

AGENDA BILL: G3

AGENDA TITLE: UNIFORMED EMPLOYEES COLLECTIVE BARGAINING AGREEMENT 2022 – 2024

DATE: MAY 2, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

A 2022 – 2024 collective bargaining agreement between the uniformed officers and the City has been negotiated. In accordance with the council's direction, find attached the final version of the Uniformed Employees Contract with the City of Goldendale.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A 2022 – 2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND COUNCIL 2 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES REPRESENTING LOCAL 1533-G UNIFORMED OFFICERS.

2022-2024

COLLECTIVELY BARGAINED AGREEMENT

Between

**CITY OF
GOLDENDALE, WASHINGTON
and
COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES**

REPRESENTING

**LOCAL 1533-G
UNIFORMED EMPLOYEES
(POLICE DEPARTMENT OFFICERS)**

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

EFFECTIVE

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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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 City CBA recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time Uniformed Employees in the Police Division as certified by the Public Employment Relations Commission (PERC) on July 7, 1993, Case #10519-E-93-1739 (adjusted in 1997 for RCW 41.56.430), excluding the Chief, Assistant Chief, management personnel and elected officials.

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

2.3 Police Administrative Assistant: Effective January 1, 2022, this position shall be represented by the Union as a member of this bargaining unit; provided, however, under no circumstances shall this position be eligible for Interest Arbitration under Chapter 41.56, RCW as pertains to Uniformed Personnel and impasse in CBA negotiations. The Police Administrative Assistant position bargaining rights shall end with PERC

Mediation. The Police Administrative Assistant position's working conditions, benefits and all CBA provisions shall be governed by only the terms and conditions of the Municipal CBA except as otherwise agreed to in writing by the City Administrator and AFSCME Representative. None of the provisions of this Uniformed Employees/Personnel CBA shall apply to the Police Administrative Assistant.

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

2.5 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 42.56.080.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

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

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

ARTICLE III - NONDISCRIMINATION

3.1 Nondiscrimination: It is mutually agreed that there shall be no discrimination because of lawful union 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 Dismissal: The termination of employment of a regular full-time, regular part-time employee pursuant to Article XIX.

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

4.6 Employer: The City of Goldendale.

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

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

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

4.10 Promotion/Transfer: If the six month (6) probationary period of an employee who has been promoted/transferred to a new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted/transferred. Any employee who is promoted/transferred to a higher classification shall be placed at the minimum salary for that class unless that minimum is

lower than or the same as the employee's salary at the time of the promotion/transfer. At no time shall the rate of pay in the higher classification be less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

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

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

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

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

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

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

4.17 Union: 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 right to make and implement those decisions without negotiations about the decision(s) and the effect(s). Those core rights include, but are not limited to the following:

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

5.2 Cooperation: The Union agrees to give full cooperation in carrying out the functions vested in the Employer for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the

provisions of the CBA or the rules and regulations herein agreed to. Violations by employees of the provisions of this CBA or the rules and regulations referred to above will warrant reasonable disciplinary action.

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

5.4 Past Practice: The Employer may change, alter or terminate past practices subject to the Employer providing the Union 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.

ARTICLE VI - EMPLOYEE RIGHTS

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

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

reason, the employee shall be apprised of rights of appeal and representation, as provided by the Union and the grievance procedure.

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

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

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

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

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

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

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

- (a) Will not have seniority or other job rights;
- (b) May be laid off or terminated at the discretion of the Employer;
- (c) Will be evaluated by the department head during probation to help gain regular employee status;
- (d) Upon the successful completion of the probationary period, the new employee will be entered on the seniority list as of the original date of original hire;
- (e) Notice of end of probationary period shall be given in writing to the employee within five (5) working days after completion of the one (1) year probationary period, the period being computed from the original date of hire or from the date of successful completion of the basic law enforcement academy, whichever is later;
- (f) Employees on probation do not have the right to the grievance procedure.
- (g) Employees promoted to a higher classification must complete a six (6) month probationary period.

ARTICLE XI - DISCIPLINARY ACTION

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

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

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

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

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

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

11.4 Notice: Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any pre-disciplinary or disciplinary meeting of the subject of the meeting and their right to Union 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 at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation/rebuttal which will be attached to the Employer's disciplinary action document.

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

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

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

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

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

ARTICLE XII - HOURS OF WORK

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

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

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

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

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

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

12.7 Overtime:

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

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

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

12.9 Callback:

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

12.10 Court Time:

- (a) When an employee is required to appear and/or testify in court as a result of their employment during regular work hours, they shall be paid at their regular hourly rate of pay and shall apply as time worked towards the forty (40) hour overtime threshold.
- (b) When an employee is required to appear or testify without twenty four (24) hour notice, they shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual time in court with a minimum of two (2) hours.

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

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

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

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

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

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

ARTICLE XIII - LAY OFF AND RECALL

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

- (a) In the event of a layoff, employees will be laid off from the affected job classification(s), giving consideration to seniority within the affected classification and the ability of the employee to perform the remaining work available, without further training as determined by the Employer. When

two (2) or more employees have relatively equal experience, skill and ability to do the work without further training as determined by the Employer, the employee(s) with the least seniority will be laid off.

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

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

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

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

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

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

13.6 Accruals: Benefits shall not accrue during lay off. Employees recalled who accept the recall within one (1) year from the date of the lay off shall have previously accrued

seniority and sick leave prior to lay off restored. Recalled employees shall not be required to serve a six (6) or twelve (12) month probationary period.

ARTICLE XIV - HOLIDAYS

14.1 Paid Holidays: Effective beginning in 2022, these holidays shall be designated as paid holidays for those employees who fill regular positions:

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

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

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

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

14.4 Holiday Scheduled During Time Off: If an employee receives the designated holiday off as part of his/her regularly scheduled hours of work, he/she shall receive eight (8) straight time hours of lieu time. He/she shall not receive any additional holiday pay, nor lieu time off.

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

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

14.7 Lieu Time and Carry-Over:

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

ARTICLE XV - VACATION / ANNUAL LEAVE

15.1 Vacation Accrual:

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

Months of Completed Service	Monthly Accrual Rate In Hours	Yearly Rate in Hours Per Year
DOH - 24	08.00	96
25- 60	10.00	120
61-108	12.00	144
109-168	14.00	168
169 -240	16.00	192
241 and over	20.00	240

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

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

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

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

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

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

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

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

15.9 Maximum Vacation Carryover/Exception/Payout:

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

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

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

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

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

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

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

leave within a twelve (12) month calendar year. The decision to exercise this option the Employee shall request the vacation buy back prior to December 1st of the year in which the Employee is requesting. The Employer will pay the Employee their vacation pay out within the first ten (10) days of December.

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

ARTICLE XVI - SICK LEAVE AND SHARED SICK LEAVE POOL

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

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

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

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

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

16.5 Accrual Usage: Employees may only use the actual number of sick leave hours/days accumulated. Sick leave accrues on a bi-monthly basis. Sick leave is, however, not available for use until earned and posted to the employee's accrued

vacation leave following the end of the current pay period. Employees are responsible to monitor their accrual balance to avoid shortfalls and excesses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) It is understood by the parties that those employees applying for hours from the Shared Leave Pool are ineligible for continuation of Washington State Industrial Insurance benefits.
- (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.

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

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

ARTICLE XVII - OTHER LEAVES

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

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

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

17.4 Leave of Absence for Union 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 should be made to the Employer at least fourteen (14) working days in advance of the date the requested leave is to become effective.

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

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

ARTICLE XVIII - TRAINING AND TRAVEL

18.1 Please see Addendum 18.1.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 Employee Grievances: Crucial to the cooperative spirit with which this CBA is made between the Union 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.

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 Public Safety Director. 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 Public Safety Director.
- (b) **Step II**: Should the aggrieved employee decide that the reply of the supervisor is unsatisfactory; the aggrieved employee shall within ten (10) working days submit the facts of the grievance in writing to the City Administrator. Upon receipt of the written facts of the grievance, the City Administrator shall within ten (10) working days submit his/her written answer to the Union 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 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 Employer will then issue a decision within twenty (20) working days from the date of the meeting.
- (d) **Step IV**: If the decision is contested, the grievance shall be submitted to final and binding arbitration within thirty (30) working days following the date of receipt of the decision referenced in Step III hereinabove and in accordance with the following provisions. The Employer and the Union 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 hereinabove. The request shall specifically identify the issue(s) related to the grievance as previously established during the original finding of said grievance.

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

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

19.8 Limitation, Scope and Power of Arbitrator:

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

- (d) The arbitration shall be conducted in accordance with PERC rules and regulations.

19.9 Arbitration Award - Damages - Expense:

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

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

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

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

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

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

- (a) The purpose of the committee will be to review the insurance programs and benefit packages and to make recommendation to the City and the Local as to changes to the insurance packages, in order to bring about more responsible utilization of benefits. The committee may also compare the present insurance packages to any other insurances that may be available and make recommendation to the City and the Local on possible changes of insurance providers.
- (b) The City agrees to provide the committee and the Union 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 the discussions but within the timeframe of the notice issued by the broker and/or carrier, the City reserves the right to make the final and binding decision and to implement the decision.

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

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

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

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

ARTICLE XXII - WAGES

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

22.2 Wages: Effective January 1, 2022, the wage grid will be adjusted with a market rate adjustment from calendar year 2021. Police Sergeants wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of Ten Percent (10%); Police Officers wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of Ten Percent (10%); and the Administrative Assistants wage grid will be increased by Six Percent (6%) plus a Four Percent (4%) Wage Adjustment for a total of Ten Percent (10%). The calculations shall be determined by the Employer and are not subject to the grievance procedures.

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

Effective January 1, 2024, the wage grid from calendar year 2023 will be increased by Three Percent (3%). The calculations shall be determined by the Employer and are not subject to the grievance procedures.

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

22.4 Longevity pay shall be paid as follows:

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

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

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

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

22.6 Paydays: Shall be on or before the 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.

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

ARTICLE XXIII - JOB POSTING, TRANSFER AND PROMOTIONS

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

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

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

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

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

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

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

ARTICLE XXIV - ENTIRE CBA

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

ARTICLE XXV - SEPARABILITY

25.1 Separability:

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

ARTICLE XXVI - SAVINGS CLAUSE

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

ARTICLE XXVII - TERM OF AGREEMENT

27.1 Term of Agreement: This Agreement shall become effective January 1, 2022, except as otherwise provided, and shall remain in effect until December 31, 2024.

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 April _____, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

Eddie Allan
Staff Representative Council 2

Michael Canon, Mayor
City of Goldendale

Mike Smith
Negotiation Team Local 1533-G,
Uniformed

Larry Bellamy
City Administrator

Represented by:

Leo Lucatero
Negotiation Team Local 1533-G,
Uniformed

Anthony F. Menke
Management Attorney

Maria Hutchins
Bargaining Team/Local 1533-G,
Uniformed

ADDENDUM 11.3
VERBAL REPRIMAND

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

Notes: _____

Signature of Supervisor and Date

Signature of Employee and Date

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

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

ADDENDUM 16.21
SHARED LEAVE CONTRIBUTION

Local 1533-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 is allowed.
4. Receipts are required for reimbursement.

D. LODGING EXPENSES:

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

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

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

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

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

ADDENDUM 22.7
2022, 2023, 2024 WAGE GRIDS

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

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

**Salary Schedule
2024 Wage Grid**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Position:	6 months	6 months	1 year	1 year	1 year	1 year	1 year	1 year	+
Police Sergeant	6066.18	6217.83	6373.28	6532.61	6695.92	6863.32	7034.90	7210.78	7391.05
Police Officer			5632.88	5773.70	5918.04	6065.99	6217.64	6373.08	6532.41
Police Officer (Probation)	5361.16	5495.19							
Police Adm./Evidence Tech	4440.85	4551.88	4665.67	4782.31	4901.87	5024.42	5150.03	5278.78	5410.75
Police Admin. Asst. III	4028.01	4128.72	4231.93	4337.73	4446.17	4557.33	4671.26	4788.04	4907.74
Police Admin. Asst. II	3653.53	3744.86	3838.49	3934.45	4032.80	4133.63	4236.97	4342.89	4451.46
Animal Control Officer	3479.54	3566.53	3655.70	3747.09	3840.77	3936.79	4035.21	4136.09	4239.49
Police Admin. Asst. I	3479.54	3566.53	3655.70	3747.09	3840.77	3936.79	4035.21	4136.09	4239.49

AGENDA BILL: I1

AGENDA TITLE: ENACTING GMC CHAPTER 8.02

DATE: MAY 2, 2022

ACTION REQUIRED:

ORDINANCE X COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

Please find attached the final version of the enactment of GMC Chapter 8.02 that authorizes the recovery of cost associated with responses to hazardous materials incidents.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE ORDINANCE NO. 1518 WITH IS THE ENACTMENT OF GMC CHAPTER 8.02 THAT AUTHORIZES THE RECOVERY OF COST ASSOCIATED WITH RESPONSES TO HAZARDOUS MATERIALS INCIDENTS.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, ENACTING GOLDENDALE MUNICIPAL CODE CHAPTER 8.02, "HAZARDOUS MATERIALS CLEANUP," TO AUTHORIZE THE RECOVERY OF COSTS ASSOCIATED WITH RESPONSES TO HAZARDOUS MATERIALS INCIDENTS WITHIN THE CITY OF GOLDENDALE RESPONSE AREAS.

WHEREAS, there are occasions when motor vehicle accidents (MVAs) or transporters of hazardous waste create incidents or major spills of chemical-based products, petroleum-based products, or hazardous materials; and

WHEREAS, incident sites involve (but are not limited to) traffic control, scene safety issues, and hazardous material spills that necessitate emergency response by Goldendale Public Safety personnel; and

WHEREAS, responses to and/or recovery from emergencies and disasters require purchases to replace supplies, periodic and scheduled maintenance on apparatuses, fuel purchases, staff expenses, and repair and/or replacement of protective equipment as required by the City or by law; and

WHEREAS, RCW 4.24.314 authorizes fire departments to recover reasonable and necessary costs incurred while protecting life and property that exceed the normal and usual expenses anticipated for fire protection and emergency services; and

WHEREAS, the City of Goldendale believes that its taxpayers should not be required to bear the extraordinary costs of responding to MVAs and hazardous materials incidents, regardless of size, and that such extraordinary costs should be chargeable to the liable party and/or transporters and users of hazardous materials to reimburse the City; and

WHEREAS, standard responses require the placement of emergency vehicles, emergency flares, cones, redirection of traffic flow, and addressing spillage of hazardous materials; and

WHEREAS, the City must provide recovering data pertinent to filing a claim of a reasonable administrative fee that should also be paid by the liable party causing said claim; and

WHEREAS, the Goldendale Fire Department is the appropriate agency to have jurisdiction over such incidents.

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

Section 1. GMC Chapter 8.02 Enacted. Goldendale Municipal Code (GMC) Chapter 8.02 is hereby enacted to read as follows:

**CHAPTER 8.02
HAZARDOUS MATERIALS CLEANUP**

Sections:

8.02.010	Definitions
8.02.020	Compliance
8.02.030	Liability for extraordinary costs
8.02.040	Incident response costs
8.02.050	Presentation of claims
8.02.060	Fees

8.02.010 Definitions

As used in this chapter, these terms shall be defined as follows:

1. "Extraordinary costs" means those reasonable and necessary costs incurred by the City of Goldendale, Goldendale Fire Department, and local authorities in the course of protecting life and property that exceed the normal and usual expenses anticipated for police and fire protection, emergency services, and public works. These shall include, but not be limited to, overtime for City employees; unusual fuel consumption requirements; any loss or damage to City-owned equipment; the purchase or lease of any special equipment or services; and all processing and data collection costs required to protect the environment, community property, and the public during the hazardous materials incident.

2. "Hazardous materials" means:

a. Materials which, if not contained, may cause unacceptable risks to human life within a specified area adjacent to the spill, seepage, fire, explosion, or other release, and will, consequently, require evacuation;

b. Materials that, if spilled, could cause unusual risks to the general public and to emergency response personnel responding at the scene;

c. Materials that, if involved in a fire, will pose unusual risks to emergency response personnel;

d. Materials requiring unusual storage or transportation conditions to assure safe containment; or

e. Materials requiring unusual treatment, packaging, or vehicles during transportation to assure safe containment.

3. "Hazardous materials incident" means an incident creating a danger to persons, property, or the environment as a result of spillage, seepage, fire, explosion, or release of hazardous materials, or the possibility thereof.

4. "Person" means an individual, partnership, corporation, or association.

8.02.020 Compliance

Any person transporting hazardous materials shall be responsible for the cleanup of any hazardous materials incident that occurs during transportation, and shall take such additional action as may be reasonably necessary after consultation with the Goldendale Fire Department in order to achieve compliance with all applicable federal and State laws and regulations.

8.02.030 Liability for extraordinary costs

Any person responsible for causing a hazardous materials incident, other than operating employees of the transportation company involved in the incident, is liable to the City for extraordinary costs incurred by the City in the course of protecting the public from actual or threatened harm resulting from the hazardous materials incident. The liability stated in this chapter applies to an owner of a vehicle or a vehicle operated with the owner's permission, the owner of a property or an individual on the owner's property, or a person who willfully or negligently causes or permits such an incident to occur.

8.02.040 Incident response costs

Any person causing a hazardous materials incident requiring a City of Goldendale, Goldendale Fire Department, or local authority response shall be responsible for the extraordinary costs of the hazardous materials incident response. Such costs shall include, but not be limited to, traffic control, detours, scene safety, removal of debris resulting from the hazardous materials incident, hazardous materials control, and hazardous materials removal.

8.02.050 Presentation of claims

The City of Goldendale, Goldendale Fire Department, and local authorities may present claims for liability under this chapter, bring actions for recovery thereon, and settle and compromise, in their discretion, claims arising under this chapter.

8.02.060 Fees

a. A minimum preparedness fee and response fee of \$250.00 is affixed to any such hazardous materials incident, increased by an annual inflator tied to Medical Care CPI or 3.0%, whichever is greater.

b. Mitigation costs for cleanup of a hazardous materials incident will be based on the Washington State Department of Natural Resources annual Fire Chiefs Wage and Equipment Rate Guide.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON THIS _____ DAY OF MARCH 2022.

Michael Canon
Mayor

ATTEST:

Connie Byers
Clerk-Treasurer

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE: