

WORKING AGREEMENT

BETWEEN

CITY OF LA CENTER

AND THE

LA CENTER EXEMPT EMPLOYEES ASSOCIATION

FOR THE PERIOD:

JANUARY 1, 2016

THROUGH

DECEMBER 31, 2018

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AGREEMENT BETWEEN
CITY OF LA CENTER
AND THE
LA CENTER EXEMPT EMPLOYEES ASSOCIATION

A Working Agreement entered into by and between the CITY OF LA CENTER, WASHINGTON, hereinafter called the “City” and the LA CENTER EXEMPT EMPLOYEES ASSOCIATION, hereinafter called the “Union.” This Agreement shall be effective from January 1, 2016 until December 31, 2018.

ARTICLE 1. RECOGNITION

1.1 The City recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for the City Engineer, Public Works Supervisor, and Wastewater System Supervisor, as certified by the Public Employment Relations Commission in case No. 23318-E-10-3568.

ARTICLE 2. EMPLOYMENT DUTIES

2.1 Employer hereby employs the following Union members under this Agreement to perform the duties and functions as described in the job descriptions that are attached to this Agreement as Exhibits A, B and C and incorporated herein by this reference, and other legally permissible and proper duties and functions and Employer may from time to time assign:

- Engineer – See job description attached as Exhibit A
- Public Works Supervisor – See job description attached as Exhibit B
- Wastewater System Supervisor – See job description attached as Exhibit C

ARTICLE 3. MANAGEMENT RIGHTS

3.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. The Union also recognizes the provisions of the City Personnel Policy and Employee Manual apply to Union members to the extent that those policies are not inconsistent with the terms of this Agreement.

3.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

3.2.1 To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed;

3.2.2 To schedule work most advantageous to the parties, consistent with requirements of municipal employment, the public safety, and consistent with this Agreement;

3.2.3 To manage and direct the workforce, including but not limited to: the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer, evaluate performance, and retain employees; the right to discipline or discharge for proper cause; the right to layoff for lack of work or funds; the right to schedule employee positions or reorganize the department or work; the right to schedule employee vacations; and the right to purchase, dispose of and assign equipment or supplies.

3.3 Matters Not Covered. In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s), and such action(s) shall not be subject to the duty to bargain or the grievance procedure contained herein, except as provided by law.

ARTICLE 4. UNION SECURITY AND CHECK-OFF OF DUES

4.1 All employees covered under this contract shall maintain their membership in the Union during the life of this agreement. New employees shall be enrolled on the first day of the calendar month following date of hire, but not more than thirty (30) days following hire. In the event an employee member of the Union fails to maintain his/her payment of dues, the Union will notify the employee in writing of the delinquency. The Employer agrees to give notice to the employee and Union within five (5) working days that his/her employment status with the Employer is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date of such notice is received will result in termination.

4.2 Dues Deductions. The City agrees to deduct the union membership dues in the amount of \$ _____ per pay period from the pay of each member of the bargaining unit. The amount to be deducted shall be certified to the City by the Union. The aggregate deduction of those members shall be remitted together with an itemized statement to the Union within ten (10) days after such deductions are made.

4.3 Employer Notice to Union of All Employees and Their Status. The Employer will furnish written notice to the Union President whenever represented employees in this Union are hired, rehired, laid-off or terminated.

4.4 Indemnification by Union. The Union agrees to defend, indemnify, save and hold the City harmless from, for, and against any and all claims arising from the application of this Article.

ARTICLE 5. CONTINUATION OF WORK

5.1 No Strike Provision and Continuation of Work. The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct inconsistent with this objective. During the term of this agreement the Union shall not cause or condone any work stoppage, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or any and

all other interference with public functions by employees of the bargaining unit under this Agreement.

- 5.2 Union's Response to Conduct Described in Section 5.1. Upon notification in writing by the City to the Union that any of the Union's members are engaged in conduct described in Section 5.1 of this Article, the Union shall immediately issue a written order to any such members to immediately cease engaging in such conduct, and shall provide the City with a copy of such order. In addition, the Union shall use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit shall be cause for disciplinary action, up to and including termination.

ARTICLE 6. PROBATIONARY PERIOD

- 6.1 There shall be probationary period for all new employees starting from the date of hire and typically extending six (6) months therefrom. The probationary period is an integral part of the selection process for new employees and employees receiving transfers, promotions, or demotions. During this period in the supervisor's sole discretion a supervisor will determine the employee's capability to do the work, and will observe the employee's adjustment to the department. Any new employee or any employee returning to employment with the City after any severance in city service except layoff may be terminated immediately and without prior notice during the probationary period and without recourse to the grievance procedure. Employees who fail a promotional probationary period shall be returned their former classification, position, and salary step.
- 6.2 Employees may be terminated during their probationary period for any reason. Employees terminated during or at the conclusion of the probationary period have no rights of appeal. During this time period also, an employee may resign without prior notice. .
- 6.3 At their supervisor's sole discretion, an employee's probationary period may be extended for up to an additional three (3) months for a total probationary period of up to nine (9) months upon written notice by the supervisor.

ARTICLE 7. COMPENSATION

- 7.1 Pay periods and pay days. The City has a twice-monthly payroll period, with pay dates at the middle and end of the month. The City will not issue paychecks early except in vacation situations. Requests for early vacation paychecks must be made to the Clerk/Treasurer two weeks in advance, in order to make arrangements for issuance.

ARTICLE 8. LEAVES

- 8.1 Sick leave.
- 8.1.1 All full-time employees shall accrue sick leave benefits and may use those benefits in accordance with Section 8.2 of the Personnel Policy and Employee Manual, except as specifically provided otherwise in this Article.

- 8.1.2 Employees do not earn sick leave benefits during any period of unpaid leave. Employees do not earn sick leave benefits and may not use any earned but unused sick leave benefits during a suspension without pay.
- 8.1.3 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the employee would have earned had he/she worked the regular scheduled work day.
- 8.1.4 Sick leave benefits may be used by eligible employees for: any absence due to personal injury, illness or temporary disability which keeps the employee from performing the employee's regular duties; personal, medical, and dental appointments; absences of reasonable duration occasioned by the illness or injury of a child or spouse; or the need to accompany a child or spouse to a medical appointment. Sick leave benefits may also be used for any purpose identified in the Washington's Family Care Act.
- 8.1.5 Sick leave benefits may not be used for any absences when the employee is entitled to receive compensation benefits under the Worker's Compensation Act. Employees may use sick leave to make up any difference between the worker's compensation amount and the employee's regular pay. In no event may an employee apply leave benefits that, when Worker's Compensation and Sick leave are combined, result in more than the employee's regular rate of pay. All such excess pay received by an employee must be repaid to the City and will be credited to the employee's sick leave balance. Failure to repay the City for the purposes of crediting the employee's sick leave balance for the difference in benefits within a reasonable period of time is grounds for disciplinary action.
- 8.1.6 Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy and childbirth.
- 8.1.7 Receipt and use of sick leave benefits is conditioned upon the employee notifying the supervisor of the employee's absence(s). Failure to give the required notice may result in no receipt and use of sick leave benefits for such absence(s). Notice of any such sick leave related absence shall be provided by the employee to the City as set forth in the City Personnel Policy and Employee Manual.
- 8.1.8 When an employee is absent for ten (10) consecutive days due to personal illness, the employee shall be required to provide written certification of the illness or a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor.
- 8.1.9 Any employee found to have abused sick-leave privileges by falsification or misrepresentation shall be subject to disciplinary action.

8.2 Vacation Leave.

- 8.2.1 All full-time employees hired after January 1, 2016 shall accrue vacation leave benefits and may use those benefits in accordance with the following matrix, except as specifically provided otherwise in this Article. Vacation time is intended to provide the employee with a period of relaxation away from work. No vacation time will be paid

without the corresponding number of hours taken as time off. Employees hired before January 1, 2016 will accrue vacation leave benefits as per Appendix A

Completed Years of Service	Hours per pay period	Days per Year	Hours per Year	Max
Start	1.67	5.00	40.00	
1.00	3.33	10.00	80.00	100.00
2.00	3.33	10.00	80.00	120.00
3.00	3.33	10.00	80.00	120.00
4.00	3.33	10.00	80.00	120.00
5.00	5.00	15.00	120.00	160.00
6.00	5.00	15.00	120.00	180.00
7.00	5.00	15.00	120.00	180.00
8.00	5.00	15.00	120.00	180.00
9.00	5.00	15.00	120.00	180.00
10.00	6.67	20.00	160.00	220.00
11.00	6.67	20.00	160.00	240.00
12.00	6.67	20.00	160.00	240.00
13.00	6.67	20.00	160.00	240.00
14.00	6.67	20.00	160.00	240.00
15.00	8.33	25.00	200.00	280.00
16.00	8.33	25.00	200.00	300.00
17.00	8.33	25.00	200.00	300.00
18.00	8.33	25.00	200.00	300.00
19.00	8.33	25.00	200.00	300.00
20.00	8.33	25.00	200.00	300.00

8.2.2 Vacations shall be scheduled for a minimum disruption of City operations. Leave requests must be submitted to a Director for approval no later than two weeks prior to the requested leave. A Director in their sole discretion may waive the two-week prior notice if the Director believes a leave request does not interfere with scheduled work and will not require the department to incur overtime. When vacation requests are received, the approved vacation schedule will take into account the individual's requests and the needs of the City in providing for City services. Seniority will be considered if there is a conflict between two or more employees' requests for vacation days; however, once an employee has been approved for a vacation request, that employee is entitled to the vacation date even if a more senior employee may later request the same vacation days.

8.2.3 Vacation accrues for each eligible employee each pay period beginning when the employee is hired. All new employees must satisfactorily complete their probationary period in order to use vacation benefits. If an employee leaves City employment during his or her probationary period, the employee will not receive a cash-out of any accrued leave benefits.

- 8.2.4 Part-time/non-temporary employees earn a pro-rated amount of vacation time based on actual hours worked when compared to a 40-hour full time work week. Temporary employees are not eligible to accrue or use vacation benefits.
- 8.2.5 Employees will not accrue vacation or sick leave benefits during any period of unpaid leave. Normal sick leave and vacation accruals will resume upon the employee's return to work.
- 8.2.6 Maximum vacation accrual and carry-over from year to year shall be in accordance with the table in Section 8.1 of the Personnel Policy and Employee Manual.
- 8.2.7 Any unused vacation time accrued shall be paid upon termination of employment of eligible employees. Holidays occurring during vacation, sick leave or other paid leave shall be charged as paid holiday leave and shall not be charged as paid leave. Full time employees who have been in service with the City for at least two (2) years may redeem (cash-out) accrued unused vacation hours up to twice each year. Any number of hours in the employee's vacation account can be redeemed, but no employee can reduce through redemption his or her vacation account below a minimum of 80 hours. Redemption of vacation time shall be at the employee's then-current hourly rate.
- 8.2.8 Employees who resign or are laid off due to a reduction in force shall be paid for all accrued but unused vacation time as part of their final paycheck.
- 8.3 Administrative Leave. All employees are exempt employees and not allowed overtime, compensatory time, on-call pay, or other benefits due to working outside the normal Monday – Friday workday. As salaried workers, employees are expected to devote a great deal of time outside of the Employer's normal business hours. As compensation for this additional effort, Employees shall be provided seven (7) administrative days per calendar year as paid, non-accruable supplemental leave. Employees shall be allowed to use a reasonable amount of administrative leave during normal business hours instead of accrued vacation leave. Employees shall make advance arrangement with their Director for such leaves that exceed one-half day and shall be available for contact by way of cellular phone during all administrative leave periods, unless advance arrangements with their director are made. Unused administrative leave shall expire and shall not be carried over to the next calendar year, if not used in the calendar year in which it is earned.
- 8.4 Holidays.
- 8.4.1 Employee shall be paid for all City-observed holidays and floating holidays, consistent with holidays provided to other City Employees. Unused floating holidays shall expire and shall not be carried over to the next calendar year if not used in the calendar year in which the floating holiday is earned.
- 8.4.2 New full-time employees must work for 30 days before being eligible for paid holidays.
- 8.4.3 Observance of Holidays. The City will post the exact day each holiday will be observed. When a holiday occurs on Monday through Friday, the City observes the date of the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

8.5 Bereavement Leave. When a death occurs in an employee's immediate family, the employee will receive three (3) days of paid bereavement leave for in-state and five (5) days for out-of-state funeral planning, attendance and travel.

8.6 Military Duty.

8.6.1 Any employee who is a member of the Oregon/Washington National Guard or a federal military unit is entitled to leave from his/her duties for up to 15 days each calendar year for official military duty in accordance with RCW 38.40.060. "Day" for purposes of this section shall be defined as a 24-hour period. Such leaves are in addition to any other leave or vacation benefits. During the period of military leave, the City shall pay the difference between his/her normal rate of pay and the military pay received by the employee.

8.6.2 An employee who is called to or volunteers for service with the armed forces of the United States of the Oregon/Washington National Guard is entitled to reinstatement in his/her position upon completion of service providing that the period of service is four years or less. Eligibility for and terms of reinstatement are administered in accordance with Chapter 73.16 RCW

ARTICLE 9. UNION ACTIVITIES

9.1 Anti-Discrimination Against Union Members. It is mutually understood that the City will not in any manner discriminate against any member of the Union as the result of such member's activities on behalf of the Union and in furtherance of the purposes of the Union.

9.2 Executive Board Duties. If labor contract negotiations or some other meeting with the City are conducted during work hours, the City will compensate only one Union representative for time spent at those negotiation meeting. No other Union representatives or members present at contract negotiations or other meetings outside of work hours will be compensated.

9.3 Association Bulletin Board. The Employer shall provide a conspicuously located space in a location accessible to all employees for a Union Bulletin Board.

ARTICLE 10. GRIEVANCE PROCEDURE

10.1 Purpose and Scope.

10.1.1 The purpose of this Grievance Procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances. During the term of this Agreement, should the Union, the Employer, or any employee dispute the interpretation, application, enforcement or alleged violation of an express provision of this Agreement, such dispute shall be resolved in accordance with the steps outlined in this Article. The parties agree that this Procedure shall be the sole and exclusive method for adjusting all disputes. The parties further agree that the time periods set forth in this Article shall be strictly adhered to unless modified by written mutual agreement.

10.1.2 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grieving party and/or the Union and the appropriate employer representative may resolve the grievance by written mutual agreement at any step.

10.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

10.2 Filing and Processing Requirements.

10.2.1 No grievance shall be processed beyond Step 3 without Union concurrence and representation.

10.2.2 Grievances arising out of disciplinary suspension or termination, or grievances initiated by the Union shall be automatically submitted at Step 2. Grievances initiated by individual workers must begin at Step 1. Grievances concerning written warnings may not be processed beyond Step 2.

10.2.3 Class grievances shall automatically be submitted at Step 2. Class grievances are those that apply to fifty percent (50%) or more of the employees covered by this Agreement.

10.2.4 A written grievance shall be signed and dated and indicate the step at which it is being filed. Grievances not meeting the requirements of this section shall be considered waived. Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

10.3 Timelines.

10.3.1 When computing deadlines under this Article, the day that triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Receipt of a filing or response shall be considered to be the date of actual receipt.

10.3.2 Failure to file a grievance or to advance a grievance to the next step within the time limits prescribed by this Article shall be considered waiver of the grievance.

10.4 Steps.

- 10.4.1 Step 1. An individual employee choosing to present a grievance shall present the grievance to the employee's immediate supervisor within ten (10) days of the date of the occurrence of the event giving rise to the grievance or of the date on which the employee reasonably should have become aware of the event. Failure to timely present a grievance shall be considered waiver of the grievance. If the issue is not resolved within two workdays of the grievance so presented, the employee shall reduce the grievance to writing and proceed to Step 2.
- 10.4.2 Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall submit the written grievance to the Department head within fifteen (15) working days of the date the aggrieved employee first presented the grievance under Step 1. In the event of a Union initiated grievance, the grievance must be submitted within fifteen (15) working days of the date of the occurrence giving rise to the grievance or of the date on which the Union reasonably should have become aware of the event. Failure to timely present a grievance shall be considered waiver of the grievance. The department head or elected official shall respond in writing to the grievance within fifteen (15) working days.
- 10.4.3 Step 3. If the grievance has not been resolved, either party may refer the dispute to final and binding arbitration. Notification of referral to Step 3 shall be in writing and provided to the other party within fifteen (15) working days after receipt of the Employer's written response in Step 2 above.
- 10.4.4 In the event of a Step 3 grievance, the parties shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the parties jointly shall request a list of eleven (11) qualified neutrals from the Public Employment Relations Commission. Within ten (10) working days after receipt of the list or as soon thereafter as reasonably possible, the parties or their representatives shall meet either in person or telephonically, and shall alternately strike names on the list until there is one remaining name and the remaining name shall be the arbitrator. The first strike shall be made by the party requesting arbitration. If the party requesting arbitration has not selected an arbitrator within one (1) month of the request for arbitration, the grievance and arbitration shall be considered waived by that party.
- 10.5 The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the correct interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the issues submitted to him/her. The decision of the arbitrator shall be submitted within thirty (30) calendar days of the date of the hearing and shall be final and binding upon the employees, Union and Employer. The arbitrator's decision shall be in writing and confined to the scope and terms of this Agreement.
- 10.6 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy or the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript.
- 10.7 Mediation-Arbitration (Med-Arb). As an alternative or supplement to the grievance procedure, or for such other purpose as the parties may mutually determine to be beneficial, the parties by written mutual agreement may engage in mediation to resolve grievance or other issues between

them as provided herein. As contemplated by this section mediation would involve use of the mediation program offered at no charge by the Public Employees Relation Commission (PERC).

ARTICLE 11. LAYOFFS

- 11.1 The City in its sole discretion may lay off employees where: there are changes in duties or a reorganization of positions; a position or service is abolished; there is lack of work or shortage of funds; or any other reasons the City believes to be appropriate. Efforts will be made to integrate any affected employees into other available positions. The procedures for a layoff are as follows:
- 11.1.1 Whenever a layoff is anticipated, employees whose jobs may be affected will be given written notice of the situation and what options may be made available to them.
 - 11.1.2 Temporary employees performing similar work in the same department or division will be laid off before regular employees are affected.
 - 11.1.3 Options such as part-time work schedules, job-sharing and voluntary time and/or pay reductions may be explored if in the sole opinion of the employee's Director such options are feasible.
 - 11.1.4 For a period of 12 months from the day of layoff, regular employees who were laid off shall be offered the first opportunity to fill comparable vacant positions which become available. These employees may be placed on the City's job announcement mailing list for 12 months from the effective date of the layoff to assist them in applying for other job vacancies with the City for which they are qualified.
 - 11.1.5 At its sole discretion, the City may offer limited out-placement services to regular employees who have been laid off, such as job counseling, assistance in development of resumes, and assistance in locating contacts and resources which may lead to other suitable employment.

ARTICLE 12. SAVINGS CLAUSE

- 12.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.
- 12.2 The parties agree that this Agreement may be reopened as necessary to accommodate legislative changes, judicial interpretations or other mandates including state and federal health care reform and the reasonable accommodation of persons with qualifying disabilities.

ARTICLE 13. DISCIPLINE AND TERMINATION

- 13.1 Disciplinary Actions. Employees may be disciplined in the form of a verbal warning, written warning, suspension, demotion, or discharge for just cause. Oral warnings are not grievable and grievances concerning written warnings may not be processed beyond Step 2. Disciplinary action shall be corrective and progressive in nature. Employee misconduct, including any violation of a provision of the Personnel Policy and Employee Manual, shall be grounds for discipline up to and including termination. Some improper employee conduct may be so severe as to warrant termination without prior corrective or progressive discipline. Examples of such conduct include but are not limited to: dishonesty; severe insubordination; negligently or carelessly causing substantial damage to City property or equipment; threats of violence or violent actions towards other City employees or members of the public; or theft or other criminal activity involving or utilizing City property.
- 13.1.1 In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond in a meeting with the employee's Director to the reasons or recommended discipline before such action is taken. Employees are entitled to union representation at such meetings.
- 13.1.2 Employees shall be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Union. All such letters will be placed in the employee's personnel file; however, the employee may also request that a rebuttal statement be included in the file as well.
- 13.3 Disciplinary Investigations and Meetings. In the investigation of matters that may lead to employee discipline, an employee shall be afforded an opportunity to request one (1) union representative to be present at this initial investigatory meeting. Employees shall be advised of their right to union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Employees are not entitled to Union representation at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed.
- 13.3.1 The presence of a representative shall not impair or impede the employer's investigation. Employees are required to provide responses to City inquiries relating to the basis for the meeting and potential disciplinary action. If the employee may be subjected to criminal charges, the employee will be informed to permit the employee to invoke the right to remain silent as provided by the Constitution, and discipline will not be based on the employee's decision to evoke this right.
- 13.3.2 If an employee is suspended prior to or during an investigation, he or she shall be in a pay status pending outcome of the investigation and/or disciplinary action.
- 13.4 Personnel Files. Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a business need for the access or as required by public records laws. 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 of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written

warnings shall be removed after two years if there are no additional related problems within that time.

13.5 Indemnification. The City shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney’s fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with the City. The City may elect not to provide indemnification for acts that the City in its own discretion determines were not undertaken in good faith, involve acts of misconduct, or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney’s Office or outside counsel as selected at the sole discretion of the City.

ARTICLE 14. WAGES

14.1 Wages:

2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
WWTP Supv	6,069.91	6,257.64	6,451.18	6,650.70	6,856.39	7,068.44	7,287.05	7,512.43
PW Supervisor	6,069.91	6,257.64	6,451.18	6,650.70	6,856.39	7,068.44	7,287.05	7,512.43
Engineer	6,539.20	6,741.44	6,949.94	7,164.89	7,386.48	7,614.93	7,850.44	8,093.24
2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
WWTP Supv	6,160.96	6,351.51	6,547.94	6,750.46	6,959.24	7,174.47	7,396.36	7,625.11
PW Supervisor	6,160.96	6,351.51	6,547.94	6,750.46	6,959.24	7,174.47	7,396.36	7,625.11
Engineer	6,637.29	6,842.56	7,054.19	7,272.36	7,497.28	7,729.15	7,968.20	8,214.64
2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
WWTP Supv	6,253.38	6,446.78	6,646.16	6,851.71	7,063.62	7,282.09	7,507.31	7,739.49
PW Supervisor	6,253.38	6,446.78	6,646.16	6,851.71	7,063.62	7,282.09	7,507.31	7,739.49
Engineer	6,736.85	6,945.20	7,160.00	7,381.45	7,609.74	7,845.09	8,087.72	8,337.86

14.2

Each employee in the association shall receive the following Cost of Living Adjustment (COLA) to base pay on January 1st of the year indicated:

- 2016 – 0%
- 2017 – 1.5%
- 2018 – 1.5%.

14.3 The parties agree that, if during the life of this Agreement City revenue decreases such that layoff of employees is imminent, the parties shall negotiate wage and benefit issues in an attempt to minimize or prevent layoff of current employees.

ARTICLE 15. HEALTH & WELFARE

- 15.1 **Premiums.** The City shall pay the full premium for the Medical/Vision and Dental health insurance plans for all employees and 90% of the premium for these benefits for the employee's dependants (spouse and children). The employee shall pay the remaining costs for dependants through a payroll deduction. The parties agree that if the City in its sole discretion determines that more affordable and comparable health care programs have become available during the life of this contract from those currently being purchased, the City may elect to change to any such program. The City will provide written notice to employees of the potential change, and will provide a 20 day comment period after which the City may in its sole discretion decide whether to modify or change the health care program.
- 15.2 **Long Term Disability Insurance.** The City shall provide and pay the cost of long term disability insurance from a plan selected by the City at its sole discretion 100% of the bargaining unit shall participate in this program.
- 15.3 **Equipment/Uniform:** The City will provide a uniform allowance of \$500 per year for protective work clothing for the Wastewater System Supervisor and Public Works Supervisor. All clothing purchases require pre-approval by the director. Shirts and jackets must identify the individual employee as a City employee, i.e. City Logo on left front pocket.
- 15.4 **Vehicles.** City owned vehicles shall be used only as authorized by policy adopted by the La Center City Council for transportation needs relating to official City business. No City vehicle shall be utilized for transportation to and from an employee's place of residence unless authorized in policy by the La Center City Council and approved in advance by the Mayor. The City reserves the right to revoke at any time the use of City owned vehicles for any purpose other than official City business.
- 15.5 **Mileage Allowance.** All employees required by the Employer to use their private vehicles for official business as directed by the Employer shall be compensated at the same rate per mile as provided by the I.R.S. at the time the mileage is incurred. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employee private vehicles. Compensation shall not be made for employees traveling to and from home to work.
- 15.6 **Cell Phone Allowance.** Due to their on-call status 24-hours per day the Wastewater System Supervisor and Public Works Supervisor will receive a cell phone allowance of \$100 per month. While engaging in City business or duties, employees shall not use a hand-held cell phone while operating a motor vehicle and doing so is cause of discipline. The City will report employee's cell phone allowances as taxable income.

ARTICLE 16. SCOPE AND DURATION

- 16.1 **Entire Agreement.** This Agreement and its appendices constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The City and the Union hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement during the term of this Agreement. With respect to subjects not covered by this

Agreement, the parties agree that the City may temporarily implement changes pending the outcome of any collective bargaining required by RCW 41.56.

16.2 Duration and Renewal. This Agreement shall be effective as of the date this Agreement is fully executed by the parties except for any such provisions as are mutually agreed in writing by the parties to be effective upon an alternative date. This Agreement shall remain in full force and effect through December 31, 2018.

FOR THE CITY OF LA CENTER:

By: 
Greg Thornton, Mayor

Date: 10-5-16

LCEEA

By: 
Sue Lawrence, President

Date: 10/3/2016

Acknowledged:


Suzanne Levis, City Clerk/Finance Director

Appendix A – Vacation accrual rates for employees hired before January 1, 2016

Completed Years of Service	Hours per pay period	Days per Year	Hours per Year	Max
Start	3.67	11	88	
1	4.33	13	104	192
2	4.67	14	112	216
3	5.00	15	120	232
4	5.33	16	128	248
5	5.67	17	136	264
6	6.00	18	144	280
7	6.33	19	152	296
8	6.67	20	160	312
9	7.00	21	168	328
10	7.33	22	176	344
11	7.67	23	184	360
12	8.00	24	192	376
13	8.33	25	200	392
14	8.67	26	208	408