



Office and Professional Employees International Union  
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

---

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF ELLENSBURG**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

**FOR THE PERIOD OF**

**JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

## TABLE OF CONTENTS

### Contents

ARTICLE 1 - RECOGNITION .....	4
ARTICLE 2 - PRODUCTIVITY .....	5
ARTICLE 3 - NON-DISCRIMINATION .....	5
ARTICLE 4 - UNION SECURITY .....	5
ARTICLE 5 - UNION BUSINESS .....	6
ARTICLE 6 - MANAGEMENT RIGHTS .....	7
ARTICLE 7 - WORKING RULES .....	8
ARTICLE 8 - WORK SCHEDULE, OVERTIME, and REMOTE WORK .....	9
ARTICLE 9 - SENIORITY .....	11
ARTICLE 10 - JOB DESCRIPTIONS .....	12
ARTICLE 11 - VACANCIES, HIRING, PROMOTIONS AND DOWNGRADES .....	12
ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEWS .....	15
ARTICLE 13 - DISCIPLINE AND TERMINATION .....	16
ARTICLE 14 - GRIEVANCE PROCEDURE .....	17
ARTICLE 15 - VACATION .....	20
ARTICLE 16 - SICK AND OTHER LEAVES .....	21
ARTICLE 17 - HOLIDAYS .....	24
ARTICLE 18 - OUTSIDE TRAINING PROGRAMS .....	25
ARTICLE 19 - TECHNOLOGICAL CHANGES .....	25
ARTICLE 20 - LAYOFF-RECALL PROCEDURES .....	26
ARTICLE 21 - CONTINUATION OF WORK AND LOCKOUTS .....	27
ARTICLE 22 - COMPENSATION SCHEDULE .....	27
ARTICLE 23 - WAGE SCHEDULE .....	28
ARTICLE 24 - JURY DUTY AND WITNESS PAY .....	29
ARTICLE 25 - CLOTHING .....	29
ARTICLE 26 - HEALTH, WELFARE, AND INSURANCE .....	29
ARTICLE 27 - RETIREMENT PLAN .....	30
ARTICLE 28 - LABOR MANAGEMENT COMMITTEE .....	30
ARTICLE 29 - CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES .....	31
ARTICLE 30 - CIVIL SERVICE RULES AND REGULATIONS .....	31

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

**ARTICLE 31 - DEFINITIONS** ..... 31  
**ARTICLE 32 - DURATION** ..... 32  
**ARTICLE 33 - SEPARABILITY CLAUSE** ..... 32  
**ARTICLE 34 - EMBODIMENT** ..... 33  
**APPENDIX “A” WAGES** ..... 35

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF ELLENSBURG**

THIS AGREEMENT is made and entered into at Ellensburg, Washington, for the January 1, 2023 – December 31, 2025 contract term, by and between the CITY OF ELLENSBURG, WASHINGTON, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the rates of pay, hours of work and other conditions of employment between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

WHEREAS, the Employer has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligation of the Employer to retain the right to effectively operate in a responsible and efficient manner in harmony with the paramount interests of the City and its citizens.

AND WHEREAS, the parties hereto desire to cooperate in establishing conditions that will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustments of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

**ARTICLE 1 - RECOGNITION**

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time office, clerical and technical employees in the Finance, Public Works & Utilities, Parks & Recreation (excluding Rec Leaders and Rec Aides), Community Development, Library/Hal Holmes Community Center (Library/HHCC), and Police Departments of the City of Ellensburg, Washington, excluding exempt and confidential employees, and Library/HHCC employees who work less than ten (10) hours per week.

Section 1.2 Employees within a classification funded by Federal or State training programs shall be excluded from coverage of this Agreement. Pay rates for employees in these positions shall be determined by the Federal or State programs providing the funding. When an employee is transferred from a Federal or State supported employment program to a position funded by City revenues, the incumbent and the Employer shall adhere to the terms and conditions of this Agreement. Employment programs funded by Federal or State sources are considered temporary and of a supporting nature only and there shall be no intent on the part of management to permanently replace regular staff members with employees from such programs.

## **ARTICLE 2 - PRODUCTIVITY**

It is mutually agreed that the Employer and Office and Professional Employees Local No. 8 shall work together, individually and collectively to meet the service and production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of the Employer.

## **ARTICLE 3 - NON-DISCRIMINATION**

Section 3.1 Neither the Union nor the Employer, in performing their obligation under this contract, shall be arbitrary and capricious in matters of hiring, promotion, transfer, layoff, discharge or in matters concerning establishing working conditions or other conditions of employment.

Section 3.2 The Employer and the Union agree not to discriminate against any employee for activities on behalf of or for membership in the Union.

Section 3.3 The Employer, in carrying out its obligations under this contract, shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, creed, national origin, sex, sexual orientation, gender identity, gender expression, age, marital status, veteran or military status, or disability, and the Employer shall fully comply with all applicable local, state, and federal laws.

## **ARTICLE 4 - UNION SECURITY**

Section 4.1 The Employer shall upon appointment of a covered employee, furnish the Union each month with a list of all new hires, their home addresses, job title, beginning salary, date of hire, and work email. Each month, the Employer shall provide the Union with the number of hours each bargaining unit employee worked the previous month. The Employer shall also furnish a list of names with job titles of all terminations. A representative of the Union will be permitted up to thirty (30) minutes to meet with new employees sometime during their orientation.

Section 4.2 The Employer shall deduct dues from the employee's pay upon written authorization from the employee. Such authorization shall remain in effect until revoked by the employee in writing to the Employer and the Union. The Employer shall notify the Union via email as soon as practicable once becoming aware of any bargaining unit member revoking authorization to deduct union dues.

Section 4.3 The Employer also agrees to make flat amount payroll deductions for individual employees who voluntarily execute an OPEIU Local 8 PAC Check-off Authorization form: provided however, such Authorization form may be revised not more than once annually. Such dues and deductions shall be transmitted to the Office and Professional Employees'

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

International Union Local No. 8. The Union agrees to indemnify, defend, and hold harmless the Employer from and against any and all loss or damage, claims, demands, suits, judgments or other forms of liability arising from the operation of this section. It is agreed that neither any employee nor the Union shall have any claims against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were or should have been made.

Section 4.4 HARDSHIP FUND. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. Employers will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union agrees to indemnify, defend, and hold harmless the Employer from and against any and all loss or damage, claims, demands, suits, judgments, or other forms of liability arising from the operation of this section.

## **ARTICLE 5 - UNION BUSINESS**

Section 5.1 The members of the Union Negotiating Committee, no more than four (4) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty. The four (4) shall include any combination of representatives from City Hall, Police, Parks & Recreation, and/or the Library/HHCC.

Section 5.2 A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business where there are more than two (2) bargaining unit members working at that location. The Union shall consult with Management about the size, location, and items to be posted on the bulletin board.

Section 5.3 The Business Agent of the Union shall be allowed admission to the Employer's place of business at any reasonable time during working hours for the purpose of investigating conditions existing on the job, provided the Agent first notifies appropriate Department Director(s) and the City Manager or their designee. Said investigation shall be conducted so as not to unreasonably disrupt the Employer's operations.

Section 5.4 The Union shall have the right to set up its regular shop steward machinery, and the employee(s) chosen to fulfill the role of steward shall be certified in writing to the Employer. One certified steward may investigate and discuss grievances with individual members, and such investigations will generally take place during work time, but with prior approval of the appropriate Department Director. Other Union business will only be discussed on Employer time to the same extent and with similar restrictions as the Employer allows employees to discuss other non-work issues during work hours, and shall not unreasonably disrupt the Employer's operations.

Section 5.5 The Employer shall allow the Union to use the City Hall 2<sup>nd</sup> floor employee break room and Library employee break room at no charge for bargaining unit Union business, subject to their availability. Except with permission of the City Manager or as specifically provided herein, the Union shall not utilize the Employer's facilities, supplies, or equipment.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Section 6.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority. Affairs of the Employer concerning which such prerogative is reserved, to include the following matters:

Section 6.1(a) The right to establish reasonable work rules and notify the Union as prescribed in **ARTICLE 7 - WORKING RULES**, Section 7.1.

Section 6.1(b) The right to schedule overtime work in a manner most advantageous to the City and consistent with the requirements of municipal employment, the public interest, and the provisions of **ARTICLE 8 - WORK SCHEDULE, OVERTIME, and REMOTE WORK** of this Agreement.

Section 6.1(c) The right to discipline or discharge employees only for just cause (trial period employees excluded).

Section 6.1(d) The right to layoff employees for lack of work or funds or because of the occurrence of conditions beyond the control of the Employer or where continuation of work would be wasteful and unproductive in the opinion of the Employer after consulting with the Union and considering its opinion.

Section 6.1(e) The right to determine schedules and hours of work, including flex-time, and to establish the methods and procedures by which the work is to be performed, while maintaining consistency with the terms of this Agreement.

Section 6.1(f) The right to expect a covered employee to perform incidental duties that are only temporary in nature and reasonably related to responsibilities prescribed in the employee's job description, although these incidental duties may not be specifically enumerated in such job description. The performance of these duties is not meant to replace work or jeopardize bargaining unit positions.

Section 6.1(g) The right to contract out for any work or services performed by the Employer including work or services performed by covered employees under this Agreement. This right to contract or subcontract shall not be used by the Employer for the purpose or intention of undermining the bargaining unit or to discriminate against its members. The Union shall be advised in writing in advance of any intention to contract or subcontract and the Union will be allowed to review any plans to do so. It is further agreed that the Employer will attempt to place employees affected by the contracting or subcontracting out of work in positions that are created by the contracting or

subcontracting.

Section 6.1(h) Management reserves the right to establish new classifications but the rates of pay pertaining to such new classifications shall be set by negotiations between the Employer and Union.

Section 6.1(i) The employer agrees that volunteers shall not be used for the purpose of displacing regular full-time or regular part-time positions.

Section 6.1(j) The right to assign or reassign employees to a job classification; provided that, when an employee is assigned to a lower rated job for more than thirty (30) workdays and the assignment is to become regular, the reassigned employee for the first ten (10) days of the assignment shall receive the rate of pay earned prior to the reclassification. Beginning on the eleventh (11th) working day of the reclassification, the employee shall receive the applicable rate of pay for their status within that classification.

Section 6.1(k) Management has the right to determine the need for and budgeting of training and education.

Section 6.1(l) Management has the right to determine what services are to be provided.

Section 6.1(m) Management has the right to change job titles, so long as the Union is notified.

## **ARTICLE 7 - WORKING RULES**

Section 7.1 The Employer shall furnish the Union a copy of any work rules or regulations applicable to the bargaining unit members within thirty (30) days of adoption. In the event the Union is not provided with a copy of the rules or regulations within the thirty (30) day limit, the newly adopted rules or regulations shall have no impact or effect upon bargaining unit employees.

Section 7.2 ALCOHOL AND DRUG ABUSE. An employee whose work performance may indicate the presence of a drug or alcohol problem may be directed to seek counseling and/or other assistance. No employee's job security will be placed in jeopardy as a result of seeking corrective treatment or advice as long as the employee is following a prescribed program approved by the Employer. However, it is the responsibility of the employee to correct unsatisfactory work performance resulting from apparent substance abuse. Failure to take or continue corrective action may result in appropriate disciplinary action up to and including discharge.



**ARTICLE 8 - WORK SCHEDULE, OVERTIME, and REMOTE WORK**

Section 8.1 WORK SCHEDULE.

Section 8.1(a) The regular hours of work shall be between 7:00 a.m. and 6:00 p.m., not to exceed forty (40) hours in any one (1) week. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule. The regular workweek shall be Monday through Friday, except those bargaining unit positions which historically have been scheduled to work on Saturdays and/or Sundays, including but not limited to part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department where the Department's employee has agreed to an adjusted workweek.

Section 8.1(a)(1) Library/HHCC - The regular workweek shall be Monday through Sunday. Five (5) days of work in consecutive order of eight (8) consecutive hours each in the time period Monday through Sunday shall constitute a workweek for covered full-time employees of the Library/HHCC, providing that altered schedules can be arranged by mutual agreement of the Library Director and the employees concerned. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule.

Section 8.1(b) Each employee who works at least a five (5) hour shift shall receive a meal period of at least thirty (30) minutes, and employees who work at least eight (8) hours will receive a meal period of sixty (60) minutes, approximately one-half (1/2) way through the workday in accordance with a lunch period schedule to be established by the Employer. The lunch period shall not be compensable time. Each full-time employee shall receive a relief period not to exceed fifteen (15) minutes approximately one-half (1/2) way through the morning shift and approximately one-half (1/2) way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. For part-time employees, a relief period not to exceed fifteen (15) minutes shall be provided, and depending on the hours worked, may be in addition to a meal period of at least thirty (30) minutes, to be scheduled by the Employer.

Section 8.1(c) The regular scheduled workday shall be between the hours of 7:00 a.m. and 6:00 p.m. except for bargaining unit positions working in the Parks and Recreation Department, which have different business hours to serve the community.. It is understood that the Employer may, with the reasonable notice to the employee involved and the Union, change the hours of any job where the working hours no longer meet business needs, or to provide coverage when there are vacancies, or employees are on approved vacation or sick leave.

Section 8.1(d) Employees shall begin their work at the time established by the Department Director. Employees not at work at the beginning of their workday or at the completion of a rest break or a lunch period shall be considered tardy.

Section 8.1(e) Part-time employees are employees who work less than an aggregate of forty (40) hours per week. Qualified part-time employees shall first be asked to work any extra hours in order to meet holiday and vacation coverage demands. When additional hours of work are available, current qualified regular part-time employees shall be considered for the hours before new employees are hired. Distribution of such hours shall not obligate the Employer to increase a part-time employee's hours to twenty (20) hours or more per week. Under the provisions of **ARTICLE 6 - MANAGEMENT RIGHTS**, the Employer reserves the right to determine the hours of work for bargaining unit positions. In the event more than one current employee is available and qualified for any additional hours, the senior employee shall have preference.

Section 8.1(f) A monthly work schedule will be posted at least fourteen (14) days in advance of the effective date of the schedule. For departments with permanent set schedules there is no need to post schedules.

## Section 8.2 OVERTIME.

Section 8.2(a) All authorized work performed beyond the normal workday of at least eight (8) or more hours per day shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate of pay, except for bargaining unit positions responsible for activities and programs offered by the Parks & Recreation Department where the department's employee has agreed to work in excess of eight (8) hours in one day. If said employee has not agreed, but has nevertheless been directed by their supervisor, to work over eight (8) hours in one day they shall be paid at the rate of one and one-half times the regular straight time hourly rate of pay. For employees assigned to an alternative work schedule of four (4) ten (10) hour days, the applicable overtime rate shall apply for all authorized work performed in excess of ten (10) hours per day.

Actual hours worked: When computing overtime, time paid for but not worked (e.g., sick leave and vacation time) is not counted as hours worked; however, time paid for holidays is counted when computing overtime.

Section 8.2(b) Authorized overtime shall be paid in increments of one-quarter (1/4) hour; an employee shall record their time to the nearest quarter hour.

Section 8.2(c) Authorized work performed by a regular full-time employee on the employee's regular day(s) off shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Employees authorized to work on a holiday shall be paid at a rate of one and one-half (1 ½) times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 8.2(d) Should an employee be called in to work on a scheduled day off or after normal working hours, the employee shall receive not less than four (4) hours' work or four (4) hours' pay at the applicable overtime rate for the call-in. An employee shall be deemed to have been called in only when the employee receives notice of work to be

done after having left the Employer premises. If an employee receives such notice of work to be done before leaving the Employer premises, but after the close of the preceding regular shift, the employee shall be deemed to have worked continuously. Call-in overtime, where practicable, shall be on a rotational basis.

Section 8.2(e) Employees who are required to work overtime four (4) or more hours beyond their regular shift, shall be reimbursed up to fifteen dollars (\$15) for the cost of a meal, payment to be made after presentation of a receipt.

Section 8.2(f) Overtime will be offered and assigned on a rotational basis whenever practicable.

Section 8.2(g) The Employer shall consider all employee requests to work overtime and shall, if denying such a request, provide notice of the denial to the employee.

Section 8.3 REMOTE WORK. Employees covered by this Agreement may be eligible to request the ability to work remotely in accordance with the Employer's Personnel Policies.

## ARTICLE 9 - SENIORITY

Section 9.1 ACCUMULATION OF SENIORITY. The following seniority rules shall apply to each bargaining unit employee.

Section 9.1(a) Seniority shall be determined by continuous length of full-time and regular part-time service with the Employer.

Section 9.1(b) An employee transferred or promoted to a new classification shall have seniority determined by continuous length of full-time and regular part-time service with the Employer.

Section 9.1(c) Seniority shall not apply during the trial period of new employees. Upon the completion of the trial period, all names must appear on the seniority list as of the first day of employment.

Section 9.1(d) In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 9.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

Section 9.2(a) It is understood and agreed that in all cases of promotion, the following factors shall be considered and where Factor No. 1 is relatively equal, Factor No. 2 shall govern; and where Factors No. 1 and No. 2 are equal, Factor No. 3 shall be used:

Factor No. 1 - Knowledge, skills, abilities, education, work performance, and or

experience.

Factor No. 2 - Length of continuous service with the Employer.

Factor No. 3 - Length of service within classification.

Section 9.2(b) The Employer can interview employees or require employees to take written tests or formal examinations such as aptitude tests, all of which are relative to the position being competed for, to help determine, in the Employer's opinion, the relative ability of the employee.

### Section 9.3 BREAKS IN SENIORITY.

Section 9.3(a) A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 9.3(b) For employees with more than twelve (12) months of service, a break in seniority shall occur if the employee is off the job due to an injury, illness, or layoff for more than total credited months. Credited months shall be calculated as one (1) month for every year of service, with a minimum of twelve (12) credited months and a maximum of twenty-four (24) credited months.

Section 9.3(c) For employees with less than twelve (12) months seniority, a break in service shall occur if the employee is off the job due to an injury, illness or layoff for more than six (6) months.

Section 9.4 SENIORITY LIST. The Employer shall supply the Union with a seniority list if requested by the Union.

## **ARTICLE 10 - JOB DESCRIPTIONS**

The Employer agrees to establish, through mutual agreement with the Union, a job description for each covered position. A copy of such job description shall be provided to each covered employee and the Union.

## **ARTICLE 11 - VACANCIES, HIRING, PROMOTIONS AND DOWNGRADES**

Section 11.1 The awarding of all vacant and promotional positions shall be subject to the seniority system of **ARTICLE 9 - SENIORITY**. Procedures relating to the filling of vacant and promotional positions are as follows.

Section 11.1(a) The Employer will email notice of all job vacancies to all City employees. The Employer will include the Union Representative when the vacancy is for a position covered by this Agreement. The Employer will include a five (5) working

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

day timeline in all vacancy announcements covered by this Agreement. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position, as well as the wage scale and benefits. The employees covered by this Agreement will have five (5) working days to apply under the provisions of this Agreement.

Section 11.1(a)(1) The Employer reserves the right to concurrently post all Union positions to the public. The length of the public posting may differ from the Union posting.

Section 11.1(b) Covered employees who make timely application during the five (5) workday period will be considered eligible for the vacant position. Resumes and cover letters are strongly encouraged. An employee who does not submit an application during this five (5) day work period may still apply for the position by the publicly advertised deadline for applications to be received, but shall be treated as an outside applicant for all aspects of the hiring process, and the requirements of **ARTICLE 9 - SENIORITY** Section 2(a) shall not apply if the application is for a promotional opportunity.

Section 11.1(c) Employees who make application for a vacant position will receive written notification of acceptance or rejection. An announcement will be posted on the Union bulletin board notifying all employees of the employee selected for the vacant position.

Section 11.1(c)(1) It is the desire and intent of the Employer to fill job vacancies from current qualified internal applicants before hiring new employees, provided the employees who apply have the required qualifications for the particular job, including but not limited to, any required knowledge, skills, abilities, education, experience, training and/or certifications, as well as an acceptable level of performance in their current position based on a review of the employee's performance evaluations, commendations and/or disciplinary notices.

Section 11.1(d) The Employer shall not be denied the right to employ an individual from outside sources once it has been determined that any covered employee(s) who have made application through the timely submission of their application are not qualified for the position.

Section 11.2 TRIAL PERIOD.

Section 11.2(a) NEW HIRES: Newly hired employees shall have a six (6) month trial period. Such trial period shall be for the purpose of ascertaining fitness for regular employment with the Employer in the position occupied. The trial period may be extended by the Department Director for an additional ninety (90) days. Employees that have an extended trial period will receive a performance plan that clearly outlines areas of performance that need to be addressed. The Union shall be notified in writing (email acceptable) of all instances where a trial period has been extended. Such notice will

include supporting documentation. The extension shall not be subject to the grievance process.

#### Section 11.2(b) TRANSFERS

Section 11.2(b)(1) An employee who has completed a trial period in their current position, and transfers into another position with substantially the same duties, skills, and knowledge shall have a three (3) month trial period.

Section 11.2(b)(2) An employee who has completed a trial period and transfers into another position that does not have substantially the same duties, skills, and knowledge shall have a six (6) month trial period.

Section 11.2(b)(3) If the employee has not completed a trial period in their current position, the trial period shall be for six (6) months.

#### Section 11.3 COMPENSATION

Section 11.3(a) NEW HIRES: Newly hired employees shall start at Step 1 of the current salary scale during the first six (6) months of employment with the Employer. A new employee may be employed at a higher rate than Step 1 when the employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting rate greater than Step 1. The employee will advance one (1) step at six (6) months, one (1) step at completion of their first year, and one step each year thereafter until they reach the full base salary.

#### Section 11.3(b) TRANSFERS

Section 11.3(b)(1) A regular employee who has completed the trial period in their current position, then transfers into a new job classification which has substantially the same duties, skills, and knowledge as the job classification from which the employee has transferred, shall be placed no lower than their current step, or the next available step up if the new salary scale is higher. They will receive one (1) additional step at the completion of their first year, and one (1) step each year thereafter until they reach the full base salary.

Section 11.3(b)(2) If a regular employee has NOT completed the trial period in their current position, then transfers into a new job with substantially the same duties, skills, and knowledge as the job from which they transferred, they shall be placed no lower than their current step, or at the next available step up if the new salary scale is higher. If available, they will receive one (1) additional step at completion of their 6-month trial period, and one (1) step each year thereafter until they reach the full base salary.

Section 11.3(b)(3) Employees, regardless of their time with the Employer, who transfer into a position which is not substantially similar to the one from which the employee has transferred, shall receive not less than the step in the new salary scale that represents at least a 5% increase when available (if the difference

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

between the two wage scales is less than 5% and the employee is at the top step of their current wage scale, they will be placed at the top step of the new pay scale). If available, they will receive one (1) step at the completion of their 6-month trial period, one (1) additional step at the completion of their first year, and one (1) step each year thereafter until they reach the full base salary.

Section 11.4 DOWNGRADES.

Section 11.4(a) A newly-transferred regular employee who is deemed unable to satisfactorily perform the duties of the new position or who voluntarily requests to demote during the trial service period, shall be returned to the previously held position provided it, or another in the same classification, is vacant. Vacancy shall mean an unfilled position or one that is filled with a temporary employee.

Section 11.3(b) If a vacancy is not available, then an employee who volunteers or is required to demote, shall have the right to be placed on the eligibility list for the previously held classification or for other positions within the Employer which become available and for which the employee is qualified. This will entitle said employee to reinstatement upon the first available vacancy occurring in the ensuing twelve (12) months, provided the employee holds the necessary qualifications.

**ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEWS**

Section 12.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

Section 12.1(a) After an employee has successfully completed the appropriate trial period and is certified to regular status, the employee's anniversary date of employment shall be retroactive to the date first employed on a full-time or regular part-time status. The "Employee Performance Review" is an evaluation of an employee's performance against established standards for a given position, to be made by the employee's immediate supervisor with a final review by the Department Director. A suitable standard form for properly conducting an "Employee Performance Review" shall be developed by the Employer and shall be used in conducting evaluations.

Section 12.1(b) Each covered employee shall be afforded the opportunity to provide comments related to the performance rating made by the employee's immediate supervisor or Department Director. The reviews shall include a discussion between the employee and the employee's supervisor.

Section 12.1(c) Each covered employee shall be provided with a copy of the completed performance review.

## ARTICLE 13 - DISCIPLINE AND TERMINATION

Section 13.1 The Employer shall not discharge or suspend an employee with seniority without just cause. The Employer retains the right to discipline or discharge initial trial period employees for any lawful reason and any such action shall not be subject to the grievance procedure or further recourse. An unlawful reason would be a clear violation of Federal, State or local statute (e.g., racial, age, or disability discrimination, sexual harassment, etc.).

Section 13.2 The parties agree that the primary emphasis shall be placed on preventative measures and effective employee-management relations. The primary objective of discipline shall be to correct and change performance and/or conduct while enhancing accountability to the public.

Section 13.3 Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the objective of correcting the problem(s). Often documented counseling and verbal warnings will accomplish the objective but in certain situations, written reprimands, suspension, demotion, or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

Section 13.4 A uniform notice system shall be used for poor work performance, or violations of Employer rules, regulations, and procedures. The notice system may include: coaching, documented verbal warnings, written reprimands, suspension without pay; demotion; or discharge. Normally, not less than one (1) written reprimand shall have been given to an employee prior to suspension for work performance reasons. Prior to discharge for work performance reasons, normally no less than three (3) written reprimands shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspension(s).

Section 13.4(a) Notwithstanding any other provisions of this Article, the progressive discipline process need not be used for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in Employer vehicles, unprovoked assault while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton, or malicious damage to Employer property.

Section 13.4(b) A copy of all written reprimands shall be submitted to the employee, Shop Steward, and Union Representative within twenty-one (21) calendar days of either the date of the cited violation or the date when the cited violation became known to the Employer, if that latter date is within a reasonable period after the date of the occurrence of the cited violation, whichever date is later. Noncompliance with the twenty-one (21) day time limit will set aside the written reprimand as being null and void. Notwithstanding the foregoing, the Employer may extend the timeline when the nature of the performance or conduct issue requires an investigation that cannot reasonably be



COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

completed within twenty-one (21) days, or because of scheduling conflicts with its employees or any other witness to be interviewed for the investigation. Any extension beyond twenty-one (21) days requires agreement of the Union, which shall not be unreasonably withheld.

Section 13.4 (c) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign, and answer all written reprimands. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

Section 13.4(c)(1) After a period of twenty-four (24) months, the employee may request that a written reprimand be noted as exempt from consideration in future disciplinary action and placed within a sealed envelope to be kept in their personnel file; however, the employer may deny the request based on the cause for the former written reprimand, or if additional documented performance or behavior issues exist (evaluations that do not meet expectations or additional documented counseling or verbal warnings).

Section 13.4(c)(2) If the employee's request is granted, a memo will be attached to the prior reprimand noting its exclusion. However, if an additional written reprimand is issued within twenty-four (24) months of the exclusion, the exclusion will be void and both reprimands will be subject to consideration for future disciplinary action.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

Section 14.1 POLICY. The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust problems informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

Section 14.2 DEFINITION. Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and shall be subject to this grievance process.

Section 14.3 SPECIAL PROVISIONS.

Section 14.3(a) The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

Section 14.3(b) A Union representative and/or aggrieved party shall be granted time

off without loss of pay for the purpose of processing a grievance. Grievances processed through Step 3 of the grievance procedure shall be heard during the Employer's normal working hours. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and only after advance notice to the Department Director.

Section 14.3(c) During arbitration, if the Union desires to call City employees as witnesses, not less than seven (7) calendar days' notice shall be given to the appropriate Department Director so that necessary scheduling arrangements can be made. In addition, the Union shall reimburse the Employer at the employee's regular hourly rate for paid duty time devoted to appearance for the Union.

Section 14.3(d) A grievance may be entered into or advanced to any step in the grievance procedure if the parties so jointly agree.

Section 14.3(e) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

Section 14.3(f) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. Failure by an employee to comply with any time limitation of the procedure shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure shall allow the Union and/or employee to proceed to the next step.

#### Section 14.4 PROCEDURE.

##### Step 1 - Written Grievance to Immediate Supervisor.

If the complaint is not resolved informally, a grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within twenty-one (21) calendar days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance. The

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

Supervisor and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary.

Within seven (7) working days after the date of the Step 1 meeting, the supervisor shall mail, email, or hand deliver a copy of their decision to the aggrieved employee(s), the employee's Department Director and the Union steward.

Step 2 - Written Grievance to Department Director.

If a complaint is not resolved at Step 1, then a grievance may be submitted to the appropriate Department Director within fourteen (14) calendar days of the Step 1 decision. Said grievance shall include a copy of the Step 1 grievance and Step 1 decision. The Department Director and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary. A written decision shall be given within fourteen (14) calendar days following the receipt of the written grievance.

Step 3 - Grievance Appealed to City Manager.

If the employee is dissatisfied with the decision of the Department Director, they may, within fourteen (14) calendar days of the date of the Department Director's decision, request a review by the City Manager. The grievance shall delineate the areas of disagreement with the responses given at Step 1 and Step 2, and the reasons therefore. The City Manager shall meet with the employee and Union Representative or designee and/or conduct such investigation as they deem necessary, and shall forward a written decision to the employee and the involved Union Representative within fourteen (14) calendar days from receipt of the grievance.

Step 4 - Mediation.

If the grievance is not satisfactorily resolved at Step 3, then the moving party may, within fourteen (14) calendar days, submit the matter to mediation. Both parties must mutually agree upon the mediation process within ten (10) calendar days of the request. If there is no agreement upon mediation, the Union may advance the grievance to arbitration within fourteen (14) calendar days of when either party provides notification it will not agree to mediation. If mediation is used but fails to resolve the issue(s) within fourteen (14) calendar days of commencement of same, or such other time as the parties may agree, then the moving party may appeal to arbitration.

Step 5 - Grievance Appealed to Arbitration.

Either party to this Agreement may refer unsettled grievances which concern provisions of this Agreement to arbitration.

- a. A request for arbitration shall be in writing and shall be submitted to the other party within fourteen (14) calendar days following the close of

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

mediation or notification by a party that it will not agree to mediation. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

- b. An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, a joint request shall be made to the State PERC for a list of nine (9) arbitrators. Selection shall be made by alternate striking with the party filing the grievance striking first.
- c. The arbitrator shall not have the power to amend, modify, alter, or subtract from this Agreement or any provision thereof.
- d. The arbitration hearing shall be convened as soon as practicable after the selection process is completed.
- e. The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) days following the rendering of the decision unless otherwise ordered by the arbitrator.
- f. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the cost for the preparation and presentation of its own case.

**ARTICLE 15 - VACATION**

Section 15.1 Vacations shall be earned as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1 – 3 years inclusive	1 day (8 hrs.)	12 working days
4 – 8 years inclusive	1 ¼ days (10 hrs.)	15 working days
9 – 14 years inclusive	1 ½ days (12 hrs.)	18 working days
15 – 19 years inclusive	1 ¾ days (14 hrs.)	21 working days
20 – 24 years inclusive	2 days (16 hrs.)	24 working days
25 years and over	2 ½ days (20 hrs.)	30 working days

Section 15.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees may carry over up to 192 hours (24 days) of vacation accrued from the previous year. These accrued hours must be used during the first year after carry over or will be lost on the 31st day of December. All requests for vacation must be approved, in writing, by the appropriate Department Director, or their designated representative, prior to the commencement of the requested vacation. Any denial of requested vacation must be a determination made in good faith and all reasonable efforts shall be pursued to reschedule the requested vacation prior to the end of the year. Holidays occurring during a vacation shall not be counted as a day of vacation.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

Section 15.3 No vacation may be taken during the trial period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Director. Newly promoted or transferred employees shall be immediately eligible to use all previously earned and approved vacation leave.

Section 15.4 On termination of employment, employees shall be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 15.5 Covered employees working less than full-time shall receive the same vacation benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 15.5(a) Prorated annual vacation allowance may be used only when the employee has completed five (5) consecutive months of service. Vacation leave may be used in one quarter (.25) hour increments upon approval of the Department Director. Upon exhausting sick leave, an employee may use accrued vacation during periods of illness.

Section 15.6 Vacation leave requests of over thirty-two (32) hours should be submitted a minimum of two (2) weeks prior to taking vacation leave. A supervisor may deny a request for vacation leave usage because of work demands or may cancel vacation leave in case of an emergency unless the vacation leave is protected by the WPSL or other leave law. Any disputes regarding vacation leave usage may be informally taken to the Department Director, and their determination shall be final.

## **ARTICLE 16 - SICK AND OTHER LEAVES**

### Section 16.1 ACCUMULATION OF SICK LEAVE.

Section 16.1(a) Sick leave will be earned at a rate of one (1) day (eight (8) hours) per month. There is no limit on the number of hours that may be accrued.

Section 16.1(b) Covered employees working less than full-time shall receive the same sick leave benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 16.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 16.1(d) Covered employees shall earn no sick leave in the event the employee is absent for a period longer than thirty (30) days, except as provided in Section 16.5(b), and when an employee is on paid leave under Section 16.6.

### Section 16.2 USE OF SICK LEAVE.

Section 16.2(a) All full-time and regular part-time employees covered by this

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

Agreement shall be entitled to sick leave at the employee's regular rate of pay when they are incapacitated from the performance of their duties by reason of sickness or injury, or if due to exposure to contagious diseases, the employee would jeopardize the health of others at the workplace. An employee may use sick leave to care for a family member in the event of illness or injury as defined and in accordance with the requirements of state and federal law. Planned sick leave shall be requested in writing, which will not be unreasonably denied by the Employer. In order to receive compensation while absent on sick leave, the employee or someone on the employee's behalf, must notify the employee's immediate supervisor or Department Director prior to the absence. The Employer may require a written statement from a medical doctor to validate a claim for sick leave if the illness/injury exceeds three (3) consecutive work days or if abuse of sick leave is suspected.

Section 16.2(b) SICK LEAVE ON VACATION. Whenever an employee is utilizing paid vacation and becomes injured or ill during that period, the employee may charge such absence to their sick leave by sending prompt notice of sickness or injury to the Department Director. Remaining vacation shall then be deferred, and loss of that vacation time shall not occur. The Employer may require a written statement from a medical doctor to validate a claim for sick leave during a period of vacation.

Section 16.2(c) The Employer reserves the right to require a covered employee to submit to a physical examination by an Employer-approved physician at the Employer's expense.

Section 16.2(d) Employees may voluntarily donate their accrued sick leave in accordance with Employer Policy. Such donation of sick leave shall not be considered personal usage.

Section 16.3 SICK LEAVE PAYMENT UPON TERMINATION. Employees covered by the terms of this contract shall not accrue any sick leave for the purposes of payment upon termination.

Section 16.4 BEREAVEMENT LEAVE.

In the event of an immediate family member's death, the employee shall be granted a maximum of five (5) working days leave of absence. The first two (2) days shall be without loss of pay. The last three (3) days shall be charged against the employee's accrued sick leave. Additional bereavement leave beyond five (5) working days may be authorized by the City Manager.

Section 16.5 INDUSTRIAL ACCIDENT LEAVE.

Section 16.5(a) Any employee covered by this Agreement who sustains a job-related injury or illness while performing their regular job and is unable to return to work for more than three (3) days, may be granted leave under the Family Medical Leave Act (FMLA). While the employee is absent from work the employee will be paid available

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

accrued leave. If the job-related injury/illness requires the employee to be absent from work for more than three (3) consecutive days, State Industrial Insurance (Worker's Compensation) will begin to pay time loss compensation. This compensation varies according to a set formula based on marital status and number of dependents.

An employee may use sick leave or paid vacation and receive worker's compensation at the same time. If the employee chooses, they may use the time loss payment from worker's compensation to voluntarily "buy back" the sick leave or paid vacation previously deducted from their accruals. Compensatory time cannot be bought back. Since worker's compensation only pays a percentage of full wages, an employee can only "buy back" a percentage of the leave their buy back sum represents. Generally, the employee will not suffer an income loss while receiving worker's compensation benefits so long as the employee has a paid leave balance available to supplement the difference between state benefits and compensation for normal working hours.

When an employee wishes to "buy back" utilized sick leave or paid vacation to cover a work-related injury or illness, they must turn the check over to payroll within two (2) weeks of the check date. Requests to "buy back" leave that was used more than two (2) months prior to the check date will not be honored. Based upon the employee's hourly rate and the amount of worker's compensation time loss received, payroll will determine the amount of leave to be bought back. Payroll will notify an employee when all available sick leave and/or vacation leave has been used. Once sick leave or other forms of accrued leave are exhausted, an employee who remains on workers compensation will keep worker's compensation time loss payments until they are able to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Section 16.5(a)(1) Should the Department of Labor and Industries move to electronic payment of time loss funds, the voluntary "buy back" program will be re-evaluated.

Section 16.5(b) During the period of time which an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases. Upon completion of eighteen (18) months of employment, regular full-time and part-time employees on a leave of absence due to an industrial injury shall continue to receive all Employer paid Health, Welfare, and Insurance Benefits as a regular employee until the employee returns to their regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 16.6 LEAVE LAWS. The Employer and the Union recognize the applicability to this Agreement of all federal and state laws related to protected leave for employees to care for themselves and/or their families. This includes but is not limited to: Industrial Insurance, the Washington Paid Family & Medical Leave Act, the Federal Family and Medical Leave Act of 1993, the Americans with Disabilities Act, Washington Law Against Discrimination, Military

Leave requirements, etc. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them and/or by this Agreement.

## ARTICLE 17 - HOLIDAYS

Section 17.1 The following days shall be designated as legal holidays and shall be granted with no reduction in salary:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee Choice Days (6)
Independence Day	

The Employee Choice Days may be taken within a calendar year period only when a two (2) week written notice is presented to the Department Director. If the request is denied, a mutually agreeable date should be selected at that time.

An employee shall be able to take their Employee Choice Day hours as of January 1 of each year. A total of eligible hours shall be kept and if an employee used too many Employee Choice Hours as of December 31, they shall reimburse the Employer any applicable hours through vacation or other available benefit hours or days. If none, and upon termination, reimbursement shall be deducted from the employee's final paycheck.

Section 17.1(a) Covered employees working less than full-time shall receive the same Employee Choice Days as other full-time employees except on a prorated basis calculated on an employee's full-time equivalency (FTE).

Section 17.2 An employee authorized by their supervisor in advance to work on a legal holiday shall receive one and one-half (1 ½) times the regular hourly rate of pay for the hours actually worked. Holiday pay shall be in addition to any pay for hours worked on a holiday.

Section 17.3 If any of the aforementioned holidays fall on Saturday, the holiday will be observed the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the observed holiday. Whenever a legal holiday is observed on a day which is an employee's normal day off, the affected employee shall observe the holiday within thirty (30) calendar days following the date the holiday is actually observed by the Employer. Requests for holiday observance shall be in writing. If the Employer denies a request for a particular date, a mutually agreeable date should be selected at that time.

Section 17.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall be granted the holiday and not be required to use vacation for the day for which the holiday is granted.

Section 17.5 The employee shall lose holiday pay for any unauthorized unreported absence



immediately before or immediately after a holiday. An employee chosen to work on a paid holiday must work as requested on this day or they shall forfeit all holiday pay. The Employer shall endeavor to provide the employee with written notification one (1) week prior to scheduling such employee for holiday work.

Section 17.6 Covered employees working less than full-time shall receive holiday benefits on a pro-rata basis according to the FTE assigned to their position as of the day of the holiday.

## **ARTICLE 18 - OUTSIDE TRAINING PROGRAMS**

Section 18.1 The Employer and any employee in the bargaining unit may, by mutual agreement, establish provisions by which such employee may enroll in an outside training program for the purpose of upgrading the employee's capacity to perform work of the Employer. Such provisions may include an agreement by the Employer to reimburse the employee for all or a portion of the cost of tuition involved in such training.

Section 18.2 Training periods may be conducted during and/or after regular working hours.

## **ARTICLE 19 - TECHNOLOGICAL CHANGES**

Section 19.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automated office machinery, it will notify the Union prior to such change and implementation and explain the nature and effect of such changes and job classifications affected.

Section 19.2 The Employer agrees to offer the new position(s) created by introduction of such technological changes to present employees who are displaced by such changes and who are qualified at the time of change-over to fill these positions before hiring from the outside market.

Section 19.3 The Employer agrees to institute a training program for those employees who are displaced by the introduction of such technological changes and who wish to accept employment in these automated positions. However, such employees must meet the reasonable and consistent requirements established by the Employer for such positions. Displaced persons shall receive first consideration for the positions. The Employer will determine at the end of a period of sixty (60) working days of such training whether an employee is qualified for a regular appointment to an automated position. Should any question arise regarding the employee's qualifications in this instance, the matter shall be subject to the Grievance Procedure.

**ARTICLE 20 - LAYOFF-RECALL PROCEDURES**

Section 20.1 LAYOFF PROCEDURE.

Section 20.1(a) No layoffs or reductions in staff shall occur when contract personnel are being utilized (for example, employees furnished by Kelly Services, Manpower, or similar agencies).

Section 20.1(b) In the event of a layoff or a reduction in staff, the Employer shall first notify the Union of the nature and extent thereof, then make such layoff or reduction in staff in the manner provided below.

Section 20.1(b)(1) The employee with the least amount of seniority within an affected classification as determined by the Employer shall be the first laid off. If the affected employee is not the least senior member of the bargaining unit, the Employer shall place the employee in a vacant job classification within the bargaining unit deemed appropriate by the Employer provided they can perform the job and possess any required certifications, or possess the basic skills to perform the job and obtain any required certification within one hundred and eighty (180) days of the employee's transfer into the new position. This process shall continue at the Employer's discretion until the least senior employee within the job classification is laid off.

Section 20.1(b)(2) Any covered employee of the Library who is laid off from work as a result of a layoff action will be given the opportunity to fill-in the hours of any part-time personnel in the Library; provided that, the required scheduling of temporary hours can still meet the needs of the Library.

Section 20.1(b)(3) Each affected employee shall be given at least ten (10) working days' written notice of a reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' written notice prior to leaving City employment.

This shall not apply to dismissals for just cause carried out under the terms of this Agreement.

Section 20.1(b)(4) A reduction in the number of hours of work available to any employee shall not be the subject of any provisions in this layoff section unless such reduction results in an employee working less than twenty-five (25) hours per week. Any reduction of hours shall occur by seniority within the affected department.

Section 20.2 RECALL PROCEDURE.

Section 20.2(a) The Employer shall not hire from the open market to fill vacancies in the bargaining unit while qualified employees on the recall list are willing to be re-

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

employed. The Human Resources Director shall place the names of the employees laid off on an eligibility list for recall. An employee shall remain active for one (1) year. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job position.

Section 20.2(b) The last employee laid off from a job will be the first recalled subject to **ARTICLE 9 - SENIORITY**.

Section 20.2(c) The names on the recall list will be removed by Management in accordance with **ARTICLE 9 - SENIORITY**, Sections 9.3(b) and 9.3(c).

Section 20.2(d) An employee recalled and reinstated to their former position or to another comparable position shall receive the prevailing contractual rate.

Section 20.2(e) Any notice of reemployment to an employee who has been laid off shall be made by certified mail, return receipt requested. Any employee who fails to report for work within two (2) weeks from the date the employee receives written notice of the opening shall forfeit all reemployment rights.

## **ARTICLE 21 - CONTINUATION OF WORK AND LOCKOUTS**

Section 21.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 21.2 The Employer agrees that it shall not lock out its employees. In the case of a legal picket line established by another Union in a strike, the Employer shall not require members of the bargaining unit to cross the picket line or to perform work normally performed by these other employees. It is further understood and agreed that refusal by a bargaining unit employee to go through a legal picket line shall not constitute a violation of this Agreement, nor shall such refusal be cause for discharge or disciplinary action of any kind.

Section 21.3 The Union shall not cause or condone any work stoppage, slowdown, refusal to perform customarily assigned duties, and sick leave absences which are not bona fide during the term of this Agreement, and if any such occur, the Union agrees to take appropriate action to end such interference.

## **ARTICLE 22 - COMPENSATION SCHEDULE**

Section 22.1 The Employer shall pay each full-time employee at least twice monthly.

Section 22.2 If a designated payday falls on a Saturday, Sunday or holiday, the paycheck for that payday shall be ready for each employee on the preceding business day.

Section 22.3 Any errors in any employee's pay shall be corrected on the next semi-monthly

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

paycheck, provided said error(s) are reported by the employee at least five (5) business days prior to issuance of the next check. Said reporting deadline is designed to allow processing time and failure to meet it will not result in forfeiture of an employee's right to claim an adjustment at a later date.

### **ARTICLE 23 - WAGE SCHEDULE**

Section 23.1 Effective January 1, 2023, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by a market-based percentage which varies by position, and an additional four percent (4%) Cost of Living Adjustment (COLA).

Effective January 1, 2024, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by the same COLA percentage authorized for Non-Represented employees in the Pay Resolution for the 2024 fiscal year, or two-point-five percent (2.5%), whichever is greater.

Effective January 1, 2025, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by the same COLA percentage authorized for Non-Represented employees in the Pay Resolution for the 2025 fiscal year, or two-point-five percent (2.5%), whichever is greater.

Section 23.2 Bargaining unit employees shall receive an additional fifty dollars (\$50) per month so long as they are responsible for the tagging of the residences of delinquent customers.

Section 23.3 The following positions shall receive an allowance of \$150 for the replacement of one (1) pair of work shoes per calendar year: Senior Meter Reader, HHCC Office Manager, and HHCC Facilities Assistant.

Section 23.4 Regular employees approved to use a personal vehicle for Employer business shall be compensated at the prevailing Employer (IRS) rate.

Section 23.5 A premium of one dollar (\$1.00) per hour shall be paid to all employees for hours worked between 7:00 p.m. and 7:00 a.m. of any working day when the hours worked fall outside of the employee's regular work hours and the employee is not working on a callout or overtime basis. This does not apply to employees of the Library/HHCC.

Section 23.6 WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by his/her Department Director or designee, to perform work in a higher pay classification shall receive the starting pay level of such classification for all time so assigned: provided however, that in order to receive such higher pay, the employee must have been assigned to and have adequately performed the essential duties and responsibilities of the higher classification for a period of five (5) or more consecutive days. The referenced five (5) days shall relate to consecutive workdays for each separate and specific instance or work project. If the starting pay level of the higher pay position is lower

than the employee's pay level in his/her regular position, the employee shall be compensated at the higher classification's next pay level above the employee's regular pay level.

## **ARTICLE 24 - JURY DUTY AND WITNESS PAY**

Section 24.1 The Employer shall grant a leave of absence with pay to any employee for any of the following reasons:

- (a) To serve on a Federal, Superior, Municipal or District Court jury.
- (b) To serve as a witness in Federal, Superior, Municipal or District Court in a civil or criminal case involving the Employer or in connection with the employee's official duties.

Section 24.2 Pay during the above types of leave shall be at the employee's regular straight-time salary less any amount received by the employee as compensation for the jury or witness duty performed.

## **ARTICLE 25 - CLOTHING**

The Employer shall pay for the cost of all equipment and clothing required for a particular job if the equipment and clothing is required, unique, and peculiar to that job. The Employer and the Union agree that footwear should be provided to the Code Enforcement and Animal Control Officers; the footwear will be selected by the Employer as part of the officers' uniforms. Although the equipment or clothing shall be issued to the affected employees, ownership shall remain with the Employer, and the employee shall return the equipment or clothing to the Employer upon separation from service. Use of Employer-purchased equipment and clothing should be confined to on-duty hours; provided, however, an employee may wear Employer-purchased clothing while in transit directly to and from work.

## **ARTICLE 26 - HEALTH, WELFARE, AND INSURANCE**

Section 26.1 The Employer agrees to continue pre-existing benefits applicable to the employees of the coverage group according to the enrollment requirements in each of the respective policy contracts. The Employer will provide qualifying bargaining unit members with health insurance coverage under the same insurance plan provided non-represented City employees, with premiums paid at ninety percent (90%) Employer's expense. The employees shall, by payroll deduction, pay that portion of the premiums not paid by the Employer. The Employer retains the right to select the carriers for any and all of the following coverages, provided employee benefits are not materially reduced. Any future change in insurance carriers or plans which will result in a material change of benefits will be negotiated prior to implementation.

Section 26.2 Part-time employees shall be eligible for enrollment in the Employer's insurance

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

group coverage program, provided they work a minimum of twenty-five (25) hours per week, and such employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week shall be provided \$25,000 life insurance through the Employer's Group Life Insurance Program.

Section 26.2(a) Regular part-time employees who work less than twenty-five (25) hours per week are ineligible for the health insurance benefits provided in this Agreement; they shall receive two-hundred dollars (\$200.00) differential per month.

Section 26.3 Claims shall be made and processed under normal insurance company procedures.

Section 26.4 The Employer agrees to provide dental and vision insurance benefits for each regular full-time employee and their dependents.

Such dental benefits shall be provided through a group coverage dental plan. The Employer agrees to pay for such dental and vision insurance coverage, subject to the same Employer cost limitations and employee deduction provisions set forth in Section 26.1 above.

Covered part-time employees shall be eligible for enrollment in said plan provided a minimum of twenty-five (25) hours are worked per week.

Section 26.5 If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article, the Employer and the Union shall meet to negotiate the impact(s) of such insurance benefits and premiums so affected.

Section 26.6 Full-time and part-time employees who work a minimum of twenty (20) hours per week, may participate in the Flexible Spending Accounts (FSA's) offered by the Employer for Medical and Daycare expenses.

## **ARTICLE 27 - RETIREMENT PLAN**

Section 27.1 Employees shall be covered by the Public Employees Retirement System (PERS) or its successor as hereinafter provided based on full salary contributions matched by the Employer at the rate established by state statutes.

Section 27.2 An employee may also participate in any voluntary deferred compensation plan made available by the Employer.

## **ARTICLE 28 - LABOR MANAGEMENT COMMITTEE**

The Employer and the Union will establish a single joint Labor/Management Committee, which will meet at least every four (4) months, and will be scheduled so as to minimize the interruption to the Employer's operations to the extent possible. The purpose of the Committee

is to foster improved communication between the Employer and the employees. The function of the committee will be advisory. Except as otherwise agreed by the parties, the committee shall include three (3) bargaining unit members and one (1) Union Staff Representative or Business Agent, and not more than four (4) management representatives. Any member of the committee may recommend issues to be discussed. Topics for the agenda will be shared at least one (1) week before the meeting. Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time.

## **ARTICLE 29 - CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES**

The parties agree that the intention of this Agreement shall be consistent with the personnel-related resolutions and City of Ellensburg ordinances, and where it is found that provisions of this Agreement are in conflict, that the language of this Agreement shall prevail as to the employees covered thereunder.

## **ARTICLE 30 - CIVIL SERVICE RULES AND REGULATIONS**

The Employer shall notify the Union, and provide a copy, of any changes to the Civil Service Rules and Regulations as they relate to bargaining unit employees.

## **ARTICLE 31 - DEFINITIONS**

Section 31.1. The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 31.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 31.1(b) REGULAR PART-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work twenty (20) or more hours but less than forty (40) hours per week.

Section 31.1(b)(1) For the Library/HHCC: any employee covered by this agreement who is scheduled to work ten (10) hours or more hours but less than forty (40) hours per week.

Section 31.1(c) TRIAL PERIOD EMPLOYEE. Any employee who is serving an initial trial period in a budgeted position, including transferred employees. During the designated term, the employee must satisfactorily demonstrate the knowledge, skill, and ability to perform the required duties of the position.

Section 31.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the

Employer for less than four (4) months.

Section 31.1(e) IMMEDIATE FAMILY. Includes the following: spouse; Washington State Domestic Partnership; parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto); child (regardless of age); brother or sister; mother or father-in-law; son or daughter-in-law; grandparent; grandchild; or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage, or adoption.

Section 31.1(f) DIVISION. Specialized areas within a department. For example, in the Public Works and Utilities Department, there are several divisions: Light, Gas, GIS, Administrative; in Parks and Recreation there are different facilities: Pool, Youth Center, Adult Activity Center.

Section 31.1(g) HIGHER CLASSIFICATION. Higher classification is typically identified by one or more of the following: a higher wage scale, more advanced minimum qualifications (education, specialized training, work history, and other pertinent knowledge, skills, and abilities), a higher level of responsibility.

## **ARTICLE 32 - DURATION**

Section 32.1 This Agreement shall be in effect from January 1, 2023 through December 31, 2025. In order to re-open negotiations for succeeding years, either party may give notice of intent not more than one-hundred and twenty (120) nor less than ninety (90) days prior to December 31, 2025.

Section 32.2 Without giving written notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

## **ARTICLE 33 - SEPARABILITY CLAUSE**

In the event that any provision of this Agreement shall be determined to be illegal or in violation of any Federal or State law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this Agreement and all other positions, unless dependent upon the excised portion, shall remain in full force and effect. The parties shall immediately enter into negotiations for the purpose of achieving replacement language for the excised portion.



**ARTICLE 34 - EMBODIMENT**

The Employer and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement except as otherwise provided herein or by mutual consent.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

EXECUTED in Ellensburg, Washington this 5th day of June, 2023.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-  
CIO

CITY OF ELLENSBURG

By Angie Wedekind  
Angie Wedekind, Union Representative

By Nancy Lillquist  
Nancy Lillquist, Mayor

By Suzanne Mode  
Suzanne Mode, Business Manager

By Heidi Behrends Cerniwey  
Heidi Behrends Cerniwey, City Manager

By Brandon Ambrose  
Brandon Ambrose, Bargaining Committee

ATTEST  
By Belto Seader  
City Clerk

By Shannon D. Johnson  
Shannon Johnson, Bargaining Committee

By Renee Moore  
Renee Moore, Bargaining Committee

Approved as to Form  
By Terry Weiner  
Terry Weiner, City Attorney

By Regina C. Tipton Llamas  
Regina Tipton Llamas, Bargaining Committee

By Pyper Stever  
Pyper Stever, Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

**APPENDIX “A” WAGES  
CITY OF ELLENSBURG**

**01/01/2023 – Market based adjustment + create steps**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	2022 Rate
Account Clerk I/RPZ	2,980	3,166	3,353	3,539	3,725	3,673
Account Clerk II	3,530	3,750	3,971	4,191	4,412	4,069
Accounting Specialist	4,353	4,625	4,897	5,169	5,441	4,824
Adult Activity Center Coordinator	4,190	4,451	4,713	4,975	5,237	4,822
Animal Control Officer	3,662	3,891	4,120	4,349	4,578	4,222
Associate Planner	4,420	4,696	4,973	5,249	5,525	5,448
Billing Specialist	4,353	4,625	4,897	5,169	5,441	4,336
Code Enforcement Officer	3,662	3,891	4,120	4,349	4,578	4,053
PW Development Supervisor	5,696	6,052	6,408	6,764	7,120	7,020
Engineering Specialist I	5,397	5,735	6,072	6,409	6,747	n/a*
Engineering Specialist II	5,710	6,067	6,424	6,781	7,138	n/a*
Engineering Tech I	4,250	4,516	4,782	5,047	5,313	n/a*
Engineering Tech II	4,434	4,712	4,989	5,266	5,543	n/a*
Engineering Tech III	5,084	5,402	5,720	6,037	6,355	n/a*
GIS Specialist	4,369	4,642	4,915	5,188	5,461	5,385
GIS Supervisor	5,696	6,052	6,408	6,764	7,120	6,415
HHCC Facilities Assistant	2,731	2,902	3,073	3,243	3,414	3,032
HHCC Office Manager	3,697	3,928	4,159	4,390	4,621	4,104
LE Records Clerk	3,745	3,979	4,213	4,447	4,681	3,782
Library Assistant	2,731	2,902	3,073	3,243	3,414	3,032
Library Associate	3,697	3,928	4,159	4,390	4,621	4,104
Library Office Specialist	3,312	3,519	3,726	3,933	4,140	3,677
Library Specialist	3,186	3,386	3,585	3,784	3,983	3,537
Parks & Rec Office Assistant	3,474	3,691	3,908	4,125	4,342	4,004
Payroll & Accounting Specialist	4,531	4,814	5,098	5,381	5,664	5,224
Payroll/Benefits Technician	3,762	3,997	4,232	4,467	4,702	4,336
Permit Technician	3,990	4,239	4,488	4,738	4,987	4,917
Planner	5,166	5,489	5,812	6,135	6,458	5,956
Planning Technician	3,990	4,239	4,488	4,738	4,987	4,917
PW Admin Assistant	3,798	4,035	4,272	4,510	4,747	4,681
Senior Meter Reader	3,880	4,123	4,365	4,608	4,850	4,782
Senior Planner	5,609	5,959	6,310	6,660	7,011	6,466
Stormwater/Urban Forestry Tech	5,084	5,402	5,720	6,037	6,355	6,136
Youth Center/Athletic Program Coord	4,775	5,074	5,372	5,671	5,969	5,164

\* The Engineering Techs and Specialists were specified by division previously; this combines them all into one pay scale per title for consistency.

**SPECIAL PROVISION:** Employees of the Police Department Records Division who were employed on January 1, 2023 will receive a one-time signing bonus of \$300.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CITY OF ELLENSBURG

**APPENDIX “A” WAGES  
CITY OF ELLENSBURG**

**01/01/2023 – COLA (4%)**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk I/RPZ	3,099	3,293	3,487	3,680	3,874
Account Clerk II	3,670	3,900	4,129	4,359	4,588
Accounting Specialist	4,527	4,810	5,093	5,376	5,659
Adult Activity Center Coordinator	4,357	4,629	4,901	5,174	5,446
Animal Control Officer	3,809	4,047	4,285	4,523	4,761
Associate Planner	4,597	4,884	5,171	5,459	5,746
Billing Specialist	4,527	4,810	5,093	5,376	5,659
Code Enforcement Officer	3,809	4,047	4,285	4,523	4,761
PW Development Supervisor	5,924	6,294	6,665	7,035	7,405
Engineering Specialist I	5,614	5,964	6,315	6,666	7,017
Engineering Specialist II	5,939	6,310	6,682	7,053	7,424
Engineering Tech I	4,421	4,697	4,973	5,250	5,526
Engineering Tech II	4,612	4,900	5,189	5,477	5,765
Engineering Tech III	5,287	5,618	5,948	6,279	6,609
GIS Specialist	4,543	4,827	5,111	5,395	5,679
GIS Supervisor	5,924	6,294	6,665	7,035	7,405
HHCC Facilities Assistant	2,841	3,018	3,196	3,373	3,551
HHCC Office Manager	3,845	4,085	4,325	4,566	4,806
LE Records Clerk	3,894	4,138	4,381	4,625	4,868
Library Assistant	2,841	3,018	3,196	3,373	3,551
Library Associate	3,845	4,085	4,325	4,566	4,806
Library Office Specialist	3,445	3,660	3,875	4,091	4,306
Library Specialist	3,314	3,521	3,728	3,935	4,142
Parks & Rec Office Assistant	3,613	3,839	4,064	4,290	4,516
Payroll & Accounting Specialist	4,713	5,007	5,302	5,596	5,891
Payroll/Benefits Technician	3,912	4,157	4,401	4,646	4,890
Permit Technician	4,149	4,408	4,667	4,927	5,186
Planner	5,373	5,709	6,044	6,380	6,716
Planning Technician	4,149	4,408	4,667	4,927	5,186
PW Admin Assistant	3,950	4,196	4,443	4,690	4,937
Senior Meter Reader	4,035	4,287	4,540	4,792	5,044
Senior Planner	5,833	6,197	6,562	6,926	7,291
Stormwater/Urban Forestry Tech	5,287	5,618	5,948	6,279	6,609
Youth Center/Athletic Program Coord	4,966	5,277	5,587	5,898	6,208

2024 – COLA will match what is approved in the 2024 annual Pay Resolution for Non-Represented employees, with a minimum of 2.5%.

2025 – COLA will match what is approved in the 2025 annual Pay Resolution for Non-Represented employees, with a minimum of 2.5%.