

**2023**

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY OF CLARKSTON**

**And the**

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES,**

**Local 1476-C**

**OF THE**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**EFFECTIVE January 1, 2023**

**THROUGH December 31, 2023**

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## **PREAMBLE**

THIS AGREEMENT is made pursuant to the provisions of the Collective Bargaining Act by and between the City of Clarkston, hereinafter referred to as the "Employer," and American Federation of State, County and Municipal Employees, and the Washington State Council of County and City Employees, Council 2, Local 1476-C, hereinafter referred to as the "Union."

## **ARTICLE 1 - GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours, and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its employees, to encourage economy of operation, elimination of waste, protection of City property, and safety of employee; and to that end the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect for the purpose of establishing and enhancing a mutually beneficial working relationship between the parties.
- 1.2 In cases where this Agreement is in conflict with Civil Service Rules and Regulation, the provisions of the Civil Service Rules shall govern those affected employees. In all other cases this Agreement shall apply.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time regular employees of the City of Clarkston working in those classifications listed in Appendix "A" and Appendix "B".

## **ARTICLE 3 - UNION SECURITY**

- 3.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied. See Article 4; The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.



- 3.2 The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

#### **New Employee Orientation**

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.

#### **Electronic Authorizations are Valid**

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

### **ARTICLE 4 - DUES**

- 4.1 The Employer agrees to deduct, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be remitted together with an itemized statement, to the Washington State Council of County and City Employees, P. O. Box 750, Everett, Washington, 98206-0750, after such deductions are made.
- 4.2 If an employee terminates his/her employment on or before the 15th day of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.
- 4.3 The Union agrees to indemnify, defend and hold harmless the Employer from any liability resulting from any claims arising out of this dues deduction system.



## ARTICLE 5 - DISCRIMINATION

- 5.1 The Employer and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union.
- 5.2 The parties agree not to discriminate against any employee for any reason protected under State and/or Federal law.
- 5.3 While grievances relating to this Discrimination Article may be filed and processed, should a grievance also utilize an appeal through the State Human Rights Commission, E.E.O.C., or any other State or Federal tribunal, then in that event, any grievance settlement or award shall be mitigated (reduced in kind and amount) by the relief provided by any outside agency.

## ARTICLE 6-DEFINITIONS

- 6.1 **Regular Full-time Employee:** An employee hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of six (6) months as defined in Section .4.
- 6.2 **Regular Part-time Employee:** An employee who regularly works less than forty (40) hours per week, but not less than twenty (20) hours per week.
- 6.3 **Temporary/Seasonal Employee:** An employee hired to work in a regular position for overload, seasonal, or special projects, not to exceed nine hundred and sixty (960) hours in a twelve (12) month period. Temporary employees are not entitled to fringe benefits, described in the Agreement; (i.e., paid holidays, vacations, sick leave, insurance, etc.). Any position of a temporary, seasonal or short-term nature which extends more than six (6) months and less than two thousand eighty (2080) hours, one (1) year, shall be afforded the benefits and pay of fulltime employees. Any such employee who is recalled on a reoccurring or frequent basis from year to year shall be allowed to carry forward all previous time worked with the City.
- 6.4 **Probationary Employee:** An employee hired to fill a regular position of employment as defined in Section .1 or .2 who has completed less than the initial six (6) month period of continuous employment. Any position defined by section .1 or .2 shall be considered employed within the probationary period. During the probationary period the employee shall be on a trial basis, during which period he/she may be separated from employment for any reason without recourse to the grievance or arbitration procedure.

## ARTICLE 7-TRAINING/EDUCATIONAL REIMBURSEMENT

- 7.1 The Employer shall encourage training opportunities for employees in order that services rendered to the City will be more effective. The City shall strive to make available annual on-the-job training for applicable employees to improve job-related skills. Such training shall be

specifically related to job duties performed for the City (examples of which would include changes and upgrades to computer programs, classes regarding utilities, billing, payroll, benefits, etc. Such training shall be subject to budgetary limitations and approval by the Mayor.

- 7.2 The Employer will reimburse employees tuition only for "off duty" classes/courses, in accordance with the following provisions;
- A. The class/course shall be approved by the Employer prior to registration and payment of tuition. Any class/course pre-approved shall be designated as directly related or contributory to the employee's present position or next logical progression.
  - B. The tuition and/or costs shall be prepaid by the employee, who will obtain a written receipt specifying the amount of such costs.
  - C. Upon completion of the class/course the employee must receive a passing "final" grade/score and present written evidence of such to the Employer to qualify for tuition reimbursement.
- 7.3 The Employer will pay the annual membership fee for all work related professional organizations and associations approved by the Employer to which the employee is affiliated with.
- 7.4 The Employer will use its best effort to provide opportunities for employees to receive training. The City agrees to provide the cost of obtaining and retaining City required job-related certifications or licenses, including tuition, books and time with pay if necessary to attend seminars/workshop. The City also agrees to pay for the certification, maintenance and annual renewal fee.
- 7.5 **Commercial Drivers License:** The Employer agrees to pay for maintenance (DOT physicals and CDL renewal fees) for all employees who are required to have a CDL after date of hire.
- 7.6 Employees will on a continuing basis authorize the release to the Employer, all administrative decisions and actions taken under the employee's license.

## ARTICLE 8-MANAGEMENT RIGHTS

- 8.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the City in accordance with the responsibilities and powers of authority.
- 8.2 The City has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.
- 8.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.



- 8.4 Subject to the provisions of this Agreement, the Employer reserves the right to the following matters:
- A. Recruit, assign, transfer, or promote employees
  - B. Determine method, means, and personnel necessary for operations
  - C. Control the budget
  - D. Take whatever actions are necessary in emergencies in order to assure the proper functions of the City
- 8.5 This agreement constitutes the full agreement between the parties. All other matters are exclusively the right of management under the meaning of this Article.
- 8.6 It is understood and agreed by the parties that there shall be no ordinances, codes, and/or resolutions adopted which shall modify or amend specific provision of this contract.

#### **ARTICLE 9 - CONDITIONS AND DURATION OF AGREEMENT**

- 9.1 This Agreement shall be in full force and effect for the period commencing on the 1st day of January 2023, and termination on the 31st day of December, 2023.
- 9.2 If the parties have not reached agreement pursuant to the provisions of the timetable, then either party may request a mediator from the Public Employment Relations Commission.
- 9.3 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect for twelve (12) months or until a new Agreement is consummated; provided, however, either party may give thirty (30) calendar days written notice of termination of this Agreement in the event mediation does not result in a mutually satisfactory resolution of all negotiable issues after the twelve (12) month period as set forth in RCW 41.56.123.
- 9.4 The parties agree that conferences and negotiations between the parties with respect to negotiations for a 2024 Collective Bargaining Agreement shall commence no later than September 1, 2023.

#### **ARTICLE 10 - UNION/EMPLOYER RELATIONS**

- 10.1 All collective bargaining with respect to wages, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.



## **ARTICLE 11 - SEPARABILITY**

- 11.1** Should one party determine that a feature of this Agreement must be severed because of legal ruling, legislative action or comparable action by any agency with appropriate authority, the party making the determination shall notify the other party. Should the party notified disagree as to the severance, then the contract feature in question shall be temporarily suspended in operation; and the two (2) parties shall seek an early, amicable resolution (declaratory judgment or another mutually agreed method). Any grievance filed due to the suspension of that contract feature may be placed on hold pending such mutual method of resolution.

## **ARTICLE 12 - NO STRIKE/NO LOCKOUT**

- 12.1** The Union agrees there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the City during the term of this Agreement as per RCW 41.56.123. Should a strike, slowdown, boycott or other interruption of work occur, the Employer shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union immediately thereafter shall respond to the Employer's request in writing.

Upon receiving notice of strike, slowdown, boycott, or other interruption of work that it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

In the event employees participate in a strike, slowdown, boycott or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action, which may include discharge.

## **ARTICLE 13 - SENIORITY, LAYOFFS, PROMOTIONS, DISCHARGE AND LONGEVITY**

- 13.1** Seniority shall date from first day of continuous employment subject to six (6) month probationary period. Temporary employees are not entitled to seniority. Part-time employees hired in a full-time position will be given credit for such service with the City.
- 13.2** The word "seniority" as used in this Agreement means and is construed to mean:
- 13.2.1** The employee's ability and qualifications (Licensing; certifications) to perform the work required.
  - 13.2.2** The employee's total length of service with the City and within the Bargaining Unit, beginning with the most recent hire date.
  - 13.2.3** The employee's physical fitness to perform the work required.

**13.2.4** The City will provide the Union with a seniority list during the month of January each year. It shall be each member's responsibility to verify the accuracy of the calculation of his/her seniority. If no changes have occurred on the listing of employees from the previous list, a new seniority list will not be required annually.

**13.2.5** The Employer shall be the exclusive judge of item 13.2.1. If the final determination is based on the question of physical fitness, a final decision will be made only after such determination has been verified by an independent physician.

**13.2.6** An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from their record.

**13.3** Seniority shall be observed as nearly as possible when vacancies occur.

**13.4 Reduction in Force:** Employees selected for layoff as a result of reduction of work and/or a shortage of funds shall be laid off according to seniority in classification. Employees shall be provided with fourteen (14) days notice of their layoff status.

**13.4.1** When it is necessary to reduce the work force, the employee with the least seniority shall be laid off first. No regular full-time employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which the regular employee is qualified.

**13.4.2** An employee designated for layoff within a specific classification may, on the basis of total City seniority, bump a less senior employee in any job classification previously worked at the City, provided:

**13.4.2.1** That at least a six (6) month probation period was satisfactorily completed; and,

**13.4.2.2** The demonstrated job performance in the former classification was at an acceptable standard.

**13.4.2.3** The employee possesses the necessary qualifications and certifications for the position.

**13.4.2.4 Seniority Tie-Breaker:** In the event there are two (2) or more employees within the department with the same classification, title and seniority, the layoff shall be based on total City seniority.

**13.5 Recall:** Employees who are laid off, or demoted in lieu of layoff, shall have the first opportunity to fill vacancies in their former classification and department. If a department has a vacancy in which they have no employees in layoff status and there are other Bargaining Unit employees



who are laid off from the same general job classification in another department, they shall be considered for that vacancy. Employees shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.

- 13.6** The Employer shall maintain a Layoff Roster of individuals on layoff status for eighteen (18) months. Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff or demotion. Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the Layoff/Recall Roster shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the employee.
- 13.7** Promotions to a higher job classification shall be according to seniority, ability and qualifications. Any promotion or change in job classification shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) day period, if the employee should decide he/she doesn't want the job or should the Supervisor or the Foreman decide the employee is unsuited for the job, he/she shall revert to his/her former classification without prejudice.
- 13.8** Selection of employee(s) to be promoted to a higher classification will be made by the Supervisor in accordance with established seniority listing and bid sheet. Selection will be made based on seniority, ability and qualifications. The following shall be considered:
- A. Regular employee(s) of a given department with the opening, shall be considered first.
  - B. Second consideration will be given to all other employee(s) covered by this Agreement.
- 13.9** In case of dismissal or demotion of any employee, he/she shall have the right to appeal within the procedures outlined in the Grievance Article of this Agreement.
- 13.10 LONGEVITY:** The Employer shall pay each regular employee an additional three dollars (\$3.00) per month for each year of service as a longevity pay plan.

#### **ARTICLE 14-HOURS OF WORK/OVERTIME**

- 14.1** The workweek shall be forty (40) hours of work to consist of five (5) eight (8) hour days, provided however, that the Employer shall have the right to alter the workweek for all or any of its employees from five (5) eight (8) hour days to four (4) ten (10) hour days, to be determined by mutual agreement between employee and Employer. Due to the nature of their work, some divisions and departments will have different schedules. Those schedules shall be determined by the appropriate Department Heads.
- 14.2** All employees shall receive two (2) fifteen (15) minute break periods during each eight (8) hour shift, one (1) in the first half and one (1) in the second half of the working day.



- 14.3** All work in excess of forty (40) hours in a week, or eight (8) hours in a day, in a five (5) day week or forty (40) hour week, or ten (10) hour day in a four (4) day week, shall be paid at the rate of one and one-half (1 and ½) the regular rate. This Article shall also apply to Supervisors covered by this agreement.
- 14.4** Employees shall be responsible for the servicing of the equipment which he/she operates such as grease, fuel, oil, etc. during the regular workday or on overtime only with prior approval of the Supervisor.
- 14.5** Comp time may be taken at the request of the employee in lieu of pay at the rate of one and one-half (1 and ½) hours for each hour worked (or any holiday worked) in excess of forty (40) hours a week, or eight (8) hours in a day. Unused comp time is accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year or paid upon resignation or termination will be limited to forty (40) hours. Any accumulated in excess of forty (40) hours at the end of the calendar year shall be paid to the employee.
- 14.6** An employee who is temporarily assigned by the Mayor/Designee to perform work of a higher classification shall be paid at the rate of pay assigned to the lowest step of the higher classification for all hours actually worked. Any employee may decline the work of a higher classification without prejudice.
- 14.6.1 Call Back Pay:** An employee called back to work for non-scheduled overtime shall be compensated a minimum of two (2) hours at one and one half (1 and ½) times the employee's regular rate of pay, excluding holdover time and early reporting time contiguous with the end or start of regular shift. Hours worked beyond the two (2) hour minimum shall continue to be paid at this rate until relieved of duty or the employee's regular shift begins.
- 14.7** Employees working less than a calendar month will be paid at a rate per hour determined by dividing the monthly salary by one hundred seventy three (173) hours for the actual day or hours worked. Eight (8) hours shall constitute one (1) day, and in no instance will more than the monthly rate be provided except for overtime payments.
- 14.8** Regular employees after the probationary period is completed, who have used all sick leave and vacation leave will lose pay at a rate determined by dividing the monthly salary by one hundred seventy three (173) hours on the basis of eight (8) hours for each day lost.

## **ARTICLE 15 - DISCIPLINE**

- 15.1** Discipline shall be for cause. The Employer agrees to use the principles of progressive discipline, except in the case of gross misconduct. The following are examples of gross misconduct (including but not limited to):
- A. Refusal to obey a direct order

- B. Theft of City property or services
- C. Falsification of documents (including application of employment)
- D. Willful destruction of City property; or
- E. Incarceration for commission of a felony

Progressive discipline shall consist of the following steps:

- A. Oral reprimand
- B. Letter or reprimand
- C. Suspension without pay
- D. Termination

All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation.

**15.2** The following shall also constitute reasons for disciplinary action and/or termination:

- A. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.
- B. Failure to report to work after cancellation of leave of absence.
- C. Failure to report to work after layoff.
- D. Continued unexcused absence from work.
- E. Inability to meet the Employer's requirements for health for the position and/or classification.

**15.3** If there is no recurrence of the event prompting discipline within two (2) years, later infractions of the same kind will cause disciplinary action to begin at the same or lower step.

**15.4** Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

## ARTICLE 16 - GRIEVANCE

**16.1** A grievance is defined as a dispute involving the interpretation or alleged violation of a specific provision of this Agreement.

**16.1.1** Management shall also have the right to file grievances against the Union for violation of the Collective Bargaining Agreement.

**16.2 Conciliation:** Within ten (10) workdays from the date of occurrence, or within ten (10) workdays from the date the employee had knowledge of an occurrence, the employee will promptly and verbally meet to discuss the complaint with his/her Supervisor. If the circumstances where the nature of the complaint involves the Supervisor, the employee may proceed to Step 1 of the grievance process, the Department Head. If the Supervisor fails to reply to the employee within ten (10) days of the meeting, or if the employee is not satisfied with the decision, the employee may, within five (5) days, utilize the formal grievance procedure.

**16.3 Formal Grievance Procedure:**

**STEP 1 - Department Head:** The grievance procedure shall be initiated by the Union stating the nature of the grievance, the alleged violation and the desired solution, in writing on the Union grievance form, together with any supporting documents.

The grievance form and supporting documents shall be delivered to the Department Head within ten (10) workdays.

The Department Head shall hold a meeting with the employee and his/her representative, if requested, within ten (10) days from the date the grievance is received and attempt to settle the grievance.

A decision shall be made, in writing, to the Union by the Department Head within ten (10) days from the close of the meeting.

**16.4 STEP 2 - City Mayor:** If the Union is not satisfied with the decision of the Department Head, he/she may appeal the decision to the Mayor within ten (10) days from the receipt of the Department Head's decision.

The Mayor or his/her designee will hold a meeting with the concerned parties within ten (10) days of receipt if the grievance and issue a written decision within ten (10) days after the close of the meeting.

**16.5 STEP 3:** If the grievance is not resolved at Step 2 the Union may submit the matter to either Expedited Mediation/Arbitration by submitting a written notice to the Mayor within ten (10) days of receipt of the Mayor's response at Step 2.

**16.6 Expedited Mediation/Arbitration**



The parties to this contract agree that grievances not resolved in the above steps shall be submitted to a neutral third party who shall conduct an informal mediation/arbitration hearing in order to resolve the dispute.

**16.6.1** A standing list of third party neutrals shall be selected by the two (2) sides by mutual agreement, or from a list of nine (9) names provided by the Public Employment Relations Commission. These neutrals shall agree to serve on a rotating basis for the life of this Agreement unless removed. Either side may unilaterally remove a panel member at any time unless he/she has been assigned to hear a pending grievance. In the event of a removal, another standing neutral shall be selected as in the paragraph above.

**16.7 Expedited Information Hearing:**

The third party neutral shall in each case promptly set a hearing date (within fifteen (15) calendar days) after receipt of the grievance.

**16.8 Mediation/Arbitration:**

**16.8.1** The selected neutral shall first convene a mediation/conciliation meeting in which he/she shall endeavor to bring parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Union and the City.

**16.8.1** Should no mediated settlement be possible, the hearing officer shall, upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence may be kept to a minimum if mutually agreed by the parties. This informal hearing shall be concluded on the same day on which mediation was convened or the day following if necessary.

**16.8.3** The hearing officer may, upon mutual agreement of the parties, immediately upon conclusion of the hearing, make a "bench decision" concerning the dispute resolution and provide a copy of the same to the grievant, the Union, and to the City. This decision shall be binding on all parties to the dispute.

**16.8.4** The hearing officer shall have no power to make punitive recommendations, but may make the grievant whole. He/she shall remain strictly within the four (4) corners of the Agreement in making his/her award and shall consider no matters not covered within.

**16.8.5** Each party shall bear the expense of presenting its own case in Mediation/Arbitration.

## **ARTICLE 17 - HOLIDAYS**

- 17.1** All regular employees shall be entitled to twelve (12) paid holidays per calendar year designated as follows:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

- 17.1.1** In addition to the above mentioned holidays, the Sanitation Department employees will be entitled to Lincoln's Birthday and Columbus Day as well as one (1) floating holiday. The Wastewater Treatment Plant, Street Department and Supervisory Administration employees shall be entitled to an additional three (3) floating holidays to be taken at the employee's choice with approval of the employer.

- 17.1.2** The holidays listed below will be worked only in emergencies and not as scheduled workdays:

**17.1.2.1** Thanksgiving Day, Christmas Day and New Year's Day (Does not apply to Sewer Department employees.)

- 17.2** If any such holiday falls on a Saturday, it shall be observed on the preceding Friday. If any such holiday falls on a Sunday, it shall be observed on the following Monday.
- 17.3** If any of the above holidays are specified State legal holidays and are also Federal legal holidays but observed on different dates, only the State legal holidays shall be recognized as a paid legal holiday.
- 17.4** An employee who is required to work on a recognized holiday shall be paid at an amount equal to two and one half (2 ½) times his/her hourly salary for the time worked on such holiday. Employees considered to be Supervisors and/or Department Heads shall be compensated with an additional day of administrative leave for any work required on a recognized holiday.
- 17.5** Holidays that occur during vacation or sick leave shall not be charged against such leave.
- 17.6** In order to be paid for a holiday the employee must have been paid for the last regularly scheduled workday preceding and the first scheduled workday following or be on approved leave.

## **ARTICLE 18 - WORK RULES**

- 18.1** An employee shall not absent himself/herself from work for any reason other than those specified, without making prior arrangements with his/her Supervisor. Unless such arrangements are made an employee, who for any reason fails to report to work, shall make a



sincere effort to immediately notify his/her Supervisor of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the Supervisor on a daily basis unless other arrangements have been made with the Supervisor.

- 18.2 Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be cause for disciplinary action.
- 18.3 The Employer shall maintain a personnel record from each employee. Such record shall show the employee's name, title of position held, the department to which assigned, salary, change in employment status, training received, and such other information as may be considered pertinent.
- 18.4 The Employer agrees that nothing other than routine personnel transactions will be placed in an employee's personnel file without the employee having reviewed and signed that the employee has reviewed the document. Employees may request that documentation of additional training and letter(s) of commendation may be added to their file and will not be unreasonably refused.
- 18.5 The Employer shall have the right, without approval from the Union, to transfer any employee it chooses into a higher or lower occupational level, within or outside his/her classification, for the purpose of training him/her so he/she may acquire the skills necessary for performing the work at that level. Wages will remain that of the current classification during training.

#### **ARTICLE 19-INSURANCE BENEFITS**

- 19.1 The Employer shall provide each regular full-time employee with thirty thousand dollars (\$30,000) of life insurance protection, and in addition shall provide each dependent of the employee with five thousand dollars (\$5,000) of life insurance protection.
- 19.2 The Employer shall provide all regular full-time employees with a medical coverage under AWC Health First. Premium share shall be ninety percent (90%) employer and ten percent (10%) employee all levels. except that the maximum amount a bargaining unit member will be required to contribute towards the insurance premium will be, in 2020 \$240.00 per month and in 2021 \$260.00 per month.

Dental coverage under Washington State Council of County and City Employees Trust Plan IV, and vision coverage under Vision Service Plan with a ten dollar (\$10.00) deductible, and pay the costs for such coverage for the employees and dependents for the term of the Agreement. The Employer shall also provide medical, dental, and vision coverage as set forth in this section for regular part-time employees. Regular part-time employees shall receive benefits on a pro-rated basis in accordance with the hours worked in relation to a full-time employee.

- 19.3 The City will set up an Insurance Committee comprised of Management and Bargaining Unit members to study possible cost containment/cost savings to be looked at during the term of the Agreement.



19.3.1 Effective upon ratification or April 1, 2014, all medical cost share premiums will be pre-tax.

19.3.2 19.3.2 Effective January 1, 2020, January 1, 2021, ~~and~~ January 1, 2022, and January 1, 2023 the City will contribute the lump sum amount of two hundred dollars (\$200.00) per year to an HRA VEBA trust account for each employee represented by Local 1476-C who is employed by the City. Such HRA VEBA trust account shall be set up by the City for the benefit of each employee represented by Local 1476-C. In accordance with state and federal laws and the terms of the HRA VEBA Trust agreement, Local 1476-C employees may, on an automatic and mandatory basis for all groups members defined as eligible, contribute an additional pre-tax amount that is agreed upon by Local 1476-C employees and that is the same flat dollar amount for each employee. Employee contributions will be designated in a separate MOU. Such contributions shall be done by use of the City's automatic payroll deduction.

19.4 Upon death of an employee survived by a spouse such spouse shall be deemed to be the assignee of any unpaid wages and warrants and payments of such sum shall be drawn and delivered to the assignee forthwith.

19.5 The Employer will furnish safety glasses when requested without cost to the employee for any necessary examination.

19.6 The Employer is to provide I.D. cards for each employee.

#### **ARTICLE 20-SICK LEAVE/EMERGENCY LEAVE**

20.1 All regular employees shall be entitled to one (1) working day per month of sick leave. Sick leave may be accumulated to a maximum of one hundred fifty (150) days annual carry over as of December 31 of any calendar year. Cash out of sick leave will be limited to one hundred twenty (120) days maximum for all employees hired prior to July 1, 1999 when they are permanently separated from employment by death, retirement or reduction in force. All regular employees hired after July 1, 1999 would be ineligible to cash out sick leave.

20.2 Part-time employees shall not be entitled to sick leave, except as provided for by the Washington State Paid Sick Leave Act.

20.3 The Department Head and/or Payroll Certification Official may at his/her discretion require verification of illness or injury by means of a physician's certification of the employee's illness or injury along with a physician's release before the employee again resumes his regular duties. If the illness or injury absence is for a period of three (3) working days or longer a physician's release shall be required

20.4 Any employee found abusing the sick leave or emergency leave privilege by falsification or misrepresentation may thereupon be subject to disciplinary action by the Department Head, including discharge.

- 20.5** An employee who is eligible for State Industrial Compensation for time off because of an on the job injury shall be paid sick leave by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should the employee be later paid by State industrial for the first three (3) days of absence, the amount paid the employee by State Industrial shall be credited to the City of Clarkston for money due the employee in the next payroll period. The prorated part of sick leave that is determined by the ratio of regular sick leave and State Industrial Compensation shall be charged to the employee as time off the job.

## **ARTICLE 21 - MATERNITY LEAVE**

- 21.1** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery from, are, for all job-related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances (i.e., miscarriage, abortion, or recovery therefrom).
- 21.2** If the period of disability because of childbirth or related circumstances extends beyond the employee's accrued sick leave, then she may take a leave of absence not to exceed one (1) year without pay or fringe benefits. The employee must work out the conditions of the leave of absence with the Employer.
- 21.3** To be eligible for sick leave because of childbearing or related circumstances, a female employee shall give the employer two (2) weeks notice, if possible, or her anticipated date of departure and intention to return. A three (3) to four (4) week period of recovery after childbirth or related circumstances shall be considered reasonable in absence of extenuating circumstances.
- 21.4** Female employees cannot categorically be denied the opportunity to work during the entire period of pregnancy, but may continue working as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence should be submitted at regular intervals during the employee's pregnancy when requested by the Employer.
- 21.5** Upon return from sick leave, if related to pregnancy, childbirth, or related circumstances, an employee shall return to her same or a similar job with at least the same pay.
- 21.6** All points listed shall apply equally to married and unmarried women.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.1 Without Pay:** Upon written request of the employee, the Employer may grant a regular employee a leave of absence without pay not to exceed one (1) year. Approval of such leave shall be in writing and signed. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on approved leave of absence without pay.



- 22.2 The employee's anniversary date will be adjusted by the length of the leave granted.
- 22.3 Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.
- 22.4 **With Pay Compassionate Leave:** In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay not to exceed five (5) working days.
- 22.5 **Funeral Participation:** When an employee participates in a funeral ceremony, he/she shall be granted a reasonable time off to perform such duty. Time not worked because of such absence shall not affect vacation or sick leave accrued.
- 22.6 **Family Leave:** Up to a maximum of twelve (12) weeks of paid and unpaid leave may be granted per year for qualifying situations as outlined by Federal and/or State law. Employees are required to exhaust any accrued paid leave (i.e. vacation, sick leave, compensatory time) before becoming eligible for an unpaid leave of absence. When possible or foreseeable, requests for family leave should be submitted to the Employer at least thirty (30) days prior to the date leave is expected to commence.

#### ARTICLE 23 - JURY DUTY

- 23.1 It is the civil obligation of each employee to serve on a jury if he/she is called. While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the Employer but, the Employer shall deduct therefrom an amount equal to jury fees actually received by the employee. Employees released from jury duty before the end of their regularly scheduled shifts shall contact their Supervisor for instructions on whether or not to return to work.

#### ARTICLE 24 - MILITARY LEAVE

- 24.1 Any employee who is a member of the State National Guard or Federal Reserve Military Unit shall be entitled to be absent from his/her duties with the Employer with full pay for up to twenty one (21) calendar days during each calendar year while engaging in the performance of officially ordered military duty and while going to or returning from such duty in accordance with the laws of the State of Washington (RCW 38.40.060). Such leaves shall be in addition to any other leave or vacation benefits.
- 24.2 Employees who are called or volunteer for service with the armed forces of the United States or the Washington National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of the State law (RCW 73.16).

## ARTICLE 25 - VACATION

**25.1** All regular full-time employees shall be entitled to annual vacation leave as set forth herein:

- A. Employees during the first twelve (12) months shall accumulate vacation leave at the rate of 3.33 (three point thirty-three) hours per month of service. One (1) year's accumulation shall amount to forty (40) hours vacation leave. At such time as the employee has worked one thousand six hundred (1600) hours he/she shall be entitled to use any or all of the accrued vacation leave.
- B. Employees beginning the second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year (thirteen (13) through forty-eight (48) months) shall accrue vacation leave at the rate of 6.67 (six point sixty-seven) hours per month. One (1) year's accumulation shall amount to eighty (80) hours of vacation leave.
- C. Employees beginning the fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) year (forty-nine (49) through one hundred eight (108) months) shall accrue vacation leave at the rate of ten (10) hours per month of employment. One (1) year's accumulation shall amount to one hundred twenty (120) hours of vacation leave.
- D. Employees beginning the tenth (10<sup>th</sup>) through fourteenth (14<sup>th</sup>) year (one hundred nine (109) through one hundred sixty-eight (168) months) shall accrue vacation leave at the rate of 13.33 (thirteen point thirty-three) hours per month of employment. One (1) year's accumulation shall amount to one hundred sixty (160) hours of vacation leave.
- E. Employees beginning the fifteenth (15<sup>th</sup>) year (one hundred sixty-nine (169) months and thereafter) shall accrue vacation leave at the rate of 16.67 (sixteen point sixty-seven) hours per month of employment. One (1) year's accumulation shall amount to two hundred (200) hours of vacation leave.

**25.2** Vacation leave may be accumulated to an amount not in excess of one and one-half (1½) times the amount earnable in a one (1) year period for which the employee is in at the time of accumulation. Accumulation in excess of one and one-half (1 ½) times the earnable amount may be granted upon the employee securing advance permission from the Employer or when the employee forgoes or postpones his/her vacation at the request of the Employer.

**25.2.1** Upon separation of service for any reason, employees shall be compensated at the pay rate in effect at the time of separation in accordance with 25.2.

**25.3** On a voluntary basis, an employee may request and receive cash in lieu of forty (40) hours of vacation in each calendar year with the approval of the Mayor and/or designee.



## **ARTICLE 26 - RESIGNATION**

- 26.1** An employee wishing to leave service in good standing, shall supply a written statement as to the reasons for leaving and the effective date of leaving with the Employer at least two (2) weeks before leaving. The time limit of the resignation may be waived at the discretion of the Employer. A copy of the resignation and a final performance evaluation report shall be placed in the personnel file of the employee.

## **ARTICLE 27 - PAY PERIOD**

- 27.1** The parties agree that the pay periods will be on a semi-monthly basis as outlined below:
- 27.1.1** Pay periods shall end on the 15th or the last working day of each month. The appropriate time card will be turned in at the end of the last working day within the pay period.
  - 27.1.2** Paychecks will be subsequently provided on or before the 5th and 20th following the appropriate pay period.

## **ARTICLE 28 - TRANSPORTATION**

- 28.1** Any employee required to perform City business during business hours in which the use of a vehicle is required, and the City does not supply such a vehicle, shall be compensated for the use of their own vehicle at the current rate established by City Council.
- 28.2** Employees under Appendix A shall travel to and from the day's work location on transportation furnished by the Employer from regular assigned headquarters.

## **ARTICLE 29- UNION BUSINESS**

- 29.1** The employer agrees to grant a total of four (4) working days annually with pay for a Shop Steward or designated representative of the Bargaining Unit to attend Union conventions or Union seminars. Such leave is subject to approval by the appropriate Department Head.

## **ARTICLE 30 - RESERVED**

## **ARTICLE 31 - UNION RIGHTS**

- 31.1** By agreeing to the Management Rights Clause, Article 8, the Union does not waive any right to bargain mandatory subjects or other rights and privileges provided for in RCW 41.46 et. seq.

## **ARTICLE 32 - JOB POSTING**

- 32.1** Available positions shall be publicized for any necessary period by announcements posted on public bulletin boards and by such other means as the Employer may deem necessary. Announcements shall specify the title, rate of pay, duties to be performed, required qualifications, time and manner of making application, and other pertinent information related to the available position. Outside publication of announcements will only occur after a five (5) working day in-house posting.
- 32.2** All regular employees in other job classification covered by this Agreement shall be eligible to bid on the vacancy by submitting a written application for the position. The City will give first consideration to qualified employees of the affected department. If the position is filled within the Bargaining Unit the most senior employee of the Bargaining Unit shall be given first consideration if the qualifications of all applicants are equal.

## **ARTICLE 33 - WAGES**

- 33.1** Effective January 1, 2023, Appendix A and Appendix B shall be increased by 6% (The 6% reflects a one-time 1% increase replacing the \$250 clothing allowance added to a 5% wage increase.)
- 33.2** **Reclassification Procedure**
- 33.2.1** The employee or Supervisor may submit to the City a request for reclassification containing the following information. The Employer or Supervisor shall notify the Union when the request is filed.
- 1) Name
  - 2) Department
  - 3) Hire date in current position
  - 4) Current job title
  - 5) Justification for reclassification
- 33.2.2** A conference will be held between the employee, Supervisor and the City within ten (10) working days of receipt of said request.
- 33.2.3** Within ten (10) working days of said conference the Supervisor will, in writing, notify the City of his/her recommendation of the employee's request for an audit or review. Adequate justification for the recommendation must be stated in the letter. A copy of the letter will be sent to the employee at the same time the City is notified.
- 33.2.4** After the response of the Supervisor an audit and review of the employee's request will be performed by the City. The City shall meet and review the request for reclassification



within ninety (90) days of the original submittal subject to the employee's timely completion of the position description questionnaire.

**33.2.5** The employee will be allowed to be present with representation at the City meeting. The employee will receive a copy of the City's recommendation. The employee will also receive a copy of the City's decision.

**33.2.6** There shall be no more than one (1) request within a period of one (1) calendar year for reclassification with respect to any job classification. The employee may appeal the City's recommendation to the City Council at Step 2 of the grievance procedure. Any grievance regarding a denial is subject to the grievance procedure up to Step 2 and is not subject to arbitration.

**33.2.7** The City shall provide to the employee and Supervisor the reasons a reclassification request was granted or denied including the process used to make the determination.

#### **ARTICLE 34 – ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

#### **ARTICLE 35 – SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state law. When any provision thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

**CITY OF CLARKSTON:**

**LOCAL 1476-C OF  
W.S.C.C.E.,  
AFSCME, AFL-CIO:**

Monika Lawrence 1-3-22      Cey M. Ho 1-4-23  
Mayor, City of Clarkston      Date      Local Union Representative      Date

Sydney Fox 1/3/23      Sam Anesi 1-4-23  
Management Representative      Date      Local Union Representative      Date

[Signature] 1-3-2023      Laura Hagen 12-30-2022  
Management Representative      Date      Area Union Representative      Date



**APPENDIX "A"**  
**2023 SALARY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2023**

<b>STEP A</b> <b>0-6 MONTHS</b>	<b>STEP B</b> <b>6 MOS - 2 YRS</b>	<b>STEP C</b> <b>2 YRS</b>
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**STREET/SANITATION/PARKS DEPARTMENT**

SANITATION DRIVER	24.19	25.50	28.02
STREET EQUIPMENT OPERATOR	23.35	25.94	28.02
LABORER - PARK/STREET/SANIT	23.35	25.94	28.02
PUBLIC WORKS FOREMAN	31.99	33.61	35.31

**SEWER DEPARTMENT**

LABORER	24.02	25.23	26.44
SEWER PLANT OPERATOR	25.39	26.73	28.02
SEWER PLANT FOREMAN	26.69	28.01	29.37

6% Increase (5%+1% conversion of clothing allowance) over JANUARY 1, 2022 rates

**Certification Pay**

Certification pay is to compensate the employee for the additional time it takes to study and pass the certification test and to maintain the certification through continuing education. These certifications must be recognized by a governmental agency as valid.

Certification pay shall be paid to employees, as additional compensation to their hourly pay, that hold the following certifications.

**WWTP**

Level 1 Operator – \$0.25/hr

Level 2 Operator - \$0.50/hr

Level 3 Operator - \$0.75/hr

Level 4 Operator - \$1.00/hr

**STREET DEPT.**

Spray Applicator's License - \$0.50/hr

No other certification(s) shall be compensated.

Certification pay shall be paid once the employee provides proof of certification. If an employee lets a certification lapse or fails to maintain certification, the certification pay shall be deducted from their hourly pay. It is the employee's responsibility to provide timely evidence of a current certification to the city.

**STANDBY/ON-CALL PAY -**

Agree to move to a labor management discussion; The parties agree to open negotiations for this matter should the needs of the City not be met under the current system.

**APPENDIX "B"**  
**2023 SALARY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2023**

POSITION TITLE	STEP A ENTRY	STEP B 1-3 YEARS	STEP C 4-6 YEARS	STEP D 7 PLUS YEARS
STREET SUPERINTENDENT	5908	6149	6367	6909
SEWER SUPERINTENDENT	5908	6149	6367	6909
BUILDING INSPECTOR	4501	4677	4865	5082
DEPUTY CLERK TREASURER	3941	4111	4460	5183
ADMINISTRATIVE ASSISTANT	3505	3653	3929	4426
FINANCE CLERICAL ASST	3505	3653	3929	4426

6% Increase (5%+1% conversion of clothing allowance) over JANUARY 1, 2022 rates

Beginning January 1, 2023 the following certification pay will be added to Appendix B:

STREET DEPT.

Spray Applicator's License - \$0.50/hr

No other certification(s) shall be compensated.