

**WORKING AGREEMENT**  
**BETWEEN**  
**THE CITY OF CHENEY**  
**AND THE**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES**  
**LOCAL 270-S, AFSCME**  
**2018 - 2021**

**LOCAL 270-S, AFSCME  
TABLE OF CONTENTS**

**PREAMBLE ..... 3**

**ARTICLE 1 – RECOGNITION ..... 3**

**ARTICLE 2 - UNION SECURITY ..... 3**

**ARTICLE 3 - CHECK-OFF ..... 3**

**ARTICLE 4 - HOURS OF WORK ..... 4**

**ARTICLE 5 – HOLIDAYS ..... 5**

**5.1 - HOLIDAYS RECOGNIZED AND OBSERVED:..... 5**

**5.2 - LONGEVITY - ADDITIONAL FLOATING HOLIDAYS BASED ON YEARS OF SERVICE:..... 5**

**ARTICLE 6 - ANNUAL LEAVE ..... 6**

**6.1 - ELIGIBILITY AND ALLOWANCE: ..... 6**

**6.2 - ANNUAL LEAVE PERIOD: ..... 6**

**6.3 CHOICE OF ANNUAL LEAVE PERIOD: ..... 6**

**6.4 - WORK DURING VACATION PERIOD: ..... 6**

**6.5 - VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION: ..... 6**

**ARTICLE 7 - SICK LEAVE ..... 7**

**7.1 - ALLOWANCE/ATTENDANCE: ..... 7**

**7.2 - SICK LEAVE ACCRUAL ..... 7**

**7.3 - COMPASSIONATE LEAVE: ..... 7**

**7.4 - SICK LEAVE COMPENSATION ..... 7**

**7.5 - EXCESSIVE ABSENTEEISM: ..... 8**

**7.6 – VOLUNTARY EMPLOYEE BENEFITS ACCOUNT (VEBA) ..... 8**

**ARTICLE 8 - LEAVES OF ABSENCE WITHOUT PAY ..... 9**

**8.1 - ELIGIBILITY REQUIREMENTS:..... 9**

**8.2 - APPLICATION FOR LEAVE: ..... 9**

**8.3 - OTHER REQUIREMENTS: ..... 9**

**ARTICLE 9 - PAID LEAVES OF ABSENCE ..... 9**

**9.1 - JURY DUTY:..... 9**

**9.2 - MILITARY LEAVE: ..... 9**

**9.3 - ON-THE-JOB INJURY: ..... 10**

**9.4 - INSURANCE EXTENSION:..... 10**

**ARTICLE 10 - WAGES ..... 10**

**10.1 - WAGE SCHEDULE: ..... 10**

**10.2 - OVERTIME:..... 11**

<b>10.3 - STANDBY PAY:</b> .....	<b>11</b>
<b>10.4 - COMPENSATION TIME:</b> .....	<b>11</b>
<b>10.5 - OVERLOAD PAY:</b> .....	<b>12</b>
<b>10.6 - PAY SCHEDULE:</b> .....	<b>12</b>
<b>10.7 - DEFERRED COMPENSATION:</b> .....	<b>12</b>
<b>ARTICLE 11 - SENIORITY</b> .....	<b>12</b>
<b>11.1 - DEFINITION:</b> .....	<b>12</b>
<b>11.2 - PROBATION PERIOD:</b> .....	<b>12</b>
<b>11.3 – COMPUTING SENIORITY</b> .....	<b>13</b>
<b>11.4 - SENIORITY LIST:</b> .....	<b>13</b>
<b>11.5 - WORK-FORCE CHANGES</b> .....	<b>13</b>
<b>11.6 - DEFINITIONS</b> .....	<b>15</b>
<b>ARTICLE 12 - DISCIPLINE AND DISCHARGE</b> .....	<b>15</b>
<b>12.1 - DISCIPLINE:</b> .....	<b>15</b>
<b>12.2 - SUSPENSION AND DISCHARGE:</b> .....	<b>15</b>
<b>12.3 - SETTLEMENT AND DISPUTES/GRIEVANCE AND ARBITRATION PROCEDURES:</b> .....	<b>15</b>
<b>ARTICLE 13 - STRIKES AND LOCKOUTS</b> .....	<b>16</b>
<b>ARTICLE 14 - GENERAL PROVISIONS</b> .....	<b>17</b>
<b>14.1 - NON-DISCRIMINATION:</b> .....	<b>17</b>
<b>14.2 - UNION ACTIVITIES ON EMPLOYER’S TIME AND PREMISES:</b> .....	<b>17</b>
<b>14.3 - PERSONNEL RULES AND REGULATIONS:</b> .....	<b>17</b>
<b>14.4 - RANDOM DRUG AND ALCOHOL TESTING</b> .....	<b>18</b>
<b>14.5 - BENEFITS:</b> .....	<b>18</b>
<b>14.6 - RESIGNATION:</b> .....	<b>19</b>
<b>14.7 - RECLASSIFICATION:</b> .....	<b>19</b>
<b>14.8 - WORKING OUT OF CLASSIFICATION:</b> .....	<b>19</b>
<b>ARTICLE 15 - MANAGEMENT RIGHTS</b> .....	<b>19</b>
<b>ARTICLE 16 - LABOR/MANAGEMENT MEETINGS</b> .....	<b>20</b>
<b>ARTICLE 17 - SUPPLEMENTAL CLAUSE</b> .....	<b>20</b>
<b>ARTICLE 18 - SAVINGS CLAUSE</b> .....	<b>21</b>
<b>ARTICLE 19 – TERMINATION</b> .....	<b>21</b>
<b>APPENDIX A - UNION CLASSIFICATIONS</b> .....	<b>22</b>

## **LOCAL 270-S, AFSCME**

### **PREAMBLE**

This Agreement is entered into by the City of Cheney, hereinafter referred to as the Employer, and Local 270-S and the Washington State Council of County and City Employees, hereinafter referred to as the Union.

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other working conditions of employment for all full time regular employees whose classifications are listed in Appendix A Job Classifications, attached hereto. Should classifications be added to or subtracted from the Bargaining Unit during the course of this Agreement, Appendix A shall be updated to reflect these changes.

### **ARTICLE 2 – UNION SECURITY**

- 2.1.1 Any present or future employee listed in Appendix A who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a representation fee as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement, after receiving thirty (30) days written notice from the Union, will be liable to the Union for the payment of the representation fee plus any and all expenses and costs in seeking recovery of this amount.
- 2.1.2 Each employee shall be protected by RCW 41.56.122(1).
- 2.1.3 The Union agrees to defend, indemnify, and hold harmless the City of Cheney against any and all claims, suits, orders or judgments brought or issued against the City of Cheney or its agent as a result of any action taken or not taken under the provisions of this Article.

### **ARTICLE 3 – CHECK-OFF**

- 3.1.1 The Employer agrees to deduct any Union membership dues or representation fees, once each month, from the pay of those employees who individually authorize in writing, that such deductions be made. The amounts to be deducted shall be certified by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Washington State Council of County and City Employees after such deductions have been made.

## ARTICLE 4 - HOURS OF WORK

Except as Otherwise Agreed:

- 4.1** The provisions of 4.1 and 4.2 shall not apply to exempt employees as listed in Appendix A.
- 4.1.1** The normal hours of work each day for full time employees shall be consecutive eight hour days, Monday through Friday inclusive, with the exception of regular part-time employees and for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.
- 4.1.2 Work Week:** The normal work week for full time employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive or any portion thereof as applies to less than one hundred percent (100%) employees. A work schedule of four (4) ten hour (10) days may be established by mutual agreement between the City and the Union. Any changes to above work hours will be by mutual agreement.
- 4.1.3 Work Day:** Normally, eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at 12:00 a.m. shall constitute the regular work day for full time employees.
- 4.1.4 Work Shift:** Normally, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Employees less than full time may work a different shift such as four six hour days, three eight hour days or as otherwise designated by the City. (Exceptions as noted in 4.1.)

The City and the Union may mutually agree to other shift or hours of work arrangements as needed.

- 4.2.1 Rest Periods:** All employees work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible.
- 4.2.2 Meal Period:** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

### **4.3 Definition of Employees**

Full Time Regular Employees – Employees who regularly work a minimum of 37 ½ hours per week. These employees are eligible for 100% of benefits.

Part Time Regular Employees – Employees who regularly work more than 20 hours per week but less than 37 ½ hours per week. These employees shall receive benefits pro-rated to hours worked.

Part Time Employees – Employees who work less than 20 hours per week. These employees do not receive benefits.

Temporary Employees described as:

Provisional Employees may work for up to one calendar year and are not eligible for benefits.

Part Time and Full Time Seasonal Employees who work for up to 180 calendar days serve at the pleasure of the Mayor notwithstanding any other provision in this contract, temporary employees as defined herein shall serve at the pleasure of the City and may be terminated without cause.

## **ARTICLE 5 – HOLIDAYS**

### **5.1 - Holidays Recognized and Observed:**

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	At Employee's Choice

One Professional Day (Use it or lose it – no cashout, no carryover-For Exempt Only)

Any holiday declared by the City Council

The floating holiday is to be determined by the employee's request, subject to the approval of the department and dependent on the work load. The floating holidays shall be scheduled on a first come basis and taken in the applicable calendar year.

Eligible employees shall receive one (1) regular day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday. If an employee works on any of the holidays listed he/she shall be paid at the rate of time and one-half (1-1/2) in addition to the holiday pay.

### **5.2 – Longevity:**

As a reward for years of service to the city, employees reaching the stated milestones below will receive additional annual floating holidays on the following schedule:

20 - 24 years of service	1 additional floating holiday/year
25 - 29 years of service	2 additional floating holidays/year
30+ years of service	3 additional floating holidays/year

## ARTICLE 6 - ANNUAL LEAVE

### 6.1 - Eligibility and Allowance:

Every employee shall be eligible for paid vacation after six (6) months service with the Employer. Employees shall start to earn annual leave allowance as of their date of hire. Annual leave shall be earned by an employee for any month in which the employee is compensated for eighty (80) or more hours of work and the leave shall be prorated to hours worked.

<u>Length of Service</u>	<u>Annual Amount</u>
0 through 4 years	12 days
5 through 9 years	15 days
10 through 14 years	18 days
15 through 19 years	21 days
20 or more years	24 days

### 6.2 - Annual Leave Period:

The rate of annual leave pay shall be the employee's regular straight time rate of pay.

### 6.3 - Choice of Annual Leave Period:

Annual leave shall be granted at the time requested by the employee with the concurrence of the department head and dependent upon workload. If the projected work demands make it necessary to limit the number of employees on vacation, the employee with the greater seniority may be given preference on his/her annual leave request.

Vacation schedules shall be posted.

For the purposes of this Article, seniority is defined as total length of service with the City.

While employees may carry a higher balance at any time throughout the year, annual leave periods will be limited to a carryover of thirty (30) days as of the first calendar day of each year.

### 6.4 - Work During Vacation Period:

Any employee who is required to return from vacation and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) his/her regular rate. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request. Any employee may return to work at the request of the Employer and be paid at his/her regular rate, but shall have the option to refuse without any threat of discrimination. This Article does not apply to FLSA Exempt employees.

### 6.5 - Vacation Rights in Case of Layoff, Separation or Death:

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

## **ARTICLE 7 - SICK LEAVE**

### **7.1 - Allowance/Attendance:**

Attendance and punctuality are important to the efficient operation of the City. 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.

Each employee shall be responsible for being present at the correct time each day. On occasion employees may have reason to be absent from work. On these occasions, employees are expected to contact their Supervisor at a reasonable time 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.

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay up to the amount of sick leave accumulated or accumulated.

### **7.2 - Sick Leave Accrual:**

Employees shall start to earn sick leave from their first date of hire, and they may accumulate sick leave to a total of one hundred eighty (180) days. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for eighty (80) or more hours of work and shall be prorated per hours worked. Any accumulation over one hundred twenty (180) days shall be added to vacation time at the rate of one (1) day for every four (4) days sick leave accumulated at the employee's choice.

### **7.3 - Compassionate Leave:**

Employees will be allowed five (5) days off with pay due to a serious illness or death in an employee's immediate family. Such time will be deducted from the employee's sick leave or vacation account at the employee's discretion. The definition of immediate family shall include mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, grandparents and grandchildren, domestic partner or others residing in the employee's household as stated in the Family and Medical Leave Policy. All employees are covered under the City Family Medical Leave Policy. The City Family Medical Leave Act shall state that employees may retain forty (40) hours of sick leave and forty (40) hours of vacation leave during the medical leave.

The Family Care Act provides for use of sick leave for care of sick children.

### **7.4 - Sick Leave Cash Out:**

**7.4.1** Upon retirement or death employees can cash out sick leave up to one hundred eight (180) days at the following rate: Zero to two hundred forty (240 hours at 100% (100%) and the remainder at a four to one (4 to 1) ratio.

**7.4.2** Employees covered by PERS I: In the event of separation or retirement, an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. The remaining sick leave accumulation shall be paid according to the present compensation levels identified in Article 7.4 of the



contract, less that accumulation during the highest consecutive twenty-four (24) months of compensation.

- 7.4.3** Upon voluntary separation or layoff employees can cash out sick leave at the rate of four to one (4:1) for all hours over four hundred eighty (480) if separation is for a non-disciplinary reason.

**7.5 - Excessive Absenteeism:**

Sick leave is granted for use regarding medical need or bereavement only. Inappropriate use of sick leave for other than sick leave purposes can be cause for disciplinary action. If excessive absenteeism by a full time or part time regular employee is declared by the City Administrator the following steps will be initiated. ( Illness or absence documented by a physician being the exception to this rule.)

- 7.5.1** The 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.

- 7.5.2** The City may call a labor management meeting between 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.

- 7.5.3** 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.

- 7.5.4** 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 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.

- 7.5.5** 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.

**7.6 Voluntary Employee Benefits Account (VEBA):**

In 2018, the City agrees to implement an Employee VEBA account and will make contributions to each Employee's VEBA account at the following rate each year of the contract for all Local 270-S employees:

- Effective 01/01/18 - \$60 per month
- Effective 01/01/19 - \$70 per month
- Effective 01/01/20 - \$80 per month
- Effective 01/01/21 - \$90 per month

For 2021, should the City's financial situation deteriorate to the point where the VEBA contribution is unfeasible, the City reserves the right to invoke an opener to discuss the level of VEBA contribution.

## **ARTICLE 8 - LEAVES OF ABSENCE WITHOUT PAY**

### **8.1 - Eligibility Requirements:**

Employees shall be eligible for leaves of absence after one (1) year service with the Employer.

### **8.2 - Application for Leave:**

Upon written request of the employee, the Mayor or his/her designee, after consultation with the respective department head, may grant a regular employee leave of absence without pay not to exceed two months. Approval of such leave shall be in writing and signed by the Mayor or his/her designee. No vacation or sick leave benefits shall accrue while an employee is on leave 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 an equivalent position.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Employees shall be eligible for emergency leave of absence after thirty (30) days service.

### **8.3 - Other Requirements:**

Employees shall be entitled to such unpaid leave as may be mandated by State and/or Federal Law.

## **ARTICLE 9 - PAID LEAVES OF ABSENCE**

### **9.1 - Jury Duty:**

It is the civic obligation of each employee to serve on jury if he/she is called. Upon notice, a Bargaining Unit employee shall provide his or her Supervisor written notice that he/she has been directed to report for jury duty. Should City service needs require it, the City may request that the employee ask the court to excuse him/her from jury duty. While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the City, and the employee will endorse the check, less mileage reimbursement, to the City. It is the employee's duty to notify the Department Head or Finance Office of such activity.

### **9.2 - Military Leave:**

Any officer or 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 (20)** calendar days during each calendar year while engaging in the performance of officially ordered **or voluntary** 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) and in accordance with USERRA 94.

Employees who are called for or volunteer for service with the armed forces of the United States or the Washington National Guard shall be reinstated in accordance with the provisions of the State Law (CH. 73.16 RCW) and in compliance with USERRA 94. **All federal and state laws involving military leave shall be followed.**

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 placed in as nearly equal a vacant position for which he/she is qualified, as may exist, or if no such position exists, may be subject to layoff.

### **9.3 - On-the-Job Injury:**

Employees receiving time loss compensation from the Department of Labor and Industries may supplement their time loss payments by deducting from their accumulated time in the following sequence.

- Sick Leave
- Compensatory Time
- Vacation in excess of thirty days
- Remaining vacation time

### **9.4 - Insurance Extension:**

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his or her employment by the City because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the City contribution toward group insurance benefits. The employee will be required to provide a check for his/her portion of the cost by no later than the first of each month. If the check is not received, the insurance will be dropped and the employee will have access to COBRA coverage.

## **ARTICLE 10 – WAGES**

### **10.1 - Wage Schedule:**

Employees shall be compensated in accordance with the current Salary Ordinance.

When any position not listed on the Salary Ordinance is established, the Employer shall notify the Union prior to designating a classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the matter to negotiations with the Employer. This will not interfere with the right of the Employer to fill the vacancy created by such position.

#### **Advancement Within A Pay Range:**

New employees shall receive one (1) step increase after completion of six (6) months trial service. Promotional employees shall receive one (1) step increase after completion of promotional trial service of twelve (12) months.

Thereafter, employees will receive a step increase based upon satisfactory completion of one (1) year of continuous employment at the current step in the pay range. The anniversary date for a step increase shall be the first day following completion of one (1) year of employment at the current step in the pay range and annually thereafter until the top step of the range is reached. Any

increase in an employee's rate of pay shall be effective on the first working day immediately following completion of the applicable period of service.

**Adjustment to Anniversary Date (Step Adjustment Date):**

The anniversary date for a step increase shall be adjusted under the following circumstances:

- A. Upon promotion or disciplinary demotion, the existing anniversary date shall be eliminated and the date of such promotion or demotion shall be used to calculate the new anniversary date.
- B. If an employee is returned to his/her former classification following promotion at trial service, the anniversary date held prior to such promotion shall be reestablished.
- C. When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be extended by an amount of time equal to the period of layoff in order to give credit for time served in a pay step prior to such layoff.
- D. When an employee returns from layoff and is reemployed in a classification other than that originally held, the original anniversary date shall be used to calculate the new anniversary date.
- E. A trial service employee's anniversary date shall be adjusted for any approved leave exceeding ten (10) working days which occurs during their trial service period. Anniversary dates for all other Bargaining Unit employees, including those on promotional trial service, shall not be adjusted for approved leaves.

**10.2 – Overtime For Non Exempt Employees:**

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for overtime work. All overtime must be assigned/approved in advance.

**Daily:** All work performed in excess of eight (8) hours in any workday.

**Weekly:** All work performed in excess of forty (40) hours in any workweek.

In the event that scheduled shifts must be changed, the Employer agrees to provide at least twenty-four (24) hours notice prior to the effective time of the shift change. In the case of an emergency, which shall be defined as an event which is unanticipated or unplanned and involves a threat to public safety or health, the Employer shall have the right to adjust work schedules to meet that need.

**Work at Employee's Option:** Overtime work shall be voluntary except for emergencies as determined by the applicable department head(s). There shall be no discrimination against any employee who declined to work overtime in a non-emergency situation.

**10.3 - Standby Pay For Non Exempt Employees:**

Employees will receive a flat twenty dollars (\$20.00) or the earned wage, whichever is greater, if required to be on standby. Standby pay shall only apply to weekends and holiday periods.

We will continue to discuss this issue and during the term of this agreement, either side may invoke an opener to change standby pay. Agreed standby language will be approved via a MOU document.

**10.4 - Compensation Time For Non Exempt Employees:**

The following shall constitute conditions, which will be followed in the use of compensation time.

The following shall constitute conditions which will be followed in the use of compensatory time.

- A. Employees may only carryover 40 hours of compensatory time from one year to the next. A year is defined as the period of December 1<sup>st</sup> through the following November 30<sup>th</sup>. In the event an employee has more than the allowable number of carryover hours, the excess will be automatically cashed out in the December payroll.
- B. In December, Employee's may cash out up to 20 hours of compensatory time by request.
- C. The maximum amount of compensatory time an employee may have in the bank at any point during the fiscal year is 60 hours.
- D. Monthly posting of accrued hours.
- E. Employee may choose:
  - 1. Overtime pay at one and one-half (1-1/2) the normal rate of pay; or,
  - 2. Compensatory time at time and one-half (1-1/2).
- F. Requests for compensatory time use must be submitted reasonably in advance for approval by the appropriate department head. Any and all requests for compensatory time use must receive prior approval from the appropriate department head or his or her designee.

**10.5 – Overload Pay** – As per most current City Ordinance.

**10.6 - Pay Schedule:**

- 2018 - 3.00% Increase over 2017 wages
- 2019 - 3.00% Increase over 2018 wages
- 2020 - 3.00% Increase over 2019 wages
- 2021 - 3.00% Increase over 2020 wages

**10.7– Deferred Compensation:**

All employees shall receive a one to one (1:1) match from the City into deferred compensation up to two (2) percent.

The deferred compensation one to one (1:1) match will increase to the following percentages per the schedule below in successive years:

- 2019 – 2.25%
- 2020 – 2.35%
- 2021 – 2.50%

Employees must make changes prior to the first day of the month they want the change to be effective.

**ARTICLE 11 – SENIORITY**

**11.1 - Definition:**

As defined in individual applicable Articles, Specifically 6.3, 11.3 and 11.6.

**11.2 – Trial Service Period:**

11.2.1 The trial service period for all full time employees is twelve (12) months. During this period any employee may be assigned, transferred, laid off, disciplined or terminated at

the discretion of the employer. Trial service employees may not grieve discipline or discharge.

**11.2.2** New employees shall be added to the seniority list twelve (12) months after their date of hire. All employees will be classified as regular employees upon satisfactory completion of their trial service period.

**11.3 – Computing Seniority:**

Employees who are laid off and who are subsequently reinstated shall retain their full seniority existing at the time of layoff.

All authorized leaves during regular employment (subsequent to trial service) shall be considered as time worked except leaves of absence in excess of three (3) consecutive months and all periods of leave without pay. Employees who are laid off as a result of reduction in positions and who are subsequently reinstated shall retain their full seniority except for such period of layoff.

The employee's earned seniority shall be lost for any of the following reasons:

- A. Discharge or resignation of the employee;
- B. Inability to return to work after one (1) year of absence due to medical reasons, except for on-the-job injuries. Timeframes may be extended by mutual agreement of the parties;
- C. Failure to report for work the first workday of shift following the expiration of the authorized leave of absence without an authorized extension;
- D. Temporary layoff exceeding an eighteen (18) month period;
- E. Failure, when on layoff, to report for work in accordance with Article 11.3, Section C.

For purposes of Article 11.3, seniority shall be defined as total length of service within the City and within the Departmental Division.

**11.4 - Seniority List:**

The Employer shall maintain current seniority lists and provide copies of the current seniority lists to the Union no less frequently than annually.

**11.5 - Work-Force Changes:**

**11.5.1 Promotions:** Employees promoted into or within the Bargaining Unit shall be on a promotional trial service for a period of twelve months.

**11.5.2 Demotions:** Within the bargaining unit. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification. Demotions may be used for disciplinary reasons and may be subject to the grievance procedure. Employees shall be provided with no less than two (2) weeks notice prior to a demotion.

**11.5.3** In the event of promotion (or demotion) the employee shall maintain his/her Departmental Division seniority.

**Layoff:** The parties agree that the effect of a layoff is negotiable, therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall.

In the event of layoffs, employees shall be laid off from the affected classifications within the Department in the following order:

- A. Trial Service Employees
- B. Full time regular employees

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority within their job classification within their Departmental Division. .

1. Employees being laid off shall be given written notice of such layoff thirty (30) days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. Said notice of layoff shall identify what options, if any, an employee shall have in lieu of layoff.
2. Options in lieu of layoff: For the purpose of this section, the use of the term “may” only relates to whether or not the facts exist which establish the layoff option. If the option exists, it is mandatory that the City identify it in the notice of layoff under Section 4 above.
  - A. SAME JOB CLASSIFICATION WITHIN DEPARTMENTAL DIVISION: Employees may be given the option to supplant any less senior employee within their Departmental Division who occupies the same job classification as the laid off employee. If this option exists, none of the other options listed below shall be offered.
  - B. LOWER JOB CLASSIFICATION WITHIN DEPARTMENTAL DIVISION: Employees may be granted, as an option in lieu of layoff, the opportunity to take a demotion to a lower job classification, in which he or she has previously held status within their Departmental Division, if he or she has the ability and current qualifications to perform the work of that position. The employee being displaced shall then have the same opportunities as any other employee subject to layoff, or
  - C. VACANT POSITION WITHIN THE BARGAINING UNIT: Employees may be granted the opportunity to be placed in any other Department in a vacant position for which he or she has the ability and qualifications to perform the work. “Vacant position” shall mean a posted vacant position for which the Department is actively attempting to fill at the time of layoff.
3. An employee who has been demoted, shall move to the next highest Step of the new range that does not exceed their current salary.

**Recall:** Employees shall be recalled from layoff for up to eighteen months according to their seniority within their job classification within their Departmental Division. No new employees shall be hired into affected classifications during this eighteen month period until all employees on layoff status desiring to return to work have been recalled. An employee, after layoff, normally must report for work within twenty-four (24) hours after being contacted. If the period of layoff has exceeded thirty (30) days, the employee will be notified by certified mail to report to work. Then he/she will be allowed five (5) days from the date the letter is received to report for work. In no event shall he/she be allowed more than seven (7) days to report for work after

the date the letter is received. The employee must, in order to be eligible for recall, keep on file with the City a current mailing address.

**11.6 Definitions:**

1. Bargaining Unit: Local 270-S
2. Department: Those Departments listed in “Appendix A” of this contract.
3. Division: Those Departmental Divisions listed in “Appendix A” of this contract.
4. Job Classification: Individual jobs as defined in “Appendix A” of this contract.

Note: For the purpose of this Agreement, the words “Office” and “Department” as used in Appendix A shall be synonymous.

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

**12.1 - Discipline:**

Unless there are extenuating circumstances, the order of disciplinary action or measures shall include the following:

1. Oral reprimand
2. Written reprimand
3. Loss of vacation time
4. Suspension (notice to be given in writing)
5. Demotion or discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees to the public, and in all cases the reason for the discipline shall be given to the employee.

**12.2 - Suspension and Discharge:**

The City shall not discharge or suspend any employee without just cause. In cases of discharge and suspension without pay, the employee shall have the right to a pretermination meeting. He or she shall be presented with an oral or written summary of the nature of the charges against him or her, the facts supporting charges, and shall have the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her union will be notified in writing that the employee has been suspended without pay or discharged.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**12.3 - Settlement and Disputes/Grievance and Arbitration Procedures:**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:



**Step 1:** The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of its occurrence.

The supervisor shall then attempt to adjust the matter and shall respond to the grievant within five (5) working days.

**Step 2:** If the grievance has not been settled, it shall be presented in writing by the grievant or the Union Grievance Committee to the applicable department head within five (5) working days, who shall respond in writing within five (5) working days.

**Step 3:** If the grievance still remains unresolved, it shall be presented by the grievant, Union Representative or Grievance Committee to the Mayor or his/her designated representative in writing within seven (7) calendar days after the response of the applicable department head is due. The Mayor or his/her designated representative shall respond in writing to the Union Steward Representative or Grievance Committee (with a copy of the response to the Local Union President) within five (5) working days.

**Step 4:** If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply of the Mayor or his/her designated representative is due, by written notice to the other, request arbitration.

The Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union. If the parties fail to select an arbitrator the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of seven (7) recognized Arbitrators. Both the Employer and the Union shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The arbitrator shall be confined to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have no authority to add to, subtract from, or otherwise 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.

Expenses for the arbitrator's services shall be borne by the losing party. In the event the determination of "losing party" is not clear, the arbitrator shall so indicate in his or her award. Each party shall be responsible for compensating its own representatives and witnesses.

## **ARTICLE 13 - STRIKES AND LOCKOUTS**

### **13.1 - Lockouts:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**13.2 - Strikes:**

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines. Intentional slow down or strike by individual employees will subject those individuals to discharge without benefit of the grievance procedure. In the event of a strike or work interruption by another bargaining unit in the City, members covered by this Agreement agree to report to work and perform all regularly assigned duties. Within twenty-four (24) hours of the onset of a job action by another bargaining unit, the City and the business representative of Local 270-S agree to meet and determine the further actions of Local 270-S.

**ARTICLE 14 - GENERAL PROVISIONS**

**14.1 - Non-discrimination:**

The City and Union agree not to discriminate unlawfully on the basis of age, sex, marital status, race, color, creed, national origin or political affiliation.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**14.2 - Union Activities on Employer's Time and Premises:**

The Employer agrees that during working hours, on the Employer's premises and without loss of pay the President, Vice-President and/or Secretary/Treasurer shall be allowed to:

Post Union notices.

Distribute Union literature during coffee breaks or other non-working time.

Attend negotiation meetings.

Transmit communications, authorized by the Local Union or its officers to the Employer or his/her representative.

Consult with the Employer, his/her representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

**14.2.1** The Employer agrees to allow the use of e-mail for notice of represented activity. All e-mail notices are considered public documents.

**14.3 - Personnel Rules and Regulations:**

Changes in the City of Cheney Personnel Rules and Regulations as adopted as of 2002, shall be posted on a bulletin board for a period of ten (10) days before becoming effective. Any questions as to the reasonableness of a work rule shall be subject to the grievance procedure and the disputed work rule shall not become effective until the grievance is settled.

**Informing Employees:** New employees shall be provided with a copy of the rules at the time of hire and a copy will be initialed by the employee and returned to the Employer.

#### **14.4 - Random Drug and Alcohol Testing:**

The Union agrees to abide by the City Policy Regarding Drugs and Alcohol including compliance with the mandatory random drug and alcohol testing for employees required to possess CDL's.

#### **14.5 - Benefits:**

The Employer agrees to provide Unemployment Compensation Insurance for all employees.

The Employer agrees to provide required FICA coverage for each employee.

The Employer agrees to make every reasonable effort to maintain all coverage levels throughout the term of this Agreement. Both parties agree to work in a timely manner towards adoption of procedures to address any program or rate changes to existing benefits through Labor-Management meetings. In no event shall any changes be made without notice to the Union in accord with the procedures mutually agreed to by the parties.

The City agrees to pay **85%** of health benefit premiums for all regular full-time employees and the employee will pay **15%** of this premium. Parttime regular employees are entitled to pro-rated benefits per the City of Cheney Policies and Procedures. The City does provide for opting out of insurance, provided the employee shows proof of other coverage. The Union accepts that rate increases and plan changes are made by AWC and the City has no control over these changes. The Union also understands that in order to offer retiree medical insurance, the City **currently** must remain with AWC for its primary medical plan.

The Union and the City agree to continue discussions on medical and dental premiums being taken out on a pre-tax basis during the term of this agreement. Either side may invoke an opener to commence having these employee medical and/or dental premiums taken out on a pre-tax basis. The City will continue to research and explore the pre-tax option.

In the event no agreement has been reached by December 31, **2021** on a successor contract for **2022**, the City will, during the course of negotiations to achieve a new Agreement, continue to pay medical insurance premiums at the **2021** rate.

**Dental:** The City agrees to pay the premiums for full family dental insurance for employees covered by this Agreement for the life of the Agreement. However the City will continue to research options through AWC and/or WDS/Delta Dental for a more robust dental plan and on/by 06/01/18 either side may invoke a dental opener for 2019 for changing to a more robust dental plan, and if a more robust dental plan is indeed added, the Employer and the employees shall share in the dental insurance premium. The employer will pay 85% of the premium and the employee will pay 15% of the premium for the life of this agreement, up to "full family" coverage premium as applicable.

**Optical:** The City agrees to pay the premiums for full family optical coverage for employees covered by this Agreement for the life of this Agreement.

**Life Insurance:** The City agrees to pay the premium of a \$50,000 term life insurance policy for the employee for the life of the contract. The City shall also provide for supplemental coverage at group rates to be available at the employees' option and expense.

**Long Term Disability:** The City agrees to pay the employee's premium for a Long Term Disability Plan including the following coverage: sixty percent (60%) - ninety (90) day elimination period - \$4,000/monthly maximum benefit plus five percent (5%) pension supplement for the term of this Agreement.

**14.6 - Resignation:**

An employee wishing to leave the City service in good standing shall, at least two (2) weeks before leaving, file with his/her department head, a written statement as to the reasons for leaving and the effective date of leaving.

**14.7 - Reclassification:**

Employees shall have the right to request reclassification during the term of this Agreement. Such employees may take up the matter with the Employer in August of each year so that proper consideration can be given for implementation in the next budget year, if such reclassification is approved. Employees shall receive a written response either accepting or denying the request within thirty (30) calendar days of the request.

**14.8 - Working Out of Classification:**

When a qualified employee is assigned and works in a higher classification for more than one (1) workweek, he/she shall be compensated at ten (10) percent above his/her present step as negotiated with the responsible Administrator.

## **ARTICLE 15 - MANAGEMENT RIGHTS**

Management Rights. 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 Departments 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, 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. In matters not covered specifically by language within this Agreement, the Employer shall have the clear right to make decisions in such areas on a unilateral basis and such decisions shall not be subject to the grievance procedure. 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:

1. determining the City of Cheney's mission and policy, and to set forth all standards of service offered to the public;
2. determining the methods, means and number of personnel needed to carry out the City of Cheney's missions
3. planning, directing, controlling and determining the operation of services to be conducted by the employees of the City of Cheney;
4. determining which services are going to be performed;
5. establishing work methods;
6. establishing staffing levels;

7. establishing qualifications for employment;
8. directing the work force;
9. making, publishing and enforcing personnel rules and regulations
10. introducing new or improved methods, equipment, or facilities;
11. contracting out for goods as provided by the policies and procedures of the City of Cheney, state law, or ordinance;
12. maintaining work schedules and starting times;
13. assigning work;
14. disciplining, suspending or discharging employees.

The parties further recognize that above listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the union by agreement.

### **ARTICLE 16 - LABOR/MANAGEMENT MEETINGS**

It is mutually agreed that the Negotiating Committee for Local 270-S and the Negotiating Committee for the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Meetings may be conducted quarterly, but they may be scheduled more often by mutual agreement.

### **ARTICLE 17 - SUPPLEMENTAL CLAUSE**

The parties mutually agree that the supplemental clause shall be used solely for the purpose of maintenance of contract matters and shall not be used to discuss items of cost.

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and City Officials.

After either party has been notified of proposed supplemental contract language, the parties are to meet and discuss such proposed language within thirty (30) calendar days upon receipt of the proposed language.

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions.

Entire Agreement – This Agreement expressed herein in writing constitutes the entire agreement between the parties and no verbal statement shall delete, add to, or supersede any of its provisions.

**ARTICLE 18 - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE 19 – EFFECTIVE DATE AND TERMINATION**

This Agreement shall be effective as of **January 1, 2018**. It shall remain in full force and effect until December 31, 2021. Negotiations for wage and benefit adjustments for 2022 and beyond shall commence not later than September 1, of 2021 and the effect of these negotiations shall become effective as of the date of adoption.

IN WITNESS WHEREOF, the parties hereto have set forth their hands this \_\_\_\_\_ day of January, 2018.

FOR THE UNION

FOR THE EMPLOYER

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\_\_\_\_\_

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# **Appendix A**

## **Departments, Divisions, Union Classifications**

### **Department List**

Fire Department  
Light Department  
Parks & Recreation Department  
Public Works Department

### **Department Division List**

Fire Department  
    Administration  
Light Department  
    Administration  
  
Parks & Recreation Department  
    Parks  
  
Public Works Department  
    Administration  
    Planning  
    Solid Waste  
    Streets  
    Waste Water Collections  
    Waste Water Treatment  
    Water

### **Classifications**

Administrative Secretary  
Engineer Technician  
GIS/Permit Technician  
Office Operations Supervisor  
Parks Field Supervisor  
Public Works Operations Supervisor  
Public Works Water Resource Manager  
Senior Planner  
Street Supervisor  
Water Supervisor