

# COLLECTIVE BARGAINING AGREEMENT

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CITY OF PASCO

&

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 280

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01/01/2016 – 12/31/2019

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**COLLECTIVE BARGAINING AGREEMENT**  
*between*  
**CITY OF PASCO**  
*and*  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 280**

This Agreement is made and entered into by and between the City of Pasco, Washington, hereinafter referred to as the "City", and Local Union #280 of the International Union of Operating Engineers, hereinafter referred to as the "Union", which represents the bargaining unit employees within the Public Works Department's maintenance and operations divisions and the bargaining unit employees within the Facilities Division responsible for the parks, golf course, and cemetery.

**WITNESSETH:**

The City and Union recognize harmonious relations should be maintained between them and the public. All will benefit by continued peace and by adjusting any differences which may arise by rational common sense methods. The agreements made herein are in keeping with that spirit of cooperation.

**ARTICLE 1 – Recognition**

The City of Pasco recognizes International Union of Operating Engineers, Local #280 as the exclusive representative for all the employees coming within the classifications covered by this Collective Bargain Agreement.

**ARTICLE 2 – Term and Scope of Agreement**

**Section 2.1 Term/Entire Agreement.** This Agreement and the terms stated herein unless otherwise specified, shall be and hereby do become effective on the date last written below when this agreement is executed by both parties and shall remain in full force and effect until December 31, 2019.

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matters deemed a proper subject for collective bargaining.

The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each party voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter which is not specifically referred to or covered in this Agreement.

**Section 2.2 Severability.** If any provisions of this agreement or the application of such provisions should be rendered or declared invalid by court action or by reason of any existing or subsequently

enacted legislation, the remaining parts and portions of this Agreement shall remain in full force and effect. Any provisions declared invalid will be subject to immediate re-negotiation by the parties.

**Section 2.3 Supersedes Municipal Code/Administrative Policy.** It is understood and agreed that, in accordance with the Pasco Municipal Code (PMC 2.42.540) where there is a conflict between any provisions of this Agreement and any provision of the code, the provisions of this Agreement shall govern. The rights and privileges granted in the Pasco Municipal Code do not apply to the represented employees under this Agreement, unless explicitly provided for therein.

**Section 2.4 Supervisory Employees.** Management pledges that supervisory employees, not part of the bargaining unit, in the normal course of their assignment will not work with tools, except in the event of a bona fide emergency where such “hands-on” help will prevent loss or damage to persons or property.

### **ARTICLE 3 – Union Membership**

**Section 3.1 Union Security.** All full-time regular employees of the City and those part-time and temporary-seasonal employees defined in Article 1, coming within the classifications covered by this Collective Bargaining Agreement, shall be required to be members in good standing in accordance with the constitution and bylaws of the International Union of Operating Engineers Local 280. Each new employee shall become a member of the union or pay to the union an amount equivalent to the collective bargaining expenditures. All new employees shall become members in good standing of the Union within thirty (30) calendar days after the date of their employment.

**Section 3.2 Statement of Meaning.** The foregoing provisions shall not be construed to deny the City the right to select any new employees, or to terminate probationary employees at any time without recourse to the Discipline (Article 7) or Grievance Procedure (Article 8). The terms of this agreement shall apply to part-time employees who work twenty (20) hours a week or more and for more than six (6) consecutive months and shall apply to temporary-seasonal employees who work more than thirty (30) days in continuous employment. All other employees shall be exempt from these provisions. (For temporary-seasonal workers refer to Note 6 on Employee Wage Schedule.)

**Section 3.3 Dues.** The City will deduct membership dues and pay to Local #280 or to its designee from the wages of all employees covered by this bargaining agreement except under circumstances of objection based upon bona fide religious beliefs. Deductions will be authorized in writing. The City agrees to submit a monthly accounting of such deductions including employee names and identifying each employee’s deducted amount. Such assignment cannot be revoked within six (6) months or before the termination of this Agreement, whichever occurs first. The Union agrees to hold the City harmless against any claims brought or issued against the City because of the operation of Article 3, as long as such claims do not arise out of errors or negligence on the part of the City.

The City shall submit written notification to the Union’s Business Representative within twenty (20) days of the employment, promotion out of bargaining unit or termination of any employee covered by this Agreement.

## **ARTICLE 4 – Union Business**

Except as specifically provided, no Union business shall be conducted on City time, nor utilize City facilities, supplies or equipment.

**Section 4.1 Negotiating Committee.** No more than three (3) employees, shall be granted leave from duty without loss of pay for all meetings between the City and the Union held for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty. The Union agrees to cooperate with the City in the scheduling of such meetings at times with the least interference with such members scheduled work.

The negotiating committee members in order to prepare for negotiations with the City or the bargaining representative with employees on union business, may meet after the employees' work hours and on their own time at the Parks Department or Public Works maintenance facilities.

**Section 4.2 Bulletin Board Posting.** The City shall furnish bulletin board space at each City maintenance facility or building where bargaining unit employees perform work; for the use of the Union for posting Union announcements and related material.

**Section 4.3 Union Business Agent.** The business agent of the Union shall be allowed admission to the employer's place of business at any reasonable time during working hours for the purpose of contacting the Union Steward or investigating conditions existing on the job, provided the agent first notifies the Human Resources Manager and or relevant department director, subject to the provisions of Section 4.4.

**Section 4.4 Shop Steward.** The Union shall have the right to set up regular shop steward meetings, but there shall be no more than one shop steward per work group. The City shall be notified in writing of the person so certified. Except for actual meetings with management to discuss adjustment of grievances, or where special permission has been obtained from a Department Director (or his/her designee), Union business will be conducted on breaks, lunch periods and employee time.

## **ARTICLE 5 – Management Rights**

**Section 5.1 Reservation of Rights.** The City retains and reserves all rights, powers, responsibilities and authority conferred upon and vested in it by the Law and Constitution of the State of Washington and the United States.

**Section 5.2 Delineation.** The Union recognizes that the City is legally responsible for the operation of the Public Works Department's Maintenance and Operations divisions, and the Facilities Division of the Administrative and Community Services Department. The City has the necessary authority to discharge all of its functions and responsibilities to include the following, subject to the laws above-mentioned and except as specifically abridged, modified or limited by the provisions of this Agreement:

**5.2.1** Establish, plan for, and direct the work force toward the organizational goals of City government.

**5.2.2** Determine the organization, necessity and level of activity or service provided to the public.

**5.2.3** Determine the City budget and financial policies including accounting procedures.

**5.2.4** Establish, regulate and administer a personnel system, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention and classification of positions with due regard to fairness, objectivity, and uniform application.

**5.2.5** To suspend, demote, discharge or take other appropriate disciplinary action for just cause.

**5.2.6** Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency and safety thereof. Provided, however, in the event the City contemplates the subcontracting of work normally performed by the bargaining unit, the City's obligations shall be to give the Union written notice at least thirty (30) days prior to the decision to contract and to bargain with the Union over the effects and impacts on the bargaining unit of the decision to contract out.

**5.2.7** Determine and change the number and locations and types of operations; processes and materials to be used in carrying out all City functions.

**5.2.8** Assign work to employees in accordance with classifications and position descriptions, and establish and change work schedules, except as restricted by this Agreement.

**5.2.9** Relieve any employees from duty due to lack of work or insufficient funds.

**5.2.10** Take all actions necessary to carry out the mission of the City in emergencies. An emergency means any unanticipated event threatening the public health or safety.

## **ARTICLE 6 – Non-Discrimination**

**Section 6.1** There shall be no discrimination against any employees because of union membership, or non-union membership. In accordance with applicable law, the Employer, the Union, or members of the Union shall not discriminate against any employee covered or not covered by this Agreement because of race, creed, color, national origin, sex, age, religion, marital status or disability, except in the instance where age, sex, sexual orientation, or absence of a disability may constitute a bona fide occupational qualification under applicable law.

The Union agrees to work with the employer in instances of discriminatory or harassing behavior on the part of represented employees.

**Section 6.2** Whenever a male noun/pronoun is used in the Agreement it shall be construed to include male and female employees.



## **ARTICLE 7 – Employee Responsibility/Discipline**

**Section 7.1 Employee Responsibility.** The Union agrees that its members who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and its service at all times. The Union and its members give their unequivocal pledge that they will neither instigate, support, nor condone a strike, work stoppage or slowdown against the City during the term of this Agreement. Provided, however, except for emergencies, employees shall not be required to cross a legally sanctioned (an AFL-CIO sanctioned) picket line against another employer, but in such cases the City may perform the work by contract or by supervisors.

**Section 7.2 Just Cause.** The City shall not take disciplinary action against any employee without just cause. The City retains the right to discharge new employees at will during or at the end of the probationary period and the discharge shall not be made the subject of a grievance either by the employee or the Union.

**Section 7.3 Progressive Discipline.** Discipline of non-probationary employees in circumstances not warranting termination will normally follow a progressive disciplinary pattern with the objective of correcting the problem. When deciding the degree of discipline, the City will take into consideration the circumstances surrounding the incident(s), the severity of the offense, and the past work record and past conduct of the employee. The City reserves the right to initiate discipline at any level depending upon the severity of the occurrence. When meeting with a management supervisor or at any hearing where discipline is being considered, the employee shall be entitled to be accompanied by a Union representative.

**Section 7.4 Termination/Discharge.** In the event a discharge is under consideration:

**7.4.1** An employee shall be provided, in writing, with a notice of the charges and an explanation of the evidence supporting the employee's misconduct and the severity of the possible discipline. The employee shall be given an opportunity to respond to the charges, before the City Manager, as to why the proposed discharge should not be taken.

**7.4.2** The employee may have a Union representative at the pre-discharge hearing, if requested.

**7.4.3** The City's explanation of evidence at the pre-discharge hearing should be sufficient to apprise the employee of the basis for the proposed discharge action. This rule, however, should not be construed to limit the employer, employee or the Union at a subsequent hearing from presenting a more detailed and complete case, including the presentation of witnesses and documents not available at the pre-discharge hearing.

**7.4.4** Unless otherwise agreed by the employee, a decision shall be made by the City Manager within fourteen (14) calendar days after the close of the pre-discharge hearing.

**Section 7.5 Appeal to Grievance Procedure.** All disciplinary action of non-probationary employees is subject to the grievance procedure. A suspension, demotion or discharge is subject to the grievance procedure starting at Step 3, the City Manager level. Any other grievable item placed in the employee's personnel file is subject to the grievance procedure beginning at one step higher than the original level of disciplinary action.

**Section 7.6 Confidential.** Individual employee records and files are confidential and must be kept in a secured area at City Hall. Employees will have access to their personnel files on employee time for their review. Employees may request and receive a copy of any document in their personnel file. A Union representative may have access to an employee's personnel file and copy any document therein, provided, he/she is authorized in writing by the employee.

An employee may request of the Human Resources Manager to withdraw disciplinary documents from his/her personnel file at any time subject to approval of the City Manager or his designee.

## **ARTICLE 8 – Grievance Procedure**

**Section 8.1 Purpose.** One of the purposes of this Agreement is to provide for the resolution of good faith employee complaints or grievances promptly and fairly. Unless or until an action or conduct of the City made the basis of a grievance is corrected, modified, suspended or revoked, no employee shall act in disobedience to or in disregard of such action or conduct.

**Section 8.2 Scope.** Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and shall be subject to this grievance process.

**Section 8.3 Retaliation Prohibited.** Initiation of any step of the grievance process shall not subject the employee to discrimination, coercion, restraint or reprisal as a result of the good faith initiation of such action.

### **Section 8.4 Procedure.**

**8.4.1 Step One. Grievance to Division Manager.** As soon as possible, but in no case later than fourteen (14) calendar days following an alleged wrongful act, an employee and/or his/her agent shall state his/her grievance in writing on a standardized grievance form to the relevant Division Manager to attempt settlement of the dispute. Following such filing, the Division Manager shall, within fourteen (14) calendar days of receipt of the written grievance, provide the employee with a written answer to the grievance, which shall be in writing.

**8.4.2 Step Two. Written Grievance to Department Director.** If the employee is dissatisfied with the decision of the Division Manager, the matter may be submitted to his/her Department Director within fourteen (14) calendar days of the date of the Division Manager's decision. Such grievance shall be in writing and:

**8.4.2.1** Concern matters or incidents that have occurred or are scheduled to occur.

**8.4.2.2** Detail the facts upon which the grievance is based.

**8.4.2.3** Refer to the section(s) of the agreement alleged to have been violated.

**8.4.2.4** Specify the relief sought.

**8.4.2.5** Include the Division Manager's written response, if any is made. The Department Director shall make an investigation of the relevant facts and circumstances and notify the employee of his decision in writing within fourteen (14) calendar days after receiving the grievance. Said investigation may include a meeting with the grievant and/or his/her agent and the supervisor.

**8.4.3 Step Three. Grievance Appeal.** If the employee is dissatisfied with the decision of the Department Director, he/she may, within fourteen (14) calendar days of the date of the Department Director's decision, forward a request for review to the City Manager. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step Two and the reasons therefore.

Upon receipt of the appeal, the City Manager shall, within fourteen (14) calendar days make an investigation of the relevant facts and circumstances and notify the employee of his decision. Said investigation shall include a meeting with the grievant and/or his/her agent and the Department Director.

If the employee is not satisfied with the decision of the City Manager, he/she may forward a request to the union representative to, within fourteen (14) calendar days of the date of the City Manager's decision, forward a request for review by an independent Fact Finder to the City Manager. Said request shall delineate the areas of agreement and disagreement with the decision of the City Manager and the reasons therefore. The Union and the City shall attempt to agree upon a person who would act in such a capacity. If the parties fail to agree upon and/or obtain a Fact Finder within seven (7) working days of service of the request, then either party may request the Federal Mediation and Conciliation Service (FMCS) to supply the names of five (5) disinterested individuals who are qualified and willing to perform as an impartial Fact Finder in the dispute. Upon receipt of said names, the parties shall meet within fourteen (14) calendar days to make a selection. Selection shall be achieved by alternate striking of names with the party striking first being determined by a coin toss.

The Fact Finder shall convene a hearing in the City of Pasco within thirty (30) days of selection by the parties. At said hearing the parties may present evidence and sworn testimony as well as cross-examine one another's witnesses. Each of the parties agrees to produce any records or materials which the Fact Finder may require relative to the dispute.

Upon closure of the hearing, the Fact Finder shall promptly issue written findings and recommended action(s). In formulating his/her position, the Fact Finder shall designate the losing party. The opinion shall not attempt to destroy, change, delete from, add to or alter the terms of this Agreement.

Within fourteen (14) calendar days of the City Manager's receipt of the Fact Finder's written opinion, the City Manager shall either affirm, disaffirm, or amend said opinion and provide the reasons therefore. The result of the City Manager's review shall be final and binding on the parties and there shall be no further appeal.

Each party shall bear the cost of the preparation of its own case. The cost of the Fact Finder shall be borne by the parties in equal amounts, including related fees, expenses and room rental. In the event the



City Manager does not follow the recommendation of the Fact Finder's written opinion, the City shall bear the full cost of the related fees, expenses, etc. of the Fact Finder.

## **Section 8.5 Special Provisions.**

**8.5.1** The term "employee" as used in this Article shall mean an individual Union member, a group of Union members, and/or their Union agent.

**8.5.2** An aggrieved party shall be granted time off without loss of pay for the purpose of any hearings held on a grievance.

**8.5.3** A grievance may be advanced to any step in the grievance procedure if the parties so jointly agree in writing.

**8.5.4** The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

**8.5.5** Any grievance shall be considered settled at the completion of any step if the employee is satisfied or if the matter is not presented to a higher authority within the prescribed period of time.

## **ARTICLE 9 – Hours of Work**

**Section 9.1 Breaks/Clean-up.** Lunch breaks will normally be taken at the appropriate shop. However, in cases where the work site is closer to another City facility that contains restroom facilities and normal eating facilities the employee(s) may take their lunch break at that facility. Employees may also take their lunch break at a commercial restaurant, provided the break site shall be a reasonable travel time from the work site. The City will allow some additional lunchtime in deference to the travel time required if approved in advance by the City. Employees, on the other hand, understand it may be appropriate for their foreman or other supervisor to speak to them during the lunch period about a work assignment or that it may be necessary that they answer a telephone call if the phone is temporarily unmanned by the secretary or other supervisory employee. A fifteen (15) minute rest break, approximately at the mid-point of the first half of each shift and at the mid-point of the second half of each shift shall be scheduled for fifteen (15) minutes, including travel time. Each employee shall be permitted up to ten (10) minutes personal clean up time at the end of the shift. It is understood that an employee not needing the full ten minutes to utilize for clean-up will be engaged in productive work activity, including the completion of work related paperwork during that time period.

The fifteen (15) minute rest break at approximately the mid-point of the second half of each shift provided for in section 9.1 will continue to be tacked on to the thirty (30) minute lunch break by maintenance crews, as is the past-practice under the current contract language of Sections 9.1 and 9.4.

**Section 9.2 Work Schedules.** The Union recognizes the right of the City to establish and/or modify work schedules and the City recognizes the need to confer with the Union to take employee interest into account. Except for emergency situations or as provided in Section 9.7, at least forty-eight (48) hours

notice will be given to the Union before an overall long-term or seasonal change in work schedule is implemented.

**Section 9.3 Hours of Work.** The normal hours of work for a scheduled shift shall not exceed eight (8) hours in any one day, nor ten (10) hours a day for employees normally scheduled to work four (4) days in a designated seven (7) day work period. The work day shall be continuous, interrupted only by designated rest and meal breaks and the standard shift will normally be completed between 7:00 a.m. and 5:00 p.m. Nothing herein shall be construed as a guarantee of a forty (40) hour work week.

To promote efficiency and productivity, deviation from the normal work day may be required, provided an employee reporting and scheduled for work is given no less than four (4) hours and no more than ten (10) hours of work or no more than twelve (12) hours of work when scheduled to work four (4) days in a designated seven (7) day work period. Provided, however, in emergency situations involving the immediate threat of harm to persons or property, employees may be required to work beyond the ten (10) and twelve (12) hour maximum limits. When practical, scheduling changes resulting in less than the normal hours of work on a particular day should precede or follow a scheduled day or days off so as to extend off-duty time. The discretion given to the employer by this sub-section shall not be used by the employer as a punitive measure against any employee or exercised so frequently as to make the normal work week schedule and work week provisions of this contract meaningless.

**Section 9.4 Lunch Period.** The standard day shift shall include a non-compensable lunch period of not less than thirty (30) minutes or more than one (1) hour. Traveling to and from the work site, City facilities or other work headquarters for lunch period shall be on the employee's own time.

Employees in the Wastewater Collections section and in the Wastewater Plant section and those employees when handling pesticides shall have up to ten (10) minutes personal cleanup time prior to the lunch period, if necessary. In addition, employees required by the City to remain on duty, at a prescribed work site, in the interest of the City during their lunch period, shall be considered working and compensated accordingly.

**Section 9.5 Work Week/Pay Period.** Subject to the exceptions cited below, the standard work week for full-time employment shall be forty (40) hours long within a seven (7) day work period, and eighty (80) hours of work shall constitute the standard pay period. The standard work week shall not exceed five (5) continuous days.

**Section 9.6 Non-Standard Shifts.** Non-standard shifts for Water Treatment Plant Operators are bracketed in continuous eight (8) hour segments of working time within the period running from 4:00 p.m. of one day to 8:00 a.m. of the next day. The first of these shifts shall be titled the "swing shift" and the second of these shifts, following the end of the first one, shall be titled the "graveyard shift". Employees assigned to any such non-standard shift work schedule shall receive shift differential pay pursuant to Section 14.3.3.

**Section 9.7 Irregular Shifts and Work Weeks.** Irregular shifts and irregular work weeks, not coincidental with the standard descriptions provided herein, may be designated by management to accommodate the peculiar characteristics of street sweeping, park maintenance, wastewater plant, reuse facility and water treatment plant operation. Established irregular shift schedules will not normally be changed without mutual agreement between the City and the Union.

**Section 9.8 Snow Removal and Control.** When snow removal and control are required to provide safe driving conditions on City streets or to keep streets open to traffic, management may adjust shifts or require greater than normal working hours as reasonably necessary, but for only so long as conditions require.

## **ARTICLE 10 – Sick Leave**

**Section 10.1 Scope/Conditions.** Employees shall earn and may be granted time off with pay covering periods of illness or involuntary physical incapacity, except time off caused by accident in connection with other gainful employment, at the rate of one work day for each calendar month of service. Sick leave may be accumulated up to a maximum of one hundred and twenty (120) working days, which computes to nine hundred and sixty (960) working hours. In order to be granted sick leave with pay, an employee must meet the following conditions in accordance with departmental regulations:

**10.1.1** Report to his/her Division Manager, immediate supervisor, or designated representative, prior to the beginning of the scheduled work day the reason their symptoms cause the employee to be absent from work.

**10.1.2** An employee on sick leave shall keep his/her supervisor informed of his/her condition daily, except in known cases of extended illness.

**10.1.3** An employee that is absent from work for five (5) or more days may be required to provide a fitness for duty statement from a licensed health care provider verifying his/her fitness to return to work. If such examination is required, the employer shall pay the full cost.

An employee that is absent from work at the direction of a licensed health care provider shall, upon his/her return to work, provide to the employer a release to return to work from the provider. The employer shall provide a form for the health care provider to complete for this purpose.

**10.1.4** An employee must permit the City to make a medical examination or nursing visit if the City deems it so desirable. The expense of such professional medical examination or professional nursing visit shall be paid by the City. Provided, however, this section is superseded by Article 16, in the case of time off caused by an on-the-job illness or injury covered by State Industrial Workers Compensation.

**Section 10.2 Sick Leave Taken.** Sick leave taken will count as hours worked, within the seven (7) day work week, for the purpose of straight time and not for the purpose of overtime at the rate of one and one-half (1½) the regular rate of pay.

**Section 10.3 Illness in Family.** Notwithstanding any other Article, employee shall be allowed to use accumulated sick leave for periods of illness or involuntary physical incapacity of himself or a family member as defined by the Family Medical Leave Act (federal FMLA), the Family Care Expansion Act (Washington) or any other applicable laws which may be promulgated during the term of this Agreement. Under FMLA, the employee will be required to show satisfactory proof of an illness/injury of himself or the family member needing care. (See Section 13.4 for additional FMLA language.)

**Section 10.4 Doctor and Dentist Appointments.** Bona fide doctor and dentist appointments of the employee and as covered by state/federal law are an authorized use of sick leave, but the employee is required to give his/her supervisor at least five (5) days advance notice of any such appointment. In the event of a medical emergency or acute illness, said notice requirement is waived. The City recognizes that sudden changes in appointment times may occur due to the availability of health care providers. The name of the treating doctor or dentist, the location where the treatment or examination shall take place, the date and the time that the appointment is scheduled are items of information that the employees are required to provide to their supervisor in support of a sick leave request for a doctor or dentist appointment, when such information is requested by the supervisor. Employees shall endeavor to schedule appointments outside of regular work hours.

**Section 10.5 Fraudulent Use of Sick Leave.** Any use of sick leave outside of the terms of this Agreement through fraudulent means not involving a bona fide physical incapacity, shall be considered a serious offense and shall constitute a just cause action for formal disciplinary measures, including termination.

**Section 10.6 Vacation Leave Option.** At the option of the employee, sickness in excess of the maximum number of days accrued may be charged to unused vacation leave.

**Section 10.7 Termination.** Any employee terminating service due to their retirement, or resignation upon giving two (2) weeks advance notice thereof, or leaving City service due to death or layoff, shall receive payment for twenty-five percent (25%) of his/her accumulated and unused sick leave. Maximum conversion to pay shall be for an aggregate of one hundred eighty (180) hours (22.5 days) at the then prevailing hourly rate. Payment may be made in a lump sum or spread over a period not to exceed three (3) months, at the option of the City. This benefit shall not be available to any employee discharged for cause.

## **ARTICLE 11 – Vacation**

**Section 11.1 Accrual** (Subject to 11.3 maximums). Employees shall earn vacation per each month of continuous service in accordance with the following schedule:

Years of Service	Amount Bi-Weekly	Amount Annually
1-5	3.7 hrs.	96 hrs. (12 days)
6-10	4.62 hrs.	120 hrs. (15 days)
11-14	5.54 hrs.	144 hrs. (18 days)
15 or more	6.28 hrs.	164 hrs. (20.4 days)

**Section 11.2 Vacation Scheduling.** A vacation schedule shall be developed by the Department Director at the beginning of the calendar year which indicates to the extent reasonably possible, when each of the employees in a particular work unit desires to be away on vacation. Such schedules shall be in harmony with the letter and spirit of this Agreement.

**11.2.1** In January, the employer will schedule vacations for the calendar year and the following January. Requests shall be submitted by employees during the first two (2) weeks of the month. The



employer shall prepare the schedule during the latter two (2) weeks of January. In the event of a conflict between requests, the employee with the longest service record shall be allowed vacation at that time. Vacation requests submitted to the employer after January of any calendar year shall be considered by the employer on a first-come-first-serve basis. Vacation requests submitted to the City will be approved or not approved within a reasonable period of time.

**11.2.2** Vacation requests submitted to the employer after the first two (2) weeks of January of any calendar year shall be considered by the employer on a first-come-first-serve basis. Vacation requests submitted to the City will be approved or not approved within a reasonable period of time.

**11.2.3** All vacations shall be scheduled by the City at times when they will constitute minimum conflicts with work schedules. Vacations shall normally be taken in periods of at least one (1) week's duration; however, vacation requests for periods of one (1) hour or more may be made. Approval of employee requests shall not be unreasonably withheld. When two (2) or more employees performing the same function request a vacation during the same calendar week and the City will allow only one (1) employee off during that period, the employee requesting the vacation first shall be allowed the vacation at that time, but the City will strive to accommodate additional employee vacation requests. Consideration will be given to allowing full-time employees summer vacations when practical.

**Section 11.3 Maximum Accrual.** No vacations may be taken prior to the first six (6) months of continuous employment. No accumulation of accrued vacation credit in excess of what the employee earns in a one and one-half (1½) year period will be permitted. However, when an employee is within six (6) pay periods of reaching maximum accrual, the employer can require the employee to submit within one (1) week a plan to timely take vacation to avoid reaching maximum accrual. If the employee fails promptly to submit the requested plan, the Department Director or his designee will not be required to grant untimely vacation requests from the employee in order to avoid losing additional vacation accrual until vacation is scheduled and taken under the provisions of this article, permitting further accrual.

**Section 11.4 Vacation Taken.** Vacation taken will count as hours worked, within the seven (7) day work week, for the purpose of straight time and not for the purpose of overtime at the rate of one and one-half (1½) the regular rate of pay.

**Section 11.5 Termination from Service.** An employee who retires from City service shall receive payment for up to two hundred-forty (240) hours (30 days) of accrued vacation. Any excess vacation must be taken prior to the last day of employment. An employee who separates from City service for other than retirement shall be entitled to pay for all accumulated vacation unless termination is made during the initial probationary period or less than two (2) weeks' notice has been made to the appropriate Department Director.

**Section 11.6 No Mandated Vacation Shutdown.** Employees in the respective departments shall not be required to take their vacations at the same time.

**Section 11.7 Leave Without Pay.** If an employee requests additional vacation over what he/she has accrued, such requests may be granted by the Department Director, without pay.

**Section 11.8 Vacation Buyout.** If an employee requests to work his/her earned vacation period, such request may be approved by the Department Director and the City Manager, provided there is sufficient money available in the budget to offset the additional cost. Such requests will only be considered in the case of exceptional need. However, each employee after entering their tenth (10<sup>th</sup>) year of continuous service may convert up to five (5) days accrued vacation to cash in December of each year, provided the employee has maintained satisfactory work performance as shown on their last performance evaluation and has used at least ten (10) vacation days during the calendar year in which the cash out is taken.

**Section 11.9 Early Return to Work.** Employees required to return to work from vacation by direction of management shall be compensated on a one-for-one basis up to a maximum of three (3) work days at the rate of one and one-half (1½) times the regular straight time rate of pay for the hours actually worked. Vacation leave not taken will be scheduled for a later date by mutual agreement of the employee and his/her Department Director.

**Section 11.10 Cancellation.** When an employee is scheduled vacation leave at least three (3) months prior to the time taken and the City cancels the vacation with less than thirty (30) days notice, then the employee shall be paid in accordance with Section 11.9 above.

**Section 11.11 Unavailability of Vacation.** In the event the City denies an employee the opportunity to take vacation, even though the employee submitted the vacation plan required by Section 11.2.1 and 11.3, and the employee has reached the maximum accrual of vacation time, then the City will pay the employee for days accrued but not taken in excess of the maximum accruals allowed until the employer permits vacation to be taken.

## **ARTICLE 12 – Holidays**

**Section 12.1 Official Holidays.** The following are official holidays for all represented City employees.

<b>12.1.1</b>	January 1	New Year's Day
<b>12.1.2</b>	Third Monday in January	Martin Luther King's Birthday
<b>12.1.3</b>	Third Monday in February	Presidents' Day
<b>12.1.4</b>	Fourth Monday in May	Memorial Day
<b>12.1.5</b>	July 4	Independence Day
<b>12.1.6</b>	First Monday in September	Labor Day
<b>12.1.7</b>	November 11	Veterans' Day
<b>12.1.8</b>	Fourth Thursday in November	Thanksgiving Day
<b>12.1.9</b>	The day following Thanksgiving	
<b>12.1.10</b>	December 25	Christmas Day

### **Section 12.2 Personal Holiday**

**12.2.1** Regular, full time employees shall be eligible for one (1) personal holiday per calendar year. They shall be eligible for the first personal holiday after six (6) months of continuous employment and have passed probation.

**12.2.2** Regular, part time employees shall be eligible for one (1) personal holiday (pro-rated) per calendar year. They shall be eligible for the first personal holiday after six (6) months of continuous employment and have passed probation.

**12.2.3** Seasonal employees who have been continuously employed by the City of Pasco for six (6) months or more each calendar year shall be entitled to one (1) personal holiday at their regular rate of pay.

**12.2.4** The employee shall give fourteen (14) days' notice of the requested personal day off. Approval shall be subject to staffing or emergency requirements of the division/department.

**Section 12.3** When any of these holidays falls on the first scheduled day of rest, it shall be observed by the employee as a holiday on his/her last preceding regularly scheduled work day. When any of these holidays fall on the second scheduled day of rest, it shall be observed by the employee on his/her next succeeding regularly scheduled work day.

**Section 12.4** Authorized holidays falling during an employee's vacation period shall not be counted as vacation leave taken.

**Section 12.5 – Working the Holiday.** An employee who works on a holiday will be paid a premium of one and one-half (1½) times the regular rate of pay (holiday premium) for all hours worked. In addition to the holiday premium, the employee shall be paid for eight (8) hours for the holiday (paid holiday). Holiday means one of the designated holidays in Article 12.1. *Note: holiday premium pay is not overtime and therefore cannot be subject to the compensatory time benefit.*

Floating personal holiday at employee's choice. Only available if employee has been continuously employed by the City for more than six (6) months and have completed their probationary period. This personal holiday will not carry over to the following calendar year.

## **ARTICLE 13 – Other Leaves of Absence**

**Section 13.1 Jury Duty.** The City shall grant a leave of absence with pay to an employee to (a) serve on a jury in a federal, state or local court, or (b) serve as a witness in a criminal or civil case in the line of duty. Pay during such leave shall be at the employee's regular rate less compensation received (exclusive of mileage) for jury or witness duty performed.

**Section 13.2 Bereavement Leave.** Administrative Order No. 226 as written, or as subsequently amended or revised will apply to employees represented by this agreement.

**Section 13.3 Medical Leave without Pay.** Upon application of a regular employee, a leave of absence without pay may be granted for up to one (1) year by the City Manager for a disability because of sickness or injury.

## **Section 13.4 Family Medical Leave Act (FMLA)**

**13.4.1** Administrative Order No. 231 of the City Manager, originated November 22, 1993, setting forth the implementing procedures of the FMLA by the City is hereby incorporated by this reference herein as if specifically set forth.

**13.4.2** Employees are cautioned to be mindful of the thirty (30) day advance notice and the use of the FMLA Leave Request Form when family or medical leave is intended to be used.

**13.4.3** FMLA leave may be coordinated with other leave benefits as noted in Administrative Order No. 231. Any conflict between a provision of this Agreement and Administrative Order No. 231 shall be resolved in favor of the language of this Agreement.

## **Section 13.5 General Leaves of Absence.**

**13.5.1 Unpaid Leave.** The City Manager may authorize a personal unpaid leave of absence, up to a maximum duration of one (1) year. This leave of absence may not be used for purposes of other employment (except for US military service).

**13.5.2 Military Leave.** An unpaid leave of absence, under the rules of USERRA, will be granted for service in the US Armed Forces (including the US Coast Guard and National Guard). The employee on military leave of absence will follow all return requirements as noted in USERRA. Failure on the part of the employee to notify and report to the City for employment as required by USERRA will be considered voluntary resignation.

**13.5.3 Reinstatement.** Upon expiration of an approved leave of absence, an employee shall be reinstated in the position held at the time the leave was granted, if the position is still remaining, or in a position of similar responsibility. Only the employees advanced to fill the temporary vacancies created by the leave of absence shall be affected and, in each case, shall return to the jobs they left. Employees who are granted a leave of absence shall not lose their established seniority.

**13.5.4 Union Office.** Any employee appointed or elected to office in Local Union No. 280 shall not lose his/her established seniority with the City if granted a leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year, except that the City may grant extensions in increments of one year for as long as the City deems practical.

## **ARTICLE 14 – Classification and Wages**

### **Section 14.1 Rates of Pay. (See Wage Schedule.)**

- **2016** – New wage schedule effective January 3, 2016, minimum 2% (for current members only at the time for ratification). If not reflective in the new wage scale, increase will be provided in a lump sum payment.
- **2017** – 1.5% to deferred compensation with city match in lieu of cost-of-living adjustment (cola).



- **2018** – 1.5% to deferred compensation with city match in lieu of cola.
- **2019** – 90% of CPI-U (West Coast B/C) June to June – 1% minimum – 3% maximum.

**14.1.2** Certification premiums will be effective the first full pay period following full ratification of this agreement

**14.1.3** Re seasonal employees: Each seasonal employee after completion of his sixth (6<sup>th</sup>) month of work will be credited an additional eight (8) hours regular pay upon request, in the following pay period or on his final paycheck. This incentive shall in no way create or cause an overtime pay claim by the employee or other employee(s) that pay period nor shall it be counted toward working hours.

**Section 14.2 New Employees.** The City, at its discretion, may hire a new employee at a higher entry level rate if s/he has a college degree or years worked in an applicable field.

**Section 14.3 Overtime.** Overtime work shall include only that work performed by represented employees at the direction of their Department Director or Division Manager, or his authorized representative, and shall be as follows:

**14.3.1** Time worked in excess of eight (8) hours per day and/or forty (40) hours in a designated seven (7) day work period, shall be paid at time and one-half (1½) of the regular rate. The work week shall not be lengthened solely to take advantage of an employee's illness; vacation or holiday so as to avoid overtime pay. Overtime will be distributed equitably among those employees who normally perform the work.

Compensatory time may be granted in lieu of overtime pay. Compensatory time will be administered pursuant to Administrative Order No. 279, originated August 27, 1986, including an amendment thereto that the city reserves the right to pay off the accumulated compensatory time of any employee, at any time, at the then prevailing rate.

**14.3.2** An employee who is called back to work from off the work site shall receive pay at the overtime rate of time and one-half (1½) for all hours worked. Employees called out who are not carrying a cell phone shall also receive a call out premium pay of forty dollars (\$40.00). This section shall not apply to employees who are held beyond the completion of their shift.

**14.3.3** The shift differential premium for swing and graveyard shifts shall be fifty (\$.50) cents an hour and shall be considered a part of base pay. This differential shall not apply to employees who are entitled to premium or overtime pay for such work.

**14.3.4** Whenever an employee's shift hours are changed to accommodate emergency snow removal (see Section 9.8), the employee shall receive call-out pay.

**14.3.5** Within the Facilities Division, at least one (1) bargaining unit employee shall be permitted (normally at their option, but may be required by the employer) to work at any location requiring any number of seasonal/temporary employees performing bargaining unit work beyond the scheduled end of shift, except: 1) when such seasonal/temporary employees are performing custodial

duties or the mowing of grass or 2) on weekends or holidays if the hours of work assigned to the respective seasonal/temporary employees are their regularly scheduled hours and the work assigned is within the scope of their regularly assigned duties.

**14.3.6** Qualified Facilities Division bargaining unit employees shall have the option to work beyond regularly scheduled hours to perform authorized repair of Facilities Division equipment (excluding vehicles) when, in the sole discretion of the supervisor, said repairs can be performed in the time period available, would not interfere with the performance of regular duties of the respective employee, and the overtime cost of the repair is not expected to exceed the labor cost associated with other repair options available to the employer.

**Section 14.4 Paid Meal.** Employees called back to work from off the work site or held beyond the end of their normal shift, shall be eligible for twelve (\$12.00) dollars for the cost of a prepared meal under the following conditions:

**14.4.1** Call back work must be for four (4) or more continuous hours.

**14.4.2** Held over work must be for two (2) hours or more continuous hours. Time utilized for such meals shall not be compensable unless the employee is required to remain on duty as described in Section 9.4.

**Section 14.5 Cellular Phone.** The Employer and any employee may mutually agree that the employee will accept stand-by assignments and carry the cellular telephone. Said employee will be paid a premium (not included in base pay for overtime purposes) in the amount of three dollars (\$3.00) per hour.

**14.5.1** Should an insufficient number of qualified employees volunteer for stand by duty (one (1) week rotation), the Union agrees that the manager may create an on call list including all applicable employees in the division(s). The City agrees that twelve (12) persons (excluding Water & Waste Water Treatment Plant employees) volunteering for stand by for filed calls would be a sufficient number.

**14.5.2** Each employee on stand-by will be in a location when outside of their regular shift hours where that employee can be reached by cellular telephone assigned to the employee (by mutual agreement) for emergency call-in purposes and respond to the site of their respective workplace no later than thirty (30) minutes from the time the call was received. The cellular phone shall be furnished to the employee at no cost to the employee. Use of the cellular phone is authorized for no other purpose than to receive and/or respond to an emergency call-in. An employee on stand-by who becomes sick or has such emergency arise that he or she is unable to respond to a call-in shall call their Manager or the Manager's designee in order that the Manager can then exercise management judgment in such emergency conditions.

**14.5.3** Stand-by can be traded between employees rotating the assignment of the cellular telephone within their respective division with prior notice and approval from the appropriate division Manager.

**14.5.4** The rotating stand-by lists will be prepared by the appropriate Division Manager and updated by the Manager as needed.

**14.5.5** The employee shall not be required to be assigned on stand-by during the employee's scheduled vacation unless the employee so consents.

**Section 14.6 Headquarters/Travel.** Employees shall travel from work site to work site on City time and shall report to the department headquarters where they are regularly employed, although they may be assigned to work within any department covered by this Agreement. When an employee is assigned to work in a division in which he/she is not regularly employed, shall report to the headquarters for that division while on temporary assignment. Meals may be taken at the nearest location where sanitary facilities are available or at the employee's division headquarters.

**Section 14.7 Pay Period/Payday.** The City will pay employees on the basis of twenty-six (26) pay periods per year and payday will normally be every other Friday. If a payday falls on an authorized holiday, every effort will be made to pay employees on the preceding business day. Existing paycheck stub information showing the employee's accrued vacation and sick leave, and amount of regular and overtime hours worked, will continue to be provided by the City.

**Section 14.8 Relief from Duty.** Except due to disciplinary action, an employee who reports to a normally scheduled shift and is relieved from duty prior to the normally scheduled end of his/her shift, shall receive a minimum of four (4) hours pay, inclusive of hours actually worked.

**Section 14.9 Temporary Assignment.** Any employee covered by this Agreement working out of classification shall be paid the rate of one dollar (\$1.00) per hour above his regular rate of pay for the first hour and for each additional working hour thereafter until relieved of the temporary assignment. Working out of classification means the employee is required to perform substantially all of the essential job functions of the higher classification.

## **ARTICLE 15 – Insurances**

**Section 15.1 Group Medical Insurance.** The City shall make available group medical and hospital insurance; the premiums for which shall be shared by the City and the employee, subject to the below cited conditions. The City may deduct such premium amount from the employee's paycheck on a regular basis.

**15.1.1** The Non-Represented medical insurance premium, medical insurance premium cap and medical plan (e.g., coverage, deductibles, maximum out of pocket amounts, etc.) will be followed.

**15.1.2 Prescription card benefit.** The Non-Represented prescription card benefit will be followed.

**15.1.3 Wellness program benefit:** The Non-Represented wellness benefit will be followed.

Notwithstanding; the above, in the event state or federal legislation requires the Employer to make changes in the group medical benefits provided employees during the life of this Agreement, the Employer reserves the right to make the required changes, provided, however, the employer provides the bargaining representative with at least thirty (30) days advance notice of the change(s) and further provided that, either the employer or the union may require this subsection to be re-opened in

negotiations if the change results in a reduction of benefits or an increase (by at least 10%) in the amount of premium paid by either the employer or the employee for the employee, their spouse and dependents by providing the other with written notice within fourteen (14) days receipt by the bargaining representative of the notice from the employer of the proposed changes. In addition the City agrees to comply with RCW 41.56 if additional benefits are added to the current plan.

**Section 15.2 Dental Insurance.** The City will continue to offer dental benefits to each employee and their dependents. The Non-Represented dental benefit will be followed.

**Section 15.3 Insurance Carrier.** The City retains the right to select the carrier for any or all of the above coverages provided employee contributions are not increased nor benefits reduced, except as permitted above.

**Section 15.4 Group Life.** The City, at its expense, shall make available group term life insurance of \$15,000, face value, for each employee.

**Section 15.5 Vision Care.** The City shall make available the vision insurance available to covered employees and their dependents which is available to non-represented employees and their dependents. The premium for vision insurance will be shared with the City at 50%-50%.

## **ARTICLE 16 – Occupational Injury/Illness**

**Section 16.1** An occupational injury/illness will be accordance with Administrative Order No. 250 – Workers Compensation (Industrial Insurance) dated February 10, 2011. Any conflict between a provision of this Agreement and Administrative Order No. 250 shall be resolved in favor of the language of this Agreement.

**Section 16.2 Sick Leave Without Pay.** Sick leave without pay, once all earned leave benefits are exhausted, may be granted by the City for an employee on leave due to accident or illness, but such leave shall not exceed one (1) year in duration. During this time, the employee shall continue to earn seniority within the Union but will not be eligible to receive or accrue other benefits under this contract or other City ordinances, resolution or administrative order.

## **ARTICLE 17 – Training**

**Section 17.1 Maintenance of Certification.**

**17.1.1** Employees required by the City to maintain a valid Washington State Public Operators' Pesticide License shall receive training at City expense.

**17.1.2** Employees required by the State of Washington and the City to maintain certification in water distribution or operation and sewer plant operation, as a condition of their employment, shall be offered training in addition to safety and first-aid training, at City expense, sufficient for the employee to earn at least the minimum number of CEU's required to maintain their State Certification for the position the employee holds for the City.



**17.1.3** “At City expense” as used herein means that the employee will be paid for the time spent in a seminar, class or other City selected training where CEU’s are earned. The cost of registration and required materials, and the actual cost of transportation (if outside the Tri-Cities area). No overtime will be claimed unless mandated by the FLSA or state law. Travel time to and from any employer offered training is not compensable unless required by the FLSA.

**17.1.4** The City shall determine the means of transportation for training outside of the Tri-Cities area. If the employee’s personal automobile is used as the means of transportation, the City shall pay the employee’s mileage at the then current prevailing Federal (IRS) mileage rate.

## **ARTICLE 18 – Transfers, Force Reduction and Rehire**

**Section 18.1 Layoff/Bumping.** In the event of a layoff, the employee with the shortest length of continuous service in the job classification affected shall be laid off first. Employees being laid off may choose to transfer to an equal or lower pay classification within the bargaining unit, provided that the employee meets the minimum job qualifications for the position, including the passage of any written and practical tests which would be given to an applicant for the position were it otherwise open, and providing that the employee has more seniority than the employee occupying said classification, and providing that the City can provide sufficient operations. The Union shall have the right to make a written recommendation, to management explaining its views on the relative qualifications of the affected employee(s). The Union and the employer agree that, in the event of a layoff of an employee that is currently classified as a Heavy Equipment Operator, that employee would, without testing, meet the minimum qualifications for a Light Equipment Operator’s position; and that a Groundsman I would, without testing, meet the minimum qualifications for a Groundsman II position; and that any employee in the bargaining unit in a position above Utility Maintenance Worker, who possesses a current CDL, is minimally qualified, without testing, for the Utility Maintenance Worker position. Minimum job qualifications means those qualifications reflected in the then current job description of the job classification.

**Section 18.2 Seniority Retention.** Employees laid off due to force reduction will retain their established seniority for two (2) years. Seniority shall be considered broken if an employee is offered re-employment and refuses the same. Employees rehired before the two (2) years, will receive credit for sick leave accrued but not taken or cashed out at termination, upon being rehired. Employees rehired before the two (2) years will receive credit for sick leave accrued but not taken or cashed out at the time of layoff, upon being rehired. Prior service shall be counted for vacation purposes.

**Section 18.3 Employee Responsibility.** Employees who have been laid off who wish to return to work shall keep the City’s Human Resources Office advised of their current address.

**Section 18.4 Transfers/Training/Break-in Period.** When an employee is transferred to any position to which s/he has no previous experience, s/he shall be given a reasonable break-in period with an experienced person in that position. If an experienced employee is temporarily assigned to replace another employee, s/he shall be paid the amount for that classification or job assignment, but not less than the employee’s current rate of pay.

The City shall have the right to assign individuals to cross-training, not to exceed six (6) months in duration. Probationary employees may be involved in a mandatory cross-training program which is in addition to the cross-training program addressed in this article.

Any employee interested in cross-training shall submit a written request to his supervisor. Upon approval, and based on the needs of the City, said employee shall be cross-trained. Upon approval of the cross-training request, the employee who is being trained will be provided the approximate length of time involved for the purpose of the training and the training expectations.

## **ARTICLE 19– Safety**

**Section 19.1 Responsibilities.** The City will provide safety measures and safety rules to minimize accidents and health hazards to the employees during the hours of their employment. The Union agrees to cooperate with the City to the end that the employees will use such safety equipment when so provided and observe such safety and health regulations as provided by the City.

In addition, the Union agrees that the City will designate each operator to be responsible for inspecting the equipment he/she operates on a given day and will report to his/her supervisor any defects or needed maintenance.

**Section 19.2 First-Aid Training.** The City and Union recognize the first-aid obligations imposed upon the employer and employee by WAC 296-800-150. At least annually the City will offer first-aid classes for employees on City time. Employees have an obligation to participate in first-aid courses to maintain first-aid certification. However, this obligation can be fulfilled via voluntary completion of appropriate courses offered by other groups and institutions.

**Section 19.3 Equipment/Uniforms.** The City, at its expense, will provide and make available, as needed, all necessary personal equipment to assure safety and to assist in the proper performance of designated work. Such basic equipment to be provided by the City includes, but is not limited to the following:

Orange safety vests.  
First aid kits in each vehicle.  
Overboots.

Hard hats.  
Rain coats and pants.

Employees shall be responsible for the safe keeping of such equipment. Employees shall use this equipment in accordance with rules and regulations promulgated by the Department of Labor and Industries and confirmed by the City Manager. In addition, the City, at its expense, will furnish and the employee shall wear an appropriate uniform consisting of the following:

**19.3.1 A City Hat.** An employee shall wear no other hat, if wears a hat, while in the performance of his/her duties, except that a clean, plain, neutral color baseball style cap may be worn. Alternate headwear may be worn if approved by management. No logos of any kind shall be permitted other than the City logo.

**19.3.2 Pants.** Employee shall be required at a minimum to wear a clean pair of pants or blue jeans every two (2) working days. The City will provide clean uniform pants or blue jeans on an as needed basis.

**19.3.3 Shirt.** Employee shall be required to report to work wearing a clean shirt each day. Short or long sleeve shirts will be provided at the employee's option. Employees shall be provided a compliment of eleven (11) shirts. Employees shall be responsible for laundering T-shirts or uniform shirts not covered under the laundry service provided by the City.

**19.3.4 Coveralls.** Two (2) pairs of coveralls per employee will be provided by the City. The City will provide clean coveralls on an as needed basis. Employees may have the option to select eleven (11) pairs of coveralls in lieu of all other clothing allotments.

The City's name, the department's name, and the employee name shall appear on the employee's shirt. The City's name will appear on the employer provided hat. No logo or name shall appear on the employee provided hat, if any. The City will provide replacement articles as reasonable wear and tear dictates. Lost articles of clothing will be replaced at employee expense.

## **ARTICLE 20 – Seniority**

**Section 20.1 Continuous Service.** Employees covered by this Agreement shall have their seniority determined by their total length of continuous service with the City (there is no departmental seniority). In cases where two (2) or more employees start to work on the same date, the date of application for employment shall establish the position on the seniority list.

**Section 20.2 No Accrual During Probation.** The first six (6) calendar months following the date of employment shall constitute a probationary period, during which time seniority shall not apply. Once the probationary period has been completed, the employee's seniority date shall be retroactive to the employee's date of hire.

**Section 20.3 Transfers.** City employees within the departments covered by this Agreement will be given first consideration for lateral transfers and promotions to higher classifications within the bargaining unit. If an examination is given to determine qualifications, the examination shall be based exclusively on the tasks to be performed for the position to be filled. If the qualifications of applicants are equal, seniority shall govern. All those meeting the minimum announced qualifications for the position in question will be permitted to compete in the selection process. The City acknowledges the value of having uniform examinations for each job classification and will test employees, where necessary, using only standardized examinations which apply to the job classification.

**Section 20.4 Posting of Job Openings.** The posting of all job openings approved by the City Manager shall follow the creation of opening of vacancy and job vacancy shall be posted on the department and division bulletin boards for a period of at least five (5) working days. The City shall strive to fill such vacancies within thirty (30) days after the posting of such vacancy.

**Section 20.5 Promotion/Demotion - Supervisory Position.** In the event an employee covered under this Agreement is promoted into a supervisory position not covered by this Agreement, he/she will

continue to earn seniority in the classification from which he/she was promoted for the first six (6) months in the supervisory position. After six (6) months, the employee will no longer earn seniority in the classification. In the event the employee is later demoted, he/she cannot use his/her seniority to bump the person then occupying his/her former position.

## **ARTICLE 21 – Commercial Drivers License (CDL)**

**Section 21.1 Reimbursement for Costs.** The City shall reimburse employees for the following costs incurred by the employee to maintain his/her CDL and the endorsements required for his/her job duties.

License testing fees.

License fee, exclusive of regular basic driver's license fee.

The City shall arrange for and pay up front the cost of the required physical exam (that location designated by City), however, in the event the employee, after taking the physical exam, terminates their employment with the City prior to passing the necessary tests and paying the required testing and licensing fees to maintain their CDL, the cost of the physical may be deducted from the employee's final pay check.

**Section 21.2 Maintenance Responsibility.** The employees shall each be responsible to maintain their CDL with the endorsements necessary for their job duties on their own time. In the event the employee's CDL becomes invalid, then said employee shall be responsible for all costs incurred to reinstate his/her CDL and required endorsements.

**Section 21.3 New Employees.** Employees hired on the condition that they obtain a CDL within a time certain, shall be reimbursed by the City for their out-of-pocket costs for the required physical exam, test and license fees to obtain the required CDL and endorsements, but only if they are successful in obtaining the CDL in a timely manner and pass their probationary period of employment.

**Section 21.4 Motor Vehicle Accidents.** Employees shall inform their employer as required by law, of all motor vehicle accidents in which they are involved, any conviction for a criminal traffic offense, and shall sign a release authorizing the City to obtain a certified copy of their driving record from the Department of Licensing on at least an annual basis.

**Section 21.5 CDL Law Changes.** If, during the period of this contract, the law substantially changes regarding CDL's, this Article is open to re-negotiation at the request of either party.

## **ARTICLE 22 – Smoking Restrictions**

The City may institute reasonable rules concerning the prohibition of smoking in confined areas where it may bother employees or citizens who do not smoke.



### **ARTICLE 23 – Americans with Disabilities Act**

Notwithstanding any other provision of this Agreement, the employer may take all actions necessary to comply with the Americans with Disabilities Act.

### **ARTICLE 24 – Substance-Free Workplace**

Administrative Order No. 65A, dated August 28, 1992, concerning a substance-free workplace, is incorporated herein by this reference.

### **ARTICLE 25 – Implementation of Changes Upon Ratification**

Benefits of this contract (including any retroactive provisions) shall only apply to those members who are employed with the City on the effective date of the contract.

### **ARTICLE 26 – Deferred Compensation**

The City 457 deferred compensation plan is offered through ICMA RC, plan number 300890.


This deferred compensation provision is subject to the City deferred compensation rules and regulations and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

Dated at Pasco, Washington, this 7<sup>th</sup> day of June 2016.


**City of Pasco**

  
Dave Zabell, City Manager


ATTEST:

  
Debra L. Clark, City Clerk

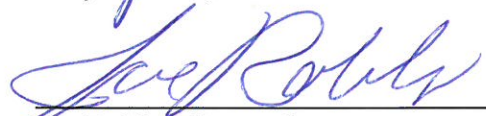
**IUOE, Local #280**

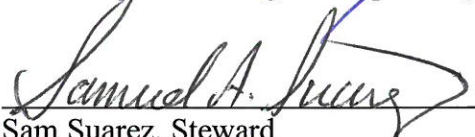
  
Debbie Hendrick, Business Manager

  
Steve Davidson, Business Representative

  
Cory Stratton, President

  
Don King, Recording/Corresponding Secretary

  
Joe Robles, Steward

  
Sam Suarez, Steward

  
Dean Pollick, Steward