

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
APRIL 6, 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. Support Staff Employees Union Contract for 2026 – 2027
 - 2. Chief of Police Employee Agreement
 - 3. Incubator Building Discount Rent Request
 - 4. Water Service - Outside City Connection Request
- I. Resolutions
 - 1. Res 752 – Adopting the City's Amended Personnel Policy Manual
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
 - 1. Property Negotiations RCW 42.30.110 (1) (B)
- N. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON APRIL 20, 2026 AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: April 6, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The consent agenda includes the following:

Minutes of the March 16, 2026 regular council meeting, first pay period March checks # 60638 – 60647, 902001, direct deposit 3/25/2026 in the amount of \$160,223.98, April 1, 2026 claims checks # 60631 – 60637, 60648 - 60697 in the amount of \$136,874.44.

FISCAL IMPACT:

Payroll checks in the amount of \$160,223.98, claims checks in the amount of \$136,874.44.

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
March 16, 2026
6:00 PM**

Mayor Dave Jones called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

ROLL CALL

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

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

Staff Present (Not Voting): Clerk Treasurer Shelly Enderby, Police Chief Mike Smith, Fire Chief Noah Halm, Public Works Director Doug Frantum (Zoom)

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, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

PRESENTATIONS

1. 4th Quarter Budget Review 2025 by Sarah Kaczmarek – Sarah went over the 4th Quarter Budget for 2025

Council Member Brian Paul – Wanted an explanation on the animal control expenditures

Sarah Kaczmarek – Of the \$13,000 that was expended on animal control, \$11,270 of that was for property equipment insurance, \$1700 was for veterinary cost to have dogs put down and \$105.00 was for operating supplies

Mayor Dave Jones – We will look into the insurance costs

Council Member Loren Meagher – Would like to see a line item for airport revenue for fuel sales

Council Member Nathaniel Hill – Would also like to see a line for revenue in general because there is now a fee for parking aircraft on the tarmac

Council Member Danielle Clevidence – That was just voted on so it should be on the next budget review

Council Member Steve Johnston – Wanted an explanation on the Reet Program

Sarah Kaczmarek – Reet 2 you have to be participating in the growth management act which then you can impose an extra 0.25% real estate excise tax. I don't believe you as a city are participating in that

program. I sent Sandy the contact information for the representative for Klickitat County and will ask her to forward it to you

Mayor Dave Jones – When we looked into it we are not a Fully GMA city we are a partial GMA city. We receive REET 1 of 0.25% the REET 2 is an additional 0.25% which we do not qualify for at this time

Sarah Kaczmarek - The capital improvement fund 107 is where your Reet 1 comes into

Council Member Brian Paul – To qualify for the GMA do we need to show that we are building housing, bringing in a wider demographic of individuals to grow our community or are there more specific criteria like environmentalism

Mayor Dave Jones – One part that I know about the growth management act is that if you are a fully planning GMA city then you are required to do a full comprehensive plan every so often including the critical areas ordinance that we are doing now but you would have to do the full plan rather than a partial plan

Sarah Kaczmarek - There is more administrative paperwork and annual filing you have to do. Often small cities end up having to pay outside consultant to do that work. We might want to do some more research and discuss it at a different meeting

Council Member Danielle Clevidence – Maybe we could get answers on the cost effectiveness of it and have for the next Budget Committee meeting

Council Member Loren Meagher – I think the cost is going to far exceed the revenue generation in a smaller city and also you're giving up local control. So, when you move into a GMA planning situation you're going with a lot of state standards and so your spending money to meet state standards that are set elsewhere versus here. I am not sure if you can have a GMA city if the county is not GMA

Mayor Dave Jones – I will look into that

Council Member Loren Meagher – What would be a reasonable balance for us to keep in the Water/Sewer 401 Fund for a city of our size because once we get beyond that we should be investing in capital investments whether that's updating old equipment or working on our waterlines coming down from the Simcoe's. Once we get all that stuff taken care of and that fund still grows too much then we need to look at pulling back some of our fees, charges and taxes associated with that

Public Works Director Doug Frantum – We have not started paying on the Treatment Plant Improvement Project yet so that will be a big hit to that number. I did find that the lagoon that failed was insured through WCIA so I am looking at what that insurance covers to maybe recoup some of that money

2. 5G Safety, Compliance and Municipal Oversight by Michael Flores from Spectrum Cellular Management – Went over 5G safety compliance and municipal oversight and revenue

Motion: I move under the mayors direction that staff look into this more closely and what ordinances we have currently and have staff provide a report back on an initial review to maybe consider this further and see how many applications we actually get for these and how often **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Danielle Clevidence
Motion Passed Unanimously

DEPARTMENT REPORTS

Police Chief Mike Smith - We are waiting for the new recruit to get his polygraph, then psych and then to the Academy

Public Works Director Doug Frantum – With the lack of snow the Public Works crew had more opportunity for maintenance. They cleaned some fallen trees on Pipeline off the Observatory. We are looking at possibly opening the park bathrooms around the 15th of April

Fire Chief Noah Halm - In 2025 we received a Legends Casino Grant, it was for public education and some of the items we received to hand out were fire extinguishers and fire blankets. We had a crew out today passing some of them out at 1500 S. Columbus. Remember to mow your grass and weeds for a potentially dry year

Mayor Dave Jones – Scheduled an Ordinance Committee Meeting for March 24th at 4:15 and a Public Works Meeting for March 18th at 5:00

COUNCIL BUSINESS

1. WWII Park Improvements by Mayor Dave Jones – The City received a community investment gift from Cypress Creek Renewables in the amount of \$15,000.00 to pay for materials and supplies to repair and convert the tennis courts at the WWII Park to pickleball the Public Works Department will supply the labor

Motion: I move that the city public works provide the labor for the pickle ball courts and that city establish security for the site that is enforced and usage restrictions to protect the new courts, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

2. Jail Contact Agreement – Klickitat County Department of Corrections by Chief Mike Smith - Mike Smith Chief of Police, and Mayor Dave Jones completed negotiations with Klickitat County for a new jail contract. The proposed agreement is attached. The term of the agreement expires on December 31, 2030. It is recommended that the agreement be approved.

Council Member Danielle Clevidence – Found an error in the agreement that needs fixed

Motion: I move to authorize the mayor to execute an agreement for incarceration of city prisoners with Klickitat County, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

RESOLUTIONS

No Resolutions

ORDINANCES

1. 2nd Reading Ord No. 1552-Change Speed Limit on N. Columbus by Mayor Dave Jones - The Ordinance Committee gave a recommendation to the council to change the speed limit on North Columbus from the bridge overpass for the Little Klickitat River to the North City Limits. The council gave consensus for the change on February 2, 2026, Council Meeting. There was a public hearing on March 2, 2026 and a first Ordinance Reading.

Motion: I move to adopt ordinance no 1552 amending section 10.12.020 of the Goldendale municipal code designated streets for the 2nd reading, **Action:** Motion, **Moved by** Council Member Danielle Clevidence, **Seconded by** Council Member Brian Paul
Motion Passed Unanimously

REPORT OF OFFICERS

Council Member Nathaniel Hill – Would like to be a part of the sludge lagoon tour

Council Member Danielle Clevidence – May 2nd is City Wide Cleanup. Tomorrow there is a blood drive at the American legion walk ins are available

Council Member Theone Wheeler – The Rock Creek Powwow will be April 18th

Mayor Dave Jones – We have had some Event Committee Meetings planning Community Days

OPEN PUBLIC COMMENT

Rodger Nichols – The Dalles – When will the new speed limit take effect

Mayor Dave Jones – As soon as the signs are put up

Council Member Brian Paul – I have been in contact with Karen from the Sheriff's Department they are hopefully going to work out the logistics while the money is still available to get an animal control officer and or a potential building arranged


EXECUTIVE SESSION

Union Negotiations RCW 42.30.140 - The Council went into executive session at 7:53pm for 5 minutes to discuss Union Negotiations RCW 42.30.140. The council came out of executive session at 7:58 pm.

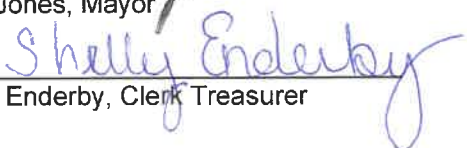
ADJOURNMENT

7:58 PM

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



Dave Jones, Mayor



Shelly Enderby, Clerk Treasurer

Register

Fiscal: 2026
 Deposit Period: 2026 - Mar 2026
 Check Period: 2026 - Mar 2026 - 2nd Council Mar 2026

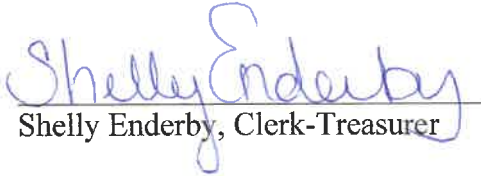
Number	Name	Print Date	Clearing Date	Amount
1st Security Bank of Washington				
<u>60631</u>	Check			
<u>60632</u>	WA St Dept of Licensing	4/6/2026		\$39.50
<u>60633</u>	Klickitat PUD	3/11/2026		\$11,521.29
<u>60634</u>	Verizon Wireless	3/16/2026		\$440.11
<u>60635</u>	Goldendale City of	3/16/2026		\$3,444.74
<u>60636</u>	Hattenhauer Energy Co LLC	3/16/2026		\$850.85
<u>60637</u>	Byrnes Oil Company Inc	3/16/2026		\$1,393.24
<u>60648</u>	AT&T Mobility	3/16/2026		\$728.95
<u>60649</u>	AT&T Mobility	3/23/2026		\$1,015.17
<u>60650</u>	Avista Utilities	3/23/2026		\$588.46
<u>60651</u>	SHE FIRE INC	3/25/2026		\$996.38
<u>60652</u>	SHE FIRE INC	3/25/2026		\$196.91
<u>60653</u>	Umpqua Bank	3/25/2026		\$8,401.40
<u>60654</u>	AT&T Mobility	3/25/2026		\$107.43
<u>60655</u>	Stearns Bank N.A.	3/31/2026		\$1,360.07
<u>60656</u>	Allyns Building Center	4/6/2026		\$281.34
<u>60657</u>	America's Phone Guys	4/6/2026		\$911.56
<u>60658</u>	Anatek Labs Inc	4/6/2026		\$119.00
<u>60659</u>	Bishop Sanitation Inc	4/6/2026		\$75.00
<u>60660</u>	Bohn's Printing	4/6/2026		\$262.29
<u>60661</u>	C&C Auto	4/6/2026		\$544.84
<u>60662</u>	Cascade Fire Equip Co	4/6/2026		\$6,945.58
<u>60663</u>	Christopher R Lanz Law Office LLC	4/6/2026		\$1,290.00
<u>60664</u>	Dave Telford	4/6/2026		\$2,667.75
<u>60665</u>	Fitzjarrald Law Office	4/6/2026		\$23,800.00
<u>60666</u>	Ford Motor Credit Company LLC	4/6/2026		\$4,980.00
<u>60667</u>	Fun Country Inc	4/6/2026		\$68.97
<u>60668</u>	Geosyntec Consultants Inc	4/6/2026		\$17,855.25
<u>60669</u>	Goldendale Chamber	4/6/2026		\$5,015.47
<u>60670</u>	Goldendale Sentinel	4/6/2026		\$783.74
<u>60671</u>	Goldendale Tire Center	4/6/2026		\$572.32
<u>60672</u>	IBS Incorporated	4/6/2026		\$1,202.48
<u>60673</u>	JTI The Dalles	4/6/2026		\$258.34
<u>60674</u>	Klickitat County Health Dept	4/6/2026		\$175.00
<u>60675</u>	Klickitat County Public Works	4/6/2026		\$7,226.64
<u>60676</u>	Klickitat County Treasurer	4/6/2026		\$361.83
<u>60676</u>	Klickitat Valley Business Unit	4/6/2026		\$318.00

Number	Name	Print Date	Clearing Date	Amount
60677	Klickitat-Skamania UCC	4/6/2026		\$40.00
60678	Lori Lynn Hoxtor Attorney at Law	4/6/2026		\$1,000.00
60679	Menke Jackson Beyer LLP	4/6/2026		\$5,864.50
60680	MES Service Company, LLC	4/6/2026		\$712.28
60681	Norco Inc	4/6/2026		\$51.82
60682	NWSC Northwest Safety Clean	4/6/2026		\$2,454.07
60683	One Call Concepts Inc	4/6/2026		\$23.63
60684	O'Reilly	4/6/2026		\$175.45
60685	Pioneer Surveying & Engineering Inc	4/6/2026		\$3,730.00
60686	RH2 Engineering Inc	4/6/2026		\$4,312.22
60687	Richard Lundin	4/6/2026		\$1,000.00
60688	Robert Thompson	4/6/2026		\$391.52
60689	S&S Auto Value	4/6/2026		\$272.74
60690	Swissphone LLC	4/6/2026		\$487.06
60691	Theone Wheeler	4/6/2026		\$332.05
60692	Traffic Safety Supply CO Inc	4/6/2026		\$1,913.03
60693	Vestis	4/6/2026		\$520.46
60694	Vic's Auto & Supply	4/6/2026		\$261.10
60695	Vision Municipal Solutions LLC	4/6/2026		\$1,276.59
60696	WA ST Dept Nat Resources	4/6/2026		\$3,377.68
60697	WA St Dept of Ecology	4/6/2026		\$1,878.34
	Total		Check	\$136,874.44
	Total		20016310	\$136,874.44
	Grand Total			\$136,874.44

**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 60631 through 60637, 60648 through 60697, in the amount of \$136,874.44, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 1st day of April, 2026.


Shelly Enderby, Clerk-Treasurer

Register Activity

Fiscal: 2026
 Period: 2026 - Mar 2026
 Council Date: 2026 - Mar 2026 - 2nd Council Mar 2026

Reference	Date	Amount	Notes
Reference Number: 60631 Invoice - 3/11/2026 11:15:55 AM	WA St Dept of Licensing 3/11/2026	\$39.50 \$39.50	Affidavit of Loss Title
Reference Number: 60632 Invoice - 3/11/2026 2:38:51 PM	Klickitat PUD 3/11/2026	\$11,521.29 \$11,521.29	Utility
Reference Number: 60633 6137678795	Verizon Wireless 3/16/2026	\$440.11 \$440.11	GPD Laptops
Reference Number: 60634 Invoice - 3/16/2026 11:21:37 AM	Goldendale City of 3/5/2026	\$3,444.74 \$3,444.74	Utilities
Reference Number: 60635 CL25677	Hattenhauer Energy Co LLC 3/15/2026	\$850.85 \$850.85	Fuel
Reference Number: 60636 CL091919	Byrnes Oil Company Inc 3/15/2026	\$1,393.24 \$1,393.24	Fuel
Reference Number: 60637 287322322615X03132026	AT&T Mobility 3/5/2026	\$728.95 \$728.95	Cell Phones
Reference Number: 60648 287322322398X03132026	AT&T Mobility 3/5/2026	\$1,015.17 \$1,015.17	Cell Phones
Reference Number: 60649 Invoice - 3/23/2026 2:58:31 PM	Avista Utilities 3/16/2026	\$588.46 \$588.46	Utilities
Reference Number: 60650 320	SHE FIRE INC 3/4/2026	\$996.38 \$996.38	Fire Extinguisher Maintenance
Reference Number: 60651 318	SHE FIRE INC 2/12/2026	\$196.91 \$196.91	Fire Extinguisher Maintenance
Reference Number: 60652 2/13/2026 - 3/12/2026	Umpqua Bank 3/25/2026	\$8,401.40 \$8,401.40	Credit Cards

Reference	Date	Amount	Notes
Reference Number: 60653 287258483135X03182026	AT&T Mobility 3/10/2026	\$107.43 \$107.43	Chlorination Station
Reference Number: 60654 2030965	Stearns Bank N.A. 3/31/2026	\$1,360.07 \$1,360.07	Genie Lift
Reference Number: 60655 394968 394983 395181 395226 395239 395242 395443 395445 395603 395632 395720 395831 395870	Allyns Building Center 3/5/2026 3/5/2026 3/10/2026 3/11/2026 3/12/2026 3/12/2026 3/17/2026 3/17/2026 3/23/2026 3/24/2026 3/26/2026 3/30/2026 3/31/2026	\$281.34 \$19.34 \$43.00 \$29.59 \$5.86 \$81.74 \$14.81 \$7.40 \$15.41 \$9.04 \$16.12 \$13.98 \$17.21 \$7.84	Sanding Belts Paint Hex Lag Hex Lag Screws, Saw Blade Galv Nippl, Galv Bushing Sandpaper Cloth Washers Paint Sealant Screws Brads
Reference Number: 60656 3877	America's Phone Guys 4/1/2026	\$911.56 \$911.56	Phone Bill
Reference Number: 60657 2606079	Anatek Labs Inc 3/16/2026	\$119.00 \$119.00	Bacteria Testing
Reference Number: 60658 118936	Bishop Sanitation Inc 3/30/2026	\$75.00 \$75.00	Airport Port O Pottie
Reference Number: 60659 10458 10459 10588	Bohn's Printing 3/30/2026 3/30/2026 3/27/2026	\$262.29 \$187.05 \$53.03 \$22.21	Copies Copies Copies
Reference Number: 60660 8181	C&C Auto 3/11/2026	\$544.84 \$544.84	Vehicle Serviced
Reference Number: 60661 INV23685	Cascade Fire Equip Co 3/24/2026	\$6,945.58 \$6,945.58	Base Mount Tank Sender, Water Level Gauge, Cable Harness, Tank
Reference Number: 60662 4A0115528 4A0337430	Christopher R Lanz Law Office LLC 3/12/2026 3/12/2026	\$1,290.00 \$200.00 \$390.00	Douglas Woods Douglas Woods

Reference	Date	Amount	Notes
Reference Number: 60662	Christopher R Lanz Law Office LLC	\$1,290.00	
5A0291594	3/12/2026	\$200.00	Talor Vogt
5A0875826	3/12/2026	\$300.00	Michael Phillips
6A0168960	3/12/2026	\$200.00	David Sanchez
Reference Number: 60663	Dave Telford	\$2,667.75	
1368.8	4/1/2026	\$2,667.75	Refund on Water Bill
Reference Number: 60664	Fitzjarrald Law Office	\$23,800.00	
2026-G01	1/30/2026	\$8,600.00	January 2026
2026-G02	2/28/2026	\$7,600.00	February 2026
2026-G03	3/17/2026	\$7,600.00	March 2026
Reference Number: 60665	Ford Motor Credit Company LLC	\$4,980.00	
1783062	3/23/2026	\$4,980.00	2024 F550's
Reference Number: 60666	Fun Country Inc	\$68.97	
378513	3/24/2026	\$68.97	Filter, Spark Plug
Reference Number: 60667	Geosyntec Consultants Inc	\$17,855.25	
IC486	3/18/2026	\$17,855.25	Asr Prog Eval and Aquifer Testing
Reference Number: 60668	Goldendale Chamber	\$5,015.47	
1592	2/16/2026	\$2,545.18	January 2026 Reimbursement
1600	3/11/2026	\$2,470.29	February 2026 Reimbursement
Reference Number: 60669	Goldendale Sentinel	\$783.74	
158864	2/11/2026	\$345.74	Senior Discount Ad
158873	2/18/2026	\$336.00	Stmt of Qualifications/Land Survey
158880	2/25/2026	\$102.00	Public Hearing Speed Limit
Reference Number: 60670	Goldendale Tire Center	\$572.32	
132325	3/18/2026	\$572.32	Battery
Reference Number: 60671	IBS Incorporated	\$1,202.48	
901579-1	3/20/2026	\$1,202.48	Supplies
Reference Number: 60672	JTI The Dalles	\$258.34	
D39765	3/20/2026	\$242.82	Supplies
D39803	3/24/2026	\$15.52	Supplies
Reference Number: 60673	Klickitat County Health Dept	\$175.00	
INV00006-0326	3/13/2026	\$175.00	Bacteria Sample

Reference	Date	Amount	Notes
Reference Number: 60674 2024-01BIR	Klickitat County Public Works 3/19/2026	\$7,226.64 \$7,226.64	2024 Bridge Inspections
Reference Number: 60675 Invoice - 4/1/2026 1:13:22 PM	Klickitat County Treasurer 4/1/2026	\$361.83 \$361.83	2026 Property Tax
Reference Number: 60676 59	Klickitat Valley Business Unit 4/1/2026	\$318.00 \$318.00	GPD
Reference Number: 60677 Invoice - 4/1/2026 9:46:51 AM	Klickitat-Skamania UCC 3/17/2026	\$40.00 \$40.00	Annual Dues
Reference Number: 60678 692 694	Lori Lynn Hoctor Attorney at Law 3/5/2026 3/5/2026	\$1,000.00 \$725.00 \$275.00	leah Rappe Joshua Boushey
Reference Number: 60679 Invoice - 4/1/2026 9:55:54 AM	Menke Jackson Beyer LLP 2/28/2026	\$5,864.50 \$5,864.50	Attorney Services
Reference Number: 60680 IN2467554	MES Service Company, LLC 3/21/2026	\$712.28 \$712.28	Rubber Liner
Reference Number: 60681 0046087117	Norco Inc 2/28/2026	\$51.82 \$51.82	Cylinder Rental
Reference Number: 60682 26-3146	NWSC Northwest Safety Clean 3/6/2026	\$2,454.07 \$2,454.07	Cleaning/Inspection
Reference Number: 60683 6039088	One Call Concepts Inc 3/31/2026	\$23.63 \$23.63	Excavation Notifications
Reference Number: 60684 2535-432717 2535-432820 2535-432980 2535-433130	O'Reilly 3/16/2026 3/16/2026 3/17/2026 3/18/2026	\$175.45 \$16.13 \$73.92 \$154.10 (\$68.70)	Max Boost 2.5 Gal Def 2.5 Gal Blue Def Return 2.5 Gal Def
Reference Number: 60685 24-906-15 25-902-12 26-901-2	Pioneer Surveying & Engineering Inc 2/26/2026 2/26/2026 2/26/2026	\$3,730.00 \$150.00 \$450.00 \$3,130.00	24-906 Chip Seal 25-902 W Darland Reconstruction 26-901 Misc
Reference Number: 60686 106059	RH2 Engineering Inc 3/20/2026	\$4,312.22 \$4,312.22	SCADA Support

Reference	Date	Amount	Notes
Reference Number: 60687	Richard Lundin	\$1,000.00	
Invoice - 4/1/2026 10:27:54 AM	4/1/2026	\$1,000.00	April 2026 Airport Manager Payment
Reference Number: 60688	Robert Thompson	\$391.52	
Invoice - 4/1/2026 10:42:35 AM	4/1/2026	\$391.52	Milage Reimbursement
Reference Number: 60689	S&S Auto Value	\$272.74	
745754	3/3/2026	\$25.35	Terminals, Electr Lug TBLR
746345	3/11/2026	\$92.44	Argon Mix
746697	3/16/2026	\$21.22	Oil Filter
746700	3/16/2026	\$13.92	Oil
746701	3/16/2026	\$16.64	Gloves
746898	3/18/2026	\$10.80	Paint Marker, Batter Terminal Pro
746924	3/19/2026	\$20.34	Motor Treat, Fuel Stabilizer
746929	3/19/2026	\$8.59	B-12 Chemtool Carbur
747338	3/23/2026	\$9.45	Deep Crystal
747817	3/30/2026	\$41.90	Gloves, Heavy Duty Mul
747880	3/30/2026	\$12.09	Washer Fluid
Reference Number: 60690	Swissphone LLC	\$487.06	
SI-311966	2/24/2026	\$487.06	Repairs
Reference Number: 60691	Theone Wheeler	\$332.05	
Invoice - 4/1/2026 10:43:30 AM	4/1/2026	\$332.05	Milage and Meal Reimbursement
Reference Number: 60692	Traffic Safety Supply CO Inc	\$1,913.03	
INV089511	3/18/2026	\$1,913.03	Supplies
Reference Number: 60693	Vestis	\$520.46	
5291869566	3/3/2026	\$16.15	Uniforms/Janitorial
5291869567	3/3/2026	\$45.24	Uniforms/Janitorial
5291869568	3/3/2026	\$23.49	Uniforms/Janitorial
5291869584	3/3/2026	\$17.49	Uniforms/Janitorial
5291873846	3/10/2026	\$16.15	Uniforms/Janitorial
5291873847	3/10/2026	\$45.24	Uniforms/Janitorial
5291873848	3/10/2026	\$23.49	Uniforms/Janitorial
5291873864	3/10/2026	\$17.49	Janitorial
5291879076	3/17/2026	\$16.15	Uniforms/Janitorial
5291879084	3/17/2026	\$46.32	Uniforms/Janitorial
5291879090	3/17/2026	\$23.49	Uniforms/Janitorial
5291879219	3/17/2026	\$17.49	Janitorial
5291883855	3/24/2026	\$16.15	Uniforms/Janitorial
5291883856	3/24/2026	\$45.78	Uniforms/Janitorial
5291883857	3/24/2026	\$23.49	Uniforms/Janitorial
5291883873	3/24/2026	\$17.49	Janitorial

Reference	Date	Amount	Notes
Reference Number: 60693			
5291887837	3/31/2026	\$520.46	Vestis
5291887838	3/31/2026	\$16.15	Uniforms/Janitorial
5291887839	3/31/2026	\$52.23	Uniforms/Janitorial
5291887855	3/31/2026	\$23.49	Janitorial/Uniforms
		\$17.49	Janitorial
Reference Number: 60694			
140491	3/2/2026	\$261.10	Vic's Auto & Supply
140493	3/2/2026	\$27.18	Oil Filter, Exact Fit Blade
140555	3/3/2026	\$23.45	Oil
140556	3/3/2026	\$101.46	Battery Cables
140596	3/3/2026	\$8.50	Heat Shrink Tubing
140930	3/3/2026	\$6.59	PWR Steering Fluid
140945	3/9/2026	\$8.97	Fitting
141160	3/9/2026	\$8.01	Washers
	3/12/2026	\$76.94	Hose, Grease Gun
Reference Number: 60695			
09-17140	3/12/2026	\$1,276.59	Vision Municipal Solutions LLC
		\$1,276.59	Utility Statement
Reference Number: 60696			
18026362	3/10/2026	\$3,377.68	WA ST Dept Nat Rescources
		\$3,377.68	Fire Cache Supplies
Reference Number: 60697			
2026-BA0021121	3/20/2026	\$1,878.34	WA St Dept of Ecology
		\$1,878.34	WWTP Biosolids Annual Permit

Register

Number	Name	Fiscal Description	Cleared	Amount
60638	Steve Johnston	2026 - Mar 2026 - 2nd Council Mar 2026		\$90.74
60639	American Family Life	2026 - Mar 2026 - 2nd Council Mar 2026		\$209.20
60640	Deferred Comp Program	2026 - Mar 2026 - 2nd Council Mar 2026		\$1,085.50
60641	Dept of Labor & Industries	2026 - Mar 2026 - 2nd Council Mar 2026		\$3,067.72
60642	Dept of Retirement	2026 - Mar 2026 - 2nd Council Mar 2026		\$11,312.96
60643	Employment Security - PFML	2026 - Mar 2026 - 2nd Council Mar 2026		\$803.88
60644	Employment Security - WA Cares Fund	2026 - Mar 2026 - 2nd Council Mar 2026		\$537.73
60645	Employment Security Department	2026 - Mar 2026 - 2nd Council Mar 2026		\$196.21
60646	Vimly Benefit Solutions Inc	2026 - Mar 2026 - 2nd Council Mar 2026		\$48,824.86
60647	Washington State Support Registry	2026 - Mar 2026 - 2nd Council Mar 2026		\$148.87
902001	City of Goldendale	2026 - Mar 2026 - 2nd Council Mar 2026		\$24,756.13
Direct Deposit Run -	Payroll Vendor	2026 - Mar 2026 - 2nd Council Mar 2026		\$69,190.18
3/23/2026				\$160,223.98

AGENDA BILL: H1

AGENDA TITLE: Support Staff Employees Union Contract for 2026-2027

DATE: April 6, 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 support Staff employees. The agreement covers years 2026 – 2027 (a 2-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 – 2027 COLLECTIVE BARGAINING AGREEMENT WITH THE GOLDENDALE POLICE SUPPORT SERVICES ASSOCIATION

Pg 26 – Change language in the vacation buy back program

Pg 29 – Removed the contribution Program, that has never been used

Pg 35 – Changed the HSA language to fit the policy

Pg 36 – Updated the Life Flight language

Pg 36 – Changed wage grid 5% for 2026 and 4% for 2027

COLLECTIVELY BARGAINED AGREEMENT

Between

**CITY OF
GOLDENDALE, WASHINGTON
and**

GOLDENDALE POLICE SUPPORT SERVICES ASSOCIATION

REPRESENTING

**NON-UNIFORMED POLICE SUPPORT EMPLOYEES
(POLICE DEPARTMENT)**

EFFECTIVE

**BEGINNING IN THE FIRST PAYROLL PERIOD FOLLOWING
SIGNATURE BY THE LAST SIGNING PARTY IN 2026 UNTIL**

DECEMBER 31, 2026

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	RECOGNITION AND CHECK OFF.....	1
ARTICLE III	NONDISCRIMINATION	3
ARTICLE IV	DEFINITIONS	4
ARTICLE V	MANAGEMENT RIGHTS	6
ARTICLE VI	EMPLOYEE RIGHTS	7
ARTICLE VII	CONTRACTING OUT	10
ARTICLE VIII	NEPOTISM	10
ARTICLE IX	SENIORITY	11
ARTICLE X	PROBATIONARY EMPLOYEES	12
ARTICLE XI	DISCIPLINARY ACTION	13
ARTICLE XII	HOURS OF WORK	16
ARTICLE XIII	LAY OFF AND RECALL	19
ARTICLE XIV	HOLIDAYS	21
ARTICLE XV	VACATION/ANNUAL LEAVE	22
ARTICLE XVI	SICK LEAVE AND SHARED SICK LEAVE POOL	26
ARTICLE XVII	OTHER LEAVES	29
ARTICLE XVIII	TRAINING AND TRAVEL	30
ARTICLE XIX	GRIEVANCE PROCEDURE	30
ARTICLE XX	ASSOCIATION VISITS	33
ARTICLE XXI	HEALTH AND WELFARE	33
ARTICLE XXII	WAGES	35
ARTICLE XXIII	JOB POSTING, TRANSFER AND PROMOTIONS	37
ARTICLE XXIV	ENTIRE CBA	38
ARTICLE XXV	SEPARABILITY	38
ARTICLE XXVI	SAVINGS CLAUSE	39
ARTICLE XXVII	TERM OF AGREEMENT	39
Addendum 11.3	Verbal Reprimand	
Addendum 16.21	Share Leave Contribution	
Addendum 16.22	Share Leave Pool Application	
Addendum 18.1	Training and Travel	
Addendum 22.7	Wage Grids	

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~~Goldendale Police Support Services Association, representing ~~Local 1533-C, American Federation of State, County and Municipal Employees, AFL-CIO~~Police Support Employees, hereinafter referred to as the "Union Association."

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.

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 nonuniformed police support employees of the City of Goldendale police department, excluding supervisors, confidential employees, uniformed employees, and all other employees as certified by the Public Employment Relations Commission (PERC) on July 7, 1993~~October 31, 2025, Case #10519-E-93-1739 Decision 14234-PECB. (adjusted in 1997 for RCW 41.56.430), excluding the Chief, Assistant Chief, management personnel and elected officials.

~~2.2 Police Administrative Assistant /Evidence Technician: Effective beginning January 1, 2018, this position shall be represented by the Union as a member of this bargaining unit; provided, however, under no circumstances shall this position be eligible for Interest Arbitration under Chapter 41.56, RCW as pertains to Uniformed Personnel and impasse in CBA negotiations. The Police Administrative Assistant/Evidence Technician position bargaining rights shall end with PERC Mediation. The Police Administrative Assistant/Evidence Technician position's working conditions, benefits and all CBA provisions shall be governed by only the terms and conditions of the Municipal CBA except as otherwise agreed to in writing by the City Administrator and AFSCME Representative. None of the provisions of this Uniformed Employees/Personnel CBA shall apply to the Police Administrative Assistant/Evidence Technician.~~

~~2.3 Police Administrative Assistant: Effective January 1, 2022, this position shall be represented by the Union as a member of this bargaining unit; provided, however, under~~

~~no circumstances shall this position be eligible for Interest Arbitration under Chapter 41.56, RCW as pertains to Uniformed Personnel and impasse in CBA negotiations. The Police Administrative Assistant position bargaining rights shall end with PERC Mediation. The Police Administrative Assistant position's working conditions, benefits and all CBA provisions shall be governed by only the terms and conditions of the Municipal CBA except as otherwise agreed to in writing by the City Administrator and AFSCME Representative. None of the provisions of this Uniformed Employees/Personnel CBA shall apply to the Police Administrative Assistant.~~

~~2.42 Recognition of WSCCCE AFSCME Goldendale Police Support Services Association:~~ The Employer recognizes the ~~WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME GOLDENDALE POLICE SUPPORT SERVICES ASSOCIATION Council 2 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.

~~2.53 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.

~~2.64 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 an ~~Union Association~~ Staff Representative. The ~~Union Association's~~ Staff Representative shall address the employee's inquiry as soon as possible.

~~2.7.5 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.

~~2.8.6 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](#).

2.97 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. An [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.

2.408 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.

2.419 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.

2.12 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 [union Association](#) activity, [union 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 [Union 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, step children, 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 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.

4.13 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 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.

4.16 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 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 Support Services Association.~~

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 layoff 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 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.

5.3 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 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.

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 [Union 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 [Union 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 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.

6.9 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) An Union Association Officer or Steward has no authority to give orders regarding working 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.

6.10 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 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 meeting 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 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 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 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

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 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 week.
 - (2) All work authorized and performed in excess of eight (8) hours in any eight (8) our 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 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) time their regular straight time hourly rate of pay for all hours 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) hour 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 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 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 lay off, 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 lay off 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.~~

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. 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 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:

Months of Completed Service	Monthly Accrual Rate In Hours	Yearly Rate in Hours Per Year
DOH - 24	08.00	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.~~

15.76 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.

15.87 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.

15.98 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.~~

~~(db) Vacation leave over the maximum accumulation cannot be carried over unless the department head, with the concurrence of the Police Chief/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.~~

~~(ec) If the department head, with concurrence of the Police Chief/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.

~~15.109-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. Vacation Buy Back program: The Employer would implement a vacation buy back program were the employee could sell back to the city up to 1/3 of their accrued vacation 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.~~

~~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.~~

Formatted: Indent: Left: 0"

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 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 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 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 (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 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 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 & 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 Police Chief/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.~~

Formatted: Indent: Left: 0", First line: 0"

~~(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."~~

Formatted: Indent: Left: 0", First line: 0"

~~(1) 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.~~

Formatted: Indent: Left: 0", First line: 0"

~~(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:~~

Formatted: Indent: Left: 0", First line: 0"

~~(1) One (1) Goldendale City Council Person;~~

Formatted: Indent: Left: 0", First line: 0"

~~(2) The Mayor of Goldendale or his/her designee;~~

~~(3) One (1) designee from Local 1533-G.~~

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

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

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

City of Goldendale CBA

Page 29

[Local 1533-G - Uniformed Employees/Non-Uniformed Police Support Employees](#)

[2022-2024 - 2024-2026 CBA](#)

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 ~~Union~~Association Work:

- (a) ~~Local-elected~~ Elected ~~Union~~Association 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~~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

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 Police Chief City Administrator. Upon receipt of the written facts of the grievance, the Police Chief 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 Police Chief/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 Association/Union 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 Association/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 (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 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 president or designee, grievants 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

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 e~~Employees are insured through 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 dependant 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 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 insurances 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 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 beginning in the payroll period following signature of this CBA by the last signing party (No Christie Agreement) 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.

(a) — For an employee only plan: \$304.17

(b) — For other than an employee only plan (family): \$608.33

~~(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 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.

~~21.1 21.7 Life Flight group rate paid for by the City: The City will pay the yearly premium for the term of this CBA. Life Flight group rate paid for by the City: The City will pay up to fifty-nine dollars (\$59.00) per year for the term of this CBA.~~

Formatted: List Paragraph, Justified, Right: 0.94", Line spacing: Multiple 1.11 li, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.53" + Indent at: 1.01", No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 1.02", Left + 1.51", Left

Formatted: Font: Times New Roman, Font color: Custom Color(RGB(40,40,40))

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:** ~~Effective beginning from the payroll period in 2026 following signature of this CBA by the last signing party forward, the wage grid will be adjusted by ?%. Effective January 1, 2027, the wage grid will be adjusted by ? %. There was no Christie Agreement and the FOP is a new bargaining representative therefore there is no retroactivity of any increases in wages or changes to any other direct and indirect economic topics. The Employer shall determine what all direct and indirect economic topics are in this CBA. Effective January 1, 2022, the wage grid will be adjusted with a market rate adjustment from calendar year 2021. Police Sergeants wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of~~

~~Ten Percent (10%); Police Officers wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of Ten Percent (10%); and the Administrative Assistants wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of Ten Percent (10%). The All calculations and economic topics determinations shall be decided determined by the Employer and are not subject to the grievance procedures.~~

~~Effective January 1, 2023, the wage grid from calendar year 2022 will be increased by Three Percent (3%). The calculations shall be determined by the Employer and are not subject to the grievance procedures.~~

~~Effective January 1, 2024, the wage grid from calendar year 2023 will be increased by Three Percent (3%). 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-5th~~ and ~~25th-20th~~ 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 grids 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: 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 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~~2026, except as otherwise provided, and shall remain in effect until December 31, ~~2024~~2027. There is no retroactivity because there was no Christie Agreement and the FOP is the new bargaining representative.

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 _____, 2026.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

President, City of Goldendale Police
Support Services Association

Dave Jones, Mayor
City of Goldendale

~~Sandy Wells~~ Mike Smith

~~City Administrator~~ Chief of Police

Represented by:

Represented by:

Jared Paulsen
FOP Attorney

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 16.21
SHARED LEAVE CONTRIBUTION

~~Local 1533 C~~ Goldendale Police Support Services Association Shared Leave Contribution

Name: _____

Date Submitted to ~~Local 1533 C~~ the Association: _____

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: _____

ADDENDUM 16.22
SHARED LEAVE POOL APPLICATION

Local 1533 ~~C~~Goldendale Police Support Services Association Shared Leave Pool Application

Formatted: Centered

Name: _____

Date Submitted to the Local 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) ****

Formatted: Centered

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. *****

Formatted: Centered

Date: _____
City Council Person

Date: _____
Larry Bellamy ~~Sandy Wells~~, Administrator

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 ~~Police Chief~~~~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 ~~Police Chief~~~~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 Police Chief/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 Police Chief/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 WAGE GRIDS

Salary Schedule
2022 Wage Grid

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position:	6 months	6 months	1 year	1 year	1 year	1 year	1 year	1 year	+
Police Sergeant	5717.95	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

Salary Schedule
2023 Wage Grid

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position:	6 months	6 months	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

Formatted Table

Salary Schedule

2024-2026 Wage Grid (Beginning in payroll period following signature by last signing party in 2026)

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position:	6 months	6 months	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 Admin./Evidence Tech I	4440.85	4551.88	4665.67	4782.31	4901.87	5024.42	5150.03	5278.78	5410.75
Police Admin./Evidence Tech II									
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

City of Goldendale CBA

Local 1533 G – Uniformed Employees Non-Uniformed Police Support Employees
 2022-202 – 2024-202 CBA - Addendum 22.7 – 2022-202 – 2024-202 Wage Grids

COLLECTIVELY BARGAINED AGREEMENT

Between

**CITY OF
GOLDENDALE, WASHINGTON
and
GOLDENDALE POLICE SUPPORT SERVICES ASSOCIATION**

REPRESENTING

**NON-UNIFORMED POLICE SUPPORT EMPLOYEES
(POLICE DEPARTMENT)
EFFECTIVE**

**BEGINNING IN THE FIRST PAYROLL PERIOD FOLLOWING
SIGNATURE BY THE LAST SIGNING PARTY IN 2026 UNTIL
DECEMBER 31, 2027**

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	RECOGNITION AND CHECK OFF.....	1
ARTICLE III	NONDISCRIMINATION	3
ARTICLE IV	DEFINITIONS	3
ARTICLE V	MANAGEMENT RIGHTS	5
ARTICLE VI	EMPLOYEE RIGHTS	6
ARTICLE VII	CONTRACTING OUT	9
ARTICLE VIII	NEPOTISM	9
ARTICLE IX	SENIORITY	10
ARTICLE X	PROBATIONARY EMPLOYEES	11
ARTICLE XI	DISCIPLINARY ACTION	12
ARTICLE XII	HOURS OF WORK	15
ARTICLE XIII	LAY OFF AND RECALL	16
ARTICLE XIV	HOLIDAYS	18
ARTICLE XV	VACATION/ANNUAL LEAVE	19
ARTICLE XVI	SICK LEAVE AND SHARED SICK LEAVE POOL	21
ARTICLE XVII	OTHER LEAVES	23
ARTICLE XVIII	TRAINING AND TRAVEL	24
ARTICLE XIX	GRIEVANCE PROCEDURE	25
ARTICLE XX	ASSOCIATION VISITS	27
ARTICLE XXI	HEALTH AND WELFARE	27
ARTICLE XXII	WAGES	30
ARTICLE XXIII	JOB POSTING, TRANSFER AND PROMOTIONS	31
ARTICLE XXIV	ENTIRE CBA	32
ARTICLE XXV	SEPARABILITY	32
ARTICLE XXVI	SAVINGS CLAUSE	33
ARTICLE XXVII	TERM OF AGREEMENT	33
Addendum 11.3	Verbal Reprimand	
Addendum 16.21	Shared Leave Contribution	
Addendum 18.1	Training and Travel	
Addendum 22.7	Wage Grids	

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 Goldendale Police Support Services Association, representing Police Support Employees, 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 nonuniformed police support employees of the City of Goldendale police department, excluding supervisors, confidential employees, uniformed employees, and all other employees as certified by the Public Employment Relations Commission (PERC) on October 31, 2025, Decision 14234-PECB.

2.2 Recognition of Goldendale Police Support Services Association: The Employer recognizes the GOLDENDALE POLICE SUPPORT SERVICES 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 an Association Staff Representative. The Association's Staff Representative shall address the employee's inquiry as soon as possible.

2.5 Signed Dues Deduction Authorization: Current Association members and those who choose to join the Association 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 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, step children, 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 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.

4.13 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 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.

4.16 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 Support Services Association.

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 layoff 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 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.

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 local Association Officers and Shop Stewards for paid time lost for Association business.
- (e) An Association Officer or Steward has no authority to give orders regarding working 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 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 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, Mayor (up to ten (10) working days);
- (d) Demotion (if applicable): Mayor, in conjunction with the Department Head;
- (e) Termination: 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 meeting 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 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 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 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 week.
 - (2) All work authorized and performed in excess of eight (8) hours in any eight (8) our 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 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.

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 lay off, 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 lay off 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.

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.

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	08.00	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 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.

15.7 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.

15.8 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) Vacation leave over the maximum accumulation cannot be carried over unless the department head, with the concurrence of the Police Chief, 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 Police Chief, 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.

15.9 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 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 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.

16.11 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 (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 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 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 & 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 Police Chief.

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

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 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 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

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 Police Chief. Upon receipt of the written facts of the grievance, the Police Chief 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 Police Chief 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 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 (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 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 president or designee, grievants 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. Employees

are insured through 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 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 insurances 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 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 in the payroll period following signature of this CBA by the last signing party (No Christie Agreement), 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 Wages: Effective beginning from the payroll period in 2026 following signature of this CBA by the last signing party forward, the wage grid will be adjusted by five percent (5%). Effective January 1, 2027, the wage grid will be adjusted by four percent (4%). There was no Christie Agreement and the FOP is a new bargaining representative therefore there is no retroactivity of any increases in wages or changes to any other direct and indirect economic topics. The Employer shall determine what all direct and indirect economic topics are in this CBA. All calculations and economic topics determinations shall be decided 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 (1/2) 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, which shall be determined and prepared by the Employer based on formulas set forth in section 22.2 Wages, above. The wage grids 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: 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 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, 2026, except as otherwise provided, and shall remain in effect until December 31, 2027. There is no retroactivity because there was no Christie Agreement and the FOP is the new bargaining representative.

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 _____, 2026.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

President, City of Goldendale Police
Support Services Association

Dave Jones, Mayor
City of Goldendale

Mike Smith
Chief of Police

Represented by:

Represented by:

Jared Paulsen
FOP Attorney

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 16.21
SHARED LEAVE CONTRIBUTION

Goldendale Police Support Services Association Shared Leave Contribution

Name: _____

Date Submitted to the Association: _____

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: _____

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 Police Chief 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 Police Chief. 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 Police Chief 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 Police Chief 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

Salary Schedule 2026 Wage Grid (Beginning in payroll period following signature by last signing party in 2026) 5%									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position	6 months	6 months	1 year	1 year	1 year	1 year	1 year	1 year	+
Police Adm./Evid. Tech	4662.89	4896.03	5140.84	5397.88	5667.77	5951.16	6248.72	6561.15	6889.21
Police Admin. Asst. III	4229.41	4440.88	4662.92	4896.07	5140.87	5397.92	5667.81	5951.20	6248.76
Police Admin. Asst. II	3836.21	4028.02	4229.42	4440.89	4662.94	4896.08	5140.89	5397.93	5667.83
Police Admin. Asst. I	3653.52	3836.20	4028.01	4229.41	4440.88	4662.92	4896.07	5140.87	5397.91

Salary Schedule 2027 Wage Grid 4%									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position	6 months	6 months	1 year	1 year	1 year	1 year	1 year	1 year	+
Police Adm./Evid. Tech	4849.41	5043.39	5245.12	5454.93	5673.12	5900.05	6136.05	6381.49	6636.75
Police Admin. Asst. III	4398.59	4574.53	4757.51	4947.82	5145.73	5351.56	5565.62	5788.24	6019.77
Police Admin. Asst. II	3989.66	4149.25	4315.22	4487.82	4667.34	4854.03	5048.19	5250.12	5460.13
Police Admin. Asst. I	3799.66	3951.65	4109.71	4274.10	4445.06	4622.87	4807.78	5000.09	5200.10

AGENDA BILL: H2

AGENDA TITLE: Chief of Police Employee Agreement

DATE: April 6, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The Chief of Police position is an FLSA exempt position. The Chief of Police would like to amend his original agreement regarding the Longevity pay and cost-of-living adjustment language.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE CHIEF OF POLICE EMPLOYMENT AGREEMENT

CHIEF OF POLICE EMPLOYEE AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into the ~~6th~~^{1st} day of ~~April~~^{July}, 202~~6~~⁴, by and between the City of Goldendale, Washington of the State of Washington (Employer) and Michael L Smith (Employee).

Formatted: Superscript

AGREEMENT

Now, therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

- A. Employer desires to employ the services of Employee as Chief of the Police Department of the City of Goldendale; and
- B. It is the desire of the employer to establish certain conditions of employment for the Employee; and
- C. It is the desire of the Employer to:
 1. Secure and retain the services of Employee and to provide inducement for Employee to remain in such employment;
 2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security;
 3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and
 4. To provide a means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when Employer may otherwise desire to terminate Employee's services; and
- D. Employee agrees to accept employment and act as Chief of the Police Department for the City of Goldendale and to perform the duties to the best of his ability in accordance with the highest professional and

ethical standards of the profession according to comply with all laws, general rules and regulations established by the State of Washington, standards of conduct established under the International Association of Chiefs of Police, the City as set forth in its Personnel Manual, Municipal Code, Policies or otherwise according the City Mayor's directive.

SECTION 1. DUTIES

- A. The operational control of the Police Department for the City of Goldendale, or other responsibilities as provided for by Interlocal Agreement(s), shall be the responsibility of the Employee. The Employee shall have all the authority and powers granted to the Chief of Police under the provisions established by State law, Municipal Code, Policy and/or as director authorized by the City Mayor.
- B. Under the general direction of the City Mayor, the Employee shall be responsible for planning, organizing, and coordination of police operations. Pursuant to the Employee duties set forth in GMC Ch. 2.40.030 and the Chief of Police job description other duties shall include, but not limited to, the following:
 - 1. Supervising the daily operations of the Police Department of the City of Goldendale;
 - 2. Supervising all department personnel;
 - 3. Preparing and submitting the police department budget;
 - 4. Submitting reports to the City Mayor and City Administrator either orally or in writing when requested or required to ensure the proper communication between the City Mayor, City Administrator, and the police department;
 - 5. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the police department;
 - 6. Supervising and controlling all equipment and motor vehicles belonging to or used by the police department;
 - 7. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department, as well as overseeing all special, auxiliary and/or reserve police officers;

8. Supervising and controlling all training programs for the department personnel and the assignment of personnel to such programs;
 9. Maintaining the discipline of the department personnel; the issuing of orders, rules, regulations, policies and procedures, subject to approval of the mayor, and the assigning shifts and duties of all department personnel;
 10. Being available for hearings before any appointed or elected City Council at which the police department is required to appear and before the City Council meetings when necessary;
 11. Being responsible for communicating with the public, including the media, on matters relating to crime, police operations and department policy;
 12. Commanding all police officers;
 13. Serving as Chief law enforcement officer of the City of Goldendale as established by Interlocal agreement; and
 14. Performing related work as required and appropriate for the position of Chief of the Police Department of the City of Goldendale.
 15. If the Employee duty resources specified in this section conflict with each other the stricture shall apply.
- C. Employees shall not engage in any activity that is, or may become, a conflict of interest as defined by Washington law, or would be incompatible with the position of Chief of the Police Department of the City of Goldendale, or enter into a prohibited contract, as defined by Washington law.

SECTION 2. STATUS AND TERM:

- A. Employees shall be employed for an indefinite term, commencing June 1st, 2023, and shall serve and the pleasure of the City Mayor. Employee shall be considered an “at will” employee of the City. Employee is an exempt employee under the Fair Labor Standards Act (FLSA), is not a member of the uniformed personnel collective bargaining unit and is exempt from police civil service.
- B. Nothing I this agreement shall prevent, limit or otherwise interfere with the City’s right to terminate the Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6

of this Agreement, the laws of the State of Washington, and City ordinances.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employees agree to remain in the exclusive employment of the City for an indefinite period and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Mayor. The term “employed” and derivations of that term as used in the proceeding sentence shall include employment by another legal entity, but shall not be construed to include occasional teaching, writing, or consulting performed on Employee’s own time, and with the advance approval of the City Mayor.
- E. Employee shall report directly to the City Mayor, and the City Mayor shall communicate directly with Employee. Under extenuating circumstances such as severe crimes and disasters that could be detrimental to the public safety and welfare of the community; the Employee is required to keep the City Mayor fully advised of the situation, remedies and action sought on continual basis until the event has subsided.

SECTION 3. SALARY

- A. City agrees to pay Employee a starting salary of Step G, of the 2023 salary schedule (attached) payable in equal installments at the same time as other employees of the City of Goldendale. The City’s budget will contain all salary and benefit amounts. The Employee will receive a salary adjustment in accordance with part B of this section.
- B. Salary increases shall follow as indicated on the Salary Schedule on an annual basis including all retained longevity pay. Longevity pay will be the same rate as the uniformed employees.
- C. The Employee shall receive an annual cost-of-living adjustment at the same rate as the uniformed employees. If no salary increase is

~~accrued by uniformed employees' salary, increase will be subject to 100% of state CPI % and follow section D below. The parties agree that Employee shall receive annual cost of living adjustment, compatible with, and not lower than, the amount granted to other union and non-union City employees.~~

- D. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policy or as may be amended.

SECTION 4. BENEFITS:

Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation and sick leave benefits, holidays, and other fringe benefits and working conditions as the now exist or may be amended in the future, as apply to any other union or non-union Employees and in accordance with the most recent policies of the City of Goldendale.

- A. With respect to vacation benefits, the Employee shall retain all currently accrued vacation hours, and he will continue to accrue vacation leave with pay at the rate of 20 hours per month, as he currently enjoys as of the date of this Agreement, and any amended changes to the accrual rates that apply to any other union or non-union Employees. Employers believe an employee needs rest and personal restoration time to stay happy and productive. Employers encourage all employees to take vacation at least annually.
- B. Employees shall retain all currently accrued hours of sick leave. Upon commencing employment as an FLSA exempt Employee, sick leave accrual and sick leave employee share program shall be the same as those granted to other union and non-union employees.
- C. The Employer shall provide major medical, dental, vision, and Life Flight insurance benefits and shall be the same as those granted to other union and non-union employees.

SECTION 5. RETIREMENT:

Employer shall enroll Employee in the Law Enforcement Officers' and Fire Fighters' Retirement System of Washington ("LEOFF") and to make all appropriate contributions on the Employee's behalf for both the required Employer and Employee shares.

SECTION 6. RESIGNATION, TERMINATION AND SEVERENCE PAY:

- A. Employee may resign at any time, with or without cause, and shall give the City at least thirty (30) days' written notice of the effective date of his resignation.
- B. This agreement shall be dissolved upon termination, resignation, death, permanent disability; or any other mental or medical condition that prevents the Employee from performing the duties of Chief of Police.
- C. If Employee is terminated by the City without cause and during such time the Employee is willing and able to perform Employee's duties under this agreement, the Employer shall pay Employee, as severance, a cash payment equal to one (1) year of the Employee's then current annual gross salary.
- D. The following reasons shall constitute, but are not limited to, grounds to terminate this Agreement with cause and without payment of severance provided in paragraph D of this section:
 - 1. Use of alcohol while on the job.
 - 2. Use of prescription drugs while on the job that would interfere with Employee's ability to perform his duties.
 - 3. Falsifying of records.
 - 4. A breach of this Agreement or repeated neglect by Employee to perform the duties.
 - 5. Conviction of any criminal act relating to or adversely affecting Employee's ability to perform his duties.

6. Conduct, relating to City employment, which, while not criminal in nature, violates Municipal Code, Policies or other reasonable standards of professional and personal conduct in a substantial manner.
7. Insubordination: a refusal to obey lawful orders.
8. Misconduct: sexual harassment, criminal misbehavior, Unethical conduct, including lying, stealing, fraud.

Depending on the severity of the offense, *Gross Negligence or **Negligence, Employee shall be entitled to progressive disciplinary actions at a level appropriate for the violation as determined by the Employer. Examples of progressive disciplinary actions include verbal warnings, written warnings, suspension with pay, suspension without pay, and termination.

The Employee can expect **Negligent acts of conduct or omissions to result in lower levels of disciplinary actions such as verbal warnings, written warnings and suspension with pay. Continual acts of Negligence will result in higher levels of disciplinary actions up to and including termination.

The Employee can expect *Gross Negligent acts of conduct or omissions to result in higher levels of disciplinary actions such as suspension with pay, suspension without pay, and termination depending on the severity of the act. Repeated acts of Gross Negligence will result in termination.

**Gross Negligence is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable issues, grave injury or harm to persons, property, or both.*

***Negligence is a mere failure to exercise reasonable thought and/or care.*

F. It is understood that after notice of termination or resignation in any form, Employee and Employer will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause and reasons for termination are publicly given or Employee is stigmatized in the process,

Employee may request, and if requested, Employee shall be given an opportunity for a public name clearing hearing with the Mayor and City Council. A name clearing hearing does not eliminate the Employee's right to legal remedies if he believes he has been stigmatized by termination without cause.

SECTION 7. HOURS OF WORK:

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule that allows time away from the office during normal office hours; normal office hours for the purpose of this position shall be considered 7:00 A.M. to 5:00 P.M. Monday through Thursday with a one-hour lunch break. It is expected that Employee will work at least 40 hours per week or be available by phone. The parties recognize that the Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

SECTION 8. PERFORMANCE EVALUATION:

Performance evaluations shall be conducted yearly by the mayor.

SECTION 9. PROFESSIONAL DEVELOPMENT:

- A. Employers shall budget and pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in state and local associations and organizations, including the Washington Sheriffs and Police Chief Association that are necessary and desirable for his continued professional participation, growth and advancement, to better serve the interests of the City.
- B. Employer will pay the actual costs, including travel, lodging and meal expenses, associated with Employee's attendance at the annual conference to better serve the interests of the city.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Mayor and the City Council will affix in writing any such other terms and conditions of employment, as they may determine from time to time,

after consultation with Employee, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulation rules and the Personnel Policy as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

IN WITNESS WHEREOF, The City of Goldendale has caused this Agreement to be signed and executed on its behalf by the mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF GOLDENDALE

EMPLOYEE

Mayor, Dave Jones

Chief Michael L Smith

City Administrator, Sandy Wells

AGENDA BILL: H3

AGENDA TITLE: Incubator Building Discount Rent Request

DATE: April 6, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

On March 2, 2026, a request came to the mayor for a reduce rent cost from \$1108.00 to \$555.17 for the incubator building. The budget committee met on March 9th and voted 2 -1 to not reduce the rent cost. Attached is the request along with the signed lease agreement, the budget printout, and the lease agreement for the other tenant.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO HAVE THE MAYOR SIGN A NEW REDUCED LEASE RATE FOR INCUBATOR BUILDING #B

MOTION OPTION 2

I MOVE TO HAVE THE LEASE RATE STAY THE SAME AS SIGNED LEASE AGREEMENT



3/2/26

Dear mayor

I would like to request a deferment on the newly imposed rent at incubator of \$1108. Per month as the \$555.17 per mth that we paid already has rendered us unable to pay an outstanding bill.

We are requesting this as we pay a substantial amount more than the business in the same building who continues to pay \$285 per month and As I am sure that you are here to help the businesses that go into the incubator we are asking for your help with this situation.

We are asking if you will accept the 555.17 per month and would actually like to request a \$300 per month reduced payment until we can get back on our feet from being closed down

respectfully

Diana Jenson fabrication

A handwritten signature in black ink, appearing to be "DJ", is written over the typed name.

**LEASE AGREEMENT BETWEEN THE CITY OF GOLDENDALE
REGARDING
THE CITY INCUBATOR BUILDING**

THIS LEASE is made this 6th day of February, 2024, by and between the City of Goldendale, a Washington municipal corporation, hereinafter referred to as "the City," and Jenson Fabrication LLC hereinafter referred to as "Lessee."

WITNESSES THAT:

In consideration of the mutual promises, covenants, condition, and terms to be kept and performed, it is agreed between the parties hereto as follows:

1.1 Term; termination. The term of this Lease shall be five (5) years beginning February, 2024 and terminating at midnight on 6th February, 2029. This Lease may be terminated for any reason at any time by either Party upon thirty (30) days' prior written notice by one Party to the other.

1.2 Compliance. By entering into this lease, the City is relying upon Lessee's substantial compliance with the purposes and authority contained in the Lease agreement as it currently exists and/or as amended. The Lessee understands that this is a new program sponsored by the City of Goldendale and amendments to this lease agreement may be necessary to maintain and improve the program. The Lessee herein acknowledges the City right to amend leasing terms and use conditions without negotiation.

1.3 Lease Premises. The City hereby leases to the Lessee 400 square feet in suite 2 of the City of Goldendale's Business Incubator building situated at 306 Industrial Way St., Goldendale Washington, and legally described as LOT 10 BLK 2 PHASE 2 GOLDENDALE INDUSTRIAL PARK SWSE 20-4-16.

1.4 Lease Rate.

- First year lease rate \$1.00 paid annually.
- Second year lease rate 25% psf of market value paid monthly. (554.00)
- Third year lease rate 50% psf of market value paid monthly. (1108.00)
- Fourth year lease rate 75% psf of market value paid monthly. (1662.00)
- Fifth year lease rate 100% psf of market value paid monthly. (2216.00)

1.5 Permitted Uses. Permitted uses will be established prior to entering into the lease agreement.

1.6 Utilities. Lessee will pay for the cost of electricity, internet, refuse and telephone utilities. If there is more than one tenant per suite the parties herein agree to split the cost of utilities.

- 1.7 Maintenance, Repairs, and Leasehold Improvements.** The City will address all concerns and either provide repair services, including ordering of parts. If the damage was caused by the lessee, the lessee will be billed for the cost of repair plus 10%.

The Lessee agrees during the term of this lease, at its own cost, to keep the common area floors, counters, and other facilities in a clean and sanitary condition, to use all necessary and approved safeguards against fire risk, to maintain drip pans under its machinery for the purpose of preventing oil, grease or ink or other wet material from sinking into the floor of the premises leased. The Lessee shall not garage or store overnight any motor vehicle, except for forklifts, on the premises. Forklifts which are stored on the premises must be stored on a protective pad or surface area to eliminate any marking or spotting of the floor area.

- 1.8 Hazardous Substances.** Lessee shall not allow on the Premises any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, Lessee shall notify the City of such fact within two (2) days. Furthermore, in such an event, Lessee shall promptly remove and clean up any such leakage, spillage, or release, at its own cost, and Lessee shall accomplish such removal and cleanup in strict compliance with all applicable laws, codes, and regulations. Lessee shall notify the City within two (2) days if Lessee receives notice of intent to sue, notice of violation, citation, warning, or similar notification arising out of operations on the Premises. Lessee shall notify the City within two (2) days if Lessee learns of any federal, state, or local agency investigation or inquiry concerning the Premises or Lessee's or sub-lessee's operations.

- 1.9 Grounds.** Ground maintenance will be the responsibility of the City.

- 1.10 Snow Removal.** Snow Removal will be the responsibility of the Lessee.

- 1.11 Building Safety.** Lessee agrees to arrange for annual inspection of fire alarm system, necessary repairs to system, smoke detectors, and monthly cleaning of common areas. City will provide annual inspection and upkeep of fire extinguishers.

- 1.12 Insurance.**

A. City Insurance. The City shall obtain and keep in force during the term of the lease a policy or policies of insurance or have evidence of coverage through a self-insured risk pool, covering loss or damage to the building and Lessee improvements and betterments which constitute a permanent fixture to the building. The policy will provide protection against perils included within the classification of fire, extended coverage endorsement (riot, explosion, damage by vehicle, civil commotion, smoke, hail, damage by aircraft and windstorm), vandalism, malicious mischief and sprinkler leakage. Said insurance shall provide for the payment for loss thereunder to the City. This insurance policy does not cover the personal premises of the Lessee and it is Lessee's own responsibility to provide insurance coverage for the premises.

B. Lessee Insurance. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insurer on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Premises insurance shall be written on an all-risk basis.

D. Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate.

2. Premises insurance shall be written covering the full value of Lessee's premises and improvements with no coinsurance provisions.

3. Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Lessee's insurance and shall not contribute to it.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

F. Verification of Coverage. Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

G. Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by premises insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

H. Notice of Cancellation. The Lessee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.


- 1.13 Subleases and Assignments.** The premises, in whole or in part, and appurtenances thereon may be subleased for any use not otherwise inconsistent with this Agreement without written approval from the City.
- 1.14 Nondiscrimination.** The Lessee agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex, age, sexual orientation or any other status protected under federal, state or local law.
- 1.15 Lessee Indemnification.** Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to the Premises, which arises out of Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the building, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The provisions of this section shall survive expiration or termination of this Lease.
- 1.16 Conformance to Laws.** The Lessee shall not operate, nor allow any sub-lessee to operate, in violation of Local, State and Federal rules regarding the treatment and storage of hazardous materials and hazardous waste, under penalty of termination of the Lease and recovery of any actual and incidental damages.
- 1.17 Lessee Not to Commit Waste.** Lessee agrees that it will not commit waste and that it will keep the Premises in a safe, sanitary, neat, presentable, and otherwise good condition, and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said Premises or the use, occupancy, or control thereof, and shall not suffer any improper or offensive use of said Premises.
- 1.18 Bankruptcy.** The Lessee for itself, its successors and assigns and for all persons claiming or to claim under it or them, hereby expressly covenants and agrees that if at any time the Lessee is adjudicated a bankrupt or a receiver of its premises is appointed in insolvency proceedings, then in that event this lease forthwith shall terminate and be at an end at the option of the City, this covenant being one of the considerations whereby City is induced to make this lease.
- 1.19 Delinquency and Failure to Abate.** If the Lessee shall default in the payment of rent or in the performance of any of the covenants contained in this lease or in the event Lessee fails to prevent, correct or abate, within a reasonable time after receiving notification from City to prevent, correct or abate nuisances or other grievances which cause directly or indirectly interference with, harm or damage, the operations or products of another tenant or tenants of City or in the event that the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, City may terminate this lease, and at the expiration of said ten days the term of this lease shall cease and expire as if it were the expiration of the original term. That in case this lease shall be terminated, canceled or forfeited under any of the terms and conditions herein contained or the demised premises be vacant for a period of ten (10) days, City shall immediately have the right to re-enter and take possession of said premises

and re-occupy the same without notice and without being liable for damages, and also any part of the premises herein demised that may have been subleased, notwithstanding that the terms are for the best rent it can obtain for the account of the Lessee who shall make good any deficiency, which shall be payable monthly.

- 1.20 Access to Leased Area.** That City, its servants, or agents, shall have at all reasonable times, access to any part of the aforesaid premises for the purpose of examining same or making any necessary repairs or changes in plumbing, electric wiring, or pipes, gas pipes, heating or other alterations and repairs in any part of the premises hereby leased, which it may be incumbent upon City to make.
- 1.21 Fire Damage.** The Lessee, in case of fire, shall immediately give notice thereof to City, who shall thereupon cause the damages to that portion of the building hereby leased to be repaired, but if the Premises be so damaged that City shall decide not to rebuild, or condemn the same, the term shall cease and the accrued rent shall be paid up to the time of said fire. In case, however, the destruction of the Premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by the Lessee for the purpose for which said premises are leased, then the rent shall be equitably apportioned and paid for the part so fit for occupancy.
- 1.22 Glass Damage.** In case of any damages or injury to the glass in the Premises or damage or injury to the same premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the Lessee, its agents, servants, guests, or employees, then the said Lessee shall cause the said damage or injury to be repaired in equal quality and type as promptly as possible at its own cost and expense, otherwise the same shall be replaced by City at the cost of the Lessee.

IN WITNESS WHEREOF, the parties hereto have each caused this lease agreement to be executed as of the date first above.


The City of Goldendale, Lessor:

By: 
David Jones, Mayor

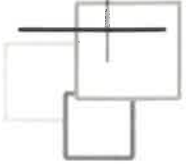
Jenson Fabrication LLC, Lessee:

By: 
Diana Adams, Chief Executive Officer

Attest


Sandy Wells, City Clerk

Account Activity



Reference	Vendor Name	Fiscal Description	Date	Amount	Number
105-000-000-362-90-03-00	Incubator Building B Rent				
Budget					
2026 - Budget				\$13,296.00	
Total Budget				\$13,296.00	
Receipt					
CM Receipt Number - 16530	Receiving Vendor		2/11/2026	\$555.17	CM Deposit - 2/11/2026
Total Receipt				\$555.17	
Total 105-000-000-362-90-03-00				\$13,296.00	Actual

New rent $1108.00 \times 12 = 13296.00$
 request $554.00 \times 12 = 6648.00$

- Change budget
 Amount by - \$ 6648.00

Toss Lease

**LEASE AGREEMENT BETWEEN THE CITY OF GOLDENDALE, WASHINGTON
AND
Toss Products LLC
REGARDING
THE CITY INCUBATOR BUILDING**

THIS LEASE AGREEMENT, hereinafter referred to as the "Agreement," is made this 25th day of October, 2023, by and between the City of Goldendale, a Washington municipal corporation, hereinafter referred to as "the City," and Toss Products LLC, hereinafter referred to as "Lessee."

In consideration of the mutual promises, covenants, condition, and terms to be kept and performed, it is agreed between the parties hereto as follows:

1. **Term.** The term of this Lease shall be five (5) years beginning October 17th 2023, 2023 and terminating at midnight on October 17th 2028, 2028.
2. **Termination.** This Lease may be terminated for any reason at any time by either Party upon thirty (30) days' prior written notice by one Party to the other.
3. **Lease Premises.** The City hereby leases to the Lessee 1,900 square feet in suite A of the City of Goldendale's Business Incubator building situated at 306 Industrial Way St., Goldendale Washington, and legally described as LOT 10 BLK 2 PHASE 2GOLDENDALE INDUSTRIAL PARK SWSE 20-4-16 (the "Premises").

4. **Lease Rate.**

- First year lease rate \$1.00
- Second year lease rate 25% psf of market value (\$475) paid monthly. Or 15% (\$285)
- Third year lease rate 50% psf of market value (\$950) paid monthly. Or 30% (\$570)
- Fourth year lease rate 75% psf of market value (\$1,425) paid monthly. Or 60% (\$1140)
- Fifth year lease rate 100% psf of market value (\$1,900) paid monthly.

For purposes of this section, market value shall be determined by reference to the value of the building as determined by the Klickitat County Assessor.

5. **Permitted Uses.** The Premises is located on land zoned as Light Manufacturing (M-1), therefore all permitted uses must follow existing chapter 17.34 Goldendale Municipal Code.
6. **Utilities.** Lessee will pay for the cost of sewer service, water, electricity, internet, natural gas, and telephone utilities. If there is more than one tenant per suite the parties herein agree to split the cost of utilities.

AGENDA BILL: H4

AGENDA TITLE: Water Service – Outside City Connection Request

DATE: April 6, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The city has received two requests for water service outside the city limits of Goldendale but inside our water service area at 2112 N Columbus & 2100 N Columbus Attached is a map of the purposed parcel for a water connection and a map of the water service area. Staff will be present to discuss.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE OUTSIDE CITY LIMIT CONNECTION REQUEST FOR 2112 N COLUMBUS AVE AND 2100 N COLUMBUS AVE

CITY OF GOLDENDALE
 1103 S COLUMBUS AVE
 GOLDENDALE WA 98620
 509-773-3771

2025 - 2026

PUBLIC WORKS PERMIT

04160800003600

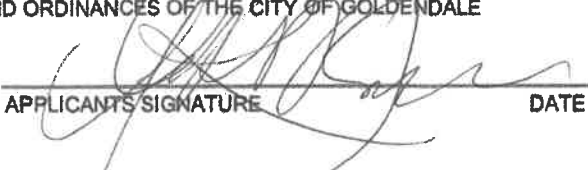
RECORDED OWNER Gina Rae Mosbrucker			LOCATION OF PROPERTY 2100 N. Columbus Avenue	
Mailing Address for Owner 605 S. Columbus Avenue			CONTRACTORS NAME Chad Moody Firwood / Gary Erickson	
City Goldendale	State WA.	Zip Code 98620	Contractor's WA State License No/Expiration Date ID - FIRWOAST93NZ / GC GLCON 085CQ	
FEES			WORK TO BE DONE	
Right-of-Way	\$5.00		Right-of-Way	Amount \$
Driveway Approach	\$100.00		Driveway Approach	\$
Sidewalk/Curb	\$100.00		Sidewalk/Curb	\$
Crossconnection/Backflow Device	\$25.00	1	Crossconnection/Backflow Device	\$
Water Line Repair	\$50.00		Water Line Repair	\$
Sewer Line Repair	\$50.00		Sewer Line Repair	\$
New Water Connection	\$3,000.00	2	New Water Connection	\$ 6000.00
New Sewer Connection	\$3,000.00	3	New Sewer Connection	\$
Storm Drain	\$25.00		Storm Drain	\$
Street Cut	\$50.00	4	Street Cut	\$
Street Bore	\$50.00		Other Inspections	\$
Bell Holes	\$50.00		Other	\$
			Total	\$
1 Inspection is only to make sure it is installed properly, NOT to test device 2 Based on a 3/4" water meter in City Limits (\$6000.00 out of city limits) 3 Based on a 3/4" sewer meter in City Limits (\$6000.00 out of city limits) 4 Arterial Streets - \$50.00 plus \$12.00 per square foot Other Streets - \$50.00 plus \$6.00 per square foot			ALL WORK MUST BE INSPECTED BY THE CITY BEFORE CONCEALMENT. THIS DEPARTMENT MUST HAVE 24 HOURS NOTICE FOR ALL INSPECTIONS. ALL FEES MUST BE COLLECTED BEFORE PERMIT CAN BE ISSUED	

DESCRIPTION OF WORK:

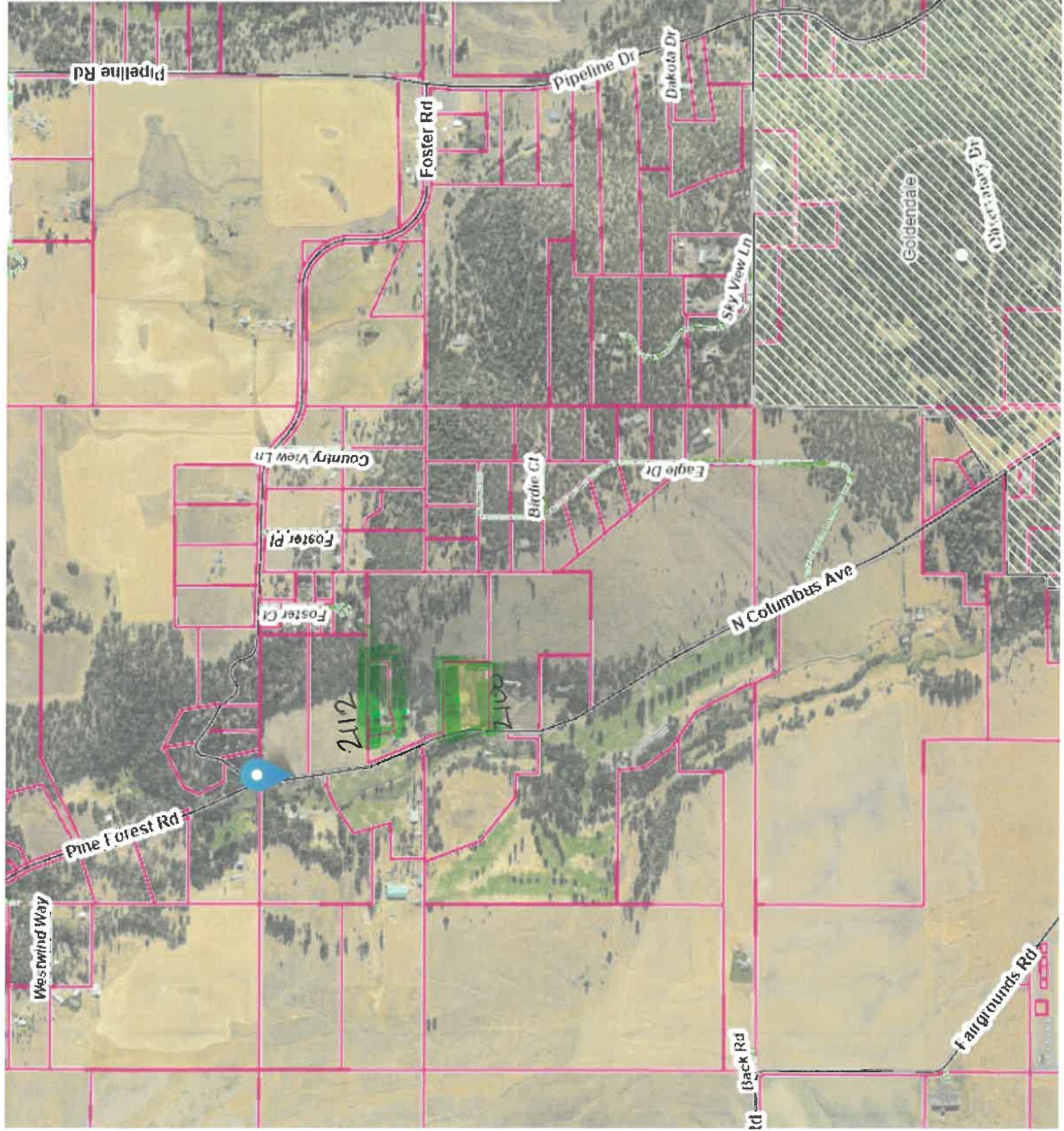
New Water Connection - Prepare New House Build.

* 2110 N. Columbus - City Water Hookup Currently Next Door.

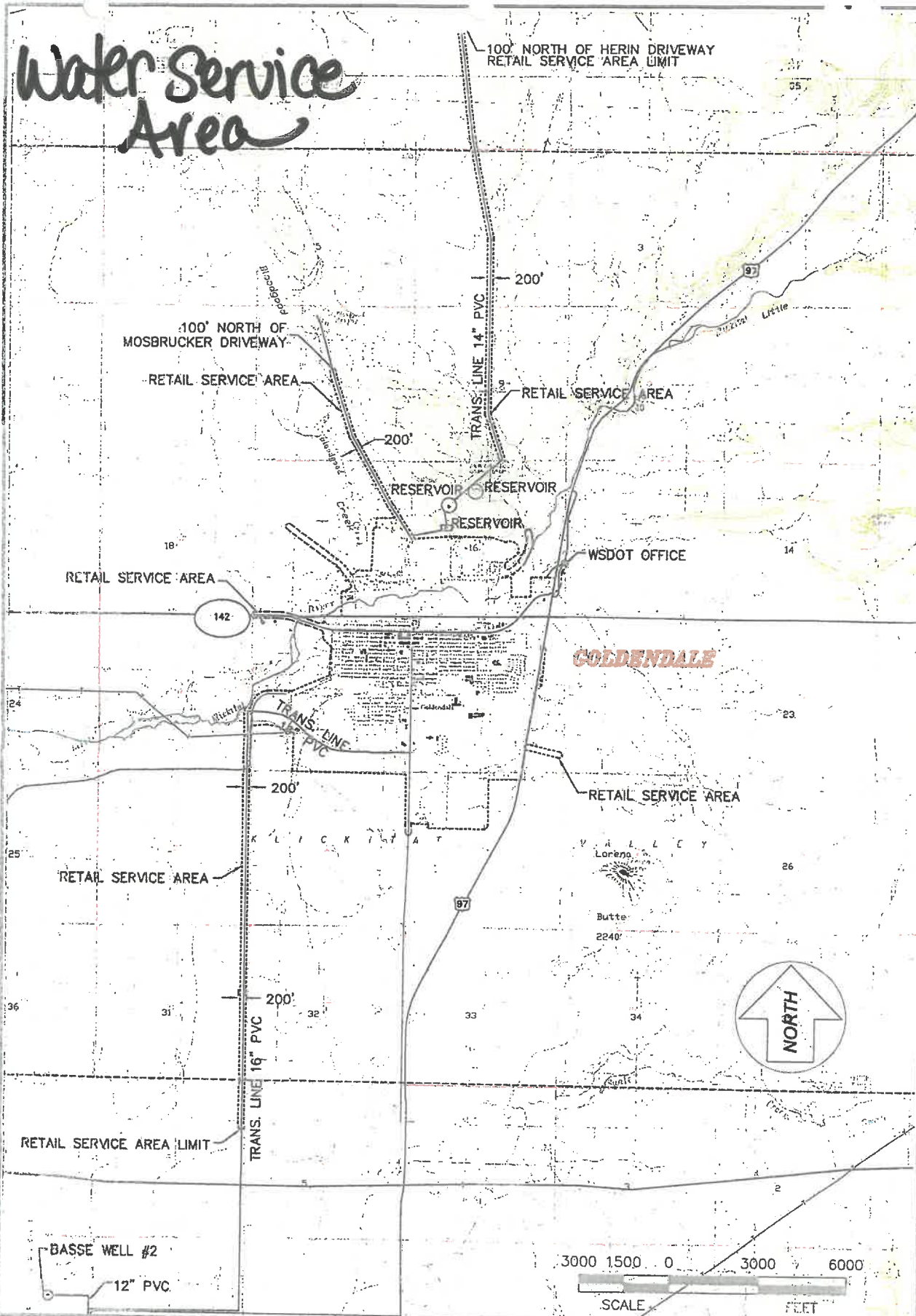
I CERTIFY NO WORK WILL BE DONE EXCEPT AS DESCRIBED ABOVE OR ON ACCOMPANYING PLANS. ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH ALL CODES AND ORDINANCES OF THE CITY OF GOLDENDALE


 APPLICANT'S SIGNATURE _____ DATE 3/27/26
 PUBLIC WORKS DIRECTOR _____ DATE

shape: polygon
 PARCEL_NUM: 04160800003600
 LEGAL: TAX LOT 22 IN NWSE 8-4-1
 NAME: MOSBRUCKER, GINA
 ADDRESS: 605 S COLUMBUS AVE (C
 SURVEY1: 1067672
 SURVEY2: 236676
 SURVEY3:
 AUDITOR_NO: 1057455
 COMMENT:
 ACRES: 4.33
 LAND: 69050
 IMPRV: 0
 TOTAL_AV: 69050
 TAXCODE: 37
 USECODE: 91
 Shape_Length: 817.944718
 Shape_Area: 38488.53381
 Show on map
 Feature Selection Buffer



Water Service Area



PSE Pioneer Surveying & Engineering, Inc.
 Civil Engineering and Land Planning
 125 Simcoe Drive
 Goldendale, Washington 98620
 Phone (509) 773-4945, Fax (509) 773-6888
 E-Mail pse@gorge.net

CITY OF GOLDENDALE
PUBLIC WORKS DEPARTMENT
 1103 S. Columbus Ave.
 Goldendale, Wa. 98620
 509-773-3771

SCALE
 HORZ. NTS
 VERT. NTS

RETAIL SERVICE AREA
 CITY OF GOLDENDALE
 WATER SYSTEM PLAN

Figure
1-5

AGENDA BILL: I1

AGENDA TITLE: Res No 752 – Adopting the City’s Amended Personnel Policy Manual

DATE: April 6, 2026

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____
RESOLUTION X OTHER _____
MOTION X

EXPLANATION:

As Mayor I am respectfully requesting that the City Council review and consider updating the City’s employee longevity provisions in the personnel policy along with the vacation schedule for 8-hour employees and 10-hour employees to match the union employee’s longevity and vacation schedule. Longevity pay plays an important role in retaining experienced employees, maintaining institutional knowledge, and recognizing long-term commitment to public service.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION 752 ADOPTING THE CITY’S AMENDED PERSONNEL POLICY MANUAL

RESOLUTION NO. 752

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDENDALE, WASHINGTON, ADOPTING THE CITY'S
AMENDED PERSONNEL POLICY MANUAL**

WHEREAS, the Mayor and City staff have reviewed the City's personnel policy manual for conformity with current laws, policies, and practices, and have determined that certain changes to the personnel policy manual are necessary and appropriate; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the personnel policy manual in accordance with the recommendations of the Mayor and City staff;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City's updated Personnel Policy Manual, a true and correct copy of which is attached hereto as Exhibit A, is adopted and shall supersede all prior Personnel Policy Manuals.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON THIS 6 DAY OF APRIL 2026.

Dave Jones
Mayor

ATTEST:

Shelly Enderby
Clerk-Treasurer

APPROVED AS TO FORM:

CITY ATTORNEY

Pg 15 – Remove and added updated Longevity Schedule

Pg 16 – Changed Paydays from 5th and 20th to 10th and 25th

Pg 26 – Updated the accrual rate for vacation 8-hour schedule and added a chart for 10-hour schedule

Pg 33 – Added Juneteenth on the holiday schedule

CHAPTER 1 PURPOSE AND SCOPE

1.1 INTRODUCTION

These policies are a general informational guide to the City's current employment policies and ~~shall~~ should not be construed as a contract or to create a contractual obligation. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual as the City deems necessary and appropriate.

1.2 INTENT OF POLICIES

These policies are not intended to be a contract, express or implied, or a guarantee of employment for any specific duration. No supervisor or representative of the City has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless in writing, approved by the City Council and signed by the ~~Mayor~~ mayor.

1.3 SCOPE OF POLICIES

These personnel policies apply to all City employees: provided, however, where the application of these policies would conflict with applicable civil service rules and regulations or other laws, the provisions of the civil service rules or other laws shall govern. These policies shall not apply to elected officials and independent contractors. In addition, these policies will not apply to employees covered by a collective bargaining agreement, unless specifically incorporated into the collective bargaining agreement by reference.

1.4 CHANGING THE POLICIES

Employees may suggest future specific changes to these policies by submitting suggestions to their department heads. Such requests from employees may be considered and adopted by the City Council in its discretion. As the need arises, the City Council may modify these ~~polices~~ policies with advance written notice to the employees.

1.5 DEFINITIONS.

- A. Department Head: ~~An:~~ An employee who has responsibility for directing and controlling one or more departments within the ~~City~~ city organization.
- B. Exempt Employee: ~~An:~~ An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and who is excluded from the definition of employee in the Washington Minimum Wage Act.
- C. Immediate Family: ~~An:~~ An ~~employee's~~ employee's immediate family includes the ~~employee's~~ employee's spouse or domestic partner, child, parent, siblings, mothers and

fathers-in-law, sons and daughters-in-law, grandparents, and step relatives of the same degree listed above

- | D. Probationary Employee: ~~Employees~~; Employees who have not yet completed their probationary period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include probationary employees.
- | E. Regular Full-time Employee: ~~An~~; An employee who has successfully completed his/her probation period, who has been certified to regular employment status, and who regularly works a minimum of forty (40) hours a week on a continuing basis.
- | F. Regular Part-time Employee: ~~An~~; An employee who works less than forty (40) but at least twenty (20) hours a week on a continuing basis and may be eligible for pro-rated City benefits.
- | G. Temporary/Seasonal Employee: ~~An~~; An employee who holds a job of limited duration arising out of special projects, abnormal work loads or emergencies. Temporary/Seasonal employees are not eligible for City benefits.
- | H. Work Week: ~~A~~; A work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**CHAPTER 2
GENERAL POLICY AND PRACTICES**

2.1 EQUAL EMPLOYMENT OPPORTUNITY

- A. The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and determines terms and conditions of employment for all employees and job applicants without discrimination based on sex, race, color, religion, national origin, pregnancy, age, marital status, disability, or disabled or Vietnam-era veterans' status.
- B. Employees with life threatening illnesses, such as cancer, heart disease, or HIV/AIDS conditions, or communicable diseases such as tuberculosis or influenza, are treated the same as other employees. They are permitted to continue working so long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions when substantial and unusual safety risk to fellow City employees or the public exists.

2.2 HARASSMENT

- A. The City is committed to ensuring that the practices and conduct of all its employees comply with the requirements of federal law and state laws against employment discrimination. Finally, the City expects all employees to work in a manner that respects the feelings and dignity of their co-workers. It is the policy of the City that all employees have the right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, sexual orientation, any physical or mental disability, or any other protected status or characteristic. Any such harassment of employees by their co-workers or supervisors or by the city's vendors will not be tolerated by the City.
- B. For the purpose of this policy, "sexual harassment" is unwelcome behavior of a sexual nature that affects terms and conditions of employment. Sexual harassment includes (1) sexual advances and other verbal or physical conduct where submission to the advances or conduct is made a term or condition of employment or is used as the basis for employment decisions and (2) unwelcome verbal or physical conduct of a sexual nature that interferes with an employee's work or creates a hostile, intimidating, or offensive work environment. Some examples of sexual harassment include but are not limited to:
 - 1. Unwelcome or unwanted flirtations, propositions, or advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, putting one's arm around another, or any other similar physical contact considered unacceptable by another individual.

2. Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning an individual's employment.
 3. Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance when such comments go beyond an isolated innocuous compliment; off-color jokes or offensive language; or any other tasteless, sexually oriented comments, innuendoes, or offensive actions, including leering, whistling, or gesturing.
 4. Participation in fostering a work environment that is generally intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, office décor, suggestions, requests, demands, physical contacts, or attention.
- C. For the purpose of this policy, "other harassment" (non-sexual) is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of such individual's protected statuses or characteristics such as his/her race, color, religion, gender, national origin, age, marital status, sexual orientation, and any physical or mental disability or that of his/her relatives, friends, or associates and that:
1. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
 3. Otherwise adversely affects an individual's employment opportunities.

Examples of such harassment includes, but is not limited to: using epithets, slurs, or negative stereotypes; or threatening, intimidating, or engaging in hostile acts that relate to protected statuses or characteristics such as those referred to above (including purported jokes or pranks or placing on walls, bulletin boards, or elsewhere on the work premises or circulating in the workplace written or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic).

2.3 COMPLAINT PROCESS

- A. An employee who believes that he or she is being harassed in violation of this policy should report the incident promptly and *within 180 calendar days* after the cause has occurred or should have been discovered.
- B. A complaint can be made verbally or in writing to the employee's supervisor or the employee's Department Head. In ~~addition~~addition, or in the alternative, as the

employee may wish, the complaint may be brought to the attention of the City Administrator or the Mayor.

- C. The complaint ~~form~~forms available from the Department Head or the City Administrator may be used to file a written complaint hereunder. A harassment complaint will be handled as follows:
1. Every complaint is to be reported promptly to the City Administrator, or Mayor either by the complainant or by the person receiving the complaint.
 2. The complaint will be immediately investigated. However, choice of investigator, level of formality, and the procedures used in the investigation may vary, depending upon the nature of the allegations and full circumstances of the situation, including the context in which the alleged incidents occurred.
 3. Confidentiality will be maintained throughout the investigatory process to ~~thean~~ extent practical and consistent with the City's need to undertake a full investigation.
 4. There shall be no retaliation by the City, its officers, elected officials, supervisors, or other employees toward any employee bringing a complaint in good faith or cooperating with the investigation of a harassment complaint.
 5. Where the investigation confirms the allegations, the ~~City~~city will take prompt corrective action and, where appropriate, discipline the offending individual. Discipline may include verbal and written reprimands, professional counseling, reassignment, or other appropriate action, up to and including termination. The affected individuals will be informed of the outcome of the investigation.
 6. There may be instances in which an employee reporting harassment seeks only to discuss the matter informally and does not wish the ~~City~~city to undertake an investigation or to take further steps. The ~~City~~city will attempt to honor the wishes of the reporting individual. In such situations, the City may arrange some informal mechanism for resolving the issues. However, an individual reporting harassment should be aware that the ~~City~~city may decide it must take action to address the harassment beyond informal means.
- D. The Mayor, or his/her designee, shall be responsible for disseminating information on the City's Policy Against Sexual and Other Kinds of Harassment, for developing training programs and guidelines for preventing sexual or other forms of harassment, and for investigating and resolving allegations of harassment.
- E. All department heads are assigned responsibility for implementing this policy, ensuring compliance with and knowledge of its terms, and for taking immediate and appropriate corrective action where warranted. Department Heads must open and maintain channels of communication to permit employees to raise concerns of sexual or other harassment without fear of retaliation, stop any observed harassment, and treat harassment matters

with sensitivity, confidentiality, and objectivity. A department head's failure to carry out these responsibilities may be reflected in the department head's performance review or salary adjustment or may result in discipline or termination.

2.4 EMPLOYEE PERSONNEL RECORDS.

- A. A personnel file for each employee is kept under the control of the Clerk ~~Treasurer~~ ~~City Administrator~~. Access to that personnel file is limited to the employee, the ~~employees~~ ~~employee's~~ immediate supervisor, the Department Head, Mayor and City Administrator, unless otherwise required by law. An ~~employees~~ ~~employee's~~ personnel file will include the employees name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.
- B. An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the immediate supervisor, Department Head, or City Administrator denies the employees request to remove the information, the employee may deliver a written rebuttal statement to be delivered to the ~~Mayor~~ ~~mayor~~ to be placed in his/her file.
- C. Personnel files are kept confidential to the maximum extent permitted by law. Thus, generally speaking, except for routine verifications of employment and information subject to disclosure under the Washington Public Records Disclosure law, no information from an employees personnel file will be released to the public, including the press, without a written request or authorization from the employee for specific information.

2.5 REFERENCES

- A. The City does not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee, which consent shall include a written release of the City from all liability.
- B. Only the Mayor, City Administrator or the employees Department Heads will provide employment references ~~enfor~~ current or former City employees.

**CHAPTER 3
RECRUITING AND HIRING**

3.1 RECRUITING EMPLOYEES.

- A. It is the policy of the City of Goldendale that all vacant regular, full-time and part-time employment positions with the City of Goldendale will be filled only after advertising the position. Unless the position is filled through in-house promotion, advertisements shall be published no less than once per week for two (2) consecutive weeks in a newspaper or publication with general circulation in the Goldendale area. The City Administrator will ensure that all applications received for a position are kept for a period of two (2) years, however, an application is active and may be considered for an opening for only six months. Publication of an additional notification may not be needed if a similar position is being filled within a six (6) month time frame.
- B. Recruiting practices are conducted without discrimination as to race, color, religion, national origin, sex, marital status, pregnancy, disability, age, or disabled or Vietnam-era ~~veterans~~~~veterans'~~ status.
- C. Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.
- D. Any applicant supplying false or misleading information will be eliminated from consideration and is subject to immediate termination, if hired before the falsification is discovered.

3.2 HIRING EMPLOYEES.

- A. When a position becomes vacant, and prior to any posting or advertisement of the vacancy, the Department Head shall review the position, its job description and the need for such a position. The Department Head shall receive approval from the ~~Mayor~~~~mayor~~, or his/her designee, prior to filling the position. Current employees of the City shall have the first opportunity to apply for promotions, transfers or voluntary demotions prior to the posting or publicizing of any job vacancy (see Section 3.6 of these policies). The ~~Mayor~~~~mayor~~ may waive the procedure for first taking applications ~~off~~~~from~~ current employees if it is deemed to be in the best interest of the ~~City~~~~city~~.
- B. Residency within the City shall not be a condition of employment; provided, however, an ~~employee~~~~employee's~~ selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.
- C. Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid

Washington State Drivers License with any necessary endorsements. Driving records of applicants will be checked. Applicants with poor driving records, as determined by the ~~City~~city, may be disqualified from employment with the ~~City~~city in positions requiring driving.

- D. The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the ~~City~~city. The City may contract with any competent agency or individual to prepare and/or administer examinations. The ~~City~~city may also conduct certain background procedures as required by law. Examples of such procedures ~~include:~~include requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement.
- E. After an offer of employment has been made and prior to commencement of employment, the ~~City~~city may require ~~persons~~people selected for employment to successfully pass a medical or psychological examination related to this position offered (which may include testing for alcohol and controlled substances).
- F. A candidate may be disqualified from consideration if: (1) found to be physically or mentally unable to perform the duties of the position, and the individual's condition cannot reasonably be accommodated in the workplace; (2) the candidate refuses to submit to a pre-employment medical or psychological examination or to complete medical history forms; or, (3) if the pre-employment exam reveals use of alcohol and/or controlled substances.

3.3 TEMPORARY/SEASONAL EMPLOYEES: NON-EXEMPT.

- A. With approval of the ~~Mayor~~mayor, or his/her designee, temporary/seasonal employees may be used during emergencies or other peak workload periods; or to temporarily replace regular employees absent due to disability, illness, vacation, or other approved leave; or to temporarily fill a vacancy until a regular employee is hired.
 - 1. Temporary/seasonal employees may be hired without competitive recruitment or examination.
 - 2. Temporary/seasonal employees may not work more than six (6) months in a calendar year.
- B. Temporary/seasonal employees are eligible for overtime pay as required by law. Temporary/seasonal employees do not normally receive retirement, vacation, sick leave, health insurance, holiday, or any other benefits during their employment.
- C. Employment of minors will only be allowed on a temporary, part-time basis, and only in accordance with Child Labor Laws.

3.4 PROBATIONARY PERIOD.

- A. All newly hired employees, or former employees who have been rehired, or employees promoted to a new classification, enter a probation period which is considered an integral part of the selection and evaluation process. During the probation period an employee is required to demonstrate suitability for the position through actual work performance.
- B. The normal probation period is six (6) months from the ~~employee's~~ employee's date of hire, rehire or promotion.
- C. An employees probation period may be extended for up to an additional six (6) months when needed due to circumstances such as extended illness or a need to continue to evaluate an employee's performance.
- D. New probationary employees accrue vacation and sick ~~leave, but~~ leave but are not eligible to use vacation until after three (3) months. Current City employees transferring or being promoted to another City employment position shall transfer with accumulated benefits to this new position. New probationary employees who are dismissed, resign, or for any other reason leave the ~~employment~~ employment of the City during the probationary period shall not accrue or be paid for vacation leave.
- E. During the probation period, the employee may be terminated at any time, with or without cause.
- F. When a Department Head determines an employee has satisfactorily completed the probation period, the Department Head shall prepare a written performance evaluation and shall notify the City Administrator. If the probation period is satisfactorily completed, the employee shall be notified in writing of regular employment status and until so notified shall be a probationary employee.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM).

- A. Employee's immediate family members and those living together as domestic partners will not be employed by the ~~City~~ 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~~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~~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 become domestic partners. If no decision has been made during this time, the most recently hired employee will be terminated.

3.6 PROMOTIONS AND TRANSFERS: NON-EXEMPT EMPLOYEES.

- A. The ~~City~~city encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the Department Heads recommendation, work force requirements, performance evaluations, job descriptions and related City qualifications ~~and requirements and~~ ~~and requirements and~~ and will be subject to approval by the ~~Mayor~~mayor, or his/her designee and the City Council, where applicable.
- B. Regular employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her probation period and possess the qualifications for the vacant position, unless the ~~Mayor~~mayor, or his/her designee, determines that it is in the best interest of the City to waive such requirements.
- C. After promotion to a new position, a new probation period of six (6) months must be completed, unless waived or reduced by the Department Head. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee, if such position is vacant.

**CHAPTER 4
HOURS OF WORK AND ATTENDANCE**

4.1 HOURS OF WORK AND OVERTIME.

- A. The standard work week for the City is Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch period. There may be deviations from this standard depending upon work location or department as determined by the Mayor, or designee.
- B. A normal working schedule for regular, full-time employees, except for those classified as exempt, consists of forty (40) hours each work week.
- C. Part-time and temporary/seasonal employees will work hours as specified by their Department Heads.
- D. All City positions are designated as either exempt or non-exempt in accordance with the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act (WMWA).
- E. Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum number of hours during a work period in accordance with the FLSA and WMWA.
- F. All overtime shall be pre-approved by the employees Department Head.
- G. When computing overtime, holidays, sick leave, vacation time, comp time and bereavement leave will be counted as hours worked. Overtime will take effect when the employee has worked in excess of forty (40) hours in one week or 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, or has worked more than 172 hours, within the FLSA 28 day formula for law enforcement officers.
- H. Employees are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.
- I. Exempt employees are not covered by the FLSA and WMWA overtime provisions and do not receive overtime pay or compensatory time.

4.2 ATTENDANCE.

- A. Punctual and consistent attendance is a condition of employment. Each Department Head is responsible for maintaining an accurate attendance record of his/her employees.

- B. Employees unable to work or unable to report to work on time should notify their Department Head or their immediate supervisor as soon as possible, ordinarily before the ~~work day~~workday begins or within thirty (30) minutes of the ~~employees~~employees' usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the Department Head or administrative assistant is unavailable, the employee shall leave a message with the Mayor, City Administrator or ~~their administrative~~their administrative assistant, stating the reason for being late or unable to report for work.
- C. Employees are expected to be at work during inclement weather. Department Heads may allow employees to be late or leave early during severe weather conditions. However, for non-exempt employees, non-attendance will be counted as absence from work and will be charged to accrued vacation time.
- D. An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

4.3 COMPENSATORY TIME

- A. Non-exempt employees eligible for overtime pay may request compensatory off instead of cash payment. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours for regular employees.
- B. Employees may use compensatory time within a reasonable time period after making a request to their department head, unless doing so would unduly disrupt City operations. In view of the small number of employees of the ~~City~~city in each Department, compensatory time should normally be used for short-term absences from work during times mutually agreed to by the employee and his/her department head. Accumulation of compensatory time to be used as substitute for extended vacation time off is not normally permitted.
- C. 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 ~~employee~~employees, along with the regular pay for hours worked in November.

4.4 BREAKS AND MEAL PERIODS.

Employees shall be allowed to take one (1) fifteen-minute break for every four (4) hours worked. All breaks ~~shall~~should be arranged so that they do not interfere with City business or service to the public. Meal periods shall be scheduled by the employees Department Head. The scheduling of meal periods may vary depending upon department workload.

4.5 CALL BACK.

All employees are subject to call back in emergencies or as needed by the ~~City~~city to provide necessary services to the public. ~~Employees~~Employees who are called back to duty will be paid one and one-half (1.5) times their regular rate of pay for all hours worked; provided, however, the Employee shall receive not less than two (2) hours at the overtime rate.

4.6 PAYROLL RECORDS.

The official payroll records are kept by the ~~Clerk Treasurer~~City Administrator. Each Department Head shall turn in on a bimonthly basis a signed timesheet for each employee within their department, noting hours worked, leave taken, and overtime hours worked. The ~~Mayor~~mayor, or his/her designee, shall sign timesheets for Department Heads.

**CHAPTER 5
COMPENSATION**

5.1 SALARY CLASSIFICATION AND GRADES.

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the City's salary and wage matrix.

5.2 EMPLOYEE PAY RATES.

- A. Employees are paid within the limits of the wage range to which their positions are assigned.
- B. Usually, new employees will start their employment at the entry level step for their classification. However, a new employee may be employed at a higher step than the entry level when the employees experience, training, or proven capability warrant.
- C. Salary adjustments may be granted, ~~upon~~ the recommendation of the ~~Mayor~~ mayor and approval of the City Council. If an ~~employee's~~ employee's performance is consistently unsatisfactory, as based on the Job Performance Evaluation, the Department Head/City Administrator/Mayor may defer a scheduled classification pay increase for a stipulated period of time or until the ~~employee's~~ employee's job performance is satisfactory.
- D. In the event an employee enters a higher classification by promotion, the employee's salary in the higher class shall be 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; in that event the Mayor, or his/her designee, shall determine what salary the employee shall receive within the pay range of the higher class.
- E. The City Council may grant an ~~across-the-board~~ across-the-board pay adjustment (cost of living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications.

5.3 LONGEVITY PAY.

- A. Each regular full-time employee of the City of Goldendale shall, after reaching Step C of their designated range on the salary matrix, receive monthly longevity pay in accordance with the following table. The monthly longevity pay shall be in addition to the employee's regular monthly pay.

LONGEVITY SCHEDULE

Completed Years of Service	Completed Months of Service	Monthly Longevity Increment Pay	Hourly Longevity Increment Pay
10	120	\$20.00	.12
11	132	\$40.00	.23
12	144	\$60.00	.35
13	156	\$80.00	.46
14	168	\$100.00	.58
15	180	\$125.00	.72
16	192	\$150.00	.87
17	204	\$175.00	1.01
18	216	\$200.00	1.15
19	228	\$225.00	1.30
20	240	\$255.00	1.47
21	252	\$285.00	1.64
22	264	\$315.00	1.82
23	276	\$345.00	1.99
24	288	\$375.00	2.16

Completed Years of service	LONGEVITY SCHEDULE	
	Monthly Longevity Increment Pay	Hourly Longevity Increment Pay
<u>5</u>	<u>\$30</u>	<u>\$0.17</u>
<u>6</u>	<u>\$60</u>	<u>\$0.35</u>
<u>7</u>	<u>\$90</u>	<u>\$0.52</u>
<u>8</u>	<u>\$120</u>	<u>\$0.69</u>
<u>9</u>	<u>\$150</u>	<u>\$0.87</u>
<u>10</u>	<u>\$180</u>	<u>\$1.04</u>
<u>11</u>	<u>\$210</u>	<u>\$1.21</u>
<u>12</u>	<u>\$240</u>	<u>\$1.38</u>
<u>13</u>	<u>\$270</u>	<u>\$1.56</u>
<u>14</u>	<u>\$300</u>	<u>\$1.73</u>
<u>15</u>	<u>\$330</u>	<u>\$1.90</u>
<u>16</u>	<u>\$360</u>	<u>\$2.08</u>
<u>17</u>	<u>\$390</u>	<u>\$2.25</u>
<u>18</u>	<u>\$420</u>	<u>\$2.42</u>
<u>19</u>	<u>\$450</u>	<u>\$2.60</u>
<u>20</u>	<u>\$480</u>	<u>\$2.77</u>

← Formatted Table

<u>21</u>	<u>\$510</u>	<u>\$2.94</u>
<u>22</u>	<u>\$540</u>	<u>\$3.12</u>
<u>23</u>	<u>\$570</u>	<u>\$3.29</u>
<u>24</u>	<u>\$600</u>	<u>\$3.46</u>
<u>25</u>	<u>\$630</u>	<u>\$3.63</u>
<u>26</u>	<u>\$660</u>	<u>\$3.81</u>
<u>27</u>	<u>\$690</u>	<u>\$3.98</u>
<u>28</u>	<u>\$720</u>	<u>\$4.15</u>
<u>29</u>	<u>\$750</u>	<u>\$4.33</u>
<u>30</u>	<u>\$780</u>	<u>\$4.50</u>

Formatted: Left

5.4 PAYDAYS.

- A. City employees will be paid on a semi-monthly payroll system. ~~Employee~~Employees pay checks for the period between the first (1st) day of the month and the fifteen (15th), will be issued on or before the ~~twentieth (20th)~~twenty fifth (25th) day of the month. ~~Employee~~Employees pay checks for the period between the sixteenth (16th) day of the month and the last day of the month, ~~will~~which will be issued on or before the ~~fifth (5th)~~tenth (10th) day of the following month.

- B. If the ~~twentieth (20th)~~twenty fifth (25th) or the ~~fifth (5th)~~tenth (10th) day of the month falls on either a Holiday, a Saturday or a Sunday, payroll checks will be available on the preceding Friday.

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

5.5 DEDUCTIONS.

Some regular deductions from the ~~employee~~employees' earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the ~~employee~~employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, applicable union contract, or statute. Voluntary deductions must be requested in writing by the employee to ~~the Payroll~~the Payroll Department.

5.6 COMPENSATION UPON TERMINATION.

When a regular ~~employee~~employee's employment with the ~~City~~city is terminated by retirement, dismissal or resignation, the employee will receive the following compensation:

- A. Upon termination of employment by retirement, dismissal or resignation, all regular employees shall be paid for accrued and unused vacation time, provided however, that the employee has successfully completed his/her probation period.

- B. At the date of retirement, dismissal or resignation, all regular employees shall be ~~paid~~ ~~for~~paid 25% of accrued and unused sick time (not to exceed 240 hours), provided however, that the employee has successfully completed his/her probation period. In order to be eligible to receive compensation for accrued sick leave, the employee must give at least two (2) weeks notice prior to the effective date of his/her retirement or resignation.
- C. In case of death of an employee, the designated beneficiary of the deceased will be paid for accrued and unused vacation time and 100% of accrued and unused sick leave.

**CHAPTER 6
PERFORMANCE EVALUATIONS, TRAINING, AND TRAVEL POLICY**

6.1 PERFORMANCE EVALUATIONS.

- A. To achieve the City's goal ~~to train~~of training, promote and retain the best qualified employee for every job, the ~~City~~city conducts performance evaluations for all positions at least annually.
- B. The City Administrator is responsible for developing and maintaining the City's performance evaluation program.
- C. Employees are to be evaluated by their Department Heads every three (3) months during their probationary period and at least once every twelve (12) months thereafter.
- D. The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or whether the employee is promoted, transferred, demoted, laid off, or terminated.
- E. The employee is to be allowed a reply or rebuttal statement indicating his/her agreement or disagreement with the evaluation findings. The statement will be attached to the evaluation form and filed with the employee's personnel record.

6.2 TRAINING POLICY.

- A. The City seeks, within the limits of available resources, to offer training to increase an ~~employees~~employee's skills, knowledge and abilities directly related to City employment, to obtain and maintain required licenses and certifications, and to develop staff resources. Opportunities may ~~include, but~~include but are not limited ~~to~~to on-the-job training, in-house workshops, and seminars and workshops sponsored by other agencies or organizations.
- B. Subject to the prior written approval of the ~~Mayor~~mayor with respect to the course material and costs, the City may reimburse an employee's tuition and mileage costs if the employee attends and passes an educational course which would prove to be beneficial to the operation of the City and the employee's performance. The City shall pay for renewals of all required certifications needed for employment.

6.3 CIVIC ORGANIZATION REIMBURSEMENT

The ~~Mayor~~mayor may approve reimbursement for exempt ~~employees~~employees' membership in community or civic organizations if the exempt employee will be an active participant and the civic or service organization is an established one, such as the Chamber of Commerce, Rotary, Kiwanis or other organization found to have a benefit to the City.

6.4 TRAVEL POLICY.

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~~should be considered, the City or Department needs shall be the more important factor. Any ~~travel~~trip outside Washington or Oregon must be pre-approved by the ~~Mayor~~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~~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 ~~ones~~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~~be ~~given~~given according to that ~~organization's~~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~~above-mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (~~1~~)-week ~~week~~week prior to scheduled travel
2. MILEAGE REIMBURSEMENT RATE: Whenever possible, a ~~City~~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 transportation ~~services~~services. 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 air fares 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~~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~~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:

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 and is given 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~~ 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 \$5.00 dollars per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate expenditure or ~~proeedure~~procedures, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the ~~Mayor~~mayor, or his/her designee, and/or the City Council has the authority to accept or reject claims for reimbursement.

G. UNREIMBURSABLE 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.

CHAPTER 7 BENEFITS

Details of all insurance benefits are provided in separate summary plan descriptions provided to you when you become eligible to participate. The following is only a summary of current programs. Goldendale intends to continue these programs ~~indefinitely, but~~ indefinitely but may modify or discontinue a program.

7.1 RETIREMENT BENEFITS.

- A. The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.
- B. All regular uniformed employees in the City of Goldendale Police Department are covered by the Law Enforcement Officers and Firefighters Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.
- C. All regular full-time and eligible part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contributions rates are set by the State of Washington.
- D. Any employee intending to retire should notify his/her Department Head of his/her intent to retire at least three (3) months prior to the date of retirement.
- E. The City is a member of a deferred compensation plan which allows employees to make deferred deposits up to certain dollar limits defined by the IRS.

7.2 DISABILITY BENEFITS.

- A. All employees, except those covered by LEOFF 1, are covered by the State Industrial Insurance Program (Workers Compensation). This type of insurance covers employees in case of on-the-job injuries. For qualifying cases, State Industrial Insurance will pay the employee for ~~work-days~~ workdays lost as a result of an on-the-job injury. All on-the-job job-related accidents shall be reported immediately to the immediate Supervisor or Department Head. The Department Head shall promptly file a corresponding report with the City Administrator.
- B. When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers Compensation. If the employee files a claim, the City will continue to pay the employees regular salary pending receipt of Workers Compensation benefits, by use of the employees unused sick leave and then vacation leave.

- C. An employee receiving time loss from Worker's Compensation due to an on-the-job injury may use sick leave and then vacation leave, or if the employee submits to the City evidence of the amount of such time loss payments, the employee may request sick leave and then vacation leave to compensate for the difference between the time loss payments and full pay.
- D. When an employee is absent due to a job-related injury or illness, the City may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the essential duties and responsibilities of the position.

7.3 MEDICAL INSURANCE BENEFITS.

- A. Employees are eligible to participate in the City's medical insurance program. Coverage will begin on the first day of the month following the completion of the employee's initial ~~thirty~~ (thirty) (30) day employment period. The program and criteria for eligibility will be explained at the time the employee is hired.
- B. Regular, part-time employees will receive benefits on a pro-rata basis, based on regularly scheduled hours at date of hire. Should a regular, part-time employee temporarily receive an increase in hours of work, i.e., up to two (2) work weeks, they shall continue to receive their regular pro-ration of benefits. Should hours increase for a period of greater than two (2) consecutive work weeks, benefit pro-ration ~~shall~~ should be based on actual hours worked for said period.
- C. Upon mutual agreement between the employee and the City, and in accordance with the terms and conditions of the insurance policy, the City will continue health insurance coverage at the ~~employees~~ employees' expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the City.
- D. If an employee is receiving Workers Compensation benefits and becomes ineligible to participate in the City's medical insurance program the employee may choose to use his/her COBRA rights and self-pay insurance premiums.
- E. Upon an employee's termination from City employment, at the employee's option and expense, the employee may elect to continue City health insurance benefits to the extent provided under COBRA.
- F. Subject to the pro-rata adjustment for regular part-time employees, the City pays the monthly medical/dental/vision insurance premiums for all regular employees, , and their dependents, with the following limitations:
 - 1. Medical & Hospital Insurance:

The Employer provides medical and hospital insurance for the employees and 90% towards the cost of dependants' medical and hospital insurance

2. Dental Insurance:

The Employer provides a dental insurance plan for the employees and their dependents

3. Vision Insurance:

The Employer provides a vision insurance plan for all the employees and their dependents

7.4 UNEMPLOYMENT COMPENSATION.

City employees may qualify for Washington State Unemployment Compensation after termination from City employment subject to State guidelines.

**CHAPTER 8
LEAVES OF ABSENCE AND TIME OFF**

8.1 LEAVES.

The City has ten (10) different types of leave:

- A. Vacation Leave;
- B. Sick Leave;
- C. Leave Without Pay;
- D. Jury and Witness Leave;
- E. Administrative Leave;
- F. Military Leave;
- G. Family Medical Leave;
- H. Emergency Leave;
- I. Holiday;
- J. Religious Holiday

8.2 VACATION.

A. Each regular full-time employee is entitled to vacation leave, with pay, at his/her regular wage as follows:

Months of Completed Service	Monthly Accrual Rate In Hours	Yearly Rate in Hours Per Year
DOH - 24	06.67	80
25 - 60	08.00	96
61-108	10.00	120
109-168	12.00	144
169 and over	16.00	192

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 :

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75", Tab stops: Not at 1.78" +

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 *:

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75", Tab stops: Not at 1.8" + 1.8"

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

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

No vacation days will be accrued during a leave of absence without pay.

B. New employees do not accrue vacation leave during the six (6) months of their probationary period, but upon completion of six months of service shall be credited with vacation leave for such service according to the above schedule. Regular, part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.

During the first month of employment, vacation hours will be earned as follows:

- Start date before the 15th of the month: ~~full~~; full month accrual.
- Start date after the 15th of the month: one-half (1/2) month accrual.

During the last month of employment, vacation hours will be earned as follows:

- Last date before the 15th of the month: one-half (1/2) month accrual.
- Last date after the 15th of the month: full month accrual.

C. Each department is responsible for scheduling its ~~employees~~ employees' vacations without undue disruption of department operations. Vacation requests of three (3) days or longer normally shall be ~~submitted~~ submitted for at least one (1) weeks in advance of the requested time off.

Vacation schedules will be established by the Department Head and in so far as operating conditions and other needs permit, seniority will be considered in establishing such schedules and in resolving conflicting requests.

In the event of an unexpected personnel shortage or work overload, the ~~City~~ City may cancel ~~vacation~~ vacation without the payment of overtime and reschedule the vacation at a mutually agreeable time. Employees that have made travel plans shall be accommodated if the cancellation of vacation will result in an economic loss.

D. Maximum Vacation Carryover/Exception/Payout:

(a) Effective January 1, 2007, 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.

(6) The ~~buy-down~~buy-down provision outlined in subsection (3) above will be paid out in a separate check within the first ten (10) days of December of each year.

(7) The Employer's determinations regarding the above provisions shall be final and binding on the parties.

(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. 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.

(d) Vacation leave over the maximum accumulation cannot be carried over unless the department head, with the concurrence of the City Administrator or Mayor, 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 or Mayor, determine 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.

8.3 SICK LEAVE.

- A. All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees may accrue sick leave benefits on a pro-rated basis based on regularly scheduled hours. Temporary employees do not earn sick leave benefits.
- B. New employees do not accrue sick leave during the six (6) months of their probationary period, but upon completion of six months of ~~service~~service they shall be credited with sick leave for such service according to the above schedule. Employees do not accrue and may not use sick leave during their probationary period. Employees do not accrue sick leave benefits during a leave without pay.
- C. Sick leave covers those situations in which an employee is absent from work due to:
 - 1. Injury or illness to the employee;
 - 2. The need to care for the employees immediate family members who are ill;
 - 3. Medical or dental appointments for the employee, spouse, or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
 - 4. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - 5. Use of a prescription drug which impairs job performance or safety; and,
 - 6. Actual periods of temporary disability associated with pregnancy or childbirth.

Such employees may request additional time off beyond the actual period of disability, by using vacation leave, compensatory time, or leave without pay.

- D. A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The ~~City~~city may also ~~request~~~~an~~request an examination at its expense, performed by a physician of its choice, to determine if the employee can return to work and if he/she will be capable of performing the essential duties and responsibilities of the position.
- E. Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with prior approval of the ~~Mayor~~mayor, or his/her designee, take leave without pay. At the employee's option, vacation leave may be used as sick leave.
- F. During the first month of employment, sick hours will be earned as follows:
 - Start date before the 15th of the month: full month accrual.
 - Start date after the 15th of the month: one-half (1/2) month accrual.During the last month of employment, sick hours will be earned as follows:
 - Last date of employment before the 15th of the month: one-half (1/2) month accrual.
 - Last date of employment after the 15th of the month: full month accrual.
- G. Non-union employees may donate sick leave, in hour for hour increments, to another employee subject to the following conditions:
 - 1. The employee receiving the donation must have exhausted all paid accrued leaves.
 - 2. The employee(s) donating leave must maintain at a minimum eighty (80) hours of sick leave after donation.
 - 3. No employee may donate more than forty (40) hours sick leave within a one (1) year period.
- H. Sick leave can be accumulated to a total of nine-hundred sixty (960) hours, after which time, if not taken, it lapses month by month, which means at no time can an Employee have more than one hundred twenty (120) days of sick leave due. An Employee who accrues and maintains the total allowable sick leave entitlement (960 hours) shall be paid an additional \$25.00 per month for each month that the total entitlement is maintained.

8.4 LEAVE WITHOUT PAY.

- A. The ~~Mayor~~mayor may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.
- B. Full-time and part-time employees may be eligible for leave without pay subject to the following requirements:
 - 1. Leave may be granted to an employee for a period of up to ninety (90) days upon consultation with the Department Head and approval of the ~~Mayor~~mayor. Further extensions are at the sole discretion of the ~~Mayor~~mayor.
 - 2. Accrued vacation leave and any unused compensatory time must be exhausted prior to taking any leave without pay.
 - 3. An ~~employee~~employee's benefits are suspended during the period of unpaid leave until the employee returns to work, except as provided in Section 8.8. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay, except as identified in Section 8.4(B)(4).
 - 4. In certain circumstances, self-payment of benefits may apply. See Section 7.3 on Insurance Benefits.
 - 5. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.
 - 6. If the leave without pay is due to an illness, the ~~City~~city may require a ~~deeters~~doctor's certificate stating that the employee is capable of returning to work and performing the essential work, duties and responsibilities, of the ~~employee~~employee's position.

8.5 JURY AND WITNESS LEAVE.

- A. Employees may be granted time off with pay, to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the ~~City~~city may ask the employee to request a waiver from duty.
- B. An employee granted such leave must apply for and reimburse the ~~City~~city for pay received while serving as a juror, except for mileage and expense reimbursement.

8.6 ADMINISTRATIVE LEAVE.

On a ~~case-by-case~~~~case-by-case~~ basis, the City may place an employee on administrative leave with pay for an indefinite period of time, as determined by the ~~Mayor~~~~mayor~~, or his/her designee. The finding by the ~~Mayor~~~~mayor~~ must be that such action is in the best interests of the ~~City~~~~city~~ during the pendency of an investigation or other administrative proceeding.

8.7 MILITARY LEAVE.

Employees who are members of the National Guard or Federal Reserve Military Units may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty.

8.8 FAMILY MEDICAL LEAVE

As a public entity, the City is covered by the Federal Family and Medical Leave Act of 1993 (FMLA). However, so long as the City has less than 50 employees within the City or within a ~~75-mile~~~~75-mile~~ radius of the City, no city employees are eligible for leave under the FMLA. The City does provide comparable family leave benefits for regular full-time and regular part-time employees who have been employed at least 12 months. Employees not eligible for family leave under this policy may be considered for a leave without pay. Family leaves of absence may be granted to employees who are recovering from illness or an accident that leaves them unable to perform their jobs, employees caring for a seriously ill spouse, child or parent, and for the birth, adoption or taking care of a foster child. Family leaves normally may not exceed 12 weeks. During family leave, the employee shall concurrently use previously accrued but unused sick pay and accrued but unused vacation benefits. Health insurance benefits will be continued on the same terms as if the employee ~~had~~~~has~~ continued working. For leaves involving the illness of the employee or a family member, a doctor's certification ~~indicating,~~~~indicates~~ that ~~the~~~~medical~~~~the medical~~ condition qualifies under the City's family leave policy and the anticipated length of absence, must accompany the request for a leave. Family leave may be extended by the City, upon written request from the employee, when accompanied by an explanation from the employee's doctor of the need for an extension period. Even with an extension, however, family leave will not exceed 90 days.

Employees returning from a family leave of absence, who have recovered from an illness or accident must provide a doctor's written certification of their ability to return to work. Employees returning from a family leave are entitled to return to the same position or a similar position of like pay and status. Normally, employees will not be entitled to more than 12 weeks of leave in a ~~12-month~~~~12-month~~ period for any covered reason.

Family ~~leaves~~~~leave~~ must be requested in ~~writing,~~~~writing~~ to the ~~Mayor~~~~mayor~~, at least 30 days in advance if the need for the leave is known, or as soon as possible in cases of unanticipated leave. Employees on leave must keep their supervisors informed of their status and intent to return to work on a periodic basis as directed by the supervisor.

8.9 EMERGENCY LEAVE.

All regular employees of the City shall receive paid emergency leave of three (3) ~~work days~~~~work days~~ for a death in the immediate family. This emergency leave is not deductible from the employee's accrued sick leave or vacation. Pay will be at his/her regular wage.

8.10 HOLIDAYS.

A. The following holidays are recognized by the City:

New Years Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
4 th of July (Independence Day)	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25
Two Floating Holidays	Employee's choice

- B. Any holiday falling on Saturday will be celebrated on the preceding Friday; any holiday falling on Sunday will be celebrated on the following Monday, except that when New Years Day falls on a Saturday, it shall be observed on the following Monday.
- C. Non-exempt regular full-time or part-time employees will be paid for the holiday plus one and one-half times his/her regular rate of pay for any time worked on the holiday. Such time must be pre-authorized and approved by the Department Head.
- D. Temporary employees will be paid at his/her regular, straight-time rate of pay for hours worked on a holiday.
- E. All new employees, except temporary employees, hired prior to July 1 will be entitled to two (2) Floating Holidays for that calendar year. New employees hired after that date will be entitled to one (1) Floating Holiday in the calendar year hired.

8.11 RELIGIOUS HOLIDAY.

If an ~~employee~~~~employee's~~ religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her Department Heads approval, take the day off using vacation, or using leave without pay.

**CHAPTER 9
EMPLOYEE RESPONSIBILITY AND CONDUCT**

9.1 GENERAL POLICY.

- A. All City employees are expected to represent the ~~City~~city to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their Department Head.

- B. Since the proper working relationship between employees and the City depends on each ~~employee~~employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City expectations ~~are~~are basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from Supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and ~~cost~~efficient services to its citizens.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST.

- A. Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, with the interests of the City or interfere with the ~~employee~~employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:
 - 1. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods;
 - 2. Is conducted during the employees work hours;
 - 3. Is employment with a firm which has contracts with or does business with the City;
 - 4. Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment; or
 - 5. May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

9.3 POLITICAL ACTIVITIES.

- A. City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees shall

not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities for political activities.

- B. Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution ~~for~~ a partisan political cause.
- C. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment Rights.

9.4 NO TOBACCO USE POLICY.

For health and safety considerations, the City establishes the following policy:
All City owned or leased buildings, vehicles and equipment are hereby designated as no tobacco use areas pursuant to RCW 70.160.030.

9.5 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The ~~City~~ furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, vehicles and personal belongings brought onto City premises, if necessary.

The ~~City~~ also furnishes computers for use in conducting City business. Because the computers are for City business, the City reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. Personal software may not be loaded on City computers. Software may not be duplicated contrary to any licensing agreement.

9.6 USE OF CITY VEHICLES AND EQUIPMENT.

City equipment, including vehicles, should be used by employees for City business only. Use of City telephones for local personal calls should be kept to a minimum; ~~long distance~~long-distance personal use is prohibited. An ~~employees~~employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action, including termination. Upon the approval of the ~~Mayor~~mayor, and where it serves the interest of the city, an employee of the City may be allowed to use a city owned vehicle. The vehicle will be available to other city employees for city business purposes.

9.7 INTERNET USE.

- A. Internet access is provided to certain employees as a research and communication tool to help them conduct City business. Employees are trusted and expected to exercise good judgement in both duration and frequency of Internet use and to access Internet sites only for job related purposes. Employees should not access bulletin boards or chat rooms on City computers.
- B. When there is a clear business reason for downloading Internet software, the ~~appropriated~~appropriate anti-virus detection program should be used to prevent infection.
- C. The City reserves the right to monitor Internet usage. Use of the Internet for purposes other than job related activities can result in disciplinary action, up to and including termination.

9.8 E-MAIL USE.

- A. While all e-mail may be considered ~~writings~~writing, and all writings may be public records, the public does not have a right to examine every public record. RCW Chapter 42.17 exempts broad categories of records, while other statutes provide for confidentiality of specific records.
- B. Extra care must be exercised when communicating confidential or privileged information via e-mail, including but not limited to performance reviews, disciplinary actions, and attorney privileged information . All such information should be clearly labeled as confidential and/or privileged and should not be available for review or copying by ~~persons~~people without appropriate authorization.
- C. All office information technology resources, including e-mail systems, are the property of the City. Employees ~~shah~~should use e-mail for City business or otherwise to advance the City's best interests.
- D. Employees shall not use City provided e-mail media in a fashion that promotes discrimination on the basis of race, creed, color, gender, religion, marital status, sexual preference, physical or sensory or mental disability or Vietnam-era veterans status; sexual harassment; copyright infringement; an employees personal political beliefs or personal business interests; or any unlawful activity.
- E. Employees should be aware that messages may be forwarded to others by the recipient, printed in a location where individuals other than the intended recipient may view the message, or directed to the wrong recipient.
- F. Employees should be aware that messages cannot be protected from unauthorized access caused by the user failing to maintain password confidentiality or leaving the computer

unattended when he/she has logged onto the system.

- G. The City may access data that is normally under an ~~employees~~ control without the consent of the individual employee when necessary to carry out normal business functions, or if there exists reasonable cause to believe the employee has used e-mail on City computers contrary to these policies. Use of the e-mail system contrary to these policies will result in disciplinary action, up to and including termination.

9.9 BULLETIN BOARDS.

Information of special interest to all employees is posted regularly on City bulletin boards.

9.10 CONTACT WITH NEWS MEDIA.

The Mayor, City Administrator or designated Department Heads shall be responsible for all official contacts with the news media. The Mayor, City Administrator or Department Head may designate specific employees to give out procedural, factual or historical information on particular subjects.

9.11 SEAT BELT POLICY.

Per Washington Law, anyone operating or riding in City vehicles and equipment, or operating their own vehicle on City business, must wear seat belts at all times.

9.12 DRIVERS LICENSE REQUIREMENTS.

- A. As part of the requirements for certain City positions, an employee may be required to hold a valid Washington State Drivers License.
- B. If an employees license is revoked, suspended or lost, or is in any other way not current, valid and in the ~~employees~~ possession, the employee shall promptly notify his/her Department Head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Department Head.
- C. If an employee is not able to perform assigned duties without a license, he/she shall be suspended without pay until he/she obtains a valid Washington Drivers License.
- D. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination.

9.13 SAFETY.

- A. Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her Department Head. The City will make every effort to remedy problems as quickly as possible.
- B. In case of an accident involving a personal injury, an employee shall immediately notify his/her Department Head. The Department Head shall fill out an accident report and submit it to the Mayor, or his/her designee.
- C. Traffic laws must be obeyed at all times.

9.14 DRUG AND ALCOHOL POLICY AND TESTING PROCEDURE FOR ALL EMPLOYEES

- A. Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this policy establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.

This policy and procedure is supplemented by the City's Drug and Alcohol Testing Policy for employees who operate commercial vehicles and the City's Drug and Alcohol Testing Procedures for employees who operate commercial vehicles. To the extent this policy and procedure differs from the City's Drug and Alcohol Policy and Testing Procedures for employees who operate commercial vehicles, the provisions of the City's Drug and Alcohol Policy and Testing Procedures for employees who operate commercial vehicles shall control with respect to the employees who operate commercial vehicles and are subject to such policy and testing procedures.

- B. Prohibition Regarding Alcohol and/or Controlled Substances.
 - 1. The use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the policy is just and sufficient cause for immediate discharge.
 - 2. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the policy will result in disciplinary action which may include discharge.

3. An employee utilizing prescribed and/or "~~over-the-counter~~over the counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor or Department Head. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending ~~physieian~~physician concerning the ~~affeetseffects~~ a substance may have on that ~~employee,employee~~ may be appropriate.

In the event the employee does notify his/her supervisor or Department Head immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the supervisor or Department Head may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by his/her supervisor or Department Head to remain off work due to the possible side-effects of ~~over-the-counter~~over the counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the sick leave policy.

Violation of this section of the policy will result in disciplinary action which may include discharge.

- C. Substance Abuse Testing. The applicable substance abuse testing policies and procedures in the City's Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles and the Drug and Alcohol Testing Procedures Manual (Attached as Appendix B and incorporated herein by reference) will be initiated if one of the following events ~~oeeu~~occurs:

1. Reasonable Suspicion Testing. A supervisor or Department Head has reasonable suspicion that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances based upon specific, contemporaneous, and articulated observations concerning the appearance, behavior, speech, smell of alcohol or bodily odors of an employee.

Where the City receives reliable information based upon personal knowledge of an individual, such as other employees of the City, the medical community, or law enforcement personnel of involvement by the employee with alcohol and/or controlled substances.

2. Post-Accident Testing. Where an employee is involved in any reportable

accident with a City-owned vehicle or equipment due to the action, inaction or inattention of the employee;

- D. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City will take the following action:

(a) Provide the ~~employee~~ employee with an opportunity to agree to a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days the employee will be reinstated to the employee's former position. The City and employee shall mutually agree upon the rehabilitation counselor, facility, and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider within contractual limitation of the insurance policy. The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. During the treatment program, the employee agrees to submit to random testing by the treatment provider. The employee will be reinstated to the employee's former position when the following conditions have been met:

1. The employee has successfully completed the treatment program; and
2. The attending counselor has formally released the employee to return to work; and
3. The employee agrees to submit to continued substance abuse testing.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause at any time. Any subsequent violation of this Policy will be grounds for immediate discharge; or

- b. Discharge the ~~employee, employee~~ if the employee refuses or fails to agree to a Last Chance Agreement.

- E. Pre-Employment Substance Abuse Testing. Employment applications will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that pre-employment substance abuse testing is a City prerogative and may be performed in any manner as determined by the City, following a conditioned offer of employment.

9.15 COMPLAINT PROCEDURES.

The City recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules and procedures. For this ~~reason~~reason, the ~~City~~city provides its employees with the following procedures for resolving complaints:

- A. Step 1: An employee should first try to resolve any problem or complaint with his/her immediate Supervisor.
- B. Step 2: When normal communication between an employee and the Supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should file a written complaint with his/her Department Head. The Department Head will meet with the employee within five (5) working days and respond to the employee in writing within five (5) working days after the meeting.
- C. Step 3: If the employee is not satisfied with the response from the Department Head, the employee may submit the issue, in writing, to the City Administrator. In the event the complaint is with the City Administrator the written complaint should be directed to the ~~Mayor~~mayor. The written complaint must contain, at a minimum, the following:
 - 1. A description of the problem;
 - 2. A specific policy or procedure which the employee believes has been violated or misapplied;
 - 3. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances; and,
 - 4. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee became aware of the circumstances.

- D. The Mayor, or his/her designee, will meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within ten (10) working days of the meeting. The ~~Mayor's~~mayor's, or his/her designee's, response and decision shall be final.
- E. Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service Rules, a collective bargaining agreement, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service Rules should follow grievance procedures set out in their respective labor contracts or Civil Service Rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

CHAPTER 10
DISCIPLINE AND TERMINATION

10.1 DISCIPLINE.

- A. All employees are expected to exercise good judgement, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.
- B. Acts, errors, or omissions, which discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
- C. The Mayor, City Administrator, supervisor, and/or Department Head, as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case. The degree of disciplinary action, up to and including discharge, will depend on the severity of the infraction
- D. The following are examples of the types of conduct which may result in discipline:
 - 1. Consumption or possession of alcohol on the job or arriving at work under the influence of alcohol; being under the influence of any drug or controlled substance when it affects the ~~employees~~employee's ability to perform the assigned job; ~~or~~ the possession of illegal drugs or other illegal controlled substance;
 - 2. Violation of lawful duty;
 - 3. Insubordination;
 - 4. Absence from work without first notifying and securing permission from the Supervisor;
 - 5. Habitual absence or tardiness for any reason;
 - 6. Unsatisfactory job performance, as determined by the City;
 - 7. Conviction of a felony or a misdemeanor involving moral turpitude;
 - 8. Acceptance of fees, gratuities or other valuable items in the performance of the ~~employees~~employees' official duties for the City;
 - 9. Inability, refusal or failure to perform the duties of the assigned job; and,

10. Violation of duties or rules imposed by these policies, or by any other City rule, regulation or administrative order.

This list is not ~~all-inclusive, but~~ all-inclusive but only serves as a general guide. The City may discipline or terminate employees for other misconduct not stated above.

- E. The following types of disciplinary actions may be used, depending on the particular situation:

1. Oral Warning. An oral warning is a counseling session between the employees Supervisor and/or Department Head and the employee on the subject of the employees' conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employees' conduct, attitude, habits, or work methods. Following the counseling session, the Supervisor and/or Department Head should document the oral warning which should then be placed in the employee's personnel file. Removal of an oral reprimand from an employee's personnel file is outlined in the following paragraph.
2. Written Reprimand. A reprimand is a formal written disciplinary action between the employees Department Head and the employee for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employees' 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 oral and/or written reprimand shall remain in the personnel file for twelve (12) months from the date of the last infraction; and,
3. Suspension. A suspension is a temporary (3 to 10 days), unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action which is made part of the employee's permanent record. In accordance with the Goldendale Municipal Code the Police Chief has the authority to suspend without pay.
4. Termination (See Section 10.2)

- F. Suspensions with pay, where the employee is placed on administrative leave, may be utilized by a Department Head, pending the results of an investigation or disciplinary action where the Department Head determines that factors such as public confidence, the safety of the employee, or the efficient functioning of the City call for such a suspension.

10.2 TERMINATION.

- A. An employee may be terminated from City employment for any of the reasons listed below:
1. During or at the end of the employees probationary period, with or without cause;
 2. As a result of disciplinary action;
 3. Due to loss of skills, certifications or other conditions which would make the employee unfit for service;
 4. When the City Council has made a determination that a lack of work or funding exists with respect to the ~~employees~~employee's position. The City Council has sole discretion to make determinations of lack of work or lack of funding; or,
 5. If the employee has ~~a physical~~physical or mental impairment that prevents him/her from performing the required duties of the ~~employees~~employees' position and the employee cannot be reasonably accommodated. Termination must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The ~~City~~city may require an examination at its expense performed by a physician of its choice. Failure to ~~submit to~~submit such a request may result in termination.
- B. No employee will be disciplined or terminated for a discriminatory or otherwise illegal reason.

10.3 PRE-DISCIPLINARY MEETING.

Prior to the suspension without pay or termination of an employee other than probationary employees and appointed officers or employees as designated herein, the City will conduct a pre-disciplinary meeting. The pre-disciplinary meeting serves as an opportunity for the employee to respond to and give the employee's perspective on allegations that may result in the suspension without pay or termination of the employee. The employee may have a representative of the employee's choice at such meeting, provided that the attendance of the representative does not unreasonably delay the scheduling of the meeting. Following the meeting, the Mayor or City Administrator will notify the employee of the disciplinary action, if any, to be taken by the ~~City~~city.

The Clerk/Treasurer, City Administrator, Police Chief and Public Works Director are appointed and removed by the ~~Mayor~~mayor subject to confirmation of such action by the City Council as provided by ordinance. Such appointed officers or employees may be removed without cause, and without regard for the reasons stated in subsection 10.2A and without the need for a pre-

disciplinary meeting as provided in Section 10.3.

In the event of removal of ~~the~~ ~~an~~ appointed employee in accordance with this section, the City agrees to pay the Employee a lump sum cash payment equal to three (3) ~~months~~ ~~months'~~ salary.

10.4 LAYOFF.

- A. The Department Head, Mayor, or his designee, may layoff employees for lack of work, budgetary restrictions or other changes that have taken place.
- B. Temporary employees or employees who have not completed their probationary period will be laid off before regular employees are affected.
- C. In determining who is to be laid off, considerations will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal.
- D. Employees who are laid off may be eligible to be re-~~employed,~~ employed if a vacancy occurs in a position for which they are qualified.

10.5 RESIGNATION.

- A. An employee should provide two (2) ~~weeks~~ ~~weeks'~~ written notice of resignation.
- B. Before receiving their final check, resigning employees should be interviewed by the ~~Mayor~~ mayor or his/her designee, if practicable, to determine the reasons for resignation.

10.6 DEATH.

Upon the death of an employee, all compensation due shall be paid to the designated beneficiary of the employee.

CHAPTER 11 WHISTLEBLOWER POLICY

11.1 PURPOSE OF POLICY

It is the policy of the City of Goldendale to encourage its employees to report improper governmental action taken by City officers or employees. It is also the policy to protect City employees, who in accordance with City policies and procedures have reported improper governmental actions, from retaliatory action. This policy is intended to satisfy the requirements of RCW 42.41 and shall be interpreted to carry out the purposes and intent of that act.

11.2 DEFINITIONS

Improper Governmental Action: ~~Any~~ Any action by a ~~City~~ city officer or employee that is undertaken during the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment, and does the following:

- A. Violates any federal, state, or local law or rule;
- B. Abuses authority;
- C. Is of substantial and specific danger to public health or safety;
- D. Is a gross waste of public funds.

Improper Governmental Action does not include personnel actions, including but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of the local government collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under chapter 41.08, 41.12, 41.14, 41.56, 41.59, or 53.18 RCW or RCW 54.04.170 and 54.04.180.

Retaliatory Action: Any adverse change in a local government employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or hostile actions by another employee towards an employee that were encouraged by a supervisor or senior manager or official.

Emergency: ~~A~~ A circumstance that, if not immediately changed, may cause damage to persons or property.

11.3 REPORTING PROCEDURES

An employee who becomes aware of an improper governmental action shall first raise the issue with the employee's immediate supervisor. If the supervisor requests, the employee shall submit a written report to the supervisor, or to a person designated by the supervisor. The written report should state in detail the basis for the employee's belief that an improper governmental action has occurred. When an employee believes that the action involves the immediate supervisor, the employee should raise the issue with the employee's Department Head, the City Administrator or the Mayor.

The employee may report ~~the improper~~improper action directly to the governmental agency responsible for investigating improper governmental actions when an employee believes that an emergency exists.

The immediate supervisor, Department Head, City Administrator or Mayor shall take prompt action in assisting the City to properly investigate the report of improper action. The City (to the extent possible under law) shall keep the identity of the reporting employee(s) confidential, unless the employee authorizes, in writing, the disclosure of their identity.

After an investigation has been completed, the employee reporting the improper governmental action shall be given a summary of the results of the investigation. However, personnel actions taken as a result of the investigation ~~shall~~should be kept confidential.

If an employee believes the City's investigation of the improper action is inadequate, the employee may report the action directly to the governmental agency responsible for investigating improper actions. An employee may also turn to the governmental agency if the employee believes the City's action against the improper action is insufficient or believes that the improper action is likely to ~~reoccur~~recur.

If an employee *fails to make a good faith attempt to follow the City's procedures* in reporting an improper governmental action, the employee will not receive the protection provided by the City in this policy.

11.4 PROTECTION FROM RETALIATORY ACTIONS

Employees are prohibited from taking retaliatory action against an employee who, in good faith and accordance with this policy, reports ~~an improper~~improper governmental action.

An employee who believes that he/she has been retaliated against shall advise the employee's immediate supervisor, Department Head, City Administrator or Mayor. The supervisor, Department Head, City Administrator or Mayor shall take appropriate action to investigate and address complaints of retaliation.

If an employee's immediate supervisor, Department Head, City Administrator or Mayor, does not satisfactorily resolve an employee's complaint concerning retaliation, the employee may obtain protection under this policy and in accordance with state law by providing a written notice to the City Council. The notice must specify the alleged retaliatory action and the relief requested.

An employee shall provide a copy of their written charge to the City Council, with a copy to the

Mayor, no later than thirty (30) calendar days after the occurrence of the alleged retaliatory action. After receiving the charge of retaliatory action, the City Council shall respond within thirty (30) calendar days.

Hearing: ~~After~~ After receiving the response from the City Council or thirty (30) calendar days after the delivery of the charge to the City Council, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing shall deliver the request for a hearing to the Mayor within the earlier of these dates: Either fifteen (15) calendar days after the delivery of the City Council's response to the charge to the employee or forty-five (45) calendar days after the charge was delivered to the City Council for response.

Hearing Procedure: ~~Upon~~ Upon receiving a request for a hearing, the Mayor, within five (5) working days, shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge:

Office of Administrative Hearings
PO Box 42488, 4224 Sixth S.E.
Row Six, Building 1
Lacey, WA 98504-2488
(360) 459-6353

The employee, as the initiating party, must prove his or her claim by a preponderance of the evidence. The administrative law judge shall issue a final decision consisting of findings of fact, conclusions of law, and judgment no later than forty-five days after the date the request for hearing was delivered to the local government. The administrative law judge may grant specific extensions of time beyond this period of time for rendering a decision at the request of either party upon a showing of good cause, or upon his or her own motion.

Relief that may be granted by the administrative law judge consists of reinstatement, with or without back pay, and such injunctive relief as may be found to be necessary in order to return the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action. The administrative law judge may award costs and reasonable attorneys' fees to the prevailing party.

If a determination is made that retaliatory action has been taken against the employee, the administrative law judge may, in addition to any other remedy, impose a civil penalty personally upon the retaliator of up to three thousand dollars payable by each person found to have retaliated against the employee and recommend to the City that any person found to have retaliated against the employee be suspended with or without pay or dismissed.

11.5 WHISTLEBLOWER RESPONSIBILITIES

The Mayor is responsible for implementing the City's policies and procedures for reporting

improper governmental action and for protecting employees against retaliatory actions. The ~~Mayor's~~ responsibilities include ensuring that this policy is permanently posted where all employees have reasonable access to it. The ~~Mayor~~ is also responsible ~~to ensure~~for ensuring that this policy is made available to an employee upon request, and that this policy is provided to all newly appointed employees.

Supervisors and Department Heads are responsible for ensuring that the policy is fully implemented within their areas of responsibility. Violations of this policy may result in appropriate disciplinary action, up to and including termination.

A list of agencies who are responsible for enforcing federal, state, and local laws, and for investigating other issues involving improper governmental action is attached in Appendix A of these Personnel Policies. ~~Employees having~~Employees who have questions about these agencies or the procedure for reporting improper governmental action are encouraged to contact the ~~Mayor~~Mayor.

ACKNOWLEDGEMENT

Please read the following and then sign, date and return to the City Administrator or your Department Head. One copy of this acknowledgement will be placed in your personnel ~~file~~, and one copy will be provided with your copy of these personnel policies. It is your responsibility to read the personnel policy and any amendments adopted thereafter. By signing below, you acknowledge that you have received a copy of the City's personnel policy and that you have had a full opportunity to read and review it.

A copy of the City's personnel policy is also kept in the office of the City Clerk and by your Department Head. You may review the City Clerk or your Department Head's copy of the policy should you need to reacquaint yourself with any provisions of the personnel policies.

These personnel policies are a general informational guide to the City's current employment policies and ~~shall~~ should not be construed as a contract or to create any contractual obligation. The City reserves the right to amend, delete, supplement, or extend any of the provisions of these policies as the City deems necessary and appropriate.

These policies are not intended to be a contract, expressed or implied, or a guarantee of employment for any specific duration. Although we hope that your employment relationship with us will be long term, we recognize that things may not always work out as hoped, and either of us may decide to terminate the employment relationship.

No supervisor or representative of the ~~City, City~~ has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments regarding employment for a specific period of time. Only the City Council has the authority to authorize employment agreements for a specified term.

By signing below, you acknowledge that you have received a copy of the City's personnel policies and have had a full opportunity to read and review such policies.

Employee Name (Printed)

Date

Employee Signature

Appendix C
KLICKITAT COUNTY

Klickitat County Prosecutor
Klickitat County Courthouse
205 S. Columbus Ave., Room 106, MS-CH-18
Goldendale, WA 98620
(509) 773-5838

Klickitat County Sheriff
Klickitat County Courthouse
205 S. Columbus, Rm. 108, MS CH-7
Goldendale, WA 98620
(509) 773-4455

Klickitat County Health Department
228 West Main, MS-CH-14
Goldendale, WA 98620
509-773-4565

STATE OF WASHINGTON

Attorney General
Yakima Office
120 S. Third Street
Yakima, WA 98901
575-2468

Washington State Auditor
Legislative Building
P.O. Box 40021
Olympia, WA 98504-0021
360-902-0370

Department of Ecology
Central Regional Office
15 W. Yakima Avenue, Suite 100
Yakima, WA 98902
575-2490

Human Rights Commission
Local Office
32 N. Third Street
Yakima, WA 98902
575-2772

Department of Health
Health Consumer Assistance
800-525-0127

Department of Labor & Industries
15 W. Yakima Avenue, Suite 100
Yakima, WA 98902
454-3700

Liquor Control Board
1222 S. First Street
Yakima, WA 98901
575-2763

Natural Resources Department
800-527-3305

UNITED STATES

Department of Agriculture
Office of Inspector General
915 Second Avenue
Seattle, WA 98901
Supervising Auditor
206-553-8290
Supervisor Special Agent
206-553-8286

General Accounting Office
Fraud Hot Line 800-424-5454

Environmental Protection Agency
Criminal Investigations 1200 Sixth Avenue
Seattle, WA 98901
206-553-8306

General Service Administration
915 Second Avenue
Seattle, WA 98901

Food & Drug Administration
22201 23rd Drive, SE
Bothell, WA
Audits: 206-553-0452
Investigations: 206-553-0229

Fish & Wildlife Service
Division of Law Enforcement
121 107th NE
Bellevue, WA
206-553-5543

Occupational Safety & Health (OSHA)
1111 Third Avenue, Suite 715
Seattle, WA 98101-3212
206-553-5930
206-553-5931

Alcohol Tobacco & Firearms
Criminal Enforcement
915 Second Avenue
Seattle, WA 98901
206-553-4485

US Attorney
800 Fifth Avenue
Seattle, WA 98901
206-553-0801

Consumer Product Safety Commission
800-638-2772

Equal Employment Opportunity Commission
2815 Second Avenue, Suite 500
Seattle, WA 98901
206-553-0968

Office of Inspector General
1111 Third Avenue, Suite 780
Seattle, WA 98101-3212
Office: 206-553-5930
Audits: 206-931-7650
Investigations: 206-931-7654
Law Enforcement: 206-553-0290

Department of Housing & Urban Development
1321 Second Avenue
Seattle, WA 98901
206-553-4976
Audits: 206-553-0270
Investigations: 206-553-0272

Department of Justice
Drug Enforcement Administration
220 W. Mercer, Suite 300
Seattle, WA
206-553-5443