

# **AGREEMENT**

**BETWEEN**

**THE CITY OF CHENEY**

**AND**

**TEAMSTERS UNION LOCAL 690  
EMERGENCY SERVICES DISPATCH**

**JANUARY 1, ~~2018~~ 2021**

**THROUGH**

**DECEMBER 31, ~~2020~~ 2023**

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## **PREAMBLE**

This agreement is made by and between the City of Cheney, a municipal corporation of the State of Washington, hereinafter referred to as the “Employer” and the Teamsters Union Local 690, hereinafter referred to as the “Union.”

## **ARTICLE 1. PURPOSE**

The purpose of the Employer and the Union in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and public safety, the morale and security of persons covered by this agreement, and harmonious relations, giving recognition to the rights and responsibilities of the City and the Union.

## **ARTICLE 2. DEFINITIONS**

As used herein, the following terms are defined:

- A. “Employer” means the City of Cheney, Washington.
- B. “Union” means Teamsters Union Local 690.
- C. “Employee” means all probationary, regular full-time, regular part-time, and relief Emergency Services Dispatch personnel (excluding the Chief of Police and auxiliary personnel and all other employees of the City of Cheney) in the bargaining unit (as described in subparagraph “D” hereof) covered by this agreement.
- D. “Bargaining Unit” as used herein means all probationary, regular full-time, regular part-time, and relief Emergency Services Dispatch personnel who are not excluded under the definition of “Employee.”
- E. “Salary” means the rate of pay so identified and set forth in Appendix “A” to this agreement.
- F. “Department” means the Cheney Emergency Services Dispatch.
- G. “Most recent hire” means the last date of hire excluding permitted leaves of absences, layoffs, and prolonged illnesses.

### ARTICLE 3. RECOGNITION

- A. The Employer agrees to recognize the Union as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employee in the bargaining unit (as defined in Article 2, Subparagraph "D").
- B. Work involving the performance of services within the classification contained herein is recognized as bargaining unit work and shall not be performed by any person not a member of the bargaining unit, except by Communications Supervisor(s). In order to provide break relief for dispatchers and for unforeseen emergency relief, work may be performed by other City of Cheney Police Department personnel and properly trained EWU Police Officers.

### ARTICLE 4. UNION SECURITY CLAUSE

- ~~A. It shall be a condition of employment that all employees of the Employer covered by this Agreement shall remain members in good standing; and those who are not members on the effective date of this Agreement shall on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union.~~
- ~~B. All full-time or regular part-time employees presently employed who are not members of the local Union shall, as a condition of employment, pay to the local Union, the employees' exclusive collective bargaining representative, a service fee equal to the regular and usual dues paid by other employees in the bargaining unit who are members of the local Union. This payment is to be made by deduction of wages and sent to the Union along with the regular dues deduction.~~
- ~~C. Any employee whose religion forbids him/her from joining or contributing to a union may not be required to do so as a condition of employment, but will pay equivalent amounts of dues and initiation fees to a charity. Any employee who claims this religious objection will be charged for grievance/arbitration process fees.~~
- ~~D. The Union agrees to hold Employer harmless for discharges made pursuant to Union request under Union security provision of this article.~~

The Employer recognizes the Teamsters Local 690 (hereinafter 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 and or contact the Washington State Public Employment Commission.

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) calendar days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card. The Union shall provide the Employer copies of the blank payroll deduction authorization card for distribution to new employees.

Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

Union payroll authorization cards are valid whether paper or electronic and either way the city agrees to keep a copy in a secure location which shall be made available for review to the Union.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Union and the Employer in accordance with the terms and conditions of their signed authorization card. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement's grievance procedure.

The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

## **ARTICLE 5. EMPLOYER RIGHTS**

Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. Any and all rights concerned with the management and operation of the Department are exclusively that of the

Employer unless otherwise provided by the terms of this Agreement. The Employer retains all management rights granted by the Common Law, Statutes, and City of Cheney Rules and Policies. The Union recognizes the Employer's right to manage, and further, that all rights concerned with the management and operation of the City of Cheney are exclusively that of the Employer, unless otherwise specifically provided by the terms of this Agreement. The City of Cheney also possesses the sole right and authority to establish public policy and direct the operation of the City in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement.

The Employer shall be required to maintain discipline and efficiency; and the management rights include, but are not limited to the following:

- Determining the City of Cheney's mission and policy, and setting forth all standards of service offered to the public
- Determining the methods, means, and number of personnel needed to carry out the City of Cheney's mission
- Planning, directing, controlling, and determining the operation of services to be conducted by the employees of the City of Cheney
- Determining which services are going to be performed
- Establishing work methods
- Establishing staffing levels
- Establishing qualifications for employment
- Directing the work force
- Making, publishing, and enforcing personnel rules and regulations
- Introducing new or improved methods, equipment, or facilities
- Contracting out for goods as provided by the policies and procedures of the City of Cheney, state law, or ordinance
- Maintaining work schedules and starting times
- Assigning work
- Disciplining, suspending, or discharging employees

## **ARTICLE 6. PERFORMANCE OF DUTY**

Employees shall perform their assigned duties to the best of their ability. The Union and Employer agree that there shall be no strikes, lockouts, slowdown, stoppage of work, or any interference with efficient operation of the Department during the term of this agreement.

## **ARTICLE 7. HOURS OF WORK**

- A. Employees shall work an eight- (8) hour shift including lunch and breaks. A normal shift shall consist of eight (8) consecutive hours. Employees shall be entitled to a total of sixty (60) minutes in break time, including mealtime, for each shift. The employee is aware that his/her break periods may be interrupted by emergency calls.
- B. Employees working three (3) or more hours longer than a normal eight- (8) hour workday shall be allowed at least one thirty- (30) minute meal period during the overtime period. The work week (Monday through Sunday), allowing consecutive days off, shall be composed of forty (40) hours per week, either in five (5) consecutive eight- (8) hour days or four (4) consecutive ten- (10) hour days. Regular part-time employees' work week will be adjusted accordingly to the hours they are scheduled to work, which normally is thirty-two (32) hours per week. Full-time regular employees shall be offered forty (40) hours' work or pay each work week. Any program change that may affect the hours worked will be discussed with the employees prior to implementation. The Employer agrees to consider information given by employees but will make the final decision. Rest periods shall be provided at the rate of not less than ten (10) minutes for each four (4) hours of working time. It is understood that the position is fixed post and breaks may not always be taken off station.
- C. It is hereby agreed between the City of Cheney Emergency Dispatch Services Teamsters Union Local No. 690 that the following conditions set forth and govern the terms and related contractual provisions addressing an Employer option four- (4) day, ten- (10) hour-per-day work week. Therefore, it is understood that employees shall work a scheduled four- (4) day, ten (10) hours per day shift in the following manner. A normal shift shall consist of ten (10) consecutive hours with three (3) consecutive days off. Employee shall be entitled to a total of seventy-five (75) minutes in break time, including mealtime, for each ten- (10) hour shift. The employee is aware that his or her break periods may be interrupted by emergency calls. Employees working two (2) or more hours longer than a normal workday shall be allowed at least one thirty- (30) minute additional meal period prior to or during the overtime period.
- D. The Employer agrees that in the event of a routine work week or shift change, a one- (1) week notice of such change shall be given to each employee before such change is made, except for a shift change of one (1) hour or less or unless an emergency exists as determined by the Chief of Police. Shift changes other than described above can be made by mutual agreement with the Employer and employees.
- E. Unless otherwise provided for call-ins or call-backs, an employee required to report for work may be offered no less than two (2) hours' work or pay. *The seniority list will be used when overtime is used to fill an absence of greater than two (2) hours. Absences of two (2) hours*

*or less that require overtime will generally be filled by extending the shift of the oncoming or outgoing dispatcher as appropriate.* The City and Union agree to deviate from the italicized system above for the purpose of exploring improvements; this will be done via Joint Labor-Management meeting(s). Upon mutual agreement of a modified system, the changes to this provision shall be codified by Letter of Agreement.

- F. Each employee shall provide a current address and phone number(s) to the department. Employees will be expected to return phone messages for shift coverage and other department matters in a timely manner. Employees will be given a period of time to respond to the offer that is reasonable to the situation before the next person on the list will be contacted. Any shifts that cannot be filled will then be offered to part-time or temporary employees, then supervisory employees. If the absence is still not filled, it will be management's right to deny the request.
- G. For the purpose of administration and for the ease of figuring the employees' benefits, as provided under Article 12 (Holidays) and Article 13 (Vacation, Education, Sick, and Military Leave, etc.) of the main agreement, days shall be converted to hours and paid accordingly. Payment allowance for the employees' Floating Holiday shall be designated and paid based on the daily amount of hours which coincide with the employees' scheduled work week in which the holiday is taken.

## **ARTICLE 8. OVERTIME**

### **A. Daily and Weekly Overtime**

- 1. All compensable hours (work) which has been authorized by supervisory or command personnel and is performed in excess of forty (40) hours at straight time in a seven- (7) day period (unless such work is caused by normal and routine shift rotation) shall constitute overtime and shall be paid for at one and one-half (1½) times the employee's straight time hourly rate unless otherwise provided herein. The above provisions pertaining to routine shift rotation must be in compliance with Fair Labor Standards Act (FLSA) requirements.
- 2. Bargaining Unit Members attending contract negotiation meetings outside of their regularly scheduled shift shall be paid at one and one-half (1½) times in compensatory time. The number of bargaining unit members compensated for any contract negotiation meetings shall not exceed two (2).
- 3. In the event of a situation requiring mandatory coverage, the supervisor will first ensure that all voluntary options have been exhausted including part time employees and the Director. When mandating employees, the supervisor will consider the practicalities of the schedule and then mandate the least senior employee that can cover. If the least senior employee has been mandated in the last 30 days and there are any other options, the next senior employee should be mandated and so on.



## B. Pay for Court Appearance and Department of Licensing

1. In the event an employee receives a direct order from within the chain of command to appear outside their regularly scheduled work hours, they shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate for the actual time with a minimum of two (2) hours.
2. In the event an employee receives a competent subpoena to appear and give testimony in any matter (excluding private civil matters not involving government agencies) which arose out of the employee's actions as an employee of the City, or in behalf of the City of Cheney, they shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate for actual time with a minimum of two (2) hours.
3. Any fees or other compensation paid to the employee for such testimony shall be remitted to the City.
4. In the event the above-included appearances are canceled less than twenty-four (24) hours prior to the scheduled appearance time, the City will guarantee a minimum of two (2) hours at one and one-half (1½) times the regular hourly rate.

## C. Compensatory Time

1. At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to ~~fifty (50)~~ **fifty-five (55) hours** of compensatory time off may be accumulated at the rate of time and one-half for all overtime hours worked. Accrual over fifty (50) hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year.
2. In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the Police Department if employees:
  - Give less than five days' written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
  - Request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Year's Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
  - Request the use of compensatory time during any special event.

The above list is not intended to be all-inclusive of situations that are unduly disruptive, but rather, is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

3. Employees may cash out accrued compensatory time, up to fifty (50) hours, by providing written request to either Human Resources or Payroll.

## **ARTICLE 9. SALARIES**

- A. The salaries of the employees covered by this agreement will be as set forth by the following table. The position of Lead Dispatcher will receive 5% compensation over the top step listed for Dispatcher.
- B. Monthly salaries shall increase as follows:
  - ~~2018: 3.0% increase over 2017 base wage~~  
2021 – 2.0% increase over 2020 base wage
  - ~~2019: 3.0% increase over 2018 base wage~~  
2022 – 2.0% increase over 2021 base wage
  - ~~2020: 3.0% increase over 2019 base wage~~  
2023 – 2.25% increase over 2022 base wage
- C. Relief Dispatchers shall receive step increases in line with regular dispatchers after accumulating 2,080 hours, with the City conducting a biannual review of hours worked. Relief Dispatchers will receive the same wage scale at an hourly rate based on hours worked.
- D. The City agrees to pay CTO pay at the rate of ~~3~~ 5% for actual time spent (hour for hour) actively training new dispatchers. City also agrees to pay ~~3~~ 5% stipend time spent (hour for hour) on remedial training as assigned by communications supervision.
- E. Employees receive a match to their 457 deferred compensation contribution up to \$75 a month on a dollar-for-dollar basis.

## **ARTICLE 10. HEALTH BENEFITS**

The City agrees to pay a portion of health benefits for all regular full-time employees. Part-time regular employees are entitled to prorated benefits per the City of Cheney Policies and Procedures.

- A. Medical Benefits

The City agrees to pay 85% of premium and the employee pays 15% of premium. The City and Union acknowledge that the current Association of Washington Cities (AWC) and Group Health plans shall be maintained for the term of this Agreement; further, that the Affordable Care Act may affect coverage. In the event of significant changes to current coverage, the City and Union shall meet to discuss the effects and consider options. Such meetings shall occur not less than sixty (60) days prior to a proposed change(s).

B. Dental Insurance

The City will pay the premium of the Teamster Dental Plan “B” for full family for the term of this agreement.

C. Optical/Vision Insurance

The City will pay the premium of the Teamster Optical Plan “V” for full family for the term of this agreement.

D. Life Insurance

The City will pay the premium of the AWC Group Life Insurance Term Policy for \$50,000 coverage for the employee for the term of this agreement. Additional insurance can be purchased by the employee at the employee’s expense.

E. Long-Term Disability Insurance

1. The City will pay the premium of the AWC Long-Term Disability Plan for the employee for the term of this agreement. The Plan will provide up to 60% after a ninety- (90) day waiting period, as per AWC requirements.
2. The City agrees to apply sick and vacation leave as a match to State Industrial Insurance payments to make a 100% paycheck for employees for injuries incurred in the line of duty only, for employees with more than two years with the City of Cheney who have carried an average of one hundred twenty (120) hours of sick leave over the past twelve (12) months. For employees with less than two (2) years’ employment, this provision will be based on a sliding scale and the employee must have averaged carrying a minimum of 50% of sick leave accrual they were eligible over their employment.

F. Employee Assistance Program

The City will pay the premium for the Employee Assistance Program, through the Association of Washington Cities, for full family coverage for the life of this contract.

G. Relief Employees

Employees replacing regular part-time employees shall be classified as Relief and are employees who work on an incidental basis to cover a specific department employment need. These employees shall qualify for participation in Medical Benefits, Dental Insurance, and

Optical/Vision Insurance under this Article on the completion of three (3) consecutive months of employment during a calendar year of employment. This is optional and at the employee's expense.

H. Voluntary Employee Beneficiary Association (VEBA) Accounts

The Union may take a VEBA vote each January for the establishment of VEBA accounts. They may vote on the restrictions to VEBA each January thereafter as needed.

Additionally, the City will contribute \$50/month into an individual VEBA account for each bargaining unit member.

I. Employer Dental and Optical Payment

The Employer shall pay each month into the Employee Benefits Trust Fund for dental and optical insurance as designed in B and C of this article, the amounts indicated on behalf of each employee who was compensated for eighty (80) hours or more in the month preceding the month in which the contribution is due. Benefits are prorated for part-time employees. This does not apply to Relief Dispatchers.

J. Extension of Insurance Benefits

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/her employment by the City because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave benefits, continue to be provided the City contribution toward group insurance benefits provided that for employees with more than two (2) years with the City of Cheney who have carried an average of one hundred twenty (120) hours of sick leave over the past twelve (12) months. For employees with less than two (2) years' employment, this provision will be based on a sliding scale and the employee must have averaged carrying a minimum of 50% of sick leave accrual they were eligible over their employment. An employee must have returned to work for a minimum of one hundred eighty (180) calendar days to qualify for another extension of benefits as provided in this section.

**ARTICLE 11. CLOTHING**

All Emergency Services Dispatch employees shall report for duty in a neat and presentable manner. Should the Employer require uniforms, such apparel shall be furnished by the Employer with a reasonable number of uniforms given the employees to accommodate this order.

**ARTICLE 12. HOLIDAYS**

- A. All 10 regular holidays shall be considered as paid holidays for employees under this contract. Those holidays are:

New Year's Day	Martin Luther King, Jr. Day	Presidents' Day	Memorial Day
Independence Day	Labor Day	Veterans' Day	
Thanksgiving Day	Day After Thanksgiving	Christmas Day	

Employees shall be compensated at the equivalent of two and one-half (2½) times their straight time hourly rate for all hours worked on a holiday. Relief dispatchers shall receive one and one-half (1½) times their hourly rate.

- ~~B. One nonlisted floating holiday shall be taken on a date to be determined by the employee, but subject to the approval of the department head and dependent upon work schedules, or may be taken in pay. Additionally, for each year of the 2018-2020 contract, bargaining unit members will receive one additional floating holiday, for a total of two per year.~~

One nonlisted floating holiday shall be taken on a date to be determined by the employee, but subject to the approval of the department head and dependent upon work schedules, or may be taken in pay. Additionally, employees with more than ten (10) years of service will receive one (1) additional floating holiday, employees with twenty (20) years of service will receive two (2) additional floating holidays. Additional annual floating holiday(s) may be taken by each bargaining unit member with supervisor's approval, so long as it does not create additional over time for the department.

- C. In the event the Mayor of the City of Cheney declares a holiday, it shall be granted or equally compensated.

**ARTICLE 13. VACATION, EDUCATION, SICK, AND MILITARY LEAVE;  
LEAVE WITHOUT PAY; ATTENDANCE AND EXCESSIVE ABSENTEEISM; JURY  
DUTY**

A. Vacation

1. Each bargaining unit employee shall accrue vacation time as set forth below, based on continuous length of service accumulated as of the most recent anniversary date of employment.
2. Vacation time shall accrue on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Annual Leave in Hours</u>
0 through 4 years	8 hours
5 through 9 years	10 hours
10 through 14 years	12 hours

15 through 19 years	14 hours
20 or more years	16 hours

3. The rate of annual leave pay shall be the employee's regular straight time rate of pay.
4. Annual leave shall be granted at the time requested by the employee with the concurrence of the department head and dependent upon workload.
5. Approximately September 1<sup>st</sup> of each year, the schedule for the following calendar year will be posted. Training dates that are known and special events such as football games that require extra staffing will be included. Once the schedule is posted, a vacation bid list will be provided, starting with the most senior employee. Each employee will have one week to make their selection(s) and forward the bid list on to the next senior employee. If an employee is not available, they may select through a proxy; otherwise, after one week the bid list will continue to the next senior employee to select. As soon as practical after the least senior employee has made their bid request, the Employer will publish the updated schedule after considering requests as well as agency program needs.
6. Employees may bid up to the number of vacation hours they will have on the books at the time of the requested vacation. Employees may not bid for days that have already been requested by a senior employee; however, they will be given the opportunity to note on the bid sheet that if the senior employee changes their vacation, they would like an opportunity for that block of time.
7. Nothing in the above paragraphs will preclude the right of an employee to request vacation leave, compensatory leave, or his/her personal holiday at any time. The Employer will consider said requests in relation to staffing needs, program needs, and the existing published vacation schedule, all of which will take precedence. These requests will be resolved on a first-come, first-serve basis.

#### 8. Scheduling Planned Leave

The city will attempt to grant all employees planned leave at the time they desire to take it. However, Central Dispatch must maintain adequate staffing at all times. Therefore, planned time off must be scheduled in advance and with prior written approval. Only one employee will be granted vacation, comp, or floating holiday time off per day. (For purposes of this policy, shifts that begin on 1 calendar day and end on the next will be considered as taking place on the calendar day that the bulk of the hours are assigned.) Once leave is granted for an employee and posted on the schedule, leave during that day should not be requested by any other employee.

Where conflicts develop, preference will be given to vacation shift bids then the employee who made the earliest request.

9. An employee who ceases to be an employee of the Employer shall receive a sum of money equal to their former regular salary for any accrued vacation time which has not been provided; however, in the event an employee fails to give the Employer at least ten (10) calendar days' written notice before quitting, the foregoing termination vacation pay shall be forfeited.
10. Subject to the approval of the Chief, the Employer will grant up to a maximum of five (5) days' emergency leave and personal leave per year for serious illness or death in the employee's immediate family. The immediate family shall be defined as spouse or domestic partner, children, mother, father, brothers, sisters, father-in-law, mother-in-law, grandparents, grandchildren, or other relatives living in the employee's household. Leave granted may be deducted from the employee's sick leave and/or vacation as the employee designates.

#### B. Education Leave

With thirty (30) days' notice the City may grant up to four (4) months' leave of absence without pay for the purpose of educational study at a recognized college or university. The City will consider paying the employee's tuition for a specific class that will show benefit to the City as well as the employee. Such class or program must be approved by the Mayor or his/her designee. The employee need not be on leave to participate. This benefit is to be considered nongrievable.

#### C. Sick Leave

1. Sick leave shall accrue at the rate of one (1) day for each full month of service. Sick leave shall accrue for each month in which the employee is compensated for eighty (80) or more hours of work and shall be prorated commensurate with hours worked. Sick leave shall accrue to a maximum of one hundred twenty (120) days (i.e., 960 hours). Section 6.3 of the Cheney Personnel Rules shall govern reasons for sick leave.
2. Employees are eligible for sick leave for the following reasons:
  - a. Nonoccupational personal illness or physical disability
  - b. Quarantine of an employee by a physician for a nonoccupationally related disability
  - c. Illness in the immediate family requiring the employee to remain at home per regulations set forth by the Family Medical Leave Act and the Family Care Act of the State of Washington
3. Upon eligibility for retirement or full disability or in the case of death of the employee, twenty-five percent (25%) of the accrued sick leave for Emergency Services Dispatch Personnel will be paid to employees or their beneficiaries in the final check.

4. Employees may convert accrued sick leave in excess of one hundred twenty (120) days to vacation at the same rate of one (1) day of vacation for every four (4) days of sick leave converted. The sick leave cap shall remain at one hundred twenty (120) days.

#### D. Military Leave

1. Any employee of the City 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 City 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. In addition, all regular full-time or part-time employees (who have completed their first three months of employment) receive unpaid military leave of up to two (2) weeks for each instance of military service in compliance with USERRA 94.
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 reinstatement in accordance with the provisions of the State Law (Ch. 73.16 RCW) and USERRA 94.
3. An employee promoted to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position he/she had previously held or any other equivalent position.
4. A new employee hired to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be placed in as nearly equal a vacant position as may exist, or if no such position exists, may be subject to layoff.

#### E. Leave Without Pay

Upon written request of the employee, the Mayor or his/her designee, after consultation with the respective department head, may grant a regularly scheduled employee leave of absence without pay not to exceed six (6) months. Approval of such leave shall be in writing and signed by the Mayor or his/her designee. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position. The employee may continue medical, dental, optical, and other insurances by paying the premiums.

#### F. Attendance and Excessive Absenteeism

1. Attendance and punctuality are important to the efficient operation of the City's Central Dispatch Department. Good attendance and punctuality are essential components of



good employee performance and are measured by objective standards. Poor attendance and tardiness disrupt the City's ability to deliver necessary services in a timely and effective manner.

2. Each employee shall be responsible for being present at the correct time for each day. On occasion employees may have reason to be absent from work. On these occasions employees are expected to contact their supervisor at least two (2) hours before their scheduled starting time on the first day and each subsequent day of an unscheduled absence, i.e., due to a personal or dependent illness or an emergency. Employees must indicate the reason and probable duration of the absence.
3. If the City has reason to believe an employee may be abusing his or her sick leave, the following steps will be initiated:
  - a. The supervisor or Department Head shall take the appropriate and necessary steps to identify the basis for the leave and attempt to resolve the problem without resorting to disciplinary action.
  - b. The City may call a labor management meeting among the employee suspected of abusing sick leave, the employee's supervisor, the employee's Union representative, and the City Administrator (or his/her designee), at which time a documented account of the employee's sick leave use will be presented to him or her.
  - c. The employee shall then have five (5) working days to research the information provided to him or her to substantiate and justify or not justify the excessive use of sick leave.
  - d. If the employee is unable to show justification or cause for the excessive use of sick leave, he or she shall be given up to ninety (90) days to correct the performance and/or to bring the use of sick leave under control. If it is to be less than ninety (90) days, the amount of time necessary shall be mutually agreed upon between the City and the Union.
  - e. If, after the expiration of the time period described in paragraph 4 above, the employee does not succeed in bringing his or her sick leave use under control, the City may then implement any necessary and appropriate disciplinary action up to and including discharge.

#### G. Jury Duty

An eligible employee who is duly summoned to any court for the purpose of jury service shall be entitled to receive regular pay during such service for all regularly scheduled work hours up to a maximum of 80 hours in a calendar year.

Procedures:

1. Employee must immediately inform their supervisor upon receipt of a jury duty summons. Department requires an employee to bring in the jury duty summons for verification.

2. While serving in court, an employee working other than a normal day shift will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work.
3. An employee is not entitled to overtime or to a change in work schedule should jury service fall on a City holiday, a regularly scheduled day off, or when serving on night court.
4. If not required to appear in court prior to 10:00 a.m., an employee must report to work, provided there is sufficient time to arrive at court when required.
5. Employees must report to work if released from jury duty service in time to arrive at work at least 2 hours prior to the completion of the shift
6. Employees may keep any compensation received from the court for their service.

#### **ARTICLE 14. TRAINING SESSIONS AND DEPARTMENTAL MEETINGS**

- A. Mandatory training which requires an employee to attend during his/her off-duty hours will be compensated at one and one-half (1½) times the employee's regular wage.
- B. Approved training which is not mandatory may be compensated at straight time as monthly wages or compensation time at the employee's option.
- C. The City will make provisions for such annual training, when annual training is required.
- D. Department meetings requiring attendance, but which are for purposes other than training, shall be paid at a premium of two (2) hours for each employee.
- E. The above provisions, A through D, must be in compliance with FLSA requirements.
- F. The Employer shall make available and offer a reasonable number of paid hours, up to thirty-six (36) hours (recognizing that there are a limited number of appropriate training workshops available) per contract year for the purpose of an employee educational advancement program to enhance their performance on behalf of their employment as an Emergency Services Dispatcher with the City of Cheney. The City will offer programs for the employee's choice; however, if the employee chooses not to participate, the City will not be liable for the compensation to that employee.
- G. Any instructional course, educational program, and introduction to new or changing methodology or technology is considered to be training. Supervisors' meetings, organizational meetings for problem-solving, or meetings to hear input prior to major decisions may not be training.

## **ARTICLE 15. ENTIRE AGREEMENT**

- A. 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.
- B. The parties acknowledge that each has had the unlimited right and opportunity to make 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 the agreement.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

- A. General Conduct, Discipline, Termination, and Appeal; Personnel Rules and Regulations
  - 1. Personal Appearance and Conduct. It shall be the responsibility of all employees to represent the City to the public in a manner that shall be courteous, efficient, and helpful.
    - a. Public relations shall be an integral part of each employee's job.
    - b. All employees shall be neat and clean in appearance, and shall conduct themselves in a manner which is appropriate for an employee in the public service.
    - c. Employees shall be courteous, efficient, and helpful to everyone in their work and shall do the best job possible on every assignment.
  - 2. Purpose of Disciplinary Action. The City will attempt at all times to operate its business in the most efficient, economical, and orderly manner consistent with good management practices. All employees shall conduct themselves in a manner that will be consistent with established rules and regulations. Disciplinary action is not intended primarily to be punitive, but rather to maintain the efficiency of day-to-day operations and to keep sound principles of human relations in City service.
  - 3. Causes for Disciplinary Action. All appointed employees may be subjected to disciplinary action for cause, including but not limited to:
    - a. Drinking intoxicating beverages or the use of restricted drugs on the job, or arriving on the job under the influence of intoxicating beverages or drugs
    - b. Violation of a lawful duty
    - c. Insubordination

- d. Breach of discipline
  - e. Being absent from work without first notifying and securing permission from the employee's supervisor
  - f. Being habitually absent or tardy for any reason
  - g. Misconduct which, in the judgment of the appointing official, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service
  - h. Conviction of a felony; conviction of a misdemeanor involving moral turpitude
  - i. Using religious, political, or fraternal influence in duty-related matters
  - j. Accepting fees, gifts, or other valuable items in the performance of the employee's official duties for the City
  - k. Inability to perform the assigned job
  - l. Misstatements on the application
  - m. Sexual harassment
  - n. Violation of any ordinance, directives, or policy of the City or department operating procedure or regulations
  - o. Violation of safety rules; personal conduct at work that is dangerous to others
  - p. Conviction of a felony or misdemeanor which could adversely impact the employee's ability to perform the duties of his/her position
  - q. Interfering with or disrupting the work of other employees on the job
  - r. Negligent or willful damage to the City's property; waste of supplies and equipment; theft
  - s. Fighting on the job
  - t. Discourteous treatment of the public or other employees
4. Forms of and Procedure for Disciplinary Action. The degree of discipline administered must depend on the severity of the infraction and must be in accordance with any appropriate labor contracts, and if applicable, Civil Service Rules and Regulations. It is the responsibility of the supervisor to evaluate thoroughly the circumstances and facts as objectively as possible. The supervisor will then apply the most suitable form of discipline to the best of his/her knowledge and discretion.

There are several types of disciplinary action which may be applied to discourage detrimental behavior or actions.

a. Oral Warning

- 1) Talk to the employee in private.
- 2) This type of discipline should be applied for infractions of a relatively minor degree. Supervisors should at all times inform the employee that he/she is administering an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the person will be subject to more severe disciplinary measures.
- 3) A notation that an oral warning was given should be made for the employee's personnel file.

b. Written Warning

- 1) This notice will be issued by the supervisor in the event the employee continues to disregard an oral warning, or if the infraction is severe enough to warrant a written record in the employee's personnel file.
- 2) The supervisor will set forth in the warning notice form the nature of the infraction in detail and will sign the notice. He/she will discuss the warning notice with his/her immediate supervisor, then with the employee, to be certain that the employee understands the reasons for the disciplinary action.
- 3) A copy of the warning notice is to be handed to the employee at the time of the discussion of the discipline. The original copy is to be placed in the employee's personnel file.

c. Suspension

- 1) This form of discipline is administered as a result of a severe infraction of rules, standards, or for excessive violations after the employee has received a written warning and has not shown satisfactory improvement in his/her performance. This is the most severe form of discipline given by a supervisor short of termination. It should be applied only after a thorough evaluation by the department head or his/her designated representative. The suspension may be with or without pay. The supervisor recommending such disciplinary action should discuss the suspension with his/her immediate supervisor.
- 2) Suspension may occur without written warnings if the incident is so severe as to jeopardize the health and safety of others or for a severe violation of statutes, laws, ordinances, or rules.

- 3) The supervisor shall set forth all facts leading to the reason for the disciplinary suspension, and the duration of the suspension on a disciplinary action form. He shall then inform the employee of the disciplinary action, making certain that the employee is fully aware of the reasons for such action. The original copy of the disciplinary action form is to be placed in the employee's personnel file with a copy given to the employee.
- 4) When the employee returns from a period of disciplinary suspension, the supervisor should make certain that the employee gets back to the job with as little injury to his/her self-respect as possible.
- 5) The Mayor or his/her designee must approve all suspensions.

d. Discharge

- 1) Prior to a supervisor taking action on the discharge of an employee, the supervisor must discuss his/her recommendation for discharge with the Mayor or designated representative, to be certain that all facts have been reviewed and that there is thorough justification for the discharge action. The supervisor must be certain of all facts influencing his/her decision to discharge an employee, and should attempt at all times to be as objective as possible in the evaluation of the circumstances leading to the discharge.
- 2) If, in the opinion of the supervisor, the infraction is so severe as to necessitate immediate termination, the supervisor should take action by placing the employee on suspension until circumstances are reviewed with the Mayor or his/her designated representative prior to final discharge action.
- 3) The employee must be given an opportunity to meet with his/her supervisor, Department Head, City Administrator, or Mayor to give an explanation of the undesirable behavior or violation. The employee may be accompanied by a responsible person of his/her choosing to act as a representative or witness.
- 4) Discharge will be made only by the Mayor.

B. Grievance Definition, Procedure, and Time Limits

1. Definition. A grievance is defined as a claim or dispute by an employee with respect to the interpretation or application of the provisions of this agreement.
2. Procedure. Grievances shall be settled in the following manner.
  - a. The Union, upon receiving a complaint, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

- b. If the grievance does exist, reduce the same to writing, signed by the employee and, with or without employee, present the grievance to the Chief of the Department within thirty (30) calendar days of the alleged occurrence.
  - c. If within ten (10) calendar days, the grievance has not been settled, it shall then be submitted to the Mayor for his/her written response within (30) thirty calendar days of receipt.
  - d. If the grievance is still not resolved, both parties agree to refer the matter to arbitration.
  - e. The arbitrator shall be a member of the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) and shall be selected in accordance with the established procedures of the AAA or FMCS, depending on which agency is used. The cost of the arbitrator shall be borne by the losing party; in the event there is no loser the costs shall be borne equally. Each party shall be responsible for its own expenses of representation. In the event there is a cost associated with the rental of a facility to conduct any arbitration proceedings the parties shall mutually agree to share such expenses equally. The arbitrator shall render his decision based on the interpretation and application of the agreement. The arbitrator's decision shall be final and binding.
  - f. The arbitrator shall confine him/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or her. The arbitrator shall not have any authority to change or modify the provisions of this agreement, but shall be authorized only to interpret existing provisions of this agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall identify the loser (if there is one) in his or her decision.
3. Time Limits. The Employer and Union can, by mutual agreement, extend the time limits of any of the above steps.

## **ARTICLE 17. UNION PARTICIPATION**

Prior to the submission of the preliminary budget to the City Council the Mayor or his/her authorized representative may meet with the Union at reasonable times each year to discuss fringe benefits and wage rates of members of the bargaining unit, in order to give full consideration to such items.

## **ARTICLE 18. OTHER DUTIES AND PROVISIONS**

A. New Duties

The City agrees to discussing with the Union any other new duties assigned to or requested of the Emergency Service Dispatch Department. In the event that no agreement is reached between the two parties concerning new duties, the matter will be brought before the Civil Service Commission for resolution or may be submitted to Article 16, Grievance Procedure.

B. Seniority

1. Probationary Period. No person shall be appointed to a regular position until he/she has satisfactorily served a probationary period of one (1) year. Persons reemployed who have formerly acquired regular status in the class shall be subject to probation under the same conditions of employment as any other beginning employee (Civil Service Rule 11.01).
2. Seniority List. Once an employee has completed the probationary period, his or her name shall be added to the seniority list and his/her seniority shall be dated back to the first date of hire.
3. Seniority Schedule. The City agrees to the following seniority schedule as of the date of this contract. Seniority shall prevail by order of listed names for those employees whose hire date is the same.

<u>Dispatcher</u>	<u>Date of Hire</u>
<del>Don Caterson</del>	<del>02-24-1999</del>
<del>Thomas Hall</del>	<del>03-01-2008</del>
<del>Valerie Richey</del>	<del>12-01-2008</del>
<del>Amber Ellis</del>	<del>08-14-2011</del>

Benjamin James	11-12-2012
James Huntsman	4/1/2019
Nathan Phillips	5/10/2019
Kathryn Meyer	10/5/2020
Scott Enquist	9/1/2021

<u>Relief Dispatch</u>	
Valerie Richey	12-01-2008

The City agrees to recognize the principle of seniority when laying off, rehiring, increasing, and reducing work hours with due consideration given to the ability of the employees involved to perform the available work.

If any member of the bargaining unit is promoted to the nonunion position of Communications Supervisor (or above) and for whatever reason is brought back to a Union position, that person will be returned to the Union with the same seniority credit as when they left the Union position.

4. Controversy Resolution. Should controversy arise from the application or interpretation of this clause, the City and Union agree to meet and attempt to settle the matter within seven (7) work days. Should the matter remain unresolved, it may be submitted to the grievance procedure, as provided under Article 16 of this agreement.



5. Breaking Seniority. Seniority (and hours worked towards accruing seniority) will be broken by termination, failure to report within three (3) days of notice to return to work after a layoff, or when laid off for longer than twelve (12) months, or absent from work by any reason of sickness or injury for longer than twelve (12) months, unless extended by mutual agreement between the City and the Union.

C. Drug-Free Workplace and Alcohol Testing Policy

It is understood that federal regulations make certain requirements for municipal employers to follow and enforce. The City of Cheney presently has a policy that meets minimal requirements. It is also understood that these policies are subject to bargaining and such will continue outside of this contract.

D. Tobacco Policy

It is understood that the City is a tobacco-free worksite, and the Union agrees to abide by the “No Tobacco” policy of the City of Cheney.

**ARTICLE 19. SAVINGS CLAUSE**

Should any provision of this agreement be found to be in violation of any federal, state, or local law, all other provisions of this agreement shall remain in full force and effect for this agreement.

**ARTICLE 20. DURATION OF THIS AGREEMENT**

This agreement shall become effective January 1, ~~2018~~ 2021, and shall remain in effect through December 31, ~~2020~~ 2023. In the event negotiations for a new agreement have not been completed by January 1, 2024, the provisions contained in this agreement may remain in effect by mutual agreement until the conclusion of the negotiations for a new agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Cheney

Teamsters Union Local 690

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Mayor

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City Administrator

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