

**AGREEMENT BETWEEN  
CITY OF RICHLAND  
AND  
TEAMSTERS, LOCAL NO. 839**

**2024-2025**

**(Date Last Party Signed) through  
December 31, 2025**



**Adopted by Resolution No. 2024-10,  
January 16, 2024  
Contract # 34-24**

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## **ARTICLE I - Preamble**

This AGREEMENT is entered into by and between the City of Richland, hereinafter referred to as City, and the Teamsters Local Union 839, hereinafter referred to as Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to establish hours of work, pay rates, benefits, working conditions and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

## **ARTICLE II - Recognition**

### ***Section 2.01-Unit Description***

The City recognizes the Union as the certified bargaining agent of all regularly employed full-time and part-time employees in the Emergency Communications Dispatchers and Lead Emergency Communications Dispatchers/Certified Training Officer job classifications employed by the City of Richland, excluding supervisors, confidential employees, and all other employees of the employer as certified by the Public Employment Relations Commission (PERC) in Decision 13613, case # 136050-E-22 (PECB, 2023).

### ***Section 2.02-List of bargaining unit members***

The City will provide the Union with a list of all bargaining unit members and their seniority upon request.

## **ARTICLE III – Term and Renewal**

This Agreement shall be for a term of two (2) years commencing upon the Agreement's full execution through December 31, 2025.

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

## **ARTICLE IV – Scope and Prevailing Rights**

### ***Section 4.01-Basic Agreement***

The parties will engage in collective bargaining as required in Chapter 41.56 RCW, including bargaining any mandatory subjects of bargaining such as wages, hours, and other terms and working conditions of employment.

**Section 4.02-No Discrimination**

The City and Union will not discriminate against any employee because of membership or non-membership in the Union. Any dispute under this Article will be resolved by the Washington Public Employment Relations Commission.

**Section 4.03-Management Rights Reserved**

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

1. Establish and modify work schedules, assignments, hours, periods and standards, including the amount, necessity and assignment of overtime.
2. Establish, modify, eliminate, implement, and enforce rules, regulations, and policies.
3. Determine the size and characteristics of the work force. Direct the work force, including the right to hire, promote, demote, transfer, reassign, suspend, discipline or discharge any employee for just cause (discipline for a probationary employee is not subject to just cause or the grievance procedure).
4. Determine duties and minimum qualification requirements to be included in any job classification.
5. Determine the location of any facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof. Determine the layout of buildings and equipment, and materials to be used therein. Determine the size, character, and use of inventories. Determine control and use of City owned or operated property, materials, and equipment.
6. Determine services to be rendered and frequency thereof.
7. Determine processes, techniques, methods, and means of performing work.
8. Determine the administrative organization of the system.
9. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
10. Determine internal disciplinary decision-making processes and administration.
11. Require employees, where necessary, to take in service training courses during working hours.
12. Take any necessary action to carry out the mission of the City in cases of an emergency or other extraordinary situation.
13. Establish professional attire standards and requirements.

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

***Section 4.04-Employee Rights***

An employee subject to an internal investigation that may reasonably result in discipline shall be advised at the time of an interview of the same. The employee shall be informed in writing the nature of the investigation if they are the subject of the investigation.

Any employee who becomes the subject of a criminal investigation that may reasonably result in discipline, up to and including discharge, may request Union representation present during all interviews.

The interview of any employee shall be at a reasonable hour between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, preferably when the employee is on duty or adjacent to their duty shift, unless the exigency of the interview dictates otherwise.

Interviewing shall be completed within a reasonable period of time and in a reasonable manner. If the employee requests Union representation, they shall notify the City at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall be requested to acknowledge such in writing, before being interviewed.

Interviews shall not be overly long. The employee shall have reasonable breaks as the employee requests, and such breaks will occur at reasonable times during the interview.

Except for investigations arising from or related to potential criminal law violations, the City shall, as soon as possible, but not later than twenty (20) business days after the occurrence or after the City could reasonably be expected to have knowledge of the occurrence and employee's role, notify the employee of the matter, and schedule an interview.

***Section 4.05-Work Rules***

Work rules and policies shall be uniformly applied. When existing work rules or policy procedures conflicts with this Agreement, The Agreement's terms shall prevail. Unless impracticable, the City will provide at least five (5) calendar days' written notice to employees of new work rules or procedures before their implementation. Work rules and policies will be uniformly applied by the City and adhered to by all employees. The City will notify the Union of new or any changes to existing work rules that impact mandatory subjects of bargaining.

**ARTICLE V – Union Membership, Dues, Deductions, and Release Time**

***Section 5.01-Union Membership***

All employees in this bargaining unit have the right to voluntarily join the Union. The Union, as the Exclusive Bargaining Representative, agrees to carry out its responsibilities under RCW 41.56.080. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Union because of the exercise of these rights.

***Section 5.02-Deduction Of Union Dues and Fees***

The Union will notify the Employer of employees that have provided an authorization to deduct dues and fees. After receiving such notice, the City shall deduct dues and fees in the amount certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the fifteenth day of the month. These deductions will begin no later than the second payroll after the City's receipt of the employee's written authorization. The Union shall notify the City at least thirty (30) days in advance of any increase in Union dues or fees.

When the City hires a new employee recognized as a position covered in the bargaining unit, the City shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address and classification of the employee hired. The Union Business Agent(s) will be provided 30 minutes to meet with the new employee(s) during work hours to discuss union membership as outlined in RCW 41.56.040

The Union shall indemnify and hold the City harmless against any suit instituted against the City on account of any dues or fees deductions for the Union except for error or omissions by the City. For example, the error was caused by the City's failure to maintain accurate records after receiving notification of a cancellation of deductions.

The City will maintain accurate records of employees' payroll deduction status.

***Section 5.03-Revocation of Union Payment Authorization***

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the City. The Employer shall end the deduction no later than the second payroll after the City's receipt of the Secretary-Treasurer's written notice to stop payroll deductions.

***Section 5.04-Union Stewards***

The Union has the right to appoint Stewards from among the employees covered by this Agreement as it deems necessary. The purpose of these stewards is to administer this Agreement, negotiate new labor agreements, request documentation, investigate workplace complaints and to assist represented employees with the grievance procedure.

The Union will provide the City a list of Stewards upon request.

***Section 5.05-Union Release Time***

1. **Shop Stewards.** The City will recognize four (4) stewards appointed by the Union from employees within the bargaining unit who have completed their probationary period. The Union shall inform the Human Resources Director in writing of the names of the business representative and stewards. Only persons so designated will represent the Union. The Union shall provide the City with written notice of any change of Union representation.

2. **Union Release Time.** The City will provide a total of 150 hours of union release time per calendar year for employees to negotiate a successor labor contract, attend grievance meetings and labor-management meetings, and represent employees in investigatory/disciplinary meetings. Union release time is paid at the employee's base pay rate and is not included for over-time calculation purposes. No more than two (2) employees will receive release time for negotiations and labor-management meetings. The Union shall provide at least three (3) business days' written notice prior to the applicable negotiation session to the Human Resources Director of the employees serving on the Union negotiating team.

Union release time shall not result in overtime liability. However, due to the inadequate staffing situations, the Executive Director or designee has discretion to determine that such overtime may be incurred as a result of Union release time.

#### ***Section 5.06-Union Visits***

The City agrees to grant the designated Union Representative(s) access and visitation rights to designated worksite areas (e.g., breakroom, conference room) with advance notice for the purpose of administering this Agreement, including investigation and/or processing grievances. In the event the Union Representative(s) requests access to other areas (e.g., dispatch floor, Emergency Operations Center), such access may be granted only when accompanied by a representative of the City. All individuals, including Union representatives, present on City premises shall not interfere with or interrupt an employee's work performance or BCES's operations; individuals doing so may be removed from the premises.

#### ***Section 5.07-Union Bulletin Boards***

The City shall provide a bulletin board that is readily accessible and visible to all employees for the purpose of conducting Union business and posting meeting notices.

#### ***Section 5.08-Professional Standards***

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

#### ***Section 5.09-Employee Status Reporting***

On a quarterly basis, the City will provide the Union with a report in electronic format of the following data, if maintained by the City, for all employees in the bargaining unit:

- Employee personnel number
- Employee name
- Employee mailing address
- Employee personal phone number
- Position title
- Position appointment date

- Salary step
- Employee hire date
- Union dues deduction amount

## **ARTICLE VI – Savings Clause**

### ***Section 6.01-State And Federal Obligations***

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.

### ***Section 6.02-Court Actions***

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

### ***Section 6.03-Binding***

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed, or altered in any way whatsoever except by provision of notice and meeting and conferring prior to implementation of any changes.

Due to the inter-local nature of BCES and SECOMM, it is understood that this Agreement shall not be binding on successors or assigns, except as provided by law.

## **ARTICLE VII – Full Understanding, Modifications, Waiver**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

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

It is understood that prior practices which do not conflict with this Agreement shall continue without interruption. Prior practices shall be defined as a practice which has been: 1) unequivocal; and 2) clearly enunciated and acted upon by both parties; and 3) readily ascertainable over a reasonable period of time as fixed and an established consistent practice; and 4) is not in conflict with the Management or Employee Rights section of this Agreement.

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

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

## **ARTICLE VIII – Performance of Duty**

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

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

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

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

## ARTICLE IX – Seniority

### ***Section 9.01-Definition***

For the purpose of this Agreement, seniority shall be defined as the length of the employee's continuous service as an Emergency Communications Dispatcher with the Southeast Communications Center (SECOMM). If more than one employee has the same seniority date, the ranking will be based on the following criteria and order: (1) the employee's score from the certification list; and (2) date and time of the employee's application. An employee who is laid off or takes a position as a non-represented City employee and who has been reinstated or re-appointed at the dispatch center as a represented City employee within six (6) months thereafter shall be deemed to have continuous service.

### ***Section 9.02-Probationary Period***

All original, transfer and promotional appointments shall be tentative and require a probationary period of twelve (12) months, during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees requiring a specialized instruction, or a course of training shall have their probationary period extended by an amount of time equal to the time required to complete said training. The appointing authority shall make a periodic written performance evaluation during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular full-time employment. Absences of any type that exceed thirty (30)-continuous calendar days shall extend the twelve (12)-month probation by the same duration.

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

### ***Section 9.03-Layoff***

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

### ***Section 9.04-Recall***

Employees laid off in accordance with the Lay Off section of this article shall be retained on a recall list for not less than twelve (12) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees

on recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days of the date of the notice. If the employee fails to respond or does not accept the job, the employee will forfeit all recall rights and be considered to have voluntarily separated from employment. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

#### ***Section 9.05-Termination of Seniority***

Seniority and the employment relationship shall be terminated when an employee: 1) resigns, or is discharged; or 2) is absent for three (3) consecutive work days without notifying the City; or 3) is laid off and fails to report within fifteen (15) working days after having been recalled; or 4) is laid off in excess of one (1) year; or 5) retires.

## **ARTICLE X – Hours of Work and Working Schedules**

It is understood that in accordance with the Management Rights section of this agreement, the City reserves the right to change the schedules and times contained in this section. Except when necessitated by unforeseen circumstances, the City and employee mutually agree, training, mandatory meetings, or when in the best interest of the service, management will provide 21 calendar days' notice prior to any change.

#### ***Section 10.01-Work Period***

Employees working eight (8) hour shifts, the work week shall commence Sunday midnight of the current week and end at midnight on the following Sunday. Employees working ten (10) hour shifts, the work week shall commence Monday at 0700 hours of the current week and end at 0700 on the following Monday.

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

1. Day Shift: Shall commence on Saturday at 1500 hours and end the following Saturday at 1500 hours.
2. Night Shift: Shall commence on Sunday at 0300 hours and end the following Sunday at 0300 hours.

#### ***Section 10.02-Work Schedules***

For rotating shifts, those work shifts will rotate every ten (10) weeks. The City reserves the right to adjust the schedule as necessary to maintain proper coverage. The work schedule will accommodate the need of the communications center to provide adequate coverage. The accommodation will be noted as multi-start, stop times for full-time employees, a combination of eight (8), ten (10), and twelve (12) consecutive hour shifts. For part-time

employees, work schedules will be scheduled based on the communication center's operational needs with the exception of holidays. Part-time employees will not be scheduled to work on holidays but will have the opportunity to work on holidays if there are no other volunteers and will be compensated at the holiday rate.

#### ***Section 10.03-Meal Periods***

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

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

#### ***Section 10.04-Rest Periods***

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

#### ***Section 10.05-Daylight Savings Time***

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

## **ARTICLE XI – Wages and Overtime**

#### ***Section 11.01-Wages***

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

Any employee assigned CTO duty shall receive ten percent (10%) differential pay over their base pay for the actual hours that he or she is assigned.

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

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

***Section 11.03-Overtime and On-Call***

1. **Overtime Application** – In order to provide service, it is understood that a system shall be in place to ensure adequate coverage and distribute overtime and on-call responsibilities. Employees will be offered the opportunity to volunteer for posted overtime and on-call coverage. Prior to mandatory overtime, managers, and supervisors, if available, may be included in the minimum staffing level to help with staffing needs until Emergency Communications Dispatcher vacancies have been reduced to no more than ten (10) open positions and fifty percent (50%) of the new hires are satisfactorily trained on call-taking and one (1) radio position.

All overtime shall be administered in accordance with the Fair Labor Standards Act and state law where applicable. All overtime shall be compensated at a rate of one and one-half times the employee’s normal rate of pay (unless a higher rate is called for by the specific provisions of this Agreement in a particular instance).

For the purposes of overtime calculation, “hours worked” shall include holiday, vacation, and sick leave. For the purposes of overtime eligibility, any leave without pay shall not be counted as hours worked. Except for holidays, all time worked as a result of a call-in shall be paid at time and one-half. It is understood that holidays will be compensated at double time and one-half.

Overtime worked will be accrued in tenths of hours (each tenth equals six (6) minutes). All overtime shall be compensated in the form of pay.

Employees shall receive a minimum of one (1) hour of overtime pay for reporting to work, whether or not the employee was needed for work.

2. **On-Call Duty** – Employees assigned to on-call will be compensated sixty dollars (\$60.00) for each twelve (12) hour on-call period. Employees cannot share an on-call assignment.

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

It is understood that while being on-call, employees are free to engage in personal activities, and on-call time is not considered “hours worked” so long as they are fit for duty.

3. **Overtime and On-Call Posting** – The on-call calendar will be posted prior to December 1st of the preceding year. Employees are expected to ensure their contact information and preferences are updated each year. On-call coverage will be posted in conjunction with the twelve (12)-hour shifts (day shift 0700-1900 and night shift 1900-0700).

- a. Anticipated Overtime – Anticipated overtime will be posted for employees a minimum of forty-five (45) calendar days in advance of the needed date.

Employees will have seven (7) days from the posting to volunteer for the work; the Employer will assign the overtime work once the seven (7) days has expired. Overtime hours/slots will be posted within the twelve (12)-hour shift time frames, with the following considerations: skill level, need, and short day or alternate schedule coverage availability.

- i. First, employees can volunteer for overtime opportunities by seniority. (With the exception of short-day overtime, the employee the short day belongs too, has priority for their own short-day overtime)
- ii. Second, any remaining overtime will be assigned by rotation beginning with the qualified and least senior employee.

- b. Unanticipated Overtime – When unanticipated coverage is needed, employee notice shall be five (5) calendar days. After the assignment is made, a volunteer may be assigned the shift.

Employees will be offered the opportunity to volunteer for posted overtime and on-call coverage. However, it is understood that mandatory assignments will be made absent voluntary selections.

4. **Distribution System** – It is understood that, except in extreme cases, employees not assigned to on-call duty will not be called for mandatory overtime. Employees who are on vacation leave shall not be called to work for any reason.

Overtime assignments will be made prior to on-call assignments for the same day. Assignments of overtime or on-call will be given in writing or electronically.

When unanticipated coverage is needed, the City will make its best efforts to provide at least five (5) days’ notice to the employee. After the mandatory assignment is made, a volunteer may arrange with the assigned to take the overtime work.

Employees that volunteer for an on-call assignment and subsequently remove their name from the assignment will notify a supervisor in writing or electronically. If it is less than forty-five (45) until the assignment, the employee may not remove their name without prior supervisor or management approval.

Mandatory overtime and on-call will be assigned to the employee starting with the employee that has the lowest seniority based on need and rotating thru inverse order. If an employee is skipped for any reason they will be placed at the top of the list for the next assignment. Once overtime or on call has been assigned, they will be removed from the top of the list even if the overtime or on call is cancelled at a later date.

Overtime adjacent to short day or alternate shift hours will be assigned to those working the shift before assigned to someone on their RDO. Employees working a shift trade for another employee on that employee's short-day shift will be eligible for either voluntary or mandatory overtime as if they were the on duty or on-coming employee they are working the trade for.

Overtime and on-call will not be assigned to those on approved vacation pick or flex pick or scheduled sick leave adjacent to the overtime assignment.

When a block of overtime or on-call is needed, the same employee will not be given more than one (1) day in that block or be required to work back- to- back shifts in that block if at all possible, consistent with this Article.

It will be a priority consideration on the part of the SECOMM that an employee will not have to work more than six (6) days in a row, or work with less than ten (10) hours of rest between shifts. There may be extenuating circumstances in which one or both of these situations may be necessary from time to time. In situations where overtime assignments are cancelled, a reasonable effort shall be made to cancel mandatory overtime assignments first before the cancellation of any voluntary overtime assignments. A reasonable effort shall also be made to avoid requiring any employee to work a split overtime shift.

**Section 11.04-Longevity Pay**

Employees are entitled to an increase in their base pay after reaching the following thresholds:

| <u>Years of Service Percentage</u> |                 |
|------------------------------------|-----------------|
| 5 years                            | \$30 per month  |
| 10 years                           | \$60 per month  |
| 15 years                           | \$90 per month  |
| 20 years                           | \$120 per month |
| 25 years                           | \$150 per month |

Longevity pay will be paid on the first paycheck of the month for the prior month.

***Section 11.05-Bilingual Pay***

The City will designate certain non-English languages that qualify for bilingual pay. Dispatchers are eligible for a total of \$1,000 per year if they successfully pass a proficiency exam process, as determined by the City, for the designated language(s) as determined by the City. Bilingual pay will be equally divided among pay periods over the calendar year.

## **ARTICLE XII – Insurance and Benefits**

For full-time employees, the City shall maintain certain coverages as a part of employee benefits, where appropriate. Part-time employees are not eligible for benefits provided in this Article. “Part-time employee” means an employee that works 28 or less hours per week.

An employee is eligible for insurance coverage on the first of the month, if they maintain full-time status and had eighty (80) or more compensable hours (worked, vacation, sick leave, holiday pay) in the previous calendar month. The eligibility of an employee for insurance benefits terminates at the end of the month that the employee fails to meet the above eligibility and enrollment requirements. If the employee had at least eighty (80) or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following separation.

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

***Section 12.01-Health, Dental, and Vision Insurance Plans***

The City shall contribute to the following insurance plans by the United Employees Benefit Trust (UEBT) covering the employee and their eligible dependents.

- AV9 Medical Plan
- D8 Dental Plan
- TL4 Time-Loss Plan

The Employer shall contribute 88.0% and the employee shall contribute 12.0% to the composite insurance plan premium cost. The insurance premium contributions will be deducted from employee pay for each pay period. The City will make insurance premium payments to the UEBT on or before the tenth day of each month.

***Section 12.02-Modifications During the Agreement’s Duration***

The parties acknowledge and understand the insurance carrier may modify coverage and plan design, including but not limited to insurance plan premiums, benefit levels, programs, co-pays,

out-of-pocket maximums, prescription formularies and benefits, and provider networks and access. The parties agree changes to coverage and plan design are not subject to bargaining for the duration of the Agreement.

If there is a need to modify any coverage, plan design, or number of plans available because of increased insurance premium costs exceeding 10% from year-to-year or for compliance with the "affordability rules" of the Affordable Care Act, the Employer will provide as much notice as practicable to the Union and allow the Union the opportunity to bargain regarding said changes. Should the Union and the Employer be unable to bargain a satisfactory resolution of any issues raised regarding proposed modifications within thirty (30) calendar days after notice to the Union, the Employer shall have the right to implement its proposed modifications to the new UEFT plan(s) and co-premium shares.

***Section 12.03-Indemnification***

The Union and/or the Employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

***Section 12.04-Insurance Disputes***

Disputes regarding benefit levels, premium structures, insurance claims and/or coverage are not subject to this Agreement's grievance procedure.

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

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program if offered by the City. If the program is offered, the City will pay the administrative fee for processing claims.

***Section 12.06-Long Term Disability***

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

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

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

***Section 12.08-Retirement***

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

**Section 12.09-Deferred Compensation**

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

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

**Section 12.10-Optional Coverages**

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time without prior notice or consent.

**ARTICLE XIII – Leaves**

**Section 13.01-Vacation**

Each full-time employee shall accrue vacation time as set forth below, based on his or her continuous length of service, which has accumulated since his or her most recent anniversary date of employment.

An employee’s request for vacation shall be granted or denied by the supervisor or manager within seven (7) calendar days of the employee’s initial written request.

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

Vacation accrual rates are listed below:

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

An employee’s vacation balance shall be at a maximum of three hundred (300) hours by December 31 of each year. On an annual basis, an employee may sell no less than twenty (20) hours and up to sixty (60) hours of vacation pay, provided that he or she maintains a balance of 80 hours of vacation after the transaction. The buy-out may be taken as: 1)

pay; 2) funding an MissionSquare Retirement 457 Deferred Compensation Plan; or 3) a combination of the above.

Approval of such requests is at the discretion of the manager. Based on extraordinary circumstances or when the employee has not been permitted to take vacation due to lack of staffing or workload, the department head, in consultation with the City Manager, may allow an increase in the annual buyout, or a rollover of hours exceeding three hundred (300) hours.

Upon termination, an employee with more than six (6) months of service shall be paid for any accumulated vacation, (up to 300 hours) at his or her final base straight time rate of pay. Vacation time shall be taken in no less than one-half (1/2) hour increments, or as applicable by law.

With the exception of FMLA or other qualifying protected leaves, vacation hours shall not be used to cover sick hours unless employee is in a leave without pay status.

Approved vacation may be rescinded based on the needs of the service, such as activation of the Emergency Operations Center, or other emergency conditions.

2. **Vacation Selection** – The SECOMM vacation selection process will occur, as follows:
  - a. It shall begin no earlier than October 15<sup>th</sup> of each year.
  - b. Employees can elect two (2) vacation selections; both of the selections must be between 16 and 80 consecutive hours long.
    - i. Vacation selection is by seniority order for full-time employees, followed by seniority order for part-time employees.
  - c. Two (2) vacation slots will be available per day. A third vacation slot will be available if all the following occur:
    - i. Ten (10) positions or less are vacant;
    - ii. At least fifty (50%) of probationary employees are fully trained on call-taking duties; and
    - iii. At least fifty (50%) of probationary employees are fully trained on at least one (1) radio position.
  - d. Employees not present at work during their bid will be contacted at their phone number on record and will have an opportunity to bid (four (4) schedule workdays not inclusive of overtime for full-time employees and two (2) days for part-time employees) to complete their bid. If employees do not bid within their allotted time, the employee will bid after the relevant round is completed.

- e. An employee can use a proxy for vacation selection by notifying management in writing.
  - f. At management's discretion and the employee's request, the bid process may be modified to accommodate an employee's extraordinary circumstances.
3. **SECOMM Available Vacation Slots** – A total of three (3) vacation slots may be available per day, however, a maximum of two (2) vacation slots may be available during each shift (e.g., day, night shift). *For example, two employees would be off during the day shift (700-1900) and one employee would be off during the graveyard shift (1900-0700).*

Each full-time employee will have four (4) of their scheduled workdays to complete their bid not inclusive of overtime scheduled, and each part time employee will have two (2) of their scheduled workdays to complete their bid.

After the last bargaining member on the seniority list has chosen a vacation selection, employees may elect to choose an additional vacation selection anytime during the year with at least a 30-day notice and be subject to vacation selection parameters of no more than 2 off or 3 off per day based on open positions.

Vacation selections are guaranteed if the employee has the entire balance of vacation time available at the beginning of the scheduled vacation. Employee must provide at least fourteen (14) calendar day's written notice to request cancellation of any part of a vacation selection. Vacation selections not cancelled within parameters defined will still count as a selection and the employee will not be allowed to work during the vacation selection time that was not cancelled.

In the event that a vacation selection is cancelled voluntarily by an employee, or an employee terminates their employment, other employees will be given the opportunity to switch one of their vacation selections to the vacated days that become available, based on seniority. Employees interested must respond via email to supervisor within seven (7) days. Decisions will be based on seniority. If an employee voluntarily cancels their vacation selection, they will have the ability to choose a new selection within the same parameters as defined above. Outside of vacation selections, individual requests for vacation usage will not be accepted more than sixty (60) days in advance.

4. **Special Vacation Requests** – Four (4) special vacation requests (up to 12 hours each) per year may be taken and may be requested without regard to whether or not overtime is required to fill the vacated position and may not be denied as long as coverage for shifts/workload is available. One request of one-half (1/2) to 12 hours constitutes a special request. Special vacation requests cannot be used to extend a vacation selection and cannot be used on consecutive calendar days.

5. **Mandated Overtime Opt-Out** – Each calendar year each employee shall receive one opt out day at the beginning of each quarter. Additional opt out days may be earned based on overtime worked in each quarter of the calendar year. On the first day of the subsequent quarter all employees who worked at least 150 hours of overtime during the preceding quarter will be awarded one additional opt out day. Those who worked at least 200 hours during the preceding quarter will be awarded 2 opt out days. 3 is the maximum number of opt out days an employee can accrue per quarter.

Opt-outs are not awarded or available to use until payroll has verified the number of overtime hours. Overtime paid for a regularly schedule holidays is exempt from calculation. Opt-outs cannot be carried over into the following quarter.

The Opt-out will be honored unless there is an inability to otherwise cover the required assignment. If multiple employees have requested to opt out for the same date and not all requests can be honored, the employee who worked overtime the furthest out will be mandated the overtime. Opt-outs will need to be required at minimum 30 days out to allow the ability to reassign overtime.

6. **Schedule Opt-Out for Days Off** – Each Employee will receive two (2) requests yearly for a regular day off to be protected by indicating the desire to use an opt out of mandatory overtime to prevent being assigned overtime on that date. The opt out will be honored unless there is an inability to otherwise cover the required shift. Scheduling opt outs must be made prior to assignments being made. Schedule opt outs may not be used around holidays.
7. **Shift Swap** – An employee may swap shifts with another employee if their shifts start on the same day and have the same number of hours. For example, an employee scheduled on a 12-hour day shift can swap shifts with an employee scheduled on a 12-hour graveyard shift if both shifts start on the same day. Shift swaps will not be considered a shift trade. Shift swaps will only occur if supervisors on both shifts approve the request.
8. **Shift Trades** – Employees covered by this Agreement may use up to ten (10) shift trades annually. With supervisor approval, probationary employees are also eligible for shift trades. Shift trade hours shall not constitute hours for calculating overtime and will not cause any extra cost to the Employer. A shift trade will be considered to count towards the per year maximum as described above regardless of how many hours are involved in the trade (i.e., a trade of a partial shift will count as one full trade, just as a trade of a full shift will also count as one full trade). A shift trade may not cause an employee to work more than seven (7) consecutive days. A shift trade will not be approved that is adjacent to the employee's vacation day and no trades for consecutive days are permitted.

Employees may not work more than twelve (12)-consecutive hours as a result of a shift trade. Shift trades will not be requested more than sixty (60) days in advance. The

employee is responsible for ensuring that all shift trades are repaid within six (6) months. All shift trades must be submitted by the employee and approved by the supervisor in applicable scheduling software and shall not interfere with business operations. Qualifications to perform the work will be considered in approving the request. The supervisor must be notified if both employees agree to cancel the trade. All shift trades must be approved or denied within seven (7) days from the date of the request. If an employee calls in sick when they are scheduled to work a trade, it will come out of their sick leave and count as an occurrence. If an employee who is scheduled to work a trade fails to work for any reason other than calling in sick, the employee will be charged from their vacation bank. If the substituting employee fails to work the shift, the employee who requested the shift trade, if at work, must remain at work and work the shift. If an employee is scheduled to work a trade and there is enough staffing, the employee can use their own vacation time.

Exchanging short days outside of the current pay period is also considered a shift trade and will count towards the ten (10) shift trades per year maximum described above. A short-day exchange within a current pay period will not be counted as a shift trade. A certified training officer (CTO) may not trade shifts, if at the time of the trade request, it appears as if the requested trade will cause the CTO to miss a shift during a period of time when the CTO is actively training another employee, unless the requested shift trade is with another CTO, in which case the trade will be allowed if it otherwise fulfills the prerequisites as set forth in this section. A lead dispatcher may trade shifts as long as the person they are trading with is another lead dispatcher, qualified to work as a temporary upgrade, or there is a person already scheduled who is qualified to work as a temporary upgrade. It is understood that if the trade is with someone who is qualified to work as a temporary upgrade they will not be compensated. If someone is assigned to be in a temporary upgrade, they will be compensated.

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

9. **Donation and Transfer** – The policy of the City is to allow employees to donate vacation to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when (1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or (2) when an attending physician determines the presence of an employee is necessary

because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated vacation leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

The vacation leave recipient must pay insurance premiums while using donated vacation leave, and will not accrue sick or vacation leave while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify Human Resources in writing that the use of donated vacation leave is required, explaining and providing written documentation as to the circumstances. Human Resources is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (available on the Intranet) for City-wide notification and distribution.

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

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

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

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the actual donations needed each pay period will be used by Finance during payroll processing. If the recipient does not use all the leave donations offered by employees, the donations will not be applied to the recipient's account.

### ***Section 13.02-Holidays***

The following are official holidays for all employees:

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

- (9) Christmas Eve;
- (10) Christmas Day (December 25);

Any additional holidays declared by the city council shall apply to members of the bargaining unit.

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

Employees scheduled to work a holiday, but request time off, are charged applicable vacation or sick leave for that day.

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

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

In order to receive holiday pay, the employee must work the employee's entire last scheduled workday prior to the holiday and the employee's entire first scheduled workday after the holiday, or the employee must have an excused absence or an approved day off. If an employee calls in sick during the holiday, they shall not receive holiday pay.

***Section 13.03-Sick Leave***

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

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

Employees unable to report for work shall notify the appropriate supervisor, lead or upgrade at least two (2) hours prior to the start of their shift. Employees who know in advance that they will be utilizing sick leave for a particular purpose (i.e. hospitalization, surgery) shall give notice of sick leave as far in advance as practically possible.

Before entering into an unprotected leave without pay (LWOP) status, all leave banks must be exhausted, including but not limited to sick leave, state sick leave, and vacation. Those employees may be subject to disciplinary action, and ineligible for voluntary assignments for on call and voluntary overtime for the following month.

Employees unable to report to work due to an unprotected leave on more than two (2) occasions for on-call or overtime shifts either voluntary or mandated, per month or more than eight (8)

occasions in a year may be subject to disciplinary action and ineligible for voluntary overtime and voluntary on-call assignments.

Sick leave shall be used for absence from work due to illness, injury, or medical provider appointments. Misuse of sick leave will be subject to disciplinary action. The City may require a doctor's verification if an employee is absent from work because of injury or illness for three (3) or more consecutive shifts, or when the employee has met the criteria set forth in Section 15.02, subsection a (Absenteeism), as amended by mutual agreement of the parties.

At the end of the last pay period each payroll year, the following sick leave cash-out rules will apply. Employees who have:

1. A sick leave bank in excess of one hundred fifty (150) or more hours may elect to cash out up to forty (40) hours at the employee's regular rate of pay; or
2. A sick leave bank in excess of three hundred (300) or more hours may elect to cash out up to eighty (80) hours at the employee's regular rate of pay.

The City will pay to each employee who separates their employment with the City or takes a regular PERS II or PERS III service retirement twenty-five percent (25%) of the employee's unused sick leave. The employee must have a minimum of five (5) years of service. Payment shall not exceed \$4,000.00 dollars.

#### ***Section 13.04-State Sick Leave***

Employees shall accrue Washington's paid sick leave (State Sick Leave) in accordance with City Policy 1340. Paid sick leave accruing in accordance with Washington law and the City policy is a subset of existing Sick Leave accruals.

#### ***Section 13.05-Bereavement Leave***

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

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

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

***Section 13.06-Occupational Disability Allowances and Restricted Duty***

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

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

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

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to his or her former position. Employees must be temporarily injured and expected to return to their regular duties. At the City's sole discretion, a Restricted Duty program may be extended to an employee for more than ninety (90) days. Employee's may be transferred to another medically appropriate assignment or removed from the program by the Executive Director and Human Resources based on inadequate performance.

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

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

***Section 13.07-Leave to Attend Funerals of City Employees***

Employee's may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

***Section 13.08-Jury Duty and Witness Service***

An employee who is called for jury duty, or is subpoenaed as a witness for a work-related matter, shall be paid during the absence on account of the jury or witness service, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled. In accordance with the Hours of Work and Management Rights sections of this Agreement, the SECOMM Manager may modify schedules to assist employees in providing this valuable public service.

***Section 13.09-Military Leave***

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060. Leave necessitated by service with the U.S. Armed Forces shall, be extended for the full period of such service. An employee must return to duty following military leave consistent with state and federal law.

***Section 13.10-Family and Medical Leave***

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

***Section 13.11-Leave of Absence Without Pay***

Employees must submit appropriate paperwork to request a leave of absence without pay to the Executive Director and Human Resources. The Executive Director may grant a leave of absence without pay for up to thirty (30) calendar days. Employees must exhaust all accrued vacation leave, sick leave, and state sick leave before requesting a leave of absence without pay. The City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation.

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

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

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

***Section 13.12-Faith Based Leave***

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

**ARTICLE XIV – Drug and Alcohol Testing**

The City's Substance-Free Workplace policy shall be applicable to employees in the bargaining unit.

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

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

**ARTICLE XV – Miscellaneous**

***Section 15.01-Personnel Records***

The Human Resources Department shall maintain a complete personnel file on each employee. However, any documented discipline will not be used for progressive disciplinary purposes after twenty-four (24) months if no further related disciplinary action is taken. Supervisory files will be purged annually after performance reviews. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees have the right to review their files after providing reasonable advance notice, and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

***Section 15.02-Attendance Policy***

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this policy is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement. Employees may be disciplined for poor attendance subject to just cause.

1. **Absenteeism** – Absences from work may be scheduled or unscheduled. For leave not statutorily protected, employees may be subject to disciplinary action for habitual unscheduled absence and/or sick leave abuse. Sick leave abuse occurs when sick leave is taken for other than approved reasons or the employee fails to comply with required notification or documentation procedures. Habitual absence refers to the employee who is excessively absent from work on an unscheduled basis.

***Section 15.03-No Smoking***

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

***Section 15.04-Training***

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

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

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

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

***Section 15.05-Disciplinary Action***

An employee may be disciplined with just cause.

## **ARTICLE XVI – Grievance and Appeal Procedure**

A "grievance" as used in this Agreement means a claim by the Union alleging that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of the Agreement's terms. The timelines set forth in this Article must be strictly followed, unless waived by mutual agreement. If the City fails to timely respond to a grievance, the grievance moves to the next step. If the Unions fails to timely advance a grievance to the next step, the grievance is considered withdrawn.

***Section 16.01-Informal Process***

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

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

***Section 16.02-Formal Process***

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

1. **Formal Step 1** – Formal Step 1 grievances shall be presented to the Manager or designee. The City shall attempt to resolve the grievance within ten (10) business days of receipt. If the grievant is not satisfied with the Formal Step 1 outcome, the grievant may submit the signed Report of Grievance to proceed to Formal Step 2 within ten (10) business days of the Formal Step 1 response.
2. **Formal Step 2** – Formal Step 2 grievances shall be presented to the next level, typically the Executive Director or designee. The Executive Director or designee shall attempt to resolve the matter within ten (10) business days after it has been presented. If the grievant is not satisfied with the Formal Step 2 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 3 within ten (10) business days of the Formal Step 2 response.
3. **Formal Step 3** – Formal Step 3 grievances shall be presented to the City Manager or designee. Grievances relating to termination of an employee will commence at Formal Step 3. The City Manager or designee shall attempt to resolve the matter within fifteen (15) business days after it has been presented. If the grievant is not satisfied with the Formal Step 3 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 4 within fifteen (15) business days from receipt of the City Manager or designee's response.
4. **Formal Step 4** – At Formal Step 4, the Union may make a decision to appeal the matter to an arbitrator. Any decision resulting from Formal Step 4 shall be final and binding upon the parties to the grievance, unless the decision involves an action by the City which is beyond the arbitrator's jurisdiction. The arbitrator shall only consider and render a decision for the specific issue(s) originally grieved and submitted, and they shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall have no power or authority to award punitive damages. The arbitrator shall have no authority to make or impose a decision which is inconsistent with state, federal, or local law or this Agreement. The arbitrator shall not have the authority to change, modify, amend, add to, subtract from, or otherwise alter the provisions of this Agreement.

The arbitrator and stenographer's fees, costs, and, expenses related to Formal Step 4 shall be borne equally by the parties hereto. Each party will be responsible for its own expenses and legal fees incurred during the preparation and the presentation of any grievance.

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

The process for arbitration is detailed below:

- a. **Arbitration** – Upon selection of arbitration, the parties shall attempt to agree to the selection of an arbitrator. In the event that a mutually acceptable arbitrator cannot be selected by the parties following the demand for arbitration, the Union shall request with the Federal Mediation Conciliation Service (FMCS) or the Washington Public Employment Relations Commission a list of 11 arbitrators. The arbitrator shall be selected by the parties first flipping a coin to determine which party strikes first; then the parties shall alternate striking arbitrators from the list until there is one remaining arbitrator on the list. It shall be the function of the arbitration to hold a hearing at which the parties may submit their cases concerning the grievance.

## **Article XVII -- Labor-Management Committee**

The parties wish to promote harmonious labor-management relations, so agree to establish a Labor-Management Committee. The Committee will meet quarterly or upon request by either party. At least seven (7) business days before a Committee meeting, each party shall submit a list of issues it wishes to discuss at the meeting.

Upon ratification of this Agreement, the parties shall meet to form their Committee and establish processes for the Committee. Management and employees may raise any issue of concern to them in a labor management committee meeting. However, disposition of matters covered in the Committee shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

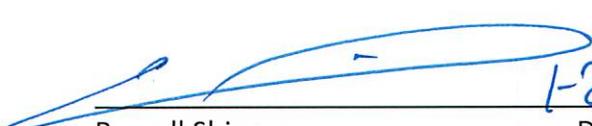
### ARTICLE XVII – Signatures

The parties hereto have caused this Agreement to be executed this 30<sup>th</sup> day of January, 2024.

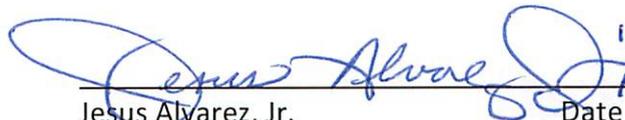
City of Richland, Washington

Teamsters Local No. 839

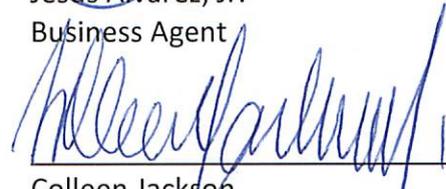
  
\_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager  
Date 1/30/24

  
\_\_\_\_\_  
Russell Shjerven  
Secretary-Treasurer  
Date 1-25-24

  
\_\_\_\_\_  
Jay Atwood  
BECS Executive Director  
Date 1-30-24

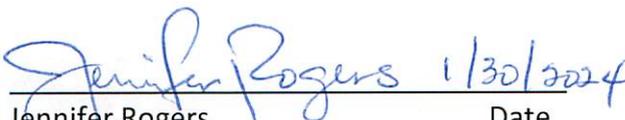
  
\_\_\_\_\_  
Jesus Alvarez, Jr.  
Business Agent  
Date 1/23/2024

  
\_\_\_\_\_  
Lacey Paulsen  
Human Resources Director  
Date 1/30/2024

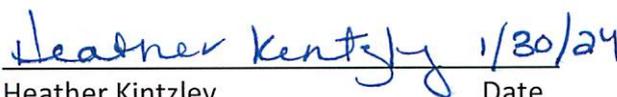
  
\_\_\_\_\_  
Colleen Jackson  
Teamsters Negotiation Team  
Date 1-25-2024

ATTEST:

  
\_\_\_\_\_  
Shyla Hill  
Teamsters Negotiation Team  
Date 1-25-2024

  
\_\_\_\_\_  
Jennifer Rogers  
City Clerk  
Date 1/30/2024

APPROVED TO FORM:

  
\_\_\_\_\_  
Heather Kintzley  
City Attorney  
Date 1/30/24

## Exhibit A

### ***Section A.01- Wage Step Table***

Upon the Agreement’s full ratification, the following wage table will be implemented:

| Job Classification           | Step    |         |         |         |         |         |         |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|
|                              | 1       | 2       | 3       | 4       | 5       | 6       | 7       |
| Emerg. Comm. Dispatcher      | \$28.50 | \$29.93 | \$31.42 | \$33.93 | \$35.63 | \$37.41 | \$39.28 |
| Lead Emerg. Comm. Dispatcher |         |         |         | \$37.33 | \$39.19 | \$41.15 | \$43.21 |

Employees shall advance through Steps 1 and 2 in six (6) month periods. Employees shall advance through Steps 3 through 7 in twelve (12) month periods.

| Step 1   | Step 2    | Step 3     | Step 4     | Step 5     | Step 6     | Step 7   |
|----------|-----------|------------|------------|------------|------------|----------|
| 0-6 mos. | 7-12 mos. | 13-24 mos. | 25-36 mos. | 37-48 mos. | 49-60 mos. | 61+ mos. |

Lead Emergency Communication Dispatchers will receive a ten (10) percent premium pay over their base wage rate, as provided in the above table.

### ***Section A.02 – Employee Transition to New Wage Table (For 2024 Only)***

Upon the Agreement’s full execution, current employees will be placed in the closest step that provides a wage increase to their 2023 hourly rate.

### ***Section A.03-General Wage Adjustment***

Effective January 1, 2025, employees will receive a 3.0% general wage adjustment to their base wage rate.

### ***Section A.04-Wage Step Placement for Newly Hired Lateral Employees***

At its sole discretion, the Employer may place a lateral employee at any wage step rate set forth in this Appendix.

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, ADOPTING THE 2024-2025 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 839, AND AUTHORIZING PERIODIC MEMORANDUMS OF UNDERSTANDING.**

**WHEREAS**, the Richland City Council desires to attract and retain qualified employees and maintain harmonious working relations between the City and the International Brotherhood of Teamsters Local No. 839 (the “Teamsters”); and

**WHEREAS**, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

**WHEREAS**, the City Manager may desire to enter into memorandums of understanding periodically throughout the term of the Collective Bargaining Agreement (CBA) with the Teamsters labor group for operational and administrative purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that the 2024-2025 Collective Bargaining Agreement with the International Brotherhood of Teamsters Local No. 839 is hereby approved.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to sign and execute the Collective Bargaining Agreement on behalf of the City.

**BE IT FURTHER RESOLVED** that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the International Brotherhood of Teamsters Local No. 839 for operational or administrative purposes during the term of the 2024-2025 Collective Bargaining Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 16<sup>th</sup> day of January, 2024.

*Theresa Richardson*

Theresa Richardson, Mayor

Attest:

*Jennifer Rogers*  
Jennifer Rogers, City Clerk

Approved as to Form:

*Heather Kintzley*  
Heather Kintzley, City Attorney