

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
MARCH 1, 2021
7:00 PM**

NOTE: THIS MEETING IS BEING HELD REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 6:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
 - 1. Ruby Irving – Solid Waste Issues
- F. Department Reports
- G. Council Business
 - 1. Agreement with WSDOT to Improve the Simcoe Dr. Approach (Agreement Under Separate Cover)
 - 2. Municipal Employees Union Contract
 - 3. Event Committee Recommendation Regarding Tourism Funding
- H. Resolutions
 - 1. Revised Job Descriptions
- I. Ordinances
 - 1. 2021 Budget Amendment
- J. Report of Officers and City Administrator – Larry, Council, Mayor
- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MARCH 15, 2021 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: MARCH 1, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

The consent agenda includes the following:

Minutes of the February 16, 2021 regular council meeting, first pay period February checks #54175 – 54182, 901277, dd run 2/19/2021 in the amount of \$112,667.78, March 1, 2021 claims checks #54146 – 54174, 901274 - 901276 in the amount of \$60,950.74.

FISCAL IMPACT:

Payroll checks in the amount of \$112,667.78, claims checks in the amount of \$60,950.74.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
FEBRUARY 16, 2021
7:00 PM**

Mayor Michael A Canon called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

Roll Call

Council Present: Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Filiberto Ontiveros, Council Member Julie Buck, Council Member Kevin Feiock, Council Member Loren Meagher, Council Member Miland Walling, Council Member Shannon Middleton.

Staff Present: City Administrator Larry Bellamy (Not voting), Clerk-Treasurer Connie Byers (Not voting), Fire Chief Noah Halm (Not voting), Police Chief Jay Hunziker (Not voting) Public Works Supervisor Doug Frantum (Not voting).

Agenda and Consent Agenda

Mayor Canon requested the agenda be amended to include an authorization to pursue an agreement with WSDOT under council business.

Motion: I move to approve the amended agenda and consent agenda., **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Shannon Middleton.

Motion passed unanimously.

Department Reports

Chief Hunziker reported on the progress of getting a new Sergeant and discussed an arrest over the weekend.

Connie report that we have gotten kudos from the public on how well the crew did on the snow removal on the streets especially Main St.

Noah report on a vehicle fire.

Council Business

Notice of Award – 622 NE 3rd

Motion: I move to authorize the Mayor to execute a notice of award between Green's Tree Removal and the City of Goldendale for nuisance abatement services at 622 NE 3rd Street in the amount not to exceed \$4,837.50., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Julie Buck.
Motion passed unanimously.

Kusky Appointment to the Planning Commission

Motion: I move to confirm the Mayor's appointment of John Kusky to serve on the Goldendale Planning Commission., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Kevin Feiock.
Motion passed unanimously.

Consultant Agreement for Byars St Water Main Replacement

Motion: I move to authorize the Mayor to execute an agreement with Pioneer Surveying and Engineering for design and construction phase engineering in an amount not to exceed \$18,845.00., **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Filiberto Ontiveros.

Vote: Motion passed (**summary:** AYES = 6, NAYS = 0, ABSTAIN = 1).

AYES: Council Member Andy Halm, Council Member Filiberto Ontiveros, Council Member Julie Buck, Council Member Loren Meagher, Council Member Miland Walling, Council Member Shannon Middleton.

ABSTAIN: Council Member Kevin Feiock.

Consultant Agreement for Byars St Road Reconstruction

Motion: I move to authorize the Mayor to execute a consultant agreement with Pioneer Surveying and Engineering for the 2021 Byars Road Improvement Project in and amount not to exceed \$114,135.00., **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Miland Walling.

Vote: Motion passed (**summary:** AYES = 6, NAYS = 0, ABSTAIN = 1).

AYES: Council Member Andy Halm, Council Member Filiberto Ontiveros, Council Member Julie Buck, Council Member Loren Meagher, Council Member Miland Walling, Council Member Shannon Middleton.

ABSTAIN: Council Member Kevin Feiock.

Authorization to Pursue an Agreement with WSDOT.

Motion: I move to authorize the Mayor that we agree with the estimate moving forward and including East Simcoe Drive work into WSDOT's project., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** *Council Member Kevin Feiock*. Motion passed unanimously.

Report of Officers and City Administrator

Larry reported on revenue and expenditures. Special Council meeting will be on February 22nd on Council Do's and Don'ts at 7:00 pm, Planning Commission meeting February 24th at 7:00 pm, Event Committee meeting on February 25th at 7:00 pm.

Mayor read a proclamation for Red Cross Month.

Julie thanked public works for the great job they did removing snow.

Shannon also thanked public works.

Kevin thanked public works.

Public Comment

Larry Hoctor gave kudos to public works on the great job they did at his residence.

Adjournment

Motion: I move to adjourn the meeting., **Action:** Motion, **Moved by** Council Member Kevin Feiock, **Seconded by** Council Member Andy Halm. Motion passed unanimously.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register

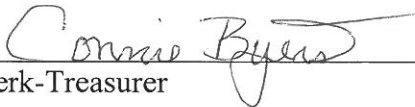
Fiscal: 2021
 Deposit Period: 2021 - Feb 2021
 Check Period: 2021 - Feb 2021 - 2nd Council Feb 2021

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank				
Check	20016310			
54146	A S Contractors	3/1/2021		\$432.03
54147	Active911 Inc	3/1/2021		\$321.43
54148	Bishop Sanitation Inc	3/1/2021		\$257.50
54149	Bohn's Printing	3/1/2021		\$274.98
54150	Centurylink NC	3/1/2021		\$62.05
54151	Class 5	3/1/2021		\$853.31
54152	Code Publishing Inc	3/1/2021		\$598.05
54153	Ferguson Enterprises Inc #3011	3/1/2021		\$2,832.68
54154	Goldendale Sentinel	3/1/2021		\$297.50
54155	Goldendale, City of	3/1/2021		\$4,115.65
54156	Gorge Networks	3/1/2021		\$1,005.06
54157	Gwendolyn L Grundei	3/1/2021		\$5,000.00
54158	Hattenhauer Energy Co LLC	3/1/2021		\$1,225.19
54159	JL&S Enterprises Inc	3/1/2021		\$700.00
54160	Klickitat CO Health Dept	3/1/2021		\$315.00
54161	Klickitat County PUD	3/1/2021		\$13,251.63
54162	Klickitat Valley Health	3/1/2021		\$184.00
54163	Krystal L Smith	3/1/2021		\$1,275.00
54164	MES Northwest	3/1/2021		\$376.25
54165	Mid-American Research Chemical	3/1/2021		\$454.01
54166	Peterson	3/1/2021		\$1,175.19
54167	Quill Corporation	3/1/2021		\$272.84
54168	Raymond Wagner	3/1/2021		\$2.50
54169	RH2 Engineering Inc	3/1/2021		\$84.25
54170	Richard Orthmann	3/1/2021		\$690.00
54171	Vance Law Office	3/1/2021		\$738.24
54172	Verizon Wireless	3/1/2021		\$1,544.67
54173	WA St Dept of Ecology	3/1/2021		\$67.31
54174	Washington State Patrol	3/1/2021		\$14,141.60
901274	HSA Bank Employee Plan Funding	3/1/2021		\$529.00
901275	Neopost Leasing Inc	3/1/2021		\$6,864.02
901276	WA St Dept of Revenue	3/1/2021		\$60,950.74
	Total	Check	20016310	\$60,950.74
	Grand Total			\$60,950.74

**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 54146 through 54174, 901274 - 901276 in the amount of \$, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 25th day of February, 2021.


Clerk-Treasurer

Register Activity

Fiscal: 2021

Period: 2021 - Feb 2021

Council Date: 2021 - Feb 2021 - 2nd Council Feb 2021

Reference	Date	Amount	Notes
Reference Number: 54146	A S Contractors	\$432.03	
<u>Invoice - 2/24/2021 3:24:31 PM</u>	2/24/2021	\$432.03	reimbursement permit numbers 6419, 6421
Reference Number: 54147	Active911 Inc	\$321.43	
<u>258161</u>	2/13/2021	\$321.43	subscription renewal
Reference Number: 54148	Bishop Sanitation Inc	\$257.50	
<u>96576</u>	2/10/2021	\$120.00	ekone park
<u>96599</u>	2/10/2021	\$137.50	airport
Reference Number: 54149	Bohn's Printing	\$274.98	
<u>81502</u>	2/23/2021	\$193.85	city hall
<u>81503.1</u>	2/23/2021	\$22.64	fire department
<u>81504</u>	2/23/2021	\$58.49	police department
Reference Number: 54150	Centurylink NC	\$62.05	
<u>Invoice - 2/24/2021 1:58:31 PM</u>	2/24/2021	\$62.05	long distance
Reference Number: 54151	Class 5	\$853.31	
<u>137052</u>	2/15/2021	\$853.31	land lines
Reference Number: 54152	Code Publishing Inc	\$598.05	
<u>68205</u>	11/20/2020	\$598.05	web update
Reference Number: 54153	Ferguson Enterprises Inc #3011	\$2,832.68	
<u>0960929</u>	2/16/2021	\$2,832.68	software support
Reference Number: 54154	Goldendale Sentinel	\$297.50	
<u>153601</u>	2/10/2021	\$85.00	land use decision/aguiar-perez
<u>153609</u>	2/17/2021	\$59.50	senior discount
<u>153615</u>	2/18/2021	\$153.00	public hearing/subdivision development
Reference Number: 54155	Goldendale, City of	\$4,115.65	
<u>Invoice - 2/24/2021 2:11:50 PM</u>	2/24/2021	\$4,115.65	water/sewer

Reference	Date	Amount	Notes
Reference Number: 54156 I-1760982 I-1761219	Gorge Networks 1/18/2021 2/18/2021	\$1,005.06 \$804.99 \$200.07	broadband fire department
Reference Number: 54157 Invoice - 2/24/2021 2:26:34 PM	Gwendolyn L Grundei 2/24/2021	\$5,000.00 \$5,000.00	february services
Reference Number: 54158 CL96825	Hattenhauer Energy Co LLC 2/15/2021	\$1,225.19 \$1,225.19	fuel
Reference Number: 54159 0000062	JL&S Enterprises Inc 2/4/2021	\$700.00 \$700.00	afg grant request
Reference Number: 54160 4793 4971	Klickitat CO Health Dept 1/5/2021 2/2/2021	\$315.00 \$175.00 \$140.00	service service
Reference Number: 54161 Invoice - 2/24/2021 3:38:33 PM	Klickitat County PUD 2/24/2021	\$13,251.63 \$13,251.63	utility
Reference Number: 54162 7093978	Klickitat Valley Health 2/24/2021	\$184.00 \$184.00	frantum
Reference Number: 54163 738241	Krystal L Smith 2/16/2021	\$1,275.00 \$1,275.00	february services
Reference Number: 54164 IN1550654	MES Northwest 2/16/2021	\$376.25 \$376.25	vehicle mount system
Reference Number: 54165 0723986-IN	Mid-American Research Chemical 2/5/2021	\$454.01 \$454.01	deod-metered, aerosol dispenser, germ free pluss
Reference Number: 54166 PC130342326 PC160048682	Peterson 2/11/2021 2/20/2021	\$1,175.19 \$25.03 \$1,150.16	parts edge cutting, edge
Reference Number: 54167 14322171 14547586	Quill Corporation 2/2/2021 2/10/2021	\$272.84 \$165.51 \$107.33	batteries avery index, batteries
Reference Number: 54168 Invoice - 2/24/2021 4:09:19 PM	Raymond Wagner 2/24/2021	\$2.50 \$2.50	reimbursement

Reference	Date	Amount	Notes
Reference Number: 54169		\$1,009.80	
81014	RH2 Engineering Inc 2/16/2021	\$1,009.80	scada support
Reference Number: 54170		\$84.25	
7685381-01/16/21	Richard Orthmann 1/16/2021	\$4.00	meds
7685381-02/12/21	1/12/2021	\$4.00	meds
7685381-10/20/20	10/20/2020	\$4.00	meds
7685381-11/19/20	11/19/2020	\$4.00	meds
7685381-12/16/20	12/16/2020	\$4.00	meds
7691945-10/20/20	10/20/2020	\$4.00	meds
7691945-11/19/20	11/19/2020	\$4.00	meds
7691945-12/16/20	12/16/2020	\$4.00	meds
7698064-10/20/20	10/20/2020	\$4.00	meds
7698064-11/19/20	11/19/2020	\$4.00	meds
7698064-12/16/20	12/16/2020	\$4.00	meds
7698065-10/20/20	10/20/2020	\$3.25	meds
7698065-11/19/20	11/19/2020	\$3.25	meds
7698065-12/16/20	12/16/2020	\$3.25	meds
7708219-01/08/21	1/8/2021	\$4.00	meds
7708219-02/12/21	2/12/2021	\$4.00	meds
7709835-01/14/21	1/14/2021	\$4.00	meds
7709835-02/12	2/12/2021	\$4.00	meds
7709836-01/14/21	1/14/2021	\$4.00	meds
7709836-02/12/21	2/12/2021	\$4.00	meds
7710121-01/16/21	1/16/2021	\$3.25	meds
7710121-02/12/21	2/12/2021	\$3.25	meds
Reference Number: 54171		\$690.00	
9Z0255659	Vance Law Office 2/11/2021	\$307.50	albert frelix
XZ0265033	2/11/2021	\$382.50	katherine wheelon
Reference Number: 54172		\$738.24	
9872638978	Verizon Wireless 2/4/2021	\$640.16	police vehicles
9872744811	2/6/2021	\$98.08	chlorination station
Reference Number: 54173		\$1,544.67	
2021-BA0021121	WA St Dept of Ecology 2/11/2021	\$1,544.67	biosollids permit
Reference Number: 54174		\$67.31	
00074037	Washington State Patrol 2/11/2021	\$67.31	fire inspection
Reference Number: 901274		\$14,141.60	
Invoice - 2/24/2021 2:45:12 PM	HSA Bank Employee Plan Funding 2/14/2021	\$14,141.60	plan funding

Reference

Reference Number: 901275
Invoice - 2/24/2021 3:47:06 PM

Reference Number: 901276
Invoice - 2/24/2021 4:39:57 PM

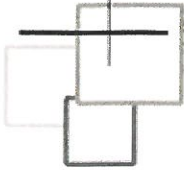
Date
Neopost Leasing Inc
2/24/2021

Date
WA St Dept of Revenue
2/24/2021

Amount
\$529.00
\$529.00

Notes
postage renewal
excise tax

Register



Number	Name	Fiscal Description	Cleared	Amount
54175	Council Trust Acct.	2021 - Feb 2021 - 1st Council Feb 2021		\$1,084.80
54176	Deferred Comp Program	2021 - Feb 2021 - 1st Council Feb 2021		\$405.00
54177	Dept of Labor & Industries	2021 - Feb 2021 - 1st Council Feb 2021		\$2,813.77
54178	Dept of Retirement	2021 - Feb 2021 - 1st Council Feb 2021		\$11,866.27
54179	Employment Security	2021 - Feb 2021 - 1st Council Feb 2021		\$134.32
54180	Goldendale, City of	2021 - Feb 2021 - 1st Council Feb 2021		\$100.00
54181	ICMA Retirement Trust (Plan 302195)	2021 - Feb 2021 - 1st Council Feb 2021		\$112.50
54182	Vimly Benefit Solutions Inc	2021 - Feb 2021 - 1st Council Feb 2021		\$31,986.94
90127Z	City of Goldendale	2021 - Feb 2021 - 1st Council Feb 2021		\$16,963.98
Direct Deposit Run -	Payroll Vendor	2021 - Feb 2021 - 1st Council Feb 2021		\$47,200.20
2/19/2021				\$112,667.78

AGENDA BILL: G1

AGENDA TITLE: AGREEMENT WITH WSDOT TO IMPROVE
THE SIMCOE DR APPROACH (AGREEMENT
UNDER SEPARATE COVER)

DATE: MARCH 1, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

The agreement request form has been completed by the City of Goldendale. We are waiting on WSDOT to prepare the agreement and have it ready for execution by the City and WSDOT. The agreement will be provided to the council under separate cover.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND WSDOT INCLUDING EAST SIMCOE DRIVE WORK IN WSDOT'S PROJECT.

Agreement Request Form

(Information Required to Begin Agreement Process)

Project Name: US97/Centerville Rd to Ski Lodge Rd. Vic. - Paving

Requesting Entity Information:

Parent Business Name/Local Agency: _____

Contact Person: _____ Title: _____

Address: _____ County: _____

City/State/Zip: _____

Phone: _____ Cell: _____ Email: _____

Federal Tax ID Number (**Required**): _____

PROJECT INFORMATION:

State Highway: US97

Milepost or nearest cross street: MP11.71/E Simcoe Dr

County: Klickitat City: Goldendale

Proposed Start Date: July 7, 2021

Description of Work: Mill and repaving 0.15' on E Simcoe Dr.



McDonald's
Takeout

912

E Simcoe Dr

E Simcoe Dr

E Simcoe Dr

Takeout • Delivery

Chevron

97

97

97

97

Dingman Rd

AGENDA BILL: G2

AGENDA TITLE: MUNICIPAL EMPLOYEES UNION
CONTRACT

DATE: MARCH 1, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

Please find attached the final/clean copy of the Collective Bargaining Agreement with Local 1533-G Municipal Employees. The agreement establishes an updated pay plan, minor changes to the comp time accrual, clothing and boot allowance, health plan, longevity schedule and 2% COLA.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 1533-G MUNICIPAL EMPLOYEES EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.

2021-2023

COLLECTIVELY BARGAINED AGREEMENT

between

CITY OF
GOLDENDALE, WASHINGTON

and

COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

REPRESENTING

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

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

EFFECTIVE

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

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ARTICLE I - PREAMBLE

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

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

ARTICLE II - RECOGNITION AND CHECK OFF

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

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

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

2.4 Questions about Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this

topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

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

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

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

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

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

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

ARTICLE III - NONDISCRIMINATION

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

ARTICLE IV - DEFINITIONS

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

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

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

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

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

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

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

4.7 Employer: The City of Goldendale.

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

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

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

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

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

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

4.14 Regular Part-Time Employee: Employees who perform bargaining unit work on a scheduled basis for an indefinite period of time and who has a normal work schedule

less than forty (40) hours per week. Said employees are entitled to receive base pay for the position, the opportunity to progress across the pay plan structure in accordance with the length of service, and are also entitled to benefits on a pro rata basis, excluding dental and vision insurance. regular part-time employees work less than eight (8) hours a day, or less than forty (40) hours a week on a permanent basis, for six (6) or more consecutive months.

4.15 Regular Seasonal 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.

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

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

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

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

ARTICLE V - MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE VI - EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

- (a) The name of the Union Officers and Stewards shall be affirmed in writing by the local Union secretary to the Employer within ten (10) working days after this CBA is signed and, thereafter, within ten (10) working days after any change in the designation of the local Union Officer(s) or Steward(s). Local Union Officer and Steward Selection is an internal local Union process which is not governed by this CBA.
- (b) The Union Officers and Stewards may engage in the adjustments of grievances with the Employer. The Employer may require the adjustment of grievances on the Employer's time, without loss of employee paid time when circumstances require.
- (c) The Union Officers or Stewards shall not leave their job in order to contact other employees regarding grievance resolution without prior permission from the Employer.
- (d) Through the Employer, employees may voluntarily donate compensatory time or vacation time to the Local Union Officers and Shop Stewards for paid time lost for Union business.

- (e) A Union Officer or Steward has no authority to give orders regarding working assignments to any employee except in the case where the Union Officer/Steward is in a lead or supervisory position. The Employer shall have authority to impose disciplinary action in the event a Union Officer/Steward acts without authority in this regard.

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

ARTICLE VII - CONTRACTING OUT

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

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

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

ARTICLE VIII - NEPOTISM

8.1 Employment of Relatives (Nepotism):

- (a) Employee's immediate family members and those living together as domestic partners will not be employed by the City under any of the following circumstances:

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

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

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

ARTICLE IX - SENIORITY

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

9.2 Probationary Period:

- (a) In the event an employee accepts a transfer or a promotion, and in spite of conscientious effort, fails to meet job standards within the six (6) months probationary period they will revert to their former position. The

employee may bump a probationer within their original department first, then a probationer in another department provided they are qualified.

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

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

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

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

ARTICLE X - PROBATIONARY EMPLOYEES

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

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) The Employer may extend the probationary period upon agreement with the employee, but in no event shall the probationary period be more than a total of nine (9) months;
- (e) Upon the successful completion of the probationary period to the satisfaction of the City, the new employee will be entered on the seniority list as of the original date of original hire;
- (f) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the six (6) months probationary period, the period being computed from the original date of hire;
- (g) Employees on probation do not have the right to the grievance procedure.

ARTICLE XI - DISCIPLINARY ACTION

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

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

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

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

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

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

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

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

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

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

- (a) Tardiness or absence from work without just cause;
- (b) Abuse of sick leave;
- (c) Willful falsification of reports;
- (d) Unauthorized use of equipment;
- (e) Theft of City property;
- (f) Willful damage to City property;
- (g) Recklessness;
- (h) Malfeasance, misfeasance, or neglect of duty;
- (i) Incompetence;
- (j) Insubordination or gross misconduct;
- (k) Using or working with the presence of intoxicants or drugs in an Employee's blood, breath and/or urine (See Personnel Manual for the

Drug and Alcohol Testing Policy and Procedures Manual). The parties have agreed that the Personnel Manual Drug and Alcohol Policy and Procedures are also applicable to non CDL employees in this bargaining unit;

- (l) Failure to report for work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was granted;
- (m) Failure to report for work after cancellation of leave of absence;
- (n) Failure to report to work after a layoff;
- (o) Excessive abuse of rest periods after warning by supervisor.

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

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

ARTICLE XII - HOURS OF WORK

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

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

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

hour to ten (10) hour day, the City will give at least one calendar week' notice of such change, bona fide emergencies notwithstanding.

* Meal periods as determined by department heads.

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

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

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

12.7 Overtime:

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

12.8 Compensatory Time Accrual:

- (a) Effective January 1, 2021, compensatory time off may be accrued to a maximum of sixty (60) hours unless the City Administrator approves additional accrual because of an emergency or other unusual circumstance. Provided, however, due to such an emergency, existing compensatory time in excess of sixty (60) hours shall remain until used.
- (b) On or about November 30 of each year (to coincide with the conclusion of the November pay period), the monetary value of compensatory time balances shall be paid to the respective employees along with the regular pay for hours worked in November.

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

12.10 Callback:

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

12.11 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.

- (b) When an employee is required to appear or testify outside of their regularly scheduled work hours, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

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

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

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

Examples, but not limited thereto, of applications of the above provisions, are as follows: An employee, who is certified as a Water/Wastewater Treatment Plant operator, and has a regular working shift of eight (8) hours, M-F, and if the management has chosen to have this employee be on standby duty for non-regularly

scheduled working hours, that being sixteen (16) hours, M-F and all-day Saturday, Sunday and holidays subject to change with notice. Assuming testing is still required during non-regularly scheduled working hours, the employee on standby duty, while performing that testing, shall be paid under the callback provision outlined in Paragraph 12.10. During any callback duty, standby pay ceases, standby pay continues when the callback duty ceases as directed by management. As another example: 1) If the employee is on standby duty and is notified via the "tablet or other electronic device that a problem exists and the person on standby determines that no immediate action is necessary, then the employee on standby duty remains on standby duty or 2) If the employee is on standby duty and is notified, via the "tablet or other electronic means" and the resolution of the problem can only be resolved by traveling to the site, then the callback provisions apply. The resolution aspects meaning whether or not the problem can be resolved via tablet or other electronic means is subject to review and employee accountability by management.

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

12.14 Standby Duty for Certain Municipal Employees: The Employer will determine if and when standby duty is needed as regards certain municipal employees other than the two (2) employees addressed in Section 12.13 above who provide service to the Water/ Wastewater Treatment Plants. If an employee(s) is/are specifically directed by management to be on standby to be available to be called out during an employee's non-regularly scheduled working hours, the employee will be paid standby duty pay. Standby duty shall be rotated amongst those members of the bargaining unit who have the necessary experience, training and certifications for Standby Duty as determined by management. If the scheduled employee cannot fulfill their standby duty obligation, it is that employee's responsibility to timely find a qualified replacement employee to fulfill their standby obligation subject to prior approval by their Supervisor.

- (a) Employees directed by management to be on Standby Duty are required and shall be subject to a maximum thirty (30) minute emergency response timeframe from the time of being called out to arrival at the Water/Wastewater Treatment Plants.

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

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

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

ARTICLE XIII - LAY OFF AND RECALL

13.1 Lay Off/Reduction In Force (RIF): Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. The Employer has the right to determine which classification(s) and department(s) will be the subject of layoffs and the Employer will notify the Union regarding the department(s) and classification(s)

which will be subjected to layoffs. If it is determined that layoffs are necessary, Employees will be laid off in the following order:

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

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

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

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

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

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

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

ARTICLE XIV - HOLIDAYS

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

Holiday Dates to be Observed	
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's' Day	3 rd Monday in February
Memorial Day	Last Monday in May
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: Each employee may select two (2) personal holiday each calendar year, and the Employer must grant the holiday provided:

- (a) The employee has been continuously employed by the City for more than six (6) months.
- (b) The Floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied.
- (c) The employee and the supervisor may agree upon an alternate date.

- (d) If, however, the employee is working four (4) ten (10) hour day work week, the additional two (2) hours holiday pay may come from the floating holiday balance.

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

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

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

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

ARTICLE XV - VACATION / ANNUAL LEAVE

15.1 Vacation Accrual:

- (a) Earned vacation leave is paid leave. Vacation leave shall accrue in accordance with the following schedule:

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

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

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

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

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

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

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

15.8 Maximum Vacation Carryover/Exception/Payout:

- (a) Vacation leaves over the maximum accumulation of two hundred and forty (240) hours cannot be carried over unless the department head, with the concurrence of the City Administrator, has acknowledged in writing that the employee could not be released to take the requested vacation leave and only if the Employer determines that the provisions of subsection (e) below will be applied.

- (b) If the department head, with concurrence of the City Administrator, determines that it is in the best interest of the Employer and its operations to provide compensation for the additional accrual of vacation leave above two-hundred and forty (240) hours, the Employer may, on a case-by-case basis, determine whether to authorize the additional vacation carryover balance or provide compensation in lieu of forfeiture or neither, in the sole discretion of the Employer. This allowance, if approved by the Employer, is limited to forty (40) hours and the balance beyond the forty (40) hours shall be forfeited. The exercise of this determination is on a case-by-case basis and shall not be used as any type of precedent with regard to the allowance of compensation or additional time off carryover for vacation leave in excess of two hundred forty (240) hours.

ARTICLE XVI - SICK LEAVE AND SHARED SICK LEAVE POOL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.15 Usage Incentive: An employee who accrues and maintains the total allowable sick leave entitlement (960 hours) shall be given a Twenty-Five 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 I (PERS I) the unused sick leave days computed into hours, to add to the gross amount of salary used in determining "final average salary."

*(PERS I only)

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

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

16.19 Sick and Vacation/Annual Exhausted: In the event a 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 amount of their accumulated vacation credit to be used by the disabled employee in lieu of sick leave. An employee may transfer vacation credit at the same ratio as the employee's salary is to the disabled employee's salary. All transfers must be approved in advance by the City Administrator.

16.20 Leave Contribution Program/Shared Leave Pool:

- (a) This "Shared Leave Pool" consisting of earned leave time, is resultant of a voluntary participation by employees. Any employee may contribute their choice of earned leave time hours to this pool at rate not to exceed ten (10) hours per month. The minimum increment of donation is one (1) hour. All hours contributed become the property of the "Shared Leave Pool." Employees may make their donations by indicating that intent in

writing to the Clerk Treasurer. However, employees who choose to donate earned leave time may reduce their personal earned leave balance down to but not less than ten (10) working days.

- (b) Any employee who suffers from an illness, injury, impairment, or physical or mental condition such that the employee has depleted or will shortly deplete their total available earned leave may apply in writing to the "Shared Leave Pool." It is understood by the parties that those Employees applying for hours from the Shared Leave Pool are ineligible for continuation of Washington State Industrial Insurance benefits.
- (c) Applications will be reviewed by the Shared Leave Pool Committee. Decisions of the Shared Leave Pool Committee shall be made by a majority vote. The Shared Leave Pool Committee will consist of the following:
 - (1) One (1) Goldendale City Council Person;
 - (2) The Mayor of Goldendale, or his/her designee;
 - (3) One (1) designee from Local 1533-G.

16.20 Shared Leave Contribution Form: Local 1533-G Shared Leave Contribution Form (please see Addendum 16.20).

16.21 Leave Pool Application Form: Local 1533-G Shared Leave Pool Application 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 employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders

may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

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

17.4 Leave of Absence for Union Work:

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

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

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

ARTICLE XVIII - TRAINING AND TRAVEL

18.1 See Addendum 18.1.

18.2 Clothing Allowance: Effective January 1, 2021, each Financial/ Administrative Employee shall be allocated an annual two hundred dollars (\$200.00) clothing allowance to all Financial/Administrative and Police Administrative municipal employees who are employed with the City on January 1st beginning in 2017 and each year, thereafter, for work related clothing.

18.3 Boot Allowance: Effective January 1, 2021, each Public Works and Building Department Municipal Employee shall be allocated an annual up to three hundred dollars (\$300.00) boot allowance to all Public Works and Building Department Municipal Employee who are employed with the City with the City on January 1st beginning in 2017 and each year, thereafter, for work related boots.

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

ARTICLE XIX - GRIEVANCE PROCEDURE

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

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

19.3 Steps/Timelines:

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

Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall, within ten (10) working days submit his/her written answer to the Union Representative and the aggrieved employee.

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

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

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

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

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

19.8 Limitation, Scope and Power of Arbitrator:

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

19.9 Arbitration Award - Damages - Expense:

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

ARTICLE XX - UNION VISITS

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

arrangements for such visits with the Employer, or his designated representative, before entering the Employer's premises.

ARTICLE XXI - HEALTH AND WELFARE

21.1 Medical and Hospital Insurance: The Employer provides fully paid medical and hospital insurance for all regular full-time employees and a prorated medical and hospital insurance for regular part-time employees commencing on the first (1st) day of the month after completion of the employee's initial thirty (30) day employment period. Effective beginning January 1, 2015, the Employer shall move the employees to the AWC HDHP (High Deductible Health Plan). There shall be 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. The Employer's contribution to the premium for the employee and their dependents is one-hundred percent (100%) for the term of the agreement.

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

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

- (a) The purpose of the committee will be to review the insurance programs and benefit packages and to make recommendation to the City and the Local as to changes to the insurance packages, in order to bring about more responsible utilization of benefits. The committee may also compare the present insurance packages to any other insurance that may be available and make recommendation to the City and the Local on possible changes of insurance providers.

- (b) The City agrees to provide the committee and the Union a notice of the equivalent number of days notice the City receives from its broker and/or carrier regarding changes to existing plans and/or discontinuance of existing plans less the normal communication timeframes (days) from the broker and/or carrier and from the City to the Union and committee. For example, if the broker and/or carrier provide sixty (60) calendar days of notice to the City and the notice takes three (3) calendar days to be received by the City and then the City's notice to the committee and Union takes three (3) calendar days, then the window to discuss any changes or discontinuance of present insurance plans would be approximately fifty-four (54) calendar days subject to the availability of the parties and the setting of meeting(s). The committee and Union are limited to making recommendations only. After discussions but within the timeframe of the notice issued by the broker and/or carrier, the City reserves the right to make the final and binding decision and to implement the decision.

21.5 Beginning January 1, 2021, the City will contribute the following monthly amounts towards a Health Savings Account (HSA):

- (a) For an employee-only plan: \$300.00
- (b) For other than an employee-only plan (family): \$600.00
- (c) As the contribution limitation increases over the course of the contract, so will the City's contribution.
- (d) Any front-loading requests will be considered on a case-by-case basis.

ARTICLE XXII - WAGES

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

22.2 Wages:

- A. Effective January 1, 2021, a new wage plan has been established and attached as Addendum 22.2A (5 pages) as determined by the City Administrator. This new wage plan beginning calendar year 2021 is inclusive of an increase of two-point zero percent (2.0%). The 5 pages of Addendum 22.2 A reflect the new generic pay plan, the placement of current employees, the "best fit" analysis by the City Administrator and an explanation of the "best fit"

approach. All wage calculations and placements shall be determined by the City Administrator and shall be final and binding on the parties. Such City Administrator calculations and placements shall not be subject to any grievance procedures.

- B. Effective January 1, 2022, the wage grid for calendar year 2021 will be increased by two-point zero percent (2.0%). All wage calculations shall be determined by the City Administrator, shall be final and binding on the parties and shall not be subject to any grievance procedures.
- C. Effective January 1, 2023, the wage grid for calendar year 2022 will be increased by two-point zero percent (2.0%). All wage calculations shall be determined by the City Administrator, shall be final and binding on the parties and shall not be subject to any grievance procedures.

22.3 Wage Plan Promotion: For position classifications of Finance/Administrative Assistant I & II, Wastewater Operator I and Utility Maintenance Worker I & II, upon successful completion of all necessary certifications, training, and experience, as outlined in the job descriptions and subject to evaluation by the City Administrator, the employee will move from their present classification pay step to the same pay step for their respective positions of Finance/Administrative Assistant II & III, Wastewater Operator II or Utility Maintenance Worker II and III.

22.4 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 a 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.

22.5 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 ($\frac{1}{2}$) of the employee's respective longevity incentive.

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

LONGEVITY SCHEDULE		
Completed Years of Service	Monthly Longevity Increment Pay	Hourly Longevity Increment Pay
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
24	\$465.00	2.68

This 24-year longevity level commences January 1, 2021.

22.7 Paydays: Shall be on or before the 5th and 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.

ARTICLE XXIII - JOB POSTING, TRANSFER AND PROMOTIONS

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

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

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

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

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

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

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

ARTICLE XXIV - ENTIRE CBA

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

ARTICLE XXV - SEPARABILITY

25.1 Separability:

- (a) In Accordance with the Rules and Regulations of the Washington State Public Employment Relations Commission, under RCW 41.56, this CBA supersedes all conflicting City ordinances, rules and policies and all conflicting 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, 2021 except as otherwise provided, and shall remain in effect until December 31, 2023.

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 February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:



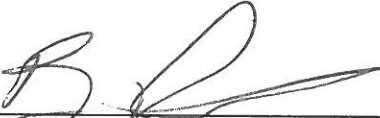
Eddie Allan
Staff Representative

Michael Canon, Mayor
City of Goldendale



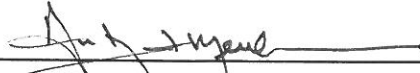
Doug Frantum
Bargaining Team / Municipal

Larry Bellamy, City Administrator



Brian Casey
Bargaining Team / Municipal

Represented by:



Anthony F. Menke
Management Attorney



Jeremy Bowen
Bargaining Team/Municipal

ADDENDUM 11.3
VERBAL REPRIMAND

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

Notes: _____

Signature of Supervisor and Date

Signature of Employee and Date

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

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

ADDENDUM 16.20
SHARED LEAVE CONTRIBUTION

Local 1533-G Shared Leave Contribution

Name: _____

Date Submitted to Local 1533-G: _____

Department: _____

Work Phone: _____

Home Phone: _____

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

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

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 City Administrator prior to the issuance of an Advance Travel Check for the specific amount. The advance funds request must be documented as to exact need and cost and approved by the department head prior to presentation to the City Administrator. All of the above mentioned should be accomplished in such a time frame to allow sufficient time for a check to be issued, preferably one (1) week prior to scheduled travel
2. Mileage Reimbursement Rate: Whenever possible, a City vehicle should be used for travel for authorized City business. The Internal Revenue Service rate for mileage is used when City of Goldendale representatives

or employees use their personal vehicles for authorized City business. The purpose of such reimbursement is to cover costs of gas; oil, maintenance, and insurance. Mileage is calculated at the IRS approved rate.

3. Insurance Requirements: State law requires that owners of motorized vehicles carry an established amount of liability insurance. Employees who fail to do so while using their personal vehicle for City business may have travel expenses related to the use of their personal vehicle denied.
4. Receipts for Public Transportation: When using public transportation, receipts are required for reimbursement. Public transportation includes, but may not be limited to, airline, railroad, bus, taxi, and airport limousine service. Hotel transportation should be used whenever possible.
5. Airline Travel: When airline travel is required, the most economical ticket is to be purchased. It is acknowledged that airfares are frequently lower if a schedule is established to the convenience of the airline. Such schedules may result in an employee staying longer at the destination than the business trip requires. If savings can be substantiated as a result, meal and lodging expenses may be approved by the department head.
6. Parking: Receipts for parking must be included with requests for reimbursement, when available.
7. Use of City Vehicles: Employees attending training, etc., outside the City of Goldendale will make every attempt to utilize City vehicles. When utilizing City vehicles, all receipts for expenses (*i.e.*, gas, oil, etc.) will be required for reimbursement.

C. MEAL EXPENSES:

1. Meals will be reimbursed by presenting receipts and a completed Travel Expense Voucher to the Mayor or his/her designee, within ten (10) days of return. Meals may be charged on the room bill; however, meal receipts should be submitted with the hotel bill.
2. Unless otherwise approved by the department head, maximum meal rates for twenty-four (24) hours or greater should not exceed the per diem rates outlined in the Washington State Travel Rates prepared by the Office of Financial Management. If traveling less than a twenty-four (24) hour period the per-meal subsistence guidelines attached hereto (and as the same shall be updated) should be used. Reimbursement may be made for meals in excess of the above limits when the meal is part of an official business function, *i.e.*, conference banquets. Exceeding the above

limits requires a written explanation to the City Administrator in order to be considered for reimbursement.

3. The reasonable cost of meals during or in conjunction with meetings directly related to City business held either in Goldendale or at another location are allowed.
4. Receipts are required for reimbursement.

D. LODGING EXPENSES:

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

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

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

F. ALLOWABLE MISCELLANEOUS EXPENSES: Other allowable expenses may include but are not limited to car rentals; rental of rooms to conduct official business; charges for photocopying or other clerical requirements; business telephone calls; personal phone calls incidental to City business (*i.e.*, a call to let family know you arrived safely or will be late returning and the like, not to exceed five dollars (\$5.00) per trip), ferry tolls; and the like. Itemized receipts must be submitted for reimbursement. When questions arise about appropriate

expenditure or procedure, the State travel regulations should serve as a guide. If the State regulations do not cover the questions, the Mayor or his/her designee, and/or the City Council have the authority to accept or reject claims for reimbursement.

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

Addendum 22.2 A

Employee by Employee Best Fit
 Analysis (Reference Page 2 of 5)

Name/Position	Base 2019	2020 2%	2020 15% Increase PWD Duties	Best Fit Rate Amount	Best Fit Rate Percentage	2021 2%	Hourly Rate
Doug Frantum Utility Maintenance Super. Range 24, Step I	5,147.45	5,250.40	6,037.96	6,396.14	5.93%	6,524.06	37.64
Andy O'Connor WWTP Supervisor Range 23, Step I	5,147.45	5,250.40	6,037.96	6,091.56	0.89%	6,213.39	35.85
Robert Thompson WWTP Operator II Range 20, Step G (I)	4,902.34	5,000.39		5,008.56	0.16%	5,108.73	29.47
Jeremy Bowen Utility Maint. Worker III Range 20, Step F (H)	4,782.77	4,878.43		4,886.40	0.16%	4,984.13	28.76
Brian Casey Utility Maint. Worker III Range 20, Step F (H)	4,782.77	4,878.43		4,886.40	0.16%	4,984.13	28.76
Chris Trunkey Utility Maint. Worker II Range 17, Step C (E)	3,849.69	3,926.68		3,926.88	0.00%	4,005.42	23.11
Ben Perez Utility Maint. Worker I Range 14, Step I	3,849.69	3,926.68		3,926.68	0.00%	4,005.21	23.11
Randy Patterson Utility Maint. Worker I Range 14, Step D	3,402.56	3,470.61		3,470.61	0.00%	3,540.02	20.42
Shelley Enderby Finance/Admin Asst. II Range 13, Step E (F)	3,315.68	3,381.99		3,387.98	0.18%	3,455.74	19.94
Jessica Guthrie Police Adm. Asst./ACO Range 12, Step D	3,051.09	3,112.11		3,147.94	1.15%	3,210.90	18.52
Jeff Raley Bldg. Official/Code Enf. II Range 20, Step A (C)	4227.28	4,311.83		4318.87	0.16%	4,405.25	25.42

* Can't go below Step C, which is \$3,919.67 on the Best Fit Salary Grid
 () Former Step position as of 12-31-2020

Addendum 22.2 A

Best Fit Analysis based on
 new Pay
 Plan (does not include 2%
 COLA)
 2.5% between Steps
 5.0% between Ranges

		Step A 6	Step B 6	Step C	Step D	Step E	Step F	Step G	Step H	Step I
	Range	Months	Months	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year
Utility Maintenance Supervisor	25	5512.09	5649.89	5791.14	5935.92	6084.32	6236.42	6392.34	6552.14	6715.95
W/WWTP Supervisor	24	5249.61	5380.85	5515.37	5653.26	5794.59	5939.45	6087.94	6240.14	6396.14
	23	4999.63	5124.62	5252.74	5384.05	5518.65	5656.62	5798.04	5942.99	6091.56
	22	4761.55	4880.59	5002.60	5127.67	5255.86	5387.26	5521.94	5659.99	5801.49
	21	4534.81	4648.18	4764.39	4883.50	5005.58	5130.72	5258.99	5390.47	5525.23
Ut. Maint. Worker III, WWTP	20	4318.87	4426.84	4537.51	4650.95	4767.22	4886.40	5008.56	5133.78	5262.12
Operator II, Bldg./Code Eng. II	19	4113.21	4216.04	4321.44	4429.47	4540.21	4653.72	4770.06	4889.31	5011.54
Bldg./Code Enf. I	18	3917.34	4015.27	4115.66	4218.55	4324.01	4432.11	4542.91	4656.49	4772.90
Ut. Maint. Worker II, WWTP	17	3730.80	3824.07	3919.67	4017.66	4118.11	4221.06	4326.58	4434.75	4545.62
Operator I, Police/Evid. Admin. Asst.	16	3553.14	3641.97	3733.02	3826.35	3922.01	4020.06	4120.56	4223.57	4329.16
Fin. Admin Asst. III, Police Admin. Asst. III	15	3383.95	3468.54	3555.26	3644.14	3735.24	3828.62	3924.34	4022.45	4123.01
Ut. Maint. Worker I	14	3222.81	3303.38	3385.96	3470.61	3557.37	3646.31	3737.47	3830.90	3926.68
Fin. Admin Asst. II, Police Admin. Asst. II	13	3069.34	3146.07	3224.72	3305.34	3387.98	3472.67	3559.49	3648.48	3739.69
Animal Control Officer	12	2923.18	2996.26	3071.17	3147.94	3226.64	3307.31	3389.99	3474.74	3561.61
Fin. Admin Asst. I, Police Admin. Asst. I	11	2783.98	2853.58	2924.92	2998.04	3072.99	3149.82	3228.56	3309.28	3392.01
Ut. Maint. Seasonal/Temp/Entry	10	2651.41	2717.70	2785.64	2855.28	2926.66	2999.83	3074.82	3151.69	3230.49

Addendum 22.2 A

New Pay Plan for 2021
 This Pay Plan is effective
 01/01/2021
 and includes a 2%
 increase
 2.5% between Steps
 5.0% between Ranges

	Range	Step A 6 Months	Step B 6 Months	Step C 1 Year	Step D 1 Year	Step E 1 Year	Step F 1 Year	Step G 1 Year	Step H 1 Year	Step I 1 Year
Utility Maintenance Supervisor	25	5622.33	5762.89	5906.96	6054.64	6206.00	6361.15	6520.18	6683.19	6850.27
W/WWTP Supervisor	24	5354.60	5488.47	5625.68	5766.32	5910.48	6058.24	6209.70	6364.94	6524.06
	23	5099.62	5227.11	5357.79	5491.73	5629.03	5769.75	5914.00	6061.85	6213.39
	22	4856.78	4978.20	5102.66	5230.22	5360.98	5495.00	5632.38	5773.19	5917.52
	21	4625.51	4741.14	4859.67	4981.17	5105.69	5233.34	5364.17	5498.27	5635.73
Ut. Maint. Worker III, WWTP Operator II, Bldg./Code Eng. II	20	4405.24	4515.38	4628.26	4743.97	4862.57	4984.13	5108.73	5236.45	5367.36
	19	4195.47	4300.36	4407.87	4518.06	4631.02	4746.79	4865.46	4987.10	5111.77
Bldg./Code Enf. I Ut. Maint. Worker II, WWTP Operator I, Police/Evid. Admin. Asst.	18	3995.69	4095.58	4197.97	4302.92	4410.49	4520.75	4633.77	4749.62	4868.36
	17	3805.42	3900.55	3998.07	4098.02	4200.47	4305.48	4413.12	4523.44	4636.53
	16	3624.21	3714.81	3807.68	3902.87	4000.45	4100.46	4202.97	4308.04	4415.74
Fin. Admin Asst. III, Police Admin. Asst. III	15	3451.62	3537.92	3626.36	3717.02	3809.95	3905.20	4002.83	4102.90	4205.47
Ut. Maint. Worker I Fin. Admin Asst. II, Police Admin. Asst. II	14	3287.26	3369.44	3453.68	3540.02	3628.52	3719.23	3812.22	3907.52	4005.21
	13	3130.73	3208.99	3289.22	3371.45	3455.73	3542.13	3630.68	3721.45	3814.48
Animal Control Officer Fin. Admin Asst. I, Police Admin. Asst. I	12	2981.64	3056.18	3132.59	3210.90	3291.18	3373.46	3457.79	3544.24	3632.84
	11	2839.66	2910.65	2983.42	3058.00	3134.45	3212.81	3293.14	3375.46	3459.85
Ut. Maint. Seasonal/Temp/Entry	10	2704.44	2772.05	2841.35	2912.38	2985.19	3059.82	3136.32	3214.73	3295.10

Effective January 1, 2021

Employee by Employee Best Fit Analysis
with footnotes (highlighted in yellow)

Name/Position	Base 2019	2020 2%	2020 15% Increase PWD Duties	Best Fit Rate Amount	Best Fit Rate Percentage	2021 2%	Hourly Rate	Note
Doug Frantum Utility Maintenance Super. Range 24, Step I	5,147.45	5,250.40	6,037.96	6,396.14	5.93%	6,524.06	37.64	
Andy O'Connor WWTP Supervisor Range 23, Step I	5,147.45	5,250.40	6,037.96	6,091.56	0.89%	6,213.39	35.85	
Robert Thompson WWTP Operator II Range 20, Step G (I)	4,902.34	5,000.39		5,008.56	0.16%	5,108.73	29.47	1
Jeremy Bowen Utility Maint. Worker III Range 20, Step F (H)	4,782.77	4,878.43		4,886.40	0.16%	4,984.13	28.76	2
Brian Casey Utility Maint. Worker III Range 20, Step F (H)	4,782.77	4,878.43		4,886.40	0.16%	4,984.13	28.76	3
Chris Trunkey Utility Maint. Worker II Range 17, Step C (E)	3,849.69	3,926.68		3,926.88	0.00%	4,005.42	23.11	*4
Ben Perez Utility Maint. Worker I Range 14, Step I	3,849.69	3,926.68		3,926.68	0.00%	4,005.21	23.11	
Randy Patterson Utility Maint. Worker I Range 14, Step D	3,402.56	3,470.61		3,470.61	0.00%	3,540.02	20.42	
Shelley Enderby Finance/Admin Asst. II Range 13, Step E (F)	3,315.68	3,381.99		3,387.98	0.18%	3,455.74	19.94	5
Jessica Guthrie Police Adm. Asst./ACO Range 12, Step D	3,051.09	3,112.11		3,147.94	1.15%	3,210.90	18.52	
Jeff Raley Bldg. Official/Code Enf. II Range 20, Step A (C)	4227.28	4,311.83		4318.87	0.16%	4,405.25	25.42	6

* Can't go below Step C, which is \$3,919.67 on the Best Fit Salary Grid

() Former Step position as of 12-31-2020

1. Both remaining steps will be added since this employee been at Step I for more than 2 years, as of 1/1/21
2. Moves to Step G in the new salary grid as of 05/01/2021
3. Moves to Step G in the new salary grid as of 09/16/2021
4. Moves to Step D in the new salary grid as of 09/16/2021
5. Moves to Step F in the new salary grid as of 02/01/2021
6. Moves to Step B in the new salary grid as of 03/01/2021 to Step C in the new salary grid as of 09/01/21

City of Goldendale

Local 1533-G_Municipal Employees

2021-2022 CBA - Addendum 22.2 A - Page 4 of 5

ADDENDUM
22.2 A

BEST FIT EXPLANATION
REGARDING NEW PAY PLAN
AND EMPLOYEE PLACEMENT

1. Based on the RANGE classification in the New Salary Grid (2.5% Steps and 5% Ranges) Pay Plan, each employee, except the Supervisors, were placed in the pay plan by RANGE position.
2. Then, according to the STEPS in the pay plan, each employee was placed in the RANGE in the “Best Fit” methodology salary position as determined by the City Administrator.
3. If the “Best Fit” methodology as determined by the City Administrator resulted in movement to the left of the current STEP position, additional Steps were added to the number of steps to the left of the current STEP position as of December 31, 2020, and the next STEP will become effective on the anniversary date in 2021.
4. In no case did the “Best Fit” methodology determined by the City Administrator result in a pay decrease. Even though the STEP position is different.
5. The City Administrator’s decisions regarding all wage calculations as well as all “Best Fit” placements shall be final and binding on all parties and shall not be subject to the grievance procedures.
6. This 2021-2022 CBA supersedes and takes precedence over all prior MOA’s addressing terms and conditions contained in this CBA including the MOA’s previously ratified and signed by the parties pertaining to Employer no longer employing a Director of Public Works position and transitioning some of the duties to the Utility Maintenance Supervisor and the W/WWTP Supervisor. The “Best Fit” pay modification reflected in the provision above pertaining to the Utility Maintenance Supervisor position pay will be effective January 1, 2020. The City Administrator’s decisions regarding all wage calculations as well as all “Best Fit” placements shall be final and binding on all parties and shall not be subject to the grievance procedures.
7. The new job descriptions for the Utility Maintenance Supervisor and the W/WWTP Supervisor are hereby adopted and implemented as determined by the City Administrator and his determinations shall be final and binding on all parties and shall not be subject to the grievance procedures.