meeting.

- (d) Step IV: If the decision is contested, the grievance shall be submitted to final and binding arbitration within thirty (30) working days following the date of receipt of the decision referenced in Step III herein above and in accordance with the following provisions. The Employer and the Union agree that final and binding arbitration shall be before a single arbitrator.

19.4 Union/Employer Grievance: A grievance by the Union against the Employer, or by Employer against the Union, must be filed in written form to the Employer, or to Union's Staff Representative, respectively, within twenty (20) working days after the parties knew, or reasonably should have known of the event giving rise to the Grievance. Thereafter, the Employer/Union's Staff Representative shall respond in writing to the other party within twenty (20) working days after receipt of the grievance. If no agreement is reached within thirty (30) working days, the grievance shall be referred for arbitration.

19.5 Final and Binding Arbitration: In Step III, failure to timely appeal the grievance shall render final and binding the decision established in Step III herein above. The request shall specifically identify the issue(s) related to the grievance as previously established during the original finding of said grievance.

19.6 Arbitrator - Selection: The Employer and the Union will request an arbitrator from the Public Employment Relations Commission (PERC). In the event that either party rejects the PERC assigned arbitrator, then the City and the Union will request PERC to submit a list of eleven (11) names of arbitrators from which the selection will be made. The process of elimination will take place by way of the Employer and the Union having the right to strike two names from the list. The party will strike the first name; the other party shall then strike one; then the parties shall each strike one more name, alternately until the remaining name shall be the arbitrator.

19.7 Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date.

19.8 Limitation, Scope and Power of Arbitrator:

- (a) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this CBA.
- (b) The power of the arbitrator shall be limited to interpretation of or application of the terms of this CBA or to determine whether there has been a violation of the terms of this CBA by the Employer or the Union and/or employee(s).
- (c) The arbitrator shall consider and decide only the question of issue(s) raised at Step II and said arbitrator shall not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step II, unless the parties agree in writing, to combine the issues of similar grievances into a single arbitration.
- (d) The arbitration shall be conducted in accordance with PERC rules and regulations.

19.9 Arbitration Award - Damages - Expense:

- (a) Arbitration awards shall not be made for time prior to the date of this occurrence upon which the grievance is based.
- (b) Each party hereto shall pay the fees and expenses of their own representatives, witnesses and other costs associated with the presentation of their case and half (½) the expense of the arbitrator and half (½) the expense of a court reporter and the transcript. Local president or designee, grievant or witnesses that normally would be working during an arbitration proceeding will be paid at their regular rate of pay by the employer. This will not include overtime. Each party shall be solely responsible for paying for their own attorneys' fees and expenses.

ARTICLE XX- UNION VISITS

20.1 Union Visits: The Employer shall admit to the Employer's property, during working hours, any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this CBA is being observed by the parties hereto and to assist in adjusting grievances. The privilege shall be exercised so no time is lost unnecessarily to the Employer. Such Union representative(s) shall make prior arrangements for such visits with the Employer, or his designated representative, before entering the Employer's premises.

ARTICLE XXI - HEALTH AND WELFARE

21.1 Medical and Hospital Insurance: The Employer provides fully paid medical and hospital insurance for all regular full-time employees and a prorated medical and hospital insurance for regular part-time employees commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to dependent medical insurance premiums is limited to ninety percent (90%) for the term of the agreement. The employees shall pay ten percent (10%) by payroll deduction.

21.2 Dental Insurance: The Employer provides a dental insurance plan for all regular full-time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to the premium for the employee and their dependents is one-hundred percent (100%) for the term of the agreement.

21.3 Vision Insurance: The Employer provides a vision insurance plan for all regular full time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to the premium for the employee and their dependents is one-hundred percent (100%) for the term of the agreement.

~~21.4 Insurance Committee: The City of Goldendale and Local 1533G will establish an insurance committee of two (2) representatives from the City of Goldendale Management and two (2) representatives from Local 1533G.~~

- (a) ~~The purpose of the committee will be to review the insurance programs and benefit packages and to make recommendation to the City and the Local as to changes to the insurance packages, in order to bring about more responsible utilization of benefits. The committee may also compare the present insurance packages to any other insurance that may be available and make recommendation to the City and the Local on possible changes of insurance providers.~~
- (b) ~~The City agrees to provide the committee and the Union a notice of the equivalent number of days notice the City receives from its broker and/or carrier regarding changes to existing plans and/or discontinuance of existing plans less the normal communication timeframes (days) from the broker and/or carrier and from the City to the Union and committee. For example, if the broker and/or carrier provide sixty (60) calendar days of notice to the City and the notice takes three (3) calendar days to be received by the City and then the City's notice to the committee and Union takes three (3) calendar days, then the window to discuss any changes or discontinuance of present insurance plans would be approximately fifty-four (54) calendar days subject to the availability of the parties and the setting of meeting(s). The committee and Union are limited to making recommendations only. After discussions but within the timeframe of the notice issued by the broker and/or carrier, the City reserves the right to make the final and binding decision and to implement the decision.~~

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The City will contribute the following monthly amounts towards a Health Savings Account (HSA):

- (a) For an employee-only plan: ~~\$345.83~~ the employer will contribute the max amount permitted by the IRS. The final and binding decision shall be determined by the City Administrator.
 - (b) For other than an employee-only plan (family): ~~\$691.67~~ the employer will contribute the max amount permitted by the IRS. The final and binding decision shall be determined by the City Administrator.
 - ~~(b)~~
 - ~~(c) As the contribution limitation increases over the course of the contract, so will the City's contribution.~~
 - (c) Any front-loading requests may will be considered on a case-by-case basis. The decision of the City Administrator shall be final and binding.
 - ~~(d)~~
- 21.6 - Life Flight group insurance: The City will pay the yearly dues for the term of this CBA.

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ARTICLE XXII - WAGES

22.1 Hourly Rate: The employees' regular hourly rate of pay shall be calculated by dividing the monthly rate of pay by 173.33.

22.2 Wages:

City of Goldendale CBA
Local 1533-G - Municipal Employees
2024-2025

~~A. Effective beginning January 1, 2024, a new pay plan/salary matrix will be established and is attached as Addendum 22.2. All wage calculations and placements shall be determined by the City management and shall be final and binding on the parties. Such City management's calculations and placements shall not be subject to any grievance procedures.~~

A. Effective beginning January 1st 2026 a Cost of Living increase of three point zero percent (3.0%) will be added to the compensation matrix Employee wages. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.

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~~B. Effective January 1, 2025, the new pay plan/salary matrix will be increased by three percent (3%). All wage calculations shall be determined by the City.~~

B. Effective beginning January 1st 2027 a Cost of Living increase of two one point five percent (2%) will be added to compensation matrix Employee wages based on 80% of the most current Washington westside CPI. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.

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C. Effective beginning January 1st 2028 a Cost of Living increase of two one point five percent (2.5 3.0%) will be added to compensation matrix Employee wages, based on 80% of the most current Washington westside CPI. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.

D. Effective January 1st 2026, employees placement in the salary matrix shall be revised as determined by the Public Works Director and City Administrator in order to promote progression on a fair basis. The determinations by the Public Works Director and City Administrator shall be final and binding on the employees and the union. None of the determinations shall be subject to the grievance process. See Addendum 22.2.

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management and shall be final and binding on the parties and shall not be subject to any grievance procedures.

22.3 New Pay Plan/Salary Matrix Movement: For all classifications covered by this CBA, upon successful completion of all necessary certifications, training, and experience, as outlined in the job descriptions and subject to evaluation and determinations by the City management, the employee will move in the new pay plan/salary matrix from one step to the next subject to satisfactory completion of the necessary criteria set forth in the job descriptions and as determined by management.

For new employees, all determinations as to steps and ranges shall be made by City management and shall not be subject to the grievance procedures.

For current employees, the initial placement within the new pay plan/salary matrix range and step shall be determined by City management and shall not be subject to the grievance procedures.

22.4 New Pay Plan/Salary Matrix Factors:

22.4.1 Separation is 2.5% between ranges.

22.4.2 Separation is 3.0% between steps.

22.4.3 There is one (1) year in each step before moving to the next step.

22.5 Longevity Incentive Increment Pay Schedule: ~~As a result of the establishment of a new Pay Plan/Salary Matrix, effective beginning in the payroll period following signature by the last signing party of this 2024-2025 CBA, the longevity incentive will be modified to start after the completion of five (5) years of service instead of eight (8) years of service as indicated in the chart below and the employee's longevity incentive level will be annually adjusted on the employee's respective anniversary date.~~ The longevity incentive is the Employer's recognition of the skills, knowledge, and experience that the employees bring to their positions. Longevity is earned by regular full-time employees, and regular part-time employees. Longevity shall be adjusted by the employee's anniversary date, if they are placed on the Employer's payroll on or before the 15th of the month the employee's anniversary date for longevity shall begin the first day of that month. If an employee is placed on the Employer's payroll on or after the 16th of the month the employee's anniversary date for longevity shall begin the 16th of the month.

22.6 Longevity pay shall be paid as follows:

- (a) Monthly Payment: To each eligible employee, to be paid each month with their monthly pay.
- (b) Longevity pay will be prorated as follows: Twenty (20) hour work week earns half(½) of the employee's respective longevity incentive.

22.7 Longevity Schedule: Longevity incentive pay changes its accrual rate on the employee's respective anniversary date.

| LONGEVITY SCHEDULE | | |
|----------------------------|---------------------------------|--------------------------------|
| Completed Years of service | Monthly Longevity Increment Pay | Hourly Longevity Increment Pay |
| 5 | \$30 | \$0.17 |
| 6 | \$60 | \$0.35 |
| 7 | \$90 | \$0.52 |
| 8 | \$120 | \$0.69 |
| 9 | \$150 | \$0.87 |
| 10 | \$180 | \$1.04 |
| 11 | \$210 | \$1.21 |
| 12 | \$240 | \$1.38 |
| 13 | \$270 | \$1.56 |
| 14 | \$300 | \$1.73 |
| 15 | \$330 | \$1.90 |
| 16 | \$360 | \$2.08 |
| 17 | \$390 | \$2.25 |
| 18 | \$420 | \$2.42 |
| 19 | \$450 | \$2.60 |
| 20 | \$480 | \$2.77 |
| 21 | \$510 | \$2.94 |
| 22 | \$540 | \$3.12 |
| 23 | \$570 | \$3.29 |
| 24 | \$600 | \$3.46 |
| 25 | \$630 | \$3.63 |
| 26 | \$660 | \$3.81 |
| 27 | \$690 | \$3.98 |
| 28 | \$720 | \$4.15 |
| 29 | \$750 | \$4.33 |
| 30 | \$780 | \$4.50 |

22.8 Paydays: Shall be on or before the 10th and 25th of each calendar month. Provisions for an earlier payday for an employee on vacation, leave, etc., shall be made at the Employer's discretion.

ARTICLE XXIII - JOB POSTING TRANSFER AND PROMOTIONS

23.1 Right of First Refusal: Current Employees holding bargaining unit positions will be given right of first refusal for filling job vacancy through transfer or promotions. If current

Employees are not qualified to assume the duties, the Employer may recruit from outside the current work force.

23.2 Vacancies Filled: The Employer's decision to fill a vacancy by transfer or promotion of a current Employee will be made on the basis of the provisions contained in Article IX, Section 9.1 - Seniority in this CBA.

23.3 In House Posting: Announcements of position vacancies will be posted in all departments for five (5) working days prior to the announcement of the position to the public.

23.4 Nature and Type of Examinations: An examination for a position may be written, verbal, a measure of physical fitness, or any performance test, or any combination thereof. Examinations shall consist of material that tests fairly and equally the capacity and fitness of an applicant to perform effectively the duties of the position for which the examination is given. The necessity for an examination and the type thereof shall be determined by the department head with the advice of the Employer. In cases where a physical examination is deemed advisable for the position, the Employer shall pay the cost.

23.5 Notification: All applicants for employment shall be notified in writing if they may be affected by any action at the time of the following:

- (a) Receipt of application; or
- (b) Disqualification for cause; and/or
- (c) The filling of the position applied for.

23.6 New Job Rates and Wages: The Employer has the right to establish new job classifications. Under RCW 41.56, rates of pay for new job classifications are negotiable. New job classifications are considered vacancies.

ARTICLE XXIV - ENTIRE CBA

24.1 Entire CBA: This CBA constitutes the complete and entire CBA by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this CBA shall be binding on the parties except this provision does not preclude parties from presenting evidence regarding the parties' intentions for language provisions and/or changes to language.

ARTICLE XXV - SEPARABILITY

25.1 Separability:

- (a) In Accordance with the Rules and Regulations of the Washington State Public Employment Relations Commission, under RCW 41.56, this CBA supersedes all conflicting City ordinances, rules and policies and all conflicting RCW's.

- (b) If any provision of this CBA, or its supplements, shall be held invalid due to federal or state statutes, the remainder of this CBA shall not be affected, and the parties agree to meet and negotiate the affected sections.

ARTICLE XXVI - SAVINGS CLAUSE

26.1 Savings Clause: Should any provision of this CBA be found to be in violation of any federal, state, or local law, all other provisions of this shall remain in full force and effect for the duration of this CBA.

ARTICLE XXVII - TERM OF AGREEMENT

27.1 Term of Agreement: This Agreement shall become effective January 1, 20~~24~~²⁶, except as otherwise provided, and shall remain in effect until December 31, 20~~25~~²⁸.

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27.2 Successor CBA: The parties agree that negotiations for a successor CBA will attempt to begin in August of any given last year of any current CBA.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below, herein on the ~~17TH~~ day of June 202~~5~~4.

FOR THE UNION:

FOR THE EMPLOYER:

Dusty Morford
Staff Representative

Dave Jones, Mayor
City of Goldendale

| _____
Greg Watson ~~Doug Frantum~~
Administrator
Bargaining Team / Municipal

Sandy Wells, City
City of Goldendale

Jeremy Bowen
Bargaining Team / Municipal

Represented by:

Anthony F Menke
Management Attorney

ADDENDUM 11.3
VERBAL REPRIMAND

1. Tardiness or absence from work without just cause.
2. Abuse of sick leave.
3. Unauthorized use of equipment.
4. Recklessness.
5. Neglect of Duty.
6. Incompetence.
7. Insubordination.
8. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted.
9. Failure to report to work after cancellation of leave of absence.
10. Excessive abuse of rest periods after warning by supervisor.
11. Any other just causes as set forth in Civil Services Rules, arbitration cases and/or statutes.

Notes: _____

Signature of Supervisor and Date

Signature of Employee and Date

The employee, by signing this document, is not admitting guilt, only that the employee has seen and received it.

This Verbal Reprimand shall be removed from Supervisor's file no later than one (1) year from date above.

ADDENDUM 16.20
SHARED LEAVE CONTRIBUTION

Local 1533-G Shared Leave Contribution

Name: _____

Date Submitted to Local 1533-G: _____

Department: _____

Work Phone: _____

Home Phone: _____

My Shared Leave Contribution consists of the following type(s) of earned leave:

I have indicated the respective number(s) of hours from Vacation Accruals to:

Donated Employee Name: _____ Type of Leave: _____ Hours: _____

Type of Leave: _____ Hours: _____

Type of Leave: _____ Hours: _____

Signature: _____

Other Information: Include reasoning for transfer

ADDENDUM 16.21
SHARED LEAVE POOL APPLICATION

Local 1533-G Shared Leave Pool Application

Name: _____

Date Submitted to the Local: _____

Department: _____

Work Phone: _____

Home Phone: _____

In generalities, please attach a statement of your illness, injury, impairment, or physical or mental condition: **

** (This information shall remain confidential)**

An attached statement from your Physicians may be helpful to the Shared Leave Committee in reaching their decision. However, such a statement is not mandatory and is voluntarily submitted at the choice of the employee.

Shared Leave Pool Committee meeting date: _____

Shared Leave Pool Committee Recommendation: Approved: _____
Denied: _____

Committee Comments: _____

Employees may request a written decision.

City Council Person Date: _____

Larry Bellamy, Administrator Date: _____

ADDENDUM 18.1
TRAINING AND TRAVEL

A. GENERAL PROVISIONS:

1. **Needs of the City or Department:** The need for travel is based on the requirements of a specific job or Department. While the convenience of the employee shall be considered, the City or Department needs shall be the more important factor. Any travel outside Washington or Oregon must be pre-approved by the Mayor, or his/her designee.
2. **Cost Reimbursement Basis:** Travel expenses to out-of-City locations shall be provided on a reasonable and prudent basis as approved by the department head or designee.
3. **Sharing of Costs:** Employees attending the same function should share transportation whenever possible. If not feasible due to different departure times or dates, the most cost-effective method is to be used. If employees incur extra expenses for their own convenience; they will be required to pay for the additional costs.
4. **Travel to and from Home:** Travel to and from one's home to their regularly assigned work site is not a reimbursable travel expense.
5. **Travel Funded by Another Agency:** When an organization other than the City of Goldendale agrees to pay out-of-area travel expenses for City employees, reimbursement will be according to that organizations travel policies.
6. **Authorization for Travel:** Employees requesting authorization for travel will submit requests to their department head. Without approval by the Mayor, or his/her designee, no unauthorized travel companions are allowed in City vehicles.

B. TRAVEL EXPENSES:

1. **Advance Travel Funds:** Advance travel funds must be approved by the City Administrator prior to the issuance of an Advance Travel Check for the specific amount. The advance funds request must be documented as to exact need and cost and approved by the department head prior to presentation to the City Administrator. All of the above mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (1) week prior to scheduled travel
2. **Mileage Reimbursement Rate:** Whenever possible, a City vehicle should be used for travel for authorized City business. The Internal Revenue Service rate for mileage is used when City of Goldendale representatives or employees use their personal vehicles for authorized City business. The purpose of such reimbursement is to cover costs of gas; oil, maintenance, and insurance. Mileage is calculated at the IRS approved rate.
3. **Insurance Requirements:** State law requires that owners of motorized vehicles carry an established amount of liability insurance. Employees who fail to do so while using their personal vehicle for City business may have travel expenses related to the use of their personal vehicle denied.
4. **Receipts for Public Transportation:** When using public transportation, receipts are required for reimbursement. Public transportation includes, but may not be

limited to, airline, railroad, bus, taxi, and airport limousine service. Hotel transportation should be used whenever possible.

5. Airline Travel: When airline travel is required, the most economical ticket is to be purchased. It is acknowledged that airfares are frequently lower if a schedule is established to the convenience of the airline. Such schedules may result in an employee staying longer at the destination than the business trip requires. If savings can be substantiated as a result, meal and lodging expenses may be approved by the department head.
6. Parking: Receipts for parking must be included with requests for reimbursement, when available.
7. Use of City Vehicles: Employees attending training, etc., outside the City of Goldendale will make every attempt to utilize City vehicles. When utilizing City vehicles, all receipts for expenses (*i.e.*, gas, oil, etc.) will be required for reimbursement.

C. MEAL EXPENSES:

1. Meals will be reimbursed by presenting receipts and a completed Travel Expense Voucher to the Mayor or his/her designee, within ten (10) days of return. Meals may be charged on the room bill; however, meal receipts should be submitted with the hotel bill.
2. Unless otherwise approved by the department head, maximum meal rates for twenty-four (24) hours or greater should not exceed the per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management. If traveling less than a twenty-four (24) hour period the per-meal subsistence guidelines attached hereto (and as the same shall be updated) should be used. Reimbursement may be made for meals in excess of the above limits when the meal is part of an official business function, *i.e.*, conference banquets. Exceeding the above limits requires a written explanation. to the City Administrator in order to be considered for reimbursement.
3. The reasonable cost of meals during or in conjunction with meetings directly related to City business held either in Goldendale or at another location are allowed.
4. Receipts are required for reimbursement.

D. LODGING EXPENSES:

1. Lodging in out-of-area locations will be reimbursed at cost. As a general rule, reasonable lodging should be sought (See the Washington State Travel Rates prepared by the Office of Financial Management). In a case where the City has a contract vendor in the area, then the employee must use the vendor. Lodging should be obtained at commercial or government rates whenever possible. Receipts for lodging must be turned in at the time of the request for reimbursement. A purchase order may also be used and the City will be billed directly. The per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management should be used as a guideline. Exceeding the above limits requires a written explanation to the City Administrator in order to be reimbursed.

- E. REGISTRATION AND CONFERENCE FEES: Required registration and conference fees may be handled in one of three ways:
1. Where time allows, the City pays the fee directly to the conference sponsor prior to the event;
 2. A purchase order may be written to the conference sponsor and the City will be billed directly for the registration fee; or,
 3. The employee personally pays the fee and is reimbursed as part of the reimbursement request. A copy of the employees canceled personal check or a receipt and a copy of the registration form must be submitted for reimbursement.
- F. ALLOWABLE MISCELLANEOUS EXPENSES: Other allowable expenses may include but are not limited to car rentals; rental of rooms to conduct official business; charges for photocopying or other clerical requirements; business telephone calls; personal phone calls incidental to City business (*i.e.*, a call to let family know you arrived safely or will be late returning and the like, not to exceed five dollars (\$5.00) per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate expenditure or procedure, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the Mayor or his/her designee, and/or the City Council have the authority to accept or reject claims for reimbursement.
- G. UN-REIMBURSABLE EXPENSES: Certain travel expenses are considered as personal and are not essential to the transaction of official agency business and are not reimbursable. Such unallowable expenses include but are not limited to laundry or valet service; entertainment expenses including the cost of alcoholic beverages; tobacco products; radio, television, movie or VCR rental; cost of transportation to and from places of entertainment; cost of personal trip insurance; lengthy personal use charges; cost of room service; cost of personal reading materials; barber or beauty parlor expenses; personal toilet articles; postage; medical or hospital expenses; theft, loss or damage to personal property; expenses for spouse, family or other persons not authorized to receive reimbursement; and the like.

ADDENDUM 22.2

CURRENT EMPLOYEE BY EMPLOYEE PLACEMENTS IN NEW PAY PLAN/SALARY MATRIX

| Employee Position | Range-Step | Current Hourly-Rate | Current Monthly-Rate | New-Range/Step | Hourly-Rate 18% | Monthly-Rate 18% | Hourly-Rate 27% | Monthly-Rate 27% |
|--|------------|---------------------|----------------------|---------------------|--------------------|---------------------|--------------------|---------------------|
| Doug Frantom Utility-Maint-Supervisor | Step-1 | 40.46 | 7,012.93 | Range 34- Step 2 | 47.74 | 8,225.26 | | |
| Robert Thompson WWTP-Supervisor | Step-1 | 33.23 | 5,750.76 | Range 26- Step-1 | 39.21 | 6,706.52 | | |
| Ben Perez Mechanic | Step-1 | 28.41 | 4,924.31 | Range 22- Step-1 | 23.52 | 5,810.69 | | |
| Jeremy Bowen Utility-Maint-Worker III | Step-1 | 32.56 | 5,643.62 | Range 22- Step 5 | 38.42 | 6,659.47 | | |
| Shelly Enderby Finance Admin-Asst-II | Step-1 | 35.42 | 4,406.05 | Range 30- Step-1 | | | 32.28 | 5,595.68 |
| Tracy Gunnyon Finance Admin-Asst. | Step-1 | 20.34 | 3,822.00 | Range 15- Step-1 | | | 28.37 | 4,017.55 |
| Todd Kindler Utility Maint-Worker III | Step D | 27.78 | 4,845.11 | Range 22- Step-1 | 32.78 | 5,681.83 | | |
| Daniel Wedgewood Utility-Maint-Worker-I | Step C | 20.72 | 3,523.33 | Range 13- Step-1 | | | 26.33 | 4,563.28 |
| Alex Allan Utility-Maint-Worker-I | Step C | 20.72 | 3,523.33 | Range 12- Step-1 | | | 26.33 | 4,563.28 |

The employee by employee placement in the New Pay Plan/Salary Matrix shall be determined by the Mayor and City Administration. Said placement shall be final and binding not subject to the grievance process.

Addendum 22.2 effective Jan. 1st 2026

New salary Matrix Range and Step placement

| Employee | Range/Step | Current Wage | New Range | New Wage |
|------------------|-----------------|--------------|------------------|------------------------------------|
| Alex Allen | Range 17 Step 2 | \$31.80 | Range 17 Step D2 | \$32.76 \$34.80 |
| Benjamin Perez | Range 22 Step 3 | \$37.06 | Range 22 Step E3 | \$38.17 \$37.06 |
| Daniel Wedgewood | Range 17 Step 3 | \$32.76 | Range 17 Step E3 | \$33.74 \$32.76 |
| Greg Watson | Range 27 Step 5 | \$44.48 | Range 29 Step F4 | \$46.74 \$46.37 |
| Jeremy Bowen | Range 34 Step 2 | \$48.39 | Range 35 Step D2 | \$51.09 \$49.60 |
| Jessica Bennett | Range 11 Step 3 | \$28.25 | Range 11 Step E3 | \$29.09 \$28.95 |
| Josiah Neipp | Range 11 Step 2 | \$26.62 | Range 12 Step C+ | \$28.11 \$27.29 |
| Justin Bassett | Range 12 Step 1 | \$27.29 | Range 12 Step C2 | \$28.11 |
| Michael Hodges | Range 15 Step 2 | \$30.27 | Range 16 Step E2 | \$32.92 \$31.03 \$39.13 \$37.99 |
| Todd Kindler | Range 22 Step 3 | \$37.06 | Range 23 Step E3 | |
| Traci Gunnyon | Range 20 Step 2 | \$34.25 | Range 21 Step D2 | \$36.16 \$35.10 |

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The employee by employee placement in the Pay Plan/Salary Matrix shall be determined by the Mayor and City Administration. Said placement shall be final and binding not subject to the grievance process

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2026-2028

COLLECTIVELY BARGAINED AGREEMENT

between

CITY OF
GOLDENDALE, WASHINGTON

and

COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

REPRESENTING

LOCAL 1533-G
MUNICIPAL EMPLOYEES
(NON-UNIFORMED EMPLOYEES)

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

EFFECTIVE
JANUARY 1, 2026, THROUGH DECEMBER 31, 2028

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ARTICLE I - PREAMBLE

1.1 This Collectively Bargained Agreement hereinafter referred to as the "CBA" is between the City of Goldendale, hereinafter referred to as the "Employer," and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

1.2 The purpose of the Employer and Union in entering into this CBA is to set forth their entire CBA with regard to wages, hours and working conditions so as to promote efficient operations; the morale and security of employees covered by this CBA; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the Employees.

ARTICLE II - RECOGNITION AND CHECK OFF

2.1 Exclusive Bargaining Agent: The CBA recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time non-uniformed Municipal Employees, excluding management personnel and elected officials, in the maintenance division as certified by the Department of Labor and Industries, Case No. SK 1448; and in City Hall, including the non-uniformed Police Department Employees as certified by PERC on July 7, 1993, Case No. 10519-E-93-1739 (adjusted in 1997 to comply with RCW 41.56.430). The Union and Employer agree that the Non-Uniformed and Uniformed contracts shall be bargained separately, and that no Non-Uniformed bargaining unit member shall participate in uniformed personnel negotiations or mediations.

2.2 Recognition of WSCCCE, AFSCME: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.

2.3 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

2.4 Questions about Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

2.5 Signed Dues Deduction Authorization: Current Union members and those who choose to join the Union Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.

2.6 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions shall be remitted to the Union together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

2.7 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer will provide the Union with information about new hires within a reasonable period of time from the date of hire. A Union official shall be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

2.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

2.9 Applicability of Personnel Policy: If the CBA does not specifically address a topic, then the City of Goldendale's Personnel Policy will apply to bargaining unit members.

2.10 Personnel Policies Changes: During the term of this CBA, if the City Council decides to modify the personnel policies referenced in section 2.9 above which would substantially change the wages, hours, or working conditions addressed in the personnel policies of employees covered by this CBA, then the City agrees to negotiate about the changes, including negotiations subsequent to implementation if necessary.

ARTICLE III - NONDISCRIMINATION

3.1 No Discrimination: It is mutually agreed that there shall be no discrimination because of lawful union activity, union membership, race, creed, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, Employees who feel they have been discriminated against shall be

encouraged to use the Grievance Procedure set under this CBA prior to seeking relief through other channels.

ARTICLE IV - DEFINITIONS

The following definitions apply throughout the CBA as used herein, the following terms unless the context indicates another meaning:

4.1 Anniversary Date: Original date of hire into the Employer's services, adjusted for leaves without pay, and/or breaks in service.

4.2 Bona-Fide Emergency: Inclusive of but not limited to life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action; Acts of God.

4.3 Class: A group of positions sufficiently similar in duties, responsibilities, authority, and minimum qualifications to permit combining them under a single title, and to permit an application of common standards for selection and compensation.

4.4 Compensatory Time: Time off in lieu of cash payment for overtime except on specially funded projects.

4.5 Dismissal: The termination of employment of a regular full-time, regular part-time, Employee pursuant to Article XIX.

4.6 Employees: All reference to Employee in this CBA, and designates both sexes. Whenever the male gender is used, it shall be construed to include both male and female employees.

4.7 Employer: The City of Goldendale.

4.8 Employer's Appointing Authority: 'The Mayor or his/her designee.

4.9 Immediate Family: An employee's immediate family includes the employee's spouse (or registered domestic partner), parents, grandparents, brothers, sisters, children, stepchildren and grandchildren.

4.10 Position: A group of duties and responsibilities normally assigned to an employee.

4.11 Probationary Period: The six (6) month trial period of employment following initial appointment, promotion or transfer to regular position in the Employer's service (See Article X, Section 10.1: Probationary Employees.) The Employer, upon agreement with the employee, may extend the employee's probation; but in no event shall the probation period be more than nine (9) months

4.12 Promotion/Transfer: If the six month (6) probationary period of an employee who has been promoted/transferred to a new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted/transferred. Any employee who is promoted/transferred to a higher classification, shall be placed at the minimum salary for that class unless that minimum is lower than, or the same as the employee's salary at the time of the promotion/transfer. At no time shall the rate of pay in the higher classification be less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

4.13 Regular Full-Time Employee: An employee who performs bargaining unit work on a full-time basis (forty (40) hours per week)).

4.14 Regular Part-Time Employee: Employees who perform bargaining unit work on a scheduled basis for an indefinite period of time and who has a normal work schedule less than forty (40) hours per week. Said employees are entitled to receive base pay for the position, the opportunity to progress across the pay plan structure in accordance with the length of service, and are also entitled to benefits on a pro rata basis, excluding dental and vision insurance. regular part-time employees work less than eight (8) hours a day, or less than forty (40) hours a week on a permanent basis, for six (6) or more consecutive months.

4.15 Regular Seasonal Employee: Employees hired to work in a regular position more than three (3) months but less than six (6) months. Seasonal employees are not subject to the provisions of this CBA.

4.16 Resignation: The voluntary action by an employee of terminating their employment.

4.17 Seniority: (Definition Only) Seniority for regular full-time employees and regular part-time employees shall consist of continuous service of an employee (including temporary employee time), that period of time beginning from their date of hire. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of authorized leave of absence without pay or lay-off, the employee will not earn seniority during the period of absence. Seniority terminates when an employee resigns, retires, is discharged or is not rehired within one (1) year of lay off.

4.18 Temporary Employee: Employee(s) hired to work for a defined period of time, in a regular position, or for overload, or special project work, not to exceed three (3) months. Temporary employees shall not accrue benefits, and are not subject to the provisions of this CBA.

4.19 Union: Council 2, Washington State Council of County and City Employees, Local 1533-G, American Federation of State, County, and Municipal Employees, AFL-CIO.

ARTICLE V - MANAGEMENT RIGHTS

5.1 **Core Management Rights**: The Union agrees that the Employer has core management rights which are controlled by the Employer. The Employer has the exclusive right to make and implement those decisions without negotiations about the decision(s) and the effect(s). Those core rights include but are not limited to the following:

- (a) The right to hire, transfer, promote, and/or lay-off employees;
- (b) The right to adopt, change and/or discontinue operations, practices, and/or the work of employees;
- (c) The right to establish and/or modify job classifications and descriptions;
- (d) The right to adopt and/or modify work rules, procedures, policies and/or directives;
- (e) The right to discipline employees;
- (f) The right to adopt, modify, and/or make any and all budgetary determinations;
- (g) The right to determine and/or change the hours of work;
- (f) The right to make and enforce reasonable safety rules and regulations;
- (g) The right to implement new equipment and procedures;
- (h) The right to determine and declare when an emergency exists and the actions necessary to deal with the emergency. Emergency includes life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications or circumstances, sudden or unexpected occasions for action.

5.2 **Cooperation**: The Union agrees to give full cooperation in carrying out the functions vested in the Employer for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the CBA or the rules and regulations herein agreed to. Violations by employees of the provisions of this CBA or the rules and regulations referred to above will warrant reasonable disciplinary action.

5.3 **Statutory Law**: Nothing in this CBA shall be interpreted to interfere with the rights of management inclusive of the City Council, the Mayor or the Administrator.

5.4 **Past Practice**: The Employer may change, alter or terminate past practices subject to the Employer providing the Union thirty (30) calendar days written notice of the proposed change during which time the Employer, if the Union so requests, will meet with the Union to negotiate its decision to change past practice and the effects thereof for a period not to exceed the thirty (30) calendar days, after which time the Employer is free to proceed with the change to past practices. In the event of a bona fide emergency as defined herein, the Employer has the right to change past practices giving as much notice as is practicable under these circumstances and an opportunity to negotiate the matter with the Union; all of which shall occur within adequate time to permit the Employer to respond to the emergency.

5.5 **Management Personnel**: The Employer reserves the right to allow management employees to perform bargaining unit work when a bona-fide emergency exists. This is not to be construed as a replacement for any bargaining unit employee or position.

ARTICLE VI - EMPLOYEE RIGHTS

6.1 Personal Life: The private life and activities of the employee, unless representing a conflict of interest, unless detrimental to the employee's work performance or detrimental to the Employer's services, detrimental to the Department's services and the programs administered by the agency, are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by management.

6.2 Personal Rights: In the event of charges or complaints made to the Employer against any employee, except where there is clear and immediate danger to person(s) or property, no Employer disciplinary action shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond, in which instance the employee shall be informed of the identity of the person or party making such charges or allegations, except in the case of harassment or other similar cases where the accuser's identity must be kept confidential. The parties respect the individual's right to confront their accuser except as provided above, but if the accuser's identity is provided, there shall be no retaliation by the employee or any of the employee's representatives in regards to charges or complaints. If there is retaliation, the employee will be subject to termination/discharge.

6.3 Representational Rights: Each employee, a designated representative (with written authorization from the employee), management and management's representatives shall have access to the employee's personnel file for the purpose of grievances and disciplinary actions or other proper purposes. Material placed into an employee's file, excluding customary and usual bookkeeping records, shall be brought to the attention of the employee and signed by the employee signifying that they have read it. The employee shall be given the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

6.4 Weingarten Representation: Employees shall have the right to have present, their representative, at any meeting between Management and the employee if said meeting is called for disciplinary consideration adversely affecting their conditions of employment, or if the meeting is anticipated to be confrontational, respective of their Weingarten Rights.

6.5 Working Conditions: The Employer and employee(s) will cooperate in the endeavor to maintain safe and healthful working conditions. The Employer agrees that no employee should work or be directed to work in a manner or under conditions that do not at least comply with minimum accepted safety practices or standards as established by the Washington State Division of Safety and the Washington State Department of Labor and Industries.

6.6 Grievance Rights: Any employee within the bargaining unit who believes they have a grievance, may seek their remedy by the grievance procedure provided in the CBA herein. A grievance is defined as a dispute regarding the interpretation, application or implementation of the specific terms and conditions of this CBA.

6.7 Work Rules: Employees shall be made aware in writing of existing work rules, new work rules, or changes to existing work rules. Except in a declared emergency, the Employer will give ten (10) working days notice prior to a rule taking effect.

6.8 Personal Property Loss: Employees may submit claims for work-related loss of personal property unavoidably lost or damaged while working, subject to the Employer's approval. The Employer has the right to deny a claim if the Employer determines it is unreasonable or unsupported by objective proof.

6.9 Local Union Officers/Stewards: Every Local Union Officer/Steward shall be recognized as a representative of the Union.

- (a) The name of the Union Officers and Stewards shall be affirmed in writing by the local Union secretary to the Employer within ten (10) working days after this CBA is signed and, thereafter, within ten (10) working days after any change in the designation of the local Union Officer(s) or Steward(s). Local Union Officer and Steward Selection is an internal local Union process which is not governed by this CBA.
- (b) The Union Officers and Stewards may engage in the adjustments of grievances with the Employer. The Employer may require the adjustment of grievances on the Employer's time, without loss of employee paid time when circumstances require.
- (c) The Union Officers or Stewards shall not leave their job in order to contact other employees regarding grievance resolution without prior permission from the Employer.
- (d) Through the Employer, employees may voluntarily donate compensatory time or vacation time to the Local Union Officers and Shop Stewards for paid time lost for Union business.
- (e) A Union Officer or Steward has no authority to give orders regarding working assignments to any employee except in the case where the Union Officer/Steward is in a lead or supervisory position. The Employer shall have authority to impose disciplinary action in the event a Union Officer/Steward acts without authority in this regard.

6.10 Personnel File/Records: For each City employee, a personnel file shall be maintained. The file shall show name, title, department, salary, past changes in status as an employee, and whatever additional information these rules, or the Employer requires. Changes in employee status shall be recorded in the respective employee's personnel file. This file shall be retained in accordance with State and Federal record keeping and personnel file regulations.

ARTICLE VII - CONTRACTING OUT

7.1 Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work, without negotiations about the decision and/or its effects, the work which has previously or historically been contracted out or subcontracted.

7.2 Bargaining the Effects of Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work not previously contracted out which would adversely affect the normal hours of work (not overtime, nor call-back, nor any other types of premium pays or work hours) of current bargaining unit employees at the time the Employer makes such position. Prior to the Employer implementing the contracting out or subcontracting, the Employer will provide thirty (30) calendar days written notice of this position to the Union, and provide an opportunity to bargain collectively in good faith the decision of the Employer and its effects.

7.3 Bona Fide Emergency: The notice and discussion provisions of this Article regarding the Employer's position to contract out or subcontract work and its effect shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of a bona fide emergency.

ARTICLE VIII - NEPOTISM

8.1 Employment of Relatives (Nepotism):

- (a) Employee's immediate family members and those living together as domestic partners will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority, or practical power, to supervise, appoint, remove, or discipline the other;
 - (2) Where one party would be responsible for auditing the work of the other;
or
 - (3) Where other circumstances exist, which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the City.
- (b) No relatives closer than fourth degree as defined in RCW 11.02.005(5) as now codified or hereafter amended, shall be employed within the same department of the City. Departments are defined as those approved by the City Council and as shown in the current organizational chart of the City.
- (c) If two employees marry, become immediate family members or begin living together as domestic partners, and as a result, the circumstances prohibited by Section (a) or (b) exist, only one of the employees will be permitted to stay employed with the City. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become immediate family members, or begin sharing living quarters with each other. If no decision has been made during this time, the most recently hired employee will be terminated.

8.2 Definitions/Nepotism: [For Purpose of This Article Only]

- (a) Immediate Family: An employee's immediate family includes the employee's spouse, child, parent, siblings, mothers and fathers-in-law, sons and daughters-in-law, grandparents, and step relatives of the same degree listed above.

ARTICLE IX - SENIORITY

9.1 Seniority: Length of service with the Employer, as well as individual skills, knowledge, and efficiency of the employees, shall be taken into consideration when recalling, promoting or transferring.

9.2 Probationary Period:

- (a) In the event an employee accepts a transfer or a promotion, and in spite of conscientious effort, fails to meet job standards within the six (6) months probationary period they will revert to their former position. The employee may bump a probationer within their original department first, then a probationer in another department provided they are qualified.
- (b) An employee transferring back to a position they previously held and had completed an initial probation period will not be required to serve an additional probation.

9.3 Seniority Ceases to Accrue: Seniority, or probationary days worked towards seniority, will be canceled and employment terminated by any of the following events:

- (a) Voluntary retirement;
- (b) Discharge for just cause;
- (c) Resignation or termination;
- (d) Continuing layoff/RIP in excess of twelve (12) consecutive months.

9.4 Written Seniority List: The Employer will issue a written seniority list to the Union's President on or before January 15th each year. The Union will have until February 15th to consider Employer errors and submit corrections.

ARTICLE X - PROBATIONARY EMPLOYEES

10.1 Probationary Employee: An employee will be on probation until they have actually worked six (6) consecutive months in the classification. During this period, the probationary employee:

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) The Employer may extend the probationary period upon agreement with the employee, but in no event shall the probationary period be more than a total of nine (9) months;

- (e) Upon the successful completion of the probationary period to the satisfaction of the City, the new employee will be entered on the seniority list as of the original date of original hire;
- (f) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the six (6) months probationary period, the period being computed from the original date of hire;
- (g) Employees on probation do not have the right to the grievance procedure.

ARTICLE XI - DISCIPLINARY ACTION

11.1 Implementation: If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- (a) Verbal Reprimand: Supervisor or department head;
- (b) Written Reprimand: Department head or Designee;
- (c) Suspension with or without Pay: Department head, Administrator, Mayor;
- (d) Demotion (if applicable): City Administrator or Mayor, in conjunction with the department head;
- (e) Termination: City Administrator or Mayor, in conjunction with the department head.

11.2 Degrees of Discipline: The degree of discipline administered is dependent on the severity of the infraction, the employee's record of discipline, performance reviews and other relevant factors except as provided herein. Disciplinary action will normally follow the doctrine of "just cause."

11.3 Timelines: References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:

- (a) If the disciplinary action is a verbal reprimand, the reference thereto shall be for the supervisor's use for a period not to exceed a period of twelve months. At the annual review, the employee may request that the verbal reprimand be removed from their supervisor's file. The verbal reprimand form is attached as Addendum 11.3.
- (b) If the disciplinary action is a written reprimand, the reference thereto shall remain in the employee's personnel file for a period of twelve (12) months from the date of the last infraction. At the annual review, the employee may request that the written reprimand be removed from their personnel file. If there is another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to the written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.
- (c) If the disciplinary action is a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of two (2) years

from the date of infraction. At the annual review, the employee may request that the suspension be removed from their personnel file. If there exists another disciplinary action resulting in suspension without pay as a result of a similar or substantially similar form of misconduct, then and in that event, both references to suspensions without pay shall remain in the personnel file for a period of two (2) years from the date of the last infraction.

- (d) Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- (e) If a written reprimand or suspension discipline is issued to an employee, that employee has the right to attach their version, or rebuttal of that discipline to be placed in their personnel file along with the discipline.

11.4 **Notice:** Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any pre-disciplinary or disciplinary meeting of the subject of the meeting and their right to Union representation at that meeting.

11.5 **Signatures:** Employees shall sign disciplinary actions as evidence only of having read the disciplinary action. A copy of disciplinary action document shall be provided to the employee and the Union Staff Representative at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation/rebuttal which will be attached to the Employer's disciplinary action document.

11.6 **Just Cause:** Employees may be disciplined for just cause. Employees may receive disciplinary action up to and including discharge for misconducts and/or violations including but not limited to the following examples:

- (a) Tardiness or absence from work without just cause;
- (b) Abuse of sick leave;
- (c) Willful falsification of reports;
- (d) Unauthorized use of equipment;
- (e) Theft of City property;
- (f) Willful damage to City property;
- (g) Recklessness;
- (h) Malfeasance, misfeasance, or neglect of duty;
- (i) Incompetence;
- (j) Insubordination or gross misconduct;
- (k) Using or working with the presence of intoxicants or drugs in an Employee's blood, breath and/or urine (See Personnel Manual for the Drug and Alcohol Testing Policy and Procedures Manual). The parties have agreed that the Personnel Manual Drug and Alcohol Policy and Procedures are also applicable to non CDL employees in this bargaining unit;
- (l) Failure to report for work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted;
- (m) Failure to report for work after cancellation of leave of absence;
- (n) Failure to report to work after a layoff;
- (o) Excessive abuse of rest periods after warning by supervisor.

11.7 Access to Personnel Files: Employees shall be given immediate, uncensored access to their personnel file upon demand. The Union's representative may be granted access to personnel files pursuant to PERC rulings.

11.8 Placement of Materials: The Employer shall notify the employee when any and all disciplinary material is placed into the employee's personnel file. The employee's signature, denoting that the employee has read the material, is required on these materials. (See 6.3).

ARTICLE XII - HOURS OF WORK

12.1 Regular Hours: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

12.2 Scheduled Work Days: Scheduled work days shall consist of consecutive hours, including unpaid meal periods and paid rest periods, respective of the Fair Labor Standards Act (FLSA). The rest/relief periods will be paid as though the time had been worked.

12.3 Work Week: The work week shall be forty (40) hours of work for all non-uniformed employees, exclusive of meal periods.* The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, followed by two (2) consecutive days of rest; or four (4) consecutive ten (10) hour days, either Monday through Thursday, or Tuesday through Friday, followed by three (3) consecutive days of rest, except as may be agreed to by the parties. However, different divisions of the department may work different work weeks and/or work shifts. If it is necessary in the interests of efficient operations to establish schedules other than the normal eight (8) hour to ten (10) hour day, the City will give at least one (1) calendar week notice of such change, bona fide emergencies notwithstanding.

* Meal periods as determined by department heads.

12.4 Work Shift: Eight (8) or ten (10) consecutive hours of work shall constitute a normal work shift. All non-uniformed employees shall be scheduled to work on a regular work shift. Each shift shall have a regular starting and quitting time. Employees understand that special assignments and bona fide emergencies may interrupt or extend the given regularly scheduled work shift. The early work shifts for street sweeping and snow removal shall be considered a regular work shift.

12.5 Posting of Work Schedules: Normal work schedules showing the employee's shifts, working days and hours as established and/or changed, from time to time, by the Employer shall be posted or made available to the employee at least one (1) calendar week prior to the effective date, unless a bona fide emergency should dictate otherwise. It shall be posted on the department bulletin board at all times.

12.6 Relief Periods: Employees will be afforded a fifteen (15) minute relief period during each shift half of four (4) hours or more duration. These relief periods will be paid as time worked.

12.7 Overtime:

- (a) Overtime: Work authorized and performed in excess of the scheduled work day or work week.
- (b) Each employee shall receive one and one-half (1½) times their regular straight time hourly rate of pay for the following:
 - (1) All work authorized and performed in excess of forty (40) hours in one (1) week.
 - (2) All work authorized and performed in excess of eight (8) hours in any eight (8) hour work day, or all work performed in excess of ten (10) hours in any ten (10) hour work day, if working a 4/10 shift.
- (c) Holiday pay, including the "Personal Holiday," shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week.
- (d) Vacation leave, sick leave, comp. time, and/or bereavement leave, shall be considered as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week, or eight (8) hours in a day.

12.8 Compensatory Time Accrual:

- (a) Effective January 1, 2026, compensatory time off may be accrued to a maximum of sixty (60) hours unless the Public Works Director approves additional accrual because of an emergency or other unusual circumstance.
- (b) Compensatory Time may be accumulated and carried over from month-to-month January 1 until December 10 up to a maximum of sixty (60) hours at any time during the year. The maximum number of hours to be carried over to the next year shall Not exceed forty (40) hours. Any hours in excess of forty (40) will be cashed out on or before December 10 of each year.
- (c) Compensatory Time Buy Back Program: The Employer will implement a compensatory time buy back program where the City will cash out compensatory time to a maximum of forty (40) hours accrued compensatory time. The relevant forms shall be submitted to the Clerk Treasurer. The Employer will pay the Employee their comp buy back on the December 10th check.

12.9 Fourteen (14) Day Notice: The Employer, upon fourteen (14) working days written notice to the Union, may change the work schedule from or to 5/8's or 4/10's respectively, emergencies excepted.

12.10 Callback:

- (a) Callback: A time when an employee is called to perform non-scheduled work.
- (b) Employees who are called back to work shall receive one and one-half (1.5) time

their regular straight time hourly rate of pay for all hours worked; provided, however, the employee shall receive not less than two (2) hours at the overtime rate. If an employee is called out a second time outside of the first two (2) hour period, the employee shall receive an additional emergency callback of not less than two (2) hours at the overtime rate.

(c) Previously Scheduled Overtime:

- (1) Previously scheduled overtime attendance shall be paid at a minimum rate of one (1) hour at the overtime rate of pay (time and one half (1.5) the employee's regular rate of pay).
- (2) By example, these scheduled overtimes shall be for, but not limited to, the following types of meetings: council meetings, planning meetings, training meetings, and committee meetings.

12.11 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.
- (b) When an employee is required to appear or testify outside of their regularly scheduled work hours, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

12.12 Safety Time Off: The Employer shall make a reasonable effort to provide employees with a minimum of twelve (12) hours safety time off between scheduled shifts.

12.13 Standby Duty: Beginning January 1, 2027, sections 12.13 and 12.14 shall no longer be in effect with regard to the number of standby employees. Beginning January 1, 2027, there shall be only one employee on standby and that employee will be eligible for compensation at the rate of \$4.00 per hour. Please see new section 12.15, which shall supersede sections 12.13 and 12.14. The Employer will determine if and when standby duty is needed as regards only the Water/Wastewater Treatment Plant. If an employee(s) is/are specifically directed by management to be on Water/Wastewater Treatment Plant standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as regards only the Water/Wastewater Treatment Plant. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plant.
- (b) A laptop/tablet, as determined by management, will be provided by the City to the employee directed to be on standby duty.
- (c) Effective January 1, 2021, an employee on Standby duty shall be compensated

\$2.50 per hour during the designated standby duty timeframe established by management.

- (d) If an emergency occurs requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10.

Examples, but not limited thereto, of applications of the above provisions, are as follows: An employee, who is certified as a Water/Wastewater Treatment Plant operator, and has a regular working shift of eight (8) hours, M-F, and if the management has chosen to have this employee be on standby duty for non-regularly scheduled working hours, that being sixteen (16) hours, M-F and all-day Saturday, Sunday and holidays subject to change with notice. Assuming testing is still required during non-regularly scheduled working hours, the employee on standby duty, while performing that testing, shall be paid under the callback provision outlined in Paragraph 12.10. During any callback duty, standby pay ceases, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified via the "tablet or other electronic device that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty or 2) If the employee is on standby duty and is notified, via the "tablet or other electronic means" and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved via tablet or other electronic means is subject to review and employee accountability by management.

The Employer and Union agree that the provisions of this section 12.13 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

12.14 Standby Duty for Certain Municipal Employees: Beginning January 1, 2027, sections 12.13 and 12.14 shall no longer be in effect with regard to the number of standby employees. Beginning January 1, 2027, there shall be only one employee on standby and that employee will be eligible for compensation at the rate of \$4.00 per hour. Please see new section 12.15 which shall supersede sections 12.13 and 12.14. The Employer will determine if and when standby duty is needed as regards certain municipal employees other than the two (2) employees addressed in Section 12.13 above who provide service to the Water/ Wastewater Treatment Plants. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as determined by management. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall

be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plants.

- (b) Effective January 1, 2021, an employee on Standby duty shall be compensated \$2.50 per hour during the designated standby duty timeframe established by management.
- (c) If an emergency occurs as determined by management requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10.

Examples, but not limited thereto, of applications of the above provisions, are as follows: Certain municipal employee(s), other than the two (2) employees addressed in Section 12.13 above, who have a regular working shift of eight (8) hours, M-F, and subject to management having decided to direct this employee to be on standby duty for non-regularly scheduled working hours, those hours would be 5 pm to 8 am M-F and all day Saturday, Sunday and holidays subject to change by management with notice if the circumstances permit sufficient time to provide notice. During any callback duty, standby pay ceases, provided, however, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified by phone that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty; or 2) If the employee is on standby duty and is notified by phone and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved by phone is subject to review and employee accountability by management.

The Employer and Union agree that the provisions of this section 12.14 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

12.15 Standby Duty for Municipal Employees: Effective beginning January 1, 2027, this section shall supersede Sections 12.13 and 12.14.

The Employer will determine if and when standby duty is needed as regards to Public Works employees. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as determined by management. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall

be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plants.

- (b) Effective January 1, 2027, an employee on Standby duty shall be compensated \$4.00 per hour during the designated standby duty timeframe established by management.

If an emergency occurs as determined by management requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10. Examples, but not limited thereto, of applications of the above provisions, are as follows: Public Works(s) employees who have a regular working shift of ten (10) hours (eight "8" hour shifts will adjust accordingly to 5:00 p.m. to 8:00 a.m.), Monday -Friday and subject to management having decided to direct this employee to be on standby duty for non-regularly scheduled working hours, those hours would be 5:00 p.m. to 6:00 a.m., Monday - Friday and all day Saturday, Sunday and holidays subject to change by management with notice if the circumstances permit sufficient time to provide notice. During any callback duty, standby pay ceases, provided, however, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified by phone that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty; or 2) If the employee is on standby duty and is notified by phone and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved by phone is subject to review and employee accountability by management.

The Employer and Union agree that the provisions of this section 12.15 are subject to change by management based on changes by management in technology, monitoring requirements, permit requirements, administrative regulations and City needs as well as requirements. The Union understands that under management rights the employer has the ability to make changes, which benefits the City for efficiency, finances, and productivity. Management shall take into consideration the Union Operators opinions and ideas for efficiency and production but taking into consideration opinions and ideas does not obligate management to bargain about the changes.

ARTICLE XIII - LAY OFF AND RECALL

13.1 Lay Off/Reduction In Force (RIF): Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. The Employer has the right to determine which classification(s) and department(s) will be the subject of layoffs and the Employer will notify the Union regarding the department(s) and classification(s) which will be subjected to layoffs. If it is determined that layoffs are necessary, Employees will be laid off in the following order:

- (a) In the event of layoff by classification(s) within a department, the employee(s) within the classification and within the department will be laid off in the affected department giving consideration to seniority within the classification and within the department and the ability of the employee to perform the remaining work available within the department, as determined by the employer, without further training. When two (2) or more employees have relatively equal experience, skill, and ability to do the work without further training, as determined by the Employer, the

employee(s) with the least seniority will be laid off.

- (b) Further, a senior person whose classification within a department has been determined to be the subject of the layoff may have the right to bump down by classification within the affected department based on seniority, skills and knowledge, special qualifications, and ability to do the work, as determined by the Employer and in accordance with Civil Service Board Rules.

13.2 Recalled To Employment: After layoff, a recalled employee must normally report for work within twenty-four (24) hours after being formally notified by registered mail. The employee will notify the Employer of their intent to return to work within twenty-four (24) hours of the registered mail notification. If the period of layoff has exceeded thirty (30) days, the employee will be allowed five (5) working days from the date the registered mail letter is received to report to work. In order to be eligible for recall, the employee must keep on file with the Employer a current mailing address.

- (a) Employees called to return from layoff to a position which they previously held and had completed an initial probationary period except if the position to be filled has changed substantially, will not be required to serve an additional probation.

13.3 Recall Status: Employees who are laid off shall be placed on recall status for a period of one (1) year. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

13.4 Recall Process: When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) working days after receiving the letter, by written communication to the Employer.

13.5 Removal from Recall Status: Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status.

13.6 Accruals: Benefits shall not accrue during lay-off. Employees recalled who accept the recall within one (1) year from the date of the layoff shall have previously accrued seniority and sick leave prior to layoff restored. Recalled employees shall not be required to serve a six (6) month probationary period.

ARTICLE XIV - HOLIDAYS

14.1 Paid Holidays: These holidays shall be designed as paid holidays for those employees who fill regular positions:

| Holiday Dates to be Observed | |
|------------------------------|------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| President's' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |

| | |
|------------------------|--------------------------------------|
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving | 4 th Friday in November |

14.2 Floating Holidays: Each employee may select two (2) personal holiday each calendar year, and the Employer must grant the holiday provided:

- (a) The employee has been continuously employed by the City for more than six (6) months.
- (b) The Floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied.
- (c) The employee and the supervisor may agree upon an alternate date.
- (d) If, however, the employee is working four (4) ten (10) hour day work week, the additional two (2) hours holiday pay may come from the floating holiday balance.

14.3 Holiday Regular Work Day: Employees for whom the holiday is a regularly scheduled work day shall be paid at time and one-half (1½) their regular pay rate.

14.4 Holiday Called In: Employees called in for work on a holiday shall be paid at time and one-half (1.5) their regular rate of pay.

14.5 Holiday Pay: Employees who qualify for a paid holiday will be paid eight (8) or ten (10) hours (as applicable, see 14.2(d)) at their regular straight time rate for each of these holidays not worked.

14.6 Holidays Falling on a Saturday or Sunday: Should an observed holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of these holidays falls on a Sunday, the following Monday will be observed as the holiday.

ARTICLE XV - VACATION/ANNUAL LEAVE

15.1 Vacation Accrual:

- (a) Earned vacation leave is paid leave. Vacation leave shall accrue in accordance with the following schedule if the employee is working 8-hour shifts :

| Months of Completed Service | Monthly Accrual Rate in Hours | Yearly Rate in Hours Per Year |
|-----------------------------|-------------------------------|-------------------------------|
| DOH-24 | 8.00 | 96 |
| 25- 60 | 10.00 | 120 |
| 61-108 | 12.00 | 144 |
| 109-168 | 14.00 | 168 |
| 169 and over | 16.00 | 192 |

- (b) Vacation leave shall accrue in accordance with the following schedule if the

employee is working 10-hour shifts *:

| Months of Completed Service | Monthly Accrual Rate in Hours | Yearly Rate in Hours Per Year |
|-----------------------------|-------------------------------|-------------------------------|
| DOH-24 | 10.00 | 120 |
| 25- 60 | 12.00 | 144 |
| 61-108 | 14.00 | 168 |
| 109-168 | 16.00 | 192 |
| 169 and over | 18.00 | 216 |

***If the employee's shifts are changed from 10-hour days to 8-hour days, the employee's accrual will revert to 8 hours rather than 10.**

- (c) The philosophy behind annual leave is to allow the employees time away from the workplace for rest and relaxation so that upon their return to that workplace, they are refreshed and able to perform to their optimum.

15.2 Accrual Onset: Upon satisfactory completion of the six (6) months probationary period, the employee shall be credited with six (6) vacation leave days. Employees shall be notified of accumulated vacation leave on a regular basis.

15.3 Accrual Regular Part-Time: Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to regular part-time employees who are employed on a regular basis. Accrual shall be on a continuing non-annual basis.

15.4 Accrual Earned: Vacation leave accrues on a bi-monthly basis. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

15.5 Choice of Annual Leave: To the extent possible, annual leave shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the department head shall make a determination as to which employees are permitted their annual leave. A senior employee shall have preference except they shall not bump a junior employee if said junior employee has first applied and received approval for the use of their annual leave.

15.6 Work During Vacation Period: Any employee who is requested to and does work during their vacation period shall be paid for regular hours at the rate of time and one-half (1½) their regular rate and shall retain their unused annual leave for use at a later date. Employees shall be subject to call back during vacation periods.

15.7 Vacation Rights: Vacation rights in case of lay-off or separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

15.8 Maximum Vacation Carryover/Exception/Payout:

- (a) Vacation leaves over the maximum accumulation of two hundred and forty (240) hours cannot be carried over unless the department head, with the concurrence of the City Administrator, has acknowledged in writing that the employee could not be released to take the requested vacation leave and only if the Employer determines that the provisions of subsection (e) below will be applied.
- (b) If the department head, with concurrence of the City Administrator, determines that it is in the best interest of the Employer and its operations to provide compensation for the additional accrual of vacation leave above two-hundred and forty (240) hours, the Employer may, on a case-by-case basis, determine whether to authorize the additional vacation carryover balance or provide compensation in lieu of forfeiture or neither, in the sole discretion of the Employer. This allowance, if approved by the Employer, is limited to forty (40) hours and the balance beyond the forty (40) hours shall be forfeited. The exercise of this determination is on a case-by-case basis and shall not be used as any type of precedent with regard to the allowance of compensation or additional time off carryover for vacation leave in excess of two hundred forty (240) hours.

ARTICLE XVI - SICK LEAVE

16.1 Earned: Sick leave is earned by an employee at the rate of eight (8) hours for each month of completed service. Employees earn eight (8) hours of sick leave on their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of the month. Terminating employees do not receive sick leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Part-time employees earn sick leave prorated to their time worked.

16.2 Eligibility: An employee must have completed their probationary period as defined in this CBA before they become eligible for sick leave. At the end of the applicable probationary period as defined in this CBA, they will have earned eight (8) hours of sick leave per month of probationary status.

16.3 Accumulation Cap: Sick leave is accumulated to a total of nine hundred and sixty (960) hours, after which time if not taken, lapse month by month; which means at no time can an employee have more than nine hundred and sixty (960) hours of sick leave due.

16.4 Usage: Sick leave may be taken for any of the following reasons:

- (a) Illness or injury which incapacitates the employee to the extent they are unable to perform their work.
- (b) Health care provider appointment(s) for the employee or immediate family only.
- (c) Emergency illness in the employee's immediate family.

16.5 Accrual Usage: Employees may only use the actual number of sick leave hours/days

accumulated. Sick leave accrues on a bi-monthly basis. Sick leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

16.6 Sick Leave While on Annual Leave: Sick leave can be claimed for employees on annual leave. Proof of illness shall be documented by the attending physician or health care provider.

16.7 Cash Out Upon Resignation: Upon voluntary resignation, an employee shall receive payment for twenty five percent (25%) of accumulated sick leave, not to exceed two hundred forty (240) hours.

16.8 Cash Out Upon Employee's Death: In the event of the death of an employee, the employee's estate shall receive payment for one hundred percent (100%) of accumulated sick leave, not to exceed two hundred forty (240) hours.

16.9 Sick Leave Notification: In order to qualify for time spent on sick leave, an employee shall, unless physically unable to do so; notify their immediate supervisor of the leave as soon as possible. The immediate supervisor shall be notified of scheduled appointments in advance.

16.10 Sick Leave Charged: Sick leave is charged in units of one-half($\frac{1}{2}$) hours. Amounts greater than one-half($\frac{1}{2}$) an hour shall be charged as a full hour. Only working days are charged and at the rate of one (1) regular work day of sick leave for each day of absence. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

16.11 Sick Leave Exchanged: At the employee's option, annual leave may be used as sick leave.

16.12 L&I Claim: An employee receiving industrial insurance time loss payments due to an on-the-job injury may use annual leave during the period covered, or the employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay upon submitting evidence of amount of industrial insurance payment received.

16.13 Health Care Provider's Report: At the Employer's discretion, a health care provider's report for sick leave may be required for incidents of sick leave lasting longer than three (3) consecutive days.

16.14 Accumulation Notification: Employees shall be notified of their accrued sick leave balance on a regular basis.

16.15 Usage Incentive: An employee who accrues and maintains the total allowable sick leave entitlement (960 hours) shall be given a twenty-five dollars (\$25.00) monthly salary increase for as long as the total entitlement is maintained.

16.16 Final Average Salary:* When applicable, upon retirement of an employee, the Employer shall make available to the Public Employees Retirement System I (PERS I) the unused sick leave

days computed into hours, to add to the gross amount of salary used in determining "final average salary."

*(PERS I only)

16.17 Family & Medical Leave Act: The parties are subject to compliance with the Family & Medical Leave Act (FMLA).

16.18 Maternity/Paternity: In accordance with the FMLA, Maternity/Paternity leave will be considered without sexual discrimination. As a part of Maternity/Paternity leave, the employee may consume any earned leaves.

16.19 Sick and Vacation/Annual Exhausted: In the event a regular employee or member of their immediate family has a medical event causing all of their accumulated vacation and sick leave hours to be exhausted, other regular employees may voluntarily transfer an amount not to exceed forty (40) hours of their accumulated vacation hours to be used by the employee in lieu of sick leave. An employee may transfer vacation hours to the other employee. All transfers within this bargaining unit are subject to prior approval by the Public Works Director. All donations shall be hour for hour not based on dollar amounts. Regular employees can only transfer vacation hours once per year per employee unless prior approval is determined by the Public Works Director. This donation of leave may be applicable to non-bargaining personnel if prior approval is determined by the City Administrator.

16.20 Shared Leave Contribution Form: Local 1533-G Shared Leave Contribution Form (please see Addendum 16.20). There is another form for non-bargaining unit personnel.

ARTICLE XVII - OTHER LEAVES

17.1 Civil Leave: Any employee who is called for jury or other civil duties shall receive from the Employer the difference between their regular pay and the compensation received for jury or other civil duties for the actual time they are required to be absent from work because of such duty. Any such absence shall not be counted as accumulated sick or annual leave.

17.2 Military Leave: A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

17.3 Bereavement Leave: In the event of death in the immediate family, an employee may use three (3) days of paid bereavement leave which shall not require deduction from the employee's sick leave bank when a death occurs in the employee's immediate family.

17.4 Leave of Absence for Union Work:

- (a) Local elected Union delegates may be given time off without pay to attend local, state council, or international conferences, conventions, or workshops provided it does not affect normal Employer operations.
- (b) Due to the engagement of the Employer's business, the Union Bargaining Team is granted time off with pay for the preparation of negotiations documents and for time spent in the negotiations process.
- (c) Written Requests for leave time off may be made to the Employer.
- (d) Notwithstanding a bona fide emergency, such application must be made to the Employer at least fourteen (14) working days in advance of the date the requested leave is to become effective.

17.5 Leave Pay Status: The Employer may grant leaves with or without pay on a case-by-case basis. These leave requests will be evaluated on their individual merits. The granting of such leave time shall be individually unique unto it and shall not establish a precedent or establish a past practice.

17.6 Required Training/Licensure: Required training/licensure time shall count as time worked and apply towards the forty (40) hour/eight (8) hour overtime threshold and shall be paid at the appropriate rate.

ARTICLE XVIII - TRAINING, TRAVEL AND CLOTHING ALLOWANCE

18.1 See Addendum 18.1.

18.2 Clothing Allowance: Effective January 1, 2026, each Financial/ Administrative Employee shall be allocated an annual three hundred dollars (\$300.00) clothing allowance for work related clothing as determined by the City Administrator. The clothing allowance will be paid on the January 10th paycheck.

18.3 Boot Allowance: Effective January 1, 2026, each Public Works Employee shall be allocated an annual four hundred dollars (\$400.00) boot allowance for work related boots. The boot allowance will be paid on the January 10th paycheck.

18.4 Uniform Allowance: Each Public Works Employee shall participate in a City provided uniform program. The uniform shall consist of shirts and jeans/pants, the uniform shall be agreed upon by the Union and the City.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 Employee Grievances: Crucial to the cooperative spirit with which this CBA is made between the Union and Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should any employee feel their rights and privileges under this agreement have been violated, they shall consult with their Union Representative. Discharge of a probationary employee is not subject to the Grievance Procedure.

19.2 Adherence to Timelines: Each grievance must be submitted in accordance with the following procedure within the time frame set forth herein below, and if it is not submitted

within the applicable time frame, then said grievance shall be considered waived and forever lost. All time limits may be extended by mutual written agreement. If either the Union or the Employer default on the time frames as outlined in the steps of the grievance procedure, the grievance is then considered resolved in the other party's favor. There will be no extension of time for the initial filing of the grievance in accordance with the grievance procedure.

19.3 Steps/Timelines:

- (a) Step I: The aggrieved employee and their Union Representative shall, within ten (10) working days of the date that the grievance occurred, present the facts in writing to their supervisor, with a copy to the City Administrator. Within ten (10) working days thereafter, the supervisor shall submit his/her written answer to the Union Representative and the aggrieved Employee, with a copy to the City Administrator.
- (b) Step II: Should the aggrieved employee decide that the reply of the supervisor is unsatisfactory, the aggrieved employee shall, within ten (10) working days, submit the facts of the grievance in writing to the City Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall, within ten (10) working days submit his/her written answer to the Union Representative and the aggrieved employee.
- (c) Step III: Should the aggrieved Employee decide that the reply of the City Administrator is unsatisfactory, the Union Grievance Committee shall, within twenty (20) working days, submit the facts of the grievance in writing to the Mayor or his/her designee. Upon receipt of the written facts of the grievance, the parties shall arrange for a meeting between the Union Grievance Committee and the Management Grievance Committee within twenty (20) working days for the negotiation of the issue. The Management Grievance Committee will then issue a decision within twenty (20) working days from the date of the meeting.
- (d) Step IV: If the decision is contested, the grievance shall be submitted to final and binding arbitration within thirty (30) working days following the date of receipt of the decision referenced in Step III herein above and in accordance with the following provisions. The Employer and the Union agree that final and binding arbitration shall be before a single arbitrator.

19.4 Union/Employer Grievance: A grievance by the Union against the Employer, or by Employer against the Union, must be filed in written form to the Employer, or to Union's Staff Representative, respectively, within twenty (20) working days after the parties knew, or reasonably should have known of the event giving rise to the Grievance. Thereafter, the Employer/Union's Staff Representative shall respond in writing to the other party within twenty (20) working days after receipt of the grievance. If no agreement is reached within thirty (30) working days, the grievance shall be referred for arbitration.

19.5 Final and Binding Arbitration: In Step III, failure to timely appeal the grievance shall render final and binding the decision established in Step III herein above. The request shall specifically identify the issue(s) related to the grievance as previously established during the original finding of

said grievance.

19.6 Arbitrator - Selection: The Employer and the Union will request an arbitrator from the Public Employment Relations Commission (PERC). In the event that either party rejects the PERC assigned arbitrator, then the City and the Union will request PERC to submit a list of eleven (11) names of arbitrators from which the selection will be made. The process of elimination will take place by way of the Employer and the Union having the right to strike two names from the list. The party will strike the first name; the other party shall then strike one; then the parties shall each strike one more name, alternately until the remaining name shall be the arbitrator.

19.7 Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date.

19.8 Limitation, Scope and Power of Arbitrator:

- (a) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this CBA.
- (b) The power of the arbitrator shall be limited to interpretation of or application of the terms of this CBA or to determine whether there has been a violation of the terms of this CBA by the Employer or the Union and/or employee(s).
- (c) The arbitrator shall consider and decide only the question of issue(s) raised at Step II and said arbitrator shall not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step II, unless the parties agree in writing, to combine the issues of similar grievances into a single arbitration.
- (d) The arbitration shall be conducted in accordance with PERC rules and regulations.

19.9 Arbitration Award - Damages - Expense:

- (a) Arbitration awards shall not be made for time prior to the date of this occurrence upon which the grievance is based.
- (b) Each party hereto shall pay the fees and expenses of their own representatives, witnesses and other costs associated with the presentation of their case and half (1/2) the expense of the arbitrator and half(1/2) the expense of a court reporter and the transcript. Local president or designee, grievant or witnesses that normally would be working during an arbitration proceeding will be paid at their regular rate of pay by the employer. This will not include overtime. Each party shall be solely responsible for paying for their own attorneys' fees and expenses.

ARTICLE XX- UNION VISITS

20.1 Union Visits: The Employer shall admit to the Employer's property, during working hours, any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this CBA is being observed by the parties hereto and to assist in adjusting grievances. The privilege shall be exercised so no time is lost unnecessarily to the Employer. Such Union representative(s) shall make prior arrangements for such visits with the Employer, or his designated representative, before entering the Employer's premises.

ARTICLE XXI - HEALTH AND WELFARE

21.1 Medical and Hospital Insurance: The Employer provides fully paid medical and hospital insurance for all regular full-time employees and a prorated medical and hospital insurance for regular part-time employees commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to dependent medical insurance premiums is limited to ninety percent (90%) for the term of the agreement. The employees shall pay ten percent (10%) by payroll deduction.

21.2 Dental Insurance: The Employer provides a dental insurance plan for all regular full-time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to the premium for the employee and their dependents is one hundred percent (100%) for the term of the agreement.

21.3 Vision Insurance: The Employer provides a vision insurance plan for all regular full-time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. The Employer's contribution to the premium for the employee and their dependents is one hundred percent (100%) for the term of the agreement.

21.4 The City will contribute the following monthly amounts towards a Health Savings Account (HSA):

- (a) For an employee-only plan: the Employer will contribute the maximum amount permitted by the IRS. The final and binding decision shall be determined by the City Administrator.
For other than an employee-only plan (family): the Employer will contribute the maximum amount permitted by the IRS. The final and binding decision shall be determined by the City Administrator.
- (b) Any front-loading requests may be considered on a case-by-case basis. The decision of the City Administrator shall be final and binding.

21.5 Life Flight Group Insurance: The City will pay the yearly dues for the term of this CBA.

ARTICLE XXII - WAGES

22.1 Hourly Rate: The employees' regular hourly rate of pay shall be calculated by dividing the monthly rate of pay by 173.33.

22.2 Wages:

- A. Effective beginning January 1, 2026, a Cost of Living increase of three point zero percent (3.0%) will be added to the compensation matrix. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.

- B. Effective beginning January 1, 2027, a Cost of Living increase of two percent (2%) will be added to compensation matrix. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.
- C. Effective beginning January 1, 2028, a Cost of Living increase of two percent (2%) will be added to compensation matrix. All wage calculations shall be determined by the City Administrator and shall not be subject to any grievance procedure.
- D. Effective January 1, 2026, employees placement in the salary matrix shall be revised as determined by the Public Works Director and City Administrator in order to promote progression on a fair basis. The determinations by the Public Works Director and City Administrator shall be final and binding on the employees and the union. None of the determinations shall be subject to the grievance process. See Addendum 22.2.

22.3 New Pay Plan/Salary Matrix Movement: For all classifications covered by this CBA, upon successful completion of all necessary certifications, training, and experience, as outlined in the job descriptions and subject to evaluation and determinations by the City management, the employee will move in the new pay plan/salary matrix from one step to the next subject to satisfactory completion of the necessary criteria set forth in the job descriptions and as determined by management.

For new employees, all determinations as to steps and ranges shall be made by City management and shall not be subject to the grievance procedures.

For current employees, the initial placement within the new pay plan/salary matrix range and step shall be determined by City management and shall not be subject to the grievance procedures.

22.4 New Pay Plan/Salary Matrix Factors:

22.4.1 Separation is 2.5% between ranges.

22.4.2 Separation is 3.0% between steps.

22.4.3 There is one (1) year in each step before moving to the next step.

22.5 Longevity Incentive Increment Pay Schedule: The longevity incentive is the Employer's recognition of the skills, knowledge, and experience that the employees bring to their positions. Longevity is earned by regular full-time employees, and regular part-time employees. Longevity shall be adjusted by the employee's anniversary date, if they are placed on the Employer's payroll on or before the 15th of the month the employee's anniversary date for longevity shall begin the first day of that month. If an employee is placed on the Employer's payroll on or after the 16th of the month the employee's anniversary date for longevity shall begin the 16th of the month.

22.6 Longevity pay shall be paid as follows:

- (a) Monthly Payment: To each eligible employee, to be paid each month with their monthly pay.
- (b) Longevity pay will be prorated as follows: Twenty (20) hour work week earns half(½) of the employee's respective longevity incentive.

22.7 Longevity Schedule: Longevity incentive pay changes its accrual rate on the employee's respective anniversary date.

| LONGEVITY SCHEDULE | | |
|----------------------------|---------------------------------|--------------------------------|
| Completed Years of service | Monthly Longevity Increment Pay | Hourly Longevity Increment Pay |
| 5 | \$30 | \$0.17 |
| 6 | \$60 | \$0.35 |
| 7 | \$90 | \$0.52 |
| 8 | \$120 | \$0.69 |
| 9 | \$150 | \$0.87 |
| 10 | \$180 | \$1.04 |
| 11 | \$210 | \$1.21 |
| 12 | \$240 | \$1.38 |
| 13 | \$270 | \$1.56 |
| 14 | \$300 | \$1.73 |
| 15 | \$330 | \$1.90 |
| 16 | \$360 | \$2.08 |
| 17 | \$390 | \$2.25 |
| 18 | \$420 | \$2.42 |
| 19 | \$450 | \$2.60 |
| 20 | \$480 | \$2.77 |
| 21 | \$510 | \$2.94 |
| 22 | \$540 | \$3.12 |
| 23 | \$570 | \$3.29 |
| 24 | \$600 | \$3.46 |
| 25 | \$630 | \$3.63 |
| 26 | \$660 | \$3.81 |
| 27 | \$690 | \$3.98 |
| 28 | \$720 | \$4.15 |
| 29 | \$750 | \$4.33 |
| 30 | \$780 | \$4.50 |

22.8 Paydays: Shall be on or before the 10th and 25th of each calendar month. Provisions for an earlier payday for an employee on vacation, leave, etc., shall be made at the Employer's discretion.

ARTICLE XXIII - JOB POSTING, TRANSFER AND PROMOTIONS

23.1 Right of First Refusal: Current Employees holding bargaining unit positions will be given right of first refusal for filling job vacancy through transfer or promotions. If current Employees are not qualified to assume the duties, the Employer may recruit from outside the current work force.

23.2 Vacancies Filled: The Employer's decision to fill a vacancy by transfer or promotion of a current Employee will be made on the basis of the provisions contained in Article IX, Section 9.1 - Seniority in this CBA.

23.3 In House Posting: Announcements of position vacancies will be posted in all departments for five (5) working days prior to the announcement of the position to the public.

23.4 Nature and Type of Examinations: An examination for a position may be written, verbal, a measure of physical fitness, or any performance test, or any combination thereof. Examinations shall consist of material that tests fairly and equally the capacity and fitness of an applicant to perform effectively the duties of the position for which the examination is given. The necessity for an examination and the type thereof shall be determined by the department head with the advice of the Employer. In cases where a physical examination is deemed advisable for the position, the Employer shall pay the cost.

23.5 Notification: All applicants for employment shall be notified in writing if they may be affected by any action at the time of the following:

- (a) Receipt of application; or
- (b) Disqualification for cause; and/or
- (c) The filling of the position applied for.

23.6 New Job Rates and Wages: The Employer has the right to establish new job classifications. Under RCW 41.56, rates of pay for new job classifications are negotiable. New job classifications are considered vacancies.

ARTICLE XXIV - ENTIRE CBA

24.1 Entire CBA: This CBA constitutes the complete and entire CBA by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this CBA shall be binding on the parties except this provision does not preclude parties from presenting evidence regarding the parties' intentions for language provisions and/or changes to language.

ARTICLE XXV - SEPARABILITY

25.1 Separability:

- (a) In Accordance with the Rules and Regulations of the Washington State Public Employment Relations Commission, under RCW 41.56, this CBA supersedes all conflicting City ordinances, rules and policies and all conflicting RCW's.

- (b) If any provision of this CBA, or its supplements, shall be held invalid due to federal or state statutes, the remainder of this CBA shall not be affected, and the parties agree to meet and negotiate the affected sections.

ARTICLE XXVI - SAVINGS CLAUSE

26.1 Savings Clause: Should any provision of this CBA be found to be in violation of any federal, state, or local law, all other provisions of this shall remain in full force and effect for the duration of this CBA.

ARTICLE XXVII - TERM OF AGREEMENT

27.1 Term of Agreement: This Agreement shall become effective January 1, 2026, except as otherwise provided, and shall remain in effect until December 31, 2028.

27.2 Successor CBA: The parties agree that negotiations for a successor CBA will attempt to begin in August of any given last year of any current CBA.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below, herein on this _____ day of _____ 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Dusty Morford
Staff Representative

Dave Jones, Mayor
City of Goldendale

Greg Watson
Bargaining Team / Municipal

Sandy Wells, City Administrator
City of Goldendale

Represented by:

Jeremy Bowen
Bargaining Team / Municipal

Anthony F Menke
Management Attorney

ADDENDUM 11.3
VERBAL REPRIMAND

1. Tardiness or absence from work without just cause.
2. Abuse of sick leave.
3. Unauthorized use of equipment.
4. Recklessness.
5. Neglect of Duty.
6. Incompetence.
7. Insubordination.
8. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted.
9. Failure to report to work after cancellation of leave of absence.
10. Excessive abuse of rest periods after warning by supervisor.
11. Any other just causes as set forth in Civil Services Rules, arbitration cases and/or statutes.

Notes:

Signature of Supervisor and Date

Signature of Employee and Date

The employee, by signing this document, is not admitting guilt, only that the employee has seen and received it.

This Verbal Reprimand shall be removed from Supervisor's file no later than one (1) year from date above.

ADDENDUM 16.20
SHARED LEAVE CONTRIBUTION

Local 1533-G Shared Leave Contribution

Name: _____

Date Submitted to Local 1533-G: _____

Department: _____

Work Phone: _____

Home Phone: _____

My Shared Leave Contribution consists of the following type(s) of earned leave:

I have indicated the respective number(s) of hours from Vacation Accruals to:

Donated Employee Name:: _____ Type of

Leave: _____ Hours: _____

Signature: _____

Other Information: Include reasoning for transfer

ADDENDUM 18.1
TRAINING AND TRAVEL

A. GENERAL PROVISIONS:

1. Needs of the City or Department: The need for travel is based on the requirements of a specific job or Department. While the convenience of the employee shall be considered, the City or Department needs shall be the more important factor. Any travel outside Washington or Oregon must be pre-approved by the Mayor, or his/her designee.
2. Cost Reimbursement Basis: Travel expenses to out-of-City locations shall be provided on a reasonable and prudent basis as approved by the department head or designee.
3. Sharing of Costs: Employees attending the same function should share transportation whenever possible. If not feasible due to different departure times or dates, the most cost-effective method is to be used. If employees incur extra expenses for their own convenience; they will be required to pay for the additional costs.
4. Travel to and from Home: Travel to and from one's home to their regularly assigned work site is not a reimbursable travel expense.
5. Travel Funded by Another Agency: When an organization other than the City of Goldendale agrees to pay out-of-area travel expenses for City employees, reimbursement will be according to that organizations travel policies.
6. Authorization for Travel: Employees requesting authorization for travel will submit requests to their department head. Without approval by the Mayor, or his/her designee, no unauthorized travel companions are allowed in City vehicles.

B. TRAVEL EXPENSES:

1. Advance Travel Funds: Advance travel funds must be approved by the City Administrator prior to the issuance of an Advance Travel Check for the specific amount. The advance funds request must be documented as to exact need and cost and approved by the department head prior to presentation to the City Administrator. All of the above mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (1) week prior to scheduled travel
2. Mileage Reimbursement Rate: Whenever possible, a City vehicle should be used for travel for authorized City business. The Internal Revenue Service rate for mileage is used when City of Goldendale representatives or employees use their personal vehicles for authorized City business. The purpose of such reimbursement is to cover costs of gas; oil, maintenance, and insurance. Mileage is calculated at the IRS approved rate.
3. Insurance Requirements: State law requires that owners of motorized vehicles carry an established amount of liability insurance. Employees who fail to do so while using their personal vehicle for City business may have travel expenses related to the use of their personal vehicle denied.
4. Receipts for Public Transportation: When using public transportation, receipts are required for reimbursement. Public transportation includes, but may not be

limited to, airline, railroad, bus, taxi, and airport limousine service. Hotel transportation should be used whenever possible.

5. Airline Travel: When airline travel is required, the most economical ticket is to be purchased. It is acknowledged that airfares are frequently lower if a schedule is established to the convenience of the airline. Such schedules may result in an employee staying longer at the destination than the business trip requires. If savings can be substantiated as a result, meal and lodging expenses may be approved by the department head.
6. Parking: Receipts for parking must be included with requests for reimbursement, when available.
7. Use of City Vehicles: Employees attending training, etc., outside the City of Goldendale will make every attempt to utilize City vehicles. When utilizing City vehicles, all receipts for expenses (*i.e.*, gas, oil, etc.) will be required for reimbursement.

C. MEAL EXPENSES:

1. Meals will be reimbursed by presenting receipts and a completed Travel Expense Voucher to the Mayor or his/her designee, within ten (10) days of return. Meals may be charged on the room bill; however, meal receipts should be submitted with the hotel bill.
2. Unless otherwise approved by the department head, maximum meal rates for twenty-four (24) hours or greater should not exceed the per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management. If traveling less than a twenty-four (24) hour period the per-meal subsistence guidelines attached hereto (and as the same shall be updated) should be used. Reimbursement may be made for meals in excess of the above limits when the meal is part of an official business function, *i.e.*, conference banquets. Exceeding the above limits requires a written explanation, to the City Administrator in order to be considered for reimbursement.
3. The reasonable cost of meals during or in conjunction with meetings directly related to City business held either in Goldendale or at another location are allowed.
4. Receipts are required for reimbursement.

D. LODGING EXPENSES:

1. Lodging in out-of-area locations will be reimbursed at cost. As a general rule, reasonable lodging should be sought (See the Washington State Travel Rates prepared by the Office of Financial Management). In a case where the City has a contract vendor in the area, then the employee must use the vendor. Lodging should be obtained at commercial or government rates whenever possible. Receipts for lodging must be turned in at the time of the request for reimbursement. A purchase order may also be used and the City will be billed directly. The per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management should be used as a guideline. Exceeding the above limits requires a written explanation to the City Administrator in order to be reimbursed.

- E. REGISTRATION AND CONFERENCE FEES: Required registration and conference fees may be handled in one of three ways:
1. Where time allows, the City pays the fee directly to the conference sponsor prior to the event;
 2. A purchase order may be written to the conference sponsor and the City will be billed directly for the registration fee; or,
 3. The employee personally pays the fee and is reimbursed as part of the reimbursement request. A copy of the employees canceled personal check or a receipt and a copy of the registration form must be submitted for reimbursement.
- F. ALLOWABLE MISCELLANEOUS EXPENSES: Other allowable expenses may include but are not limited to car rentals; rental of rooms to conduct official business; charges for photocopying or other clerical requirements; business telephone calls; personal phone calls incidental to City business (*i.e.*, a call to let family know you arrived safely or will be late returning and the like, not to exceed five dollars (\$5.00) per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate expenditure or procedure, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the Mayor or his/her designee, and/or the City Council have the authority to accept or reject claims for reimbursement.
- G. UN-REIMBURSABLE EXPENSES: Certain travel expenses are considered as personal and are not essential to the transaction of official agency business and are not reimbursable. Such unallowable expenses include but are not limited to laundry or valet service; entertainment expenses including the cost of alcoholic beverages; tobacco products; radio, television, movie or VCR rental; cost of transportation to and from places of entertainment; cost of personal trip insurance; lengthy personal use charges; cost of room service; cost of personal reading materials; barber or beauty parlor expenses; personal toilet articles; postage; medical or hospital expenses; theft, loss or damage to personal property; expenses for spouse, family or other persons not authorized to receive reimbursement; and the like.

ADDENDUM 22.2

2026 NEW PAY PLAN/ SALARY MATRIX
 GENERIC PAY PLAN/SALARY MATRIX
 3% increase

| | Step C | Step D | Step E | Step F | Step G |
|-----------------------------------|---------|----------|----------|----------|----------|
| | 1 year | 1 year | 1 year | 1 year | 1 year |
| Utility Maint Super | 8597.14 | 8855.05 | 9120.70 | 9394.33 | 9676.15 |
| | 9970.04 | 10269.15 | 10577.22 | 10894.54 | 11221.37 |
| Utility Maint Worker III | 6392.45 | 6584.23 | 6782.75 | 6985.21 | 7194.76 |
| | 7232.47 | 7449.45 | 7672.93 | 7903.12 | 8140.21 |
| Utility Maint Worker II | 5512.19 | 5677.56 | 5847.88 | 6023.32 | 6204.02 |
| | 6392.45 | 6584.23 | 6781.75 | 6985.21 | 7194.76 |
| Utility Maint Worker I | 4871.97 | 5018.13 | 5168.68 | 5323.74 | 5483.45 |
| | 5650.00 | 5819.50 | 5994.08 | 6173.90 | 6359.12 |
| Mec/Utility Maint Worker II | 6236.54 | 6423.64 | 6616.34 | 6814.83 | 7019.28 |
| | 7232.47 | 7449.45 | 7672.93 | 7903.12 | 8140.21 |
| Wastewater Treatment Plant | | | | | |
| WWTP Supervisor | 7413.29 | 7635.68 | 7864.75 | 8100.70 | 8343.72 |
| | 8812.07 | 9076.43 | 9348.72 | 9629.18 | 9918.06 |
| WWTP Operator II | 6236.54 | 6423.64 | 6616.34 | 6814.83 | 7019.28 |
| | 7232.47 | 7449.45 | 7672.93 | 7903.12 | 8140.21 |
| WWTP Operator 1 | 5377.75 | 5539.08 | 5705.25 | 5876.41 | 6052.70 |
| | 6084.43 | 6266.96 | 6454.97 | 6648.62 | 6848.08 |
| City Hall | | | | | |
| Administrative Assistant III | 6084.43 | 6266.96 | 6454.97 | 6648.62 | 6848.08 |
| | 7056.07 | 7267.75 | 7485.79 | 7710.36 | 7941.67 |
| Administrative Assistant II | 5377.75 | 5539.08 | 5705.25 | 5876.41 | 6052.70 |
| | 6084.43 | 6266.96 | 6454.97 | 6648.62 | 6848.08 |
| Administrative Assistant I | 4753.15 | 4895.74 | 5042.61 | 5193.89 | 5349.71 |
| | 5650.00 | 5819.50 | 5994.08 | 6173.90 | 6359.12 |

2027 NEW PAY PLAN/ SALARY MATRIX
 GENERIC PAY PLAN/SALARY MATRIX
 2% increase

| | Step C | Step D | Step E | Step F | Step G |
|-----------------------------------|----------|----------|----------|----------|----------|
| | 1 year | 1 year | 1 year | 1 year | 1 year |
| Utility Maint Super | 8769.07 | 8944.46 | 9123.34 | 9305.81 | 9491.93 |
| | 10169.44 | 10372.83 | 10580.28 | 10791.89 | 11007.73 |
| Utility Maint Worker III | 6520.30 | 6650.70 | 6783.72 | 6919.39 | 7057.78 |
| | 7377.12 | 7524.66 | 7675.15 | 7828.66 | 7985.23 |
| Utility Maint Worker II | 5622.43 | 5734.88 | 5849.58 | 5966.57 | 6085.90 |
| | 6520.30 | 6650.70 | 6783.72 | 6919.39 | 7057.78 |
| Utility Maint Worker I | 4969.41 | 5068.80 | 5170.17 | 5273.58 | 5379.05 |
| | 5762.99 | 5878.25 | 5995.82 | 6115.73 | 6238.05 |
| Mec/Utility Maint Worker II | 6361.27 | 6488.49 | 6618.26 | 6750.63 | 6885.64 |
| | 7377.12 | 7524.66 | 7675.15 | 7828.66 | 7985.23 |
| Wastewater Treatment Plant | | | | | |
| WWTP Supervisor | 7561.55 | 7712.78 | 7867.03 | 8024.37 | 8184.86 |
| | 8988.30 | 9168.07 | 9351.43 | 9538.46 | 9729.23 |
| WWTP Operator II | 6361.27 | 6488.49 | 6618.26 | 6750.63 | 6885.64 |
| | 7377.12 | 7524.66 | 7675.15 | 7828.66 | 7985.23 |
| WWTP Operator 1 | 5485.30 | 5595.00 | 5706.91 | 5821.04 | 5937.46 |
| | 6206.11 | 6330.23 | 6456.84 | 6585.98 | 6717.70 |
| City Hall | | | | | |
| Administrative Assistant III | 6206.11 | 6330.23 | 6456.84 | 6585.98 | 6717.70 |
| | 7197.19 | 7341.13 | 7487.95 | 7637.71 | 7790.47 |
| Administrative Assistant II | 5485.30 | 5595.00 | 5706.91 | 5821.04 | 5937.46 |
| | 6206.11 | 6330.23 | 6456.84 | 6585.98 | 6717.70 |
| Administrative Assistant I | 4848.21 | 4945.17 | 5044.07 | 5144.95 | 5247.85 |
| | 5762.99 | 5878.25 | 5995.82 | 6115.73 | 6238.05 |

2028 NEW PAY PLAN/ SALARY MATRIX
 GENERIC PAY PLAN/SALARY MATRIX
 2% increase

| | Step C | Step D | Step E | Step F | Step G |
|-----------------------------------|----------|----------|----------|----------|----------|
| | 1 year | 1 year | 1 year | 1 year | 1 year |
| Utility Maint Super | 8944.46 | 9123.35 | 9305.82 | 9491.93 | 9681.77 |
| | 10372.83 | 10580.29 | 10791.89 | 11007.73 | 11227.89 |
| Utility Maint Worker III | 6650.71 | 6783.72 | 6919.39 | 7057.78 | 7198.94 |
| | 7524.66 | 7675.16 | 7828.66 | 7985.23 | 8144.94 |
| Utility Maint Worker II | 5734.88 | 5849.58 | 5966.57 | 6085.90 | 6207.62 |
| | 6650.71 | 6783.72 | 6919.39 | 7057.78 | 7198.94 |
| Utility Maint Worker I | 5068.80 | 5170.18 | 5273.58 | 5379.05 | 5486.63 |
| | 5878.25 | 5995.82 | 6115.74 | 6238.05 | 6362.81 |
| Mec/Utility Maint Worker II | 6488.49 | 6618.26 | 6750.63 | 6885.64 | 7023.35 |
| | 7524.66 | 7675.16 | 7828.66 | 7985.23 | 8144.94 |
| Wastewater Treatment Plant | | | | | |
| WWTP Supervisor | 7712.78 | 7867.04 | 8024.38 | 8184.86 | 8348.56 |
| | 9168.07 | 9351.43 | 9538.46 | 9729.23 | 9923.82 |
| WWTP Operator II | 6488.49 | 6618.26 | 6750.63 | 6885.64 | 7023.35 |
| | 7524.66 | 7675.16 | 7828.66 | 7985.23 | 8144.94 |
| WWTP Operator 1 | 5595.01 | 5706.91 | 5821.05 | 5937.47 | 6056.22 |
| | 6330.24 | 6456.84 | 6585.98 | 6717.70 | 6852.05 |
| City Hall | | | | | |
| Administrative Assistant III | 6330.24 | 6456.84 | 6585.98 | 6717.70 | 6852.05 |
| | 7341.13 | 7487.96 | 7637.72 | 7790.47 | 7946.28 |
| Administrative Assistant II | 5595.01 | 5706.91 | 5821.05 | 5937.47 | 6056.22 |
| | 6330.24 | 6456.84 | 6585.98 | 6717.70 | 6852.05 |
| Administrative Assistant I | 4945.17 | 5044.07 | 5144.96 | 5247.86 | 5352.81 |
| | 5878.25 | 5995.82 | 6115.74 | 6238.05 | 6362.81 |

ADDENDUM 22.2

CURRENT EMPLOYEE BY EMPLOYEE PLACEMENTS IN NEW PAY PLAN/SALARY

Addendum 22.2 - Effective January.1, 2026
New Salary Matrix Range and Step Placement

| Employee | Range/Step | Current Wage | New Range | New Wage |
|------------------|-----------------|--------------|-----------------|----------|
| Alex Allen | Range 17 Step 2 | \$31.80 | Range 17 Step D | \$32.76 |
| Benjamin Perez | Range 22 Step 3 | \$37.06 | Range 22 Step E | \$38.17 |
| Daniel Wedgewood | Range 17 Step 3 | \$32.76 | Range 17 Step E | \$33.74 |
| Greg Watson | Range 27 Step 5 | \$44.48 | Range 29 Step F | \$46.74 |
| Jeremy Bowen | Range 34 Step 2 | \$48.39 | Range 35 Step D | \$51.09 |
| Jessica Bennett | Range 11 Step 3 | \$28.25 | Range 11 Step E | \$29.09 |
| Josiah Neipp | Range 11 Step 2 | \$26.62 | Range 12 Step C | \$28.11 |
| Justin Bassett | Range 12 Step 1 | \$27.29 | Range 12 Step C | \$28.11 |
| Michael Hodges | Range 15 Step 2 | \$30.27 | Range 16 Step E | \$32.92 |
| Todd Kindler | Range 22 Step 3 | \$37.06 | Range 23 Step E | \$39.13 |
| Traci Gunnyon | Range 20 Step 2 | \$34.25 | Range 21 Step D | \$36.16 |

The employee by employee placement in the Pay Plan/Salary Matrix shall be determined by the Mayor and City Administration. Said placement shall be final and binding not subject to the grievance process.

AGENDA BILL: H2

AGENDA TITLE: Uniformed Officers Union Contract for 2025 - 2027

DATE: February 17, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

City staff and union representatives have completed negotiations on a collective bargaining agreement with uniformed officers. The agreement covers years 2025 – 2027 (a 3-year agreement). Attached are the red-line version and the final agreement

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A 2025 – 2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND GOLDENDALE POLICE OFFICERS ASSOCIATION

Changes:

Pg 22 – added Floating Holidays paid language

Pg 23 – added 10-hour language for Lieu time

Pg 26 – updated vacation Buy back language. Change the hours to a max of 40 hours to buyback if vacation hours are over the max 240

Pg 28 – updated cash out on Employees death or retirement language

Pg 30 – changed our payout for training to a per diem system

Pg 35 – updated HSA language

Pg 36 – Wage changed to 6% for Aug – Dec 2025, 5% - 2026, 4% - 2027

Tentative Agreement Proposal
December 11, 2025
Employer Updated Package Proposal
October 6, 2025

~~2022-2024~~2025-2027

COLLECTIVELY BARGAINED AGREEMENT

Between

CITY OF GOLDENDALE, WASHINGTON

and

COUNCIL 2 WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES
GOLDENDALE POLICE OFFICERS ASSOCIATION

REPRESENTING

LOCAL 1533-G

UNIFORMED EMPLOYEES

LAW ENFORCEMENT OFFICERS

~~(POLICE DEPARTMENT OFFICERS)~~

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

EFFECTIVE

Starting in Payroll Period Following Signatures of Christie
Agreement by Last Signing Party in 2025
through December 31, 2027.

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ARTICLE I - PREAMBLE

1.1 This Collectively Bargained Agreement hereinafter referred to as the "CBA" is between the City of Goldendale, hereinafter referred to as the "Employer," ~~or "City" and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO~~ Goldendale Police Officers Association, representing Law Enforcement Officers in the Police Department, hereinafter referred to as the "Union Association."

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1.2 The purpose of the Employer and Union Association in entering into this CBA is to set forth their entire CBA with regard to wages, hours and working conditions so as to promote efficient operations; the morale and security of employees covered by this CBA; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union Association and the employees.

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ARTICLE II - RECOGNITION AND CHECK OFF

2.1 Exclusive Bargaining Agent: The City CBA recognizes the Union Association as the sole and exclusive bargaining agent for all regular full-time and regular part-time ~~Uniformed Employees in the Police Division~~ law enforcement officers as certified by the Public Employment Relations Commission (PERC) on ~~July 7, 1993~~ April 30, 2025, Case #~~10549-E-93-1739~~ 141610-E-25 (adjusted in 1997 for RCW 41.56.430), ~~excluding the Chief, Assistant Chief, management personnel and elected officials, police chief, supervisors, confidential employees, and all other employees.~~

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2.2 Recognition of WSCCCE AFSCME Goldendale Police Officers Association: The Employer recognizes the ~~WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2~~ GOLDENDALE POLICE OFFICERS ASSOCIATION and its affiliated Local (Union Association) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.

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2.3 Joining the Union Association: All employees in this bargaining unit have the right to voluntarily join the Union Association. The Union Association as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 42.56.080.

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2.4 Questions about Union Association Membership: If an Employee has questions about Union Association membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Association Staff Representative. The Union Association's Staff Representative shall address the employees' inquiry as soon as possible.

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2.5 Signed Dues Deduction Authorization: Current [Union Association](#) members and those who choose to join the [Union Association](#) Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.

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2.6 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by the [Union Association](#) and the aggregate deductions shall be remitted to the [Union Association](#) together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of [Union Association](#) dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit [Union Association](#) dues and fees to the [Union Association](#) until such time as the [Union Association](#) notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the [Union Association](#).

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2-62.7 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer will provide the [Union Association](#) with information about new hires within a reasonable period of time from the date of hire. A [Union Association](#) official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding [Union Association](#) membership and dues authorizations.

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2-72.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the [Union Association](#) agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

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2-82.9 Applicability of Personnel Policy: If the CBA does not specifically address a subject matter, then the City of Goldendale's Personnel Policies will apply to bargaining unit members.

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2-92.10 Personnel Policies Changes: During the term of this CBA, if the City Council decides to modify the personnel policies referenced in 2.4 above which would change the wages, hours, or working conditions addressed in the personnel policies of Employees covered by this CBA, then the City agrees to negotiate about the changes including negotiations subsequent to implementation if necessary.

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ARTICLE III - NONDISCRIMINATION

3.1 **Nondiscrimination**: It is mutually agreed that there shall be no discrimination because of lawful unionAssociation activity, unionAssociation membership, race, creed, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The UnionAssociation and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the Grievance Procedure set under this CBA prior to seeking relief through other channels.

ARTICLE IV - DEFINITIONS

The following definitions apply throughout the CBA as used herein, the following terms unless the context indicates another meaning:

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4.1 **Anniversary Date**: Original date of hire into the Employer's services, adjusted for leaves without pay, and/or breaks in service.

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4.2 **Bona Fide Emergency**: Inclusive of but not limited to life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action; Acts of God.

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4.3 **Class**: A group of positions sufficiently similar in duties, responsibilities, authority, and minimum qualifications to permit combining them under a single title, and to permit an application of common standards for selection and compensation.

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4.4 **Dismissal**: The termination of employment of a regular full-time, regular part-time employee pursuant to Article XIX.

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4.5 **Employees**: All reference to employee in this CBA, and designates both sexes. Whenever the male gender is used, it shall be construed to include both male and female

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employees.

4.6 **Employer:** The City of Goldendale.

4.7 **Employer's Appointing Authority:** The mayor or his/her designee.

4.8 **Immediate Family:** An employee's immediate family includes the employee's spouse (or domestic partner), parents, grandparents, brothers, sisters, children, stepchildren, and grandchildren.

4.9 **Position:** A group of duties and responsibilities normally assigned to an employee.

4.10 **Promotion/Transfer:** If the six month (6) probationary period of an employee who has been promoted/transferred to a new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted/transferred. Any employee who is promoted/transferred to a higher classification shall be placed at the minimum salary for that class unless that minimum is lower than or the same as the employee's salary at the time of the promotion/transfer. At no time shall the rate of pay in the higher classification be less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

4.104.11 **Regular Full-Time Employees:** An employee who performs bargaining unit work on a full-time basis (forty (40) hours per week).

4.114.12 **Regular Part-Time Employee:** Employees who perform bargaining unit work on a scheduled basis for an indefinite period of time and who have a normal work schedule less than forty (40) hours per week. Said employees are entitled to receive base pay for the position, the opportunity to progress across the pay plan structure in accordance with the length of service and are also entitled to benefits on a pro rata basis, excluding dental and vision insurance. Regular part-time employees work less than eight (8) hours a day, or less than forty (40) hours a week on a permanent basis, for six (6) or more consecutive months.

4.124.13 **Regular Seasonal Employees:** Employees hired to work in a regular position more than three (3) months but less than six (6) months. Seasonal employees are not subject to the provisions of this CBA.

4.134.14 **Resignation:** The voluntary action by an employee of terminating their employment.

4.144.15 **Seniority:** (Definition Only) Seniority for regular full-time employees and

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regular part-time. employees shall consist of continuous service of an employee (including temporary employee time) for that period of time beginning from their date of hire. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff. In the case of authorized leave of absence without pay or lay off, the employee will not earn seniority during the period of absence. Seniority terminates when an employee resigns, retires, is discharged or is not rehired within one (1) year of lay off.

4-154.16 Temporary Employee: Employee(s) hired to work for a defined period of time, in a regular position, or for overload, or special project work, not to exceed three (3) months. Temporary employees shall not accrue benefits and are not subject to the provisions of this CBA.

4-164.17 Union Association: ~~Council 2, Washington State Council of County and City Employees, Local 1533-G, American Federation of State, County, and Municipal Employees, AFL-CIO Goldendale Police Officers Association ("GPOA").~~

ARTICLE V - MANAGEMENT RIGHTS

5.1 Core Management Rights: The Union Association agrees that the Employer has core management rights which are controlled by the Employer. The Employer has the right to make and implement those decisions without negotiations about the decision(s) and the effect(s). Those core rights include, but are not limited to the following:

- (a) The right to hire, transfer, promote, and/or lay off employees;
- (b) The right to adopt, change and/or discontinue operations, practices, and/or the work of employees;
- (c) The right to establish and/or modify job classifications and descriptions;
- (d) The right to adopt and/or modify work rules, procedures, policies, and/or directives;
- (e) The right to discipline employees;
- (f) The right to adopt, modify and/or make any and all budgetary determinations;
- (g) The right to determine the hours of work;

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- (h) The right to make and enforce reasonable safety rules and regulations;
- (i) The right to implement new equipment and procedures;
- (j)** The right to determine and declare when an emergency exists and the actions necessary to deal with the emergency. Emergency includes life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasions for action.

5.2 Cooperation: The Union Association agrees to give full cooperation in carrying out the functions vested in the Employer for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the CBA or the rules and regulations herein agreed to. Violations by employees of the provisions of this CBA or the rules and regulations referred to above will warrant reasonable disciplinary action.

5.25.3 Statutory Law: Nothing in this CBA shall be interpreted to interfere with the rights of management, inclusive of the City Council, the Mayor, the Administrator and/or the Chief.

5.35.4 Past Practice: The Employer may change, alter or terminate past practices subject to the Employer providing the Union Association thirty (30) calendar days written notice of the proposed change during which time the Employer, if the Union Association so requests, will meet with the Union Association to negotiate its decision to change past practice and the effects thereof for a period not to exceed the thirty (30) calendar days, after which time the Employer is free to proceed with the change to past practices. In the event of a bona fide emergency, as defined herein, the Employer has the right to change past practices giving as much notice as is practicable under these circumstances and an opportunity to negotiate the matter with the Union Association; all of which shall occur within adequate time to permit the Employer to respond to the emergency.

ARTICLE VI - EMPLOYEE RIGHTS

6.1 Personal Life: The private and personal life and activities of the employee, unless representing a conflict of interest, unless detrimental to the employee's work performance or unless directly detrimental to the Employer's services, detrimental to the Department's services and the programs administered by the Agency, are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by management.

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6.2 Personal Rights: In the event of charges or complaints made to the Employer against any employee, except where there is clear and immediate danger to person(s) or property, no Employer disciplinary action shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond, in which instance the employee shall be informed of the identity of the person or party making such charges or allegations, except in the case of harassment or other similar cases where the accuser's identity must be kept confidential by law. The parties respect the individual's right to confront their accuser except as provided above, but if the accuser identity is provided, there shall be no retaliation by the Employer or any of the employee's representatives in regards to charges or complaints. If there is retaliation, the employee will be subject to termination/discharge. If the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of rights of appeal and representation, as provided by the [UnionAssociation](#) and the grievance procedure.

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6-26.3 Representational Rights: Each employee or a designated representative (with written authorization from the employee), management and management's representatives shall have access to the employee's personnel file for the purpose of grievances and disciplinary actions or other proper purposes. All derogatory information that becomes a matter of record and is inserted into the employee's personnel file shall be brought to the attention of the employee. The employee shall have ample opportunity to respond and either challenge the propriety or validity for inclusion in the personnel file or to insert in the personnel file documentation the employee thinks necessary to challenge contentions made in the derogatory material. Employees have the right to examine their personnel file, as it is maintained by the City of Goldendale. An authorized representative of the [UnionAssociation](#) may examine an employee's personnel file if the employee so authorizes in writing. All material placed into an employee's file, excluding customary and usual bookkeeping records, shall be brought to the attention of the employee and signed by the employee signifying that they have read it. The employee shall be given the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

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6-36.4 Weingarten Representation: Employees shall have the right to have present their representative at any meeting between Management and the employee if said meeting is called for disciplinary consideration adversely affecting their conditions of employment; or if the meeting is anticipated to be confrontational, respective of their Weingarten Rights.

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6-46.5 Working Conditions: The Employer and employee(s) will cooperate in the endeavor to maintain safe and healthy working conditions. The Employer agrees that no employee should work or be directed to work in a manner or under conditions that do not at least comply with minimum accepted safety practices or standards as established by the

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Washington State Division of Safety and the Washington State Department of Labor and Industries.

6-56.6 Grievance Rights: Any employee within the bargaining unit who believes they have a grievance may seek their remedy by the grievance procedure provided in the CBA herein. A grievance is defined as a dispute regarding the interpretation, application or implementation of the specific terms and conditions of this CBA.

6-66.7 Work Rules: Employees shall be made aware in writing of existing work rules, new work rules, or changes to existing work rules. Except in a declared emergency, the Employer will give ten (10) working days' notice prior to a rule taking effect.

6-76.8 Personal Property Loss: Employees may submit claims for work related to the loss of personal property unavoidably lost or damaged while working, subject to the Employer's approval.

6-86.9 Local Union Association Officers/Stewards: Every Local Union Association Officer/Steward shall be recognized as a representative of the Union Association.

- (a) The name of the Union Association Officers and Stewards shall be affirmed in writing by the Local Union Association Secretary to the Employer within ten (10) working days after this CBA is signed, and thereafter within ten (10) working days after any change in the designation of the Local Union Association Officer(s) or Steward(s). Local Union Association Officer and Steward selection is an internal Local Union Association process which is not governed by this CBA.
- (b) The Union Association Officers and Stewards may engage in the adjustments of grievances with the Employer. The Employer may require the adjustment of grievances on the Employer's time, without loss of employee paid time when circumstances require.
- (c) The Union Association Officers or Stewards shall not leave their job in order to contact other employees regarding grievance resolution without prior permission from the Employer.
- (d) Through the Employer, employees may voluntarily donate compensatory time or vacation time to the Local Union Association Officers and Shop Stewards for paid time lost for Union Association business.
- (e) A Union Association Officer or Steward has no authority to give orders

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regarding work assignments to any employee except in the case where the [Union Association](#) Officer/Steward is in a lead or supervisory position. The Employer shall have authority to impose disciplinary action in the event a [Union Association](#) Officer/Steward acts without authority in this regard.

6.96.10 Personnel File/Records: For each City employee, a personnel file shall be maintained. The file shall show name, title, department, salary, past changes in status as an employee, and whatever additional information these rules or the Employer requires. Changes in employee status shall be recorded in the respective employee's personnel file. This file shall be retained in accordance with state and federal record keeping and personnel file regulations.

ARTICLE VII - CONTRACTING OUT

7.1 Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work without negotiations about the decision and/or Us affecting the work which has previously or historically been contracted out or subcontracted.

7.2 Bargaining the Effects of Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work not previously contracted out which would adversely affect the normal hours of work (not overtime, nor call-back, nor any other types of premium pays or work hours) of current bargaining unit employees at the time the Employer makes such position. Prior to the Employer implementing the contracting out or subcontracting, the Employer will provide thirty (30) calendar days written notice of this position to the [Union Association](#), and provide an opportunity to bargain collectively in good faith the decision of the Employer and its effects.

7.3 Bona Fide Emergency: The notice and discussion provisions of this Article regarding the Employer's position to contract out or subcontract work and its effect shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of a bona fide emergency.

ARTICLE VIII - NEPOTISM

8.1 Employment of Relatives (Nepotism):

- (a) Employee's immediate family members and those living together as domestic partners will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority or practical power to

supervise, appoint, remove, or discipline the other;

- (2) Where one party would be responsible for auditing the work of the other; or,
 - (3) Where other circumstances exist which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the City.
- (b) No relatives closer than fourth degree as defined in RCW 11.02.005(5) as now codified or hereafter amended, shall be employed within the same department of the City. Departments are defined as those approved by the City Council and as shown in the current organizational chart of the City.
- (c) If two employees marry, become immediate family members or begin living together as domestic partners, and as a result, the circumstances prohibited by Section (a) or (b) exist, only one of the employees will be permitted to stay employed with the City. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become immediate family members, or begin sharing living quarters with each other. If no decision has been made during this time, the most recently hired employee will be terminated.

8.2 Definitions/Nepotism: [For Purpose of This Article Only]

- (a) Immediate Family: An employee's immediate family includes the employee's spouse, child, parent, siblings, mothers and fathers-in-law, sons and daughters-in-law, grandparents, and step relatives of the same degree listed above.

ARTICLE IX - SENIORITY

9.1 Seniority: Length of service with the Employer, as well as individual skills, knowledge, and efficiency of the employees, shall be taken into consideration when recalling, promoting, or transferring.

9.2 Probationary Period:

- (a) In the event an employee accepts a transfer or a promotion, and in spite of conscientious effort, fails to meet job standards within the six (6) months probationary period they will revert to their former position. The employee may bump a probationer within their original department first, then a probationer in another department provided they are qualified.

- (b) An employee transferring back to a position they previously held and had completed an initial probation period will not be required to serve an additional probation.

9.3 Seniority Ceases to Accrue: Seniority, or probationary days worked towards seniority, will be canceled and employment terminated by any of the following events:

- (a) Voluntary retirement;
- (b) Discharge for just cause;
- (c) Resignation or termination;
- (d) Continuing layoff/RIF in excess of twelve (12) consecutive months.

9.4 Written Seniority List: The Employer will issue a written seniority list to the Union Association's President on or before January 15th each year. The Union Association will have until February 15th to consider Employer errors and submit corrections.

ARTICLE X - PROBATIONARY EMPLOYEES

10.1 Probationary Employee: A new employee will be on probation until they have actually worked twelve (12) consecutive months after completion of the basic law enforcement academy in the classification. During this period, the new probationary employee:

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) Upon the successful completion of the probationary period, the new employee will be entered on the seniority list as of the original date of original hire;
- (e) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the one (1) year probationary period, the period being computed from the original date of hire or from the date of successful completion of the basic law enforcement academy, whichever is later;
- (f) Employees on probation do not have the right to the grievance procedure.

- (g) Employees promoted to a higher classification must complete a six (6) month probationary period.

ARTICLE XI- DISCIPLINARY ACTION

11.1 **Implementation:** If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- (a) **Verbal Reprimand:** Supervisor or Department Head;
- (b) **Written Reprimand:** Department Head or Designee;
- (c) **Suspension Without Pay:** Department Head, Administrator, Mayor (up to ten (10) working days);
- (d) **Demotion (if applicable):** City Administrator or Mayor, in conjunction with the Department Head;
- (e) **Termination:** City Administrator or Mayor, in conjunction with the Department Head.

11.2 **Degrees of Discipline:** The degree of discipline administered is dependent on the severity of the infraction, the employee's record of discipline, performance reviews and other relevant factors except as provided herein. Disciplinary action will follow the doctrine of "just cause."

11.3 **Timelines:** References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:

- (a) If the disciplinary action is a verbal reprimand, the reference thereto shall be for the supervisor's use for a period not to exceed a period of twelve (12) months. At the annual review, the employee may request that the verbal reprimand be removed from their supervisor's file. The verbal reprimand form is attached as Addendum 11.3.
- (b) If the disciplinary action is a written reprimand, the reference thereto shall remain in the employee's personnel file for a period of twelve (12) months from the date of the last infraction. At the annual review, the employee may request that the written reprimand be removed from their personnel file. If there exists another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to the

written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.

- (c) If the disciplinary action is a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of two (2) years from the date of infraction. At the annual review; the employee may request that the suspension be removed from their personnel file. If there exists another disciplinary action resulting in suspension without pay as a result of a similar or substantially similar form of misconduct, then and in that event, both references to suspensions without pay shall remain in the personnel file for a period of two (2) years from the date of the last infraction.
- (d) Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- (e) If a written reprimand or suspension discipline is issued to an employee, that employee has the right to attach their version, or rebuttal of that discipline to be placed in their personnel file along with the discipline.

11.4 Notice: Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any pre-disciplinary or disciplinary meetings of the subject of the meeting and their right to [Union Association](#) representation at that meeting.

11.5 Signatures: Employees shall sign disciplinary actions as evidence only of having read the disciplinary action. A copy of the disciplinary action document shall be provided to the employee and the [Union Association](#) at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation/rebuttal which will be attached to the Employer's disciplinary action document.

11.6 Suspension With Pay: At the discretion of the Employer or department head, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform their duties. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided with a letter of exoneration. Under all circumstances, the employee's due process rights will be respected.

11.7 Just Cause: Employees may be disciplined for just cause. Employees may receive disciplinary action up to and including discharge for misconducts and/or violations including but not limited to the following examples:

- (a) Tardiness or absence from work without just cause;
- (b) Abuse of sick leave;
- (c) Willful falsification of reports;
- (d) Unauthorized use of equipment;
- (e) Theft of City property;
- (f) Willful damage to City property;
- (g) Recklessness;
- (h) Malfeasance, misfeasance, or neglect of duty;
- (i) Incompetence;
- G) Insubordination or gross misconduct;
- (k) Using or working with the presence of intoxicants or drugs in an employee's blood, breath and /or urine (See Personnel Manual for the Drug and Alcohol Testing Policy and Procedures Manual). The parties have agreed that the Personnel Manual Drug and Alcohol Testing Policy and Procedures shall apply to non-CDL employees in this bargaining unit;
- (l) Failure to report for work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted;
- (m) Failure to report for work after cancellation of leave of absence;
- (n) Failure to report to work after a layoff;
- (o) Excessive abuse of rest periods after warning by supervisor.

11.8 Access to Personnel Files: Employees shall be given immediate, uncensored access to their personnel file upon demand. The Union Association's representative may be granted access to personnel files pursuant to PERC rulings.

11.9 Placement of Materials: The Employer shall notify the employee when any and all disciplinary material is placed into the employee's personnel file. The employee's signature, denoting that the employee has read the material, is required on these materials (see 6.3).

ARTICLE XII - HOURS OF WORK

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12.1 **Regular Hours:** The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

12.2 **Scheduled Work Days:** Scheduled work days shall consist of consecutive hours, including meal periods and paid rest periods, respective of the Fair Labor Standards Act (FLSA). The rest/relief periods will be paid as though the time had been worked.

12.3 **Work Week:** The work week shall be forty (40) hours of work for all Uniformed employees, inclusive of a meal period of thirty (30) minutes. The normal work week shall consist of five (5) consecutive eight (8) hour days, followed by two (2) consecutive days of rest, or four (4) consecutive 10 hour days, followed by three (3) consecutive days of rest, except as may be agreed to by the parties. However, in order to provide the Uniformed employees the benefit of shift rotations, an exception to the 5/8's, or 4/10's formula shall occur during regular shift rotations, vacations and emergencies.

12.4 **Work Shift:** Eight (8) or ten (10) consecutive hours of work shall constitute a normal work shift. All employees shall be scheduled to work on a regular work shift. Each shift shall have a regular starting and quitting time. Employees understand that special assignments and bona-fide emergencies may interrupt or extend the given regularly scheduled work shift.

12.5 **Posting of Work Schedules:** Normal work schedules showing the employee's shifts, working days and hours as established by the Employer shall be posted or made available to the employee at least one (1) calendar week prior to the effective date, unless a bona fide emergency should dictate otherwise. It shall be posted on the department bulletin board at all times.

12.6 **Relief Periods:** Employees will be afforded a fifteen (15) minute relief period during each shift half of four (4) hours or more duration. These relief periods will be paid for as time worked.

12.7 **Overtime:**

- (a) **Overtime:** Work authorized and performed in excess of the scheduled workday or work week.
- (b) Each employee shall receive one and one-half (1½) times their regular straight time hourly rate of pay for the following:

- (1) All work authorized and performed in excess of forty (40) hours in one week.
- (2) All work authorized and performed in excess of eight (8) hours in any eight (8) hour workday, or all work performed in excess of ten (10) hours in any ten (10) hour workday, if working a 4/10 shift.
- (c) Holiday pay, including the "Personal Holiday," shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week.
- (d) Vacation leave, sick leave, comp time, and/or bereavement leave, shall be considered as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week, or eight (8) hours in a day.

12.8 Fourteen (14) Day Notice: The Employer, upon fourteen (14) working days written notice to the [Union Association](#), may change the work schedule from or to 5/8's or 4/10's respectively, emergencies excepted.

12.9 Callback:

- (a) Callback: A time when an employee is called to perform non-scheduled work.
- (b) Employees who are called back to work shall receive one and one-half (1.5) times their regular straight time hourly rate of pay for all hour's work; provided, however, the employee shall receive not less than three (3) hours at the overtime rate. If an employee is called out a second time outside of the first three (3) hour period, the employee shall receive an additional emergency callback of not less than three (3) hours at the overtime rate.
 - (1) Previously scheduled overtime attendance shall be paid at a minimum rate of one (1) hour at the overtime rate of pay (time and one half (1.5) the employee's regular rate of pay).
 - (2) By example, these scheduled overtimes shall be for but not limited to the following types: Subpoenaed court time, council meetings, planning meetings, training meetings, and committee meetings.

12.10 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of

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their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.

- (b) When an employee is required to appear or testify without twenty-four (24) hours' notice, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

12.11 Safety Time Off: The Employer shall make a reasonable effort to provide employees with a minimum of twelve (12) hours Safety Time off between scheduled shifts.

12.12 Shift Exchange: Uniformed employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval from the Chief of Police or their designee. Such an exchange of shifts does not constitute a basis for entitlement to overtime compensation.

12.13 Standby Duty: The Employer will determine if and when standby duty is needed as regards the Uniformed Officers. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as regards only the Uniformed Officers. If the scheduled employee cannot fulfill their standby duty obligation, it is the employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum twenty (20) minute emergency response timeframe from the time of being called out to arrival at the Police Department.
- (b) An employee on Standby duty shall be compensated fifteen dollars (\$15.00) per hour during the designed standby duty timeframe established by management.
- (c) If an emergency occurs requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10.

12.14 Duty Supervisor By a Police Officer: This provision does not apply to the Police Sergeants. The role of Duty Supervisor is included within the job description of a Police Sergeant. A Police Sergeant shall not receive additional compensation for standby duty and

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for Duty Supervisor. Upon the unavailability of a Police Sergeant to perform the Duty Supervisor responsibilities, the Employer will determine if and when a duty supervisor is needed as regards the Police Officers. If an employee(s) is/are specifically directed by management to be on standby to be available to be contacted during an employee's non-regularly scheduled working hours, the employee will be paid duty supervisor pay. Duty supervisor responsibility shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications to serve as a Duty Supervisor as regards only the Uniformed Officers and as determined by the Police Chief. If the scheduled employee cannot fulfill their duty supervisor obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their supervisor.

- (a) Employees directed by management to fill the Duty Supervisor duties are required and shall be subject to a maximum twenty (20) minute emergency response timeframe from the time of being called out to arrival at the Police Department.
- (b) The employee serving as the duty supervisor shall be compensated for 2 hours of overtime per week during the designed duty supervisor timeframe established by management.
- (c) If an emergency occurs requiring the employee serving as the duty supervisor to respond to an emergency, then the employee serving as the duty supervisor will be compensated in accordance with the Callback provision set forth in Section 12.10.

ARTICLE XIII - LAY OFF AND RECALL

13.1 **Lay Off/Reduction In Force (RIF)**: Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. The Employer has the right to determine which classification(s) will be the subject of layoffs and the Employer will notify the [Union Association](#) regarding the classification(s) which will be subjected to layoffs. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) In the event of a layoff, employees will be laid off from the affected job classification(s), giving consideration to seniority within the affected classification and the ability of the employee to perform the remaining work available, without further training as determined by the Employer. When two (2) or more employees have relatively equal experience, skill and ability to do the work without further training as determined by the Employer, the employee(s) with the least seniority will be laid off.

- (b) Further, a senior person whose classification has been determined to be the subject of the layoff may bump down into another classification within the Department based on seniority, skills and knowledge, special qualifications, no further need of training and ability to do the work, all as determined by the Employer and in accordance with Civil Service Board Rules.

13.2 **Recalled to Employment:** After layoff, a recalled employee must normally report for work within twenty-four (24) hours after being formally notified by registered mail. The employee will notify the Employer of their intent to return to work within twenty-four (24) hours of the registered mail notification. If the period of layoff has exceeded thirty (30) days, the employee will be allowed five (5) working days from the date the registered mail letter is received to report to work. In order to be eligible for recall, the employee must keep on file with the Employer a current mailing address.

- (a) Employees called to return from lay off to a position which they previously held and had completed an initial probationary period will not be required to serve an additional probation, except if the position to be filled has changed substantially or if certifications have expired or are required, as determined by the Employer.

13.3 **Recall Status:** Employees who are laid off shall be placed on recall status for a period of one (1) year. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

13.4 **Recall Process:** When an employee is recalled, the Employer will send a certified letter to the employee advising the employee of the recall. An employee interested in returning to work must respond within five (5) working days after receiving the letter by written communication to the Employer.

13.5 **Removal from Recall Status:** Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused shall be removed from recall status.

13.6 **Accruals:** Benefits shall not accrue during lay off. Employees recalled who accept the recall within one (1) year from the date of the layoff shall have previously accrued seniority and sick leave prior to lay off restored. Recalled employees shall not be required to serve a six (6) or twelve (12) month probationary period.

ARTICLE XIV - HOLIDAYS

14.1 **Paid Holidays:** Effective beginning in 2022, these holidays shall be designated as

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paid holidays for those employees who fill regular positions:

| Holiday Dates to be Observed | |
|---|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| President's' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving | 4 th Friday in November |
| Christmas | December 25 |
| Two (2) Floating Holidays at Employee's choice. | |

14.2 **Floating Holidays:** Effective January 1, 2022, each employee may select two (2) floating holidays each calendar year, and the Employer must grant the holiday provided:

- (a) The employee has been continuously employed by the City for more than six (6) months.
- (b) The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday, and the request has been denied.
- (c) The employee and the supervisor may agree upon an alternate date.
- (d) If, however, the employee is working four (4) ten (10) hour days work week, the in-lieu accrual would be ten (10) hours.

~~(d)(e) When an employee retires and if the employee still has two (2) floating holidays during the applicable year, the City will pay those hours to the retiring employee as separate compensation. If the employee is working 10 hour shifts, the total will be up to ten (10) hours. When a regular employee's employment with the city is terminated by retirement, dismissal or resignation, the employee will forfeit any floating holiday time not taken and will not be paid for those hours.~~

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14.3 **Holiday Pro-Rated for Part-Time Workers:** Regular part-time employees shall be paid straight time on a pro-rated basis, based on regularly scheduled hours of work.

14.4 Holiday Scheduled During Time Off: If an employee receives the designated holiday off as part of his/her regularly scheduled hours of work, he/she shall receive eight (8) straight time hours of lieu time, however if the employee is working four (4) ten (10) hour days work week, the in-lieu accrual would be ten (10) hours. The maximum hours earned cannot exceed ten (10) hours a holiday. He/she shall not receive any additional holiday pay, nor lieu time off.

14.5 Holiday-Called In to Work: Employees called in for work on a designated holiday shall be paid at the rate of time and one-half (1½) their regular rate of pay.

14.6 Holiday Worked as a Regular Work Day: Employees whose regularly scheduled shift starts during one of the designated holidays listed in 14.1 above shall be paid at time and one-half (1½) their regular rate of pay. In addition, the employee shall receive eight (8) straight time hours of lieu time off.

14.7 Lieu Time and Carry-Over:

- (a) Lieu time only applies to holidays.
- (b) Beginning January 1, 2010, lieu time may be accumulated and carried over from month to month January 1 until December 31 up to a maximum of one hundred (100) eighty (80) hours. Any lieu time in excess of one hundred (100) hours will be forfeited.

ARTICLE XV - VACATION / ANNUAL LEAVE

15.1 Vacation Accrual:

- (a) Earned vacation leave is paid leave. Effective January 1, 2022, vacation leave shall accrue in accordance with the following schedule:

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| Months of Completed Service | Monthly Accrual Rate in Hours | Yearly Rate in Hours Per Year |
|-----------------------------|-------------------------------|-------------------------------|
| DOH-24 | 8.00 | 96 |
| 25-60 | 10.00 | 120 |
| 61-108 | 12.00 | 144 |
| 109-168 | 14.00 | 168 |
| 169-240 | 16.00 | 192 |
| 241 and over | 20.00 | 240 |

- (b) The philosophy behind annual leave is to allow the employees time away from the workplace for rest and relaxation, so that upon their return to that

workplace, they are refreshed and able to perform to their optimum.

15.2 Accrual Onset: Upon satisfactory completion of six (6) months' employment, the employee shall be credited with five (5) vacation leave days. Employees shall be notified of accumulated vacation leave on a regular basis.

15.3 Accrual Regular Part-Time: Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to regular part-time employees who are employed on a regular basis. Accrual shall be on a continuing non-annual basis.

15.4 Accrual Earned: Vacation leave accrues on a bi-monthly basis. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

15.5 Choice of Annual Leave: To the extent possible, annual leave shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the department head shall make a determination as to which employees are permitted their annual leave. A senior employee shall have preference except they shall not bump a junior employee if said junior employee has first applied and received approval for the use of their annual leave.

15.6 Work During Vacation Period: Any employee who is requested to and does work during their vacation period shall be paid for regular hours at the rate of time and one-half (1½) their regular rate and shall retain their unused annual leave for use at a later date. Employees shall be subject to call back during vacation periods.

15.7 Vacation Rights: Vacation rights in case of lay-off or separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

15.8 Vacation Rights (Entry Level Officer Only): At the discretion of the Chief of Police, vacation time may be granted before the end of the probation period.

15.9 Maximum Vacation Carryover/Exception/Payout:

- (a) For those employees who, as of December 31, 2006, have an accumulated leave balance of less than two hundred forty (240) hours, the maximum number of vacation leave hours which may be carried over from December 31st of one year to January 1st of the next year is two hundred forty (240)

hours. There cannot be accrued vacation leave in excess of two hundred forty (240) hours carried over except as subject to the provisions of subsections (d) and (e) below. If the Employer determines that neither (d) and/or (e) below will be granted, then the excess leave shall be forfeited.

- (b) For those employees who have an accumulation of vacation leave in excess of two hundred forty (240) hours as of January 1, 2007, the following approach shall be implemented:
- (1) First, the employee must use their normal vacation leave accruals in the year;
 - (2) Second, the employee must use an additional forty (40) hours of accrued vacation leave;
 - (3) If subsections (1) and (2) above are met, then the City will buy down up to forty (40) additional hours from the employee's vacation leave bank;
 - (4) If subsection (1) above is met and subsection (2) above is not met, then the City will only buy down the vacation leave balance in an amount equal to the additional hours taken in subsection (2) above up to forty (40) hours;
 - (5) Any vacation balance not taken or brought down as outlined in subsections (1), (2) and (4) cannot be carried over except as noted in subsection (c), (d) and (e) below. For example, an employee must use all of their vacation leave accrued in any one (1) year and in addition use an additional forty (40) hours. Assuming the employee uses all of their yearly accrued leave and uses an additional forty (40) hours of leave, the City will buy down an additional forty (40) hours. If, however, the employee uses all of their yearly accrued leave and only uses thirty (30) hours, then the City will only buy down an additional thirty (30) hours. In this second case, a total of twenty (20) hours would not be carried over to the next year.
 - (6) The buy down provision outlined in subsection (3) above will be added to the final paycheck of the year.
 - (7) The Employer's determinations regarding the above provisions shall be final and binding on the parties.

NOTE: The parties understand and agree that everyone, including the Chief, Assistant Chief, Sergeant and police officers, will need to work shifts and work together to bring help bring down the vacation accruals to the two hundred forty (240) hour maximum over the course of the next several years.

- (c) In addition, the parties have acknowledged that there are a few employees who have accumulated so much vacation leave that the provisions of section (b) above will not be sufficient to bring their vacation leave balance below two hundred forty (240) hours during the term of this agreement. Therefore, the provisions of section (b) above will continue for those employees through the successive years until they reach the two hundred forty (240) hour carryover limit. In the case of these few employees who have significant accumulations, if at the end of 2009 they still have a few hours (not more than fifteen (15) hours), then the above use-and-buy down provisions in (b) above will continue for 2010.
- (d) Vacation leave over the maximum accumulation cannot be carried over unless the department head, with the concurrence of the City Administrator, has acknowledged in writing that the employee could not be released to take the requested vacation leave and only if the Employer determines that the provisions of subsection (e) below will be applied.
- (e) If the department head, with concurrence of the City Administrator, determines that it is in the best interest of the Employer and its operations to provide compensation for the additional accrual of vacation leave above two-hundred and forty (240) hours, the Employer may, on a case-by-case basis, determine whether to authorize the additional vacation carryover balance or provide compensation in lieu of forfeiture or neither, in the sole discretion of the Employer. This allowance, if approved by the Employer, is limited to forty (40) hours and the balance beyond the forty (40) hours shall be forfeited. The exercise of this determination is on a case-by-case basis and shall not be used as any type of precedent with regard to the allowance of compensation or additional time off carryover for vacation leave in excess of two hundred forty (240) hours.

15.10 Vacation Buy Back program: The Employer would implement a vacation buy back program ~~where~~ the employee could sell back to the city ~~a maximum of up to 1/3 of forty (40) hours of their accrued vacation for any hours over two hundred forty (240) hours, leave within a twelve (12) month calendar year.~~ The decision to exercise this option the Employee shall request the vacation buy back prior to December 1st of the year in which the Employee is requesting. The Employer will pay the Employee their vacation pay out ~~within the first ten (10) days of~~

December on the December 10th check.

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Example: A 10-year employee accrues 13.67 hrs per month at 165 hours per year. 165 hours vacation leave @ 1/3 (.333) would equal 55 hours of vacation time payable to you at your current hourly rate.

ARTICLE XVI- SICK LEAVE AND SHARED SICK LEAVE POOL

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16.1 **Earned:** Sick leave is earned by an employee at the rate of eight (8) hours for each month of completed service. Employees earn eight (8) hours of sick leave on their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of the month. Terminating employees do not receive sick leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Part time employees earn sick leave prorated to their time worked.

16.2 **Eligibility:** An employee must have completed their probationary period as defined in this CBA before they become eligible for sick leave. At the end of the applicable probationary period, they will have earned eight (8) hours of sick leave per month of probationary status.

16.3 **Accumulation Cap:** Sick leave is accumulated to a total of nine hundred and sixty (960) hours, after which time, if not taken, lapse month by month; which means at no time can an employee have more than nine hundred and sixty (960) hours of sick leave due.

16.4 **Usage:** Sick leave may be taken for any of the following reasons:

- (a) Illness or injury which incapacitates the employee to the extent they are unable to perform their work;
- (b) Health care provider appointment(s) for the employee or immediate family only;
- (c) Emergency illness in the employee's immediate family.

16.5 **Accrual Usage:** Employees may only use the actual number of sick leave hours/days accumulated. Sick leave accrues on a bi-monthly basis. Sick leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls and excesses.

16.6 **Sick Leave While on Annual Leave:** Sick leave can be claimed for employees on

Page 27

annual leave. Proof of illness shall be documented by the attending physician or health care provider.

~~16.7 Cash Out Upon Resignation: Upon voluntary resignation, an employee shall receive payment for twenty five percent (25%) of accumulated sick leave not to exceed two hundred forty (240) hours.~~

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~~16.8~~16.7 Cash Out Upon Employee's Retirement or Death: In the event of retirement of an employee, the employee shall receive payment of forty percent (40%) of accumulated sick leave not to exceed 240 hours. In the event of death of an employee, the employee shall receive payment of 100% of accumulated sick leave not to exceed 240 hours.

~~16.9~~16.8 Sick Leave Notification: In order to qualify for time spent on sick leave, an employee shall, unless physically unable to do so, notify their immediate supervisor of the leave as soon as possible. The immediate supervisor shall be notified of scheduled appointments in advance.

~~16.10~~16.9 Sick Leave Charged: Sick leave is charged in units of half(½) hours. Amounts greater than half(½) an hour shall be charged as a full hour. Only working days are charged and at the rate of one (1) regular work day of sick leave for each day of absence. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

~~16.11~~16.10 Sick Leave Exchanged: At the employee's option, annual leave may be used as sick leave.

~~16.12~~16.11 L&I Claim: An employee receiving industrial insurance time loss payments due to an on-the-job injury may use annual leave during the period covered, or the Employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay upon submitting evidence of amount of industrial insurance payment received.

~~16.13~~16.12 Health Care Provider's Report: At the Employer's discretion, a health care provider's report for sick leave may be required for incidents of sick leave lasting longer than three (3) consecutive days.

~~16.14~~16.13 Accumulation Notification: Employees shall be notified of their accrued sick leave balance on a regular basis.

~~16.15~~16.14 Usage Incentive: An employee who accrues and maintains the total allowable sick leave entitlement (nine hundred sixty (960) hours) shall be given a Twenty Five and 00/100 Dollar (\$25.00) monthly salary increase for as long as the total

entitlement is maintained.

~~16.16~~16.15 Final Average Salary: When applicable upon retirement of an employee, the Employer shall make available to the Public Employees Retirement System (PERS) the unused sick leave days computed into hours, to add to the gross amount of salary used in determining "final average salary." (PERS I only)

~~16.17~~16.16 Family & Medical Leave Act: The parties are subject to compliance with the Family & Medical Leave Act (FMLA).

~~16.18~~16.17 Maternity/Paternity: In accordance with the FMLA, Maternity/Paternity leave will be considered without sexual discrimination. As a part of Maternity/Paternity leave, the employee may consume any earned leaves.

~~16.19~~16.18 Sick & Vacation/Annual Exhausted: In the event a permanent employee has sustained a disability causing all of their accumulated vacation and sick leave credits to be exhausted, other permanent employees of the Employer may voluntarily transfer any amount of their accumulated vacation credit to be used by the disabled employee in lieu of sick leave. An employee may transfer vacation credit at the same ratio as the employee's salary is to the disabled employee's salary. All transfers must be approved in advance by the City Administrator.

~~16.20~~ Shared Leave Contribution Form: Local 1533-G Shared Leave Contribution Form
(Please See Addendum 16.21):

~~16.21~~ Leave Pool Application Form: Local 1533-G Shared Leave Pool Application Form
(Please See Addendum 16.22):

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ARTICLE XVII - OTHER LEAVES

17.1 Civil Leave: Any employee who is called for jury or other civil duties shall receive from the Employer the difference between their regular pay and the compensation received for jury or other civil duties for the actual time they are required to be absent from work because of such duty. Any such absence shall not be counted as accumulated sick or annual leave.

17.2 Military Leave: A regular employee who is an active member of any organized reserve of the Armed Forces of the United States shall be entitled to and granted a military leave of absence from his/her employment for a period not to exceed twenty one (21) days during each year beginning October 1st and ending September 30th. Such leave shall be granted in order that the employee shall be able to participate in his/her mandatory active

Page 29

training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled to, and shall not involve any loss of efficiency rating, privileges, benefits or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military orders, if available. During the period of military leave, the employee shall receive from the Employer their regular full pay compensation.

17.3 Bereavement Leave: In the event of a death in the immediate family, an employee may use three (3) days bereavement leave per occurrence from their sick leave balance when a death occurs in the employee's immediate family.

17.4 Leave of Absence for ~~Union~~Association Work:

- (a) ~~Local-elected-Elected~~ Union Association delegates may be given time off without pay to attend ~~local~~Union Association, state council or international conferences, conventions, or workshops provided it does not affect normal Employer operations.
- (b) Due to the engagement of the Employer's business, the Union Association Bargaining Team is granted time off with pay for the preparation of negotiations documents and for time spent in the negotiations process.
- (c) Written requests for leave time off may be made to the Employer.
- (d) ~~Notwithstanding~~Notwithstanding a bona fide emergency, such application should be made to the Employer at least fourteen (14) working days in advance of the date the requested leave is to become effective.

17.5 Leave Pay Status: The Employer may grant leaves with or without pay on a case-by-case basis. These leave requests will be evaluated on their individual merits. The granting of such leave time shall be individually unique unto itself and shall not establish a precedent or establish a past practice.

17.6 Required Training/Licensure: Required training/licensure time shall count as time worked and apply towards the forty (40) hour/eight (8) hour overtime threshold and shall be paid at the appropriate rate.

ARTICLE XVIII - TRAINING AND TRAVEL

The Employer will consider a per diem system on condition that the employee is required to provide an agenda for the class as well as proof of continental breakfast offered (yes or no) at their hotel and proof (yes or no) that the class does or does not provide lunch. The employee shall

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submit all of this proof documentation at least 2 weeks in advance of the class directly to the clerk treasurer for her to have sufficient time to prepare a check. If the employee does not provide all the proof documentation directly to the clerk-treasurer at least 2 weeks prior to the training, then the employee shall use their own credit card and shall submit itemized receipts before being eligible for reimbursement.

18.1 Please see Addendum 18.1.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 **Employee Grievances:** Crucial to the cooperative spirit with which this CBA is made between the Union Association and Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should any employee feel their rights and privileges under this agreement have been violated, they shall consult with their Union Association Representative. Discharge of a probationary employee is not subject to the Grievance Procedure.

19.2 **Adherence to Timelines:** Each grievance must be submitted in accordance with the following procedure within the time frame set forth herein below, and if it is not submitted within the applicable time frame, then said grievance shall be considered waived and forever lost. All time limits may be extended by mutual written agreement.

19.3 **Steps/Timelines:**

- (a) **Step I:** The aggrieved employee and their Union Association Representative shall, within ten (10) working days of the date that the grievance occurred, present the facts in writing to their supervisor, with a copy to the Public Safety Director. Within ten (10) working days thereafter, the supervisor shall submit his/her written answer to the Union Association Representative and the aggrieved Employee, with a copy to the Public Safety Director.
- (b) **Step II:** Should the aggrieved employee decide that the reply of the supervisor is unsatisfactory; the aggrieved employee shall within ten (10) working days submit the facts of the grievance in writing to the City Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall within ten (10) working days submit his/her written answer to the Union Association Representative and the aggrieved employee.
- (c) **Step III:** Should the aggrieved employee decide that the reply of the City Administrator is unsatisfactory, the Union Association Grievance

Committee shall within twenty (20) working days submit the facts of the grievance in writing to the Mayor or his designee. Upon receipt of the written facts of the grievance, the parties shall arrange for a meeting between the [Union Association](#) Grievance Committee and the Management Grievance Committee within twenty (20) working days for the negotiation of the issue. The Employer will then issue a decision within twenty (20) working days from the date of the meeting.

- (d) **Step IV:** If the decision is contested, the grievance shall be submitted to final and binding arbitration within thirty (30) working days following the date of receipt of the decision referenced in Step III hereinabove and in accordance with the following provisions. The Employer and the [Union Association](#) agree that final and binding arbitration shall be before a single arbitrator.

19.4 **Union Association/Employer Grievance:** A grievance by the [Union Association](#) against the Employer or by Employer against the [Union Association](#) must be filed in written form to the Employer or to [Union Association's](#) Staff Representative respectively within twenty (20) working days after the parties knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Employer/[Union Association's](#) Staff Representative shall respond in writing to the other party within twenty (20) working days after receipt of the grievance. If no agreement is reached within thirty (30) working days, the grievance shall be referred for arbitration.

19.5 **Final and Binding Arbitration:** In Step III, failure to timely appeal the grievance shall render final and binding the decision established in Step III hereinabove. The request shall specifically identify the issue(s) related to the grievance as previously established during the original finding of said grievance.

19.6 **Arbitrator-Selection:** The Employer and the [Union Association](#) will request an arbitrator from the Public Employment Relations Commission (PERC). In the event that either party rejects the PERC assigned arbitrator, then the City and the [Union Association](#) will request PERC to submit a list of eleven (11) names of arbitrators from which the selection will be made. The process of elimination will take place by way of the Employer and the [Union Association](#) having the right ~~to~~ strike two (2) names from the list. The party will strike the first name; the other party shall then strike one; then the parties shall each strike one more name, alternately, until the remaining name shall be the arbitrator.

19.7 **Decision -Time Limit:** The arbitrator shall hear the matter at the earliest possible date.

19.8 Limitation, Scope and Power of Arbitrator:

- (a) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this CBA.
- (b) The power of the arbitrator shall be limited to interpretation of or application of the terms of this CBA or to determine whether there has been a violation of the terms of this CBA by either the Employer or the [Union Association](#) and/or employee(s).
- (c) The arbitrator shall consider and decide only the question of issue(s) raised at Step II and said arbitrator shall not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step II, unless the parties agree in writing to combine the issues of similar grievances into one arbitration.
- (d) The arbitration shall be conducted in accordance with PERC rules and regulations.

19.9 Arbitration Award - Damages - Expense:

- (a) Arbitration awards shall not be made for time prior to the date of this occurrence upon which the grievance is based.
- (b) Each party hereto shall pay the fees and expenses of their own representatives, witnesses and other costs associated with the presentation of their case and half (½) the expense of the arbitrator and half(½) the expense of a court reporter and the transcript. ~~Local-Union Association~~ president or designee, grievant or witnesses that normally would be working during an arbitration proceeding will be paid at their regular rate of pay by the employer. This will not include overtime. Each party shall be solely responsible for paying for their own attorney fees and expenses.

ARTICLE XX - ~~UNION ASSOCIATION VISITS~~

20.1 Union Association Visits: The Employer shall admit to the Employer's property, during working hours, any authorized representative or representatives of the [Union Association](#) for the purpose of ascertaining whether or not this CBA is being observed by the parties hereto and to assist in adjusting grievances. The privilege shall be exercised so no time is lost unnecessarily to the Employer. Such [Union Association](#) representative(s) shall make prior arrangements for such visits with the Employer, or his designated representative, before entering the Employer's premises.

ARTICLE XXI- HEALTH AND WELFARE

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21.1 Medical and Hospital Insurance: The Employer provides fully paid medical and hospital insurance for all regular full-time employees and prorated medical and hospital insurance for regular part-time employees commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. Effective beginning January 1, 2018, the Employer shall move the employees to the AWC HDHP (High Deductible Health Plan). There is an open enrollment period, and the benefits of this new plan will be explained to the employees.

The Employer's contribution to dependent medical insurance premiums is limited to ninety percent (90%) for the term of the agreement. The employees shall pay ten percent (10%) by payroll deduction.

21.2 Dental Insurance: The Employer provides a dental insurance plan for all regular full-time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period.

21.3 Vision Insurance: The Employer provides a vision insurance plan for all regular full time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period.

21.4 Insurance Committee: The City of Goldendale and [Local 1533G Goldendale Police Officers Association](#) will establish an insurance committee of two (2) representatives from the City of Goldendale management and two (2) representatives from [Local 1533G-Goldendale Police Officers Association](#).

- (a) The purpose of the committee will be to review the insurance programs and benefit packages and to make recommendations to the City and the [Local Union Association](#) as to changes to the insurance packages, in order to bring about more responsible utilization of benefits. The committee may also compare the present insurance packages to any other insurance that may be available and make recommendation to the City and the [Local Union Association](#) on possible changes of insurance providers.
- (b) The ~~city~~ City agrees to provide the committee and the [Union Association](#) a notice of the equivalent number of days' notice the City receives from its broker and/or carrier regarding changes to existing plans and/or discontinuance of existing plans less the normal communication timeframes (days) from the broker and/or carrier and from the City to the

[Union Association](#) and committee. For example, if the broker and/or carrier provide sixty (60) calendar days of notice to the City and the notice takes three (3) calendar days to be received by the City and then the City's notice to the committee and [Union Association](#) takes three (3) calendar days, then the window to discuss any changes or discontinuance of present insurance plans would be approximately fifty- four (54) calendar days subject to the availability of the parties and the setting of meeting(s). The committee and [Union Association](#) are limited to making recommendations only. After the discussions but within the timeframe of the notice issued by the broker and/or carrier, the City reserves the right to make the final and binding decision and to implement the decision.

21.5 Beginning January 1, 2022, the City will contribute the following monthly amounts towards a Health Savings account (HSA):

- (a) For an employee-only plan, ~~up to \$304.17~~ the maximum amount the IRS allows.
- (b) For other than an employee-only plan (family), ~~up to \$608.33~~ the maximum amount the IRS allows.
- (c) As the contribution limitation increases over the course of the contract, so will the City's contribution as determined by the City. If the contribution limitation decreases over the course of the contract, so will the City's contribution as determined by the City.
- (d) Any front-loading requests will be considered solely by the Employer on a case by case basis.

21.6 ACA/Cadillac Tax protection: If the Employer determines, through consultation with its insurance provider, that there are any Cadillac Tax consequences as a result of insurance plans, premiums and any other benefits that count towards the Cadillac Tax thresholds when going from one year to the next insurance year and any successive years, the Employer has the right to make the necessary changes to insurance plans, coverages, premiums and benefits to avoid any Cadillac Tax consequences going from one year to the next. Notification by the Employer will be provided to ~~AFSCME~~ the Union Association and a sixty (60) calendar day window will be provided, if such timeframe is available to the Employer, to bargain about only the effects, not the decision. If no agreement is reached within the sixty (60) calendar day window, the Employer's last position during the sixty (60) calendar day window will be implemented by the Employer.

21.7 Life Flight group rate paid for by the City: The City will pay ~~up to fifty nine dollars~~

~~(\$59.00)~~ the yearly premium dues per year for the term of this CBA.

ARTICLE XXII-WAGES

22.1 **Hourly Rate:** The employees' regular hourly rate of pay shall be calculated by dividing the monthly rate of pay by 173.33.

22.2 For 2025: Beginning in the payroll period following signature by the last signing party of the Christie agreement forward (after August 20, 2025), the Employer agrees to a 6% increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the grievance procedures.

Effective January 1, 2026, the Employer agrees to a 5% increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the grievance procedures.

Effective January 1, 2027, the Employer agrees to a 4% increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the grievance procedures.

22.3 **Longevity Incentive Increment Pay Schedule:** Longevity incentive, annually adjusted on the employee's respective anniversary date, is the Employer's recognition of the skills, knowledge and experience that the employees bring to their positions. Longevity is earned by regular full-time employees and regular part-time employees. Longevity shall be adjusted by the employee's anniversary date; if they are placed on the Employer's payroll on or before the 15th of the month, the employee's anniversary date for longevity shall begin the first day of that month. If an employee is placed on the Employer's payroll on or after the 16th of the month, the employee's anniversary date for longevity shall begin the 16th of the month.

22.4 Longevity pay shall be paid as follows:

- (a) **Monthly Payment:** To each eligible employee, to be paid each month with their monthly pay.
- (b) Longevity pay will be prorated as follows: Twenty (20) hour work week earns half(½) of the employee's respective longevity incentive.

22.5 Longevity incentive pay changes its accrual rate on the Employee's respective anniversary date. Effective beginning January 1, 2022 the following is applicable:

| Completed Years of Service | Monthly Longevity Increment Pay | Hourly Longevity Increment Pay |
|----------------------------|---------------------------------|--------------------------------|
| 8 | \$30.00 | .17 |
| 9 | \$60.00 | .35 |
| 10 | \$80.00 | .46 |
| 11 | \$100.00 | .58 |
| 12 | \$125.00 | .72 |
| 13 | \$150.00 | .87 |

| | | |
|----|----------|------|
| 14 | \$175.00 | 1.01 |
| 15 | \$200.00 | 1.15 |
| 16 | \$225.00 | 1.30 |
| 17 | \$255.00 | 1.47 |
| 18 | \$285.00 | 1.64 |
| 19 | \$315.00 | 1.82 |
| 20 | \$345.00 | 1.99 |
| 21 | \$375.00 | 2.16 |
| 22 | \$405.00 | 2.34 |
| 23 | \$435.00 | 2.51 |
| 25 | \$500.00 | 2.89 |

22.6 **Paydays:** Shall be on or before the 5th-10th and 25th of each calendar month. Provisions for an earlier payday for an employee on vacation, leave, etc., shall be made at the Employer's discretion.

22.7 **Wage Grid:** Attached as Addendum 22.7 are the wage grids for 2022, 2023 and 2024, which shall be determined and prepared by the Employer based on formulas set forth in section 22.2 Wages, above. The wage grid applies to all regular full-time employees and prorated for all regular part-time employees.

ARTICLE XXIII - JOB POSTING, TRANSFER AND PROMOTIONS

23.1 **Right of First Refusal:** Current employees holding bargaining unit positions will be given right of first refusal for filling job vacancy through transfer or promotions. If current employees are not qualified to assume the duties, the Employer may recruit from outside the current work force.

23.2 **Vacancies Filled:** The Employer's decision to fill a vacancy by transfer or promotion of a current employee will be made on the basis of the provisions contained in Article IX, Section 9.1 - Seniority, in this CBA.

23.3 **In House Posting:** Announcements of position vacancies will be posted in all departments for five (5) working days prior to the announcement of the position to the public.

23.4 Nature and Type of Examinations: An examination for a position may be written, verbal, a measure of physical fitness, or any performance test, or any combination thereof. Examinations shall consist of material that tests fairly and equally the capacity and fitness of an applicant to perform effectively the duties of the position for which the examination is given. The necessity for an examination and the type thereof shall be determined by the department head with the advice of the Employer. In cases where a physical examination is deemed advisable for the position, the Employer shall pay the cost.

23.5 Notification: AU applicants for employment shall be notified in writing if they may be affected by any action at the time of the following:

- (a) Receipt of application; or
- (b) Disqualification for cause; and/or
- (c) The filling of the position applied for.

23.6 New Job Rates and Wages: The Employer has the right to establish new job classifications. Under RCW 41.56, rates of pay for new job classifications are negotiable. New job classifications are considered vacancies.

ARTICLE XXIV - ENTIRE CBA

24.1 Entire CBA: This CBA constitutes the complete and entire CBA by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this CBA shall be binding on the parties except this provision does not preclude parties from presenting evidence regarding the parties' intentions for language provision and/or changes to language.

ARTICLE XXV – SEPARABILITY

25.1 Separability:

- (a) In accordance with the Rules and Regulations of the Washington State Public Employment Relations Commission, under RCW 41.56, this CBA supersedes all conflicting City ordinances, rules and policies and all conflicting RCWs.
- (b) If any provision of this CBA or its supplements shall be held invalid due to federal or state statutes, the remainder of this CBA shall not be affected, and the parties agree to meet and negotiate the affected sections.

ARTICLE XXVI - SAVINGS CLAUSE

26.1 **Savings Clause:** Should any provision of this CBA be found to be in violation of any federal, state or local law, all other provisions of this shall remain in full force and effect for the duration of this CBA.

ARTICLE XXVII - TERM OF AGREEMENT

27.1 **Term of Agreement:** This Agreement shall become effective ~~January 1, 2022~~ ~~2025~~ starting in payroll period following signatures of Christie Agreement by last signing party forward in 2025, ~~except as otherwise provided~~, and shall remain in effect until December 31, ~~2024~~ ~~2027~~.

27.2 **Successor CBA:** The parties agree that negotiations for a successor CBA will attempt to begin in August of any given last year of any current CBA.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below, herein on the _____ day of _____, ~~2022~~2025

FOR THE ~~UNION~~ASSOCIATION:

Grant County Police Officers Association

FOR THE EMPLOYER:

Mayor ~~Dave Jones~~Michael Canon
City of Goldendale

~~Sandy Wells~~Larry Bellamy
City Administrator

Represented by:

Anthony Menke
Management Attorney

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**ADDENDUM 11.3
VERBAL REPRIMAND**

1. Tardiness or absence from work without just cause.
2. Abuse of sick leave.
3. Unauthorized use of equipment.
4. Recklessness.
5. Neglect of Duty.
6. Incompetence.
7. Insubordination.
8. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted.
9. Failure to report to work after cancellation of leave of absence.
10. Excessive abuse of rest periods after warning by supervisor.
11. Any other just causes as set forth in Civil Services Rules, arbitration cases and/or statutes.

Notes: _____

Signature of Supervisor and Date

Signature of Employee and Date

The employee, by signing this document, is not admitting guilt, only that the employee has seen and received it.

This Verbal Reprimand shall be removed from Supervisor's file no later than one (1) year from date above.

~~ADDENDUM 16.21~~
~~SHARED LEAVE CONTRIBUTION~~

Local 1533 - ~~Goldendale Police Officers Association~~ Shared Leave Contribution

Name: _____

Date Submitted to Local 1533 - ~~Goldendale Police Officers Association~~: _____

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Department: _____

Work Phone: _____

Home Phone: _____

My Shared Leave Contribution consists of the following type(s) of earned leave:-

I have indicated the respective number(s) of hours:

Type of Leave: _____ Hours: _____

Type of Leave: _____ Hours: _____

Type of Leave: _____ Hours: _____

Signature: _____

Other Information: _____

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ADDENDUM 16.22
SHARED LEAVE POOL APPLICATION

Local 1533 - Goldendale Police Officers Association Shared Leave Pool Application

Name: _____ Date: _____

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Submitted to the Local Goldendale Police Officers

Association: _____

Department: _____

Work Phone: _____

Home Phone: _____

In generalities, please attach a statement of your illness, injury, impairment, or physical or mental condition. **

**(This information shall remain confidential) **

An attached statement from your Physicians may be helpful to the Shared Leave Committee in reaching their decision. However, such a statement is not mandatory and is voluntarily submitted at the choice of the employee.

Shared Leave Pool Committee meeting date: _____

Shared Leave Pool Committee Recommendation: Approved: _____
Denied: _____

Committee Comments: _____

Employees may request a written decision.

City Council Person Date: _____

Larry Bellamy Sandy Wells, Administrator Date: _____

ADDENDUM 18.1
TRAINING AND TRAVEL

A. GENERAL PROVISIONS:

1. **Needs of the City or Department:** The need for travel is based on the requirements of a specific job or Department. While the convenience of the employee shall be considered, the City or Department needs shall be the more important factor. Any travel outside Washington or Oregon must be pre-approved by the Mayor, or his/her designee.
2. **Cost Reimbursement Basis:** Travel expenses to out-of-City locations shall be provided on a reasonable and prudent basis as approved by the Department Head or designee.
3. **Sharing of Costs:** Employees attending the same function should share transportation whenever possible. If not feasible due to different departure times or dates, the most cost-effective method is to be used. If employees incur extra expenses for their own convenience, they will be required to pay for the additional costs.
4. **Travel To and From Home:** Travel to and from one's home to their regularly assigned work site is not a reimbursable travel expense.
5. **Travel Funded by Another Agency:** When an organization other than the City of Goldendale agrees to pay out-of-area travel expenses for City employees, reimbursement will be according to that organization's travel policies.
6. **Authorization for Travel:** Employees requesting authorization for travel will submit requests to their Department Head. Without approval by the Mayor, or his/her designee, no unauthorized travel companions are allowed in City vehicles.

B. TRAVEL EXPENSES:

1. Advance Travel Funds: Advance travel funds must be approved by the City Administrator prior to the issuance of an Advance Travel Check for the specific amount. The advance funds request must be documented as to exact need and cost and approved by the Department Head prior to presentation to the City Administrator. All of the above mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (1) week prior to scheduled travel
2. Mileage Reimbursement Rate: Whenever possible, a city vehicle should be used for travel for authorized City business. The Internal Revenue Service rate for mileage is used when City of Goldendale representatives or employees use their personal vehicles for authorized City business. The purpose of such reimbursement is to cover costs of gas, oil, maintenance, and insurance. Mileage is calculated at the IRS approved rate.
3. Insurance Requirements: State law requires that owners of motorized vehicles carry an established amount of liability insurance. Employees who fail to do so while using their personal vehicle for City business may have travel expenses related to the use of their personal vehicle denied.
4. Receipts for Public Transportation: When using public transportation, receipts are required for reimbursement. Public transportation includes, but may not be limited to, airline, railroad, bus, taxi and airport limousine service. Hotel transportation should be used whenever possible.
5. Airline Travel: When airline travel is required, the most economical ticket is to be purchased. It is acknowledged that airfares are frequently lower if a schedule is established to the convenience of the airline. Such schedules may result in an employee staying longer at the destination than the business trip requires. If savings can be substantiated as a result, meal and lodging expenses may be approved by the Department Head.
6. Parking: Receipts for parking must be included with requests for reimbursement, when available.
7. Use of City Vehicles: Employees attending training, etc., outside the City of Goldendale will make every attempt to utilize City vehicles. When utilizing City vehicles, all receipts for expenses (i.e., gas, oil, etc.) will be required for reimbursement.

C. **MEAL EXPENSES:**

1. Meals will be reimbursed by presenting receipts and a completed Travel Expense Voucher to the Mayor, or his/her designee, within ten (10) days of return. Meals may be charged on the room bill; however, meal receipts should be submitted with the hotel bill.
2. Unless otherwise approved by the Department Head, maximum meal rates for twenty-four (24) hours or greater should not exceed the per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management. If traveling less than a twenty-four (24) hour period the per meal subsistence guidelines attached hereto (and as the same shall be updated) should be used. Reimbursement may be made for meals in excess of the above limits when the meal is part of an official business function, *i.e.*, conference banquets. Exceeding the above limits requires a written explanation to the City Administrator in order to be considered for reimbursement.
3. The reasonable cost of meals during or in conjunction with meetings directly related to City business held either in Goldendale or at another location is allowed.
4. Receipts are required for reimbursement.

D. **LODGING EXPENSES:**

1. Lodging in out-of-area locations will be reimbursed at cost. As a general rule, reasonable lodging should be sought (See the Washington State Travel Rates prepared by the Office of Financial Management). In a case where the City has a contract vendor in the area, then the employee must use the vendor. Lodging should be obtained at commercial or government rates whenever possible. Receipts for lodging must be turned in at the time of the request for reimbursement. A purchase order may also be used and the City will be billed directly. The per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management should be used as a guideline. Exceeding the above limits requires a written explanation to the City Administrator in order to be reimbursed.

E. **REGISTRATION AND CONFERENCE FEES:** Required registration and conference fees may be handled in one of three ways:

1. Where time allows, the City pays the fee directly to the conference sponsor prior to the event;
2. A purchase order may be written to the conference sponsor and the City will be billed directly for the registration fee; or,
3. The employee personally pays the fee and is reimbursed as part of the reimbursement request. A copy of the employees canceled personal check or a receipt and a copy of the registration form must be submitted for reimbursement.

F. **ALLOWABLE MISCELLANEOUS EXPENSES:** Other allowable expenses may include but are not limited to car rentals; rental of rooms to conduct official business; charges for photocopying or other clerical requirements; business telephone calls; personal phone calls incidental to City business *(i.e.,* a call to let family know you arrived safely or will be late returning and the like, not to exceed five dollars (\$5.00) per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate expenditure or procedure, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the Mayor or his/her designee, and/or the City Council has the authority to accept or reject claims for reimbursement.

G. **UN-REIMBURSABLE EXPENSES:** Certain travel expenses are considered as personal and are not essential to the transaction of official agency business and are not reimbursable. Such unallowable expenses include but are not limited to laundry or valet service; entertainment expenses including the cost of alcoholic beverages; tobacco products; radio, television, movie or VCR rental; cost of transportation to and from places of entertainment; cost of personal trip insurance; lengthy personal use charges; cost of room service; cost of personal reading materials; barber or beauty parlor expenses; personal toilet articles; postage; medical or hospital expenses; theft, loss or damage to personal property; expenses for spouse, family or other persons not authorized to receive reimbursement; and the like.

ADDENDUM 22.7
 2022, 2023, 2024, 2025, 2026, 2027 WAGE GRIDS

| Salary Schedule | | | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2022 Wage Grid:* | | | | | | | | | |
| <i>*Effective starting in payroll period following signatures of Christie Agreement by Last Signing Party forward, 6%</i> | | | | | | | | | |
| Position: | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I |
| | 6months | 6months | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | + |
| Police Sergeant | 571795 | 5860.90 | 6007.42 | 6157.61 | 6311.55 | 6469.34 | 6631.07 | 6796.85 | 6966.77 |
| Police Officer | | | 5309.53 | 5442.27 | 5578.32 | 5717.78 | 5860.73 | 6007.24 | 6157.42 |
| Police Officer (Probation) | 5053.41 | 5179.75 | | | | | | | |
| Police Adm./Evidence Tech | 4185.93 | 4290.58 | 4397.84 | 4507.79 | 4620.48 | 4736.00 | 4854.40 | 4975.76 | 5100.15 |
| Police Admin. Asst. III | 3796.78 | 3891.71 | 3989.00 | 4088.72 | 4190.95 | 4295.72 | 4403.11 | 4513.19 | 4626.02 |
| Police Admin. Asst. II | 3443.80 | 3529.89 | 3618.14 | 3708.60 | 3801.30 | 3896.34 | 3993.75 | 4093.60 | 4195.93 |
| Animal Control Officer | 3279.80 | 3361.80 | 3445.85 | 3531.99 | 3620.30 | 3710.81 | 3803.57 | 3898.66 | 3996.12 |
| Police Admin. Asst. I | 3279.80 | 3361.80 | 3445.85 | 3531.99 | 3620.30 | 3710.81 | 3803.57 | 3898.66 | 3996.12 |

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| Salary Schedule | | | | | | | | | |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2023-2026 Wage Grid 5% | | | | | | | | | |
| Position: | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I |
| | 6months | 6months | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | + |
| Police Sergeant | 5889.49 | 6036.73 | 6187.65 | 6342.34 | 6500.90 | 6663.42 | 6830.00 | 7000.75 | 7175.77 |
| Police Officer, | | | 5468.81 | 5605.53 | 5745.67 | 5889.31 | 6036.55 | 6187.46 | 6342.15 |
| Police Officer (Probation) | 5205.01 | 5335.14 | | | | | | | |
| Police Adm./Evidence Tech | 4311.51 | 4419.30 | 4529.78 | 4643.02 | 4759.10 | 4878.08 | 5000.03 | 5125.03 | 5253.16 |
| Police Admin. Asst. III | 3910.69 | 4008.46 | 4108.67 | 4211.38 | 4316.67 | 4424.59 | 4535.21 | 4648.59 | 4764.80 |
| Police Admin. Asst. II | 3547.12 | 3635.79 | 3726.69 | 3819.85 | 3915.34 | 4013.23 | 4113.56 | 4216.40 | 4321.81 |
| Animal Control Officer | 3378.20 | 3462.65 | 3549.22 | 3637.95 | 3728.91 | 3822.13 | 3917.68 | 4015.62 | 4116.01 |
| Police Admin. Asst. I | 3378.20 | 3462.65 | 3549.22 | 3637.95 | 3728.91 | 3822.13 | 3917.68 | 4015.62 | 4116.01 |

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**Salary Schedule
2024-2027 Wage**

Grid 4%

| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I |
|----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Position: | 6months | 6months | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | + |
| Police Sergeant | 6066.18 | 6217.83 | 6373.28 | 6532.61 | 6695.92 | 6863.32 | 7034.90 | 7210.78 | 7391.05 |
| Police Officer | | | 5632.88 | 5773.70 | 5918.04 | 6065.99 | 6217.64 | 6373.08 | 6532.41 |
| Police Officer (Probation) | 5361.16 | 5495.19 | | | | | | | |
| Police Adm./Evidence Tech | 4440.85 | 4551.88 | 4665.67 | 4782.21 | 4901.87 | 5024.42 | 5150.03 | 5278.78 | 5410.75 |
| Police Admin. Asst. III | 4028.01 | 4128.72 | 4231.93 | 4337.73 | 4446.17 | 4557.33 | 4671.26 | 4788.04 | 4907.74 |
| Police Admin. Asst. II | 3653.53 | 3744.86 | 3838.49 | 3934.45 | 4032.80 | 4133.63 | 4236.97 | 4342.89 | 4451.46 |
| Animal Control Officer | 3479.54 | 3566.53 | 3655.70 | 3747.09 | 3840.77 | 3936.79 | 4035.21 | 4136.09 | 4239.49 |
| Police Admin. Asst. I | 3479.54 | 3566.53 | 3655.70 | 3747.09 | 3840.77 | 3936.79 | 4035.21 | 4136.09 | 4239.49 |

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2025-2027

COLLECTIVELY BARGAINED AGREEMENT

Between

CITY OF GOLDENDALE, WASHINGTON
and

GOLDENDALE POLICE OFFICERS ASSOCIATION

REPRESENTING
LAW ENFORCEMENT OFFICERS
POLICE DEPARTMENT

EFFECTIVE

Starting in Payroll Period Following Signatures of Christie
Agreement by Last Signing Party in 2025
through December 31, 2027

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ARTICLE I - PREAMBLE

1.1 This Collectively Bargained Agreement hereinafter referred to as the "CBA" is between the City of Goldendale, hereinafter referred to as the "Employer," or "City" and Goldendale Police Officers Association, representing Law Enforcement Officers in the Police Department, hereinafter referred to as the "Association."

1.2 The purpose of the Employer and Association in entering into this CBA is to set forth their entire CBA with regard to wages, hours and working conditions so as to promote efficient operations; the morale and security of employees covered by this CBA; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Association and the employees.

ARTICLE II - RECOGNITION AND CHECK OFF

2.1 **Exclusive Bargaining Agent:** The City CBA recognizes the Association as the sole and exclusive bargaining agent for all regular full-time and regular part-time law enforcement officers as certified by the Public Employment Relations Commission (PERC) on April 30, 2025, Case #141610-E-25 excluding the police chief, supervisors, confidential employees, and all other employees.

2.2 **Recognition of Goldendale Police Officers Association:** The Employer recognizes the GOLDENDALE POLICE OFFICERS ASSOCIATION (Association) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.

2.3 **Joining the Association:** All employees in this bargaining unit have the right to voluntarily join the Association. The Association as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 42.56.080.

2.4 **Questions about Association Membership:** If an Employee has questions about Association membership, the Employer will remain neutral and direct the employee to discuss this topic with a Association Staff Representative. The Association's Staff Representative shall address the employees' inquiry as soon as possible.

2.5 **Signed Dues Deduction Authorization:** Current Association members and those who choose to join the Association Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.

2.6 **Amounts Deducted:** The amounts to be deducted shall be certified to the Employer

by the Association and the aggregate deductions shall be remitted to the Association together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Association dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Association dues and fees to the Association until such time as the Association notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Association.

2.7 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer will provide the Association with information about new hires within a reasonable period of time from the date of hire. An Association official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Association membership and dues authorizations.

2.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Association agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

2.9 Applicability of Personnel Policy: If the CBA does not specifically address a subject matter, then the City of Goldendale's Personnel Policies will apply to bargaining unit members.

2.10 Personnel Policies Changes: During the term of this CBA, if the City Council decides to modify the personnel policies referenced in 2.4 above which would change the wages, hours, or working conditions addressed in the personnel policies of Employees covered by this CBA, then the City agrees to negotiate about the changes including negotiations subsequent to implementation if necessary.

ARTICLE III - NONDISCRIMINATION

3.1 Nondiscrimination: It is mutually agreed that there shall be no discrimination because of lawful Association activity, Association membership, race, creed, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Association and Employer representatives shall work

cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the Grievance Procedure set under this CBA prior to seeking relief through other channels.

ARTICLE IV - DEFINITIONS

The following definitions apply throughout the CBA as used herein, the following terms unless the context indicates another meaning:

4.1 Anniversary Date: Original date of hire into the Employer's services, adjusted for leaves without pay, and/or breaks in service.

4.2 Bona Fide Emergency: Inclusive of but not limited to life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action; Acts of God.

4.3 Class: A group of positions sufficiently similar in duties, responsibilities, authority, and minimum qualifications to permit combining them under a single title, and to permit an application of common standards for selection and compensation.

4.4 Dismissal: The termination of employment of a regular full-time, regular part-time employee pursuant to Article XIX.

4.5 Employees: All reference to employee in this CBA, and designates both sexes. Whenever the male gender is used, it shall be construed to include both male and female employees.

4.6 Employer: The City of Goldendale.

4.7 Employer's Appointing Authority: The mayor or his/her designee.

4.8 Immediate Family: An employee's immediate family includes the employee's spouse (or domestic partner), parents, grandparents, brothers, sisters, children, stepchildren, and grandchildren.

4.9 Position: A group of duties and responsibilities normally assigned to an employee.

4.10 Promotion/Transfer: If the six month (6) probationary period of an employee who has been promoted/transferred to a new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted/transferred. Any employee who is promoted/transferred to a higher classification shall be placed at the minimum salary for that class unless that minimum is lower than or the same as the employee's salary at the time of the promotion/transfer. At no time shall the rate of pay in the higher classification be less than the previous rate of pay that the employee received in the

classification from which the employee was promoted.

4.11 Regular Full-Time Employees: An employee who performs bargaining unit work on a full-time basis (forty (40) hours per week).

4.12 Regular Part-Time Employee: Employees who perform bargaining unit work on a scheduled basis for an indefinite period of time and who have a normal work schedule less than forty (40) hours per week. Said employees are entitled to receive base pay for the position, the opportunity to progress across the pay plan structure in accordance with the length of service and are also entitled to benefits on a pro rata basis, excluding dental and vision insurance. Regular part-time employees work less than eight (8) hours a day, or less than forty (40) hours a week on a permanent basis, for six (6) or more consecutive months.

4.13 Regular Seasonal Employees: Employees hired to work in a regular position more than three (3) months but less than six (6) months. Seasonal employees are not subject to the provisions of this CBA.

4.14 Resignation: The voluntary action by an employee of terminating their employment.

4.15 Seniority: (Definition Only) Seniority for regular full-time employees and regular part-time employees shall consist of continuous service of an employee (including temporary employee time) for that period of time beginning from their date of hire. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff. In the case of authorized leave of absence without pay or lay off, the employee will not earn seniority during the period of absence. Seniority terminates when an employee resigns, retires, is discharged or is not rehired within one (1) year of lay off.

4.16 Temporary Employee: Employee(s) hired to work for a defined period of time, in a regular position, or for overload, or special project work, not to exceed three (3) months. Temporary employees shall not accrue benefits and are not subject to the provisions of this CBA.

4.17 Association: Goldendale Police Officers Association ("GPOA").

ARTICLE V - MANAGEMENT RIGHTS

5.1 Core Management Rights: The Association agrees that the Employer has core management rights which are controlled by the Employer. The Employer has the right to make and implement those decisions without negotiations about the decision(s) and the effect(s). Those core rights include, but are not limited to the following:

- (a) The right to hire, transfer, promote, and/or lay off employees;
- (b) The right to adopt, change and/or discontinue operations, practices, and/or the work of employees;
- (c) The right to establish and/or modify job classifications and descriptions;
- (d) The right to adopt and/or modify work rules, procedures, policies, and/or directives;
- (e) The right to discipline employees;
- (f) The right to adopt, modify and/or make any and all budgetary determinations;
- (g) The right to determine the hours of work;
- (h) The right to make and enforce reasonable safety rules and regulations;
- (i) The right to implement new equipment and procedures;
- (j) The right to determine and declare when an emergency exists and the actions necessary to deal with the emergency. Emergency includes life threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasions for action.

5.2 **Cooperation**: The Association agrees to give full cooperation in carrying out the functions vested in the Employer for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the CBA or the rules and regulations herein agreed to. Violations by employees of the provisions of this CBA or the rules and regulations referred to above will warrant reasonable disciplinary action.

5.3 **Statutory Law**: Nothing in this CBA shall be interpreted to interfere with the rights of management, inclusive of the City Council, the Mayor, the Administrator and/or the Chief.

5.4 **Past Practice**: The Employer may change, alter or terminate past practices subject to the Employer providing the Association thirty (30) calendar days written notice of the proposed change during which time the Employer, if the Association so requests, will meet with the Association to negotiate its decision to change past practice and the effects thereof

for a period not to exceed the thirty (30) calendar days, after which time the Employer is free to proceed with the change to past practices. In the event of a bona fide emergency, as defined herein, the Employer has the right to change past practices giving as much notice as is practicable under these circumstances and an opportunity to negotiate the matter with the Association; all of which shall occur within adequate time to permit the Employer to respond to the emergency.

ARTICLE VI - EMPLOYEE RIGHTS

6.1 **Personal Life:** The private and personal life and activities of the employee, unless representing a conflict of interest, unless detrimental to the employee's work performance or unless directly detrimental to the Employer's services, detrimental to the Department's services and the programs administered by the Agency, are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by management.

6.2 **Personal Rights:** In the event of charges or complaints made to the Employer against any employee, except where there is clear and immediate danger to person(s) or property, no Employer disciplinary action shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond, in which instance the employee shall be informed of the identity of the person or party making such charges or allegations, except in the case of harassment or other similar cases where the accuser's identity must be kept confidential by law. The parties respect the individual's right to confront their accuser except as provided above, but if the accuser identity is provided, there shall be no retaliation by the Employer or any of the employee's representatives in regards to charges or complaints. If there is retaliation, the employee will be subject to termination/discharge. If the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of rights of appeal and representation, as provided by the Association and the grievance procedure.

6.3 **Representational Rights:** Each employee or a designated representative (with written authorization from the employee), management and management's representatives shall have access to the employee's personnel file for the purpose of grievances and disciplinary actions or other proper purposes. All derogatory information that becomes a matter of record and is inserted into the employee's personnel file shall be brought to the attention of the employee. The employee shall have ample opportunity to respond and either challenge the propriety or validity for inclusion in the personnel file or to insert in the personnel file documentation the employee thinks necessary to challenge contentions made in the derogatory material. Employees have the right to examine their personnel file, as it is maintained by the City of Goldendale. An authorized representative of the Association may examine an employee's personnel file if the employee so authorizes in writing. All material placed into an employee's file, excluding customary and usual bookkeeping records, shall be brought to the attention of the employee and signed by the employee signifying that they have read it. The employee shall be given the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

6.4 Weingarten Representation: Employees shall have the right to have present their representative at any meeting between Management and the employee if said meeting is called for disciplinary consideration adversely affecting their conditions of employment; or if the meeting is anticipated to be confrontational, respective of their Weingarten Rights.

6.5 Working Conditions: The Employer and employee(s) will cooperate in the endeavor to maintain safe and healthy working conditions. The Employer agrees that no employee should work or be directed to work in a manner or under conditions that do not at least comply with minimum accepted safety practices or standards as established by the Washington State Division of Safety and the Washington State Department of Labor and Industries.

6.6 Grievance Rights: Any employee within the bargaining unit who believes they have a grievance may seek their remedy by the grievance procedure provided in the CBA herein. A grievance is defined as a dispute regarding the interpretation, application or implementation of the specific terms and conditions of this CBA.

6.7 Work Rules: Employees shall be made aware in writing of existing work rules, new work rules, or changes to existing work rules. Except in a declared emergency, the Employer will give ten (10) working days' notice prior to a rule taking effect.

6.8 Personal Property Loss: Employees may submit claims for work related to the loss of personal property unavoidably lost or damaged while working, subject to the Employer's approval.

6.9 Association Officers/Stewards: Every Association Officer/Steward shall be recognized as a representative of the Association.

- (a) The name of the Association Officers and Stewards shall be affirmed in writing by the Association Secretary to the Employer within ten (10) working days after this CBA is signed, and thereafter within ten (10) working days after any change in the designation of the Association Officer(s) or Steward(s). Association Officer and Steward selection is an internal Association process which is not governed by this CBA.
- (b) The Association Officers and Stewards may engage in the adjustments of grievances with the Employer. The Employer may require the adjustment of grievances on the Employer's time, without loss of employee paid time when circumstances require.
- (c) The Association Officers or Stewards shall not leave their job in order to contact other employees regarding grievance resolution without prior permission from the Employer.

- (d) Through the Employer, employees may voluntarily donate compensatory time or vacation time to the Association Officers and Shop Stewards for paid time lost for Association business.
- (e) A Association Officer or Steward has no authority to give orders regarding work assignments to any employee except in the case where the Association Officer/Steward is in a lead or supervisory position. The Employer shall have authority to impose disciplinary action in the event a Association Officer/Steward acts without authority in this regard.

6.10 Personnel File/Records: For each City employee, a personnel file shall be maintained. The file shall show name, title, department, salary, past changes in status as an employee, and whatever additional information these rules or the Employer requires. Changes in employee status shall be recorded in the respective employee's personnel file. This file shall be retained in accordance with state and federal record keeping and personnel file regulations.

ARTICLE VII - CONTRACTING OUT

7.1 Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work without negotiations about the decision and/or Us affecting the work which has previously or historically been contracted out or subcontracted.

7.2 Bargaining the Effects of Contracting Out/Subcontracting: The Employer shall have the right to contract out or subcontract work not previously contracted out which would adversely affect the normal hours of work (not overtime, nor call-back, nor any other types of premium pays or work hours) of current bargaining unit employees at the time the Employer makes such position. Prior to the Employer implementing the contracting out or subcontracting, the Employer will provide thirty (30) calendar days written notice of this position to the Association, and provide an opportunity to bargain collectively in good faith the decision of the Employer and its effects.

7.3 Bona Fide Emergency: The notice and discussion provisions of this Article regarding the Employer's position to contract out or subcontract work and its effect shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of a bona fide emergency.

ARTICLE VIII - NEPOTISM

8.1 Employment of Relatives (Nepotism):

- (a) Employee's immediate family members and those living together as domestic partners will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority or practical power to

- supervise, appoint, remove, or discipline the other;
- (2) Where one party would be responsible for auditing the work of the other; or,
- (3) Where other circumstances exist which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the City.
- (b) No relatives closer than fourth degree as defined in RCW 11.02.005(5) as now codified or hereafter amended, shall be employed within the same department of the City. Departments are defined as those approved by the City Council and as shown in the current organizational chart of the City.
- (c) If two employees marry, become immediate family members or begin living together as domestic partners, and as a result, the circumstances prohibited by Section (a) or (b) exist, only one of the employees will be permitted to stay employed with the City. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become immediate family members, or begin sharing living quarters with each other. If no decision has been made during this time, the most recently hired employee will be terminated.

8.2 Definitions/Nepotism: [For Purpose of This Article Only]

- (a) Immediate Family: An employee's immediate family includes the employee's spouse, child, parent, siblings, mothers and fathers-in-law, sons and daughters-in-law, grandparents, and step relatives of the same degree listed above.

ARTICLE IX - SENIORITY

9.1 Seniority: Length of service with the Employer, as well as individual skills, knowledge, and efficiency of the employees, shall be taken into consideration when recalling, promoting, or transferring.

9.2 Probationary Period:

- (a) In the event an employee accepts a transfer or a promotion, and in spite of conscientious effort, fails to meet job standards within the six (6) months probationary period they will revert to their former position. The employee may bump a probationer within their original department first, then a probationer in another department provided they are qualified.
- (b) An employee transferring back to a position they previously held and had completed an initial probation period will not be required to serve an additional probation.

9.3 Seniority Ceases to Accrue: Seniority, or probationary days worked towards

seniority, will be canceled and employment terminated by any of the following events:

- (a) Voluntary retirement;
- (b) Discharge for just cause;
- (c) Resignation or termination;
- (d) Continuing layoff/RIF in excess of twelve (12) consecutive months.

9.4 Written Seniority List: The Employer will issue a written seniority list to the Association's President on or before January 15th each year. The Association will have until February 15th to consider Employer errors and submit corrections.

ARTICLE X - PROBATIONARY EMPLOYEES

10.1 Probationary Employee: A new employee will be on probation until they have actually worked twelve (12) consecutive months after completion of the basic law enforcement academy in the classification. During this period, the new probationary employee:

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) Upon the successful completion of the probationary period, the new employee will be entered on the seniority list as of the original date of original hire;
- (e) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the one (1) year probationary period, the period being computed from the original date of hire or from the date of successful completion of the basic law enforcement academy, whichever is later;
- (f) Employees on probation do not have the right to the grievance procedure.
- (g) Employees promoted to a higher classification must complete a six (6) month probationary period.

ARTICLE XI - DISCIPLINARY ACTION

11.1 Implementation: If the Employer has a reason to discipline an employee, it shall

take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- (a) Verbal Reprimand: Supervisor or Department Head;
- (b) Written Reprimand: Department Head or Designee;
- (c) Suspension Without Pay: Department Head, Administrator, Mayor (up to ten (10) working days);
- (d) Demotion (if applicable): City Administrator or Mayor, in conjunction with the Department Head;
- (e) Termination: City Administrator or Mayor, in conjunction with the Department Head.

11.2 Degrees of Discipline: The degree of discipline administered is dependent on the severity of the infraction, the employee's record of discipline, performance reviews and other relevant factors except as provided herein. Disciplinary action will follow the doctrine of "just cause."

11.3 Timelines: References to disciplinary actions in an employee's personnel file shall be maintained in the personnel file as follows:

- (a) If the disciplinary action is a verbal reprimand, the reference thereto shall be for the supervisor's use for a period not to exceed a period of twelve (12) months. At the annual review, the employee may request that the verbal reprimand be removed from their supervisor's file. The verbal reprimand form is attached as Addendum 11.3.
- (b) If the disciplinary action is a written reprimand, the reference thereto shall remain in the employee's personnel file for a period of twelve (12) months from the date of the last infraction. At the annual review, the employee may request that the written reprimand be removed from their personnel file. If there exists another disciplinary action as a result of a similar or substantially similar form of misconduct, then and in that event, both references to the written reprimand shall remain in the personnel file twelve (12) months from the date of the last infraction.
- (c) If the disciplinary action is a suspension without pay, then and in that event, said disciplinary action shall remain in the personnel file for a period of two (2) years from the date of infraction. At the annual review; the employee may request that the suspension be removed from their personnel file. If there exists another disciplinary action resulting in suspension without pay as a result of a similar or substantially similar form of misconduct, then and in that event, both references

to suspensions without pay shall remain in the personnel file for a period of two (2) years from the date of the last infraction.

- (d) Disciplinary action consisting of a discharge shall remain in the employee's personnel file on a permanent basis.
- (e) If a written reprimand or suspension discipline is issued to an employee, that employee has the right to attach their version, or rebuttal of that discipline to be placed in their personnel file along with the discipline.

11.4 Notice: Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any pre-disciplinary or disciplinary meetings of the subject of the meeting and their right to Association representation at that meeting.

11.5 Signatures: Employees shall sign disciplinary actions as evidence only of having read the disciplinary action. A copy of the disciplinary action document shall be provided to the employee and the Association at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation/rebuttal which will be attached to the Employer's disciplinary action document.

11.6 Suspension With Pay: At the discretion of the Employer or department head, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform their duties. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided with a letter of exoneration. Under all circumstances, the employee's due process rights will be respected.

11.7 Just Cause: Employees may be disciplined for just cause. Employees may receive disciplinary action up to and including discharge for misconducts and/or violations including but not limited to the following examples:

- (a) Tardiness or absence from work without just cause;
- (b) Abuse of sick leave;
- (c) Willful falsification of reports;
- (d) Unauthorized use of equipment;
- (e) Theft of City property;
- (f) Willful damage to City property;

- (g) Recklessness;
- (h) Malfeasance, misfeasance, or neglect of duty;
- (i) Incompetence;
- (j) Insubordination or gross misconduct;
- (k) Using or working with the presence of intoxicants or drugs in an employee's blood, breath and /or urine (See Personnel Manual for the Drug and Alcohol Testing Policy and Procedures Manual). The parties have agreed that the Personnel Manual Drug and Alcohol Testing Policy and Procedures shall apply to non-CDL employees in this bargaining unit;
- (l) Failure to report for work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted;
- (m) Failure to report for work after cancellation of leave of absence;
- (n) Failure to report to work after a layoff;
- (o) Excessive abuse of rest periods after warning by supervisor.

11.8 Access to Personnel Files: Employees shall be given immediate, uncensored access to their personnel file upon demand. The Association's representative may be granted access to personnel files pursuant to PERC rulings.

11.9 Placement of Materials: The Employer shall notify the employee when any and all disciplinary material is placed into the employee's personnel file. The employee's signature, denoting that the employee has read the material, is required on these materials (see 6.3).

ARTICLE XII - HOURS OF WORK

12.1 Regular Hours: The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

12.2 Scheduled Work Days: Scheduled work days shall consist of consecutive hours, including meal periods and paid rest periods, respective of the Fair Labor Standards Act (FLSA). The rest/relief periods will be paid as though the time had been worked.

12.3 Work Week: The work week shall be forty (40) hours of work for all Uniformed employees, inclusive of a meal period of thirty (30) minutes. The normal work week shall consist of five (5) consecutive eight (8) hour days, followed by two (2) consecutive days of

rest, or four (4) consecutive 10 hour days, followed by three (3) consecutive days of rest, except as may be agreed to by the parties. However, in order to provide the Uniformed employees the benefit of shift rotations, an exception to the 5/8's, or 4/10's formula shall occur during regular shift rotations, vacations and emergencies.

12.4 Work Shift: Eight (8) or ten (10) consecutive hours of work shall constitute a normal work shift. All employees shall be scheduled to work on a regular work shift. Each shift shall have a regular starting and quitting time. Employees understand that special assignments and bona-fide emergencies may interrupt or extend the given regularly scheduled work shift.

12.5 Posting of Work Schedules: Normal work schedules showing the employee's shifts, working days and hours as established by the Employer shall be posted or made available to the employee at least one (1) calendar week prior to the effective date, unless a bona fide emergency should dictate otherwise. It shall be posted on the department bulletin board at all times.

12.6 Relief Periods: Employees will be afforded a fifteen (15) minute relief period during each shift half of four (4) hours or more duration. These relief periods will be paid for as time worked.

12.7 Overtime:

- (a) Overtime: Work authorized and performed in excess of the scheduled workday or work week.
- (b) Each employee shall receive one and one-half (1½) times their regular straight time hourly rate of pay for the following:
 - (1) All work authorized and performed in excess of forty (40) hours in one week.
 - (2) All work authorized and performed in excess of eight (8) hours in any eight (8) our workday, or all work performed in excess of ten (10) hours in any ten (10) hour workday, if working a 4/10 shift.
- (c) Holiday pay, including the "Personal Holiday," shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week.
- (d) Vacation leave, sick leave, comp time, and/or bereavement leave, shall be considered as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week, or eight (8) hours in a day.

12.8 Fourteen (14) Day Notice: The Employer, upon fourteen (14) working days written notice to the Association, may change the work schedule from or to 5/8's or 4/10's respectively, emergencies excepted.

12.9 Callback:

- (a) Callback: A time when an employee is called to perform non-scheduled work.
- (b) Employees who are called back to work shall receive one and one-half (1.5) time their regular straight time hourly rate of pay for all hour's work; provided, however, the employee shall receive not less than three (3) hours at the overtime rate. If an employee is called out a second time outside of the first three (3) hour period, the employee shall receive an additional emergency callback of not less than three (3) hours at the overtime rate.
 - (1) Previously scheduled overtime attendance shall be paid at a minimum rate of one (1) hour at the overtime rate of pay (time and one half (1.5) the employee's regular rate of pay).
 - (2) By example, these scheduled overtimes shall be for but not limited to the following types: Subpoenaed court time, council meetings, planning meetings, training meetings, and committee meetings.

12.10 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.
- (b) When an employee is required to appear or testify without twenty-four (24) hours' notice, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

12.11 Safety Time Off: The Employer shall make a reasonable effort to provide employees with a minimum of twelve (12) hours Safety Time off between scheduled shifts.

12.12 Shift Exchange: Uniformed employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval from the Chief of Police or their designee. Such an exchange of shifts does not constitute a basis for entitlement to overtime compensation.

12.13 Standby Duty: The Employer will determine if and when standby duty is needed as

regards the Uniformed Officers. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as regards only the Uniformed Officers. If the scheduled employee cannot fulfill their standby duty obligation, it is the employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum twenty (20) minute emergency response timeframe from the time of being called out to arrival at the Police Department.
- (b) An employee on Standby duty shall be compensated fifteen dollars (\$15.00) per hour during the designed standby duty timeframe established by management.
- (c) If an emergency occurs requiring the employee on standby duty to respond to an emergency, then the employee on standby duty will be compensated in accordance with the Callback provisions set forth in Section 12.10.

12.14 Duty Supervisor By a Police Officer: This provision does not apply to the Police Sergeants. The role of Duty Supervisor is included within the job description of a Police Sergeant. A Police Sergeant shall not receive additional compensation for standby duty and for Duty Supervisor. Upon the unavailability of a Police Sergeant to perform the Duty Supervisor responsibilities, the Employer will determine if and when a duty supervisor is needed as regards the Police Officers. If an employee(s) is/are specifically directed by management to be on standby to be available to be contacted during an employee's non-regularly scheduled working hours, the employee will be paid duty supervisor pay. Duty supervisor responsibility shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications to serve as a Duty Supervisor as regards only the Uniformed Officers and as determined by the Police Chief. If the scheduled employee cannot fulfill their duty supervisor obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their supervisor.

- (a) Employees directed by management to fill the Duty Supervisor duties are required and shall be subject to a maximum twenty (20) minute emergency response timeframe from the time of being called out to arrival at the Police Department.

- (b) The employee serving as the duty supervisor shall be compensated for 2 hours of overtime per week during the designed duty supervisor timeframe established by management.
- (c) If an emergency occurs requiring the employee serving as the duty supervisor to respond to an emergency, then the employee serving as the duty supervisor will be compensated in accordance with the Callback provision set forth in Section 12.10.

ARTICLE XIII - LAY OFF AND RECALL

13.1 **Lay Off/Reduction In Force (RIF)**: Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. The Employer has the right to determine which classification(s) will be the subject of layoffs and the Employer will notify the Association regarding the classification(s) which will be subjected to layoffs. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) In the event of a layoff, employees will be laid off from the affected job classification(s), giving consideration to seniority within the affected classification and the ability of the employee to perform the remaining work available, without further training as determined by the Employer. When two (2) or more employees have relatively equal experience, skill and ability to do the work without further training as determined by the Employer, the employee(s) with the least seniority will be laid off.
- (b) Further, a senior person whose classification has been determined to be the subject of the layoff may bump down into another classification within the Department based on seniority, skills and knowledge, special qualifications, no further need of training and ability to do the work, all as determined by the Employer and in accordance with Civil Service Board Rules.

13.2 **Recalled to Employment**: After layoff, a recalled employee must normally report for work within twenty-four (24) hours after being formally notified by registered mail. The employee will notify the Employer of their intent to return to work within twenty-four (24) hours of the registered mail notification. If the period of layoff has exceeded thirty (30) days, the employee will be allowed five (5) working days from the date the registered mail letter is received to report to work. In order to be eligible for recall, the employee must keep on file with the Employer a current mailing address.

- (a) Employees called to return from lay off to a position which they previously held and had completed an initial probationary period will not be required to serve an additional probation, except if the position to be filled has changed substantially or if certifications have expired or are required, as determined by the Employer.

13.3 **Recall Status:** Employees who are laid off shall be placed on recall status for a period of one (1) year. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

13.4 **Recall Process:** When an employee is recalled, the Employer will send a certified letter to the employee advising the employee of the recall. An employee interested in returning to work must respond within five (5) working days after receiving the letter by written communication to the Employer.

13.5 **Removal from Recall Status:** Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused shall be removed from recall status.

13.6 **Accruals:** Benefits shall not accrue during lay off. Employees recalled who accept the recall within one (1) year from the date of the layoff shall have previously accrued seniority and sick leave prior to lay off restored. Recalled employees shall not be required to serve a six (6) or twelve (12) month probationary period.

ARTICLE XIV - HOLIDAYS

14.1 **Paid Holidays:** Effective beginning in 2022, these holidays shall be designated as paid holidays for those employees who fill regular positions:

| Holiday Dates to be Observed | |
|---|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| President's' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving | 4 th Friday in November |
| Christmas | December 25 |
| Two (2) Floating Holidays at Employee's choice. | |

14.2 **Floating Holidays:** Effective January 1, 2022, each employee may select two (2) floating holidays each calendar year, and the Employer must grant the holiday provided:

- (a) The employee has been continuously employed by the City for more than six (6) months.

- (b) The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday, and the request has been denied.
- (c) The employee and the supervisor may agree upon an alternate date.
- (d) If, however, the employee is working four (4) ten (10) hour days work week, the in-lieu accrual would be ten (10) hours.
- (e) When an employee retires and if the employee still has two (2) floating holidays during the applicable year, the City will pay those hours to the retiring employee as separate compensation. If the employee is working 10-hour shifts, the total will be up to twenty (20) hours. If the employee is working 8-hour shifts, the total will be up to sixteen (16) hours.

14.3 Holiday Pro-Rated for Part-Time Workers: Regular part-time employees shall be paid straight time on a pro-rated basis, based on regularly scheduled hours of work.

14.4 Holiday Scheduled During Time Off: If an employee receives the designated holiday off as part of his/her regularly scheduled hours of work, he/she shall receive eight (8) straight time hours of lieu time, however if the employee is working four (4) ten (10) hour days work week, the in-lieu accrual would be ten (10) hours. The maximum hours earned cannot exceed ten (10) hours a holiday. He/she shall not receive any additional holiday pay, nor lieu time off.

14.5 Holiday-Called In to Work: Employees called in for work on a designated holiday shall be paid at the rate of time and one-half (1½) their regular rate of pay.

14.6 Holiday Worked as a Regular Work Day: Employees whose regularly scheduled shift starts during one of the designated holidays listed in 14.1 above shall be paid at time and one-half (1½) their regular rate of pay. In addition, the employee shall receive eight (8) straight time hours of lieu time off.

14.7 Lieu Time and Carry-Over:

- (a) Lieu time only applies to holidays.
- (b) Beginning January 1, 2010, lieu time may be accumulated and carried over from month to month January 1 until December 31 up to a maximum of one hundred (100) hours. Any lieu time in excess of one hundred (100) hours will be forfeited.

ARTICLE XV - VACATION / ANNUAL LEAVE

15.1 **Vacation Accrual:**

- (a) Earned vacation leave is paid leave. Effective January 1, 2022, vacation leave shall accrue in accordance with the following schedule:

| Months of Completed Service | Monthly Accrual Rate in Hours | Yearly Rate in Hours Per Year |
|-----------------------------|-------------------------------|-------------------------------|
| DOH-24 | 8.00 | 96 |
| 25-60 | 10.00 | 120 |
| 61-108 | 12.00 | 144 |
| 109-168 | 14.00 | 168 |
| 169-240 | 16.00 | 192 |
| 241 and over | 20.00 | 240 |

- (b) The philosophy behind annual leave is to allow the employees time away from the workplace for rest and relaxation, so that upon their return to that workplace, they are refreshed and able to perform to their optimum.

15.2 **Accrual Onset:** Upon satisfactory completion of six (6) months' employment, the employee shall be credited with five (5) vacation leave days. Employees shall be notified of accumulated vacation leave on a regular basis.

15.3 **Accrual Regular Part-Time:** Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to regular part-time employees who are employed on a regular basis. Accrual shall be on a continuing non-annual basis.

15.4 **Accrual Earned:** Vacation leave accrues on a bi-monthly basis. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls or excesses.

15.5 **Choice of Annual Leave:** To the extent possible, annual leave shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the department head shall make a determination as to which employees are permitted their annual leave. A senior employee shall have preference except they shall not bump a junior employee if said junior employee has first applied and received approval for the use of their annual leave.

15.6 **Work During Vacation Period:** Any employee who is requested to and does work

during their vacation period shall be paid for regular hours at the rate of time and one-half (1½) their regular rate and shall retain their unused annual leave for use at a later date. Employees shall be subject to call back during vacation periods.

15.7 Vacation Rights: Vacation rights in case of lay-off or separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

15.8 Vacation Rights (Entry Level Officer Only): At the discretion of the Chief of Police, vacation time may be granted before the end of the probation period.

15.9 Maximum Vacation Carryover/Exception/Payout:

- (a) For those employees who, as of December 31, 2006, have an accumulated leave balance of less than two hundred forty (240) hours, the maximum number of vacation leave hours which may be carried over from December 31st of one year to January 1st of the next year is two hundred forty (240) hours. There cannot be accrued vacation leave in excess of two hundred forty (240) hours carried over except as subject to the provisions of subsections (d) and (e) below. If the Employer determines that neither (d) and/or (e) below will be granted, then the excess leave shall be forfeited.
- (b) For those employees who have an accumulation of vacation leave in excess of two hundred forty (240) hours as of January 1, 2007, the following approach shall be implemented:
 - (1) First, the employee must use their normal vacation leave accruals in the year;
 - (2) Second, the employee must use an additional forty (40) hours of accrued vacation leave;
 - (3) If subsections (1) and (2) above are met, then the City will buy down up to forty (40) additional hours from the employee's vacation leave bank;
 - (4) If subsection (1) above is met and subsection (2) above is not met, then the City will only buy down the vacation leave balance in an amount equal to the additional hours taken in subsection (2) above up to forty (40) hours;
 - (5) Any vacation balance not taken or brought down as outlined in

subsections (1), (2) and (4) cannot be carried over except as noted in subsection (c), (d) and (e) below. For example, an employee must use all of their vacation leave accrued in any one (1) year and in addition use an additional forty (40) hours. Assuming the employee uses all of their yearly accrued leave and uses an additional forty (40) hours of leave, the City will buy down an additional forty (40) hours. If, however, the employee uses all of their yearly accrued leave and only uses thirty (30) hours, then the City will only buy down an additional thirty (30) hours. In this second case, a total of twenty (20) hours would not be carried over to the next year.

- (6) The buy down provision outlined in subsection (3) above will be added to the final paycheck of the year.
- (7) The Employer's determinations regarding the above provisions shall be final and binding on the parties.

NOTE: The parties understand and agree that everyone, including the Chief, Assistant Chief, Sergeant and police officers, will need to work shifts and work together to bring help bring down the vacation accruals to the two hundred forty (240) hour maximum over the course of the next several years.

- (c) In addition, the parties have acknowledged that there are a few employees who have accumulated so much vacation leave that the provisions of section (b) above will not be sufficient to bring their vacation leave balance below two hundred forty (240) hours during the term of this agreement. Therefore, the provisions of section (b) above will continue for those employees through the successive years until they reach the two hundred forty (240) hour carryover limit. In the case of these few employees who have significant accumulations, if at the end of 2009 they still have a few hours (not more than fifteen (15) hours), then the above use-and-buy down provisions in (b) above will continue for 2010.
- (d) Vacation leave over the maximum accumulation cannot be carried over unless the department head, with the concurrence of the City Administrator, has acknowledged in writing that the employee could not be released to take the requested vacation leave and only if the Employer determines that the provisions of subsection (e) below will be applied.
- (e) If the department head, with concurrence of the City Administrator, determines that it is in the best interest of the Employer and its operations to provide compensation for the additional accrual of vacation leave above two-hundred and forty (240) hours, the Employer may, on a case-by-case basis, determine whether to authorize the additional vacation carryover

balance or provide compensation in lieu of forfeiture or neither, in the sole discretion of the Employer. This allowance, if approved by the Employer, is limited to forty (40) hours and the balance beyond the forty (40) hours shall be forfeited. The exercise of this determination is on a case-by-case basis and shall not be used as any type of precedent with regard to the allowance of compensation or additional time off carryover for vacation leave in excess of two hundred forty (240) hours.

15.10 Vacation Buy Back Program: The Employer would implement a vacation buy back program where the employee could sell back to the city a maximum of forty (40) hours of their accrued vacation for any hours over two hundred forty (240) hours. The decision to exercise this option the Employee shall request the vacation buy back prior to December 1st of the year in which the Employee is requesting. The Employer will pay the Employee their vacation pay out on the December 10th check.

ARTICLE XVI - SICK LEAVE AND SHARED SICK LEAVE POOL

16.1 Earned: Sick leave is earned by an employee at the rate of eight (8) hours for each month of completed service. Employees earn eight (8) hours of sick leave on their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of the month. Terminating employees do not receive sick leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Part time employees earn sick leave prorated to their time worked.

16.2 Eligibility: An employee must have completed their probationary period as defined in this CBA before they become eligible for sick leave. At the end of the applicable probationary period, they will have earned eight (8) hours of sick leave per month of probationary status.

16.3 Accumulation Cap: Sick leave is accumulated to a total of nine hundred and sixty (960) hours, after which time, if not taken, lapse month by month; which means at no time can an employee have more than nine hundred and sixty (960) hours of sick leave due.

16.4 Usage: Sick leave may be taken for any of the following reasons:

- (a) Illness or injury which incapacitates the employee to the extent they are unable to perform their work;
- (b) Health care provider appointment(s) for the employee or immediate family only;

(c) Emergency illness in the employee's immediate family.

16.5 Accrual Usage: Employees may only use the actual number of sick leave hours/days accumulated. Sick leave accrues on a bi-monthly basis. Sick leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls and excesses.

16.6 Sick Leave While on Annual Leave: Sick leave can be claimed for employees on annual leave. Proof of illness shall be documented by the attending physician or health care provider.

16.7 Cash Out Upon Employee's Retirement or Death: In the event of retirement of an employee, the employee shall receive payment of forty percent (40%) of accumulated sick leave not to exceed 240 hours. In the event of death of an employee, the employee shall receive payment of 100% of accumulated sick leave not to exceed 240 hours.

16.8 Sick Leave Notification: In order to qualify for time spent on sick leave, an employee shall, unless physically unable to do so, notify their immediate supervisor of the leave as soon as possible. The immediate supervisor shall be notified of scheduled appointments in advance.

16.9 Sick Leave Charged: Sick leave is charged in units of half($\frac{1}{2}$) hours. Amounts greater than half($\frac{1}{2}$) an hour shall be charged as a full hour. Only working days are charged and at the rate of one (1) regular work day of sick leave for each day of absence. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

16.10 Sick Leave Exchanged: At the employee's option, annual leave may be used as sick leave.

16.11 L&I Claim: An employee receiving industrial insurance time loss payments due to an on-the-job injury may use annual leave during the period covered, or the Employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay upon submitting evidence of amount of industrial insurance payment received.

16.12 Health Care Provider's Report: At the Employer's discretion, a health care provider's report for sick leave may be required for incidents of sick leave lasting longer than three (3) consecutive days.

16.13 Accumulation Notification: Employees shall be notified of their accrued sick leave balance on a regular basis.

16.14 Usage Incentive: An employee who accrues and maintains the total allowable sick leave entitlement (nine hundred sixty (960) hours) shall be given a Twenty Five and 00/100 Dollar (\$25.00) monthly salary increase for as long as the total entitlement is maintained.

16.15 Final Average Salary: When applicable upon retirement of an employee, the Employer shall make available to the Public Employees Retirement System (PERS) the unused sick leave days computed into hours, to add to the gross amount of salary used in determining "final average salary." (PERS I only)

16.16 Family & Medical Leave Act: The parties are subject to compliance with the Family & Medical Leave Act (FMLA).

16.17 Maternity/Paternity: In accordance with the FMLA, Maternity/Paternity leave will be considered without sexual discrimination. As a part of Maternity/Paternity leave, the employee may consume any earned leaves.

16.18 Sick & Vacation/Annual Exhausted: In the event a permanent employee has sustained a disability causing all of their accumulated vacation and sick leave credits to be exhausted, other permanent employees of the Employer may voluntarily transfer any amount of their accumulated vacation credit to be used by the disabled employee in lieu of sick leave. An employee may transfer vacation credit at the same ratio as the employee's salary is to the disabled employee's salary. All transfers must be approved in advance by the City Administrator.

ARTICLE XVII - OTHER LEAVES

17.1 Civil Leave: Any employee who is called for jury or other civil duties shall receive from the Employer the difference between their regular pay and the compensation received for jury or other civil duties for the actual time they are required to be absent from work because of such duty. Any such absence shall not be counted as accumulated sick or annual leave.

17.2 Military Leave: A regular employee who is an active member of any organized reserve of the Armed Forces of the United States shall be entitled to and granted a military leave of absence from his/her employment for a period not to exceed twenty one (21) days during each year beginning October 1st and ending September 30th. Such leave shall be granted in order that the employee shall be able to participate in his/her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled to, and shall not involve any loss of

efficiency rating, privileges, benefits or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military orders, if available. During the period of military leave, the employee shall receive from the Employer their regular full pay compensation.

17.3 Bereavement Leave: In the event of a death in the immediate family, an employee may use three (3) days bereavement leave per occurrence from their sick leave balance when a death occurs in the employee's immediate family.

17.4 Leave of Absence for Association Work:

- (a) Elected Association delegates may be given time off without pay to attend Association, state council or international conferences, conventions, or workshops provided it does not affect normal Employer operations.
- (b) Due to the engagement of the Employer's business, the Association Bargaining Team is granted time off with pay for the preparation of negotiations documents and for time spent in the negotiations process.
- (c) Written requests for leave time off may be made to the Employer.
- (d) Notwithstanding a bona fide emergency, such application should be made to the Employer at least fourteen (14) working days in advance of the date the requested leave is to become effective.

17.5 Leave Pay Status: The Employer may grant leaves with or without pay on a case-by-case basis. These leave requests will be evaluated on their individual merits. The granting of such leave time shall be individually unique unto itself and shall not establish a precedent or establish a past practice.

17.6 Required Training/Licensure: Required training/licensure time shall count as time worked and apply towards the forty (40) hour/eight (8) hour overtime threshold and shall be paid at the appropriate rate.

ARTICLE XVIII - TRAINING AND TRAVEL

The Employer will consider a per diem system on condition that the employee is required to provide an agenda for the class as well as proof of continental breakfast offered (yes or no) at their hotel and proof (yes or no) that the class does or does not provide lunch. The employee shall submit all of this proof documentation at least 2 weeks in advance of the class directly to the clerk treasurer for her to have sufficient time to prepare a check. If the employee does not provide all the proof documentation directly to the clerk-treasurer at least 2 weeks prior to the training, then the employee shall use their own credit card and shall submit itemized receipts before being eligible for reimbursement.

18.1 Please see Addendum 18.1.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 **Employee Grievances:** Crucial to the cooperative spirit with which this CBA is made between the Association and Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should any employee feel their rights and privileges under this agreement have been violated, they shall consult with their Association Representative. Discharge of a probationary employee is not subject to the Grievance Procedure.

19.2 **Adherence to Timelines:** Each grievance must be submitted in accordance with the following procedure within the time frame set forth herein below, and if it is not submitted within the applicable time frame, then said grievance shall be considered waived and forever lost. All time limits may be extended by mutual written agreement.

19.3 **Steps /Timelines:**

- (a) **Step I:** The aggrieved employee and their Association Representative shall, within ten (10) working days of the date that the grievance occurred, present the facts in writing to their supervisor, with a copy to the Public Safety Director. Within ten (10) working days thereafter, the supervisor shall submit his/her written answer to the Association Representative and the aggrieved Employee, with a copy to the Public Safety Director.
- (b) **Step II:** Should the aggrieved employee decide that the reply of the supervisor is unsatisfactory; the aggrieved employee shall within ten (10) working days submit the facts of the grievance in writing to the City Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall within ten (10) working days submit his/her written answer to the Association Representative and the aggrieved employee.
- (c) **Step III:** Should the aggrieved employee decide that the reply of the City Administrator is unsatisfactory, the Association Grievance Committee shall within twenty (20) working days submit the facts of the grievance in writing to the Mayor or his designee. Upon receipt of the written facts of the grievance, the parties shall arrange for a meeting between the Association Grievance Committee and the Management Grievance Committee within twenty (20) working days for the negotiation of the issue. The Employer will then issue a decision within twenty (20) working days from the date of the meeting.
- (d) **Step IV:** If the decision is contested, the grievance shall be submitted to

final and binding arbitration within thirty (30) working days following the date of receipt of the decision referenced in Step III hereinabove and in accordance with the following provisions. The Employer and the Association agree that final and binding arbitration shall be before a single arbitrator.

19.4 Association/Employer Grievance: A grievance by the Association against the Employer or by Employer against the Association must be filed in written form to the Employer or to Association's Staff Representative respectively within twenty (20) working days after the parties knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Employer/Association's Staff Representative shall respond in writing to the other party within twenty (20) working days after receipt of the grievance. If no agreement is reached within thirty (30) working days, the grievance shall be referred for arbitration.

19.5 Final and Binding Arbitration: In Step III, failure to timely appeal the grievance shall render final and binding the decision established in Step III hereinabove. The request shall specifically identify the issue(s) related to the grievance as previously established during the original finding of said grievance.

19.6 Arbitrator-Selection: The Employer and the Association will request an arbitrator from the Public Employment Relations Commission (PERC). In the event that either party rejects the PERC assigned arbitrator, then the City and the Association will request PERC to submit a list of eleven (11) names of arbitrators from which the selection will be made. The process of elimination will take place by way of the Employer and the Association having the right to strike two (2) names from the list. The party will strike the first name; the other party shall then strike one; then the parties shall each strike one more name, alternately, until the remaining name shall be the arbitrator.

19.7 Decision -Time Limit: The arbitrator shall hear the matter at the earliest possible date.

19.8 Limitation, Scope and Power of Arbitrator:

- (a) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this CBA.
- (b) The power of the arbitrator shall be limited to interpretation of or application of the terms of this CBA or to determine whether there has been a violation of the terms of this CBA by either the Employer or the Association and/or employee(s).
- (c) The arbitrator shall consider and decide only the question of issue(s) raised at Step II and said arbitrator shall not have the authority to consider

additions, variations, and/or subsequent grievances beyond the grievance submitted at Step II, unless the parties agree in writing to combine the issues of similar grievances into one arbitration.

- (d) The arbitration shall be conducted in accordance with PERC rules and regulations.

19.9 Arbitration Award - Damages - Expense:

- (a) Arbitration awards shall not be made for time prior to the date of this occurrence upon which the grievance is based.
- (b) Each party hereto shall pay the fees and expenses of their own representatives, witnesses and other costs associated with the presentation of their case and half (½) the expense of the arbitrator and half(½) the expense of a court reporter and the transcript. Association president or designee, grievant or witnesses that normally would be working during an arbitration proceeding will be paid at their regular rate of pay by the employer. This will not include overtime. Each party shall be solely responsible for paying for their own attorney fees and expenses.

ARTICLE XX - ASSOCIATION VISITS

20.1 Association Visits: The Employer shall admit to the Employer's property, during working hours, any authorized representative or representatives of the Association for the purpose of ascertaining whether or not this CBA is being observed by the parties hereto and to assist in adjusting grievances. The privilege shall be exercised so no time is lost unnecessarily to the Employer. Such Association representative(s) shall make prior arrangements for such visits with the Employer, or his designated representative, before entering the Employer's premises.

ARTICLE XXI - HEALTH AND WELFARE

21.1 Medical and Hospital Insurance: The Employer provides fully paid medical and hospital insurance for all regular full-time employees and prorated medical and hospital insurance for regular part-time employees commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. Effective beginning January 1, 2018, the Employer shall move the employees to the AWC HDHP (High Deductible Health Plan). There is an open enrollment period, and the benefits of this new plan will be explained to the employees.

The Employer's contribution to dependent medical insurance premiums is limited to ninety percent (90%) for the term of the agreement. The employees shall pay ten percent

(10%) by payroll deduction.

21.2 Dental Insurance: The Employer provides a dental insurance plan for all regular full-time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period.

21.3 Vision Insurance: The Employer provides a vision insurance plan for all regular full time and regular part-time employees and their dependents, commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period.

21.4 Insurance Committee: The City of Goldendale and Goldendale Police Officers Association will establish an insurance committee of two (2) representatives from the City of Goldendale management and two (2) representatives from Goldendale Police Officers Association.

- (a) The purpose of the committee will be to review the insurance programs and benefit packages and to make recommendations to the City and the Association as to changes to the insurance packages, in order to bring about more responsible utilization of benefits. The committee may also compare the present insurance packages to any other insurance that may be available and make recommendation to the City and the Association on possible changes of insurance providers.
- (b) The City agrees to provide the committee and the Association a notice of the equivalent number of days' notice the City receives from its broker and/or carrier regarding changes to existing plans and/or discontinuance of existing plans less the normal communication timeframes (days) from the broker and/or carrier and from the City to the Association and committee. For example, if the broker and/or carrier provide sixty (60) calendar days of notice to the City and the notice takes three (3) calendar days to be received by the City and then the City's notice to the committee and Association takes three (3) calendar days, then the window to discuss any changes or discontinuance of present insurance plans would be approximately fifty-four (54) calendar days subject to the availability of the parties and the setting of meeting(s). The committee and Association are limited to making recommendations only. After the discussions but within the timeframe of the notice issued by the broker and/or carrier, the City reserves the right to make the final and binding decision and to implement the decision.

21.5 Beginning January 1, 2022, the City will contribute the following monthly amounts towards a Health Savings account (HSA):

- (a) For an employee-only plan, the maximum amount the IRS allows.

- (b) For other than an employee-only plan (family), the maximum amount the IRS allows.
- (c) As the contribution limitation increases over the course of the contract, so will the City's contribution as determined by the City. If the contribution limitation decreases over the course of the contract, so will the City's contribution as determined by the City.
- (d) Any front-loading requests will be considered solely by the Employer on a case by case basis.

21.6 ACA/Cadillac Tax Protection: If the Employer determines, through consultation with its insurance provider, that there are any Cadillac Tax consequences as a result of insurance plans, premiums and any other benefits that count towards the Cadillac Tax thresholds when going from one year to the next insurance year and any successive years, the Employer has the right to make the necessary changes to insurance plans, coverages, premiums and benefits to avoid any Cadillac Tax consequences going from one year to the next. Notification by the Employer will be provided to the Association and a sixty (60) calendar day window will be provided, if such timeframe is available to the Employer, to bargain about only the effects, not the decision. If no agreement is reached within the sixty (60) calendar day window, the Employer's last position during the sixty (60) calendar day window will be implemented by the Employer.

21.7 Life Flight group rate paid for by the City: The City will pay the yearly premium for the term of this CBA.

ARTICLE XXII-WAGES

22.1 Hourly Rate: The employees' regular hourly rate of pay shall be calculated by dividing the monthly rate of pay by 173.33.

22.2 For 2025: Beginning in the payroll period following signature by the last signing party of the Christie Agreement forward (after August 20, 2025), the Employer agrees to a six percent (6%) increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the grievance procedures.

Effective January 1, 2026, the Employer agrees to a five percent (5%) increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the grievance procedures.

Effective January 1, 2027, the Employer agrees to a four percent (4%) increase to the wage grid. The calculations shall be determined by the Employer and are not subject to the

grievance procedures.

22.3 Longevity Incentive Increment Pay Schedule: Longevity incentive, annually adjusted on the employee's respective anniversary date, is the Employer's recognition of the skills, knowledge and experience that the employees bring to their positions. Longevity is earned by regular full-time employees and regular part-time employees. Longevity shall be adjusted by the employee's anniversary date; if they are placed on the Employer's payroll on or before the 15th of the month, the employee's anniversary date for longevity shall begin the first day of that month. If an employee is placed on the Employer's payroll on or after the 16th of the month, the employee's anniversary date for longevity shall begin the 16th of the month.

22.4 Longevity pay shall be paid as follows:

- (a) Monthly Payment: To each eligible employee, to be paid each month with their monthly pay.
- (b) Longevity pay will be prorated as follows: Twenty (20) hour work week earns half(½) of the employee's respective longevity incentive.

22.5 Longevity incentive pay changes its accrual rate on the Employee's respective anniversary date. Effective beginning January 1, 2022 the following is applicable:

| Completed Years of Service | Monthly Longevity Increment Pay | Hourly Longevity Increment Pay |
|----------------------------|---------------------------------|--------------------------------|
| 8 | \$30.00 | .17 |
| 9 | \$60.00 | .35 |
| 10 | \$80.00 | .46 |
| 11 | \$100.00 | .58 |
| 12 | \$125.00 | .72 |
| 13 | \$150.00 | .87 |
| 14 | \$175.00 | 1.01 |
| 15 | \$200.00 | 1.15 |
| 16 | \$225.00 | 1.30 |
| 17 | \$255.00 | 1.47 |

| | | |
|----|----------|------|
| 18 | \$285.00 | 1.64 |
| 19 | \$315.00 | 1.82 |
| 20 | \$345.00 | 1.99 |
| 21 | \$375.00 | 2.16 |
| 22 | \$405.00 | 2.34 |
| 23 | \$435.00 | 2.51 |
| 25 | \$500.00 | 2.89 |

22.6 Paydays: Shall be on or before the 10th and 25th of each calendar month. Provisions for an earlier payday for an employee on vacation, leave, etc., shall be made at the Employer's discretion.

22.7 Wage Grid: Attached as Addendum 22.7 are the wage grids for 2022, 2023 and 2024, which shall be determined and prepared by the Employer based on formulas set forth in section 22.2 Wages, above. The wage grid applies to all regular full-time employees and prorated for all regular part-time employees.

ARTICLE XXIII - JOB POSTING, TRANSFER AND PROMOTIONS

23.1 Right of First Refusal: Current employees holding bargaining unit positions will be given right of first refusal for filling job vacancy through transfer or promotions. If current employees are not qualified to assume the duties, the Employer may recruit from outside the current work force.

23.2 Vacancies Filled: The Employer's decision to fill a vacancy by transfer or promotion of a current employee will be made on the basis of the provisions contained in Article IX, Section 9.1 - Seniority, in this CBA.

23.3 In House Posting: Announcements of position vacancies will be posted in all departments for five (5) working days prior to the announcement of the position to the public.

23.4 Nature and Type of Examinations: An examination for a position may be written, verbal, a measure of physical fitness, or any performance test, or any combination thereof. Examinations shall consist of material that tests fairly and equally the capacity and fitness of an applicant to perform effectively the duties of the position for which the examination is given. The necessity for an examination and the type thereof shall be determined by the department head with the advice of the Employer. In cases where a physical examination is deemed advisable for the position, the Employer shall pay the cost.

23.5 Notification: AU applicants for employment shall be notified in writing if they may be affected by any action at the time of the following:

- (a) Receipt of application; or
- (b) Disqualification for cause; and/or
- (c) The filling of the position applied for.

23.6 New Job Rates and Wages: The Employer has the right to establish new job classifications. Under RCW 41.56, rates of pay for new job classifications are negotiable. New job classifications are considered vacancies.

ARTICLE XXIV - ENTIRE CBA

24.1 Entire CBA: This CBA constitutes the complete and entire CBA by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this CBA shall be binding on the parties except this provision does not preclude parties from presenting evidence regarding the parties' intentions for language provision and/or changes to language.

ARTICLE XXV – SEPARABILITY

25.1 Separability:

- (a) In accordance with the Rules and Regulations of the Washington State Public Employment Relations Commission, under RCW 41.56, this CBA supersedes all conflicting City ordinances, rules and policies and all conflicting RCWs.
- (b) If any provision of this CBA or its supplements shall be held invalid due to federal or state statutes, the remainder of this CBA shall not be affected, and the parties agree to meet and negotiate the affected sections.

ARTICLE XXVI - SAVINGS CLAUSE

26.1 Savings Clause: Should any provision of this CBA be found to be in violation of any federal, state or local law, all other provisions of this shall remain in full force and effect for the duration of this CBA.

ARTICLE XXVII - TERM OF AGREEMENT

27.1 Term of Agreement: This Agreement shall become effective starting in payroll

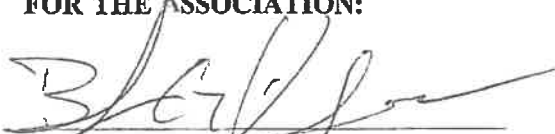
period following signatures of Christie Agreement by last signing party forward in 2025, and shall remain in effect until December 31, 2027.

27.2 Successor CBA: The parties agree that negotiations for a successor CBA will attempt to begin in August of any given last year of any current CBA.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below, herein on the ____ day of December, 2025

FOR THE ASSOCIATION:



President, City of Goldendale
Police Officers
Association

FOR THE EMPLOYER:

Mayor Dave Jones
City of Goldendale

Represented by:



Jared Paulsen
FOP Attorney

Sandy Wells
City Administrator

Represented by:

Anthony Menke
Management Attorney

ADDENDUM 11.3
VERBAL REPRIMAND

1. Tardiness or absence from work without just cause.
2. Abuse of sick leave.
3. Unauthorized use of equipment.
4. Recklessness.
5. Neglect of Duty.
6. Incompetence.
7. Insubordination.
8. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted.
9. Failure to report to work after cancellation of leave of absence.
10. Excessive abuse of rest periods after warning by supervisor.
11. Any other just causes as set forth in Civil Services Rules, arbitration cases and/or statutes.

Notes:

Signature of Supervisor and Date

Signature of Employee and Date

The employee, by signing this document, is not admitting guilt, only that the employee has seen and received it.

This Verbal Reprimand shall be removed from Supervisor's file no later than one (1) year from date above.

ADDENDUM 18.1
TRAINING AND TRAVEL

A. GENERAL PROVISIONS:

1. Needs of the City or Department: The need for travel is based on the requirements of a specific job or Department. While the convenience of the employee shall be considered, the City or Department needs shall be the more important factor. Any travel outside Washington or Oregon must be pre-approved by the Mayor, or his/her designee.
2. Cost Reimbursement Basis: Travel expenses to out-of-City locations shall be provided on a reasonable and prudent basis as approved by the Department Head or designee.
3. Sharing of Costs: Employees attending the same function should share transportation whenever possible. If not feasible due to different departure times or dates, the most cost-effective method is to be used. If employees incur extra expenses for their own convenience, they will be required to pay for the additional costs.
4. Travel To and From Home: Travel to and from one's home to their regularly assigned work site is not a reimbursable travel expense.
5. Travel Funded by Another Agency: When an organization other than the City of Goldendale agrees to pay out-of-area travel expenses for City employees, reimbursement will be according to that organization's travel policies.
6. Authorization for Travel: Employees requesting authorization for travel will submit requests to their Department Head. Without approval by the Mayor, or his/her designee, no unauthorized travel companions are allowed in City vehicles.

B. TRAVEL EXPENSES:

1. Advance Travel Funds: Advance travel funds must be approved by the Clerk Treasurer prior to the issuance of an Advance Travel Check for the specific amount. The advance funds request must be documented as to exact need and cost and approved by the Department Head prior to presentation to the Clerk Treasurer. All of the above mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (1) week prior to scheduled travel
2. Mileage Reimbursement Rate: Whenever possible, a city vehicle should be used for travel for authorized City business. The Internal Revenue Service rate for mileage is used when City of Goldendale representatives or employees use their personal vehicles for authorized City business. The purpose of such reimbursement is to cover costs of gas, oil, maintenance, and insurance. Mileage is calculated at the IRS approved rate.
3. Insurance Requirements: State law requires that owners of motorized vehicles carry an established amount of liability insurance. Employees who fail to do so while using their personal vehicle for City business may have travel expenses related to the use of their personal vehicle denied.
4. Receipts for Public Transportation: When using public transportation, receipts are required for reimbursement. Public transportation includes, but may not be limited to, airline, railroad, bus, taxi and airport limousine service. Hotel transportation should be used whenever possible.
5. Airline Travel: When airline travel is required, the most economical ticket is to be purchased. It is acknowledged that airfares are frequently lower if a schedule is established to the convenience of the airline. Such schedules may result in an employee staying longer at the destination than the business trip requires. If savings can be substantiated as a result, meal and lodging expenses may be approved by the Department Head.
6. Parking: Receipts for parking must be included with requests for reimbursement, when available.
7. Use of City Vehicles: Employees attending training, etc., outside the City of Goldendale will make every attempt to utilize City vehicles. When utilizing City vehicles, all receipts for expenses (i.e., gas, oil, etc.) will be required for reimbursement.

C. **MEAL EXPENSES:**

1. Meals will be reimbursed by presenting receipts and a completed Travel Expense Voucher to the Mayor, or his/her designee, within ten (10) days of return. Meals may be charged on the room bill; however, meal receipts should be submitted with the hotel bill.
2. Unless otherwise approved by the Department Head, maximum meal rates for twenty-four (24) hours or greater should not exceed the per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management. If traveling less than a twenty-four (24) hour period the per meal subsistence guidelines attached hereto (and as the same shall be updated) should be used. Reimbursement may be made for meals in excess of the above limits when the meal is part of an official business function, *i.e.*, conference banquets. Exceeding the above limits requires a written explanation to the City Administrator in order to be considered for reimbursement.
3. The reasonable cost of meals during or in conjunction with meetings directly related to City business held either in Goldendale or at another location is allowed.
4. Receipts are required for reimbursement.

D. **LODGING EXPENSES:**

1. Lodging in out-of-area locations will be reimbursed at cost. As a general rule, reasonable lodging should be sought (See the Washington State Travel Rates prepared by the Office of Financial Management). In a case where the City has a contract vendor in the area, then the employee must use the vendor. Lodging should be obtained at commercial or government rates whenever possible. Receipts for lodging must be turned in at the time of the request for reimbursement. A purchase order may also be used and the City will be billed directly. The per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management should be used as a guideline. Exceeding the above limits requires a written explanation to the Clerk Treasurer in order to be reimbursed.

E. **REGISTRATION AND CONFERENCE FEES**: Required registration and conference fees may be handled in one of three ways:

1. Where time allows, the City pays the fee directly to the conference sponsor prior to the event;
2. A purchase order may be written to the conference sponsor and the City will be billed directly for the registration fee; or,
3. The employee personally pays the fee and is reimbursed as part of the reimbursement request. A copy of the employees canceled personal check or a receipt and a copy of the registration form must be submitted for reimbursement.

F. **ALLOWABLE MISCELLANEOUS EXPENSES**: Other allowable expenses may include but are not limited to car rentals; rental of rooms to conduct official business; charges for photocopying or other clerical requirements; business telephone calls; personal phone calls incidental to City business (*i.e.*, a call to let family know you arrived safely or will be late returning and the like, not to exceed five dollars (\$5.00) per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate expenditure or procedure, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the Mayor or his/her designee, and/or the City Council has the authority to accept or reject claims for reimbursement.

G. **UN-REIMBURSABLE EXPENSES**: Certain travel expenses are considered as personal and are not essential to the transaction of official agency business and are not reimbursable. Such unallowable expenses include but are not limited to laundry or valet service; entertainment expenses including the cost of alcoholic beverages; tobacco products; radio, television, movie rental; cost of transportation to and from places of entertainment; cost of personal trip insurance; lengthy personal use charges; cost of room service; cost of personal reading materials; barber or beauty parlor expenses; personal toilet articles; postage; medical or hospital expenses; theft, loss or damage to personal property; expenses for spouse, family or other persons not authorized to receive reimbursement; and the like.

ADDENDUM 22.7
2025, 2026, 2027 WAGE GRIDS

Salary Schedule
2025 Wage,Grid:*

***Effective starting in payroll period following signatures of Christie Agreement by Last Signing Party forward (September 10, 2025).**

Law Enforcement Positions: September 10, 2025 – December 25, 2025, Checks.

6%

| Position | Step A | Step B | Step C | Step D | Step E | Step F | Step F | Step H | Step I |
|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 6 mo. | 6 mo. | 1 year | 1 year | 1year | 1 year | 1 year | 1 year | + |
| Sergeant | 6430.15 | 6590.90 | 6755.68 | 6532.61 | 7097.68 | 7275.12 | 7456.99 | 7643.43 | 7834.51 |
| Lateral | | | 5970.85 | 6120.12 | 6273.12 | 6429.95 | 6590.70 | 6755.46 | 6924.35 |
| Entry Off | 5682.83 | 5824.92 | | | | | | | |

Salary Schedule
2026 Wage Grid
5%

| Position | Step A | Step B | Step C | Step D | Step E | Step F | Step F | Step H | Step I |
|-----------|---------|---------|---------|---------|---------|---------|----------|---------|---------|
| | 6 mo. | 6 mo. | 1 year | 1 year | 1year | 1year | 1 year | 1 year | + |
| Sergeant | 6751.66 | 6920.45 | 7093.46 | 6859.24 | 7452.56 | 7638.88 | 7829.84 | 8025.60 | 8226.24 |
| Lateral | | | 6269.39 | 6426.13 | 6586.78 | 6751.45 | 6920.024 | 7093.23 | 7270.57 |
| Entry Off | 5966.97 | 6116.17 | | | | | | | |

Salary Schedule
2027 Wage Grid
4%

| Position | Step A | Step B | Step C | Step D | Step E | Step F | Step F | Step H | Step I |
|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 6 mo. | 6 mo. | 1 year | 1 year | 1year | 1year | 1 year | 1 year | + |
| Sergeant | 7021.72 | 7197.26 | 7377.20 | 7133.61 | 7750.67 | 7944.43 | 8143.03 | 8346.63 | 8555.28 |
| Lateral | | | 6520.17 | 6683.17 | 6850.25 | 7021.51 | 7197.04 | 7376.96 | 7561.39 |
| Entry Off | 6205.65 | 6360.81 | | | | | | | |

AGENDA BILL: I1

AGENDA TITLE: Resolution No 751 – Tourism Funding

DATE: February 17, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____
RESOLUTION X OTHER _____
MOTION X

EXPLANATION:

The Event Committee has met to review the applicants for the award of Tourism dollars. The applications totaled \$121,750.00. The committee gave a recommendation to the council on February 2nd, 2026 for approval. The recommendation of the committee was to fund requests in the amount of \$100,900.00.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION 751 AUTHORIZING THE FUNDING FOR TOURISM EVENTS FOR 2026 IN THE AMOUNT OF \$100,900.00

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 751

A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS IN 2026 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION CHAPTER 3.22

WHEREAS, on November 5, 2025, the City of Goldendale mailed and advertised a call of proposals requesting funding for events and festivals with lodging tax revenue, and

WHEREAS, the suggested budget for funding of the events and festivals from this application process was \$100,000.00, and

WHEREAS, by December 1, 2025, ten (10) applications for funding were received totaling \$121,750.00, and

WHEREAS, on February 2, 2026, the Event Committee met to make a recommendation to the City Council and to fund the requests in the amount of \$100,900.00 in accordance with the spread sheet attached as Exhibit A, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON AS FOLLOWS:

The City Council of the City of Goldendale approves the recommendation of the Event Committee, in accordance with Exhibit A attached to this resolution, for funding events and festivals for the City of Goldendale and further that staff be directed to prepare agreements, substantially in form attached hereto, as Exhibit B, and the Mayor to execute the same with each of the event organizers.

APPROVED BY THE GOLDENDALE CITY COUNCIL THIS 17th DAY OF FEBRUARY 2026.

David Jones, Mayor

ATTEST:

Shelly Enderby, Clerk-Treasurer

| Applicant Name | Event Name | 2024 Requested | 2024 Recommendation | 2025 Request | 2025 Recommendation | 2026 Request | 2026 Recommendation |
|--|--|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|
| *Brighter Goldendale Christmas Committee | Candy Cane Lane Parade | \$ 15,000.00 | \$ 7,000.00 | \$ 20,600.00 | \$ 18,000.00 | \$ 20,000.00 | \$ 17,500.00 |
| Greater Area Chamber of Commerce | Marketing, Event Promotion, Operations "Chamber" | \$ 33,000.00 | \$ 27,000.00 | \$ 34,916.00 | \$ 22,000.00 | \$ 40,000.00 | \$ 50,000.00 |
| Greater Area Chamber of Commerce | Hwy 97 Sign | | | | | \$ 20,000.00 | \$ 0.00 |
| Goldendale Pride | Goldendale Pride Event | \$ 3,000.00 | \$ 1,250.00 | \$ 3,000.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 2,400.00 |
| Goldendale Kiwanis | Kids Golf Tournament | \$ 1,800.00 | \$ 1,000.00 | 0 | | \$ 1,750.00 | \$ 1,400.00 |
| Mayor, Dave Jones | Community Days "City" | | | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 12,000.00 |
| Abate of Washington | 4th of July Demolition Derby | | | | | | |
| | Fireworks Show Abate | \$ 15,000.00 | \$ 7,000.00 | \$ 10,000.00 | \$ 4,000.00 | \$ 7,000.00 | \$ 5,600.00 |
| | Creative Dist. Steering Com | | | | | \$ 5,000.00 | \$ 4,000.00 |
| | Bridge & Bloom Collaborative | | | | | \$ 5,000.00 | \$ 4,000.00 |
| | Old Hwy 97 Cruisers | | | | | \$ 5,000.00 | \$ 4,000.00 |
| * Christmas Committee had money left over from last year and asked for those funds to help finish the speaker project in the amount of \$2799.00 | | | | | | | |
| | | \$ 67,800.00 | \$ 43,250.00 | \$ 83,516.00 | \$ 61,000.00 | \$ 121,750.00 | \$ 100,900.00 |

(added \$1500.00 to finish speaker project)

(added \$10,000 to repair Hwy 97 sign)

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE, c/o Po Box 1664, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. ADMINISTRATION

Goldendale’s Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

**BRIGHTER GOLDENDALE
CHRISTMAS COMMITTEE
Federal ID No: 27-0539918**

Date: _____

Address: Po Box 1664
Goldendale, WA 98620

Address: 1103 S. Columbus
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation. “BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s performance of this Agreement. BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall have the right to cancel this agreement, in writing, within 30 days of the request.

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* prior to clarification by Goldendale shall be *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE*'s risk.

8. NONDISCLOSURE

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* further agrees that he will

comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* and GOLDENDALE in the compensation to be paid *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* of responsibility for proper performance of the services.

14. AUDITS

The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall provide reports submitted in the manner directed by GOLDENDALE. The *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

SCOPE OF WORK

Advertise, market, and operate the Candy Cane Lane Parade in December, 2026. (Including, as funding allows the purchase of replacement lighted candy cane fixtures).

\$16,000 designated for Candy Cane Replacement

\$1500 designated for speaker project

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 17,500.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026.

REPORTING AND RECORD KEEPING

BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The BRIGHTER GOLDENDALE CHRISTMAS COMMITTEE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GREATER GOLDENDALE AREA CHAMBER OF COMMERCE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GREATER GOLDENDALE AREA CHAMBER OF COMMERCE, c/o 903 E Broadway, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GREATER GOLDENDALE AREA CHAMBER OF COMMERCE".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by GREATER GOLDENDALE AREA CHAMBER OF COMMERCE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The GREATER GOLDENDALE AREA CHAMBER OF COMMERCE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

General Terms and Conditions
Appendix A - Statement of Work
Appendix B - Schedule of Compensation, Method of Payment,
Reporting and Record Keeping
Appendix C – Post Event/Activity Information Report for Lodging Tax
Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

**GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE
Federal ID No: 91-6053873

Date: _____

Address: 903 E. Broadway
Goldendale, Wa 98620

Address: 1103 S. Columbus
Goldendale, Wa 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation. “GREATER GOLDENDALE AREA CHAMBER OF COMMERCE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. GREATER GOLDENDALE AREA CHAMBER OF COMMERCE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with GREATER GOLDENDALE AREA CHAMBER OF COMMERCE ’s performance of this Agreement. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GREATER GOLDENDALE AREA CHAMBER OF COMMERCE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall have the right to cancel this agreement, in writing, within 30 days of the request.

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* prior to clarification by Goldendale shall be *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE*'s risk.

8. NONDISCLOSURE

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or

nondisclosure with respect thereto. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* and GOLDENDALE in the compensation to be paid *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of

receipt by the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* of responsibility for proper performance of the services.

14. AUDITS

The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall provide reports submitted in the manner directed by GOLDENDALE. The *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

STATEMENT OF WORK

Additional Tourism Dollars for TOURISM MARKETING, VISITOR
INFORMATION CENTER \$30,000
\$20,000 to replace Highway 97 Sign Project

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 50,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

**AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE
GOLDENDALE PRIDE EVENT**

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GOLDENDALE PRIDE EVENT, c/o 5 Legacy Dr, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GOLDENDALE PRIDE EVENT".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by GOLDENDALE PRIDE EVENT under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The GOLDENDALE PRIDE EVENT will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

General Terms and Conditions
Appendix A - Statement of Work
Appendix B - Schedule of Compensation, Method of Payment,
Reporting and Record Keeping
Appendix C – Post Event/Activity Information Report for Lodging Tax
Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

GOLDENDALE PRIDE EVENT

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
Clerk Treasurer

GOLDENDALE PRIDE EVENT

88-1903469
Federal ID No.

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: 5 Legacy Dr
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“GOLDENDALE PRIDE EVENT” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GOLDENDALE PRIDE EVENT for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement GOLDENDALE PRIDE EVENT shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the GOLDENDALE PRIDE EVENT’s activities will be at its own risk.

4. PROFESSIONAL CONDUCT

GOLDENDALE PRIDE EVENT agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. GOLDENDALE PRIDE EVENT is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of GOLDENDALE PRIDE EVENT’s services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

GOLDENDALE PRIDE EVENT shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including GOLDENDALE PRIDE EVENT’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with GOLDENDALE PRIDE EVENT’s performance of this Agreement. GOLDENDALE PRIDE EVENT’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of GOLDENDALE PRIDE EVENT (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of GOLDENDALE PRIDE EVENT, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

the *GOLDENDALE PRIDE EVENT* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GOLDENDALE PRIDE EVENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

The *GOLDENDALE PRIDE EVENT* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, GOLDENDALE PRIDE EVENT shall have the right to cancel this agreement, in writing, within 30 days of the request.

GOLDENDALE PRIDE EVENT shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *GOLDENDALE PRIDE EVENT* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *GOLDENDALE PRIDE EVENT* prior to clarification by Goldendale shall be *GOLDENDALE PRIDE EVENT's* risk.

8. NONDISCLOSURE

GOLDENDALE PRIDE EVENT agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GOLDENDALE PRIDE EVENT* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GOLDENDALE PRIDE EVENT* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *GOLDENDALE PRIDE EVENT* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *GOLDENDALE PRIDE EVENT* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this

Agreement.

9. SUBCONTRACTS

Any contract entered into by *GOLDENDALE PRIDE EVENT* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *GOLDENDALE PRIDE EVENT* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

GOLDENDALE PRIDE EVENT shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GOLDENDALE PRIDE EVENT* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *GOLDENDALE PRIDE EVENT*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *GOLDENDALE PRIDE EVENT* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *GOLDENDALE PRIDE EVENT* and GOLDENDALE in the compensation to be paid *GOLDENDALE PRIDE EVENT* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *GOLDENDALE PRIDE EVENT* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *GOLDENDALE PRIDE EVENT* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *GOLDENDALE PRIDE EVENT* of responsibility for proper

performance of the services.

14. AUDITS

The *GOLDENDALE PRIDE EVENT* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The GOLDENDALE PRIDE EVENT shall provide reports submitted in the manner directed by GOLDENDALE. The GOLDENDALE PRIDE EVENT shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the GOLDENDALE PRIDE EVENT in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A
SCOPE OF WORK

Host an event to bring the community together.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 2,400.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE PRIDE EVENT in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

GOLDENDALE PRIDE EVENT shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The GOLDENDALE PRIDE EVENT shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE KIWANIS CLUB

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GOLDENDALE KIWANIS CLUB, c/o PO Box 993, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GOLDENDALE KIWANIS CLUB".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by GOLDENDALE KIWANIS CLUB under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The GOLDENDALE KIWANIS CLUB will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

GOLDENDALE KIWANIS CLUB

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
Federal ID No:
City Clerk

GOLDENDALE KIWANIS CLUB

_____ 91-11080163

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: PO Box 993
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.

“*GOLDENDALE KIWANIS CLUB*” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *GOLDENDALE KIWANIS CLUB* for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement *GOLDENDALE KIWANIS CLUB* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the *GOLDENDALE KIWANIS CLUB*'s activities will be at its own risk.

4. PROFESSIONAL CONDUCT

GOLDENDALE KIWANIS CLUB agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *GOLDENDALE KIWANIS CLUB* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *GOLDENDALE KIWANIS CLUB*'s services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

GOLDENDALE KIWANIS CLUB shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *GOLDENDALE KIWANIS CLUB*'s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *GOLDENDALE KIWANIS CLUB*'s performance of this Agreement. *GOLDENDALE KIWANIS CLUB*'s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *GOLDENDALE KIWANIS CLUB* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *GOLDENDALE KIWANIS CLUB*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

the *GOLDENDALE KIWANIS CLUB* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. GOLDENDALE KIWANIS CLUB ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

The *GOLDENDALE KIWANIS CLUB* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming *GOLDENDALE* as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, *GOLDENDALE KIWANIS CLUB* shall have the right to cancel this agreement, in writing, within 30 days of the request.

GOLDENDALE KIWANIS CLUB shall deliver to *GOLDENDALE*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by *GOLDENDALE* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to *GOLDENDALE* prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *GOLDENDALE KIWANIS CLUB* to *GOLDENDALE* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *GOLDENDALE KIWANIS CLUB* prior to clarification by *Goldendale* shall be *GOLDENDALE KIWANIS CLUB's* risk.

8. NONDISCLOSURE

GOLDENDALE KIWANIS CLUB agrees that it will not divulge to third parties, without the written consent of *GOLDENDALE*, any information which relates to *GOLDENDALE* obtained from or through *GOLDENDALE* in connection with the performance of this Agreement unless: (i) the information is known to *GOLDENDALE KIWANIS CLUB* prior to obtaining the same from *GOLDENDALE*; (ii) the information is obtained by *GOLDENDALE KIWANIS CLUB* from a third party who did not receive the same, directly or indirectly, from *GOLDENDALE* and who has no obligation or nondisclosure with respect thereto. *GOLDENDALE KIWANIS CLUB* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by *GOLDENDALE*.

If so requested by *GOLDENDALE*, *GOLDENDALE KIWANIS CLUB* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this

Agreement.

9. SUBCONTRACTS

Any contract entered into by *GOLDENDALE KIWANIS CLUB* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of *GOLDENDALE* shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *GOLDENDALE KIWANIS CLUB* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

GOLDENDALE KIWANIS CLUB shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *GOLDENDALE KIWANIS CLUB* shall hold *GOLDENDALE* harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for *GOLDENDALE'S* convenience or for the default of *GOLDENDALE KIWANIS CLUB*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *GOLDENDALE KIWANIS CLUB* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by *GOLDENDALE*, become the property of and be delivered to *GOLDENDALE*.

(b) If the termination is for the convenience of *GOLDENDALE*, an Agreement price shall be made by Agreement between *GOLDENDALE KIWANIS CLUB* and *GOLDENDALE* in the compensation to be paid *GOLDENDALE KIWANIS CLUB* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *GOLDENDALE KIWANIS CLUB* had not so failed, the termination shall be deemed to have been affected for the convenience of *GOLDENDALE*. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of *GOLDENDALE* provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *GOLDENDALE KIWANIS CLUB* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by *GOLDENDALE*. This periodic review shall not relieve the *GOLDENDALE KIWANIS CLUB* of responsibility for proper

performance of the services.

14. AUDITS

The *GOLDENDALE KIWANIS CLUB* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The GOLDENDALE KIWANIS CLUB shall provide reports submitted in the manner directed by GOLDENDALE. The GOLDENDALE KIWANIS CLUB shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the GOLDENDALE KIWANIS CLUB in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

SCOPE OF WORK

Duck Derby at Ekone park and the little Klickitat River
June 6, 2026.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 1400.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the GOLDENDALE KIWANIS CLUB in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

GOLDENDALE KIWANIS CLUB shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The GOLDENDALE KIWANIS CLUB shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE CITY OF GOLDENDALE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and CITY OF GOLDENDALE, c/o 1103 S Columbus, Goldendale, WA 98620, hereinafter referred to as the "City of Goldendale"

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by The City of Goldendale under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The City of Goldendale will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. **DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. **ADMINISTRATION**

Goldendale’s Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. **BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

THE CITY OF GOLDENDALE

By: _____
Title: Mayor

By: _____
Title: Mayor

ATTEST:

By: _____
City Clerk

City of Goldendale
Federal ID No: 91-6001249

Date: _____

Address: 1103 S Columbus
Goldendale, Wa 98620

Address: 1103 S. Columbus
Goldendale, Wa 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“CITY OF GOLDENDALE” shall mean the person, firm, partnership, or corporation that has
executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of
CITY OF GOLDENDALE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement CITY OF GOLDENDALE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the CITY OF GOLDENDALE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

CITY OF GOLDENDALE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. CITY OF GOLDENDALE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of CITY OF GOLDENDALE services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

CITY OF GOLDENDALE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including *CITY OF GOLDENDALE* ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with CITY OF GOLDENDALE ’s performance of this Agreement. *CITY OF GOLDENDALE* ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *CITY OF GOLDENDALE* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *CITY OF GOLDENDALE* , the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *CITY OF GOLDENDALE* under work’s compensation acts, disability benefit acts, or other

employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CITY OF GOLDENDALE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *CITY OF GOLDENDALE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, CITY OF GOLDENDALE shall have the right to cancel this agreement, in writing, within 30 days of the request.

CITY OF GOLDENDALE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *CITY OF GOLDENDALE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *THE CITY OF GOLDENDALE* prior to clarification by Goldendale shall be *CITY OF GOLDENDALE*'s risk.

8. NONDISCLOSURE

CITY OF GOLDENDALE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *CITY OF GOLDENDALE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *CITY OF GOLDENDALE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *CITY OF GOLDENDALE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *THE CITY OF GOLDENDALE* Further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *CITY OF GOLDENDALE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *CITY OF GOLDENDALE* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

CITY OF GOLDENDALE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *CITY OF GOLDENDALE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *CITY OF GOLDENDALE* . Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *CITY OF GOLDENDALE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *CITY OF GOLDENDALE* and GOLDENDALE in the compensation to be paid *CITY OF GOLDENDALE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *CITY OF GOLDENDALE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *CITY OF GOLDENDALE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *CITY OF GOLDENDALE* of responsibility for proper performance of the services.

14. AUDITS

The *CITY OF GOLDENDALE* shall, during the life of this contract and for a period of three (3) years

following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The CITY OF GOLDENDALE shall provide reports submitted in the manner directed by GOLDENDALE. The CITY OF GOLDENDALE shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the CITY OF GOLDENDALE in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

STATEMENT OF WORK

Tourism Dollars for Community Days 2026

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 12,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the CITY OF GOLDENDALE in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026.

REPORTING AND RECORD KEEPING

CITY OF GOLDENDALE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The CITY OF GOLDENDALE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

**AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE ABATE
OF WASHINGTON**

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and ABATE of Washington, c/o PO Box 357, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "ABATE".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by ABATE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The ABATE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

General Terms and Conditions
Appendix A - Statement of Work
Appendix B - Schedule of Compensation, Method of Payment,
Reporting and Record Keeping
Appendix C – Post Event/Activity Information Report for Lodging Tax
Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

ABATE OF WASHINGTON

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

ABATE Federal ID No:
_____ 91-0984162 _____

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: Po Box 357
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation. “ABATE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of ABATE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement ABATE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the ABATE’s activities will be at its own risk.

4. PROFESSIONAL CONDUCT

ABATE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. ABATE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of ABATE’s services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

ABATE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including ABATE’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with ABATE’s performance of this Agreement. ABATE’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of ABATE (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of ABATE, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ABATE under work’s compensation acts, disability benefit acts, or other employee benefit acts, AND CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER

SUCH ACTS. ABATE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *ABATE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, ABATE shall have the right to cancel this agreement, in writing, within 30 days of the request.

ABATE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *ABATE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *ABATE* prior to clarification by Goldendale shall be *ABATE's* risk.

8. NONDISCLOSURE

ABATE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *ABATE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *ABATE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *ABATE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *ABATE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *ABATE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *ABATE* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ABATE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *ABATE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *ABATE*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *ABATE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *ABATE* and GOLDENDALE in the compensation to be paid *ABATE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *ABATE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *ABATE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *ABATE* of responsibility for proper performance of the services.

14. AUDITS

The *ABATE* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The ABATE shall provide reports submitted in the manner directed by GOLDENDALE. The ABATE shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the ABATE in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

SCOPE OF WORK

4th of July Demolition Derby & Community Days

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 5,600.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the ABATE in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

ABATE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The ABATE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH CREATIVE DISTRICT STEERING COMMITTEE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and CREATIVE DISTRICT STEERING COMMITTEE, 164 Golden Pine, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "CREATIVE DISTRICT STEERING COMMITTEE".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by CREATIVE DISTRICT STEERING COMMITTEE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

CREATIVE DISTRICT STEERING COMMITTEE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. ADMINISTRATION

Goldendale’s Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

CREATIVE DISTRICT STEERING COMMITTEE

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
COMMITTEE

CREATIVE DISTRICT STEERING

City Clerk

Federal ID No:

_____ 602-111-535 _____

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: 164 Golden Pine
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation. “CREATIVE DISTRICT STEERING COMMITTEE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of CREATIVE DISTRICT STEERING COMMITTEE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement CREATIVE DISTRICT STEERING COMMITTEE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of CREATIVE DISTRICT STEERING COMMITTEE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

CREATIVE DISTRICT STEERING COMMITTEE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. CREATIVE DISTRICT STEERING COMMITTEE is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness CREATIVE DISTRICT STEERING COMMITTEE services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

CREATIVE DISTRICT STEERING COMMITTEE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including CREATIVE DISTRICT STEERING COMMITTEE employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with CREATIVE DISTRICT STEERING COMMITTEE performance of this Agreement. CREATIVE DISTRICT STEERING COMMITTEE hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of CREATIVE DISTRICT STEERING COMMITTEE (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole

negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of CREATIVE DISTRICT STEERING COMMITTEE the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CREATIVE DISTRICT STEERING COMMITTEE under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CREATIVE DISTRICT STEERING COMMITTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The CREATIVE DISTRICT STEERING COMMITTEE shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, CREATIVE DISTRICT STEERING COMMITTEE shall have the right to cancel this agreement, in writing, within 30 days of the request.

CREATIVE DISTRICT STEERING COMMITTEE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by CREATIVE DISTRICT STEERING COMMITTEE to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by CREATIVE DISTRICT STEERING COMMITTEE prior to clarification by Goldendale shall be CREATIVE DISTRICT STEERING COMMITTEE risk.

8. NONDISCLOSURE

CREATIVE DISTRICT STEERING COMMITTEE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to CREATIVE DISTRICT STEERING COMMITTEE prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by

CREATIVE DISTRICT STEERING COMMITTEE from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. CREATIVE DISTRICT STEERING COMMITTEE further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, CREATIVE DISTRICT STEERING COMMITTEE further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by CREATIVE DISTRICT STEERING COMMITTEE with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve CREATIVE DISTRICT STEERING COMMITTEE or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

CREATIVE DISTRICT STEERING COMMITTEE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. CREATIVE DISTRICT STEERING COMMITTEE shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of CREATIVE DISTRICT STEERING COMMITTEE. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the CREATIVE DISTRICT STEERING COMMITTEE in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between CREATIVE DISTRICT STEERING COMMITTEE and GOLDENDALE in the compensation to be paid CREATIVE DISTRICT STEERING COMMITTEE under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the CREATIVE DISTRICT STEERING COMMITTEE had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the

cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the **CREATIVE DISTRICT STEERING COMMITTEE** of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the **CREATIVE DISTRICT STEERING COMMITTEE** of responsibility for proper performance of the services.

14. AUDITS

The **CREATIVE DISTRICT STEERING COMMITTEE** shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

CREATIVE DISTRICT STEERING COMMITTEE shall provide reports submitted in the manner directed by GOLDENDALE. **CREATIVE DISTRICT STEERING COMMITTEE** shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the **CREATIVE DISTRICT STEERING COMMITTEE** in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

SCOPE OF WORK

Summer and Fall Events that showcases various types of creative talents.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 4,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the CREATIVE DISTRICT STEERING COMMITTEE in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

CREATIVE DISTRICT STEERING COMMITTEE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

CREATIVE DISTRICT STEERING COMMITTEE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH BRIDGE & BLOOM COLLABORATIVE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and BRIDGE & BLOOM, 427 W Broadway St, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "BRIDGE & BLOOM COLLABORATIVE".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by BRIDGE & BLOOM COLLABORATIVE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

BRIDGE & BLOOM COLLABORATIVE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

**BRIDGE & BLOOM
COLLABORATIVE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

Bridge & Bloom Collaborative
Federal ID No:

_____ 91-11080163

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: 427 W Broadway St
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation. “BRIDGE & BLOOM COLLABORATIVE” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of BRIDGE & BLOOM COLLABORATIVE for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement BRIDGE & BLOOM COLLABORATIVE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of BRIDGE & BLOOM COLLABORATIVE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

BRIDGE & BLOOM COLLABORATIVE agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *BRIDGE & BLOOM COLLABORATIVE* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness *BRIDGE & BLOOM COLLABORATIVE'S* services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

BRIDGE & BLOOM COLLABORATIVE shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *BRIDGE & BLOOM COLLABORATIVE* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *BRIDGE & BLOOM COLLABORATIVE* performance of this Agreement. *BRIDGE & BLOOM COLLABORATIVE* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *BRIDGE & BLOOM COLLABORATIVE* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *BRIDGE & BLOOM COLLABORATIVE* the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for *BRIDGE & BLOOM COLLABORATIVE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. BRIDGE & BLOOM COLLABORATIVE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

6. INSURANCE

The *BRIDGE & BLOOM COLLABORATIVE* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, *BRIDGE & BLOOM COLLABORATIVE* shall have the right to cancel this agreement, in writing, within 30 days of the request.

BRIDGE & BLOOM COLLABORATIVE shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *BRIDGE & BLOOM COLLABORATIVE* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *BRIDGE & BLOOM COLLABORATIVE* prior to clarification by Goldendale shall be *BRIDGE & BLOOM COLLABORATIVE* risk.

8. NONDISCLOSURE

BRIDGE & BLOOM COLLABORATIVE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *BRIDGE & BLOOM COLLABORATIVE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *BRIDGE & BLOOM COLLABORATIVE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *BRIDGE & BLOOM COLLABORATIVE* further agrees that he will comply with all applicable federal and

state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *BRIDGE & BLOOM COLLABORATIVE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *BRIDGE & BLOOM COLLABORATIVE* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *BRIDGE & BLOOM COLLABORATIVE* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

BRIDGE & BLOOM COLLABORATIVE shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *BRIDGE & BLOOM COLLABORATIVE* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *BRIDGE & BLOOM COLLABORATIVE*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *BRIDGE & BLOOM COLLABORATIVE* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *BRIDGE & BLOOM COLLABORATIVE* and GOLDENDALE in the compensation to be paid *BRIDGE & BLOOM COLLABORATIVE* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *BRIDGE & BLOOM COLLABORATIVE* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *BRIDGE & BLOOM COLLABORATIVE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *BRIDGE & BLOOM COLLABORATIVE* of responsibility for proper performance of the services.

14. AUDITS

The *BRIDGE & BLOOM COLLABORATIVE* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

BRIDGE & BLOOM COLLABORATIVE shall provide reports submitted in the manner directed by GOLDENDALE. *BRIDGE & BLOOM COLLABORATIVE* shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *BRIDGE & BLOOM COLLABORATIVE* in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A

SCOPE OF WORK

Klickitat County Harvest Festival 2026

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 4,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the *BRIDGE & BLOOM COLLABORATIVE* in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 30, 2026. This payment will be processed by the City Council at the first Monday council meeting on February 05, 2026).

REPORTING AND RECORD KEEPING

BRIDGE & BLOOM COLLABORATIVE shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

BRIDGE & BLOOM COLLABORATIVE shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDENDALE OLD HWY 97 CRUISERS

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Old HWY 97 Cruisers c/o PO Box 141, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "Old HWY 97 Cruisers".

II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

The work to be performed by OLD HWY 97 CRUISERS under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The OLD HWY 97 CRUISERS will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence February 17, 2026 and terminate December 31, 2026.

VI. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

General Terms and Conditions
Appendix A - Statement of Work
Appendix B - Schedule of Compensation, Method of Payment,
Reporting and Record Keeping
Appendix C – Post Event/Activity Information Report for Lodging Tax
Recipients

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Dave Jones, Mayor or his designee.

VIII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

**GOLDENDALE MOTORSPORTS
ASSOCIATION**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

By: _____
City Clerk

OLD HWY 97 CRUISERS
Federal ID No:

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: PO Box 141
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

“GOLDENDALE” shall mean the City of Goldendale, a municipal corporation.
“OLD HWY 97 CRUISERS ” shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of OLD HWY 97 CRUISERS for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in “Appendix A”, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement OLD HWY 97 CRUISERS shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the OLD HWY 97 CRUISERS activities will be at its own risk.

4. PROFESSIONAL CONDUCT

OLD HWY 97 CRUISERS agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. OLD HWY 97 CRUISERS is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of OLD HWY 97 CRUISERS services hereunder in utilizing the results of such services.

5. INDEMINIFICATION

OLD HWY 97 CRUISERS shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys’ fees) resulting from injury or death, sustained by any person (including OLD HWY 97 CRUISER ’s employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with OLD HWY 97 CRUISER ’s performance of this Agreement. OLD HWY 97 CRUISER ’s hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of OLD HWY 97 CRUISERS (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of OLD HWY 97 CRUISERS , the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

OLD HWY 97 CRUISERS under work's compensation acts, disability benefit acts, or other employee benefit acts, AND **CONSTULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. OLD HWY 97 CRUISERS ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

6. INSURANCE

The *OLD HWY 97 CRUISERS* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, OLD HWY 97 CRUISERS shall have the right to cancel this agreement, in writing, within 30 days of the request.

OLD HWY 97 CRUISERS shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *OLD HWY 97 CRUISERS* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *OLD HWY 97 CRUISERS* prior to clarification by Goldendale shall be *OLD HWY 97 CRUISERS*'s risk.

8. NONDISCLOSURE

OLD HWY 97 CRUISERS agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *OLD HWY 97 CURISERS* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *OLD HWY 97 CRUISERS* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *OLD HWY 97 CURISERS* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by OLD HWY 97 CRUISERS further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *OLD HWY 97 CRUISERS* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *OLD HWY 97 CRUISERS* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

OLD HWY 97 CRUISERS shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *OLD HWY 97 CRUISERS* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *OLD HWY 97 CRUISERS* . Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *OLD HWY 97 CRUISERS* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *OLD HWY 97 CRUISERS* and GOLDENDALE in the compensation to be paid *OLD HWY 97 CRUISERS* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *OLD HWY 97 CRUISERS* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *OLD HWY 97 CURISERS* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *OLD HWY 97 CRUISERS* of responsibility for proper performance of the services.

14. AUDITS

The *OLD HWY 97 CRUISERS* shall, during the life of this contract and for a period of three (3) years

following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The OLD HWY 97 CRUISERS shall provide reports submitted in the manner directed by GOLDENDALE. The OLD HWY 97 CRUISERS shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the OLD HWY 97 CRUISERS in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

APPENDIX A
SCOPE OF WORK

Advertise, market, and operate events:

1. Community Days and Events June-September 2026

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,
REPORTING AND RECORD KEEPING**

Terms of compensation are as follows:

TOTAL \$ 4,000.00

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the OLD HWY 97 CRUISERS in connection with performing the approved scope of work. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2026. This payment would be processed February 2026.)

REPORTING AND RECORD KEEPING

OLD HWY 97 CRUISERS shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Appendix C.

The OLD HWY 97 CRUISERS shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.