

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CITY OF KENNEWICK**

**and**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

**January 1, 2022 – December 31, 2024**

**2022-2024  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF KENNEWICK and  
LOCAL UNION NO. 280  
INTERNATIONAL UNION OF OPERATING ENGINEERS**

THIS AGREEMENT is made and entered into by and between the CITY OF KENNEWICK, WASHINGTON, serving the Water, Wastewater, Equipment Rental, Parks, Facilities, Streets, Storm Water, and Traffic Divisions, hereinafter called the "City," and LOCAL #280 of the INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter called the "Union."

WITNESSETH: The City and the Union recognize that harmonious relations should be maintained between them and with the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods. Since it is unlawful to strike against the government, we therefore give our unequivocal pledge that the Union will neither initiate, support, nor condone a strike against the City of Kennewick. Provided however, except for emergencies, employees shall not be required to cross a legally sanctioned (as AFL-CIO sanctioned) picket line against another employer, but in such cases, the City may perform the work by contract or by supervisors.

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## **ARTICLE 1 – TERM AND SCOPE OF AGREEMENT**

1.1 This Agreement shall be and hereby does become effective January 1, 2022, and shall remain in full force and effect up to and including December 31, 2024. If either party desires to amend this contract, they shall give written notice of such intentions to the other party no later than June 30, 2024. The proposed changes, which shall constitute the subject of negotiations for amendment, shall accompany such notice of intention to enter into negotiations for amendment. Any changes or modifications mutually agreed to by the parties shall become effective January 1, 2022, or later, if mutually agreed upon by the parties, and shall not be retroactive.

1.2 It is understood and agreed that if, during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then and in that event this Agreement shall be subject to revisions by mutual agreement of the parties hereto, covering the changes in the provisions which conflict.

## **ARTICLE 2 – UNION MEMBERSHIP**

2.1 The City hereby recognizes Local 280 as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time employees employed within the bargaining unit and job classifications listed in this Agreement. The foregoing provisions shall not be construed as denying the City the right to select any new employee. Further, the City shall have the right to select and/or retain any supervisory employee. The foregoing provisions shall not be construed as denying the City the right to select any new employee. Further, the City shall have the right to select and/or retain any supervisory employee. Further, nothing contained in this Section shall be construed to apply to part-time employees or to temporary employees with less than thirty (30) days of continuous employment.

2.2 The City will deduct membership dues and pay to Local #280 from the wages of all employees who, in writing, have authorized the City to do so, and will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. The International Union of Operating Engineers, Local #280, agrees to indemnify and hold the City harmless against any claims, suits, order or judgments brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Union dues.

2.3 The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. Notices or bulletins which the Union intends to have posted will be routed by the Union through the City Manager's Office for approval, which will not be unreasonably withheld. The City shall have no responsibility for the content of material posted on the bulletin board.

## **ARTICLE 3 – CLASSIFICATIONS**

3.1 The classification and wage rates for all full-time employees of the City covered by this Agreement and eligible for Union membership shall be listed in Exhibit “A”, attached hereto. A newly-hired employee shall be considered a probationary employee for a period of twelve (12) calendar months, during which time he/she will acquire no seniority credit. However, upon successfully completing the probationary period, that person shall be considered a regular employee, and he/she shall have his/her seniority established as of his/her date of hire as a probationary full-time employee. New hires shall receive a performance review at the end of six (6) months. Probationary employees receiving satisfactory six-month performance reviews shall be allowed to progress in the salary schedule. Probationary employees, including new hires, are not eligible to bid on any job vacancies, including both promotional and lateral transfer opportunities, as part of an internal recruitment process unless they meet one or more of the following criteria:

- The employee currently holds all required certifications, including a CDL if applicable, for the position for which the employee is applying; or
- The employee is able to obtain all required certifications, including a CDL if applicable, for the position for which the employee is applying within ninety (90) days of appointment; or
- The employee possesses unique qualifications or work experience relevant to the position for which the employee is applying.

Probationary employees who do not meet the above criteria may apply for job vacancies as part of the external recruitment process, and will not lose seniority if selected.

During the first twelve (12) months of probation the City reserves the right to terminate the probationary employee with or without cause. The Union may represent probationary employees during the probationary period, except that newly-hired probationary employees may be discharged at any time without cause and without the right of appeal under the terms of the contract.

When it is found necessary to add new classifications to this Agreement, the City Manager or his/her representative and the Union shall meet to reach an agreement on wages and conditions for said new classifications. Said agreement shall be subject to approval by the City Council. The City reserves the right to determine if and when newly created vacant positions will be filled.

## **ARTICLE 4 – EMPLOYER RIGHTS**

4.1 Subject only to the express limitations stated in this Agreement, or in any other agreement between the employer and the Union, it is agreed that the customary and usual rights, powers, functions, responsibilities and authority of management are vested in management officials of the City, and are not subject to appeal through the grievance procedure unless otherwise expressly provided by the terms of this Agreement. Included in these rights in accordance with applicable laws and regulations and this collective bargaining agreement are:

4.1.1 The right to direct the work force;

4.1.2 The right to hire, promote, retain, transfer, and assign employees in positions;

- 4.1.3 The right to suspend, discharge, demote, or take other disciplinary action against employees;
- 4.1.4 The right to release employees from duties because of lack of work or for other legitimate reasons;
- 4.1.5 The right to maintain efficiency of the City operations by determining the methods, the means, and the personnel by which such operation is conducted;
- 4.1.6 To take whatever actions are necessary in emergencies in order to assure the proper operation of the City; and
- 4.1.7 To control the City budget.

## **ARTICLE 5 – RECOGNITION**

5.1 The City is engaged in public service requiring continuous operating and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local #280, and the Union itself.

5.2 The Union agrees that its members, who are employees of the City, shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time, and manpower; that they shall use their influence and best efforts to protect the City and its interest and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

5.3 The City retains the right to exercise discipline in the interest of good service and the proper conduct of its business, provided that any regular employee (or his/her representative) who has been laid off, disciplined, or discharged shall be advised of the reason or reasons for such action.

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

Consideration will be given for removal of disciplinary material from employees' active personnel files upon written request by the employee to the Human Resources Director. A request may not be made until eighteen (18) months have passed since the date of the issue of the discipline unless otherwise agreed. The Human Resources Director will review the matter with the Department Director and provide the employee with a written response within ten (10) days of receipt of the request for removal.

All "last chance agreements" will be removed from employees' active personnel files and placed in confidential administrative files after thirty-six (36) months, provided there are no further issues during that time frame. This language will apply to existing last chance agreements currently on file. It will be the responsibility of the affected employee to notify the Human Resources Director once thirty-six (36) months have passed.

## **ARTICLE 6 – COMPLAINT, GRIEVANCE, AND ARBITRATION**

### **6.1** Complaint Procedure.

One of the purposes of this Agreement is to provide for the resolution of any employee's complaint properly and equitably. Initiation of a complaint may result from one or more of the following reasons:

- A. If the employee believes he/she has been unfairly treated;
- B. If the employee disagrees with his/her supervisor as to the application of a policy to him/her. Initiation of said complaint shall not subject the employee to discrimination, coercion, restraint, or reprisal as a result of initiating such action. In resolving complaints, the procedure shall be as follows:

Step 1. The employee, together with the Steward if desired by the employee, shall discuss the complaint with his/her supervisor within two (2) working days subsequent to the date of occurrence inasmuch as most problems can be resolved promptly by informal discussion. The supervisor shall verbally rule on the complaint within two (2) working days thereafter. However, in the event the employee is not satisfied with the decision of the supervisor, he/she may initiate Steps 2 and 3 below. Such procedure shall commence within six (6) working days subsequent to the date of occurrence.

Step 2. The employee, together with the Steward and the supervisor, shall orally or in writing submit to the Department Director the facts upon which the complaint is based. The Department Director shall then review the facts. The Department Director shall then notify the employee and the supervisor of his/her decision in writing within five (5) days of the date of receipt of the facts.

Step 3. If the employee is not satisfied with the decision resulting from Step 2, the employee may submit his/her further appeal in writing to the City Manager within two (2) working days from the date of the Department Director's decision. The City Manager, upon receipt of such appeal, shall call a hearing on the issue within ten (10) calendar days of receipt of the written appeal. At such hearing, the employee and his/her representative, the Department Director and his/her representative, if desired, together with the witnesses, if any, shall present the facts of the case to the City Manager or his/her representative. The City Manager shall present his/her decision on the issue in writing to the employee and Department Director within ten (10) calendar days of the date of the hearing. The City Manager's decision shall be final.

### **6.2** Grievance Procedure.

A grievance is defined as: a) A dispute as to the application or interpretation of this Agreement; or b) If the employee believes he/she has been unfairly disciplined, demoted, suspended or terminated. It is the desire of the parties of this contract to adjudicate grievances as quickly and efficiently as possible. To this end, the following procedure shall apply:

Step 1. The employee who has a grievance shall submit it to his/her supervisor within five (5) working days of the event giving rise to the grievance. A working day shall be defined as any day City Hall is open to the public. Failure to do so will constitute a waiver of the grievance. The supervisor shall give his/her oral answer within five (5) working days after such presentation.

Step 2. If a grievance is not settled in Step 1, and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, the employee shall submit the written grievance to the Department Director, the Executive Director of Employee and Community Relations, and the Union Business Representative within five (5) working days after the designated supervisor's answer in Step 1. The written grievance shall be signed by both the employee(s) and the supervisor. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the relief requested. Within five (5) working days, the Department Director or his/her representative shall discuss the grievance with the Union Steward and the employee at a time mutually agreed to by the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager and the Union. If no settlement is reached, the Department Director or his/her representative shall give the Department's written answer to the Union within five (5) working days following their meeting.

Step 3. If the grievance is not settled in Step 2, and the employee desires to appeal, the matter shall be referred by the employee in writing to the City Manager within five (5) working days after the designated Department Director's answer in Step 2. A meeting between the City Manager or his/her representative and the employee and his/her representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager or his/her representative, and the Union. If no settlement is reached, the City Manager or his/her representative shall give the City's written answer to the Union within ten (10) working days following their meeting.

Step 4. A Steward, upon request of the employee, shall be present in cases of disciplinary action except where management may determine a delicate case may exist such as involving a police matter in which an employee may be confronted and suffer unnecessary and personal embarrassment, or in special situations where it is necessary to take immediate disciplinary action and a Steward is not on duty and available. An employee may not be disciplined by a supervisor or manager of another division unless the employee is assigned to, or is temporarily working in, that division.

### 6.3 Arbitration.

6.3.1 All disputes raised by the employee against the City involving the application of the specific provisions of the Agreement and not settled by means of the grievance procedure may be disposed of by arbitration in a manner and form hereafter provided. If not settled, the grievance may be referred to arbitration within seven (7) working days after the receipt of the City Manager's answer in Step 3 of the grievance procedure.

The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Public Employment Relations Commission to submit a panel of at least five (5) arbitrators. Either party may reject one (1) entire panel at any time during the selection process. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall make the first strike from the list of arbitrators. The second party shall then strike a second name, the first party a third name, the second party a fourth name, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a time and place for an arbitration hearing, subject to the availability of the City and the Union representatives. All arbitration hearings shall be held in Kennewick, Washington (unless the parties mutually agree otherwise).

6.3.2 The arbitrator shall render his/her decision based on the interpretation and application of the provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement.

The arbitrator shall only consider and make a decision with respect to the specific issue submitted to him/her. The arbitrator shall have no authority to make a decision on any other issue not submitted.

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. In any grievance in which there is a dispute as to whether the matter may be arbitrated or not, the arbitrator shall first rule on this issue. The arbitrator shall have no authority to make or impose a decision which is inconsistent with state or federal law. The arbitrator shall have no power or authority to award punitive damages. No decision of the arbitrator in one case shall create a basis for retroactive adjustment in another case where the facts and circumstances are different. The arbitrator shall have the power and authority to hear only grievances that are timely-filed in accordance with time limits specified by this Article or mutually extended by the parties. The arbitrator may not entertain arguments of continuous grievance as justification for not filing a timely grievance. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be final and binding upon the parties to the grievance, provided the decision does not involve action by the arbitrator which is beyond his/her jurisdiction.

6.3.3 The fees and expenses of the arbitrator shall be borne equally by the Union and the City. Each party will be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. Time involved with preparing and presenting the case shall not be considered as hours worked and will not be reimbursed by the employer.

6.4 If a complaint or grievance is not presented within the time limits set forth above, it shall be considered waived. If there is no appeal to the next step within the specified time limit, or any agreed extension thereof, the matter shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union or the employee involved in each step. A working day shall be defined as any day City Hall is open to the public.

6.5 Management Grievance/Arbitration. In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation or improper application of this Agreement by any employee or the Union. Such grievance may be appealed to arbitration at the option of the City.

6.6 The Union may file a grievance for violation of or improper application of this Agreement by the City.

## **ARTICLE 7 – HOURS OF WORK**

***Section 7.1 applies to employees hired before August 21, 2012; Section 7.2 applies to employees hired August 21, 2012 or later; all other Section in this Article apply to all employees regardless of position or date of hire.***

7.1 Hours of Work for employees hired before August 21, 2012:

- A. The work week for full-time employees shall be four (4) consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts. Forty (40) hours shall constitute the standard work week. The scheduled work shift shall be not less than eight (8) and not more than ten (10) consecutive hours, excluding a thirty (30) minute unpaid meal period. For employees required to remain in a duty status during lunch, a twenty (20) minute paid meal shall be provided. A work day means a twenty-four (24) hour period commencing with the employee's scheduled work shift. The Department Director, subject to the approval of the City Manager, shall establish appropriate work shifts specifying starting and ending times, lunch period and scheduled days of rest. Each employee shall be allowed a ten (10) minute cleanup time at the end of his/her shift, and not more than a ten (10) minute break, both prior to and after the normal meal period, to be scheduled by the supervisor. As far as it is practicable, the work day shall conform with established hours of other divisions. This conformity shall not interfere with the special time schedules governing divisions operating more than eight (8) hours in each calendar day.

The normal hours of work shall be established as those eight (8) hour shifts falling between 7:00 a.m. and 4:30 p.m. whenever practicable, with the City reserving the right to change hours in accordance with Section 7.2 of this Article to meet its service delivery needs, which then shall be the normal work day. The normal work week shall be Monday through Friday inclusive.

- B. The City may make adjustments to each division's shift starting time when excessive heat affects productivity, efficiency, and/or safety of a work crew. Employees of the department requesting relief of heat stress may petition their respective supervisor for consideration during the month(s) of June, July, and August. Consideration of such requests shall not be unreasonably denied.
- C. The City will provide a twenty-four (24) hour notice for a change of shift. A shift change is defined as modifying an employee's scheduled work day for one or more consecutive days.
- D. The City shall pay a differential of one dollar (\$1.00) per hour for all hours worked between 6:00 p.m. and 6:00 a.m., Monday through Friday, and for all hours worked on Saturday and Sunday. Employees required to work outside their scheduled shift on a temporary scheduled shift due to emergency weather conditions shall receive a shift differential of \$1.00 per hour for all hours worked between 6:00 p.m. and 6:00 a.m., and for all hours worked on a Saturday and Sunday. When employees work in a temporary scheduled shift, their starting and ending times will be changed to coincide with that shift. Shift differential shall not be paid for overtime or premium rate hours as detailed in Article 8.

7.2 Hours of Work for employees hired after August 21, 2012. For purposes of this section, the following definitions shall apply:

- A. **Work Week:** The normal work week commences at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday, except where an 8-9s schedule is utilized. The work week for full-time employees shall consist of either four (4) ten (10) hour shifts, five (5) eight (8) hours shifts, or eight (8) nine (9) hour shifts with one eight (8) hour shift every other week. An additional alternative compressed work schedule may include four (4) nine (9) hour shifts and one (1) four (4) hour shift during the work week. Forty (40) hours shall constitute the standard number of hours worked in each work week. For full-time employees working a shift other than 5-8s, 4-10s, or 8-9s, the work week will be set so that employees are scheduled to work no more than 40 hours in a work week. Days of rest in an employee's work schedule shall be consecutive. In the event an 8-9s schedule is utilized, the work week shall commence at 11:01 a.m. on the employee's eight-hour work day and end seven days later at 11:00 a.m.
- B. **Work Shift:** The hours worked each day by the employee, usually in blocks of 8 or 10 hours, excluding the lunch period. The work shift includes starting and ending times and scheduled periods of rest. The scheduled work shift shall be not less than eight (8) and not more than ten (10) hours, excluding a 30-minute unpaid meal period. For employees required to remain in a duty status during lunch, a twenty (20) minute paid meal shall be provided.
- C. **Work Day:** A work day means a twenty-four (24) hour period commencing with the employee's scheduled work shift.
- D. **Shift Change:** Modifying an employee's work starting time and ending time on one or more days or modifying the days on which an employee is required to report to work. The City will provide twenty-four (24) hours advanced notice of a change of shift.

- E. Existing Employees: Employees hired before August 21, 2012 may request a compressed work schedule as provided under subsection A above. The division manager or designee is vested with the exclusive authority to authorize a compressed work schedule, and the decision to authorize a compressed work schedule shall be based on the business needs of the City. In the event a compressed work schedule becomes unsuitable to the business needs of the City, the City may revert back to the normal shift schedule upon giving 30 (thirty) days notice to the affected employee(s).
- F. Compressed Schedule – Holiday Pay/Leave/Overtime: For employees on a compressed work schedule of either 4-10s or 8-9s, the following shall apply:
1. Holidays – Holiday weeks may be scheduled in one of two ways, at the discretion of the division manager or designee:
    - a. Revert to 8-hour work days where holiday pay will be made in accordance with the collective bargaining agreement; or
    - b. Maintain the alternative compressed work schedule. When a holiday occurs on one of the employee's regularly scheduled work days, the employee will be credited with eight (8) hours of holiday pay. Hours in excess of eight (8) during the holiday shall be charged to PTO or compensation time if available. Water plant operators working ten (10) hour shifts will be compensated at 10 hours for holiday pay if they are required by the City to work that schedule. Additional hours of work may be scheduled during the period, unless annual leave is requested and approved. When an employee's regularly scheduled day off is a Monday and a holiday falls on that day, the employee will be permitted to take off the following day. When an employee's regularly scheduled day off is a Friday and the holiday falls on that day, the employee will be permitted to take the preceding day off.
  2. Leave Time – Time off during an employee's compressed alternative work schedule is charged to the appropriate leave category. Leave will be recognized in accordance with scheduled work hours (e.g., 9 hour work day = 9 hours of leave).
  3. Overtime – Overtime may be ordered and approved subject to the overtime conditions found in this Agreement. Overtime for compressed work schedules is defined as that work or duty time in excess of nine (9) hours in a 9-hour day and eight (8) hours in an 8-hour day for those employees on an 8-9s schedule, or work or duty time in excess of 10 hours in a 10-hour day for those employees on a 4-10s schedule. An employee may request compensatory time off in lieu of overtime pay as provided under this Agreement.
  4. Mandatory Schedule Changes – When an employee on a compressed work schedule is required to travel, participate in a training course, or serve at a location where the hours of work are different than the employee's schedule, the division manager or designee will make individual adjustments in the work hours on a case-by-case basis to ensure that the appropriate number of hours are included in the employee's work

schedule period (40 hours in one week for employees on 4-10s, 80 hours in two weeks for employees on 8-9s). Where necessary, the supervisor may change an employee's schedule to standard 8-hour days or a 40-hour week during critical work assignments requiring this adjustment to correct work problems resulting from the compressed work schedule. Except in the event of an emergency or unforeseen circumstance, employees will be notified one week in advance when a change to the work schedule is required to satisfy operational priorities.

7.3 The City and Union will continue to work together regarding use of the Benton County Department of Corrections work crew(s). The intent is to use work crews for low-skilled labor only. Work crews are allowed to use hand tools, weed-wackers, blowers, and push mowers at the discretion and direction of the City's crewleader. City staff will maintain areas such as Columbia Center Boulevard and 10th Avenue, while work crews maintain areas such as the Tri-City Coliseum, fire stations, plants, and other small areas. The City may add work crews for low-skilled labor only so long as it does not result in the displacement of current employees. The Toyota Center may contract out mowing at its discretion if it does not want to utilize the work crew for such work.

7.4 Employees shall travel from job site to job site on City time and shall report at shop headquarters at which they are regularly employed, although they may be assigned to work within any division covered by this Agreement. Employees shall have a meal period at the nearest location where sanitary facilities are available. During the inclement weather, as determined by the supervisor, such breaks may be permitted at the shop.

7.5 Alternate Work Schedule.

- A. Employees in the Water division (including Water Treatment Plant operators and Water Distribution crews) and Wastewater division (including Wastewater Treatment Plant operators and Wastewater Collection crews) of the Public Works department, irrespective of their dates of hire, will work year-round alternate work schedules.
- B. Employees in the Streets & Storm Water divisions of the Public Works department, irrespective of their dates of hire, will work alternate work schedules between March 1 and October 31 each year. Employees in these divisions will revert to standard work schedules between November 1 and February 28 (or 29) each year. The standard work schedule means Monday through Friday from 7:00 a.m. to 3:30 p.m.
- C. Employees in identified divisions will work the "nine-eighty" alternate schedule identified in Section 2-24-080(2)(b)(ii) of the Kennewick Administrative Code. Specifically, they will work 80 hours in any two-week period over the course of nine working days. In one work week, employees will work four nine-hour days (from 6:30 a.m. to 4:00 p.m.) and one eight-hour day (from 6:30 a.m. to 3:00 p.m.). In the subsequent work week, employees will work four nine-hour days (from 6:30 a.m. to 4:00 p.m.) and have one weekday off work. Employees will split their weekdays off between Mondays and Fridays off in order to minimize the number of employees off on any given day while still providing a three-day weekend every other week.

- D. For the purpose of defining the work week under the Fair Labor and Standards Act (FLSA), employees working alternate schedules will have their work week will begin at the mid-point of their eight-hour shift/weekday off and will end at the same time seven days later. For example, an employee working 6:30 a.m. to 4:00 p.m. with Friday as his or her flex day will have his or her work week start each Friday at 11:00 a.m.
- E. The City maintains the right to make individual adjustments in employees' work hours to correct problems resulting from this alternate schedule (for example, during travel/training or critical work assignments) or in the event of an emergency or unforeseen circumstance as described in Article 7.2(F)(4) of the collective bargaining agreement.

#### 7.6 Meal and Break Periods.

- A. Meal Periods. Employees will be fully relieved from duty for thirty (30) minutes approximately halfway through their scheduled workday. If employees do not have access to clean washing facilities and/or appropriate eating areas at their worksite, the time spent driving to and from the nearest approved facility will not reduce employees' meal period. Employees will not unreasonably detour away from their worksites or away from their route between their worksites and an approved facility.
- B. Break Periods. Employees will be permitted to take one ten (10) minute break before their meal period and one ten (10) minute break after their meal period. Employees will not unreasonably detour away from their worksites and all time spent away from work will constitute part of employees' work breaks.
- C. Cleanup Time. Employees will be permitted up to ten (10) minutes of cleanup time prior to the end of their work shifts as necessary. Employees who do not require cleanup time will continue to work until the end of their scheduled work shift.

### **ARTICLE 8 – OVERTIME AND PREMIUM RATES**

8.1 As a general rule, the requirements of frequent and considerable scheduled overtime service in any organization unit shall be considered evidence of under-staffing or improper organization, and shall be subject to investigation by the City Manager. Any related decision of the City Manager shall be final. Overtime work shall include only that work performed by the employees at the direction of a Department Director or his/her authorized representative which exceeds standard work scheduled, and may be compensated as follows:

8.1.1 Overtime is all required and authorized work performed in excess of a full-time employee's forty (40) hour weekly and/or daily scheduled work shift. A minimum of one (1) hour of overtime shall be paid for scheduled overtime, exclusive of holdover. Overtime may be scheduled without 24-hour notice (this is not considered a shift change or call-in). Overtime pay shall be at the rate of one and one-half (1-1/2) times the regular salary for:

- A. Hours in excess of the scheduled full time work day;
- B. Hours worked on scheduled days of rest; and
- C. More than one (1) scheduled overtime assignment for an employee within a twenty-four (24) hour period shall be paid at a minimum of one (1) hour of double time.

8.1.2 Call-in. An employee called back to work when not scheduled shall be paid for the time so worked but shall be guaranteed a minimum of two (2) hours of double time pay. If the call-in time or a shift change with less than twenty-four (24) hour notice precedes and carries into a scheduled shift, the employee shall terminate the work day upon completion of his/her shift or a maximum of twelve (12) hours based on safety concerns unless agreed upon by the crewleader and supervisor. Time worked during the scheduled shift shall be paid at the straight time rate of pay. The double time call-in rate shall be paid for:

- A. Call-in; and
- B. Less than twenty-four (24) hour notice of a shift change.

8.1.3 For overtime work on a holiday, an employee shall be compensated at the rate of two (2) times the regular rate of pay for all hours actually worked. In addition, the employee shall receive eight (8) hours of holiday pay at the straight time rate as provided in Article 17.

8.2 For the purpose of overtime pay for employees hired prior to August 21, 2012, the work week shall begin Monday at 12:00 a.m. (midnight) and run through the following Sunday at 11:59 p.m.; and the work day for employees shall start at the time he/she reports to work and shall end twenty-four (24) hours later. For employees hired after August 21, 2012, the work week and work day for purposes of overtime shall be as defined in Section 7.2 of this Agreement.

8.2.1 An employee who is required to report to work and does so report, but who is not put to work, shall receive two (2) hours of pay at the straight time rate.

8.3 All employees assigned to work a shift other than their regular work hours will be permitted to work eight (8) straight hours with a twenty (20) minute lunch period, carrying their lunch and eating on the job whenever possible.

8.4 The City agrees to post on the department bulletin board a record of employees' overtime, sick leave, and PTO. Overtime shall be equalized as best as possible on a divisional basis.

8.5 The City agrees to reimburse an employee twelve dollars (\$12.00) for dinner actually taken, irrespective of the amount of the receipt, by an employee who works an additional two (2) hours which are an extension of his/her scheduled and worked full-time work day. An additional meal will be provided for every four (4) continuous hours worked beyond the initial two (2) hour extension mentioned herein. This provision shall not apply to scheduled overtime or where notice of a shift change is made pursuant to Article 7. The City will pay twelve dollars (\$12.00) for meals actually taken during the extension and for which a dated receipt has been provided to the supervisor in their next scheduled and/or feasible paycheck. In order to be eligible for reimbursement, the meal must be purchased within four (4) hours of the end of the shift.

The City agrees to reimburse for a meal in the amount of twelve dollars \$12.00 to an employee who is called-in and works at least four (4) continuous hours. This section shall not apply where notice of shift change is made pursuant to Article 7 of this Agreement.

8.6 In lieu of pay for overtime hours actually worked, as defined in Section 8.1 of this Article, an employee may request compensatory time off ("comp time").

Compensatory time off in lieu of pay for overtime shall be subject to the following conditions:

- A. An employee must declare their option at the completion of the overtime work period whether he/she wants overtime pay or comp time for the hours worked.
- B. Comp time will be provided at the rate earned, as specified in Section 8.1 of this Article. (For example, eight (8) hours worked at time and one-half (1/2) will count as twelve (12) hours of comp time; or two (2) hours worked at double time will count as four (4) hours of comp time.)
- C. An employee may accumulate a maximum of eighty (80) hours of comp time on the books at any one time (all hours in excess will be paid).
- D. Compensatory time off may be taken at a time mutually agreeable between the employee and his/her supervisor.
- E. The City reserves the right to pay off the accumulated compensatory time of any employee, at any time, at the employee's then prevailing rate.
- F. An employee must use all comp time prior to quitting unless terminated for cause by the employer.
- G. An employee may elect to cash out up to forty (40) hours of accrued unused comp time one time per year. Any employee desiring to cash out up to forty (40) hours of accrued unused comp time must notify payroll of his/her intent, in writing, by October 20th each year. The written notification will indicate the number of hours the employee wishes to cash out. The City will cash out up to forty (40) hours of accrued but unused comp time on or before the second payday in November.

8.7 Overtime and Extended Work Shifts. Employees' work shifts will ordinarily be limited to twelve (12) consecutive hours, including overtime, but may be extended to fifteen (15) consecutive hours with approval of both the supervisor and the affected employee. In the event of an emergency, employees' work shifts may be extended beyond 15 consecutive hours with approval of both the Department Director and affected employees. Employees who do not complete their regularly scheduled work shifts based on the limitations described above will have the option to make up for any unworked regular work hours using paid time off. The City will not reduce earned overtime hours to offset any unworked regular work hours.

## 8.8 On Call Program.

- A. Covered Divisions. This agreement will apply to employees in 1) the Water Treatment Plant, 2) the Water Distribution Division, 3) the Wastewater Treatment Plant, 4) the Wastewater Collection Division and 5) the Streets and Storm Water Divisions.
- B. On-Call Status. One employee in each division will carry a designated on-call cellular telephone at all times when the division is not staffed. Employees may not carry phones for more than one division at a time. On-call assignments will be made in one-week intervals on an equal rotational basis in reverse order of Union seniority. However, employees are free to trade or give/take on-call assignments with other qualified employees provided the affected employees notify management in writing and provided any trades or changes do not result in a lack of coverage or in increased costs to the City.

1. If any conflict arises and an employee is unavailable to work an on-call assignment, the affected employee is expected to work with his or her co-workers to resolve the conflict. If the affected employee cannot voluntarily resolve the conflict, he or she must contact the crewleader who will resolve the conflict. If the crewleader cannot resolve the conflict, he or she must contact the supervisor who will resolve the conflict. If the employee is dissatisfied with the supervisor's decision, he or she may utilize the Complaint procedure identified in Section 6.1. The City Manager's decision is final.

Employees who are not fully trained and/or certified to operate the plants will be ineligible to be placed in on-call status for those divisions. This includes the ACT Specialist, Sr. ACT Specialist, Pre-Treatment Specialist and Infrastructure Specialist positions. New employees will be ineligible to be placed in on-call status for the duration of their probation, but may be eligible to take on-call assignments with supervisor pre-approval once they have demonstrated appropriate qualifications.

On-call hours are considered work hours consistent with the Kennewick Administrative Code concerning Alcoholic Beverages, Drugs and Other Intoxicants (KAC 2-32-110), and the consumption, use, sale, transfer, or being under the influence of alcoholic beverages, illegal drugs or other intoxicants during on-call hours is prohibited. Employees in on-call status are expected to remain available for service at all times.

- C. Responses after an alert is first sent, employees will have a maximum of fifteen (15) minutes to acknowledge the alarm and/or make contact with the affected citizen, if applicable. After an alert is first sent, employees will have a maximum of forty-five (45) minutes to arrive on scene, if necessary. Employees who fail to respond as agreed herein may be subject to progressive discipline, if appropriate.

One City vehicle per division will be made available for on-call employees. Employees are not required to use City vehicles, but the response times will remain the same whether the employee uses a City vehicle or a personal vehicle. Employees who use City vehicles will be subject to the Kennewick Administrative Code governing the use of City vehicles (KAC 2-05-045, KAC 2-05-047 and KAC 2-05-050). Employees who elect to use personal vehicles will not receive mileage or fuel reimbursements.

- D. Compensation. The City will compensate employees at the rate of three dollars (\$3.00) per hour for all hours the employee remains in on-call status. Employees will not receive on-call compensation while working scheduled weekend work or scheduled overtime.

When the on-call employee is called into service, the employee will cease to receive on-call status pay and will instead receive regular overtime pay (one and one half times regular base pay) with a two-hour minimum, regardless of hours actually worked. The employee will resume receiving on-call pay when work ceases. When any employee not in on-call status is called in for additional support, the compensation rates in the collective bargaining agreement will apply (see Section 8.1.2).

1. Double time exceptions:

- When the on-call employee requires the assistance of one or more additional employees who would earn double time consistent with Section 8.1.2, the on-call employee will also begin to earn double time upon the arrival of the additional employee(s) and will continue to earn double time for all hours worked alongside the additional employee(s). The on-call employee will remain entitled to a two-hour minimum at regular overtime pay but will not be entitled to a two-hour minimum at the double time rate.
- When the on-call employee is called into service on an actual holiday as defined in the CBA, the employee will receive overtime pay at the double time rate with a two-hour minimum, regardless of hours actually worked.
- When the on-call employee is called into service for a different division that has not adopted an on-call policy, the employee will receive overtime pay at the double time rate with a two-hour minimum, regardless of hours actually worked.

The parties recognize that some calls may be resolved remotely without the need to respond on site. Time spent performing remote work will be tracked in the aggregate and reported on a monthly basis. When the aggregate monthly time spent is 7 minutes 30 seconds or less, the time will be considered *de minimus* and will not be compensated at the overtime rate. However, when the aggregate monthly time spent is 7 minutes 30 seconds or more, the employee will be compensated for the actual time worked at the receive regular overtime pay (one and one half times regular base pay) for hours actually worked.

## **ARTICLE 9 – PAYDAY**

**9.1** The City will pay employees on a bi-monthly basis. If any payday falls on a holiday, the principle that the preceding day becomes a payday shall be followed. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

9.2 The City may, as determined by the Finance Department, institute a bi-weekly payroll.

9.3 In the event that a weekend and/or a holiday near the end of a pay period cause payroll to have a very short period of time to produce pay checks, the deadline for submitting timesheets may be moved a few days. If the employee works overtime between the time s/he is required to submit a timesheet and the end of the pay period, the overtime will be added to the paycheck for the following pay period.

9.4 Overtime pay will be included in the paycheck for the period in which it is earned, except in circumstances described in Section 9.2 above.

## **ARTICLE 10 – SAFETY & CLOTHING**

10.1 A Field Risk Management Committee, reporting to the City Manager, shall be established, which will have an equal number of bargaining unit employees and employees representing management. The Chairman of this Committee shall be selected from the members of the Committee. The purpose of this Committee shall be to review and make recommendations to update safety policies and procedures, with approval of the employer, regarding all employees covered by this Agreement. The Committee shall meet monthly to review safety problems brought to their attention either by management or the employees which may affect the safe and competent operations within the City. The Committee may make recommendations with regard to improving safety conditions and eliminating safety problems and hazards.

10.2 The City agrees to train certain personnel in the methods of industrial first aid as required by the General Safety and Health Standards (WAC 296.24.060) of the State of Washington. Employees required to attend industrial first aid training courses, on their own time, will be compensated for actual training time at one and one-half (1-1/2) times their regular hourly rate of pay.

10.3 The City agrees to allow employees involved in the handling of oil and other foreign substances the use of any available coveralls for such work.

10.4 The City agrees to provide all Operating Engineers with a uniform allowance in an amount not to exceed four hundred (\$400.00) for the purpose of purchasing City-approved uniforms, which may be used toward the purchase of an optional safety coat in lieu of the normal coat, and may use it to be reimbursed for the purchase of required safety footwear. Receipts may be turned in for reimbursement in February and September consistent with the existing practice for jeans reimbursement unless directed as part of City-authorized work, uniforms shall not be worn in any environment from which minors under the age of 21 are prohibited, regardless of whether the City or the employee purchased the uniform. Alcohol shall not be consumed while wearing a City uniform. All employees are expected and required to report to work on a daily basis wearing the uniform provided by the City of Kennewick. Uniforms should be clean and neat in appearance, and shall bear the City logo and the name of the employee on the front. No outerwear shall be allowed except approved safety clothing or outerwear provided by the clothing allowance. The logo and name of the employee shall be visible to the general public unless the employee is in an approved uniform garment that cannot be imprinted with the name and/or logo. Clothing will be replaced

annually on a fair wear-and-tear basis as determined by the City. Employees are responsible for knowing and understanding the terms of the clothing provisions of this Agreement, and must abide by them as a condition of employment. Any employee who is out of compliance with the clothing provisions of this Agreement, other than through a City-requested emergency response, shall be sent home without pay to make the appropriate changes to the uniform.

### 10.5 Uniform Standards:

#### A. Standard Clothing List:

- Uniform pants – dark blue
- Blue jeans
- Blue work shirts with City logo and employee's first or last name
- Uniform shorts – dark blue in non-safety sensitive areas as approved by supervisor
- Dark blue T-shirts with City logo and employee name
- Grey (fleeced) T-shirts with City logo and employee name
- Safety orange T-shirts with City logo and employee name
- Employees may purchase at their own expense dark blue sweatshirts with City logo and employee name (logo and name must be put on by City-designated screen printer to ensure consistency)
- Parka with City logo and employee name – dark blue and/or class III safety
- Hooded dark blue sweatshirts with City logo and employee name
- Raingear – yellow
- Insulated jacket in dark blue and/or class III flight jacket with City logo and employee
- Insulated bib overalls in dark blue cover
- Insulated vests in navy dark blue color with City logo and employee name
- Required safety footwear as identified in the Kennewick Administrative Code.

B. An employee listing shall be made available for tracking dollar amount spent/available.

C. Divisional or departmental logos are not appropriate. Clothing must have the City of Kennewick logo.

D. Jeans will be purchased by the employees who wish to wear them, and receipts shall be turned in to the employee's supervisor for reimbursement. A maximum of six (6) pairs of jeans can be ordered annually. Jean receipts may be turned in for reimbursement two (2) times annually: February and September. An invoice shall be entered for all reimbursements; the original receipt shall be sent to Accounts Payable and shall include the following: employee name, quantity, item purchased, total amount.

E. A clothing price list shall be maintained by Purchasing which will include current pricing and vendor(s) for the standard clothing items. Orders for clothing may be submitted to Purchasing two (2) times annually: February and September. Reimbursement shall occur within 30 days. Exceptions include new hires and replacements for damaged and/or contaminated clothing. Orders shall be placed using a requisition and shall include the following information: employee name, quantity, style/catalog number, sizing, and current price.

- F. Manufacturing error returns shall be made within five (5) working days of receipt of the clothing by the employee.
- G. Hats: Employees wishing to wear hats shall wear only City-issued hats. These hats shall be stocked in the central warehouse and bear the City logo. Hats shall be available to employees at no cost. An initial complement of not more than four (4) hats will be issued to all employees who wear hats, and worn hats will be replaced on an as-needed basis. Employees will be allowed to display a pin of the American Flag on the hat.

10.6 Clothing for New Hires: New employees will receive the first half of their initial uniform allotment upon hire, and will receive the second half of their initial uniform allotment after six months provided they receive a satisfactory six-month performance evaluation. New employees who do not receive a satisfactory six-month performance evaluation will receive the second half of their uniform allotment upon successful completion of their probationary period.

Safety clothing and T-shirts are in addition to the uniform complement of clothing and may be substituted for like items, but not in addition to the initial one-half and full complements.

- A. The first half of the new hire uniform complement shall consist of 3 work shirts, 3 pairs of pants, 1 insulated bib overalls, 1 detachable hood, 1 lightweight jacket, 1 jacket liner, 1 polar coat, and 1 hooded sweatshirt.
- B. A full new hire uniform complement shall consist of 6 work shirts, 6 pairs of pants, 2 insulated bib coveralls, 2 lightweight jackets with liner, 1 set of raingear, 1 insulated vest, 1 polar coat, and 1 hooded sweatshirt.

10.7 The City will provide employees with one safety vest and one pair of safety coveralls for night and/or right-of-way work on an as-needed basis at the supervisor's discretion. The City will exchange worn-out safety vests and safety coveralls on an as-needed basis.

## **ARTICLE 11 – RELIEF FROM DUTY**

11.1 Employees relieved from duty because of lack of work or other related reasons, as determined by the City, during the first half of a standard shift shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, the employee shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action.

11.2 Article 11 shall not apply where Article 8 of this Agreement is involved, or in the case of a bona fide emergency.

## **ARTICLE 12 – TEMPORARY UPGRADE: TEMPORARY ASSIGNMENT**

12.1 For purposes of this Agreement, a temporary upgrade is defined as an appointment to an upgraded position lasting five (5) days, or forty (40) hours, or less. There is no expectation that the same employee will remain in upgrade status for the duration of a temporary upgrade. A

temporary assignment is distinguished from a temporary upgrade in that its duration is more than 5 days or 40 hours. The same employee will remain in upgrade status for the duration of the appointment when appointed to a temporary assignment.

12.2 An employee covered by this Agreement becomes eligible for upgrade opportunities after he/she has time-in-grade (completed probationary period). Upon the initial upgrade to a higher classification covered by this Agreement, the employee shall receive at least the prevailing starting rate of pay for the higher classification for the duration of the upgrade, but not less than his/her current rate of pay. After twelve (12) months from the date of the initial upgrade, and every subsequent twelve (12) month period thereafter, the employee appointed to a temporary upgrade or temporary assignment shall be compensated at the next step in the upgraded band. A separate 12-month timeframe shall apply for each separate upgrade position. Nothing in this section shall be construed as denying the City the right to advance employees to the job rate before employees have completed a full 12-month period receiving upgrades in the higher classification. It is understood that employees covered by this collective bargaining agreement temporarily acting in a non-bargaining unit capacity are covered by the terms of this entire Agreement.

12.3 Crewleader Upgrade. Qualified employees of the bargaining unit will be upgraded to the higher crewleader positions when:

- A. The regular lead is absent from work or duty two (2) or more consecutive hours during the regular work hours and days, and the absence meets the qualification for upgrade as described in paragraph B below. During such periods of upgrade, the employee may be called upon to make upper level decisions associated with his/her division. In the event that an employee is upgraded after the two-hour window, pay for purposes of upgrade will include the first two hours the regular crewleader was absent from duty. The upgrade will continue until the regular crewleader returns to his/her regular crewleader duties.
- B. Crewleaders attending mandatory safety or other related mandatory training will not be interrupted during periods of such training. Training that is not of a safety sensitive nature, including regular safety meetings, will not necessarily cause upgrades of other bargaining unit personnel unless authorized by management.
- C. Only qualified employees having five (5) or more years of seniority with the City will be considered for upgrades to crewleader, although the City reserves the right to use less senior employees when there is no qualified individual with such seniority available.
- D. Upgrade pay for employees upgraded to crewleader will be determined according to Section 12.2 above.

## **ARTICLE 13 – MEDICAL LEAVE**

13.1 Upon application of a probationary or regular employee, a medical leave of absence without pay may be granted by the appointing authority for the entire period of disability because of sickness or injury for a maximum of one year. In order to qualify for medical leave without pay, an employee must first use all of his/her accrued PTO. Such leave need not be limited to one (1) year, but the appointing authority from time to time may require that the employee submit a certificate from the attending physician or a designated physician. For a new hire probationary employee, such time granted will be added to the probationary period. (For special probationary employees, see Article 23.)

## **ARTICLE 14 – SICK LEAVE**

14.1 Grandfathered Sick Leave. Effective January 1, 2017, each employee will have his or her accumulated and unused sick leave (up to 1,152 hours) placed in an inactive sick leave bank. Employees may use their sick leave bank for scheduled preventative health and dental appointments and for eligible unscheduled absences due to illness or injury instead of PTO until the inactive sick leave bank is depleted. The sick leave bank shall not accumulate any additional hours of sick leave.

### 14.2 Grandfathered Sick Leave Cash Out.

- A. Employees hired prior to March 17, 1987: Upon separation from employment, except for just cause or resignation in lieu of termination, each employee will receive twenty-five percent (25%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave; however, if an employee retires in good standing, is laid off for lack of work or budget considerations or is deceased, the employee will receive fifty percent (50%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave. The provisions of this Article shall be limited to payout on a maximum accrual of eight hundred thirty-two (832) hours of sick leave for each employee.
- B. Employees hired between March 18, 1987 and March 2, 1999: Upon separation from employment, except for just cause or resignation in lieu of termination, each employee will receive twenty-five percent (25%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave subject to the following conditions:
  - The employee must have been a full-time employee of the City for at least five (5) years to receive any cash-out;
  - The payout shall be based on a maximum accrual of eight hundred thirty-two (832) hours; and
  - The maximum value of such conversion shall not exceed \$3,000.00.
- C. Employees hired after March 2, 1999 shall not be eligible for sick leave cash-out at termination.

## **ARTICLE 15 – MEDICAL, LIFE & DENTAL INSURANCE**

15.1 Employees will have an option to choose between the Asuris HealthFirst \$250 deductible plan or the Kaiser HMO plan for health insurance coverage. Employees will contribute an amount equal to 10% of the cost of their selected plans (single, married or married with dependents) toward their health insurance premiums. Employee contributions toward their health insurance premiums will be deducted from employee paychecks each pay period on a pre-tax basis (both FICA and FIT) unless an employee specifically opts to have them made on a post-tax basis. Employees who decline health insurance benefits for themselves or their families because they have alternate insurance coverage will be eligible for a financial incentive under the same terms and conditions as non-contract employees.

15.2 The City shall provide life insurance for employees and dependents and shall pay the entire premium for this coverage.

15.3 The City shall provide dental insurance through the carrier of its choice for the duration of this Agreement.

15.4 The parties agree that the Association of Washington Cities Trust controls the plan design. The parties agree that changes to the plan may occur occasionally.

15.5 The City will provide an employee assistance plan (EAP) which the City can unilaterally modify, discontinue, or change providers at any time.

15.6 The City shall pay the full premium of a long-term disability (LTD) insurance program.

15.7 Union members agree to actively participate in the City's Wellness Program.

## **ARTICLE 16 – ACCIDENT LEAVE**

16.1 In the case of a disability which is covered by State Industrial Insurance or Workman's Compensation for the City of Kennewick, the City will pay to such disabled employee an occupational disability allowance equal to his/her regular straight time wages for the period of time in which the employee has sick leave benefits, or in lieu of sick leave the employee may elect to receive State Workman's Compensation at the time he/she has exhausted his/her sick leave benefits.

## **ARTICLE 17 – HOLIDAYS**

17.1 The following, and such other days as the City Council by ordinance may fix, are official paid holidays for all regular employees of the City who are covered by this Agreement:

1. New Year's Day – January 1
2. Martin Luther King's Birthday – Third Monday in January
3. Washington's Birthday – Third Monday in February
4. Memorial Day – Last Monday of May

5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Veteran's Day – November 11
8. Thanksgiving Day – Fourth Thursday in November
9. The day after Thanksgiving Day
10. Christmas Day – December 25
11. One floating holiday in lieu of Lincoln's birthday accrued on February 12.  
Employees must be in a paid status on February 12 in order to accrue this floating holiday.
12. One floating holiday to be selected by the employee in cooperation with the employer.

When any of these holidays fall on a Saturday, the Friday immediately preceding such holiday shall be observed as a holiday. When any of these holidays fall on a Sunday, the Monday immediately following shall be observed as a holiday.

17.2 Holidays observed during an employee's PTO shall not be counted as PTO taken.

17.3 The floating holiday identified as number 12 in Section 17.1 shall accrue on February 1. Employees in a paid status between January 1 and June 30 shall receive 8 hours of floating holiday. Employees hired after June 30 shall not receive the floating holiday in that year. However, such employees shall be entitled to a floating holiday as mandated by state law, in successive years, provided service is not broken.

Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as provided in RCW 49.12.265, RCW 49.12.295.

17.4 When the City mandates a 10-hour shift, then during the week the mandated ten-hour shift is in effect in which there is also a scheduled holiday (exclusive of floating holidays), the employee shall receive ten (10) hours for each said holiday that may fall within that week. The City may reschedule the shift during the week of the holiday(s) to a standard eight (8) hour per day shift, in which case the employee shall only be entitled to eight (8) hours of holiday pay for each scheduled holiday during that week. Should the City elect to shift to an eight (8)-hour daily shift during the holiday week, the employee(s) may request to remain on the 10-hour shift during that week. If approved by the City, the employee(s) shall then be paid 8 hours holiday pay for each holiday in the week, and will also be required to claim two (2) hours of either accrued PTO, compensatory time, or unpaid leave on each holiday to make up the total 10 hours off for each holiday. Where the employees voluntarily accept ten (10)hour work days (including other alternative shifts such as 8-9s), and when approved by the City, the employees shall be paid eight (8) hours of holiday pay for each holiday, and will also be required to use two (2) hours of accrued PTO or compensatory time to make up the difference. The City may elect to shift back to an eight (8)-hour work day during the holiday week if it determines doing so is in the best interest of the City.

**ARTICLE 18 – PAID TIME OFF**

**18.1** PTO Accrual Rate. Full-time employees will accrue PTO hours as follows:

<u>Years of Service</u>	<u>Accrual Rate (per month)</u>
Start of year 1 through 5 years	12 hours
Start of year 6 through 9 years	15 hours
Start of year 10 through 14 years	17 hours
Start of year 15 through 19 years	19 hours
Start of year 20 through 24 years	21 hours
Start of year 25 through 29 years	23 hours
More than 30 years of service	25 hours

Employees will not accrue any PTO hours during periods of leave without pay.

**18.2** Annual PTO Carryover and Cashout Limit. Employees have an annual PTO carryover limit of six hundred and forty (640) hours. For the purpose of this annual carryover, the City defines the year as April 1 through March 31. Employees will lose any PTO hours in excess of six hundred and forty (640) hours at the end of the March 31 pay period every year.

Upon separation from employment, employees will be compensated for accumulated and unused PTO hours as follows:

0 through 9 years	300 hours
10 through 19 years	400 hours
20 through 29 years	500 hours
30+ years of service	600 hours

Accumulated and unused PTO hours will be compensated at the employee's straight time base rate of pay.

**18.3** Authorized Uses. PTO hours are either Scheduled or Unscheduled.

- A. Scheduled. Scheduled use occurs when an employee requests and obtains crewleader or supervisor approval to use PTO hours. Requests for scheduled PTO must be submitted at least two (2) weeks in advance. However, depending on the workload of the unit, the crewleader or supervisor may waive all or part of the two (2) week advance notice requirement. Once scheduled PTO has been approved, it may not be changed except for reasons authorized by the Department Director or Manager.

Procedure. PTO will be scheduled by the Department Director at times when they will constitute minimum conflicts with work schedules. PTO will be scheduled by seniority and classification through March 31 of each calendar year. Any request for PTO after March 31 will be on a first-come, first-served basis. Reasonable consideration will be given to allowing full-time employees summer vacations.

B. **Unscheduled.** Unscheduled use occurs when an employee is unable to request and obtain crewleader or supervisor approval to use PTO hours. Unscheduled uses of PTO must be compelling and of an emergency and/or urgent nature. Preventative health and dental appointments are not considered acceptable unscheduled uses and time off must be requested and approved in advance in accordance with the provisions for scheduled uses above. An employee who is unable to report to work due to an unscheduled absence must contact their crewleader or supervisor in accordance with department/division policy, or absent such a policy, within 30 minutes of the beginning of their scheduled work shift.

1. Examples of unscheduled uses of PTO:

- i. **Personal Sick.** Unscheduled PTO is available for employees who need to take leave for non-work related personal illness or injury.
- ii. **Work Related Illness or Injury.** While not intended for work-related injuries, employees may elect to use scheduled PTO or grandfathered sick leave to cover the first three days of absence due to an industrial injury. Such use is not permitted when income benefits are available for this time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay.
- iii. **Family Sick.** Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child (includes step, adopted, natural or adult child) or grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural), guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.

2. **Documentation.** If absence due to illness or injury extends beyond three (3) working days' duration, or if a pattern or unscheduled absenteeism due to illness or injury exists, the employee may be required, at the option of the Department Director, to submit a medical certification signed by a physician stating the nature of the illness or injury; that the employee has been incapacitated from work for the period of the absence; and that the employee is once again physically able to perform his or her duties.

3. **Medical Evaluation.** The City may require a medical evaluation or nursing visit if the City deems it so desirable. The expense of such medical examination or nursing visit shall be paid by the City.

C. Employees will only be compensated for utilizing leave which meets one of the above definitions. Absences not meeting one of the above definitions will be considered unexcused absences and may result in disciplinary action.

18.4 Attendance Standards. The City of Kennewick expects regular attendance from all employees. Excessive unscheduled absenteeism affects performance both of the individual and the broader organization in many ways: lack of availability for customers and clients; lost productivity; missed deadlines or deliverables; impact on other employees' deliverables, productivity or morale; added payroll and overtime costs.

- A. 2% Guideline. Based on national statistics, the City considers unscheduled absenteeism exceeding two percent (2%) of scheduled shifts (or hours) over a rolling annual period (approximately 40 hours for a full time employee) to be outside the normal range. Accordingly, unscheduled absenteeism above two percent ( 2%) may lead to coaching and/or discipline. This guideline applies to scheduled overtime as well as regular shifts.
- B. Unscheduled absenteeism will be monitored against the two percent (2%) guideline for all employees. An employee's job may be jeopardized by frequent or prolonged absences from work. Employees are expected to discuss with their crewleader or supervisor any circumstance that will affect their ongoing attendance. In some cases, this may suggest the need for adjusted work hours, change in pay status, part-time status, or leave of absence.
- C. Failing to report to work or reporting late without notifying a crewleader or supervisor within 30 minutes of the beginning of their scheduled work shift may result in discipline regardless of whether the absences exceed two percent.
- D. Relation to PTO. The availability of PTO for an absence does not mean that the absence will not be considered toward excessive absenteeism. An employee may receive compensation for using PTO which could also subject the employee to counseling or discipline for excessive absences.
- E. Protected Leave. Protected leaves includes leave authorized by federal or state law, including the Family & Medical Leave Act (FMLA), Washington Family Care Act (WFCA) and other applicable pregnancy leave and military leave statutes. An employee may not be subject to discipline for exercising his or her right to protected leave. Therefore, any protected leave for which the employee has provided appropriate notice and documentation will not count toward the two percent (2%) guideline defined above.
- F. FMLA. In the case of a serious injury or illness, employees will make application for leave under the FMLA no later than fifteen (15) work days in the case of a personal illness or injury and no later than five (5) work days in the case of an immediate family member's illness or injury. The first fifteen (15) or five (5) days, respectively, may be excluded from the amount of leave authorized by the FMLA at the employee's discretion. When an employee is absent due to an immediate family member's illness or injury, the employee will report back to work as promptly as possible.

18.5 Bereavement Leave. Employees will receive three days of bereavement leave with pay for a death in the immediate family. For the purpose of this policy, immediate family includes:

- Spouse or domestic partner;
- Children, including adopted children, step children, and children-in-law;
- Parents, including adoptive parents, step parents, parents-in-law, and legal guardians;
- Grandparents, including parents of step parents and adoptive parents; and
- Siblings, including step siblings and siblings-in-law.

Employees may request to use accrued paid time off if they need additional time away from work, or if they need time away from work related to a non-covered individual.

## **ARTICLE 19 – JURY DUTY**

19.1 Employees under this Agreement who lose work because of absence on jury duty will be paid the difference between the regular straight time earnings which would otherwise have been received and their reimbursement as jurors, exclusive of mileage reimbursement, up to a maximum of eight (8) hours for each day. Provided, however, an employee may elect to fulfill such a call or subpoena on accrued PTO and retain the full amount received for such services. The employee shall report promptly to work if he/she is excused from jury duty or witness service during the work day.

## **ARTICLE 20 – FORCE REDUCTIONS AND REHIRE**

20.1 Employees laid off due to force reduction will retain their established seniority for two (2) years. Seniority shall be considered broken if an employee is offered re-employment within two (2) years of layoff and he/she refuses the same.

The City shall notify, by certified mail to the employee's last known address, the employees on laid off status of any bargaining unit job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position within fourteen (14) calendar days of receipt of the City's notice, regardless of who signed for the certified notice, and report to work within fourteen (14) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

20.2 An employee who is laid off pursuant to this Article may elect to cash out accumulated and unused grandfathered sick leave pursuant to Section 14.2, or may allow the accumulation to remain on the records in anticipation of being recalled. If sick leave is cashed out accordingly and the employee is later recalled, the employee shall have no accumulated grandfathered bank of sick leave. However, if the employee is not recalled within two (2) years of layoff, the City shall cash out accumulated and unused sick leave in accordance with Section 14.2 at the hourly rates in effect at the time of layoff.

20.3 If an employee has cashed out accumulated and unused grandfathered sick leave pursuant to this Article and is later recalled, the employee may later only cash out accumulated and unused grandfathered sick leave in excess of what had previously been cashed out.

20.4 Employees who have been laid off, who wish to return to work, shall keep the City advised of their current address.

20.5 Laid off employees rehired within two years of layoff shall have their previous service credit for time worked carried forward for purposes of determining seniority and PTO accrual rates.

## **ARTICLE 21 TRANSFERS**

21.1 When an employee is transferred to any position in which he/she has no previous experience, he/she shall be given a reasonable break-in period with an experienced person in the position.

## **ARTICLE 22 – LEAVE OF ABSENCE**

22.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the position agreed to in the leave approval at the time the leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

22.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employee(s) advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in such case, shall return to the jobs they left. Employees who are granted leave of absence shall not lose their established seniority.

22.3 Unless absent due to a work-related injury, employees will not continue to accumulate seniority during periods of unpaid leaves of absence.

## **ARTICLE 23 – SENIORITY**

23.1 Employees shall have their seniority determined by their total length of continuous full-time service within the bargaining unit. In the case where two (2) or more employees start work on the same date, the date of application for employment shall establish the position on the seniority list.

23.2 Any regular employee who transfers or is promoted becomes a special probationary employee upon the date of the transfer or promotion. An employee who transfers to another position shall serve a three (3) month probationary period; an employee who is promoted shall serve a six (6) month probationary period. This special probationary period may be adjusted upward to properly allow for any authorized leaves of absence or other approved breaks in service.

If the special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the prescribed special probationary period, the City may retain the employee at his/her present position, or at its discretion, return the employee to his/her former position classification, without any loss in seniority. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status. The special probationary employee may voluntarily move back to his/her former position within the applicable probationary period. This request must be made in writing and approved by the City and Union before the employee is permitted to return. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status.

23.3 All qualified regular full-time and part-time City employees may apply for job openings within the divisions covered by this Agreement (this does not include seasonal or temporary personnel).

The application process for all upgrade positions, except those in a divisional lead role, including but not limited to Crewleader and Sr. Signal Electrician, shall be as follows:

- An evaluation of the employee's job application. The application must be fully completed and must demonstrate the employee's knowledge, skills and abilities, as well as the employee's ability to meet the minimum qualifications as set forth in the job description for the position for which the employee is applying. This portion shall be worth 25 points.
- A combination of tests, written and/or demonstrative, relevant to the position for which the employee is applying. The employee must obtain a score of 70% or greater on each component. At least one union representative will be present to observe any demonstrative test in order to ensure consistency. This portion will be worth 45 points.
- An oral interview. The employee must obtain a consensus score of 70% or greater based upon a standardized set of questions, including individualized follow-up. At least one union representative will be included on the interview panel. This portion will be worth 30 points.
- A review of the employee's personnel file. The employee's personnel file must demonstrate a satisfactory work history. Poor performance evaluations and/or formal discipline issued within 24 months of application may disqualify an employee. However, an employee will be entitled to address such issues with the hiring manager and/or Human Resources Director prior to disqualification. This portion will be worth 20 points.
- Seniority points. The employee will receive one (1) seniority point for each consecutive year of service to the City (total months divided by twelve).

Following City selection of a candidate for promotion, disqualified employee(s) may question the candidate selection before the Union Stewards organization within ten (10) days of the selection. The Union Stewards will determine the merit of the complaint and whether a sufficient basis exists to register a formal grievance with the City. Such issues shall be subject to the grievance and arbitration procedures as outlined in Article 6 of this Agreement.

23.4 The City will post bid jobs prior to probable openings. Employees shall have an opportunity to apply, and the selection process will commence based on Section 23.3 of this Agreement. The posting shall identify the initial location and initial shift of the assignment.

23.5 In the event an employee covered under this Agreement is promoted into a supervisory position not covered by this Agreement, he/she shall continue to earn seniority in the classification from which he was promoted. In the event the employee is later demoted to a lower classification and/or position, his/her latest earned seniority shall be compared with the employee(s) currently occupying the classification and/or position to determine who shall fill such position.

23.6 Actual job performance, skills, abilities, training, and experience shall be considered in any decision to determine upgrades on a temporary basis. If the qualifications of bargaining unit employees are relatively equal, seniority within the bargaining unit shall govern.

## **ARTICLE 24 – JOB-REQUIRED LICENSES AND CERTIFICATIONS**

24.1 Employees will obtain initial job-required licenses and certifications on the employees' time and at the employees' expense except that the City will permit employees to take first-time certification tests during work hours. Employees who do not successfully pass on the first attempt will use paid time off to take any necessary re-tests during regular working hours. Employees required to obtain a commercial driver's license (CDL) will be permitted to use appropriate City vehicles provided they first obtain a CDL learner's permit.

24.2 Employees who fail to obtain job-required certification by the deadline established in the job offer letter but within the following sixty (60) days will have the duration of their current salary step extended by six months. Employees who fail to obtain job-required certification more than sixty (60) days after the deadline established in the job offer letter will be separated from employment.

24.3 Employees will maintain job-required or other approved certification, including any required continued education, during working hours and at the City's expense. This includes the costs of CDL medical exams and costs of licensing exceeding the costs of non-commercial driver's licenses.

24.4 Employees who earn job-related certifications and subsequently transfer to another division within the bargaining unit will be permitted to maintain certification, including any required continued education, during work hours and at the City's expense.

24.5 City of Kennewick employees who possess a CDL agree to be bound by all state and federal laws and regulations that govern acquisition, maintenance, and disqualification of a commercial driver's license, including but not limited to RCW 46.25.090 as contained in Kennewick Administrative Code (KAC) 2-200-050.

24.6 The City and the Union will both make good faith efforts to explore alternate possibilities for individuals unable to maintain a CDL due to medical exclusions. Each case will be evaluated based on the position, needs of the City, and the affect movement may create on other employees. The Union and City shall both agree to any proposed change due to an employee's inability to maintain a CDL.

24.7 Effective January 1, 2017, employees may use the tuition reimbursement program to seek reimbursement of CDL driving school tuition expenses relating to obtaining or upgrading a CDL as a condition of employment. Employees are eligible to receive a lifetime total of seven-hundred and fifty dollars (\$750.00) toward tuition reimbursement during the course of their employment with the City.

### **ARTICLE 25 – AFFIRMATIVE ACTION**

25.1 The City of Kennewick's Affirmative Action Plan shall be made, in its entirety, a part of this Agreement by reference. The Union and the City will cooperate to ensure that its goals and objectives are met in as much as possible and practical.

### **ARTICLE 26 – ENTIRE AGREEMENT CLAUSE**

26.1 This Agreement, as expressed in writing, constitutes the entire Agreement between the parties, and no oral statements shall add to or supersede any of its provisions.

26.2 The parties acknowledge that each has had unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining, and the results of the exercise of that right are set forth in this Agreement.

### **ARTICLE 27 – SAVINGS CLAUSE**

27.1 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a state statute, federal statute, or any court of competent jurisdiction, such decision shall apply only to the specified Article, Section, or portion thereof directly specified in the decision, and all other provisions shall remain in full force and effect.

### **ARTICLE 28 – DRUGFREE WORKPLACE**

28.1 The Union and City understand the importance of maintaining a drug and alcohol free workplace. Employees under this collective bargaining agreement shall comply with the City's Drugfree Workplace Policy as revised 6/1/98, and those DOT-covered employees possessing and utilizing CDLs for City business will be subject to random and reasonable suspicion drug testing in accordance with the City's Drug and Alcohol Testing Policy.

DATED AT KENNEWICK, WASHINGTON this 10th day of December, 2021.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 280

DocuSigned by:  
*Dean Bushey*  
7E6248B4B694410...  
BUSINESS MANAGER

DocuSigned by:  
*Cory Stratton*  
ADA0A79AC14E4E4...  
BUSINESS REPRESENTATIVE

CITY OF KENNEWICK,  
WASHINGTON

DocuSigned by:  
*Don Britain*  
A6508C2DDCC3449...  
MAYOR

DocuSigned by:  
*Marie E. Mosley*  
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CITY MANAGER

DocuSigned by:  
*Terri L. Wright*  
Z60A337A10E61E7...  
ATTEST: CITY CLERK

## **EXHIBIT "A"**

January 1, 2022 – The City will implement the attached salary schedule (Exhibit A) with no additional increase to base wages.

January 1, 2023 – The City will increase base wages by 100% of CPI-U, All-Cities (July-July), with a minimum of 2.5% and maximum of 4%.

January 1, 2024 – The City will increase base wages by 100% of CPI-U, All-Cities (July-July), with a minimum of 2.5% and maximum of 4%.

Grounds M&CCs employed prior to January 1, 2022 who were required to obtain a CDL as a condition of employment and who continue to maintain a CDL will receive an additional \$0.44/hour in pay for the duration of their employment as Parks M&CCs.

An employee promoted to a position in a higher range shall be advanced to the first step in that range which provides a wage increase.

The City will authorize specialty pay in the amount of \$1.00 per hour for hours spent by employees actively engaged in waste pond work. This applies to time spent by employees in the boats in the City's lagoon or HRTs.