

CONTRACT NO. 134-15

**AGREEMENT BETWEEN**

**THE CITY OF RICHLAND, WASHINGTON**

**AND**

**THE SOUTHEAST WASHINGTON  
TELECOMMUNICATORS GUILD**

**December 26, 2014 through December 25, 2016**



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DECEMBER 29, 2014 THROUGH DECEMBER 25, 2016**

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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 Southeast Washington Telecommunicators Guild, hereinafter referred to as Guild. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild, 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**

**Section 2.01 *Personnel Ordinance and City Policies***

Richland Municipal Code Title 2, Chapter 28, Personnel Plan, as amended, is incorporated herein by reference and considered a part of this Agreement. In the event of conflict, this Agreement shall prevail.

It is understood that this section in no way restricts the Guild's right to bargain the impacts of any changes to the Personnel Ordinance. The Guild will be provided with draft copies of any proposed changes for review and comment at least 30 days prior to consideration by City Council.

Where City policies are referenced in this Agreement, such policies are available on the City's employee intranet under the policies index.

**Section 2.02 *Unit Description***

The City hereby recognizes the Guild, as the exclusive bargaining agent for full-time and part-time classifications enumerated in Exhibit 'A', excluding supervisors.

It is understood that part-time employees shall be subject only to statutory benefits and a prorated share of vacation and sick leave in accordance with this Agreement.

**Section 2.03 *Communications and Notices***

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

To the City

Human Resources Director  
City of Richland  
2700 Duportail  
Post Office Box 190  
Richland, Washington 99352  
Email [ajubb@ci.richland.wa.us](mailto:ajubb@ci.richland.wa.us)

To the Guild

Emmal, Skalbania and Vinnedge  
4241 21<sup>st</sup> Avenue W., Suite 104  
Seattle, Washington 98199-1271

SEWTG President  
c/o SECOMM  
651 Truman Avenue  
Richland, Washington 99352

**Article III. Term and Renewal**

This Agreement shall be for a term of two (2) years commencing the first payroll period of 2015 (December 29, 2014) and ending the last payroll period of 2016 (December 25, 2016).

Either the City or Guild may request to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than 90 days prior to expiration.

**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 Guild 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 Guild also agree not to discriminate against any employee because of membership or non-membership in the Guild.

**Section 4.03 Management Rights Reserved**

All management rights and functions except those which are clearly and expressly limited in this Agreement shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Establish and schedule working hours.
- b. Establish, modify, or change work schedules or standards.
- c. Institute changes in procedures.
- d. Direct the work force, including the right to hire, promote, demote, transfer, reassign, suspend, discipline or discharge any employee. Non-probationary employees shall not be suspended, disciplined or discharged without just cause. Language contained herein and in Section 16.01 will take precedence over any inconsistent language contained in Exhibit 'D'.
- e. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- f. Determine services to be rendered and frequency thereof.
- g. Determine the layout of buildings and equipment, and materials to be used therein.
- h. Determine processes, techniques, methods, and means of performing work.

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- i. Determine the size, character and use of inventories.
- j. Determine the administrative organization of the system.
- k. Determine selection, promotion, or transfer of employees.
- l. Determine the size and characteristics of the work force.
- m. Determine the allocation and assignment of work to employees.
- n. Determine policy affecting the selection of new employees.
- o. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- p. Determine administration of discipline.
- q. Determine control and use of City property, materials, and equipment.
- r. Schedule work periods and determine the number and duration of work periods.
- s. Establish, modify, eliminate or enforce rules and regulations.
- t. Place non-bargaining unit work with outside firms.
- u. Determine the kinds and numbers of personnel necessary to execute the City mission.
- v. Determine the methods and means by which such operations are to be conducted.
- w. Require employees, where necessary, to take in service training courses during working hours.
- x. Administer the employee benefits program including but not limited to determining and or modifying premiums, premium structure, eligibility, plan design, benefit levels, deductibles and co-payments; as well as selection of broker, carriers, network and third party administrator.
- y. Determine duties and minimum qualification requirements to be included in any job classification.
- z. Determine the amount, necessity and assignment (compulsory and discretionary) of overtime.
- aa. Take any necessary action to carry out the mission of the City in cases of an emergency or other unusual situation.
- bb. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**Article V. Guild Membership And Security**

**Section 5.01 *Guild Membership***

Any employee who is not a member of the Guild shall as a condition of employment pay to the Guild a monthly service charge equal to the monthly Guild dues as a contribution towards the administration of this Agreement. The right of non-association of employees based on bona fide religious tenets or teachings are safeguarded. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not

reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**Section 5.02 *Deduction Of Guild Dues***

During the term of this Agreement, upon receipt of an executed written authorization, the City shall deduct Guild dues in equal amounts from each pay check for employees who have signed such written authorization (see Exhibit 'B'). The amounts to be deducted for Guild dues shall be certified to the City by the appropriate Guild 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 Guild hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action arising from the operation of this provision of this Agreement. It is also agreed that neither any employee nor the Guild shall have any claim for error against the City for any deductions made or not made, as the case may be.

**Section 5.03 *Guild Stewards***

The City recognizes the right of the Guild to designate one (1) president and four (4) additional shift stewards (one (1) per shift) from among the employees covered by this Agreement. It is understood that the Guild may deviate from this arrangement with written consent from the City as long as the total stewards do not exceed the five (5) listed herein. The purpose of these stewards is to administer this Agreement, negotiate new labor agreements and to assist represented employees with the grievance procedure. Except as provided herein, stewards shall not utilize City paid time to carry out their Guild responsibilities.

In addition to the grievance procedure, it is understood that a represented employee may request the presence of a Guild steward during an employer-employee conference when one or more of the following apply: 1) as a part of an investigational interview which may result in a disciplinary action against the employee or another employee; 2) when in the best interest of all involved as determined by the supervisor and steward (disagreements shall be resolved by the SECOMM Manager or Director of Human Resources); and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

When employees request a meeting with a supervisor, he or she may elect to bring a steward or other Guild member along for support, or to act as a witness. If the supervisor wishes to have a one on one meeting with an employee without Guild representation, the employee may request that the supervisor commit to writing that the subject meeting is not investigatory in nature and will not lead to disciplinary action.

**Section 5.04 *Guild Release Time***

On a calendar basis, the City shall provide a total amount equal to no more than two (2) hours per represented member of paid time off for stewards to conduct Guild business. For example, a Guild with representation of 50 members shall receive a total of 100 hours of Guild release time on an annual basis. Guild business shall be defined as pursuing the grievance procedure; attendance at labor/management and related meetings; negotiating new/successor labor agreements as well as

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permitted employee conferences. It is understood that such release time should not result in an overtime liability. However, due to inadequate staffing situations, the SECOMM Manager and Human Resources Director may determine that such overtime may be incurred as a result of Guild release time. A list of eligible officers and stewards who may draw from the total available Guild release time shall be provided to the City by January 1 of each year.

For the purposes of negotiating new/successor labor agreements, the Guild negotiation team will be provided an additional two (2) hours of total Guild release time per represented employee to be shared among all Guild negotiating team members. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

Shift trades may be utilized for the purposes of negotiating new/successor labor agreements. The shift trade between a Guild representative and a Guild member will not count towards their twenty-four (24) allotted shift trades per year.

Eligible officers and stewards shall obtain approval from the immediate supervisor or Manager prior to utilizing Guild Release Time.

When requested by the steward and approved by the City, employees may use their regular paid time off in excess of Guild release time, to attend training, conferences or participate in special projects. Such leave shall be granted with due regard for the needs and staffing of the City's service.

**Section 5.05 *Guild Visits***

The City agrees to grant the Guild representative access to employee break areas with advance notice for the purpose of administering this Agreement. In the event the Guild representative requests access to other areas, such access may be granted only when accompanied by a representative of the City. Any employee called away from his work station (including Guild stewards) to confer with the Guild 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 Guild agrees to defend, indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

**Section 5.06 *Bulletin Boards***

The City shall provide a bulletin board for the Guild's use in an area conveniently accessible to bargaining unit employees. The Guild may maintain the Board for the purpose of notifying employees of matters pertaining to Guild business. All notices shall be signed by a representative of the Guild who is authorized by the Guild to approve Guild notices. Such notices shall not be critical of the City, its employees, management or governing authorities.

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**Section 5.07 *Professional Standards***

In keeping with professional ideals and standards, neither the Guild 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.

**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

Due to the inter-local nature of BCES and SECOMM, it is understood that this Agreement shall not be 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.

It is understood that prior practices which do not conflict with this Agreement shall continue without interruption. Prior practices 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; and 4) is not in conflict with the Management Rights section of this Agreement.

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

Consistent with the Preamble Article herein, it is understood that this Article is not intended to thwart routine discussions between the City and Guild regarding the variety of issues which arise from time to time.

**Article VIII. Performance of Duty**

The City and Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the City agrees it will not lockout its employees and the Guild agrees that there will not be any strikes, slowdown, boycott, blue-flu, mass sick call, work stoppage, or other interference with City functions during the life of this Agreement or any extension thereof.

It is recognized that due to the uniqueness of this City and its emergency police, fire, and medical dispatching responsibilities, a work stoppage at the agency resulting from a secondary picket line will directly place in extreme jeopardy the lives, property, and safety of all citizens served by the City.

In the event any secondary picket line is established at a City location, the Guild shall specifically authorize, direct, and assist said dispatch center employees to cross such picket line, report for work, and carry out their assigned responsibilities. Any refusal to work or failure to cross such picket lines by the members of the bargaining unit shall be a violation of this Agreement and such employees may be disciplined and/or discharged for such action.

Employees who engage in any work stoppages or variations thereupon as stipulated in this Article shall lose all accrued benefits at the time of such action without the right of appeal. Employees shall not be entitled to any benefits or wages whatsoever while engaged in a strike, boycott, slowdown, blue-flu, work stoppage, refusal to perform duties or other interruption of work.

**Article IX. Seniority**

**Section 9.01 Definition**

For the purpose of this Agreement, seniority shall be defined as the length of the employee's continuous service with the City, which includes recognition of prior service with the Southeast Communications Center (SECOMM) established under Interlocal Agreement. An employee who is laid off, or takes a position as a non-represented City employee and who has been reinstated or re-appointed at the dispatch center as a represented City employee within six (6) months thereafter shall be deemed to have continuous service (less the time not employed) for purpose of determining seniority. Leave without pay shall result in adjustment of seniority for the duration of such leave.

**Section 9.02 *Probationary Period***

All original, transfer and promotional appointments shall be tentative and require a probationary period of at least twelve (12) months (two thousand eighty (2080) regular/overtime hours actually worked), during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees requiring a specialized instruction or a course of training shall have their probationary period extended by an amount of time equal to the time required to complete said training. The appointing authority shall make a periodic written performance evaluation during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular full-time employment. The probationary period for part-time employees shall not exceed twelve (12) months from hire date.

The appointing authority may terminate a probationary employee at any time, without cause, during the probationary period. With the exception of Lead Emergency Communications Dispatcher/Training Officer, employees who fail probation shall not have the right to bump back to their previous or any other position. Said employees may be reinstated by the BCES Director and Human Resources Director based on a recommendation of the SECOMM Manager and available vacancy.

**Section 9.03 *Layoff***

Employees shall be laid-off in the inverse order of seniority within their classification. In the event of a layoff in the Lead classification, the effected employee or employees shall have the right to "bump" back into the Dispatcher classification based on his or her seniority. Thereafter the least senior employee in the Dispatcher classification shall be laid off. Nothing in this section shall limit the City's ability to reduce hours, demote or utilize other means of responding to issues related to lack of work, reorganization, or lack of funds.

**Section 9.04 *Recall***

Employees laid off in accordance with the Lay Off section of this article shall be retained on a recall list for not less than twelve (12) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days of the date of the notice. If the employee fails to respond or does not accept the job, the employee will forfeit all recall rights and be considered to have voluntarily separated from employment. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

**Section 9.05 *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; or 4) is laid off and fails to report within fifteen (15) days after having been recalled; or 5) fails to report for work within twenty-four (24) hours after expiration of an authorized leave of absence; or 6) is laid off in excess of one (1) year; or 7) retires or is retired.

**Article X. Hours of Work and Working Schedules**

It is understood that in accordance with the Management Rights section of this agreement, the City reserves the right to change the schedules and times contained in this section. Except when necessitated by unforeseen circumstances or when in the best interest of the service, management will provide two (2) weeks notice prior to any change.

**Section 10.01 *Work Period***

Employees working eight (8) and ten (10) hour shifts, the work week shall commence Sunday midnight of the current week and end at midnight on the following Sunday.

Employees working twelve (12) hour shifts, the work week shall be as follows:

- (1) Day Shift: shall commence on Saturday at 1500 hours and end the following Saturday at 1500 hours.
- (2) Night Shift: shall commence on Sunday at 0300 hours and end the following Sunday at 0300 hours.

**Section 10.02 *Work Schedules***

The work schedule will consist of a six (6) week rotation. The City reserves the right to adjust the schedule as necessary to maintain proper coverage. The work schedule will accommodate the need of the communications center to provide adequate coverage. The accommodation will be noted as multi-start, stop times for employees, a combination of eight (8), ten (10) and twelve (12) consecutive hour shifts.

**Section 10.03 *Meal Periods***

Employees shall be allowed a thirty (30) minute paid lunch break when working a shift in excess of six (6) consecutive hours. Once an employee's shift supervisor has approved an employee to go on a fifteen (15) minute break or a thirty (30) minute lunch break, the employee will be allowed to leave the communications center during approved breaks, with the understanding that there will be times when an employee may be able to take a break but not leave the premises. If the employee is needed in the communications center, the employee will return as requested by the shift supervisor.

Employees must be physically present for more than six (6) hours during any particular shift in order to be entitled to receive a paid lunch break during that shift. Employees working six (6) hours or less will not receive a paid lunch.

**Section 10.04 *Rest Periods***

Employees working eight (8), ten (10), and twelve (12) hour shifts shall be allowed a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift as allowed by the activity of the communications center. The rest period cannot be combined with another rest period or lunch break, nor used as time to leave the shift early or to arrive to work late.

**Section 10.05 *Daylight Savings Time***

Employees that are on duty for thirteen (13) hours when the daylight savings time switches will be compensated for one (1) hour of overtime at one and one half (1 1/2) times their normal rate of pay. Employees who are short one (1) hour for their scheduled work week will have the option to 1) remain at work to make up their hour; 2) use vacation; or 3) take leave without pay.

**Article XI. Wages and Overtime**

**Section 11.01 *Wages***

All employees covered by this Agreement shall receive wages per Exhibit 'A' attached hereto. Progression through the range shall be based on a review of performance and merit, in no less than six (6) month intervals (1040 hours for regular part-time employees). Employees shall be eligible for progression based on a "meets" or "exceeds" performance evaluation and the recommendation of his or her supervisor. All such increases shall take effect at the first of the pay period following recommendation by the supervisor.

It is understood that the Lead Emergency Communications Dispatcher & Training Officer classification performs both lead and training officer functions. It is also understood that due to the extra responsibilities entrusted to this position, those individuals will be only used as CTOs on a substitution basis (i.e. regularly assigned CTO calls in sick). During this situation, the Lead Emergency Communications Dispatcher & Training Officer shall receive no additional pay. If a Lead Emergency Communications Dispatcher & Training Officer is assigned a regular full-time trainee for the full training period, he or she shall receive an additional five percent (5%) of their base pay for actual hours spent training.

Communication Dispatchers certified as CTOs shall receive a ten percent (10%) differential for the actual hours that he or she is assigned to train a Communications Dispatcher.

**Section 11.02 *Temporary Work In A Higher Classification (Acting Pay)***

An employee who is temporarily upgraded to the Lead Emergency Communications Dispatcher/Training Officer position by the supervisor or manager will receive an additional ten percent (10%) of regular base pay for actual hours worked in that upgrade capacity.

**Section 11.03 *Overtime***

**(a) *Application***

All overtime shall be administered in accordance with the Fair Labor Standards Act and state law where applicable. All overtime shall be approved in advance by an employee's supervisor or manager. All overtime shall be compensated at a rate of one and one-half times the employee's normal rate of pay (unless a higher rate is called for by the specific provisions of this Agreement in a particular instance). For the purposes of overtime calculation, "hours worked" shall include holiday, vacation and sick leave. For the purposes of overtime eligibility, any leave without pay shall not be counted as hours worked. Except for holidays, all time

worked as a result of a cell phone call-in shall be paid at time and one half. It is understood that holidays will be compensated at double time and one-half.

Overtime worked will be accrued in tenths of hours (each tenth equals six (6) minutes). All overtime shall be compensated in the form of pay. Employees shall receive a minimum of one (1) hour of overtime pay for reporting to work when not needed.

**(b) Overtime Distribution System**

In order to provide service, it is understood that a system shall be in place to ensure adequate coverage, and fairly distribute overtime. It is understood that except in extreme cases, employees will not be called at home and mandated into work on an overtime basis.

Overtime that is anticipated and known to the supervisor will be posted for employees a minimum of thirty (30) days in advance of the needed date. Employees will be offered the opportunity to volunteer for posted overtime. However, it is understood that compulsory assignments will be made absent voluntary selections.

Compulsory overtime will be assigned to the employee who worked overtime the furthest date back from the date of need (based on the overtime log). If two (2) employees have the same date as their furthest date back from the date of need, and both are available to work the same slot of overtime, the employee with the next furthest date back from the date of need will be assigned the overtime.

When a block of overtime is needed, the same employee will not be given more than one (1) day in that block, or be required to work back to back shifts in that block if at all possible. If multiple overtime slots exist in the same pay week, the overtime will be distributed if at all possible. The intent is to rotate through the shift starting with the employee that had the overtime the furthest date back from the date of need.

Assignments of overtime will be given in writing or electronically between seven (7) and eleven (11) calendar days notice to employee, except when unanticipated overtime occurs, in which case notice shall be five (5) calendar days. After the compulsory assignment is made, a volunteer may bump the employee assigned the compulsory overtime.

Overtime will be assigned to the employee on their short day. Overtime will not be assigned to those on approved vacation or scheduled sick leave adjacent to the overtime assignment. Overtime assignments will not be made to an employee if they are off on trades and not scheduled to be back to work before the date of need. If an employee has trades but is scheduled to be at work to receive the assignment they can be assigned.

Each employee is responsible for ensuring any overtime worked is logged. Voluntary overtime selections or assigned overtime for dates in the future shall not be logged until the overtime has been worked.

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It will be a priority consideration on the part of the SECOMM supervisors that an employee will not have to work more than six (6) days in a row, or work with less than eight (8) hours of rest between shifts. There may be extenuating circumstances in which one or both of these situations may be necessary from time to time.

**(c) Cell Phone Assignments**

In addition, a call in system utilizing vibrating cellular phones will be used to ensure that at least one (1) employee is on standby for overtime at all times. One cellular phone will be assigned for day shift (06:00-18:00) and one for night shift (18:00-06:00).

It is expected that employees will sign up for cellular phone duty on a voluntary basis. However, it is understood that compulsory assignments will be made absent voluntary selections. Compulsory cell phone assignments will be made based on who carried the cell phone the furthest date back from the date of need (based on the cell phone calendar), and is not already working overtime for that date. Those individuals that have signed up to carry it, but have not yet carried it, will be considered to have carried it for assignment purposes.

Cell phone assignments will be given in writing or electronically with a seven (7) and eleven (11) calendar day notice to employee, except when an unanticipated cell phone coverage need occurs, in which case notice shall be five (5) calendar days.

Cell phone assignments will not be made to those employees on approved vacation or scheduled sick leave adjacent to the assignment. Cell phone assignments will not be made to an employee if they are off on trades and not scheduled to be back to work before the date of need. If an employee has trades but is scheduled to be at work to receive the assignment they can be assigned.

Employees will be compensated \$40.00 for each twelve (12) hour shift period they are responsible for covering.

It is understood that employees will respond to calls and be available to report to work within one (1) hour. Failure to report as outlined, or reporting to work in an unfit state, may result in disciplinary action up to and including termination.

It is understood that while carrying cellular phones, employees are free to engage in personal activities, and shall not be considered "Hours Worked" as defined by the Fair Labor Standards Act. Employees that notify a supervisor in accordance with Section 13.03 of this bargaining agreement that they are unable to cover the cell phone assignment due to illness will not be charged with an occurrence of sick leave, and will not be subject to disciplinary action as laid out in Section 15.02.

**Article XII. Insurance and Benefits**

For full-time employees, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, where appropriate. Coverage generally begins the first of the month following the employee's date of hire. The exact terms of coverage are outlined in the respective plan documents, and are available through the Human Resources Office.

The Guild will be notified in writing of any changes in available service, decreases in benefits or increases in premiums. It is understood that significant changes will be subject to consultation and face to face meetings with Guild representatives prior to implementation.

**Section 12.01 Health**

The City shall contribute to City sponsored Preferred Provider Organization Plus (PPO+) Plan or successor health plans. The plans shall provide coverage for the employee and his or her eligible dependents

Employees will contribute the following tiered percentages per month towards the employee and dependent health care package provided by the City. The City will contribute the balance of the contribution. The monthly contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

| <b>Contribution Tier</b>          | <b>2015</b> | <b>2016*</b> |
|-----------------------------------|-------------|--------------|
| Employee Only                     | \$113       | \$131 or 11% |
| Employee & Spouse                 | \$134       | \$154 or 11% |
| Employee & Child/Children         | \$123       | \$142 or 11% |
| Employee, Spouse & Child/Children | \$153       | \$177 or 11% |

*\*% or Cap, whichever is less*

Employees selecting a plan with a higher premium than the PPO+ plan (if available) shall be required to pay any additional premium. If the City adopts a High Deductible Health Plan, employees shall be afforded an opportunity to elect such plan.

Effective 1/1/15, the City shall end Mental Health Parity Opt Out.

Effective 1/1/16, the PPO+ plan shall be modified as follows:

1. Office and Specialty Co-pays shall be \$20
2. Deductibles shall be \$500 individual and \$1500 family.

**Section 12.02 Dental**

The City will pay for a plan which covers the employee and all of his or her eligible dependents. Effective 1/1/16, employees shall have an independent election option for dental.

**Section 12.03 *Vision***

The City will pay for a plan which covers the employee and all of his and her eligible dependents. Effective 1/1/16, employees shall have an independent election option for vision.

The City reserves the right to select the health care carrier, administrators and network of said health care benefit program.

**Section 12.04 *Post Employment Health***

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post employment health program. In lieu of participation and the long term funding requirements for this new benefit program, the Guild elected to take additional wages. As a result, it is understood that Guild members are not, nor shall at any time in the future, be eligible to participate in the post employment health benefit program.

**Section 12.05 *IRC Section 125 Flexible Spending Account***

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program if offered by the City. The City will end the program prior to 2018 if it is deemed subject to excise tax calculations under the ACA. If the program is offered, the City will pay the administrative fee for processing claims.

**Section 12.06 *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 period of 90 days. The maximum monthly benefit shall be \$7,500.

**Section 12.07 *Life and Accidental Death & Dismemberment***

The City will maintain a policy which provides a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

**Section 12.08 *Retirement***

Employees in the bargaining unit shall be subject to the retirement system appropriate to their employment classification and status as provided for by state law.

**Section 12.09 *Deferred Compensation***

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

Upon completion of probation, the City will match an employee's contribution of up to three percent (3%) of base pay into either the ICMARC IRC 457 or IRC 401 (a) plans.

**Section 12.10 *ICMARC VantageCare Retirement Health Savings (RHS) Plan***

If RHS contributions are deemed to be subject to excise tax the program will be discontinued prior to 2018.

**Section 12.11 *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 the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time without prior notice or consent.

**Article XIII. Leaves**

**Section 13.01 *Vacation***

Each full-time employee shall accrue vacation time as set forth below, based on his or her continuous length of service which has accumulated since his or her most recent anniversary date of employment. An employee's request for vacation shall be affirmed or denied by the supervisor or manager within seven (7) calendar days of the employee's initial written request.

**(a) *Accrual and Use***

An employee shall not be eligible for a vacation until the employee has worked for the City for a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

Effective the first payroll period of 2004, the eight (8) hour floating holiday was included in the vacation accrual rates.

Vacation accrual rates are listed below:

| <u>Years of Service</u> | <u>Accrual Rate (hours per month)</u> |
|-------------------------|---------------------------------------|
| 1st through 5th year    | 12.67                                 |
| 6th through 9th year    | 13.67                                 |
| 10th through 15th year  | 15.67                                 |
| 16th through 20th year  | 17.67                                 |
| Over 20 years           | 20.67                                 |

An employee's vacation balance shall be at a maximum of three hundred (300) hours by December 31 of each year. On an annual basis, an employee may sell no less than twenty (20) hours and up to sixty (60) hours of vacation pay, provided that he or she maintains a balance of 80 hours of vacation after the transaction. The buy-out may be taken as: 1) pay; 2) funding an ICMARC 457 Deferred Compensation Plan; or 3) a combination of the above. Approval of such requests is at the discretion of the manager. Based on extraordinary circumstances or when the employee has not been permitted to take vacation due to lack of staffing or workload, the Manager in consultation with the Human Resources Director may allow an increase in the annual buyout, or a rollover of hours exceeding 300.

Upon termination, the employee with more than six (6) months of service shall be paid for any accumulated vacation, (up to 300 hours) at his or her final base straight time rate of pay.

Vacation time shall be taken in no less than one-half (1/2) hour increments.

With the exception of FMLA leaves, vacation hours shall not be used to cover sick hours. Approved vacation may be rescinded based on the needs of the service, such as activation of the Emergency Operations Center, or other emergency conditions.

**(b) Vacation Picks**

Prior to each calendar year, bargaining unit members will have the opportunity to select two (2) separate vacation picks of up to eighty (80) consecutive hours. This vacation selection is defined as a vacation pick.

Vacation picks will be made in order of seniority, with the more tenured employee first. Less tenured employees may make selections out of turn, but will have to re-pick if a tenured employee bumps their selection. Once an employee has made their selection and passed the list to the next employee, they may cancel their original vacation pick, but shall not be allowed to re-pick until all employees have completed their selection.

Only two (2) bargaining unit members, regardless of shift, may be on a scheduled vacation pick at any time.

Vacation picks are guaranteed provided the employee has the entire balance of vacation time available at the beginning of the scheduled vacation pick. In the event the entire vacation balance is not available prior to the pick, the entire vacation pick will be canceled. Employee requested cancellations of any part of a vacation pick require a fourteen (14) calendar day written notice. Trades will not be approved to replace any hours of a vacation pick.

Outside of vacation picks, individual requests for vacation usage will not be accepted more than sixty (60) days in advance.

**(c) Donation and Transfer**

The policy of the City is to allow employees to donate vacation to co-workers facing personal emergencies who have exhausted all accrued leave. Employees are subject to the City's policy for donation and transfer of vacation.

**Section 13.02 *Holidays***

The following are official holidays for all employees:

- (1) New Year's Day (January 1);
- (2) President's Day (the third Monday of February);
- (3) Memorial Day (last Monday in May);
- (4) Fourth of July;
- (5) Labor Day (First Monday in September);
- (6) Veterans Day (November 11);
- (7) Thanksgiving Day (fourth Thursday in November);
- (8) Day after Thanksgiving;
- (9) Christmas Eve;

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(10) Christmas Day (December 25);

Effective the first payroll period of 2004, the eight (8) hour floating holiday was included in the vacation accrual rate (see Section 13.01a).

Employees working a scheduled shift on any official City holiday shall receive 2½ times the regular rate of pay for **all hours worked on the shift**.

Employees not scheduled to work on any of the above holidays shall receive eight (8) hours of holiday pay.

When called in to work on the holiday, an employee shall be paid 1½ times for hours actually worked on the holiday plus the eight (8) hours of holiday pay. Hours worked in excess of eight (8) hours of the holiday shall be paid at the rate of 2½ times the regular rate of pay.

In order to receive holiday pay, the employee must work the employee's entire last scheduled workday prior to the holiday and the employee's entire first scheduled workday after the holiday, or the employee must have an excused absence or an approved day off.

**Section 13.03 *Sick Leave***

The parties agree that sick leave should be viewed as insurance rather than a vested leave benefit and the use is subject to conditions and restrictions as defined herein.

Sick leave shall be accrued at a rate of eight (8) hours per month of employment except that sick leave will not be accrued during an unpaid leave of absence. There is no limitation on the number of hours that an employee may accrue.

Employees unable to report for work shall notify the appropriate supervisor in accordance with procedures established at the division level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (i.e. hospitalization, surgery) shall give notice of sick leave as far in advance as practically possible. Sick leave shall be used for absence from work due to illness, injury or medical provider appointments. Misuse of sick leave will be subject to disciplinary action. The City may require a doctor's verification if an employee is absent from work because of injury or illness for three (3) or more consecutive shifts, or when the employee has met the criteria set forth in Section 15.02, subsection a. (Absenteeism), as amended by mutual agreement of the parties.

The City will pay to each employee who separates their employment with the City or takes a regular PERS II or PERS III service retirement twenty-five percent (25%) of the employee's unused sick leave. The employee must have a minimum of five (5) years of service. Payment shall not exceed dollars.

**Section 13.04 *Bereavement Leave***

An employee may be granted bereavement leave with pay up to a maximum of thirty-six (36) hours for the death of a member of the employee's immediate family provided the employee was scheduled to be at work.

Immediate family members include spouse; child (includes step, adopted, natural or adult child) or grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural), guardian or grandparent; sibling (step, natural or adopted); in-laws (includes parent-in-law, son-in-law and daughter-in-law); or domestic partner. It does not include uncle, aunt, niece, nephew or cousin. However, nothing shall prohibit an employee from using vacation leave or shift trades for bereavement due to the death of not so immediate family members, e.g. nieces, nephews, aunts, uncles, cousins, other in-laws.

All time off in excess of thirty-six (36) hours, must be approved by the Manager and shall be charged to vacation leave.

**Section 13.05 *Occupational Disability Allowances and Restricted Duty***

**(a) *Disability Leave***

Any employee injured on the job who is eligible for time loss payments under the Workers' Compensation Law shall, for the duration of such payment, receive only that portion of the employee's accumulated sick leave pay as elected at the employee's option which together with said time loss payments, will not equal more than 100% of the regular daily rate of pay for any one regular work day, excluding overtime. The City will inform the employee of the available option at the time the employee meets with Human Resources to complete the required paperwork.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the optional sick leave allowance in excess of mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance or paid by employee reimbursement.

**(b) *Restricted Duty Program***

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work related illness or injury. City employees incurring job related injuries with restrictions that cannot be integrated into their regular duties, or, that prohibit the temporary performance of their regular duties may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by a City appointed physician. On a case by case basis when approved by the Department Director and the Human Resources Director, the City may allow employees with non-industrial injuries or illnesses to participate in the Restricted Duty Program.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to his or her former position. Employees must be temporarily injured and expected to return to their regular duties. At the City's sole discretion, a Restricted Duty program may be extended

to an employee for more than 90 days. Employee's may be transferred to another medically appropriate assignment or removed from the program by the Human Resources Director based on inadequate performance.

Hours worked in the program are considered productive hours in the computation of fringe benefits and seniority. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment.

Eligible employees who are offered and refuse a modified work assignment or incur unexcused non-industrial related absences may suffer the loss of all temporary disability benefits.

Employees on restricted duty will be compensated at 80% of the regular base hourly rate for their regular position in lieu of the lower Workers' Compensation temporary disability income. Differentials do not apply while on Restricted Duty.

**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. In accordance with the Hours of Work and Management Rights sections of this Agreement, the SECOMM Manager may modify schedules to assist employees in providing this valuable public service.

**Section 13.08 *Military Leave***

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

**Section 13.09 *Family and Medical Leave***

The city retains the right to administer medical leave using policies and procedures deemed by the City to be the most efficient methods to comply with the terms of this agreement and applicable medical leave regulations.

**Section 13.10 *Leave of Absence Without Pay***

Excluding temporary and provisional employees, a Department Director may grant a leave of absence without pay up to thirty (30) calendar days. Except for temporary and provisional employees, the City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U.S. Armed Forces shall, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.

In the event of injury or illness, the appointing authority may require that the employee submit a certificate from the attending physician or a designated physician indicating the nature of the illness or injury with a prognosis for recovery.

Upon expiration of an approved leave of absence in excess of thirty (30) days without pay, an employee may be reinstated to the same or similar position, if available, when the leave was granted. The City cannot and does not make any commitments to holding a position open in hopes that the employee will return. If no positions are available, the employee will be terminated.

During an approved leave of absence without pay, an employee shall not accrue any leave time, benefits or seniority for which the employee was eligible before the leave without pay began, providing accrual of such leaves shall resume upon return of the employee to his or her job.

**Section 13.11 *Faith Based Leave***

The City's policy on Faith Based Leave shall be applicable to employees in the bargaining unit.

**Article XIV. Drug and Alcohol Testing**

The City retains the right to administer drug and alcohol testing using policies and procedures deemed by the City to be the most efficient methods to comply with the terms of this agreement and applicable drug and alcohol testing regulations. The parties agree to meet and discuss impacts when a policy is implemented by the City.

**Section 14.01 *Employee Assistance Program Available***

The City recognizes a need to provide an opportunity for employees to deal with alcohol or substance abuse 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.

**Article XV. Miscellaneous**

**Section 15.01 *Personnel Records***

The Human Resources Department shall maintain a complete personnel file on each employee. However, any documented discipline will not be used for progressive disciplinary purposes after twenty-four (24) months if no further related disciplinary action is taken. Supervisory files will be purged annually after performance reviews. 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 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.

**Section 15.02 *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 sick leave use of more than eight (8) occurrences within any calendar year (January 1 to December 31). The term "occurrence" as used in this Article refers to a period of missed time from work, whether of a few hours duration or of a consecutive group of days that is related to a single illness or other cause.
- 2) Unscheduled sick leave use which substantiates a pattern in conjunction with vacation and holidays. A pattern will consist of four (4) or more occurrences within any calendar year (January 1 to December 31).

**(b) Progressive Steps of Discipline**

Progressive discipline will apply to any employee who meets either one of the above thresholds. Once progressive discipline is initiated, any discipline issued within the ensuing twenty-four (24) month period shall be used for progressive disciplinary purposes.

- 1) 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.
- 2) 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 to this Agreement. A second offense constitutes a written warning; a third offense constitutes a one (1) day suspension; a fourth offense constitutes a three (3) day suspension; and a fifth offense constitutes termination.

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 15.03 *No Smoking***

The Guild acknowledges and supports RMC 2.58, as amended, relating to No Smoking and use of Tobacco Related Products in the Work Environment.

**Section 15.04 *Training***

The scheduling of any and all training courses will be done by the SECOMM Manager or his or her designee. Employees shall attend training courses as assigned by the City. The City shall pay for the actual cost of all materials, tuition and fees associated with a training course the City is requiring an employee to attend. The material shall remain the property of the City.

Reimbursement for travel and subsistence for official trips shall conform to guidelines set forth in the City's Business Travel and Expense Policy, Index No. 1420. In any case, reimbursement shall only be for the amount of actual and reasonable expenses as determined by the City.

Time spent in class by an employee required by the City as assigned training shall be counted as time worked and compensated accordingly. Payment for related travel time shall be governed by the Fair Labor Standards Act.

Employees will be required to obtain and maintain a level of proficiency and competency as outlined in the City's Training Manual, Policy and SGM Manuals. Successful completion of a proficiency review shall be accomplished annually by each employee. Failure to successfully complete the review may result in disciplinary action.

**Section 15.05 *Shift Trades***

Employees covered by this Agreement may engage in up to twenty-four (24) shift trades per calendar year.

A shift trade will be considered to count towards the twenty-four (24) trades per year maximum as described above regardless of how many hours are involved in the trade (i.e., a trade of a partial shift will count as one full trade, just as a trade of a full shift will also count as one trade). A shift trade may not cause an employee to work more than seven (7) consecutive days.

Shift trade requests must be for trades that are to be completed less than six (6) months in the future, except in the case of a bona fide emergency.

If an employee is determined to have abused his or her shift trade benefit, or to have otherwise engaged in misconduct in connection with his or her shift trade benefit in a manner that provides the City with just cause to discipline that individual, part of the disciplinary penalty that could be legitimately imposed upon such an individual by the City would be an appropriate limitation or withdrawal of the individual's shift trading privileges for an appropriate period of time.

All shift trades must be approved by the supervisor of the employee requesting the trade.

A shift swap of more than 3 shifts will not be considered a shift trade. Shift swaps will only occur if both supervisors approve the request.

If an employee calls in sick when they are scheduled to work a trade it will come out of their sick leave and count as an occurrence.

If an employee is scheduled to work a trade and there is enough staffing the employee can use their own vacation time.

Exchanging short days outside of the current pay period is also considered a shift trade and will count towards the twenty-four (24) shift trades per year maximum. A short day exchange within a current pay period will not be counted as a shift trade.

A certified training officer (CTO) may not trade shifts if at the time of the trade request it appears as if the requested trade will cause the CTO to miss a shift during a period of time when the CTO is actively training another employee unless the requested shift trade is with another CTO, in which case the trade will be allowed if it otherwise fulfills the pre-requisites as set forth in this section.

A lead dispatcher may trade shifts as long as the person they are trading with is another lead dispatcher, qualified to work as a temporary upgrade, or there is a person already scheduled who is qualified to work as a temporary upgrade. It is understood that if the trade is with someone who is qualified to work as a temporary upgrade they will not be compensated. But if someone is assigned to be a temporary upgrade they will be compensated as defined in Section 11.02.

It is understood that all applicable state and federal wage and hour laws will be complied with, and under no circumstances shall the continuation of shift trades obligate the City to pay overtime due to shift trades. It is also understood that if at any time in the future a relevant state or federal agency issues a definitive ruling to the effect that any aspect of the shift trade practice is in violation of such state and/or federal wage and hour laws, the City and the Guild will reopen this section for further bargaining.

## **Article XVI. Grievance and Appeal Procedure**

### **Section 16.01 *Basic Process***

Employees covered by this Agreement may avail themselves of the grievance and appeal procedures as provided for in RMC 2.28.905, attached hereto as Exhibit 'D'. However, the parties hereby agree that different timelines should be utilized to file and process grievances that are brought pursuant to this Agreement than the timelines that are set forth in Exhibit D. The timelines for filing and processing grievances brought pursuant to this Agreement are all to be calculated by doubling the timelines set forth in Exhibit D, and also by using calendar days (excluding City-recognized holidays) rather than working days. Thus, all references to "ten (10) working days" contained in Steps 1 through 4 of the grievance process that is outlined in Exhibit 'D' should be modified to read "twenty (20) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement. Likewise, all references

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in Exhibit 'D' to "five (5) working days" should be modified to read "ten (10) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement.

Although the Guild may initiate an action in consideration of time limitations without signatures, employees shall be responsible for signing and dating all grievances and appeals at their earliest convenience. Employees may be accompanied by a Guild representative during any hearing process. If a Guild steward is not available, any Guild member can accompany the employee. Stewards may initiate and sign grievances related to items contained in this collective bargaining agreement.

**Section 16.02 *Arbitration Option***

At step four (4) of the aforementioned process, the grievant may make an irrevocable decision to pursue arbitration in lieu of a Personnel Committee hearing. When a grievance has been timely referred to arbitration, the parties shall promptly meet and attempt to mutually agree upon an arbitrator. Should an expeditious selection of arbitrator not be possible, either party may request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrator's names, experience, education, (vita) and fees charged.

Upon receipt of the FMCS list, the parties shall meet and strike names, with a coin toss determining who strikes first. Names shall be eliminated alternately until only one (1) name remains. The arbitrator whose name is thus selected shall hear the dispute and render a decision subject to the limitations imposed in this Article.

In the event the arbitrator finds he has no authority or power to rule the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. In any grievance in which there is a dispute as to the substantive grievability or arbitrability of the matter at hand, the arbitrator shall rule first on this issue.

The arbitrator shall only consider and render a decision with respect to the specific issue originally grieved and submitted, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall have no authority to make or impose a decision which is inconsistent with State, Federal law, City ordinance or this Agreement. The arbitrator shall have no power or authority to award punitive damages.

The arbitrator shall render a decision within thirty (30) days after the hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. The expense of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for their respective legal and other expenses.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change, modify, amend, add to, subtract from, or otherwise alter the present provisions of this Agreement.

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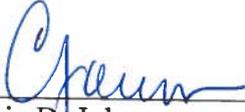
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Article XVII. Signatures

The parties hereto have caused this Agreement to be executed this 2<sup>nd</sup> day of June, 2015.

City of Richland, Washington

Southeast Washington Telecommunicators  
Guild

  
Cynthia D. Johnson  
City Manager  
6/17/15  
Date

  
Pat Emmal  
Guild Representative  
6/15/15  
Date

  
Chris Skinner  
Police Services Director  
6/17/15  
Date

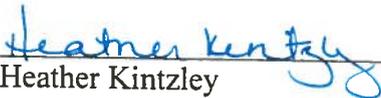
  
Nicole Nelson  
Guild President  
6/15/15  
Date

  
Allison Jubb  
Human Resources Director  
6/2/15  
Date

ATTEST:

  
Marcia Hopkins  
City Clerk  
6-17-15  
Date

APPROVED TO FORM:

  
Heather Kintzley  
City Attorney  
6-17-15  
Date

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**Article XVIII. Exhibits**

Section 18.01 *Exhibit 'A' – Represented Classifications and Wages*

**2015**

**Effective the 1<sup>st</sup> payroll period of 2015 (December 29, 2014) the wage schedule reflects a 2.0% increase.**

| <u>Classification Title</u>                               | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> | <u>Step F</u> | <u>Step G</u> |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Emergency Communications Dispatcher                       | \$19.08       | \$19.76       | \$20.52       | \$22.32       | \$23.07       | \$26.34       | \$27.24       |
| Lead Emergency Communications Dispatcher/Training Officer | N/A           | N/A           | N/A           | N/A           | \$24.23       | \$27.65       | \$28.58       |

**2016**

**Effective the 1<sup>st</sup> payroll period of 2016 (December 24, 2015) the wage schedule reflects a 2.0% increase.**

| <u>Classification Title</u>                               | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> | <u>Step F</u> | <u>Step G</u> |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Emergency Communications Dispatcher                       | \$19.46       | \$20.16       | \$20.93       | \$22.77       | \$23.53       | \$26.87       | \$27.78       |
| Lead Emergency Communications Dispatcher/Training Officer | N/A           | N/A           | N/A           | N/A           | \$24.71       | \$28.20       | \$29.15       |

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Section 18.02 *Exhibit 'B' - Guild Dues Deduction Authorization Form*

I hereby assign to the Guild, from any wages earned or to be earned by me as your employee, monthly membership dues. The amount of this deduction shall be equal to the amount certified by a recognized Guild officer.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Guild at such times and in such manner as may be agreed upon between you and the Guild at any time while this authorization is in effect.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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Section 18.03 *Exhibit 'C' SEWTG –Vacation Donation Transfer Form*

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE VACATION:

Information for Employee Requesting Donated Vacation

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Title: \_\_\_\_\_ Department/Division: \_\_\_\_\_

Information for Employee Donating Vacation

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Title: \_\_\_\_\_ Department/Division: \_\_\_\_\_

Current Vacation Balance (hours): \_\_\_\_\_

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

Balance After Transfer (hours – must be at least 200 Vacation): \_\_\_\_\_

I hereby request that the above Vacation hours be transferred and understand that my 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

Section 18.04 *Exhibit 'D' – RMC 2.28.905 Grievance and Appeal Procedure*

**(a) Definition:**

- (1) Appeals are actions filed by a classified employee concerning any adverse personnel action which results in the employee's suspension for more than thirty (30) days, reduction in pay, or discharge from city employment;
- (2) Grievances are actions by an employee alleging improper application of the provisions of this chapter and complaints on other matters concerning the employee's working conditions, misapplication of policies and procedures and related conditions. Excluded are matters alleging employment discrimination as defined in Section 2.28.105 and the substance of performance evaluations and oral reprimands;
- (3) Investigations in matters related to conditions of employment, examinations and other sundry matters which may be conducted by the personnel committee at the request of the human resources manager or upon its own motion with the view of making determinations and recommendations as appropriate to the city manager for corrective action or changes in policies and procedures.

**(b) Requirements for adverse actions**

No classified employee may be suspended for more than thirty (30) days, reduced in pay or discharged from city employment except for cause. In such cases, the city shall advise the employee in writing of the charges and an explanation of the evidence upon which the proposed action is based. The employee would then have an opportunity for a pre-disciplinary and/or pre-termination hearing. The city after consideration of the facts and materials presented at the hearing shall provide the employee with a written decision of termination, suspension or demotion in pay. Within ten (10) days after receipt of the employer's decision, the employee shall have the right to appeal to the personnel committee.

**(c) Procedure for processing grievances**

(1) Step 1

Grievances must be made known to the employee's supervisor in writing within twenty (20) calendar days (excluding city-recognized holidays) after the basis for the complaint is known or should have become known to the employee. All grievances must include the specific policy or provision which the employee feels is being violated, as well as the requested remedy.

The immediate supervisor shall discuss the grievance with the employee and render a written decision within twenty (20) calendar days (excluding city-recognized holidays) of receipt of the original grievance. If the employee is not satisfied with the supervisor's response, he or she may proceed to Step 2.

(2) Step 2

The employee shall reduce the grievance to writing within twenty (20) calendar days (excluding city-recognized holidays) from the initial discussion and present it to his or her division manager. The division manager shall arrange to discuss the grievance

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within ten (10) calendar days (excluding city-recognized holidays) after so notified. Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the division manager will respond in writing. If the matter is not resolved at step 2, the employee may proceed to step 3.

(3) Step 3

Within twenty (20) calendar days (excluding city-recognized holidays) of the division manager's decision, the employee may request in writing that the grievance be reviewed by his or her department director and/or deputy city manager. The department director and/or deputy city manager shall arrange to discuss the grievance within ten (10) calendar days (excluding city-recognized holidays) after so notified. Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the department director and/or deputy city manager will respond in writing. If the matter is not resolved at step 3, the employee may proceed to step 4.

(4) Step 4

If the grievance is still unresolved, the employee may appeal to the personnel committee within twenty (20) calendar days (excluding city-recognized holidays) after receipt of the department director's/deputy city manager's response.