

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF EPHRATA**

**and**

**WASHINGTON STATE COUNCIL**

**OF COUNTY AND CITY EMPLOYEES,**

**AFL-CIO, LOCAL 846-E**

**JANUARY 1, 2020**

**through**

**DECEMBER 31, 2024**

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## **PREAMBLE**

This Agreement entered into by the City of Ephrata, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 846-E, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay hours of work and other conditions of employment.

## **ARTICLE I - RECOGNITION**

The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing wages, benefits, and other conditions of employment for all non-uniformed employees, except those employees considered clerical, within City Hall.

## **ARTICLE II - PRODUCTIVITY**

It is mutually agreed that the City Management and Local 846-E shall work together individually and collectively to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of City Government.

## **ARTICLE III - UNION SECURITY**

- 3.1 The Employer recognizes the right of employees to affiliate with and support Local 846-E and agrees to remain neutral when communicating with employees about Union membership and direct employees to discuss Union membership with a Union staff representative.
- 3.2 The Employer shall honor the terms and conditions of each Authorization for Payroll Deduction and Representation for current members and those new employees who choose to join the Union. The Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms and conditions of the payroll authorization executed by the Employee. An authorization for union membership and/or dues or other payroll deduction is valid whether executed electronically or in writing. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgements brought or issued which may arise from the Employer making a good faith effort to administer this section.

- 3.3 Payment of Union dues shall be by payroll deduction and the aggregate amount rendered to the Washington State Council of County and City Employees, P.O. Box 750 Everett, WA 98206-0750. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes hours worked and monthly base wage and dues deducted. Additionally, the employer agrees to provide the Union a current list of all bargaining unit members that includes: Employee name, home address, personal phone, personal email, birth date, hire date in current bargaining unit. The Employer further agrees to provide the Union an updated bargaining unit list in the event of staffing changes.
- 3.4 The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

- 4.1 The Union expressly waives the right to bargain with respect to the topics set forth below during the term of this collective bargaining agreement.

The Union further expressly waives its right to bargain on any matters not expressly set forth in the language of this Agreement during the term of this Agreement and agrees that the Employer can, from time to time; administer working conditions as the Employer determines best. Employer matters which the Union expressly waives its right to bargain on during the term of this Agreement include but are not limited to the following:

- (A) The right to establish work rules and procedures, from time to time, subject to those rules and procedures not being conflict with specific provisions of this collective bargaining agreement.
- (B) The right to schedule, from time to time, work and overtime work and the methods and processes by which said work is to be performed as deemed necessary by the Employer providing the exercise of such rights does not conflict with a specific provision of this collective bargaining agreement.
- (C) The right to hire, transfer, suspend, discharge, layoff, recall, promote or discipline employees as deemed necessary by the Employer providing such action is not in conflict with a specific provision of this collective bargaining agreement.

- (D) The Employer shall have the right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - (E) The Employer shall have the right to determine what duties shall be performed by employees, and employees shall perform incidental duties for which they are qualified to perform connected with operations when requested by their immediate supervisor.
  - (F) The Employer shall have the right to take action as the Employer deems necessary to carry out Employer services in an emergency. The term emergency is inclusive of, but not limited to, life-threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action that could result in loss of life or property damage.
  - (G) The Employer shall retain the right to modify job assignments, job locations, relocate and/or reorganize operations, shops and facilities.
  - (H) The Employer shall have the right to establish or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules and measure performance standards.
- 4.2 Past Practices. The Employer may change, alter or terminate past practices subject to the Employer providing the Union thirty (30) calendar days written notice of proposed change during which time the Employer, if the Union so requests, will meet with the Union to negotiate its decision to change past practice and the effects thereof. The Employer will negotiate in "good faith" with the Union and give the Union all pertinent information. After taking all the input provided by the Union the Employer will make the final decision. In event of any emergency, as defined herein, the Employer has the right to change past practices giving as much notice as is practicable under the circumstances and an opportunity to negotiate the matter with the Union, all of which shall occur within adequate time to permit the City to respond to the emergency.

#### **ARTICLE V - CONTRACTING OUT**

- 5.1 The Employer shall have the right to contract out or subcontract work, which has previously or historically been contracted out or subcontracted.

- 5.2 The Employer shall not have the right to contract out or subcontract work, not previously contracted out which would adversely affect the normal hours of work (not overtime nor call-back nor any other types of premium pay or work hours) of current bargaining unit employees. Prior to the Employer implementing the contracting out or subcontracting, the Employer will provide ninety (90) calendar days written notice of its position (which will include all documentation of costs to keep the work in house, and the costs to contract work out, effects on personnel plus other relevant facts) to the Union and provide an opportunity within that sixty (60) day time period to have meetings to negotiate the Employer's position and its effects. If the parties are unable to mutually agree on the position and effects if the contracting out or subcontracting during this time period and the Employer determines it is still necessary to contract out or subcontract work then the Employer is free to implement the contracting out.
- 5.3 The notice and discussion provisions of this Article regarding the Employer's position to contract out or subcontract work and its effects shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of an emergency as defined in this Agreement.

#### **ARTICLE VI - DEFINITIONS**

As used herein, the following terms are defined as follows:

- (A) "EMPLOYER" means the City of Ephrata.
- (B) "UNION" means Local 846-E, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO.
- (C) "EMPLOYEE" means all reference to "employee" in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to include male and female employees.
- (D) "TEMPORARY EMPLOYEES" are employees who work up to five (5) consecutive calendar months in a calendar year. Temporary employees are not entitled to any contractual benefits.
- (E) "PART-TIME EMPLOYEES" are employees who work less than eight (8) hours a day and/or forty (40) hours a week on a regular basis. Currently there are no part-time employees but if there were, the City would contact the Union.
- (F) "PROBATIONARY PERIOD" means a trial period of employment following appointment to, or re-employment in City service and continuing for six (6) months.
- (G) "TRIAL SERVICE PERIOD" means a six (6) months' trial period of a regular employee beginning with the effective date of the promotion, transfer or demotion.
- (H) "TRANSFER" means the change of an employee who has gained regular status in a position with no break in service from one to another budgeted position having the same salary.

- (I) "REGULAR EMPLOYEE" means an employee who has successfully completed six (6) months' probationary period and has had no break in service.

**ARTICLE VII - HOLIDAYS**

7.1 Holidays: The following shall be recognized as paid holidays for regular and part-time employees. Paid holidays shall mean that any employee who performs no work on the holiday shall receive his/her normal salary for such day. Employees required to work on a recognized holiday shall receive in addition to his/her normal salary, one and one-half \* (1.5) the normal rate or double\*\* (2x) time. Comp time may be given in lieu of overtime payment if the employee opts to accept comp time.

<b>Holidays</b>	
**New Year's Day	** Thanksgiving Day
** Memorial Day	*Day After Thanksgiving
** Independence Day	**Christmas Day
**Labor Day	*Five (5) Floating Holidays
** Veterans Day	

When any day observed as a holiday by the City falls on a Sunday, the following Monday will be observed as a regular holiday.

When any of the above recognized holidays falls on a Saturday, the holiday will be observed on the preceding Friday.

7.2 Floating Holidays: The floating holiday shall be taken at the employee's discretion, with at least one (1) weeks' notice to the supervisor. One (1) week shall mean at least five (5) working days.

**ARTICLE VIII — VACATION**

8.1 Vacation Plan: Vacation and annual leave shall be considered to be the same and shall be paid by the City at the employee's normal rate of pay. Vacation shall accrue according to the following schedule on a monthly basis:

Years of Service	Hourly Monthly Accrual Rate	Yearly Total Amount Hours
0 through 5	12	144
Commencing 6 through 15	16	192
Commencing 16 through 19	18.64	224
Commencing 20 through 24	19.33	232
Commencing 25 plus	24	288

- 8.2 An employee must be employed six (6) months before he/she is able to utilize earned vacation. or Cash-out of accrued vacation upon separation of service will be allowed after one (1) year of service.
- 8.3 Workload requirements and continuity of City service shall be compelling factors in scheduling vacations. All eligible employees must use at least ten (10) vacation days per year. No more than thirty-five (35) days (280 hours) accrued vacation can be carried over from calendar year to calendar year. Any excess days over thirty-five (35) (280 hours), the employee shall have the option of moving any combination of hours into sick leave and/or being paid up to a maximum of 15days (120 hours) of leave.
- 8.4 Upon separation of service for any reason, eligible employees are entitled to cash-out all accrued vacation up to a maximum of thirty-five (35) days (280 hours).
- 8.5 Holiday During Vacation Leave: Should an employee be on authorized vacation when a holiday occurs, such a holiday shall not be charged against vacation leave.

#### **ARTICLE IX - SICK LEAVE**

- 9.1 Sick leave is earned by an employee of the City of Ephrata at the rate of one (1) working day (8 hours) for each month of completed service with accumulation being unlimited. After the first three (3) days (24 hours) sick leave, a written verification may be requested by the Employer.
- 9.2 Sick leave may be taken for any of the following reasons:
- (A) To care for themselves or a family member for the following reasons: mental or physical illness, injury or health condition; to accommodate the employees need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
  - (B) The employee's place of business or their child's school or place of care has been closed by order of a public health official for any health-related reason.
  - (C) An employee who qualifies for leave under Chapter 49.76 RCW- The Domestic Violence Act.



(D) "Immediate family" shall include: a child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a parent including: a biological, adoptive, de facto, or foster parent, step parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse, registered domestic partner, siblings, grandchild and grandparents. It does not include: aunt, uncle, cousin, niece or nephew, unless living in the employee's household.

- 9.3 Employees may only use the actual number of days sick leave accumulated.
- 9.4 Any employees who for any reason must take sick leave shall, as soon as possible, notify his immediate supervisor. Notification in any case shall not exceed twenty-four (24) hours.
- 9.5 Sick leave is charged in units of hours; part of any hour shall be charged in units of hours. Part day sick leave shall commence at time the employee leaves work area and shall end at the time the employee returns to work area.
- 9.6 At the employee's option, annual leave may be used as sick leave.
- 9.7 For a period of absence from work due to injury or occupational disease resulting from City employment, the employee shall file an application for Industrial Insurance Compensation in accordance with State Law.
- 9.8 If the employee has accumulated sick leave credit, the City shall pay the difference between his time loss compensation and his full regular salary unless the employee elects not to use his/her sick leave.
- 9.9 Should any employee receive Workmen's Compensation for time loss and he also receives sick leave compensation, his sick leave accrual will be reduced by the total number of hours he was on sick leave minus the number of hours at his/her hourly rate for which he/she is paid from a Workmen's Compensation fund, to the nearest half day.
- 9.10 Until eligibility for Workmen's Compensation is determined by the Department of Labor and Industries, the City may pay full sick leave, provided that the employee shall return any subsequent over-payment to the City.
- 9.11 Should any employee apply for time loss compensation and the claim is then or after denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

- 9.12 Reimbursement of Unused Sick Leave: Unused accumulated sick leave will be paid upon death, retirement, voluntary termination or a reduction in force on the following basis: After an employee reaches a threshold of two hundred (200) hours of unused accumulated sick leave, compensation for accumulated sick leave above and including the threshold shall be paid at fifty percent (50%) of total unused accumulated sick leave hours at their current rate of pay. Maximum compensation shall not exceed four hundred eighty (480) hours.

### **ARTICLE X - BEREAVEMENT LEAVE**

- 10.1 In the event of a death in the immediate family of an employee, such employee shall be granted not more than five (5) days absence with pay to assist with funeral arrangements and services.
- 10.2 The words "immediate family" shall be determined as follows: Spouse and children of employee; mother, father, brother, sister of employee; mother, father, brother, sister, of employee's spouse; grandparents of each employee's husband and/or wife.
- 10.3 Additional time, not to exceed three (3) consecutive days, may be granted when such death occurs beyond a five hundred (500) mile distance.
- 10.4 All death leaves shall be by notification and arrangement between employee and his department head.

### **ARTICLE XI - OTHER LEAVES**

- 11.1 Leave of Absence Without Pay: Leaves of absence up to six (6) months shall be granted by the City for a serious illness or accident for regular employees after he/she has exhausted his/her sick leave and vacation leave.
- 11.2 Military Service. Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.

This section shall be in compliance and in accord with any State or Federal law regarding the subject.

- 11.3 Jury Duty: City employees as citizens shall be encouraged to serve on jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay from the City. Employees called during the day shall report immediately by phone to their immediate supervisor for instructions as to whether to report for work during the remainder of the work day.

- 11.4 Educational Leave: Educational leave shall be administered in accordance with personnel policies and regulations established by the City.

## **ARTICLE XII — LAYOFF PROCEDURE**

- 12.1 Bargaining unit seniority shall govern in all layoffs. The Employer may layoff out of seniority upon presentation of evidence that the operating needs of the Employer require a special experience, training, certification or skill. Whenever a junior employee is given preference over a senior employee in a layoff situation, a written statement of the reasons therefore shall be given to the senior employee and the Union.
- 12.2 A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit provided they have the required skills, ability, experience, performance and quality of work to perform in the new position. The employee must inform the City within fifteen (15) calendar days of the receipt of their layoff notice if they wish to exercise their bumping rights, including (a) the positions into which they desire to bump, and (b) their qualifications for that position.
- 12.3 Prior to initiating layoffs the City shall provide notice to the Union stating the name and positions of employees the City proposes to layoff, and the expected layoff date. The City and the Union shall promptly meet and confer regarding the issues raised by the City's notice. Any grievances created by a layoff in accordance with the City's notice, which are not resolved between the Union and City, shall (a) be filed within thirty (30) days of the notice, (b) be expedited by all parties, (c) commence at no lower than Step 3 of the grievance procedure, and (d) determine the proper application of the layoff provisions of this Article.
- 12.4 Employees laid off will be eligible for reinstatement for a period of two (2) years. No new employee shall be hired by the Employer until available employees placed on layoff have been offered re-employment in reverse order of layoff, provided the laid off employees keep the Employer advised of a current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the former employee. The employee shall have ten (10) days of receipt of notice to indicate their acceptance of said re-employment and shall be back on the job within twenty (20) days of acceptance of said offer or forfeit all call back rights.
- 12.5 Seniority for this section will be the most recent date of hire in the bargaining unit.
- 12.6 Seniority shall terminate by discharge from service or by voluntarily leaving the service.

### **ARTICLE XIII - HOURS OF WORK**

- 13.1 **Work Schedules/Shifts:** All employees will have a designated work schedule/shift with an established starting time and quitting time, except work required by emergency conditions. By mutual agreement the employees may work a 4-10 schedule.
- 13.2 **Regular Hours:** The regular hours of work each day shall be eight (8) hours or ten (10) hours when 4-10's are in effect and shall be consecutive except for interruption for lunch periods except work required by emergency conditions.
- 13.3 **Hazardous Conditions:** During situations where a shift change may be warranted due to a current or potentially hazardous conditions, and where advance notice may not be possible, (i.e. a newly forecasted snow event), the following shall apply:
1. The Field Supervisor shall meet with the impacted department to explain the hazardous condition.
  2. The Field Supervisor shall propose a preferred schedule to meet the hazardous condition.
  3. The Field Supervisor and the Department shall discuss and mutually agree to a schedule to meet the hazardous condition.
  4. If no agreement is able to be achieved, the City Administrator (or designee) shall hear from both sides and will make the final decision. However, once the hazardous situation is fully resolved, the City shall meet with the Public Works Union and openly negotiate any impact(s) the Union members feel are warranted. Any disagreement in impact(s) shall begin at "Step 3" of Article XV-Grievance Procedure.
- 13.4 **Work Week:** The work week shall consist of five (5) consecutive days with two (2) days rest (or four (4) consecutive days with three (3) days rest when 4-10's are in effect). The work week will begin Sunday at midnight.
- 13.5 **Rest Period:** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- 13.6 **Travel Time:** Employees shall travel to and from the regularly assigned headquarters on the Employer's time and transportation furnished by the Employer.
- 13.7 **Call Time:** Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1.5). If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call rate of time and one-half (1.5) until his regular shift begins.

- 13.8 Overtime: Time and one-half (1.5) the employee's hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:
- (A) Daily: All work performed in excess of eight (8) hours or ten (10) hours in any work day.
  - (B) Weekly: All work performed in excess of forty (40) hours in any work week.
- 13.9 Compensatory Time: If compensatory time is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1.5) hours compensatory time off for each hour of overtime worked. Maximum accrual shall be eighty (80) hours.
- 13.10 Distribution: Overtime work shall be distributed equally as nearly as possible to employees working within the same job classification. The employee may elect payment of overtime or compensatory time off. If compensatory time off is taken, it shall be scheduled at the convenience of the Employer.
- 13.11 Stand-by Duty: If an employee is formally requested by the City to be on stand-by to be called out outside of the employee's regular working hours, the employee will be paid stand-by duty pay. Stand-by Duty shall be rotated amongst those members of the bargaining unit who have indicated their availability for Stand-by Duty. An employee on stand-by duty shall be compensated at 10% of their base wage per hour during normal work days and 20% of their base wage per hour during scheduled days off and holidays. For this section, holiday compensation shall begin at the end of the normal work day preceding the holiday and end at the beginning of the normally scheduled shift following the holiday. The City will post a schedule at the first of the year, of which weekend or holidays they potentially want someone on stand-by duty.
- "Stand-by" is when an employee is previously directed to be accessible, which may include taking a pager or cell phone home, turned on, and remain ready, able and in the area to respond to call-outs.
- 13.12 No time clock will be used to track employee time. By mutual understanding, the time clock is a valid tool for tracking and accounting for employee hours. The time clock may be reintroduced, after an employee meeting, if management has sufficient reason to believe that abuse of time is taking place. The reintroduction of the time clock will take place with 30 days written notice to the Union, and will include relevant facts to support the reintroduction. Where possible, management will attempt to discipline the individual employee abusing time.

- 13.13 Employees who are assigned to work a funeral on a regular two (2) day weekend, will receive a minimum of five and one-half (5 1/2) hours of overtime at time and one-half (1 1/2) the employee's regular rate of pay. Employees who are assigned to work a funeral on any day of a three (3) day weekend, will receive a minimum of five and one-half (5 1/2) hours at double (2) time the employee's regular rate of pay.
- 13.14 Choice of Work Shifts: The Employer shall have the right to assign employees to work shifts on the basis of need, giving due consideration to employee's preference including length of service whenever practicable.

#### **ARTICLE XIV - DISCIPLINE AND DISCHARGE**

- 14.1 The City may discipline any employee for just cause. If the City has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The City shall have the right to implement the following forms of discipline:
- (A) Oral Reprimand;
  - (B) Written Reprimands;
  - (C) Suspension without pay;
  - (D) Suspension with pay pending investigation;
  - (E) Discharge or termination.

Any disciplinary action or measure imposed upon an employee by the City may be processed as a grievance through the regular grievance procedure. The discipline imposed shall be in relationship to the seriousness of the offense as determined by the City. The City may impose progressive discipline in order of increasing severity from oral reprimand to discharge but shall not be required to follow progressive discipline where the City makes a determination that the circumstances warrant immediate imposition of a more severe form of discipline.

- 14.2 The City may discharge or terminate an employee only for just cause. The City shall make available the specified charges in writing at least one (1) calendar day prior to the effective date of the action, unless subparagraph 14.3 of this article is applicable. The City shall notify the area representative of said discharge or termination for just cause.
- 14.3 When the City determines that circumstances are such that retention of the employee will likely result in disruption of City programs, damage to or loss of City property or be injurious to the City employee, fellow employees or the services provided by the City, the City may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the City not later than one (1) working day after the action became effective.

- 14.4 The City may suspend an employee for just cause as specified in this article. An employee may not be suspended for more than thirty (30) working days.
- 14.5 In cases of suspension, the specified charges and duration, where applicable, shall be made available to the employee in writing by the City not later than one (1) working day after the action became or becomes effective.
- 14.6 Untimely notice of disciplinary action shall not negate the disciplinary action. The employee shall be informed before any disciplinary meeting at which the Employer intends to administer any form of discipline, of his right to Union representation at that meeting.
- 14.7 Employees shall sign "written reprimands" as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. The employee shall be afforded the opportunity to submit a letter of explanation which will be attached to the City's letter of reprimand.
- 14.8 Written reprimands shall remain in the employee's personnel file for a period of no more than two (2) years from the date of his offense. One (1) year following the written reprimand, if the City determines this to be in the best interest of the parties, the City may place in the employee's personnel file a letter of satisfaction; provided, however, said letter of satisfaction shall not negate the City's ability to utilize the written reprimand if another written reprimand occurs within the two (2) year time frame for progressive discipline purposes. If an employee goes the entire two (2) year period without any further written reprimand, the letter of reprimand and the letter of satisfaction shall be removed from the employee's personnel file; provided, however, if the employee has another written reprimand then both written reprimands shall remain in the personnel file for a period of two (2) years from the date of the last offense.
- 14.9 References and written facts involving suspensions without pay and/or discharges shall remain permanently in an employee's personnel file.
- 14.10 At the discretion of the City an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegations misconduct compromises the ability of the employee to perform his/her duties. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 14.11 A grievance remedy regarding discipline will either be agreed on by the parties or be established by the arbitrator consistent with the provisions of this collective bargaining agreement.

- 14.12 Drug Testing Policy 3701-A: The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standard of employee health and safety. Consistent with that commitment, attached to this Agreement, is the Drug Testing Policy for the City of Ephrata which is consistent with the Department of Transportation regulation 49 CFR, Part 40 and Section 382 of the Federal Motor Carrier Safety Regulation. Employee's violating the drug policy may be subject to discipline up to and including termination.

#### **ARTICLE XV - GRIEVANCE PROCEDURE**

- 15.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Grievance or disputes which may arise shall be settled in the following manner:

STEP 1: Within twenty (20) working days from its occurrence or the date on which the employee first became aware of it, the aggrieved shall discuss the complaint with his/her immediate supervisor, with a shop steward present if he/she so desires. It shall be discussed verbally and if settled no further action shall be taken. If not resolved on an informal discussion basis, the grievance shall be reduced to writing and shall be signed by the aggrieved within the twenty (20) working day's time frame. At "Step 1", the grievance is submitted to the immediate supervisor. The immediate supervisor shall investigate the grievance and provide a written answer within five (5) working days from the date of submission.

STEP 2: Provided the grievance is not settled satisfactorily at "Step 1", the grievance shall then be submitted in writing within five (5) working days by the Union to the Public Works Director, who shall submit his/her written answer within five (5) working days.

STEP 3: If the grievance is not settled at "Step 2", it shall be submitted by the Union Representative or his designee to the City Administrator within five (5) working days of the response at "Step 2". The City Administrator shall schedule a meeting with the Union within five (5) working days from the date of submission and respond within five (5) working days of the meeting.



STEP 4: If the grievance is still unsettled, either party may, within fifteen (15) working days after the response of the City Administrator is due, by written notice of the other, request arbitration. The arbitration shall be selected by the City and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Within seven (7) working days of the receipt of the list both the City and the Union shall strike two (2) names from the List. The remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her final decision within thirty (30) days after the conclusion of testimony and argument.

- 15.2 Times frames indicated may be extended by mutual agreement at any step of the grievance procedure.
- 15.3 The arbitrator's expenses and service fee shall be paid by the losing party. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.
- 15.4 Should an employee fail to comply with the prescribed time frames, it is agreed that the grievance is waived. Should the City fail to respond within the time frames, the grievance shall be granted based on the last remedy requested.

**ARTICLE XVI - WAGES**

- 16.1 Appendix A reflects the wage scale for City of Ephrata employees covered by this Agreement.
- 16.2 Premium Pay                      Spray License:  
\$2.00 per hour rate per hour when spraying (chemical preparation shall be included as spray time).
- 16.3 The Union and City recognize that the State of Washington has imposed a payroll tax for the Washington Family Leave Act (WFML) under RCW 49.78. This WFML tax is not controlled by either party. The City agrees to comply with the Applicable State Law. The City will pay for the Employees' portion of this tax.

**ARTICLE XVII - HEALTH AND WELFARE**

The Employer agrees to provide the monthly amount equal to one-hundred (100%) percent of the premium for a medical and group health insurance plan (dental and vision) to employees and dependents through the Teamsters Trust Plan B. The Employer will pay up to four dollars (\$4.00) for term life insurance policy for each employee.

City will deposit one hundred twenty-five dollars (\$125.00) per month into a VEBA account that is set up in the name of each employee.

### **ARTICLE XVIII - OASI**

The Employer agrees to continue to provide OASI employee coverage during the term of this Agreement.

### **ARTICLE XIX - NO STRIKE/NO LOCKOUT**

19.1 The Union and the bargaining unit membership shall not strike, slowdown, stop work, or otherwise interfere with the Employer's operations during the term of this Agreement. The Employer shall not lockout employees during the life of this Agreement.

19.2 After the expiration of the contract, the party's rights are subject to RCW 41.56.120.

### **ARTICLE XX - GENERAL PROVISIONS**

20.1 No Discrimination: The City agrees not to discriminate against any employee on the basis of his activity on behalf of, or membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. Both the City and the Union agree that neither shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, or age.

20.2 Union Business: The Employer agrees that during the life of this Agreement that accredited representatives of the Washington State Council of County and City Employees, whether local or international representatives, shall have full and free access to the premises of the Employer at any time during working hours for the purpose of administering the Agreement, negotiating new contractual items, or investigating problems when such investigations may forestall grievances or disputes. Other matters of mutual concern shall be brought to the labor-management meeting for the purpose of discussing an acceptable method to solve each problem.

- 20.3 Supplemental Agreements: This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.
- 20.4 Labor/Management Meetings: It is mutually agreed that negotiating committee for the Union and the negotiating committee for the City shall conduct labor/management meetings for the purpose of resolving problems that may arise. Meetings shall be conducted upon the request of either party.
- 20.5 Each employee will receive a clothing allowance in their March paycheck of each year of this agreement in the amount of \$300 per year for the purchase of equipment.

#### **ARTICLE XXI - SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

Remainder of page intentionally blank.

**ARTICLE XXII - TERM OF AGREEMENT**

This Agreement shall become effective on the 1st day of January 2020 and shall continue in full force and effect through the 31st day of December, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of August, 2019.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

Mark Ballinger, President, Local 846-E

\_\_\_\_\_

Wes Crago, City Administrator

\_\_\_\_\_

Tom Cash, Staff Representative, WSCCCE

<b>Position</b>	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
WWTF Manager	5972	6151	6336	6526	6721
Manager	5646	5816	5990	6170	6355
Superintendent	5502	5667	5837	6012	6193
Foreman	5298	5457	5621	5790	5963
Utility Worker II-	4774	4917	5065	5217	5373
Utility Worker I	4684	4825	4970	5119	5272

Employees progress from Utility 1 to Utility 2 after completion of 3 years at Utility 1.

### **LONGEVITY**

- A.1 Longevity: In recognition of long-term service of employees to the City of Ephrata, the Employer shall pay, in addition to regular wages, longevity pay as follows: Commencing at the beginning of the sixth (6<sup>th</sup>) year of service, \$18.00 per month per year of service, not to exceed \$600.00 per month.