

RESOLUTION 2018 - 27
**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
COLLECTIVE BARGAINING AGREEMENT WITH
TEAMSTERS LOCAL UNION NO. 760 – DIVISION SUPERVISORS UNIT
(January 1, 2019 through December 31, 2019)**

WHEREAS, authorized staff representing the City of Sunnyside have engaged in collective bargaining with Teamsters Local Union No. 760 – Division Supervisors Unit, for a new collective bargaining commencing January 1, 2019 through December 31, 2019, concerning wages, hours of work and working conditions, all pursuant to Chapter 41.56 RCW; and

WHEREAS, the parties have negotiated and tentatively approved a new collective bargaining agreement for such term, subject to approval of the City Council of the City of Sunnyside; and

WHEREAS, the City Council finds and determines that approval of such collective bargaining agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

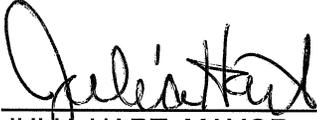
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the collective bargaining agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Teamsters Local Union No. 760 – Division Supervisors Unit, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. Upon execution and approval, such agreement will be effective as and from January 1, 2019 in accordance with the terms thereof.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 10th day of December, 2018.



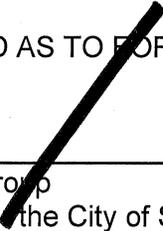
JULIA HART, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:



Kerr Law Group
Attorneys for the City of Sunnyside

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUNNYSIDE

and

TEAMSTERS LOCAL #760 — DIVISION SUPERVISORS

January 1, 2019 to December 31, 2019

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COLLECTIVE BARGAINING AGREEMENT
by and between the
CITY OF SUNNYSIDE
and
TEAMSTERS LOCAL NO. 760—DIVISION SUPERVISORS

ARTICLE 1- PREAMBLE

- 1.1 This Agreement is made and entered into by and between the **CITY OF SUNNYSIDE, WASHINGTON**, hereinafter called the "City," and **GENERAL TEAMSTERS LOCAL No. 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours, and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

- 2.1 The City recognizes the Union as the exclusive bargaining agent for all supervisor employees covered by this Agreement and working in the following departments: Public Works, Municipal Court and Police Support (Corrections and Dispatch only).

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 It shall be a condition of employment that all employees of the City covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agree to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.
- 3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bonafide religious tenant or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.
- 3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the City with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union may thereafter notify the City in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union may specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.
- 3.3 When the City hires a new employee the City shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing, giving the name, social security number, hire date, address and classification of the employee hired.
- 3.4 When provided a "Voluntary Check-off" authorization, in the form furnished by the Union and signed by the employee, the City agrees to deduct from that employee's pay, the Union's regular initiation fee and/or dues, as prescribed in the "Voluntary Check-off" form. The full amount of monies so deducted by the City

shall be promptly forwarded to the Union by check or ACH, along with an alphabetized list showing names and amounts deducted from each employee.

ARTICLE 4 - RIGHTS OF PARTIES

- 4.1 **Management Rights:** The Union recognizes that the City has certain core management rights which it has the right to exercise without bargaining about the decisions(s) and the effect(s). These core management rights, unless spelled out otherwise in this agreement, are inclusive but not limited to:
- 4.1.1 The right to direct and supervise all operations of the work force;
 - 4.1.2 The right to plan, direct and control all the operations and services of the City;
 - 4.1.3 The right to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted inclusive of but not limited to hours of work, shifts (alternate shifts), crew sizes, automation, changes in technology and any other topics associated with the methods, means, organization and number of personnel;
 - 4.1.4 The right to hire, assign, transfer and promote employees;
 - 4.1.5 The right to determine the need for educational courses and to assign employees to such courses to be decided by the City and paid for by the City;
 - 4.1.6 The right to demote, suspend without pay, discipline or discharge for just cause;
 - 4.1.7 The right to relieve employees due to lack of work or funds;
 - 4.1.8 The right, from time to time, to establish and modify and enforce reasonable rules and regulations subject to providing ten (10) working days notice except in the event of an emergency, in which case as much notice as practicable will be provided;
 - 4.1.9 The right to determine at all times, the City's budget and to enforce employment actions based on the City's assessment of budgetary needs and constraints
 - 4.1.10 The right to determine any emergencies as defined by the Employer;
 - 4.1.11 The right to create new job descriptions or to modify existing job descriptions from time to time subject only to the Union's right to bargain about the pay for such position(s) but not the content of the job description(s) unless the modification to the existing job descriptions could reasonably lead to a current incumbent becoming disqualified for their existing job. Should that happen, the Union shall have the right to bargain the proposed language changes in the content to the existing job description.

The foregoing listing of management rights of the City shall not be deemed to exclude other core management rights of the City not specifically set forth above which have been previously determined as such by PERC.

- 4.2 **Union:** The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 **Temporary (Interim) Employee:** A temporary (Interim) employee is one who has been appointed by the City to a supervisory position with the City. Such an employee may work on a full-time basis as prescribed by the City. Such temporary supervisor employee(s) shall not be used to displace regular full-time employees and, furthermore, temporary supervisor employees shall not be used as a subterfuge by the City to avoid the hiring of regular full-time employees. In no event shall a temporary supervisor employee be in such capacity for longer than three (3) consecutive months unless extended for a longer period by mutual agreement of the City and the Union.

- 5.2 **Regular Part-time Employee:** A Regular Part-time employee is one who has been appointed by the appointing authority, has successfully completed his probationary period, who may work less than eight (8) hours per day and less than forty (40) hours in a work week, will be paid not less than the wage rate for the type of work performed. A regular part-time employee is entitled to accrue all benefits and conditions as set forth in this Agreement, on a pro-rata basis.
- 5.3 **Regular Full-time Employee:** A Regular Full-time employee is one who has been appointed by the appointing authority of the City, has successfully completed his probationary period, is employed on a regular basis for forty (40) hours in a work week, is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.
- 5.4 **Probationary Employee:** A probationary employee is one who is appointed by the appointing authority of the City to a position authorized by the City. He shall serve a probationary period of not less than twelve (12) consecutive months. A probationary employee shall work under the provisions of this Agreement but shall be on a trial basis as determined by the City. A probationary employee can be terminated at any time during the probationary period without just cause and any recourse. Such a discharge during the probationary period by the City is not grievable under this Agreement, either by the Union or the employee.
- 5.4.1 No probationary or temporary employee will be used while a regular or regular part-time employee is on layoff due to lack of work or lack of funds, who is qualified and able to perform the work.
- 5.4.2 Probationary or temporary employees shall not be employed to deprive regular or regular part-time employees of premium days overtime.
- 5.5 All employees hired and performing Division Supervisor work within the classification of Appendices "A" "B" or "C" shall be included within the scope of the bargaining unit.
- 5.5.1 **Bargaining Unit Work:** All employees listed in Appendices "A" "B" or "C" of this agreement are considered members of the bargaining unit and only members of the bargaining unit shall perform work of the bargaining unit.

ARTICLE 6 – SENIORITY AND LAYOFF

- 6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed twelve (12) consecutive calendar months of service with the City and shall be considered to have acquired such status upon his first date of employment, or the date of his last break in service, whichever is the later. Seniority shall be based on a departmental basis (Public Works, City Court and Police support staff (Corrections) and a separate list of employees arranged in the order of their department seniority shall be given to the Union annually.
- 6.1.1 Seniority is defined as: First (1st), an employee's length of service within a departmental job classification; second (2nd), the continuous length of service within a department; and lastly, the continued service with the City.
- 6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- 6.2.1 voluntarily leaves the service to the City.
- 6.2.2 is discharged for just cause.
- 6.2.3 is laid off due to lack of work, lack of funds, budgetary constraints or reorganization for more than twelve (12) consecutive calendar months.
- 6.2.4 is absent from work because of non-occupational illness or injury not to exceed twelve (12) consecutive calendar months, unless extended by the City.
- 6.2.5 is absent from work because of occupational illness or injury not to exceed eighteen (18)

consecutive calendar months, unless extended by the City.

- 6.2.6 leaves the bargaining unit to accept a position with the City outside the bargaining unit except as provided for in Sections (6.4), (2.A.3) and (2.A.4).
 - 6.2.7 fails to return to work upon recall from an indefinite lay-off within seven (7) calendar days after receipt of written notice from the City at his last known address appearing on the City's records.
 - 6.2.8 is absent from work with no notice to the Employer for a period of three (3) or more consecutive work days.
- 6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.
- 6.4 Layoff – Recall. The Employer has the right to determine when a layoff becomes necessary. In reducing the personnel because of lack of work, lack of funds, budget restraints or reorganization or other legitimate reason, the City shall make every attempt to adhere to the premise of “the least senior employee within a job classification or department shall be the first (1st) laid off; on returning employees to work, the last employee laid off within a job classification shall be the first (1st) rehired”, in making such determination the employee’s qualifications, skills, abilities, experience and education to perform all the duties of the position and necessary certifications shall be considered, including training/time needed to ascertain such qualifications and certifications.
- 6.5 In the event of a layoff, the City agrees to give the employees a minimum of ten (10) working days notice and each employee shall give the City at least ten (10) working days notice prior to leaving City employment. This shall not apply to dismissals carried out under Article 21.
- 6.5.1 Should either party fail to give the ten (10) working days notice, that party may be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of ten (10) working days, holidays excepted.

ARTICLE 7 - PROMOTIONS - RE-ASSIGNMENT - POSTING - TRIAL PERIOD

- 7.1 The term "promotion" shall mean the advancement of an employee to a position of greater responsibility and a higher paying assignment of work.
- 7.1.1 The term re-assignment shall mean the assignment of an employee, at the employee's request, to a position the employee considers to be in his interest regardless of the wage rate.
- 7.2 Notices of opening(s) in positions covered by this Agreement, shall be posted at appropriate City locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, job site location, wage rates, and hours of work.
- 7.2.1 The City will make every effort to maintain the current staffing level. In reducing the personnel because of lack of work, lack of funds, budget restraints or reorganization or other legitimate reason, the Employer has the right to determine when such becomes necessary. In the event that a reduction in force appears to be necessary, the City will notify the union in writing. The parties agree to meet and explore options and alternatives including renegotiating wages, vacations and benefits prior to the reduction in force becoming effective in an effort to avert such action.
- 7.3 Application forms for the open position(s) will be available at the City's personnel office and the opening(s) will remain posted for a period of not less than five (5) working days. Employees wishing to make application for the open position must do so within such period.
- 7.4 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, ability, reliability, job attendance, dependability and physical fitness shall fill the open position. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position.
- 7.5 Nothing herein will preclude the City from making temporary assignments during posting periods.

- 7.6 An employee who has successfully bid a new position opening shall serve a probationary period of not more than twelve (12) months at his new position. Exception: The City may grant an extension to this twelve (12) month probation period. Should the employee fail to satisfactorily perform the duties of his new position as required by the City, or should he elect to return to his former position, he must do so without exception within the twelve (12) month probation period, or extension thereof, and he shall be reinstated to his former position or a comparable position unless he is discharged for just cause.
- 7.7 A lateral transfer of an employee between positions covered under this Agreement shall not affect his seniority rights.

ARTICLE 8 - DEMOTION OR TRANSFER

- 8.1 The term "demotion or transfer" shall mean the re-assignment of an employee (not requested by the employee) from:

Demotion: a) his present position to a lower paying position.

Transfer: b) the moving of an employee from one classification to another work classification involving a significant change of duties at no change in pay.

A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the "demotion or transfer" under Article 22, of this Agreement. Should the transfer be requested by the employee, they shall retain all seniority rights within the bargaining unit and will assume the specific wage rate of the new classification that corresponds to their current wage rate.

ARTICLE 9 - SICK LEAVE - OTHER LEAVES

- 9.1 Regular employees shall accumulate sick leave on the basis of eight (8) hours per month from the first (1st) day of employment.
- 9.2 An employee shall be entitled to Sick Leave benefits when he is absent from his duties by reason of his sickness or injury, or when through exposure to contagious diseases, his presence at work would jeopardize the health of others. Notification of absence on account of illness or injury shall be given to the Department Director or his designee on the first (1st) day of absence. Failure to notify the Department Director or his designee prior to the start of their regular assigned shift or within a reasonable period of time, may constitute cause for loss of leave pay and subject the employee to disciplinary action. A Department Director or his designee may require a doctor's statement from the employee, verifying the employee's condition which prevented him from returning to work.
- 9.2.1 Daily sick leave payments shall mean one day's pay at the employee's regular straight time pay rate for those days the employee would have worked had the disability not occurred, calculated at straight time. Should an eligible employee use less than one (1) full day of sick leave, such sick leave shall be deducted for the actual time away from the job on an hour-for-hour basis.
- 9.2.2 Sick leave pay shall be integrated with Article 17, Health Care Benefit Program, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance hereunder and the aforesaid Health Care Benefit Plan shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in his employee's sick leave pay account as part of his accumulated sick leave pay credits.
- 9.3 Sick Leave on Vacation: Whenever an employee off duty on paid vacation is ill or injured during that period, he may request that the City charge such absence to his sick leave account by sending prompt notice of illness or injury and a doctor's statement verifying same to his Department Director or his designee. Remaining vacation shall then be deferred.
- 9.4 Washington Family Care Act of 2002: An employee shall be entitled to use any or all of the employee's choice of sick leave or other paid time off, subject to all provisions of this Agreement relating to such leave,

to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as provided in RCW 49.12.270.

- 9.5 Sick Leave to Care For a Child: The Employer shall allow an employee to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. Use of sick leave shall be governed by the provisions of Section 9.2, above.
- 9.6 Family Medical Leave Act: The provisions of the Family Medical Leave Act (FMLA) are available pursuant to the provisions stated in "Appendix D - Family Medical Leave Act," should any employee be absent from work for more than ten (10) calendar days due to a condition defined under the provisions of the Family Medical Leave as eligible for FMLA leave (except in the case where an employee has no accrued leave available.)
- 9.7 Funeral Leave: When a regular full-time or regular part-time employee is absent from work for the purpose of arranging for, or attending, the funeral of a member of his immediate family, such employee may be granted up to five (5) consecutive working days off, with approval of his Department Director. Immediate family shall include the spouse, parent, child, step-child (living in the household), brother, sister, in-law's, grandparents, and grandchildren. Such absence shall be charged against the employee's sick leave bank, if any is available. In the instance there is no sick leave hours available, such time shall be granted and deducted from any other leave bank as determined by the employee. If there is no leave time available to the employee in any bank, the time off will be granted without pay.
- 9.7.1 Personal Day: Employees covered by this Agreement may be absent from work the equivalent of one work day per year without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 9.7, or to attend to personal business that must take place during normal work hours. Such absence shall be charged against the employee's sick leave bank, if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.
- 9.8 Maternity Leave: No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is able to safely perform the duties of her job, and as long as her physician, in writing, advises. Periodic reports from her physician concerning the advisability of continuing work may be required by the Employer. Absence for maternity will be first charged against any sick leave accrued, then charged against any holiday time or vacation time as may have been accrued. Leaves of absence for maternity may be granted by the City Manager in accordance with the provisions of City ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.
- 9.9 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first (1st) three (3) working days of absence to sick leave. During the following ninety (90) working days he shall be compensated by the City in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. After ninety-three (93) working days, the City shall pay the difference between any sums received from State Industrial and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one-half (1/2) day for each working day absent. The City's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted.
- 9.10 Sick Leave Maximum & Incentive: Any unused sick leave allowance in any year shall accumulate year to year, not to exceed one hundred thirty (130) days, into a bank for the future use of an employee, provided that an employee who accrues more than one thousand forty (1,040) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of one thousand forty (1,040) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of one thousand forty (1,040) hours at his or her current salary rate. The compensation for excess accrued sick

leave shall be paid to the eligible employee with the January 15th payroll of the following year. In addition, employees shall receive cash out of twenty-five percent (25%) of their accrued sick leave bank upon death, leaving employment after ten (10) years of employment, excluding termination for misconduct which is described in Article 21 of this Agreement (i.e. dishonesty, drinking, drugs, etc.), or retiring from the City of Sunnyside (pursuant to the DRS guidelines for retirement).

- 9.1.1 Leave of Absence: The City may grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the City. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or any extension thereof.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

- 10.1 Upon termination of employment for any reason all regular full- time and regular part-time employees shall receive severance pay for:
- 10.1.1 Accrued and unused holidays.
 - 10.1.2 Accrued and unused vacations.
 - 10.1.3 Overtime for which pay has been authorized.
 - 10.1.4 Accrued Compensatory Time.
- 10.2 Upon separation of employment, the employee's lump sum payout shall be limited to two hundred forty (240) hours comprised of vacation and holidays. Any time in excess of two hundred forty (240) hours shall be taken by the employee prior to the employee's termination date. At no time shall any lump sum pay out exceed two hundred forty (240) hours during the final two (2) years of employment prior to termination in order to avoid excess compensation as determined by the Department of Retirement Systems and in order to comply with State Law concerning pension calculations. This shall not in any way limit the employee's timely pay for time worked in the current, or previous pay period.
- 10.3 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State Statute (R.C.W., Title 11).
- 10.4 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and vacation benefits and compensation, and such employee thereafter reentering the service of the City shall be considered a new employee.

ARTICLE 11- JURY DUTY

- 11.1 When a regular employee covered by this Agreement is called for Jury Duty, or through no fault of his/her own is subpoenaed as a witness to testify in any municipal, county, state or federal court and cannot reasonably avoid being absent from work he/she shall advise his/her supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will reimburse to the City his/her Jury Duty or subpoena pay excluding those monies for travel and meal allowances. In the event an employee initiates proceedings, or due to circumstances of a personal nature said employee is not eligible for compensation under this Article.
- 11.1.1 Any employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to his supervisor for purpose of work assignment.

ARTICLE 12 - VACATIONS

- 12.1 All eligible employees shall accrue and be granted vacation with pay according to the following schedule:

| Years of Service | Completed Months | Annual Accumulated | Monthly (hours) |
|--|------------------|--------------------|-----------------|
| Beginning with one (1) year and through three (3) years | 1-36 | 96 hours | 8.00 hours |
| Beginning with year four (4) through year five (5) | 37-60 | 120 hours | 10.00 hours |
| Beginning with year six (6) through year nine (9) | 61-108 | 144 hours | 12.00 hours |
| Beginning with year ten (10) through year thirteen (13) | 109-156 | 160 hours | 13.33 hours |
| Beginning with year fourteen (14) through year eighteen (18) | 181-216 | 176 hours | 14.66 hours |
| Beginning with year nineteen (19) through year twenty-one (21) | 217-252 | 192 hours | 15.99 hours |
| Beginning with year twenty-two (22) and beyond | 253 or more | 208 hours | 17.32 hours |

12.1.1 Only one (1) employee within the same division shall be allowed to be of at the same time without prior approval of the Department Director or designee.

- 12.2 Pro-rata vacation shall be paid to all employees who are discharged, laid off, or who quit.
- 12.3 A regular part-time employee shall receive vacation on a pro-rata basis as determined by the hours worked during the period in which it was accrued as compared to full-time employee.
- 12.4 Absence from work because of disability due to sickness or accident will not be deducted from employee's accrued time for vacation benefits providing such absence is supported by acceptable medical evidence of disability and providing employee returns to work promptly upon being able to do so. No vacation shall accrue during a leave of absence.
- 12.5 New employees shall accrue vacation during their first year of employment, however, no vacations may be taken during the first six (6) months of employment. No vacation shall accrue during a leave of absence.
- 12.6 Maximum accrued vacation shall be limited to three hundred (300) hours as of December 31, of any year. Vacation hours in excess of the three hundred (300) hours may be converted on an hour for hour basis to sick leave subject to the maximum sick leave accrual amount. Under no circumstances shall the City be liable for payment of accrued but unused vacation leave in excess of two hundred forty (240) hours at the time of retirement, separation or discharge.

ARTICLE 13 - HOLIDAYS

- 13.1 Eligible employees will observe and be paid for the following recognized holidays, and all other days recognized by the City regardless upon which day of the week the holiday should fall:
- New Year's Day
 - Memorial Day
 - Veteran's Day
 - Christmas Day
 - Martin Luther King, Jr. Day
 - Independence Day
 - Thanksgiving Day
 - Floating Holiday
 - President's Day
 - Labor Day
 - Day after Thanksgiving
- 13.2 A regular part-time employee shall receive pro-rata holiday pay based on his average hours worked during the four (4) calendar weeks immediately preceding the holiday which falls within his work period.
- 13.3 When a holiday falls on a Saturday, the Friday prior to shall be observed, and when a holiday falls on a Sunday, the Monday following shall be observed as the holiday.

- 13.4 Holiday Premium Pay: Any employee who works on any of the aforementioned holidays, shall receive premium pay at time and one-half (1-1/2) his straight time hourly rate of pay for the hours worked on such holiday in addition to his holiday pay. Any employee shall have the option to receive the equivalent number of hours off at the rate of one and one-half (1-1/2) times the number of hours worked on such holidays to be scheduled off by mutual agreement between the employee and the City; or to be paid. These hours will be defined as compensatory time, and will fall under the compensatory time limitations as stated in Article 14.2.1.
- 13.5 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

ARTICLE 14 - HOURS OF WORK - OTHER WORK PROVISIONS

- 14.1 Work Day - Work Week: For regular full-time employees, the normal work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The work week shall commence 12:00 am on a Monday – and end on 11:59 pm Sunday. All employees shall be allowed one (1) hour un-paid period for lunch. Any change of the normal work day or work week as defined in this Section shall be mutually agreed between the City and a majority of the affected employees. If the affected employee(s) cannot reach a majority decision with the City in establishing a work day or work week, then the City shall have the right to establish such work day or work week. The City will not manipulate the regular work schedule in order to avoid payment of non-scheduled overtime. All regular full-time employees reporting for work in any one (1) day shall be guaranteed eight (8) hours or ten (10) hours (depending on their normal schedule) work or pay unless a short shift is worked at the employee's request and approved by the City, or when scheduled for work as specified in Section 14.3.
- 14.2 Overtime (excluding callout): Any and all hours worked or compensated in excess of eight (8) hours or ten (10) hours depending on the shift per day or exceeding forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate. A work day for this purpose shall be based on the hours between 12:00 am – 11:59 pm in any one day. Should a schedule be implemented which has a work day of hours other than eight (8) hours per day, overtime pay will be granted at the rate of one and one-half (1-1/2) for all hours worked per day in excess of the regular shift or in excess of forty (40) hours per week.
- 14.2.1 Compensatory Time Option: It is the employee's option to accrue the equivalent hours of overtime as compensatory time at the rate of one and one-half (1-1/2) time. Except, any overtime earned while working in a division other than the employee's own shall be paid at the rate of one and one-half (1-1/2) times his hourly rate. Compensatory time may be accrued to a maximum of eighty (80) hours throughout the year. It is the employee's responsibility to not request an accrual of any hours which might put his compensatory time balance over the eighty (80) hour maximum at any time during the year. Subject to prior written approval of the Director of Public Works or his designee, the employees will arrange to take their compensatory time off so as to not put an excessive burden on their fellow workers. It is the City's position to allow the accrual of compensatory time to provide the employees with additional leave time throughout the year in which the time is accrued. Therefore, any accrued Compensatory Time remaining on the books at the end of November of any given year will be paid with the first pay period in December. The time will be paid at the rate of the employee's straight time hourly rate since the compensatory time was accrued at one and one-half (1-1/2) times the number of hours worked.
- 14.3 Weekend Work Assignments: The Union and employees recognize that the City provides services to its citizens and other customers in a 7-day per week/24 hours per day schedule. The City reserves the right to schedule employees for regular work shifts on the basis of their work schedule of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. For employees assigned a Monday – Friday 5 day/8 hours per day schedule, weekends are considered Saturday and Sunday. For employees on a Monday – Thursday 4 day/10 hours per day schedule the weekend would be Friday, Saturday and Sunday. Weekend work will vary from four (4) to ten (10) hours each weekend day, including holidays, and time worked will be

considered part of the employees forty (40) regular hours of work per week. When on a Monday-Friday 5 day/ 8 hour work week, the waste water treatment plant operator assigned to work at the WWTP for weekend coverage shall be scheduled to work a minimum of four (4) hours on Friday and two (2) hours on Saturday and Sunday. The City agrees to rotate the regular routine weekend work schedule amongst employees within their respective divisions so that employees won't be scheduled for weekend work on consecutive weekends, unless mutual agreement is reached between the City and the employee. The City agrees to utilize the rights of Section 14.3 only to accomplish routine scheduled work, and not as a means to avoid overtime for emergency call outs.

- 14.4 Callout - Call Back: Defined as: The hours outside the normal work day when the employee is directed to report back to work after completion of shift as described in section 14 of this agreement. Each call out or call back ordered by an employee's supervisor shall be paid a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate for each call out and/or call back, and if worked over two (2) hours, the employee shall be paid time and one-half (1-1/2) for actual hours worked.

An employee on call out and/or call back shall be considered as on duty for the entire time (one hour or two hours depending on the time the call out or call back is ordered), and shall respond to any additional call outs that occur during that time. Should the additional call outs extend beyond the initial time (one hour or two hours as applicable), the employee shall be paid time and one-half (1-1/2) his regular hourly rate for actual hours worked.

A callout is defined as responding to the site per the nature of the callout alarm/dispatch. A callout does not include calling or directing other staff to respond to the callout.

- 14.5 An employee responding to a call out/call back shall use City-owned service equipment, and if he is required to pick up such equipment he shall be paid seven dollars and fifty cents (\$7.50) for mileage and travel. In the event the employee has City-owned service equipment at his residence, the call out/call back time shall commence from the time the employee receives such call and no mileage or travel pay shall be required.

14.5.1 An employee working a 5 day/ 8 hour work week and assigned to work at the waste water treatment plant on Saturday, Sunday or Holidays shall be paid seven dollars and fifty cents (\$7.50) each day for mileage and travel.

- 14.6 No employee shall be required to be on standby for such call out/ call back and no employee shall be required to respond back to work except in the event of an emergency. Such call out/call back, when requested by the City, shall be rotated among the qualified employees as equitably as possible.

- 14.7 A shift differential premium of an additional thirty cents (\$0.30) per hour shall be paid to all employees for hours worked between 6:00 P.M. and 6:00 A.M. on any work day and when not working on overtime, except that such premium pay shall not be provided for work performed between 6:00 P.M. and 6:00 A.M. when the employee works such hours as an adjustment of his work schedule at his request and/or convenience or when the scheduled workday includes any of these hours. Premium pay shall, further, not apply to sweeper operators.

- 14.8 Rest Periods: All employees shall be granted a fifteen (15) minute rest break approximately half-way through the first half (1/2) of their shift and a fifteen (15) minute rest break approximately half-way through the second half (1/2) of their shift. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time. The fifteen (15) minutes allowed for each break shall include shutdown and startup time.

14.8.1 Employees shall not combine their rest periods with their lunch or elect to forego their rest periods and/or lunch to leave work early.

ARTICLE 15 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 15.1 See attached Appendix A – Public Works Supervisors
- 15.2 See attached Appendix B - City Court Supervisor
- 15.3 See attached Appendix C – Police Support staff (Corrections) Supervisor
- 15.4 See attached Appendix D - Longevity Pay
- 15.5 See attached Appendix E - Family Medical Leave Act
- 15.6 Spanish Language: Employees who are proficient bi-lingual (English/Spanish) in writing and speaking shall receive a premium equal to three percent (3.00%) of their base monthly salary. Qualification to receive this premium shall be determined by the City Manager.

(The above-mentioned Appendixes are attached hereto and incorporated by this reference.)

ARTICLE 16 - PAY ARRANGEMENTS

- 16.1 All employees shall be paid all monies earned by the tenth (10th) of each month for all hours worked during the pay period from the sixteenth (16th) through the last day of the month for the preceding semi-monthly payroll period, and the twenty-fifth (25th) of each month, for all hours worked from the first (1st) day through the fifteenth (15th) day of the current month. There shall be no deductions other than required by law or authorized.
 - 16.1.1 The City will have an option to pay employees on a bi-weekly cycle (26 pay periods per year) paid on Friday. If the pay day falls on a holiday recognized in Article 12 of this Agreement, the preceding day shall become the pay day. The City will provide the Union at least ninety (90) days advanced written notice of any such change.
 - 16.1.2 Any errors in employee's pay shall be corrected on the next pay period, provided the error(s) are reported by the employee at least five (5) days prior to the issuance of the next pay check. This reporting timeline is designed to allow processing time and failure to meet it will not result in the forfeiture of an employee's right to claim an adjustment at a later date.
 - (a) The pay arrangements defined in this Article shall have no effect on Article 14 of this Agreement nor shall they be construed to establish a defined work week for the purposes of the F.L.S.A.
- 16.2 Upon discharge or quitting, the City shall pay all monies due the employee on the pay period or within fifteen (15) calendar days following such quitting or discharge, providing the employee has settled all accounts.
- 16.3 In case of monies claimed by the employee but disallowed by the City, a fully detailed written explanation must be given the employee.
- 16.4 No claim for wages shall be recognized unless presented to the City and the Union within thirty (30) calendar days from the date of the pay period giving rise to such claim. In the event the claim is timely, as outlined in this Section, the wage correction shall be limited to thirty (30) calendar days prior to the date the written claim is received.
- 16.5 The City shall furnish each employee with an itemized statement of earnings and deductions for each pay period.
- 16.6 The City upon request, will supply the Union representative with all necessary payroll records needed by the Union representative to determine whether the City is complying with this Agreement.
- 16.7 Any employee who is required to do work in a lower wage rated classification than that for which he is employed shall receive the higher wage rate for that day. . In the event of a Division Supervisor is assigned or designated by the City to assume the temporary department supervisor responsibilities and if the employee agrees to the assignment they shall receive five (5%) percent increase in pay for all hours

worked in the day(s) in such assignment.

ARTICLE 17 - HEALTH CARE BENEFIT PROGRAMS

17.1 The employer currently provides the following medical, dental, and vision coverage for all eligible:

Medical - Washington Teamsters Plan "A"
Dental - Washington Teamsters Plan "B"
Vision - Washington Teamsters Plan "EXT"

It is understood that the employer shall make an annual determination of which insurer provides the best and most cost effective coverage for medical, dental, and vision coverage that will provide equivalent coverage as currently provided but is not required to obtain said coverage from the current provider. It is also understood that the current provider may at their option choose not to provide coverage at the conclusion of any contract year and that employer shall then seek to obtain substantially equivalent coverage from another provider.

17.1.1 Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time, Regular Part-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday and severance pay.

The contributions due from the Employer and the Employee as follows:

| Year | Plans | Employer Share | Employee Share | Total Cost |
|------|---------------|-------------------|-----------------|-------------------|
| 2018 | TOTALS | \$1,228.51 | \$241.55 | \$1,469.80 |
| 2019 | TOTALS | \$1,265.60 | \$254.00 | \$1,519.60 |
| | TOTALS | \$ | \$ | \$ |
| | TOTALS | \$ | \$ | \$ |

Effective January 1, 2015, the Employer and the Employee shall split (75% Employer / 25% Employee) any increased cost of premiums for medical, dental or vision insurance for the term of this Agreement.

17.2 Each employee has been provided a copy of this labor agreement, and current copies of the benefit booklet for each health care coverage named in Section 17.1 above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the City to pay his premium, it is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for him and family. If an employee misplaces any of the booklets he should contact the Local Union office for a replacement copy.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employee benefit plans set forth in Article 17 and Article 20 shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - ACCEPTANCE OF TRUSTS

- 19.1 The City hereby acknowledges that it has received true copies of the Washington Teamsters Welfare Trust, Teamsters Vision Care Trust, Washington Teamsters Dental Trust and Western Conference of Teamsters Pension Trust and shall be considered a party thereto. The City further agrees that the Employer-Trustees named in said trusts, and their successors in trust, are and shall be his representatives and consents to be bound by the actions and determinations of the Trustees.

ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE OASI- SUPPLEMENTAL PENSION PLAN

- 20.1 The City shall pay into the appropriate employee retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.
- 20.2 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 20.2.1 and 20.2.2 hereof. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.
- 20.2.1 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each bargaining unit member for every hour for which compensation was paid up to a maximum of 2080 hour per year, said amount to be computed monthly.

Public Works Department Supervisors

Effective January 1, 2017 based on December hours worked each member of the Public Works Supervisors bargaining unit shall have divert from wages two dollars and zero-zero cents (\$2.00) per compensable hour.

City Court Department Supervisors

Effective January 1, 2016 based on 2080 hours worked per year by each member of the City Court Supervisor bargaining unit shall divert from wages zero dollars and twenty-five cents (\$0.25) per compensable hour.

Police Support staff (Corrections) Supervisors

Effective January 1, 2016 based on 2080 hours worked per year by each member of the Police Support Supervisor bargaining unit shall divert from wages zero dollars and fifty cents (\$0.50) per compensable hour.

- 20.2.2 The employees covered by this Agreement may in November, upon majority departmental vote by secret ballot, elect to divert an additional specified amount from wages into the Western Conference of Teamsters Pension Trust Fund for each contract year. Such election will be effective January 1 of the following year. This may take place each year, for the term of the Agreement.

ARTICLE 21- DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE

- 21.1 The City may discipline an employee for just cause, but no employee shall be disciplined unless a written notice of investigation has previously been given to such employee and/or the Union, setting forth the

complaint against said employee concerning his work or conduct. This written notice of investigation shall only be required for disciplinary actions 21.1.1 (b) through (e). Written notice of investigation shall be given within fourteen (14) calendar days of the date of such violation, or within fourteen (14) calendar days from the date such violation became known to the City. The City shall then have reasonable time to investigate the violation. The employee shall be given an opportunity, in a Loudermill pre-disciplinary action meeting, to respond, orally or in writing, to the complaint(s), and to state why disciplinary action should not be taken. The notice shall specify the nature of the complaint, and shall include an explanation of the evidence of the complaint. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing(s), nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the complaint, or which is introduced to present a more complete case, or which is the project of continued investigation.

No prior disciplinary action notice shall be necessary if the cause for discharge is dishonesty, drinking related to his employment, carrying unauthorized passengers, gross insubordination, illegal possession and/or use of federally designated drug abuse items, willful destruction of public property, or such other misconduct which is so serious in nature as to justify discharge without such prior disciplinary action.

21.1.1 Disciplinary actions shall include only the following:

- (a) Verbal reprimand, which may be documented in writing;
- (b) Written reprimand;
- (c) Suspension;
- (d) Demotion (where applicable);
- (e) Discharge/Termination

- 21.2 The City shall give a copy of such disciplinary actions to the employee, and a copy sent to the Union at the time it is given to the employee. An employee may protest such disciplinary actions pursuant to the provisions of Article 22 of this Agreement.
- 21.3 An employee and/or the Union shall have the right to protest any such discharge or suspension. Any such protest shall be presented to the City Manager or his designee in writing within fourteen (14) calendar days after the discharge or suspension and if not presented within such period, the right of protest shall be waived.
- 21.4 The Union shall immediately take this protest up with the City Manager or his designee, and if it is not resolved within twenty-one (21) calendar days, the matter may be submitted to arbitration pursuant to the terms of Article 22, of this Agreement.
- 21.5 In the case of a suspension without pay, the City has the option of offering the affected employee the opportunity to serve such suspension by deducting the equivalent amount of time from the employee's vacation or comp time accrual.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

- 22.1 Policy: The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of the employees grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.
- 22.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.
- 22.3 STEP 1: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar

days after such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels it is necessary.

- 22.4 STEP 2: If it is determined a grievance does exist and it is not resolved in Step 1, within fourteen (14) calendar days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Head or his designee, the Union, and the grievant(s), within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within an additional fourteen (14) calendar days, then,
- 22.5 STEP 3: The grievance shall be referred to a committee consisting of four (4) members, of which two (2) are appointed by the City and two (2) appointed by the Union. Such committee members will not have first-hand knowledge or information of the grievance or dispute, but shall have a basic understanding of the operation, and shall attempt to reach a majority decision, based on the facts and evidence presented to them, by the City and Union designees (who shall not serve as committee members). If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, such dispute or grievance may be moved to Step 4 in an attempt to resolve. Nothing shall preclude either party the right to submit the dispute or grievance to arbitration after this Step.
- 22.6 STEP 4: An attempt will be made to resolve the grievance with the City Manager, the Union and the grievant(s) within fourteen (14) calendar days of the conclusion of Step 3. If the grievance or dispute is not satisfactorily resolved within an additional twenty-one (21) calendar days, then, either party shall have the right to submit the dispute or grievance to arbitration.
- 22.7 STEP 5: If the matter is submitted to arbitration, the City and the Union may select an impartial arbitrator within fourteen (14) calendar days after the agreement is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.
- 22.8 The arbitrator shall commence hearings within a reasonable period of time after his selection, and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement, and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change this Agreement in any of its parts.
- 22.9 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the City and the Union. All other costs and expenses shall be borne by the party incurring them.
- 22.10 The City and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.
- 22.11 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above, and there shall be no lockout, strike, interruption of work, slowdown, or other interference with production during the life of this Agreement.

ARTICLE 23 - MAINTENANCE OF STANDARDS - MISCELLANEOUS PROVISIONS

- 23.1 Work Rules: The Union and the City recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through the efficient and productive operation of the City. The City may establish reasonable work standards which shall take into account all factors relating to the work assignment.

- 23.2 Union Non-Discrimination: Neither the Union nor the Employer will discriminate against any employee in the application of the terms and conditions of this Agreement.
- 23.3 Bargaining Unit Work: Employees who are members of the bargaining unit shall perform work of the bargaining unit.
- 23.4 The City agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendixes.
- 23.5 New Job Classifications: In the event new job classifications are established within operations covered by this Agreement, only the wage rates shall be subject to negotiations between the parties. The rates agreed upon shall be effective as of the date they are agreed to. In the interim, the employee will be paid at the rate established by the Employer.
- 23.6 Access: Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no undue interruption of the City's working schedule and services.
- 23.7 Work Rules: The Union recognizes the right of the City to establish such reasonable employer rules and personnel policies governing disciplinary matters, as long as such rules and policies are provided to the employees and are not in conflict with the terms and provisions of this Agreement.
- 23.8 Non-Discrimination: The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or age.
- 23.9 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 23.10 Medical Exams: Any physical examination (including inoculations), required by the City shall be taken on Employer time and shall be paid by the City, after submission to the Employer's medical insurance carrier, provided said services are by a certified physician or institution.
- 23.11 Uniforms: The City shall supply uniforms each year for employees covered under this Agreement in the Public Works and Police Support Divisions. At the City's sole option, the City may elect to directly purchase the uniforms supplied to the employees or it may elect to contract with a uniform supply company for uniforms. If the employer purchases the uniforms, the employees shall be responsible for laundry and minor repairs of the uniforms. Uniforms that are damaged beyond repair shall be turned in to the Department and the Department shall promptly replace the uniform pieces that are damaged. Employees may utilize City-owned laundry facilities to the extent that the City has made them available. The City shall supply additional coveralls and/or uniforms as needed for all employees covered under this Agreement. Protective clothing and equipment required by the City will be furnished by the City. The City shall supply these coveralls and/or uniforms for employees covered under this Agreement where necessary to identify the employee and protect his personal clothing.
- 23.11.1 The City will compensate employees listed in 23.11 above, three hundred (\$300.00) dollars per year to be paid on the last payroll of January of each calendar year of this contract for the purchase of appropriate work related clothing of the employee's choosing. The employee shall wear the clothing when on the job.
- 23.11.2 No employee shall wear any protective equipment, clothing or uniforms, in part or in whole, in the performance of any duties outside of the normally assigned duties for the City of Sunnyside without the express written permission of the Department Head. Failure to fully comply with this requirement shall subject the employee to disciplinary action that may include potential termination of employment.
- 23.12 Safety Standards: It is agreed between the City and the Union that both parties will cooperate fully in carrying out the requirements of the State Safety Standards as prescribed by State Law. Because

appropriate procedures are already established outside the agreement, this Article shall not be subject to the grievance procedure.

- 23.13 **Liability Coverage:** No employee shall be disciplined or suffer liability for any act done within the scope of his employment in the performance of his or her employment duties where the performance of such act was done at the direction of the Employer and where the method and manner of the performance of said act was directed by the Employer, provided, however, that the employee shall notify the Employer, through his or her supervisor or through the Department Head of his or her concern, if any, about the propriety or safety of such act. If the employee is licensed and/or qualified to perform specialized duties, said employee shall, further, review the directed method and manner of performing said act, in light of the requirements and standards for performing such tasks, to evaluate compliance therewith. In no event shall the Employer be liable for acts performed by an employee outside the scope of his employment nor shall the Employer be liable for intentional acts carried out by the employee. In no event shall the Employer be liable for punitive damages. Any liability of the Employer for acts performed by an employee within the scope of his employment shall be limited to the coverage provided by the City's liability insurance.
- 23.14 **C.D.L. Endorsement:** Any employee required, as a condition of employment or promotion, as determined by the City to possess any certifications or licenses other than a basic Washington State Drivers License shall be reimbursed by the Employer for any costs required by the City and associated with obtaining and/or maintaining such certifications and licenses. This shall not apply to study time for obtaining and maintaining certifications and licenses. Employees shall be solely responsible for obtaining and maintaining valid WSDL and failure to do so shall be just cause for discharge.

ARTICLE 24 - PERSONNEL FILES

- 24.1 Subject to the limitations stated in RCW 49.12.260, employees shall have the right to review material in their personnel files upon written request during regular business hours between 8:00 AM and 5:00PM, Monday through Friday. The employee may have a representative of the Union accompany him or her if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer to the employee.
- 24.2 The personnel file shall contain all annual evaluation reports that have been completed and such other material that would assist in evaluating the employee.
- 24.3 Materials, including evaluations, judged by the employee to be negative and/or derogatory may be answered or rebutted by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.
- 24.4 The Employer will provide the employee with a copy of any material that is placed in his or her personnel file within fourteen (14) calendar days of such action.
- 24.5 Any written reprimand or warning received by an employee shall be maintained in the employee's personnel file for a maximum of one (1) year.
- 24.6 After three (3) years, an employee may have derogatory materials, including records of suspension, other than yearly evaluations or written warnings (see section 24.5 above) expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years, in which case all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file.
- 24.7 When an employee reviews his or her personnel file, he will sign and date the review only to indicate the review.
- 24.8 Other records retained in the personnel file and subject to review by the employee upon written request include, but are not limited to: (1) Employee's application form; (2) Certification records; (3) Payroll information; (4) Routine correspondence; and (5) Evaluations.

ARTICLE 25 - CONTINUATION OF WORK

- 25.1 The City and the Union agree that the public interest requires 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. Specifically, the Union shall not cause or condone nor shall any employee engage in any work stoppage, including any strike, slow-down, and refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with the City functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.
- 25.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. The employee shall not be entitled to any pay and benefits during such strike or work stoppage and further may be subject to disciplinary action up to and including discharge.

ARTICLE 26 — RANDOM DRUG TESTING

- 26.1 The City and Local #760 support a drug free community and in an effort to set an example for the citizens and more particularly the youth of our city have agreed that all represented employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment for all employees in this bargaining unit. Any employee covered by this bargaining agreement who tests positive shall be subject to disciplinary action including discharge from employment with the City.
- 26.2 Any employee in this bargaining unit who tests positive for any alcohol or illegal drugs, or prescriptions drugs which could negatively affect their job performance and for which they do not have a valid prescription or which they are not using as directed by their physician, or who refuses to take such test will be subject to disciplinary action including termination of employment with the City. Any employee in this bargaining unit who tests positive shall, on the first such occurrence, be immediately removed from the work place and placed on unpaid administrative leave and shall report to a City approved substance abuse counselor for evaluation as directed by their Department Head and shall not return to work until said counselor has notified the Department Head that the employee does not pose a threat to him/herself or other employees and has by written agreement enrolled in an appropriate rehabilitation program. Said employee shall be required to meet all the terms of the rehabilitation program and be subject to additional testing at least monthly until released from the program. For a period of two (2) years such employees shall be subject to testing up to six (6) times in each twelve (12) month period. Any subsequent positive test during the remaining tenure of the employee or refusal of the employee to submit to any required test or failure to complete any of the terms of the rehabilitation program for such employees shall result in termination of employment.
- 26.3 Any employee who voluntarily advises their Department Head that they have a drug or alcohol problem and who agrees to a plan of treatment or rehabilitation shall not be subject to disciplinary action for the first occurrence so long as they fully comply with the terms of the treatment or rehabilitation program. The treatment or rehabilitation program must be approved by the Department Head and the employee must agree that the provider of the program shall share with the Department Head periodic reports on the employee's participation and the final results of the program. Any employee who fails to meet the terms of the program and has a subsequent positive test or has a second occurrence shall be subject to termination of employment with the City.

ARTICLE 27 - SAVINGS CLAUSE

- 27.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the City

agrees to be bound by the Union's position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall be in full force and effect from **January 1, 2019**, and shall remain in full force and effect through December 31, 2019. Either party may, upon sixty (60) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments. Language changes shall be effective beginning from the date of signing by the last signing party.

Signed for:
CITY OF SUNNYSIDE

Signed for:
TEAMSTERS LOCAL #760—Public Works

By _____
Donald D. Day, City Manager

By _____
Leonard Crouch, Secretary-Treasurer

Date _____

Date _____

Represented by:

Victoria Hernandez, Human Resources

Business Representative

Date _____

Date _____

APPENDIX "A" – PUBLIC WORKS DEPARTMENT SUPERVISORS

ARTICLE IA - DEFINITION AND DIRECTION OF DIVISION SUPERVISORS

- 1.A.1 A Public Works Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in the following Divisions: Water, Street, Sewer, and the Facilities Maintenance.
- 1.A.2 The Division Supervisor will be under the direct authority of the Public Works Director and/or Public Works Superintendent.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.A.1 The salary schedules for Public Works Department Supervisor employees shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
 - a. Effective July 1, 2015 there shall be a zero point zero-zero (0.00%) percent general increase to the current base wage scale.
 - b. Effective January 1, 2016 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - c. Effective January 1, 2017 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - d. Effective January 1, 2018 there shall be a two point two-five (2.25%) percent general increase to the previous year wage scale.
 - e. Effective January 1, 2019 there shall be a two point zero-zero (2.00%) percent general increase to the previous year wage scale.

APPENDIX "B" – CITY COURT DEPARTMENT SUPERVISORS

ARTICLE IA - DEFINITION AND DIRECTION OF DIVISION SUPERVISORS

- 1.A.1 A City Court Department Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in their Department.
- 1.A.2 The Division Supervisor will be under the direct authority of the Judge and/or City Manager.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.A.1 The salary schedules for City Court Department Supervisor employee shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
 - a. Effective July 1, 2015 there shall be a zero point zero-zero (0.00%) percent general increase to the previous year wage scale.
 - b. Effective January 1, 2016 there shall be a two hundred twenty-five dollar (\$225.00) general increase to the current monthly base wage scale applied to Step E.
 - c. Effective July 1, 2016 there shall be a twenty-five dollar (\$25.00) general increase to the current monthly base wage scale applied to Step E.
 - d. Effective January 1, 2017 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - e. Effective January 1, 2018 there shall be a two point two-five (2.25%) percent general increase to the previous year wage scale.
 - f. Effective January 1, 2019 there shall be a two point zero zero (2.00%) percent general increase to the previous year wage scale.

APPENDIX "C" – POLICE SUPPORT STAFF (CORRECTIONS) DEPARTMENT SUPERVISORS

ARTICLE IA - DEFINITION AND DIRECTION OF DIVISION SUPERVISORS

- 1.A.1 A Police Support staff (Corrections) Department Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in their Department.
- 1.A.2 The Division Supervisor will be under the direct authority of the Chief of Police and/or City Manager.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.A.1 The salary schedules for Police Support staff (Corrections) Department Supervisor employee shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
 - a. Effective July 1, 2015 there shall be a zero point zero-zero (0.00%) percent general increase to the current base year wage scale.
 - b. Effective January 1, 2016 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - c. Effective January 1, 2017 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - d. Effective January 1, 2018 there shall be a two point two-five (2.25%) percent general increase to the previous year wage scale.
 - e. Effective January 1, 2019 there shall be a two point zero zero (2.00%) percent general increase to the previous year wage scale.

TEAMSTERS--Public Works -- Effective January 1, 2019 -- 2% COLA

| CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|
| Public Works Division Supervisor (Water, Street and Facilities) | 4,676.46 M | 4,922.59 M | 5,181.68 M | 5,454.40 M | 5,741.47 M |
| | 56,117.56 A | 59,071.11 A | 62,180.12 A | 65,452.76 A | 68,897.64 A |
| | 26.98 H | 28.40 H | 29.89 H | 31.47 H | 33.12 H |
| Police Support Division Supervisor | 6,149.17 M | 6,472.81 M | 6,813.48 M | 7,172.09 M | 7,549.57 M |
| | 73,790.04 A | 77,673.73 A | 81,761.82 A | 86,065.07 A | 90,594.81 A |
| | 35.48 H | 37.34 H | 39.31 H | 41.38 H | 43.56 H |
| Court Division Supervisor | 3,977.17 M | 4,186.50 M | 4,406.84 M | 4,638.78 M | 4,882.93 M |
| | 47,726.09 A | 50,237.99 A | 52,882.10 A | 55,665.36 A | 58,595.12 A |
| | 22.95 H | 24.15 H | 25.42 H | 26.76 H | 28.17 H |
| Waste Water Division Supervisor | 4,809.50 M | 5,062.63 M | 5,329.09 M | 5,609.57 M | 5,904.81 M |
| | 57,714.02 A | 60,751.60 A | 63,949.06 A | 67,314.80 A | 70,857.68 A |
| | 27.75 H | 29.21 H | 30.74 H | 32.36 H | 34.07 H |

2. A.1.1 New employees shall be hired in at least, Step "A" above, with subsequent progression to the next step on their employment anniversary date, until they reach Step "E." The Employer may, however, retain an employee at the employee's salary percentage step if the employee's job performance has not been satisfactory. Such retention shall be subject to the Agreement's Grievance Procedure. In no event shall an employee suffer a reduction in wages due to promotion or reclassification.
- 2.A.2 The Union and the Supervisory employees represented herein recognize that inclusion of the supervisors in the same Teamsters Local as the non-supervisors they supervise shall not inhibit, restrain, or in any way adversely affect the performance of the duties of the supervisors including, but not limited to, the duty of working closely with management in handling matters pertaining to rank and file employees, when such is necessary for the effective management of the department operations, the duty of recommending discipline of other members of the same union, and the duty of not disclosing information which is confidential management information.
- 2.A.3 New supervisors hired on or after 1/1/2016 shall serve a probationary period of one(1) year when promoted to the position of supervisor. Any employee rejected during the one (1) year probationary period following such promotional appointment shall be reinstated to the position from which he was promoted or a comparable position unless he is discharged for just cause.
- 2.A.4 Employee(s) from the Public Works, Office Clerical bargaining units assigned as Supervisors, prior to ratification of this Agreement, shall maintain "bumping/right of return" afforded them within their Departments as members of the non-supervisory Collective Bargaining Agreements.
2. A.4.1 Public Works/Office Clerical employee(s) promoted to supervisor after ratification of this Agreement, shall retain "bumping/right of return" as provided for in Article 6 – Seniority and Layoff of their respective Collective Bargaining Agreements (Public Works and Office Clerical).
2. A.4.2 Public Works/Office Clerical supervisors hired from the outside of the non-supervisory collective bargaining units shall not have "bumping/right of return" into any other bargaining unit.
2. A.4.3 Police Dept. Support Staff supervisor(s) shall have only those "bumping/right of return" options provided in the PD Support non-supervisor Collective Bargaining Agreement.
- 2.A.5 In the case of elimination of a supervisory position, the supervisor affected shall have the opportunity to return to the rank and file bargaining unit based upon Seniority within their Department, which is covered under a collective bargaining agreement by and between General Teamsters, Local Union No. 760 and the City of Sunnyside, provided he is qualified to perform the work available. In the event the supervisory position is re-established, the supervisor affected shall have first opportunity to return to the supervisory

position, provided he is qualified to perform the work. In the event the City determines the supervisor is not qualified to return to do rank and file bargaining unit assignments or to re-assume the supervisory work, the City must show sufficient cause for not retaining or re-promoting such employee.

APPENDIX "D" -- LONGEVITY PAY

ARTICLE 1C - PUBLIC WORKS AND PARKS SUPERVISORS

1.C.1 All employees of the Public Works Department recognized in Article 2 of this Agreement shall receive annual longevity pay. The amount stated below will be added to the employee's base wage earning per month.

Such monthly payment schedule shall be paid as follows:

| <u>Years of Service</u> | <u>7 Years</u> | <u>10 Years</u> | <u>15 Years</u> | <u>20 Years</u> |
|-------------------------|----------------|-----------------|-----------------|-----------------|
| | \$50.00 | \$85.00 | \$100.00 | \$150.00 |

APPENDIX "E" -- FAMILY MEDICAL LEAVE ACT

ARTICLE 1D - GENERAL PROVISIONS

1.D.1 Availability of Leave: Subject to the conditions and privileges below, an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

Because of the placement of a son or daughter with the employee for adoption or foster care.

In order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

1.D.2 Definition of Certain Terms

1.D.2.1 "Eligible Employee" means an employee who has been employed (a) for at least 12 months by the employer, and (b) for at least 1,250 hours of service with such employer during the previous 12-month period.

1.D.2.2 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves (a) in-patient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health-care provider.

1.D.2.3 "Health-care Provider" means (a) a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or (b) any other person determined by the U. S. Secretary of Labor to be capable of providing health-care services.

1.D.2.4 "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

1.D.2.5 "Spouse" means a husband or wife, as the case may be.

1.D.3 Birth or Placement of Child - Computation of Leave

The entitlement to leave because of the birth of a son or daughter of the employee, in order to care for such son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care, shall expire at the end of the 12-month period beginning on the date of such birth or placement.

1.D.4 Leave Taken Intermittently or on a Reduced-leave Schedule:

1.D.4.1 General Provisions: Leave taken because of the birth of a son or daughter of the employee, in order to care for such son or daughter; or, because of the placement of a son or daughter with the employee for adoption or foster care, shall not be taken by an employee intermittently or on a reduced-leave schedule unless the employee and the employer agree otherwise. Leave under paragraphs (3) or (4) of Subsection A above may be taken intermittently or on a reduced-leave schedule when medically necessary, and the employer determines that such intermittent or reduced-leave schedule will not unduly disrupt the operations of the employer. The taking of leave intermittently or on a reduced-leave schedule pursuant to this paragraph shall not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

1.D.4.2 Temporary Transfer: If an employee requests intermittent leave, or leave on a reduced-leave schedule, but such leave is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that (a) has equivalent pay and benefits; and

(b) better accommodates recurring periods of leave than the regular employment position of the employee.

- 1.D.5 Required Use of Accrued Paid Leave: An employee taking family and/or medical leave shall be required to substitute and first use accrued paid vacation leave, sick leave, compensatory time, emergency leave, and any other accrued paid personal leave, for leave provided under this policy. Family and/or medical leave taken in excess of the employee's accrued paid vacation leave, sick leave, compensatory time, emergency leave, and any other accrued paid personal leave, shall be without compensation.
- 1.D.6 Both Spouses Employed by the City: In any case in which a husband and wife entitled to family and/or medical leave are employed by the City of Sunnyside, the aggregate number of work weeks of leave to which both may be entitled shall be limited to 12 work weeks during any 12-month period, if such leave is taken because of the birth or placement of a son or daughter, or in order to care for a sick parent.

ARTICLE 2D - PROCEDURES

2.D.1 Foreseeable Leave

- 2.D.1.1. Requirement of Notice: In any case in which the necessity for leave is foreseeable based on an expected birth or placement of a son or daughter, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- 2.D.1.2. Duties of Employee. In any case in which the necessity for leave (a) in order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, is foreseeable based on planned medical treatment, the employee:
- (a) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health-care provider of the employee, or the health-care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
 - (b) Shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2.D.2 Certification

- 2.D.2.1 A request for leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, shall be supported by a certification issued by the health-care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.
- 2.D.2.2 Sufficient Certification. Certification provided above shall be sufficient if it states:
- (a) The date on which the serious health condition commenced;
 - (b) The probable duration of the condition;
 - (c) The appropriate medical facts within the knowledge of the health-care provider regarding the condition;
 - (d) A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; or, a statement that the employee is unable to perform the functions of the position of the employee, as appropriate.

- (e) In the case of certification for intermittent leave, or leave on a reduced-leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
 - (f) In the case of certification for intermittent leave, or leave on a reduced-leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced-leave schedule and the expected duration of the intermittent leave or reduced-leave schedule.
- 2.D.3 Second Opinion: In any case deemed appropriate by the employer, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health-care provider designated or approved by the employer.
- 2.D.4 Resolution of Conflicting Opinions
 - (a) In General. In any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.
 - (b) Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.
- 2.D.5 Subsequent Recertification: The employer may require that the eligible employee obtain subsequent recertification(s) on a reasonable basis.

ARTICLE 3.D - EMPLOYMENT AND BENEFITS PROTECTION

3.D.1 Restoration to Position

- 1. In general, except as provided below, any eligible employee who takes family and/or family medical leave under this section for the intended purpose of the leave, shall be entitled, on return from such leave:
 - (a) To be restored by the employer to the position of employment held by the employee when the leave commenced; or
 - (b) To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

3.D.2 Loss of Benefits

The taking of leave under this policy and procedure shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

- 3.D.3 Nothing in this section shall be construed to entitle any restored employee to: (a) the accrual of any seniority or employment benefits during any period of leave; or (b) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

3.D.4 Certification

As a condition of restoration under Subparagraph (A) above, for an employee who has taken leave because of serious health condition that makes the employee unable to perform the functions of the position of such employee, such employee shall receive certification from the health-care provider of the employee that the employee is able to resume work.

3.D.5 Maintenance of Health Benefits

- 3.D.5.1 Coverage. Except as provided in Subparagraph 2 below, during any period that an eligible employee takes family and/or medical leave, the employer will maintain existing health insurance coverage, as available, for the duration of such leave at the level and under the conditions coverage would have been provided if the employee has continued in employment continuously for the duration of such leave.

3.D.5.2 Failure to Return from Leave: The employer may recover the premium the employer paid for maintaining coverage for the employee under such health insurance plan during any period of unpaid family and/or medical leave if:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (b) The employee fails to return to work for a reason other than:
- (c) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
- (d) Other circumstances beyond the control of the employee.

3.D.6 Resolution of Conflicting Opinions

In general, in any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.

Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.

3.D.7 Subsequent Recertification: The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis.

3.D.8 Restoration to Position

- 1. In general, except as provided below, any eligible employee who takes family and/or family medical leave under this section for the intended purpose of the leave, shall be entitled, on return from such leave:
 - (a) To be restored by the employer to the position of employment held by the employee when the leave commenced; or
 - (b) To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

3.D.9 Loss of Benefits

The taking of leave under this policy and procedure shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

3.D.10 Nothing in this section shall be construed to entitle any restored employee to: (a) the accrual of any seniority or employment benefits during any period of leave; or (b) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

3.D.11 Certification

As a condition of restoration under Subparagraph (A) above, for an employee who has taken leave because of serious health condition that makes the employee unable to perform the functions of the position of such employee, such employee shall receive certification from the health-care provider of the employee that the employee is able to resume work.

3.D.12 Maintenance of Health Benefits

3.D.12.1 Coverage. Except as provided in Subparagraph 2 below, during any period that an eligible employee takes family and/or medical leave, the employer will maintain existing health insurance coverage, as available, for the duration of such leave at the level and under the conditions coverage would have been provided if the employee has continued in employment continuously for the duration of such leave.

3.D.12.2 Failure to Return from Leave: The employer may recover the premium the employer paid for maintaining coverage for the employee under such health insurance plan during any period of unpaid family and/or medical leave if:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (b) The employee fails to return to work for a reason other than:
- (c) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
- (d) Other circumstances beyond the control of the employee.

ARTICLE 4D - FORMS

Forms necessary to administer the provisions for Family Medical Leave shall be provided by the Human Resource Department as determined by the City Manager.