

CONTRACT NO. 99-15

AGREEMENT BETWEEN
THE CITY OF RICHLAND,
WASHINGTON

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 280

2015-2017



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ARTICLE I PREAMBLE

This agreement is entered into by and between the City of Richland, hereinafter referred to as City, and the International Union of Operating Engineers Local 280, hereinafter referred to as Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, benefits and other terms and conditions of employment.

ARTICLE II RECOGNITION

The City hereby recognizes Local 280 as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and part-time employees employed within the bargaining unit and job classifications listed in this Agreement. The classifications recognized as bargaining unit positions covered by this agreement shall be listed with pay rates in Appendix A of this agreement.

Section 2.01 Unit Description

For the purposes of this Agreement regular full-time employees shall mean employees occupying budgeted positions, working a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A of the Agreement.

The City may employ temporary employees to assist with seasonal work, unusually high workloads, and temporary job vacancies due to injuries, illnesses, and other extenuating circumstances. A temporary employee will not be employed more than eight (8) months (approximately 1385 hours) in a calendar year or consecutively for more than eight (8) months (approximately 1385 hours) without an approved Request To Extend Temporary Employment (see Exhibit 'A').

When the City has a need to extend temporary employment beyond eight (8) months, the temporary employee will be re-categorized as a limited term employee. A limited term employee is defined as a temporary employee whose tenure is greater than eight (8) months but no longer than twenty-four (24) months. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time job openings. Temporary employees and limited term employees are not covered by the provisions of this Agreement unless stated specifically in writing, and are not subject to any conditions or benefits provided for in this Agreement including, but not limited to, access to the grievance procedure.

Temporary employees shall be subject only to statutory benefits with the exception of Paid Time Off (PTO) pay as specified in Section 13.01 and Holiday pay as specified in Section 13.04.

In addition to statutory benefits, limited term employees shall be provided with minimum health benefits as specified in Section 12.01(d) and leave benefits as specified in Sections 13.01 and 13.04.

Section 2.02 Communications and Notices

Any notices to be given hereunder by either party to the other, including formal written grievances, shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Director
2700 Duportail
Post Office Box 190
Richland, Washington 99352

To the Union

Business Representative
Post Office Box 807
Richland, Washington 99352

ARTICLE III TERM AND RENEWAL

This Agreement shall be for a term of three (3) years commencing the first payroll period of 2015 and ending the last payroll period of 2017.

The City and the Union agree to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than March 1, 2017.

ARTICLE IV SCOPE AND PREVAILING RIGHTS

Section 4.01 Basic Agreement

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Section 4.02 No Discrimination

The City and Union understand that state and federal law prohibit discrimination, and shall abide by and support Richland Municipal Code section 2.28.105 related to Equal Opportunity Employment.

The City and Union also agree not to discriminate against any employee because of membership or non-membership in the union.

Section 4.03 Management Rights Reserved

Any and all rights concerned with the management, authority and operation of the City are exclusively that of the City and remain exclusively vested in the City except as modified by the expressed provisions of this Agreement. Examples of these rights include:

- a. To plan, direct, control and determine the operations and services to be performed by employees of the City;
- b. To determine the methods, means, number of personnel needed to carry out the aforementioned operations and services;
- c. To hire, transfer and promote including determination of qualifications, and development of job descriptions;
- d. To discipline and discharge regular full-time employees for just cause;
- e. To discipline and discharge probationary employees for any lawful reason;

- f. To enforce code of conduct;
- g. To determine standards for employee performance and conduct;
- h. To evaluate employees including use of or modification of performance appraisal programs;
- i. To provide coaching of employees in the proper use of equipment and performance of job responsibilities which may include supervisory training in the operation of equipment or other tools;
- j. To take all actions necessary to carry out the mission of the City in emergencies. An emergency means any unanticipated event threatening the health or safety of the City's employees or the public, or to mitigate the imminent potential for property damage when IUOE resources are not immediately available.

Except as provided in this Article or elsewhere in this Agreement, the City acknowledges its obligation to bargain with the Union over the effects and impacts of Management decisions that affect wages, hours and/or working conditions, upon written request of the Union.

ARTICLE V UNION MEMBERSHIP AND SECURITY

Section 5.01 Union Membership

All employees covered by this Agreement shall as of the effective date of this Agreement be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with lawfully adopted Union rules, and as may be limited by law, and shall be members thereof, in good standing. The foregoing provision shall not be construed as denying the City to the right to hire employees regardless of whether such employees are members of the Union, but is the intent of the parties that newly hired employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.

In the event an employee member of the Union fails to maintain their membership or fair share payment to the Union, the Union will notify the City in writing through the Human Resources Department of such employee's delinquency. The City agrees to give notice to the employee within five (5) working days that the employee's employment status with the City is in jeopardy and that failure to meet the employee's membership obligation within fifteen (15) calendar days from the date such notice is received will result in termination. The Union will advise the City if the employee meets his/her membership obligation(s).

The City will provide the union a list of unit employees including the designation of their employment. Said list shall be provided on a monthly basis.

Section 5.02 Deduction of Union Dues

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues monthly for employees who have signed such written authorization. The amounts to be deducted for Union dues shall be certified to the City by the appropriate Union official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City will submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name.

Employees working less than full-time will be required to pay service dues as a condition of employment to Local 280 equal to regular Union dues. The requirement to pay monthly service dues will commence thirty (30) calendar days from the date of employment. Temporary employees will be able to participate in the dues checkoff. Temporary employees will not be otherwise covered or entitled to any provisions except as specified in the Agreement.

The Union agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions and other forms of liability, monetary or otherwise, arising from the application and enforcement of this section.

Section 5.03 Union Stewards

The City recognizes the right of the Union to designate eleven (11) stewards from among the employees covered by this Agreement. In addition to a Chief Steward, one (1) job steward may be designated from each of the following areas: 1) Solid Waste Collection; 2) Solid Waste Disposal; 3) Water Maintenance; 4) Waste Water Maintenance; 5) Equipment Maintenance/Warehouse; 6) Water Operations; 7) Waste Water Operations; 8) Parks and Facilities; 9) Streets; and 10) Meter Reading.

In addition to the grievance procedure, it is understood that a bargaining unit employee may request the presence of a union representative during a City-employee conference when one or more of the following apply: 1) as a part of an investigational interview or any meeting which could reasonably be expected to lead to or involve disciplinary action against the employee; 2) when in the best interest of all involved as determined by the supervisor; and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

Section 5.04 Union Release Time

After receiving permission from their supervisor and notifying supervisor of the employee to be visited, union Stewards may visit the work locations of employees covered by this Agreement for the purpose of investigating any grievance.

All union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other union activity during work hours. Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than provided herein. This prohibition shall extend to all City-owned equipment and facilities including mail distribution systems, voice and electronic mail, personal computers, computer software and copying machines.

The steward or employee involved in investigating a grievance during the employee's regular working hours shall not lose pay for reasonable time, as determined by the employee's non-union supervisor. International Union representatives may participate as deemed necessary by the Union. Additional non-City union representatives may participate in grievance meetings with prior notice to the Human Resources Director.

The City agrees to pay a total of fifty (50) hours to each employee sitting on the Union negotiating team while they are on duty and engaged in face to face labor agreement negotiations with the City. No more than four (4) employees shall sit on the Union negotiating team.

Section 5.05 Union Visits

The designated business agent and/or other union representatives will be allowed access and visitation rights to City property and facilities provided advance notification of such visit is given to the appropriate supervisor and the visitation will not disrupt the workplace nor interfere with productivity.

Any employee called away from his work station (including Union stewards) to confer with the Union Business Representative must do so on non-City paid time and remain in such an unpaid status for the duration of the interview. Permission for an employee to leave their work station must be received in advance from the supervisor.

The Union agrees to indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

Section 5.06 Bulletin Boards

The City agrees to maintain a bulletin board during the term of this Agreement. Space on the bulletin board will be made available to the Union. Postings by the Union on such board are to be confined to official business of the Union, and must be initialed by a union steward prior to posting.

Section 5.07 Professional Standards

In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

ARTICLE VI SAVINGS CLAUSE

Section 6.01 State and Federal Obligations

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein. The City agrees that it will notify and meet with the union regarding any changes to this agreement.

Section 6.02 Court Actions

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 6.03 Binding

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed or altered in any way whatsoever except by provision of notice, and meeting and conferring prior to implementation of any changes. It is understood that this agreement is not binding on successors or assigns.

ARTICLE VII FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements

by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council and union membership.

Non-conflicting prior practices shall continue without interruption as a prior practice, which shall be defined as a practice which has been (1) unequivocal; and (2) clearly enunciated and acted upon by both parties; and (3) readily ascertainable over a reasonable period of time as fixed and an established practice.

The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Exhibits 'B' and 'C' attached hereto are agreements between the City, International Brotherhood of Electrical Workers, Local 77, and International Union of Operating Engineers, Local 280 relating to Warehouse staffing. Said agreements are incorporated herein by reference.

ARTICLE VIII PERFORMANCE OF DUTY

The City and Union agree that public interest requires the effective and uninterrupted performance of public and emergency services. Nothing in this agreement shall be construed to give an employee the right to strike or refuse to pass through an official AFL/CIO sanctioned picket line associated with any City services. With respect to other official AFL/CIO sanctioned picket lines, employees shall be required to pass through when health, safety or emergency issues exist, or when a qualified supervisor is not available to perform the work.

No employee shall strike or refuse to perform their duties to the best of their ability during the term of this agreement. Neither the Union nor any of its members shall cause, encourage, or participate in any strike, picketing, slowdowns, sick outs, walk outs, or any other work stoppage or interference with the City's services or operations.

ARTICLE IX PROBATIONARY PERIOD, SENIORITY, PROMOTIONS AND TRANSFERS, LAYOFFS AND RECALLS

Section 9.01 Probationary Period

The first twelve (12) months of employment shall constitute a probationary period, during which time the seniority provisions of this Agreement will not apply. After satisfactory completion of the probationary period, all names must appear on a seniority list as of the first date of employment.

An extension to the twelve (12) month probationary period will be required when an employee is promoted or transferred prior to his/her successful completion of a twelve (12) month probationary period. In this case, the promoted or transferred employee shall complete six (6) months of probation in the new classification (refer to Section 9.03 Promotion and Transfers).

Supervisors shall be responsible for meeting with the probationary employee and conducting written performance evaluations following the sixth (6th) month and twelfth (12th) month, or more often if needed. Upon successful completion of probation, the employee shall be considered "regular full-time".

Section 9.02 Seniority

Seniority shall for the purpose of this Agreement be defined as an employee's length of continuous full-time service since their last date of hire, less any adjustments due to layoff, approved leaves of absence without pay or any other breaks in service. Seniority within the Division will be as of the first day of regular employment in the Division.

a. Seniority List Divisions

Water (Water Operations and Water Maintenance; includes Meter Service Worker)
Waste Water (Waste Water Operations/Waste Water Maintenance/Storm Water Maintenance)
Equipment Maintenance
Parks and Facilities
Street Maintenance
Warehouse
Solid Waste (Solid Waste Collection and Solid Waste Disposal)
Meter Reader

Seniority lists for Divisions listed above shall be updated by Human Resources and reviewed by IUOE stewards annually. The lists shall show relative position based upon:

1. Continuous service within the Division.
2. In the event of a tie on 1 above, length of service within the classification shall determine position on the list.
3. In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority lists.

b. Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee: 1) quits or; 2) is discharged for just cause; or 3) is absent for three (3) consecutive work days without notifying the City providing that the employee was able to do so; or 4) is laid off and fails to report within seven (7) calendar days after having been recalled by certified mail sent to last known address on record; or 5) fails to report for work within one (1) work day after termination of an authorized leave of absence; or 6) is laid off in excess of two (2) years; or 7) retires.

Section 9.03 Promotions and Transfers

All qualified, regular full-time City employees covered by this Agreement may apply for job vacancies for the classifications listed in Appendix A of this Agreement. The City shall internally post each job vacancy and provide qualified, regular full-time City employees covered by this Agreement first consideration over all other City employees and non-employees. Provided, the seeking of qualified applicants by posting vacancies inside and outside the City shall not be considered a violation of this agreement.

Probationary employees are not considered regular full-time employees until successfully completing a twelve (12) month probationary period; however, probationary employees are eligible to apply for promotions and/or transfers upon completion of at least six (6) months of the probationary period. An employee who is promoted or transferred prior to completion of a twelve (12) month probationary period, must successfully complete at least six (6) months of probation in the new position before becoming a regular full-time employee.

Applicants must meet the minimum qualifications for the posted job classification in order to participate in the examination process. Actual job performance, knowledge, skills, abilities, training and experience shall be considered in any examination used to determine qualifications and fitness of candidates. If the qualifications and fitness of the applicants covered by this Agreement are relatively equal, the following factors shall be considered respectively:

1. Length of continuous service within the Division (see Section 9.02 Seniority).
2. Length of continuous service within the IUOE bargaining unit.

It is understood by the parties hereto that if examinations are utilized, they will be given to all those applying for the position.

After complying with the provisions as stated above and a vacancy still exists, first consideration will be given to part-time and temporary employees who have successfully completed at least one season of employment with the City, or who receive the recommendation of their supervisor. This is not a guarantee of an offer of regular employment, and the City reserves the right to open up the application process to all other City employees and non-employees at the same time.

When an employee is promoted into a higher classification, the employee shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a seventy-five dollar (\$75.00) per month increase over the employee's base rate, but in no case will it exceed the top step of the higher classification.

When an employee is transferred to another classification, the employee shall receive the same compensation unless a higher step is required to avoid a reduction in the employee's base rate of pay. However, in no case will the employee's base rate exceed the top step of the new classification.

When an employee has been transferred or promoted into any position in which the employee has had limited experience, the employee shall be given a thirty (30) calendar day training period.

Immediately following the transfer or promotion, the employee and supervisor shall review a written summary of anticipated job duties and expectations (standards) for performance.

On or about two (2) weeks into the training period, the supervisor will meet with the employee to review and discuss the employee's Training Period Performance Review. In addition, the supervisor and employee will discuss job duties and expectations as outlined at the time of the promotion or transfer, and whether training has been adequate for the employee to learn the specific job duties encountered during the first two (2) weeks of training.

If within five (5) days before the end of the training period it is determined that the employee will not be successful in the new position based on two (2) Training Period Performance Reviews, the employee will be returned to his/her previous position. A probationary employee is not guaranteed a return to his/her previous position. If it is determined by the City that an extension of the training period is necessary to afford the promoted or transferred employee exposure to other aspects of the work as specified in the original written duties and expectations, the employee shall be notified within the time frame noted above.

It is understood that the City will not fill the vacated position with a regular full-time employee while the promoted or transferred employee is undergoing his/her training period. The vacated position may be filled temporarily by an upgrade, or a provisional appointment may be made. At such time as the employee has completed a successful training period, the vacant position may be filled in accordance with this section.

The promoted or transferred employee shall retain seniority in his/her previous seniority group until such date that a final decision is reached on successful completion of the training period.

Section 9.04 Layoffs and Recalls

When by reason of lack of work, budgetary consideration, or any other reason, it is necessary to lay off employee(s) in a given job classification within a Division, the employee with the least seniority in the classification within the Division shall be dispositioned first.

Employees being dispositioned may choose to transfer (bump) to a lower or equal paying bargaining unit classification provided:

1. The employee has more seniority in the bargaining unit than the incumbent.
2. Employee meets the current minimum job requirements of the classification.
3. The employee has previously worked in that classification or a higher level in the classification series within a Division (e.g., Maintenance Craftworker I and Maintenance Craftworker II; Utility Craftworker and General Craftworker, etc.) at an effective performance level which will be determined by a review of employee's official personnel record by Human Resources.

Employees laid off will retain recall rights for a two (2) year period; however, prior to using the recall list, each job opening will be posted to regular full-time IUOE employees first. If there are no qualified candidates, the recall list will be used.

Employees laid off shall be recalled in the reverse order to that of the layoff. Employees recalled and reinstated will retain established bargaining unit seniority for the purpose of PTO accrual and other seniority related provisions of this agreement. Accrued Grandfathered Sick Leave at the time of layoff will be credited to the employee at the time of recall/reinstatement.

ARTICLE X HOURS OF WORK AND WORKING SCHEDULES

This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing unless expressly contained within this Agreement, shall prevent the City from restructuring the normal workday or workweek for the purposes of promoting the efficiency of municipal government.

Section 10.01 Work Day

Eight (8), ten (10), or twelve (12) hour days may be considered standard work shifts for bargaining unit personnel. Division managers shall have full authority in establishing appropriate workweeks, work days and work shifts. Employees will report for work on time and ready to begin work at the designated starting time.

The workday shall be defined as commencing at the start of an employee's regular shift and shall end at the start of the employee's next regularly scheduled shift. This shall not apply to plant operators who work a non-traditional work schedule.

Section 10.02 Work Week

Forty (40) hours shall constitute the normal workweek for all regular full-time employees. The work week shall commence Sunday midnight of the current week and end midnight the following Sunday.

Section 10.03 Rest Periods

Employees shall be allowed fifteen (15) minutes of break time for each one-half (1/2) shift.

Section 10.04 Work Shift

The normal work shift shall start at 7:00 a.m. and continue until 3:30 p.m.

Employees will be allowed a ten (10) minute clean-up time prior to the end of their work shift, to the extent ten (10) minutes are needed to clean up.

Employees shall travel from shop to shop on City time and shall report at the shop headquarters in which they are regularly employed in time to begin work promptly at the designated starting time.

It is recognized that at times emergency conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area or relieved from duty per Section 10.07 and authorized to utilize available paid time off for subsequent whole day instances. The intent

of this provision is to reaffirm the willingness of the City and Union to emergency conditions may provide a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of the emergent conditions.

Where possible, employees will be provided at least seven (7) calendar day notice of permanent shift changes that will be in excess of one (1) week in duration. Individual employee(s) affected by such changes and the division steward will be notified. Temporary shift changes will be with at least twenty-four (24) hour notice, except in cases of natural or civil disaster.

Section 10.05 Meal Periods

The City retains the right to manage breaks and meal periods within State and Federal rules and regulations except that a break shall be defined as 15 minutes in accordance with Section 10.03.

The total amount of unpaid time to be allowed for the lunch period shall be one-half (1/2) hour, between 11:00 a.m. and 1:00 p.m. Employees will be allowed up to a ten (10) minute clean-up time prior to the start of their meal period. Meal periods shall normally be taken in the field for employees who normally work in the field. If a restroom is not available at the job site then employees may drive to the nearest public restroom available. Breaks and meal periods will not be combined nor stacked at the end of a shift. The one-half (1/2) hour may be changed to one (1) hour by agreement between the City and the Union.

If an employee works through his or her designated lunch period at the direction of his or her supervisor, a one-half (1/2) hour lunch period will be paid at straight time if the employee commences lunch at 12:45 p.m. or later.

Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.

Lunchtime for irregular shifts shall normally be at mid-shift.

Section 10.06 Call Outs

A voluntary call out list will be established for each operating division as required. The list will be established for a seven (7) day period, which may fluctuate during weeks in which holidays occur.

Employees who volunteer will be called out in seniority order. Subsequent call outs will commence with the next employee listed after the employee who reported for the previous call out assignment.

Employees who volunteer will be expected to report when called out. However, should an employee be unable to report and the list is exhausted, the least senior qualified employee is required to respond to such call out.

The right of the City to require such call out work is expressly affirmed by the Union.

Section 10.07 Relief From Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action.

ARTICLE XI WAGES, SHIFT DIFFERENTIALS, OVERTIME AND PAYDAY

Section 11.01 Wages

All employees covered by this Agreement and on the payroll as of the effective date of this agreement shall receive wages per Appendix 'A' attached hereto. Regular full-time employees shall be eligible for progression based on the recommendation of his or her supervisor (which may be based on performance appraisals, discipline, etc.). Progression through the range shall be in six (6) month intervals, subject to satisfactory performance. Withholding of progression shall only occur when supporting documentation of unsatisfactory performance is in a performance appraisal or disciplinary action. All such increases shall take effect at the first of the pay period following the six (6) month interval.

Section 11.02 Shift Differentials

All employees, except plant operators, who commence their shift on or after 12:00 p.m. and before 2:00 p.m., shall receive an additional forty-five cents (\$.45) per hour for all hours worked on that shift after 2:00 p.m. This rate shall be increased to fifty cents (\$.50) per hour when the shift commences on or after 10:30 p.m. and before 5:00 a.m. Shift differential shall not be applied to call out hours worked.

Shift differentials for Plant Operators are included in the wage associated with that classification.

Section 11.03 Temporary Work In A Higher Classification (Acting Pay)

A qualified employee placed on a temporary assignment to a higher classification shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a sixty dollar (\$60.00) per month increase over the employee's base rate, but in no case will it exceed the top of the higher classification scale. Such compensation will be made on an hourly basis for actual hours worked in the higher classification.

Criteria for selection of a qualified employee shall be made as follows:

1. Upgrades will be on a rotational basis among qualified employees beginning with the most senior employee.
2. In order to maintain the upgrade, the employee must demonstrate satisfactory performance in the upgrade position.
3. The employee may be removed from the upgrade if performance is unsatisfactory. The employee will be given reason(s) for unsatisfactory performance.
4. Employees may refuse an upgrade.
5. If all qualified employees refuse the upgrade, the least senior qualified employee will be upgraded.

An employee who works 1040 cumulative hours in an upgrade position is eligible for a within range increase in the upgrade position. The employee's supervisor shall be responsible for maintaining records of cumulative hours in upgraded positions, and such information shall be available to the employee upon request.

Section 11.04 Overtime

Authorized work performed by employees, which exceeds the standard work schedules may be compensated as set forth in "A" and "B" below. Overtime pay shall be calculated on the base rate of the position in which the authorized overtime was worked. Overtime worked will be accrued in tenth of hours (each tenth equaling six (6) minutes). All overtime shall be paid in the form of dollars and cents only.

- a. Time and one-half (1-1/2) will be paid for:
 1. Hours worked on the first scheduled day of rest;
 2. Hours in excess of the regularly scheduled full time work shift.

- b. Double time will be paid for:
 1. Hours worked on the second scheduled day of rest;
 2. Call-out hours during the period commencing at 12:00 midnight and ending at 7:00 a.m. or the beginning of the regular work shift, whichever is earlier;
 3. Cumulative hours worked in excess of twelve (12) in any single workday; and until six (6) hours of rest.

- c. Employees assigned to work schedules which provide for consecutive days of rest in excess of two days shall be compensated as follows:
 1. Time and a half for all hours worked on the first day of rest.
 2. Double time for all hours worked on the second day of rest.

- d. For overtime worked on subsequent days of rest, compensation shall be as follows:
 1. If the overtime worked is the first occasion during the rest day period, compensation shall be at time and a half.
 2. If the overtime worked is on the second or subsequent consecutive days after the first occasion of overtime work, compensation shall be at double time.
 3. If a break in work schedule occurs, the cycle shall commence accordingly as a first day of rest.

Section 11.05 Call-out Pay

Upon acceptance of the call-out assignment, pay for call-out time shall not be less than the equivalent of four (4) hours pay at straight time rate, unless such call-out time extends into the employee's regular scheduled shift, in which case pay shall be only for the period of time between the beginning of the call-out work and the beginning of the shift. Call-out pay shall begin at the time the employee accepts the call-out. A thirty (30) minute response time is required for call-outs.

The guarantee of a minimum of four (4) hours pay at straight time shall apply only to a two and one-half (2 1/2) hour period initiated by a call-out, regardless of how many subsequent call-outs may occur during that two and one-half (2-1/2) hour period.

A subsequent two and one-half (2-1/2) hour period initiated by a call-out. a) Occurring after completion of work and return home from a previous call-out and b) occurring after elapse of the previous two and one-half (2-1/2) hour period initiated by the first call-out, will be granted an additional guarantee of four (4) hours straight time pay regardless of how many call-outs are made during that two and one-half (2-1/2) hour period.

This procedure is repeated as necessary. After 12:00 midnight the two and one-half (2 1/2) hours referenced will become a two (2) hour period.

Section 11.06 Scheduled Overtime

Scheduled overtime shall be offered to senior qualified employee(s) on a rotational basis, and is not subject to the four (4) hour call-out provision outlined in Section 11.05, nor is an employee eligible for meals provided for in Section 10.05 of this Agreement. However, an employee shall work and be paid, at the appropriate overtime rate, for a minimum of four (4) hours for any overtime scheduled on a day of rest.

Refusal of scheduled overtime shall be charged as overtime hours worked for record keeping purposes.

The City will provide notice to affected employees no less than twelve (12) hours in advance of such scheduled overtime, except in cases of emergency.

Section 11.07 Shift Extension Overtime

Overtime, which is the extension of a shift at its end, is not to be treated as call-out or scheduled overtime but rather paid pursuant to the provisions of Article 11.0. An extension of the beginning of a shift shall not be treated as a call-out and paid accordingly.

Section 11.08 Required Overtime

In the event qualified employees do not volunteer to perform required overtime, least senior qualified employees will be required by the City to perform such required overtime work. The right of the City to require such overtime work is expressly affirmed by the Union.

Section 11.09 Meal Reimbursement

An employee shall be reimbursed for a hot meal when 1) he or she has been called out and works a minimum of three (3) hours or; 2) he or she is called out and the call-out extends into the employees regularly scheduled shift, or; 3) his or her shift is extended a minimum of two (2) hours.

The time allowed for meals shall be non-compensable. The meal period shall be on City time in all circumstances when the employee is required to remain on duty during the meal period. Meals will be reimbursed in accordance with the City's per-diem schedule. The City's per-diem schedule will be updated as the Internal Revenue Service establishes new rates.

The following meal periods will determine the appropriate meal reimbursement:

<u>Meal</u>	<u>Current Per-Diem Rate</u>	<u>Meal Period</u>
Breakfast	\$ 8.00	12:01 a.m. – 8:00 a.m.
Lunch	\$13.00	8:01 a.m. – 4:00 p.m.
Dinner	\$25.00	4:01 p.m. – 12:00 p.m.

The time the employee becomes entitled to a meal determines the per-diem rate to be used. If an employee, for example, is called out at 8:30 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 11:30 p.m. (three (3) hours after the call-out) at the dinner rate. However, if an employee is called out at 10:00 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 1:00 a.m. at the breakfast rate.

An employee shall be entitled to a second meal in the event he/she works an additional four (4) hours after he/she is entitled to the first meal.

The City will pay up to the appropriate per-diem rate for meals at Richland establishments determined by the City. Employees are not required to submit meal receipts.

Section 11.10 Payday

Normally, the City will pay its employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any payday falls on a holiday, the preceding day shall become the payday.

ARTICLE XII INSURANCE AND BENEFITS

Section 12.01 Health Benefits

- a. The City sponsored Preferred Provider Organization Plus (PPO+) Plan provides coverage for Regular Full Time employees and their eligible dependents.

Effective January 1, 2015, employees will contribute the following percentage amounts per month towards the employee and dependent health care package provided by the City, based on the tier the employee has elected. All Regular Full Time employees must enroll in a health plan tier. The monthly employee contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

<u>Employee Contribution by Tier</u>	<u>2015</u>	<u>2016</u>	<u>2016</u>
% of Tier	10%	11%	12%
Employee Only	\$113		
Employee & Spouse	\$134		
Employee & Child/Children	\$123		
Employee, Spouse & Child/Children*	\$153	\$162	\$194

**Cap on Employee, Spouse, & Child/Children ("Family") Tier*

b. Dental

The City will pay for a plan, which covers the employee and all of his or her eligible dependents. Dental election shall be based on tier as described above, and may be different than the health plan tier elected.

c. Vision

The City will pay for a plan, which covers the employee and all of his or her eligible dependents. Vision election shall be based on tier as described above, and may be different than the health plan tier elected.

- d. When statutory benefits are required under the Affordable Care Act (ACA), Temporary and Limited term employees shall only be eligible for minimum health benefits per the City's Essential Health Plan as required under the ACA. The City shall define the Plan and the rates. The Employee may opt out of coverage for the employee and dependents. The Employee shall pay 50% of the employee premium and 50% of the Child premiums. The Employee shall pay 100% of the premium for a Spouse, if elected.

The City reserves the right to select the health care carrier or administrator of said health care benefit program. The Union recognizes the City may need to make benefit plan changes as are reasonably necessary to comply with the provisions of the ACA and to avoid the need to pay penalties and/or excise tax under the ACA.

Effective January 1, 2016, the PPO+ Plan design shall be revised as follows:

Deductible - \$500 Individual, \$1500 Family

Office and Specialty Co-Pays - \$20

The City will allow IUOE members the option to enroll in a High Deductible Health Plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement, as an additional option to the PPO+ Plan. The HDHP may have a Health Savings Account (HSA) component.

The City may form an insurance advisory-only committee to explore consumerism, wellness, and healthcare costs mitigation measures during the term of this Agreement. If formed, the IUOE may designate members to participate on the Committee.

The parties agree to commence negotiations for a successor Agreement no later than March 1, 2017, to allow time for the parties to address impacts of the Affordable Care Act and avoidance of excise tax.

Section 12.02 Long Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to 60% of the monthly base salary with an elimination/waiting period of 90 days. The maximum monthly benefit shall be \$7,500.

Section 12.03 Life and Accidental Death & Dismemberment

The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary, rounded up to the nearest thousand. The City will pay the entire premium for this coverage.

Section 12.04 Deferred Compensation

a. Voluntary Program

In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in a City Internal Revenue Code (IRC) section 457 Plan.

b. City Matching Program

For regular full-time employees, the City will match an employee's contribution of up to three percent (3.0%) of base pay into either a City IRC 457 Plan or a City 401(a) Plan.

In lieu of a one-to-one match, the City has modified its match of the employee's contribution to a two-to-one match up to three percent (3%). This match modification allows employees the opportunity to reduce their contributions to the IRC 457 plan to help offset increases in health insurance premium share. For example:

<u>Employee</u>	<u>City</u>	Total
0.5%	1.0%	1.5% of base pay
1.0%	2.0%	3.0% of base pay
1.5%	3.0%	4.5% of base pay

This match modification is not applicable to the 401 (a) plan due to the irrevocable election required under the 401 (a) plan.

Section 12.05 Post Employment Health

Effective December 29, 2014, the Post Employment Health / Retiree Medical Plan and related programs will be modified and will affect employees/retirees as follows:

12.05.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan):

- 1) Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013 then had remained eligible for the Comprehensive Plan

as modified January 1, 2013. (The Post Employment / Retiree Medical Plan was modified to a Comprehensive Post Employment Health / Retiree Medical Plan.)

- 2) For retirees enrolled in the Comprehensive Plan, the plan is tiered rated based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.
 - a. For active employees who remain eligible to participate in the Comprehensive Plan, the City shall provide two separate individual-choice election periods for optional buyout (“opt-out”).
 - b. For period one, employees must elect to opt out in writing no later than April 22, 2015.
 - c. Conditioned upon 9 eligible employees opting out, and in consideration for concessions given, the wage increase for the contract will be:
 - 2015 – 2.00% general increase plus additional 0.3%
 - 2016 – 2.00% general increase plus additional 0.3%
 - 2017 – 2.00% general increase plus additional 0.3%

(If opt outs are greater or lesser than 9 in period one, the wage shall be adjusted accordingly, up or down, as follows: Depending on the number of employees electing the opt out by the deadline, the additional base wage increase of up to a maximum of 0.75% for the payroll year of 2015 will be prorated for all IUOE represented employees in accordance with the Proration Schedule (Attached). This proration schedule ensures that if up to 22 IOUE employees who are eligible for post-employment benefits choose to opt out, then all represented employees will receive the full additional 0.75% base pay for the first year of the Agreement beginning with the 2015 payroll year. The actual count of opt outs determines the additional % of base for everyone in accordance with the proration schedule, and any additional opt-outs over 22 shall not increase the base pay increase percentage (maximum additional base pay increase is 0.75%.)

- d. For the second opt out period, employees must elect to opt out no later than June 1, 2015. The actual pay out of the corresponding HRA contribution shall be made in the first pay period of the 2016 calendar year, based on the employee’s base wage as of the last day of the 2015 payroll year. Depending on the number of employees electing the buyout by the deadline, the additional base wage increase of up to 0.75% for the two remaining payroll years of the Agreement will be prorated for all IOUE represented employees in accordance with the Proration Schedule.
- e. In no case will additional adders be greater than 0.75% to base wage for each of the three years of the Agreement, assuming 22 or more opt out. Additionally, if the second opt out Period results in a higher adder to base wage than during the first opt out Period, there will be no retroactive increase to the base wage adder for the first year of the Agreement. If employees who are part of those eligible for opt out separate service from the City prior to the final June 1, 2015 opt out deadline, they shall be counted as an opt out for

purposes of determining base wage adder for all employees on the Proration Schedule.

- f. For employees electing the opt out reimbursement program in (b) or (c) above, the opt out reimbursement is based on the employee's years of service since January 1, 2003, utilizing the same formula as was used in the prior contract buy-out option. For period one elections, the reimbursement shall be dispersed to the employee's RHS account in May 2015 based on the employee's rate of pay as of December 28, 2014. For period two elections, the reimbursement shall be dispersed to the employee's RHS account in January 2016 based on the employee's rate of pay as of December 27, 2015.
- g. For employees electing the opt out reimbursement program, effective the first day of the payroll year following the election, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored ICMA RHS account.

12.05.2 For employees hired on or after January 1, 2013, in lieu of eligibility for the Comprehensive Plan, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored RHS account and the employee shall contribute one percent (1%) to the same account.

12.05.3 Transition from RHS to Section 401(a) or Section 457 due to ACA:

Effective January 1, 2018, both the employees' and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines. If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee 1% contribution shall be voluntary by the employee. Should the parties negotiate a successor Agreement prior to January 1, 2018, this provision may be altered during such negotiations to allow continuation of RHS if the RHS program is not considered a medical plan for excise tax calculation purposes.

12.05.4 Grandfather provision for former employees retired as of December 31, 2012:

Retirees already participating in the Post Employment Health / Retiree Medical Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Active Match Post Employment Health / Retiree Medical Plan. The retiree will continue to pay 50% of the City's *composite* rate as in the past. At each plan renewal year, the retiree will pay 50% of the composite rate.

Section 12.06 Retirement Health Savings Program.

For regular full-time employees, the City will contribute 0.5% of base pay to the City's Retirement Health Savings (RHS) Program.

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Program (refer to Section 13.03 Treatment of Grandfathered Sick Leave).

Section 12.07 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program when offered by the City. The City will pay the administrative fee.

Section 12.08 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System.

Section 12.09 Optional Coverages

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that optional benefits may change or be discontinued at any time at the City's discretion.

ARTICLE XIII LEAVES

Section 13.01 Paid Time Off and Extended Sick Leave Program

Effective the first payroll period of 2009 (December 22, 2008), Paid Time Off (PTO) is provided to regular full-time employees in lieu of Vacation and Sick Leave. In addition to PTO, an Extended Sick Leave (ESL) bank is created

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) vacation bonus day (eight (8) hours is included in the PTO accrual rate calculation); 2) floating holiday (eight (8) hours is included in the PTO accrual rate calculation); 3) doctor and dentist appointment leave (ten (10) hours is included in the PTO accrual rate calculation); and 4) bereavement leave.

Paid Time Off (PTO)

Regular full-time employees shall accrue PTO as follows:

Accrual and Use

PTO hours accrue based upon the actual number of regular hours worked.

<u>Years of Continuous Service</u>	<u>Hours per Month</u>
0-9	20.17
10-15	22.17
16-20	24.17
20+	26.17

Temporary employees shall earn PTO pay at a rate of four (4) hours per month of service to be paid upon completion of the temporary assignment.

Limited term employees shall accrue PTO at a rate of twelve (12) hours per month of service. Limited term employees shall be eligible for use of PTO upon approval of the supervisor and shall be eligible for payout of PTO upon separation.

Upon completion of six (6) months of employment, probationary employees shall be eligible for payout of PTO upon separation.

Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the limit by December 31st of each year. Any balances in excess of will be reduced to at that time.

Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

(1) Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least five (5) days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the five (5) day advance notice requirement. Obtaining prior approval constitutes scheduled leave.

(2) Unscheduled

Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy no later than two (2) hours after the beginning of his/her scheduled work shift.

Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.

The employee must keep his or her division supervisor informed of a medical condition. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.

Work Related Illness or Injury

Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.05 Occupational Disability Allowance herein.

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); domestic partner. It does not include uncle, aunt, niece, nephew or cousin.

Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- (1) The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out;
- (2) The employee must have taken at least five (5) consecutive scheduled days off in the twelve (12) months preceding the buy-out;
- (3) The minimum cash buy-out is twenty (20) hours and the maximum is forty (40) hours of PTO; limited to one (1) time per calendar year;

- (4) Employees may buy out an additional twenty (20) to forty (40) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- (5) Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- (6) Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- (7) Employees are responsible for understanding the tax implications of such a buy-out.

Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

b. Donation and Transfer

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated PTO when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue any other leaves while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify his or her division manager in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The division manager shall forward the request to Human Resources for approval. The Human Resources Department is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Exhibit 'D') to the respective division for organizational wide notification and distribution.

City employees may donate PTO leave to other employees under the following conditions:

1. A PTO balance of at least 200 hours is maintained after the transfer, and, employees may not donate more than 100 hours per year of their PTO balance.

2. PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer 10 hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with 20 hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

Section 13.02 Extended Sick Leave (ESL)

The purpose of ESL is to compensate regular full-time employees for long-term illness/injury or for grieving and bereavement of a family member.

Full Time Accrual Rate

Effective December 19, 2012, ESL will accumulate at a rate of four (4) hours per month. Regular full-time employees will be credited with forty-eight (48) hours of ESL upon successful completion of probation.

Accumulation Limit

There is 600 hour limit of ESL that an employee can accrue.

Proration

Leave accrual limits for part-time employees are prorated based on scheduled hours.

Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); domestic partner. It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over ten (10) continuous working days. It may be used retroactively if the condition persists for over ten (10) working days and Paid Leave was originally requested.

With the HR Director's approval, an employee returning to work from a serious illness/injury may be eligible to use ESL on an intermittent basis to continue treatment/rehabilitation.

ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

Donation of ESL

ESL cannot be donated.

Section 13.03 Treatment of Grandfathered Sick Leave

All existing sick leave accumulated prior to the first payroll period of 2009 (December 22, 2008) is considered "grandfathered". Authorized uses include only scheduled preventative health and dental appointments, unscheduled personal/family illness, or long-term illness or injury. Upon service related retirement, employees shall contribute all unused Grandfathered Sick Leave to the RHS Plan as follows:

less than 500 unused hours - 25% of total hours

500 - 999 unused hours - 30% of total hours (not to exceed \$7,500)

1000 unused hours or more - 35% of total hours (not to exceed \$10,000)

Section 13.04 Holidays

Ten (10) guaranteed holidays with pay shall be as follows:

- New Year's Day (January 1);
- President's Day (Third Monday of February);
- Memorial Day (Last Monday in May);
- Fourth of July (July 4);
- Labor Day (First Monday in September);
- Veterans Day (November 11);
- Thanksgiving Day (Fourth Thursday in November);
- Day after Thanksgiving;
- Christmas Eve (December 24);
- Christmas Day (December 25).

Each holiday listed above shall be within a single twenty-four (24) hour period commencing at 12:01 a.m. (midnight) on the calendar day on which the City observes the holiday and shall end at 12:00 midnight on that same calendar day. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls within an employee's vacation (scheduled PTO) period, the holiday shall extend the vacation (scheduled PTO) period.

All personnel employed temporarily, including Limited Term employees, by the City for work on a full-time basis shall receive pay for all regularly paid holidays provided the holiday falls on the employee's tour of duty.

Employees not scheduled to work on a holiday shall receive eight (8) hours of holiday pay at the regular straight base rate of pay.

Employees scheduled to work a City recognized holiday and who works in excess of five (5) hours will be paid a minimum of eight (8) hours pay at a rate of time and one-half (1½).

Employees working a holiday shall be paid time and one-half (1½) for all hours worked on the holiday, plus eight (8) hours holiday pay at straight time.

Holiday Scheduling: Rotational selection by seniority, rotate until all holidays scheduled for Solid Waste.

Holidays will be observed for Water Operations and Waste Water Operations (Plant Operators Only) on the actual holiday and Plant Operators will be compensated in accordance with the parties' Memorandum of Understanding from June 2007.

Section 13.05 Occupational Disability Allowances

In the case of any disability which is covered by State Industrial Insurance or Worker's Compensation, the City will pay to such disabled employee an occupational disability allowance equal to one hundred percent (100%) of the employee's regular straight-time wages for the first five (5) days (forty (40) hours) of covered disability. The City will continue to pay eighty percent (80%) of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) days to include time worked in light duty assignments. Cumulative PTO, Grandfather Sick or ESL may be used to make up the difference between eighty percent (80%) of the regular straight-time wages and one hundred percent (100%) base salary at the employee's option. At no time will the 100% or 80% wages be less than the net mandated time loss compensation as indicated under the RCW Title 51, Industrial Insurance.

All applicable payroll deductions, voluntary or otherwise, will be subtracted from the allowance which exceeds RCW Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

Section 13.06 Leave to Attend Funerals of City Employees

Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

Section 13.07 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

Section 13.08 Military Leave

Employees shall be subject to the City's policy regarding Military Leave, ensuring State and Federal military leave laws and entitlements are followed.

Section 13.09 Family and Medical Leave

Employees shall be subject to the City's policy regarding Family and Medical Leave, ensuring State and Federal leave laws and entitlements are followed.

Section 13.10 Leave of Absence Without Pay

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the

employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's PTO and ESL leave. During such leave, the employee will not accrue PTO or ESL leave or any other benefits, and the employee's seniority will be frozen.

Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

An employee appointed or elected to office in Local Union No. 280 which requires a part or all of the employee's time shall not lose his/her established seniority with the City and shall be granted 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 (1) year for as long as the City deems practical.

ARTICLE XIV DRUG AND ALCOHOL TESTING

Section 14.01 At Work Influence Prohibited

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Section 14.02 Employee Assistance Program Available

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee, who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

Section 14.03 Suspicion of Influence

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of reasonable suspicion is provided:

1. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
2. Where an employee is involved in an accident due to the action, inaction or inattention of the employee;
3. Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type of Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCH)		15
Cocaine metabolites (Benzoylecgonine)	150	100
Phencyclidine (PCP)	25	25
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolites – Codeine/Morphine	2000	
Codeine		2000
Morphine		2000

6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxyamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

Level of the positive result
for ethyl alcohol

0.04 gm/dl

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those, which are generally available without a prescription and are limited to those drugs, which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section 14.04 Testing Procedure

If an employee is required to submit to a drug test, the following procedure shall be followed:

The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.

The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the testing administrator. The City and a Union representative may be present during this discussion.

The City may request urine and/or blood samples.

Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.

All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Union representative and proper chain-of-custody procedures shall be followed.

The drug tests of the specimen shall be conducted by the same laboratory utilized in the DOT program.

If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

Section 14.05 Results Reporting

The employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

The City shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein.

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

When applicable, additional testing may be required under the City's DOT policy.

14.06 City Policy Impacts

If the City issues a separate substance abuse policy the parties shall meet in labor management to discuss impacts of implementation, with the intent that the policy shall reflect State and Federal requirements for a Drug Free Workplace, drug testing, and CDL/DOT requirements when applicable. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. The City shall provide written notice to the Union if amendments are needed during the term of this Agreement.

ARTICLE XV MISCELLANEOUS

Section 15.01 Attendance Policy

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this policy is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this agreement.

a. Absenteeism

Absences from work may be scheduled or unscheduled. Employees may be subject to disciplinary action for habitual unscheduled absence and/or sick leave abuse. Sick leave abuse occurs when sick leave is taken for other than approved reasons or the employee fails to comply

with required notification or documentation procedures. Habitual absence refers to the employee who is excessively absent from work on an unscheduled basis. Criteria for habitual absence is exceeding one of the following thresholds:

1. Unscheduled PTO leave use of more than eight (8) days of a one-year accrual period.
2. Unscheduled PTO leave use which substantiates a pattern in conjunction with scheduled PTO, holidays and frequent single day absences.

b. Progressive Steps of Discipline

Action Step 1

If an employee exceeds any of the thresholds, the immediate supervisor will review the attendance record to determine that an employee has a problem with habitual absence. Should that problem exist, the supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. The meeting may constitute a verbal warning.

Action Step 2

Should the unscheduled attendance problem continue without acceptable progress, the Supervisor may initiate actions of progressive discipline in accordance with acceptable standards of reasonable judgment as established by the parties in the City's Progressive Discipline Policy.

In lieu of a suspension, the employee's manager or supervisor may substitute a one (1) pay period reduction in hourly pay equal to the suspension, or a combination of both suspension and pay reduction. For example, an employee who earns \$20.00 per hour is subject to a one (1) day suspension. In lieu, the manager or supervisor may temporarily reduce the employee's hourly rate of pay from \$20.00 to \$18.00 for one (1) pay period.

Section 15.02 Discipline

Probationary employees, as defined in Section 9.01 of this Agreement, are subject to discipline or discharge with or without cause and said discipline or discharge shall not be subject to the grievance procedure.

Regular full-time employees will be disciplined using methods of progressive discipline in the form of verbal and/or written warnings, suspension and discharge for just cause.

Verbal warnings shall not be considered a subject of a grievance.

Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

Copies of written reprimands and suspension will be provided to the employee, the Union and will become a part of the employee's personnel file.

In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

Section 15.03 Personnel Records

Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

Written warnings shall be removed after eighteen (18) months if there is no further related disciplinary action taken.

Disciplinary suspensions shall be removed after twenty-four (24) months if there is no further related disciplinary action taken.

Section 15.04 Work Attire

The City will not require uniforms during the term of this Agreement. However, employees will wear clothing appropriate to their work. This shall include clothing that meets safety and reasonable appearance standards of the City. Note: Examples of inappropriate attire include cutoffs, tennis shoes, sandals, indiscreet lettering on shirts/jackets, tank tops, ragged clothes, etc.

Rain gear shall be made available from a central pool per employee's request.

Section 15.05 No Smoking

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

Section 15.06 Tools and Instruments

The City will provide all tools and instruments for all full-time employees. Part-time and temporary employees may be required to provide their own tools and instruments.

Section 15.07 Contracting

It is the general policy of the City to utilize its employees to perform work that is considered work normally performed by the job classifications contained in Appendix 'A' of this Agreement. Such work shall include all facilities and grounds maintenance; maintenance, plant additions, alterations and changes to water and waste water systems and operational facilities of the City of Richland. However, the City reserves the option to contract out any work it deems necessary in the interest of economy, ability and capability of the work force, availability of City equipment, applicable State and Federal laws and emergency conditions.

Should the City determine to contract out customary bargaining unit work, the City shall strive to absorb displaced workers in other City classifications wherever possible.

Except where an emergency condition exists or natural man made disasters, the City shall notify the union in writing of any consideration to contract. Should the union desire to enter into negotiations over the City's decision, or its impacts, the union shall provide, within fifteen calendar days, written notice to the City.

Section 15.08 Safety

The City will provide safety measures and safety rules for the purpose of preventing accidents and health hazards to the employees during the hours of their employment. The Union and employees agree to accept their full share of the responsibility and to cooperate with the City so that the employees will use such safety equipment when so provided and observe such safety and health regulations as required by the City.

Section 15.09 Education Benefits

Employees required by the State of Washington and/or the City to maintain certification(s) as a condition of 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 with the City.

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

Travel shall be in accordance with City General Administration Travel policy 2910.

Section 15.10 Commercial Driver's License

The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses (CDL). In addition, the City shall reimburse employees for the cost of renewing required CDL.

All regular full-time employees required to maintain a CDL will receive an additional twenty cents (\$.20) per hour for all hours worked plus leave hours. Effective December 17, 2012, CDL pay will increase to thirty cents (\$.30) for employees holding a Class A CDL. Effective December 16, 2013, CDL pay increases to forty cents (\$.40) for employees holding a Class A CDL.

CDL pay does not apply to leave cash-outs or buy-outs.

Effective January 1, 2015, all waste water and water treatment plant operators shall no longer be required to maintain a CDL.

Section 15.11 Meter Readers

If it becomes necessary to do future mass meter readings, the Union agrees that such work may be assigned by the City to other personnel provided that no meter readers will lose any work as a result of such decision.

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" as used in this Agreement means a claim by an employee or group of employees that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of the terms of this Agreement. The time lines set forth in this Article are to be strictly followed, unless waived by mutual agreement.

None of the foregoing is intended to mean that the union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the union to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement unless such change is mutually agreed upon by both parties to this Agreement.

Section 16.01 Informal Process

An employee or group of employees, or their designated representative, who consider they have a grievance shall discuss the grievance within fifteen (15) working days of the alleged occurrence with the immediate supervisor. The supervisor shall have five (5) working days to resolve the grievance. If no mutually satisfactory resolution or remedy is reached, he or she may then proceed to Formal Step 1, within ten (10) working days of the supervisor's response.

Nothing in this section shall preclude communications between stewards and manager level staff in an attempt to resolve grievances prior to initiation of the Formal Process.

Section 16.02 Formal Process

All Formal grievances shall be reduced to writing. Formal grievances shall be signed by the grievant or the employee's authorized representative (shop steward or business representative). All Formal grievances shall state the issue being grieved, reference the applicable section of the Agreement allegedly violated, enumerate all facts pertaining to the matter, and outline the remedy sought. All appeals shall include pertinent materials provided and presented at previous steps.

At each step of the Formal process, the City representative (Division Manager, Department Director, etc.) is responsible for immediate forwarding a copy of the grievance and any related material to the Human Resources Director.

a. Formal Step 1

Formal Step 1 grievances shall be presented to the appropriate next level, typically the Division Manager, or Department Director. Grievances dealing with written warnings shall commence at this step.

The City shall attempt to resolve the grievance within ten (10) working days of receipt. If the grievant is not satisfied with the Formal Step 1 outcome, the grievant may submit the signed Report of Grievance to proceed to Formal Step 2 within ten (10) working days of the Formal Step 1 response.

b. Formal Step 2

Formal Step 2 grievances shall be presented to the next level, typically the Department Director or Deputy City Manager. Grievances dealing with disciplinary suspensions shall commence at this step.

The Department Director or Deputy City Manager shall attempt to resolve the matter within ten (10) working days after it has been presented. If the grievant is not satisfied with the Formal Step 2 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 3 within ten (10) working days of the Formal Step 2 response.

c. Formal Step 3

Formal Step 3 grievances shall be presented to the City Manager. Grievances relating to termination of an employee will commence at Formal Step 3.

The City Manager shall attempt to resolve the matter within twenty-one (21) working days after it has been presented. If the grievant is not satisfied with the Formal Step 3 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 4 within thirty (30) calendar days from receipt of the City Manager's response.

d. Formal Step 4

At Formal Step 4, the grievant or union may make a decision to appeal the matter to an arbitrator. Any decision resulting from Formal Step 4 shall be final and binding upon the parties to the grievance, unless the decision involves an action by the City which is beyond the arbiter's jurisdiction. The expenses related to Formal Step 4 (fees and charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses and legal fees incurred during the preparation and the presentation of any grievance.

The arbiter or any other person or persons involved in the grievance procedure shall not have the power to negotiate new agreements or to change any of the provisions of this Agreement.

The process for arbitration is detailed below:

Arbitration

Upon selection of arbitration, the parties shall attempt to agree to the selection of an arbitrator. In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) calendar days following the demand for arbitration, a request may be filed with the Federal Mediation Conciliation Service (FMCS). The arbiter shall be selected according to FMCS procedures. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance.

The arbiter shall render his or her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the completion of such hearing.

SIGNATURES

The parties hereto have caused this Agreement to be executed this 5th day of May, 2015.

City of Richland, Washington

IUOE Local 280

[Signature] 5-14-15
Cynthia D. Johnson
City Manager
Date

[Signature] 5-12-15
Dean Bushey
Assistant Business Manager
Date

[Signature] 5/11/15
Pete Rogalsky
Public Works Director
Date

[Signature] 5/12/15
Corey Stratton
President
Date

[Signature] 5/5/15
Allison Jubb
Human Resources Director
Date

[Signature] 5-12-15
Don King
Recording Secretary
Date

ATTEST:

[Signature] 5/12/15
Corey Stratton
Chief Steward
Date

[Signature] 5/11/15
Marcia Hopkins
City Clerk
Date

[Signature] 5-12-15
Paul Pardini
Steward
Date

APPROVED TO FORM:

[Signature] 5-11-15
Heather Kintzley
City Attorney
Date

APPENDIX A – 2015-2017 CLASSIFICATIONS AND WAGES

One-time retroactive increase will be paid if the Union membership ratifies new contract no later than April 3, 2015.

2015 Increase - Effective December 29, 2014 – 2.00% base wage increase plus an additional percentage up to 0.75% (total of up to 2.75%) increase to base due to the number of employees electing the opt out as set forth in Article 12.

2016 Increase - Effective December 28, 2015 – 2.00% base wage increase plus an additional percentage up to 0.75% (total of up to 2.75%) increase to base due to the number of employees electing the opt out as set forth in Article 12.

2017 Increase - Effective December 26, 2016 – 2.00% base wage increase plus additional percentage increase determined by any additional employees electing to opt out as set forth in Article 12.

In no case will the total combined amount of annual increase be greater than 0.75% to base pay due to the post employment opt out programs.

Miscellaneous:

- Treatment Plant Mechanic will be compensated at 5% above base wage (plus CDL pay if applicable) for all hours worked in a temporary Lead assignment. Five employees currently in the Maintenance Worker I category (Parks and Facilities) at the 2014 rate of \$23.86 per hour will be moved to \$24.48 per hour effective April 1, 2015. This change is in consideration of the impacts of job description changes made.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IUOE LOCAL NO. 280

2015-2017

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APPENDIX A – 2015 CLASSIFICATION & WAGES

(BASED ON 2.00% + ADDITIONAL 0.75% INCREASE FOR TOTAL 2.75%)

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
CONSTRUCTION & MAINTENANCE WORKER I (PF)	\$21.80	\$22.50	\$23.22	\$23.90	\$24.47	\$25.15
CONSTRUCTION & MAINTENANCE WORKER II (PF)		\$26.16	\$27.01	\$27.95	\$28.75	\$29.65
CUSTODIAN I	\$11.76	\$12.58	\$13.36	\$14.12	\$14.91	
CUSTODIAN II	\$14.12	\$15.71	\$16.49	\$17.27	\$18.05	\$18.84
EQUIPMENT OPERATOR	\$24.62	\$25.44	\$26.23	\$27.18	\$28.01	\$28.98
EQUIPMENT SERVICER	\$20.90	\$21.71	\$22.20	\$22.79	\$23.33	\$23.85
EQUIPMENT TECHNICIAN	\$25.44	\$26.16	\$27.01	\$27.95	\$28.75	\$29.65
FACILITIES CRAFTSWORKER		\$26.16	\$27.01	\$27.95	\$28.75	\$29.65
FUELER		\$11.76	\$12.58	\$13.36	\$14.12	\$14.91
GENERAL CRAFTSWORKER		\$26.16	\$27.01	\$27.95	\$28.75	\$29.65
HOUSEHOLD HAZARDOUS WASTE ATTENDANT	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67	\$27.42
HVAC TECHNICIAN	\$27.80	\$28.68	\$29.59	\$30.43	\$31.27	\$32.12
LABORATORY TECHNICIAN I	\$24.09	\$25.25	\$26.45	\$27.71	\$29.03	\$30.39
LABORATORY TECHNICIAN II	\$25.02	\$26.20	\$27.44	\$28.78	\$30.14	\$31.58
LABORER I* (PW and PF)	\$16.84	\$17.57	\$18.34	\$19.03	\$19.78	\$20.43
LEAD CRAFTSWORKER (PW)	\$24.06	\$25.53	\$27.04	\$28.52	\$30.09	\$31.58
LEAD CUSTODIAN	\$19.36	\$20.34	\$21.36	\$22.41	\$23.53	\$24.72
LEAD LANDFILL OPERATOR	\$26.53	\$27.40	\$28.28	\$29.18	\$30.03	\$30.94
LEAD EQUIPMENT TECHNICIAN	\$27.80	\$28.68	\$29.59	\$30.43	\$31.27	\$32.12
LEAD METER READER					\$26.67	\$27.42
LEAD CONSTRUCTION & MAINTENANCE WORKER (PF)	\$24.35	\$25.92	\$27.44	\$28.97	\$30.50	\$32.04
LEAD PLANT OPERATOR	\$27.80	\$28.68	\$29.59	\$30.43	\$31.27	\$32.12
LEAD WAREHOUSE WORKER						\$31.00
LEAD TRUCK DRIVER	\$26.16	\$27.01	\$27.95	\$28.75	\$29.65	
MAINTENANCE CRAFTSWORKER I (PW)	\$23.11	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67
MAINTENANCE CRAFTSWORKER II (PW)	\$0.00	\$26.16	\$27.01	\$27.95	\$28.75	\$29.65
MAINTENANCE WORKER I (PW)	\$21.30	\$21.93	\$22.55	\$23.20	\$23.81	\$24.52
MAINTENANCE WORKER II (PW)	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67	\$27.42
METER READER	\$22.15	\$22.84	\$23.60	\$24.27	\$24.97	\$25.74
METER SERVICE WORKER	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67	\$27.42
PLANT OPERATOR	\$25.45	\$26.26	\$27.07	\$28.01	\$28.84	\$29.80
PLANT OPERATOR -IN-TRAINING	\$21.30	\$21.93	\$22.55	\$23.20	\$23.81	\$24.52
PRETREATMENT COORDINATOR	\$23.60	\$25.07	\$26.55	\$28.01	\$29.50	\$31.00
PRETREATMENT INSPECTOR	\$25.45	\$26.26	\$27.07	\$28.01	\$28.84	\$29.80
SERVICE WRITER	\$23.11	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67
WAREHOUSE WORKER I	\$20.89	\$21.97	\$23.04	\$24.19		
TRANSFER STATION ATTENDANT	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67	\$27.42
TREATMENT PLANT MECHANIC	\$27.80	\$28.68	\$29.59	\$30.43	\$31.27	\$32.12
TRUCK DRIVER-HEAVY	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67	\$27.42
UTILITY CRAFTSWORKER	\$23.11	\$23.85	\$24.62	\$25.33	\$25.94	\$26.67
WAREHOUSE WORKER II			\$25.11	\$26.39	\$27.62	\$29.08
WATER QUALITY COORDINATOR	\$23.60	\$25.07	\$26.55	\$27.73	\$28.01	\$31.00

APPENDIX A – 2016 CLASSIFICATION & WAGES

(BASED ON 2.00% + ADDITIONAL 0.75% INCREASE FOR TOTAL 2.75%)

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
CONSTRUCTION & MAINTENANCE WORKER I (PF)	\$22.40	\$23.12	\$23.86	\$24.56	\$25.14	\$25.84
CONSTRUCTION & MAINTENANCE WORKER II (PF)		\$26.88	\$27.75	\$28.72	\$29.54	\$30.47
CUSTODIAN I	\$12.08	\$12.93	\$13.73	\$14.51	\$15.32	
CUSTODIAN II	\$14.51	\$16.14	\$16.94	\$17.74	\$18.55	\$19.36
EQUIPMENT OPERATOR	\$25.30	\$26.14	\$26.95	\$27.93	\$28.78	\$29.78
EQUIPMENT SERVICER	\$21.47	\$22.31	\$22.81	\$23.42	\$23.97	\$24.51
EQUIPMENT TECHNICIAN	\$26.14	\$26.88	\$27.75	\$28.72	\$29.54	\$30.47
FACILITIES CRAFTSWORKER		\$26.88	\$27.75	\$28.72	\$29.54	\$30.47
FUELER		\$12.08	\$12.93	\$13.73	\$14.51	\$15.32
GENERAL CRAFTSWORKER		\$26.88	\$27.75	\$28.72	\$29.54	\$30.47
HOUSEHOLD HAZARDOUS WASTE ATTENDANT	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40	\$28.17
HVAC TECHNICIAN	\$28.56	\$29.47	\$30.40	\$31.27	\$32.13	\$33.00
LABORATORY TECHNICIAN I	\$24.75	\$25.94	\$27.18	\$28.47	\$29.83	\$31.23
LABORATORY TECHNICIAN II	\$25.71	\$26.92	\$28.19	\$29.57	\$30.97	\$32.45
LABORER I* (PW and PF)	\$17.30	\$18.05	\$18.84	\$19.55	\$20.32	\$20.99
LEAD CRAFTSWORKER (PW)	\$24.72	\$26.23	\$27.78	\$29.30	\$30.92	\$32.45
LEAD CUSTODIAN	\$19.89	\$20.90	\$21.95	\$23.03	\$24.18	\$25.40
LEAD LANDFILL OPERATOR	\$27.26	\$28.15	\$29.06	\$29.98	\$30.86	\$31.79
LEAD EQUIPMENT TECHNICIAN	\$28.56	\$29.47	\$30.40	\$31.27	\$32.13	\$33.00
LEAD METER READER					\$27.40	\$28.17
LEAD CONSTRUCTION & MAINTENANCE WORKER (PF)	\$25.02	\$26.63	\$28.19	\$29.77	\$31.34	\$32.92
LEAD PLANT OPERATOR	\$28.56	\$29.47	\$30.40	\$31.27	\$32.13	\$33.00
LEAD WAREHOUSE WORKER						\$31.85
LEAD TRUCK DRIVER	\$26.88	\$27.75	\$28.72	\$29.54	\$30.47	
MAINTENANCE CRAFTSWORKER I (PW)	\$23.75	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40
MAINTENANCE CRAFTSWORKER II (PW)		\$26.88	\$27.75	\$28.72	\$29.54	\$30.47
MAINTENANCE WORKER I (PW)	\$21.89	\$22.53	\$23.17	\$23.84	\$24.46	\$25.19
MAINTENANCE WORKER II (PW)	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40	\$28.17
METER READER	\$22.76	\$23.47	\$24.25	\$24.94	\$25.66	\$26.45
METER SERVICE WORKER	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40	\$28.17
PLANT OPERATOR	\$26.15	\$26.98	\$27.81	\$28.78	\$29.63	\$30.62
PLANT OPERATOR -IN-TRAINING	\$21.89	\$22.53	\$23.17	\$23.84	\$24.46	\$25.19
PRETREATMENT COORDINATOR	\$24.25	\$25.76	\$27.28	\$28.78	\$30.31	\$31.85
PRETREATMENT INSPECTOR	\$26.15	\$26.98	\$27.81	\$28.78	\$29.63	\$30.62
SERVICE WRITER	\$23.75	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40
WAREHOUSE WORKER I	\$21.46	\$22.57	\$23.67	\$24.86		
TRANSFER STATION ATTENDANT	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40	\$28.17
TREATMENT PLANT MECHANIC	\$28.56	\$29.47	\$30.40	\$31.27	\$32.13	\$33.00
TRUCK DRIVER-HEAVY	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40	\$28.17
UTILITY CRAFTSWORKER	\$23.75	\$24.51	\$25.30	\$26.03	\$26.65	\$27.40
WAREHOUSE WORKER II			\$25.80	\$27.12	\$28.38	\$29.88
WATER QUALITY COORDINATOR	\$24.25	\$25.76	\$27.28	\$28.49	\$28.78	\$31.85

APPENDIX A – 2017 CLASSIFICATION & WAGES

(BASED ON 2.00% + ADDITIONAL 0.75% INCREASE FOR TOTAL 2.75%)

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
CONSTRUCTION & MAINTENANCE WORKER I (PF)	\$23.02	\$23.76	\$24.52	\$25.24	\$25.83	\$26.55
CONSTRUCTION & MAINTENANCE WORKER II (PF)		\$27.62	\$28.51	\$29.51	\$30.35	\$31.31
CUSTODIAN I	\$12.41	\$13.29	\$14.11	\$14.91	\$15.74	\$0.00
CUSTODIAN II	\$14.91	\$16.58	\$17.41	\$18.23	\$19.06	\$19.89
EQUIPMENT OPERATOR	\$26.00	\$26.86	\$27.69	\$28.70	\$29.57	\$30.60
EQUIPMENT SERVICER	\$22.06	\$22.92	\$23.44	\$24.06	\$24.63	\$25.18
EQUIPMENT TECHNICIAN	\$26.86	\$27.62	\$28.51	\$29.51	\$30.35	\$31.31
FACILITIES CRAFTSWORKER		\$27.62	\$28.51	\$29.51	\$30.35	\$31.31
FUELER		\$12.41	\$13.29	\$14.11	\$14.91	\$15.74
GENERAL CRAFTSWORKER		\$27.62	\$28.51	\$29.51	\$30.35	\$31.31
HOUSEHOLD HAZARDOUS WASTE ATTENDANT	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15	\$28.94
HVAC TECHNICIAN	\$29.35	\$30.28	\$31.24	\$32.13	\$33.01	\$33.91
LABORATORY TECHNICIAN I	\$25.43	\$26.65	\$27.93	\$29.25	\$30.65	\$32.09
LABORATORY TECHNICIAN II	\$26.42	\$27.66	\$28.97	\$30.38	\$31.82	\$33.34
LABORER I* (PW and PF)	\$17.78	\$18.55	\$19.36	\$20.09	\$20.88	\$21.57
LEAD CRAFTSWORKER (PW)	\$25.40	\$26.95	\$28.54	\$30.11	\$31.77	\$33.34
LEAD CUSTODIAN	\$20.44	\$21.47	\$22.55	\$23.66	\$24.84	\$26.10
LEAD LANDFILL OPERATOR	\$28.01	\$28.92	\$29.86	\$30.80	\$31.71	\$32.66
LEAD EQUIPMENT TECHNICIAN	\$29.35	\$30.28	\$31.24	\$32.13	\$33.01	\$33.91
LEAD METER READER					\$28.15	\$28.94
LEAD CONSTRUCTION & MAINTENANCE WORKER (PF)	\$25.71	\$27.36	\$28.97	\$30.59	\$32.20	\$33.83
LEAD PLANT OPERATOR	\$29.35	\$30.28	\$31.24	\$32.13	\$33.01	\$33.91
LEAD WAREHOUSE WORKER						\$32.73
LEAD TRUCK DRIVER	\$27.62	\$28.51	\$29.51	\$30.35	\$31.31	\$0.00
MAINTENANCE CRAFTSWORKER I (PW)	\$24.40	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15
MAINTENANCE CRAFTSWORKER II (PW)	\$0.00	\$27.62	\$28.51	\$29.51	\$30.35	\$31.31
MAINTENANCE WORKER I (PW)	\$22.49	\$23.15	\$23.81	\$24.50	\$25.13	\$25.88
MAINTENANCE WORKER II (PW)	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15	\$28.94
METER READER	\$23.39	\$24.12	\$24.92	\$25.63	\$26.37	\$27.18
METER SERVICE WORKER	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15	\$28.94
PLANT OPERATOR	\$26.87	\$27.72	\$28.57	\$29.57	\$30.44	\$31.46
PLANT OPERATOR -IN-TRAINING	\$22.49	\$23.15	\$23.81	\$24.50	\$25.13	\$25.88
PRETREATMENT COORDINATOR	\$24.92	\$26.47	\$28.03	\$29.57	\$31.14	\$32.73
PRETREATMENT INSPECTOR	\$26.87	\$27.72	\$28.57	\$29.57	\$30.44	\$31.46
SERVICE WRITER	\$24.40	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15
WAREHOUSE WORKER I	\$22.05	\$23.19	\$24.32	\$25.54		
TRANSFER STATION ATTENDANT	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15	\$28.94
TREATMENT PLANT MECHANIC	\$29.35	\$30.28	\$31.24	\$32.13	\$33.01	\$33.91
TRUCK DRIVER-HEAVY	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15	\$28.94
UTILITY CRAFTSWORKER	\$24.40	\$25.18	\$26.00	\$26.75	\$27.38	\$28.15
WAREHOUSE WORKER II			\$26.51	\$27.87	\$29.16	\$30.70
WATER QUALITY COORDINATOR	\$24.92	\$26.47	\$28.03	\$29.27	\$29.57	\$32.73

APPENDIX A – 2015-2017 WAGES FOR SEASONAL/TEMPORARY LABORER

HOURLY WAGE FOR 1ST AND 2ND SEASON TEMPORARY LABORER

\$12.00

HOURLY WAGE FOR 3RD SEASON (OR GREATER) TEMPORARY LABORER

\$14.00

EXHIBIT 'A' - REQUEST TO EXTEND TEMPORARY EMPLOYMENT

_____ requests an extension for
Division/Department
_____ from _____ to _____
temporary employee start date estimated end date

The extension is requested for the following reason(s):

For the City:

For the Union:

Requesting Supervisor/Manager Date

IUOE Chief Steward Date

Department Head Date

IUOE Business Manager Date

Human Resources Date

I understand that my temporary employment with the City is being extended as requested above. I further understand that this extension does not entitle me to any additional benefits unless specifically stated in the current Collective Bargaining Agreement between the City of Richland and the International Union of Operating Engineers, Local 280.

Employee Date

EXHIBIT 'B' - SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

The City of Richland ("the City"), the International Union of Operating Engineers, Local 280 ("Local 280") and the International Brotherhood of Electrical Workers, Local 77 ("Local 77") wish to settle their dispute regarding the unit placement of "warehouse assistants." In furtherance of this settlement, the parties agree as follows:

1. As soon as practicable after the execution of this Settlement Agreement by all parties Local 280 will withdraw its Unit Clarification petition filed with PERC on or about April 16, 1996, CASE 12447-C-96-777.

2. Warehouse assistant positions shall be split 50/50 between Local 280 and Local 77. Provided, however, that the current warehouse assistants, Debbie Johns and Joe Wright, will remain members of Local 77 so long as they remain warehouse assistants, or occupy another position in the Local 77 bargaining unit.

3. After the City reaches a 50/50 split of warehouse assistants between the unions, and while it remains at such a split, additional hires shall be allocated as follows: odd numbered hires shall be Local 77 hires; even numbered hires shall be Local 280 hires.

4. Temporary warehouse assistants employed on the date this Agreement is executed shall become members of Local 280 within thirty days of that execution, unless the temporary warehouse assistant position has expired. Should such warehouse assistants remain in the City's employ beyond thirty days and therefore be allocated to Local 280, this allocation will not affect application of paragraphs 2 and 3 above to instances of hiring regular warehouse assistants.

5. Temporary warehouse assistants hired after the date of the execution of this Agreement shall be allocated between the unions as follows:

a. temporary warehouse assistants hired to fill-in for an absent regular warehouse assistant shall be allocated to the same union as the employee they are replacing;

b. temporary warehouse assistants hired to cover periods of excessive workload or for other reason not entailing replacement of a regular warehouse assistant shall be allocated to the appropriate union in compliance with paragraphs 2 and 3 above and in compliance with the applicable union security clause;

c. provided, however, that the allocation of a temporary warehouse assistant to a particular union will not affect application of paragraphs 2 and 3 above to instances of hiring regular warehouse assistants.

6. The City may assign warehouse assistants to perform their duties regardless of union affiliation as necessary to cover absences or workloads.

7. Local 280 and Local 77 agree that their members will accept delivery of warehouse items from any warehouse assistant, regardless of union affiliation.

8. All parties expressly reserve all rights, positions and arguments with respect to disputes not covered by this Agreement, and this Agreement shall have no effect on those other disputes.

9. This Agreement is in full settlement of the issues addressed in Local 280's unit clarification petition. The parties hereby release and forever discharge each other from any claims, grievances, suits, petitions or actions of any kind embodied within or related to the issues raised in the UC petition.

10. Disputes regarding the interpretation or application of this Settlement Agreement shall be resolved pursuant to the grievance and arbitration provisions of the collective bargaining agreement of the first union to grieve. All parties agree that the non-grieving (or later grieving) union will be entitled to participate fully in all proceedings on the grievance, including arbitration. If more than one arguably distinct grievance is filed, all grievances will be consolidated into the proceeding related to the first-filed grievance. The arbitrator's decision shall be final and binding upon all parties on all the grievances.

Dated this 26 day of November, 1996.


Paul Elsey, City of Richland
Human Resources Manager


Mike Johnson, BEW Local 77
Business Agent

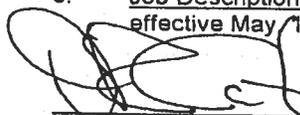

Larry Johnston, IUOE Local 280
Business Representative

EXHIBIT 'C' - MEMO OF UNDERSTANDING

MEMO OF UNDERSTANDING

The City of Richland, International Brotherhood of Electrical Workers, Local 77 and International Union of Operating Engineers, Local 280, hereinafter known collectively as the parties, agree on the following. This memo reflects the efforts of the parties in reaching an understanding and agreement on issues which were an outgrowth of ULP 12860-U-96-03099.

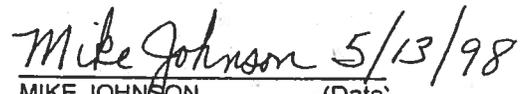
1. Promotion - Rip McLeod is to be promoted to Lead Storekeeper at 92.5% of 100% Journeyman Lineman's rate (\$22.32).
2. Incumbent Warren Hyland will remain classified and in the position of Storekeeper per IBEW/COR collective bargaining agreement.
3. Ron Alexander is promoted to position of Storekeeper per ULP 2860-U-96-0399 and in accordance with Appendix A of IUOE/COR collective bargaining agreement.
4. Upgrades
 - a. When the Lead Storekeeper is absent from work, should the Warehouse Supervisor elect to replace the position, Storekeeper W. Hyland will be selected. Should W. Hyland not be available, Storekeeper R. Alexander will be selected.
 - b. When R. Alexander is upgraded, the pay rate will be that rate as shown in Appendix A of IUOE/COR collective bargaining agreement.
5. Job Descriptions - Job descriptions for each position have been revised effective May 1998 and are agreed upon by the parties.

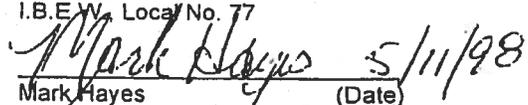

 DON CARTER, DCM, (Date)
 Utilities and Physical Services

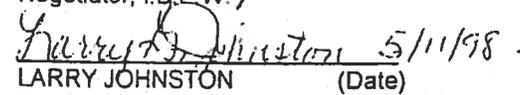

 PAUL ELSEY (Date) 5-8-98
 Human Resources Manager


 ROGER HICKS (Date) 5-11-98
 Maintenance Superintendent


 MARVIN MOORE (Date) 5/11/98
 Warehouse Supervisor


 MIKE JOHNSON (Date) 5/13/98
 Business Representative
 I.B.E.W. Local No. 77


 Mark Hayes (Date) 5/11/98
 Negotiator, I.B.E.W.


 LARRY JOHNSTON (Date) 5/11/98
 Business Representative
 I.U.O.E., Local No. 280

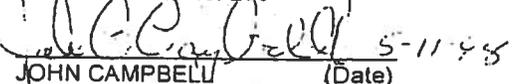

 JOHN CAMPBELL (Date) 5-11-98
 Chief Steward, I.U.O.E.

EXHIBIT 'D' – PTO/VACATION DONATION TRANSFER FORM

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Current PTO/Vacation Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): _____

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: _____ Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$ _____) divided by the hourly rate of the requesting employee \$ _____ Equals the Total Hours Transferred _____.

Approved Denied

Human Resources Director or designated representative Date

cc: Personnel File