

**RESOLUTION NO. 1463**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON, APPROVING A COLLECTIVELY BARGAINED AGREEMENT  
WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL 2, LOCAL 1191-CD  
(TERM OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2021); AUTHORIZING  
THE MAYOR TO EXECUTE AND IMPLEMENT SAID AGREEMENT; AND SETTING  
AN EFFECTIVE DATE**

**WHEREAS**, the duly authorized representatives of the City of Dayton in good faith have negotiated a one-year collective bargaining agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Council 2, Local 1191-CD ("AFSCME"), concerning wages, hours, terms, and other conditions of employment for the term of January 1, 2021 through December 31, 2021; and

**WHEREAS**, the Agreement has been lawfully and properly ratified by the membership of AFSCME; and

**WHEREAS**, the City Council finds that the best interests of the City are served by executing the Agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, DOES  
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. AUTHORIZATION.** The collectively bargained agreement between the City of Dayton and AFSCME, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

**SECTION 2. EXECUTION.** The Mayor is hereby authorized to execute the contract on behalf of the City of Dayton.

**SECTION 3. IMPLEMENTATION.** The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.


**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective and in full force immediately upon passage.

**PASSED** by the City Council of the City of Dayton, Washington on this 14<sup>TH</sup>  
day of April, 2021.

City of Dayton

  
Zac Weatherford, Mayor

Attested/Authenticated by:

  
Trina Cole, City Administrator

Approved as to form:

  
Quinn Plant, City Attorney

CITY OF DAYTON  
MAR 26 2021

REC'D BY 

**2021**

**COLLECTIVELY BARGAINED AGREEMENT**

**Between**

**CITY OF DAYTON, WASHINGTON**

**And**

**COUNCIL 2**

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

**Representing**

**Local 1191 - CD**

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

**EFFECTIVE**

**JANUARY 1, 2021, THROUGH DECEMBER 31, 2021**

**2021**

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**EFFECTIVE**

**JANUARY 1, 2021, THROUGH DECEMBER 31, 2021**

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## **PREAMBLE**

This Agreement is between the City of Dayton, hereinafter referred to as the "Employer", and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1191-CD hereinafter referred to as the "Union". The purpose of this Agreement is to establish the standards regarding hours of work, rates of pay, working conditions, to eliminate as far as possible political consideration from policy, to promote the morale, well-being and security of the employees.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent, as authorized by the Washington State Public Employees Collective Bargaining Act, for all City employees except:

Temporary Employees

Uniformed Employees

Administrative and Supervisory Employees

Clerical Staff within City Hall

## **ARTICLE 2 - UNION SECURITY**

- 2.1 Exclusive Bargaining Agent: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES / AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 2.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 2.3 Questions About Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 2.4 Signed Dues Deduction Authorization: Current union members and those who choose to join the Union and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department.

The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. The Employer shall continue to deduct and remit union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

- 2.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15<sup>th</sup> of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted.
- 2.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union staff representative and Local Union President in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 2.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, ...) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

### **ARTICLE 3 - UNION/MANAGEMENT RELATIONS**

- 3.1 The purposes of this Agreement is to ensure true Collective Bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the Employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of plant, protection of City property, and safety of employees; and to that end the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

- 3.2 All Collective Bargaining with respect to this Agreement shall be conducted by the authorized representatives of the Union. Union officers and elected delegates shall be granted time off with pay for negotiations with the City or their designees, and to conduct other general Labor/Management business.
- 3.3 Agreements reached between the parties to this Agreement shall become effective only when signed by the Staff Representative of the Union and the Mayor of the City of Dayton.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 **Retention of Rights.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof, and not specifically limited by this Agreement. It is jointly recognized that the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral instruction or written work rule, existing or future.
- 4.2 **Management Rights.** The exclusive prerogatives, functions and rights of the Employer which it has the right to implement without negotiating about the decision(s) shall include, but not be limited to, the right to:
- 4.2.1 determine its mission and policies and to set forth all standards of service offered to the public;
  - 4.2.2 determine the nature and extent to which the Employer shall operate and to change such methods or procedures;
  - 4.2.3 direct and supervise all operations and functions affecting the Employer;
  - 4.2.4 use the services of temporary, part-time, and volunteer workers;
  - 4.2.5 promulgate and enforce all rules for operations, efficiency, and safety;
  - 4.2.6 decide, from time to time, the number and locations of offices;
  - 4.2.7 perform bargaining unit work under the following circumstances:
    - (a) in the instruction or demonstration of work methods and procedures; or
    - (b) during emergencies, as determined by the Employer, or other circumstances when failure or refusal to perform work would create or result in damage to materials, machinery, products, equipment, property, personnel or the public; or

- (c) in the performance of experimental and developmental work until the Employer determines the work is ready for regular use; or
  - (d) other circumstances which the Employer determines it is appropriate.
- 4.2.8 determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated;
  - 4.2.9 set standards of service, and establish or modify department policies, procedures, work rules, regulations, safety procedures and administrative instructions and procedures;
  - 4.2.10 create or eliminate positions/classifications with notice to the Union;
  - 4.2.11 create job descriptions and introduce new and revise existing duties within the bargaining unit with notice to the Union;
  - 4.2.12 determine the nature and qualifications of the work force and assigning duties and equipment, along with deciding and determining employees' qualifications, including establishing the necessary minimum qualifications for any position.
  - 4.2.13 evaluate employees' competency, performance, and direct their work assignments;
  - 4.2.14 establish, assign and change job assignments, hours of work, work schedules, standards of performance.
  - 4.2.15 determine staffing requirements and the quality and quantity of work performed.
  - 4.2.16 create, assign and adjust shifts, workdays, hours of work and work locations, and determine work schedules and time off;
  - 4.2.17 select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods, equipment or facilities;
  - 4.2.18 hire, classify, orient, promote, train, qualify, transfer, retain, layoff, discipline, suspend without pay, demote or discharge (for cause) employees in the bargaining unit;
  - 4.2.19 require, distribute or eliminate overtime work;
  - 4.2.20 reduce the number of authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or for other legitimate reasons, and recall employees when appropriate;
  - 4.2.21 close, liquidate or discontinue offices, departments, jobs, operations of facilities, or combination of facilities, or relocate, reorganize, or combine the

work of offices, departments, jobs or facilities for budgetary or other legitimate reasons;

4.2.22 initiate, continue, or discontinue training and educational programs and determine the need and curriculum for additional educational courses, training programs, on-the-job training and cross-training, and assign employees to such duties for periods to be determined by the Employer; and

4.2.23 contract out for goods and services; Employer may temporarily assign contracted personnel to work with Employer personnel, as needed. The Employer will provide the Union notification as soon as practical when the Employer contemplates contracting out for goods and/or services. To the extent feasible, the notification will include the rationale for the Employer's decision. If requested by the Union, the Employer will meet and confer with Union to share information during the decision making process. Thereafter, the Employer will conclude its decision and has the right to implement the decision.

4.2.24 make any and all budgetary determinations including reducing or increasing the budgets.

**4.3 Exclusive Rights.** The Union recognizes that the above statement of management rights is for illustrative purposes only and agrees such rights will not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. The Employer expressly reserves, and the Union agrees that the Employer retains, all customary, usual and exclusive rights as set out in this Agreement.

**4.4 Effects Bargaining.** If the Employer makes a section 4.2 decision which has a significant effect on working conditions, the Employer will provide as much written notice as is practicable, based on the circumstances of the decision, to the Union and provide the Union with an opportunity to bargain the effects before the Employer implements the changes based on the Employer's decision. The notice to the Union will declare the implementation date. This provision pertaining to effects bargaining does not apply to those Employer decisions made and implemented based on the CBA's current provisions which already give the Employer the right to make changes and implement them.

## **ARTICLE 5 - DISCIPLINARY ACTION**

**5.1** The Employer may reprimand, suspend without pay or discharge/terminate an employee for the following causes, but not limited thereto:

- A. Consuming intoxicants or illegal drugs excluding drugs taken by prescription while on duty;
- B. Reporting for duty with the presence of alcohol in the bodily systems (blood, breath and/or urine);

- C. Disobedience to a legal request or directive by the employee's supervisor;
- D. Incompetence; inability to comply with or support goals of the Employer relating to the amount and quality of work;
- E. Deliberate destruction of Employer's or another employee's property;
- F. Neglect of duty;
- G. Unexcused discourtesy to the public;
- H. Non-compliance and/or violation of Employer rules, program regulations and policies and procedures;
- I. Disorderly conduct;
- J. Sleeping on duty;
- K. Giving or taking of a bribe of any nature;
- L. Failure to report for duty without a bona fide reason;
- M. Excessive absenteeism;
- N. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use;
- O. Misuse of sick leave policies;
- P. Violation of No-Strike clause;
- Q. Failure to maintain necessary licenses, credentials, certifications, continuing education/training, suspension of credentials and certifications, etc.;
- R. Loss of credentials and/or certifications through administrative and/or legal proceedings;
- S. Dishonesty, theft and/or misappropriation;
- T. Any other causes that normally support disciplinary action inclusive of but not limited to violation of Employer written and/or verbal policies, procedures and directives. This would include other causes addressed in arbitration cases and other employment type cases.

**5.2** The disciplinary actions which the Director or designee may take against an employee include:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension from work without pay
- D. Demotion (NOTE: demotion means reduction in classification and pay)
- E. Discharge/termination

**5.3** The Employer may suspend without pay, demote, discharge/terminate an employee for cause. The specified charges shall be made available to the employee in writing and notice shall be given to the Union at the time action is taken unless Section 5.4 is

applicable. An employee may not be suspended without pay for more than thirty (30) working days.

- 5.4 When circumstances are such that retention of the employee will likely result in disruption of Employer programs, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend an employee with pay in accordance with section 5.9 below.
- 5.6 The Employer may prepare, issue and enforce additional rules and safety regulations not specifically outlined above, necessary for safe, orderly and efficient operation as mandated by State law and/or regulations.
- 5.7 When existing work rules are changed or new rules are established, they shall be provided to the employees prominently in writing or via electronic communication system for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. This provision is subject to the procedures set forth in Section 4.4.
- 5.8 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.  
  
Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- 5.9 **Suspension with Pay.** At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Such suspension is not a disciplinary action and may not be grieved. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 5.10 Written reprimands shall be removed from the employee's personnel file after two (2) calendar years, provided no similar disciplinary actions have occurred within the two (2) calendar years. If other disciplinary actions have occurred within the two (2) years then all reprimands shall remain in the file for two (2) more years, etc.
- 5.11 Suspensions without pay, demotions and discharges/terminations shall remain in the employee's personnel file permanently.
- 5.12 **Background Checks.** Employees who work with cash and/or are responsible for providing public services may be required to undergo and successfully complete a thorough background check if the Employer suspects the employee has engaged in activities which could adversely affect his job performance or the interests of the Employer in providing services to the public. This background check shall be at Employer expense.
- 5.13 **Loss of Credentials.** If an employee has necessary certification(s), license(s), etc. suspended or revoked, said employee is subject to discharge/termination. Examples

include but are not limited to CDL, valid driver's license, wastewater treatment certification(s), etc.

- 5.14 Disability discharge/termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.1** Any grievance which may arise between the parties concerning the application, meaning or interpretation of specific provisions of this Agreement shall be settled in accordance with the following procedures. Time frames specified in this article may be waived by mutual agreement of the parties in writing.

Should the employee or the Union fail to timely file a grievance or fail to comply with the prescribed time frames in the steps, the grievance shall be forever waived and lost. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to timely proceed to the next step in accordance with the steps below.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

6.1.1 The alleged grievance must contain the following:

- A. The specific contract provision violated.
- B. The specific action(s) that occurred.
- C. The names of the employee(s) affected by the alleged contract violation.
- D. When the alleged violation occurred.
- E. The remedy sought.

- 6.2 Informal Grievance.** The employee, with or without the Union representative, shall present the grievance to the employee's City Supervisor within twenty (20) calendar days of the occurrence giving rise to the grievance, or within twenty (20) calendar days of when the employee reasonably should have known of the occurrence. The City Supervisor shall set a date within twenty (20) calendar days for an informal meeting which includes the employee and a representative from the Union, the Mayor, and the City Supervisor wherein all pertinent facts and information will be presented and reviewed. The City Supervisor shall attempt to adjust the matter in writing within twenty (20) calendar days of the meeting.

6.2.1 If the City Supervisor fails to respond within twenty (20) calendar days or if the grievance remains unresolved, the Union representative may then proceed through the formal grievance process if timely filed.

### **6.3 Formal Grievance Process.**

**Step 1:** Grievances that remain unresolved after the informal process shall be submitted by the Union representative to the City Supervisor within twenty (20) calendar days of the City Supervisor's response or his/her failure to respond. The City Supervisor shall have twenty (20) calendar days to investigate the grievance and to hold a meeting with the employee and the Union representative present along with the Mayor, or designee. Within ten (10) calendar days of the meeting, the City Supervisor may issue a written response to the Union. If the grievance involved a decision or action by the Mayor then the grievance shall be submitted directly to the Mayor at Step 2 below.

**Step 2:** If the grievance has not been settled at Step 1, the written grievance and if there is a City Supervisor's response, both shall be submitted to the Mayor within twenty (20) calendar days of receipt of the Step 1 response if issued or the due date if no response was issued. A grievance directly to the Mayor must be filed within twenty (20) calendar days of the date of the decision or action by the Mayor. If the grievance is timely filed at step 2 then the Mayor may hold a grievance meeting with the employee, the Union representative and the Department Manager present. The purpose of the grievance meeting is for the Union and employee to present the facts and issues to the Mayor. The Mayor will issue a written decision within twenty (20) calendar days of the grievance meeting. If the Mayor elects not to hold a grievance meeting then the Mayor will issue a decision within twenty (20) calendar days of when the Step 2 grievance was timely filed.

**Step 3:** If a party to the grievance is unsatisfied with the decision at Step 2, the dissatisfied party shall submit a written request for Public Employment Relations Commission (PERC) grievance mediation to the other party within twenty (20) calendar days of the Step 2 response or decision. Thereafter, the parties shall file a Request for Grievance Mediation with PERC.

#### **Step 4: Final and Binding Arbitration.**

- A. If Mediation (Step 3) fails then either party to this agreement (not an employee) may refer unsettled grievances which concern provisions of this agreement to an arbitrator.
- B. A request for arbitration shall be in writing and shall be submitted to the other party not more than twenty (20) calendar days after the Mediation process has failed unless the time shall be extended by mutual written agreement.
- C. After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator and said selection shall take place within ten (10) calendar days after receipt of the intent to arbitrate.

If the parties cannot agree on an arbitrator, a request shall be sent to the Public Employment Relations Commission (PERC) requesting a list of eleven (11)

names from the register. The arbitrator shall be selected by the Employer and the Union within a reasonable time after the list is received. Both the Employer and the Union shall have the right to alternately strike one (1) name from the panel beginning with the party filing for arbitration. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

The Employer and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however that the arbitrator's function shall be limited to determining whether the Employer or the Union have violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have no power to destroy, change, delete from or add to the terms of this agreement. The arbitrator shall convene the hearing as soon as the arbitrator's calendar and the parties' representatives' calendars permit. The arbitrator shall issue his/her decision within a reasonable time from the date of the arbitration hearing.

- D. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally the fees and expenses of the arbitrator.

## **ARTICLE 7 - SENIORITY, PROMOTIONS, LAYOFF & RECALL**

- 7.1 **Seniority.** Means an employee's length of continuous service with the Employer since the employee's last date of hire.

- A) Seniority provisions shall not apply to new employees until completion of their initial probation.
- B) An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharged for just cause and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from their record.
- C) In the event of a change in seniority, the Employer shall post on the bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.
- D) Temporary employees who have worked more than a continuous one Hundred eighty (180) day period, and are hired to fill a regular full-time position, within one (1) year of their termination as a temporary, shall have their temporary time added to their length of service.

- 7.2 **Layoff and Recall.** When it is necessary to reduce the work force, the Employer shall determine the number of employees. The Local President will be notified of the number of employees designated for reduction, as soon as the determination is made. When reducing the work force, equal consideration will be given to the employee's qualifications, ability, experience, and seniority. If all things considered are equal, then seniority will be the determining factor.

Employees who are laid off shall be placed on recall status for a period of twelve (12) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff. When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification. Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status. Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within twelve (12) months from the date of the layoff shall have previously accrued bargaining unit seniority restored.

### **7.3 Job Posting/Promotions:**

- A)** The City shall be the sole determiner as to the need or necessity for filling any vacancy or new position.
- B)** If Management determines that a vacancy or new position should be filled, then, and in that event, said opening shall be posted for one (1) work week at each duty station, prior to the selection of any employee. The vacancy or new position shall be filled within thirty (30) days from the date the bid sheet is posted. The bid sheet shall remain posted until the City starts a procedure for hiring from the outside.
- C)** All regular employees covered by the Agreement, may be eligible to apply for the available position, provided Management has determined that it is going to fill said vacancy or new position.
- D)** The City shall have the right to select the individual for the available position. Present employees will be given preference, provided said employees are qualified.
- E)** In the event of a question as to the qualifications' of an employee applying for an available position, the City shall make the sole determination as to said employee's qualifications, taking into equal consideration work force requirements, job descriptions, ability, performance evaluations, seniority, experience and competence. In the event the City determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.
- F)** In the event that any employee, who has been determined by the City to be qualified for the available position, does not elect to accept the available position, then, and in that event, the next qualified employee as determined by the City shall be eligible. In the event the seniority list becomes exhausted, the City has the right to consider employees with less than ninety (90) days service or hire a new employee for the available position.
- G)** In the event that an employee accepts an available position and fails to meet job standards within the trial service period of up to thirty (30) working days, he/ she

shall revert to their previously held position subject to prior approval by the City. The City shall be the sole determiner as to whether or not an employee fails to meet job standards within the previously referenced service period. The City may revert an employee at any time during the trial-service period, if the City determines that said employee is not capable of meeting the job standards.

- H) An employee who has refused a position shall not have the right to displace the holder of said position.
- I) The Employer on January 1, of each year will provide a seniority list of current employees, listing their anniversary dates. The Employer will not be required to provide a new seniority list annually unless there have been additions, deletions and/ or changes to the previous listing of employees.

## **ARTICLE 8 - HOLIDAYS**

### **8.1 Legal holidays to be observed by the Employer are:**

New Years' 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 <sup>th</sup>
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 (2) Floating Holidays	

**8.2** Any work performed on any of the holidays shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, in addition to the holiday pay. To be eligible for holiday pay, the employee must work the regular work day before and the regular work after the paid holiday, unless they are on paid leave of absence (e.g. sick or vacation leave). The Employer shall post a sign-up sheet for employees to sign up to work holidays. The most senior employee shall be given first choice. If a senior employee has signed up for a second holiday and an employee with less seniority signs up for the same holiday, the employee with least seniority shall get to work the holiday. If no employee signs up to work the holiday, the employee with the least seniority shall work the holiday. Notice will be given as to who works the holiday five (5) days prior to the actual holiday. Employees not scheduled to work the holiday, but are called into work shall either receive Holiday pay or shall at their option, receive a substitute holiday equal in length to their regular shift. Substitute holidays shall be taken by the end of the next pay period.

**8.3** Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on a Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an

employee is on sick leave or vacation, the employee will not be charged for such holiday.

- 8.4** Floating holidays must be taken in the year in which they are earned.

## **ARTICLE 9 - VACATION**

- 9.1** After six (6) months service with the Employer, all employees shall be eligible for paid vacation. Employees shall start earning annual leave allowance as of the date of hire.
- 9.2** Annual leave shall be earned and available annually, based on the following schedule:

<b>Service</b>	<b>Days Per Month</b>	<b>Days Annually</b>
Less than 1 year to 5 Years	1	10 Days
6 years to 10 years	1-1/4	15 days
11 years to 15 years	1-1/2	18 days
16 years to 20 years	1-2/3	20 days
21 years to 25 years	1-5/6	22 days
26 years or more	2	24 days

- The Employer shall make the determination as to interpretation of eligibility for each category above.
- 9.3** Vacation requests shall be submitted in writing with as much advance notification as possible. Vacation time for employees will be approved by the Superintendent, or his designee prior to the start of the vacation period. The employee with the greater seniority shall be given his/her choice of vacation in the event of a conflict over when vacation is to be taken; provided the employee with seniority has not scheduled vacation time previously in the current year.
- 9.4** Unused vacation is accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year or paid upon retirement or termination will be limited to thirty (30) working days.
- 9.5** An employee whose service is terminated by death, reduction of force, termination, resignation or by retirement, shall be paid for accrued vacation leave.
- 9.6** Employees have the right to use vacation in any manner they wish, provided requests shall be limited to a minimum of no less than half-day increments.

## **ARTICLE 10 - SICK LEAVE**

- 10.1** Sick leave shall be cumulative to a total of one hundred twenty (120) working days, at the rate of one (1) day of leave for each month of service.

Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reason, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that, they will work jointly to prevent misuse and/ or abuse of sick leave. This means consultation with the appropriate Local President or designee in regard to a specific problem.

**10.2** An employee who is eligible for State Industrial Compensation because of an on-the-job injury, shall be paid sick leave and/or vacation leave in the amount of the difference between their regular pay and the amount paid by State Industrial for time off the job, after the first three (3) days. The first three (3) days shall be paid with the full amount of sick leave. Should the employee be later paid by State Industrial for the first three (3) days of absence, the amount paid to the employee by State Industrial for three (3) days, shall be credited to the City of Dayton as money due the employee in the next pay period. The prorated amount of sick leave and/ or vacation leave as determined by the ratio of regular sick leave and State Industrial Compensation that shall be charged to the employee as time off the job.

**10.3** Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Any employee who is off work due to illness, for five consecutive (5) days or more may be required to provide a doctor's verification of the illness.

An employee whose attendance record is unsatisfactory and whose record has not improved, as a result of application of Section 1 of this Article, may be notified and required to provide a statement from a medical care provider in event of future absence from work. Such statement from the medical care provider must indicate if a condition exists which affects the employee's ability to perform his/her job duties.

**10.4** Employee's sick leave may be used to tend to illness of the employee's spouse, child, parent, or spouse's parent. The use of sick leave for these purposes will be charged against the employee's accumulated sick leave. The Employer may require a signed doctor's statement certifying the seriousness of the family member's illness, when an employee uses personal sick leave in accordance with this Section, (R.C.W. 49.12.270).

**10.5** Each permanent employee will be allowed up to three (3) days, with pay for bereavement leave, because of death in the immediate family. This leave will not be deducted from the employee's sick leave or vacation leave. At the Employer's option, the Employer may grant additional leave. "Immediate Family", shall include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents of the employee or any relative living in the employees immediate household.

**10.6** An employee shall receive one (1) paid day off for every nine (9) days of accumulation over the one hundred twenty (120) day maximum of accumulated sick leave, where upon the accumulation shall drop aback to one hundred twenty (120) days.

**10.7 Retirement.**

**A)** Employees covered by PERS II, upon retirement or death of a City employee, after five (5) years or more of service, fifty percent (50%) of all accrued sick leave, not to exceed forty-five (45) days will be paid to the employee.

**B)** Employees covered by PERS I, in the event of separation due to death or retirement fully qualified under the PERS I retirement system, an employee will forfeit sick leave accumulated during the highest consecutive twenty- four (24) months of compensation preceding such separation or the employee's beneficiary. An employee will be paid fifty percent (50%) of the remaining accumulated sick leave up to a maximum of forty-five (45) days.

**10.8 Disability Discharge/Termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

## **ARTICLE 11 – SHARED LEAVE**

**11.1** Any employee may transfer up to sixteen (16) hours of sick leave or vacation leave to another employee who has expended all sick and other leave if the following applies:

**A)** Staff receiving leave have expended all sick leave and other leave due to illness or injury to themselves or immediate family

**B)** All transferred leave is subject to prior approval by the Employer.

## **ARTICLE 12 - WORKING REGULATIONS**

**12.1** The work week shall consist of five (5) eight (8) hour days or forty (40) hours of work.

**12.2** Employees shall travel both ways on Employer's time, after checking in, en route to the job assignment. From regular assigned headquarters, the employee shall travel to and from work on transportation furnished by the Employer.

**12.3** Employees shall be responsible for the servicing of the equipment, which he/she operates, such as grease, fuel, oil, etc., on Employer's time.

- 12.4** Any employee who is called for jury duty shall receive his/her regular pay for the actual time he/she is required to be absent from work, less any amount paid him/her for such jury duty.
- 12.5** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift whenever this is feasible.
- 12.6** All hours worked in excess of forty (40) hours in a work week shall be paid for at time and one half (1 ½) the employee's regular rate of pay. All hours of leave such as vacation, sick leave, and holidays shall be considered as hours worked.
- 12.7** For any call-in time, a minimum of two (2) hours shall be paid. An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one half (1 ½) times their regular straight time hourly rate. However, if the employee's regular shift starts less than one (1) hour from the time they started work on call back, they shall receive one and one half (1 ½) times their regular straight time hourly rate only for such time as occurred before their regular shift.
- 12.8** In lieu of overtime pay, compensatory time may be used with the following conditions:
- A)** The scheduling of such comp-time shall be subject to prior approval by the Employer.
  - B)** Comp-time may be accrued up to thirty (30) hours per calendar year for each employee.
  - C)** No more than thirty (30) hours may be carried over from year to year.
- 12.9** The maintenance crew employees will be paid on the first working day after the fifteenth (15th) day of the month, and the first working day after the last working day of each month.
- 12.10 Temporary Employees:**
- A)** Temporary employees may be used for a period not to exceed ninety (90) consecutive days or less. Any temporary full-time employees retained beyond ninety (90) days will be considered a regular full-time employee with all rights, benefits, and Union Membership as addressed in Article 2 – Union Security of this Agreement.
  - B)** The Employer agrees to use temporary employees for only ninety (90) days annually.
  - C)** Temporary employees will not be used for bargaining unit work, with the exception being, when no employee covered by this Agreement is available. Temporary

employees used to do bargaining unit work will be paid at the Common Skill Laborer pay rate for all time worked in that position.

- D) Temporary employees used by the Employer will have the right to be considered for regular full-time employment prior to outside hiring. Seniority shall begin on the ninety-first (91st) day of employment, when he/ she becomes a regular full-time employee.
- E) **Exception:** When a regular full-time employee is not available and a temporary employee is used to do bargaining unit work. At that time, the temporary employee will be paid at the Common Skilled Laborer rate. Any temporary full-time employee retained, as a regular full-time employee will be paid Skilled Laborer wages ninety (90) days after the date of hire.
- F) **Seasonal Employees:** An employee hired to work for a defined period of time, not to exceed ninety (90) working days in a twelve (12) month period. Such employees are not covered by the terms of this agreement and will not be entitled to benefits. They shall be paid an hourly rate not to exceed the rate of Common Skilled Labor as listed in Appendix "A" of this Agreement.

**12.11** When an employee performs work at the request of management, which is outside the scope of their normal duties, in the capacity of a Supervisor or Lead person, the employee shall be paid for such work at the rate assigned to that position.

**12.12 Definitions:**

- A) **Regular Full-Time Employee:** An employee working forty (40) hours per work week.
- B) **Probationary Employee:** An employee hired to fill a regular full-time position of employment who has completed less than the initial six (6) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/ she may be discharged for any reason without recourse to the grievance or arbitration procedure.

## **ARTICLE 13 - ANNUAL ALLOWANCE**

- 13.1** The Employer will pay an annual clothing and boot allowance of two hundred fifty dollars (\$250.00) to all Union employees of the City Maintenance crew on or before January 15th of each year.
- 13.2** Gloves will be provided for employees when needed. Payment for clothing allowance for all other new employees will be made after the probationary period.

## **ARTICLE 14 - PAYROLL DEDUCTION**

- 14.1** The Employer agrees to deduct all Union Members monthly Union Dues when authorized by the employee, from the employee's paycheck.

## **ARTICLE 15 - NEGOTIATIONS**

- 15.1** The Employer agrees to meet with a committee representing the employees and Council 2, on or before September 1, in which the Agreement expires, for the purpose of negotiating wages, benefits and contract changes. The Employer and the Union agree to make every effort to complete negotiations prior to December 31, in the year in which the Agreement expires.

## **ARTICLE 16 - GENERAL PROVISIONS**

- 16.1** Appendix "A" and Wage Scale are binding to the contract.
- 16.2** The Employer agrees to furnish and maintain a bulletin board for the use of Local 1191-CD in an appropriate location in the City shop. The Union shall limit its posting of notices and bulletins to this bulletin board.
- 16.3** The Employer will provide to each Union employee a copy of the Working Agreement.

## **ARTICLE 17 - INSURANCE**

- 17.1** The bargaining unit shall continue with the AWC Health First 250 Plan..
- Effective January 1, 2021, the City agrees to pay one hundred percent (100%) of the employee only premium for medical coverage and seventy-five percent (75.0%) of the spouse-only and/or dependent coverage premiums. The remaining spouse-only and dependent coverage premiums shall be the sole responsibility of employees. Those shall be paid through payroll deductions.
- 17.2** If AWC discontinues the current AWC Health First 250 Plan, the parties agree and shall move to the next similar available plan. Similar is not to be construed as identical coverages and premiums. For example, if AWC discontinues the Health First 250 Plan, then the parties agree to move to the Health First 500 Plan, if available.
- 17.3** ACA – Cadillac Tax Protection: In 2021, if Employer determines that there will be a Cadillac Tax consequence for 2022 based on the current insurance coverages and premiums, then the parties agree to change insurance plans, coverages and premiums so that there shall not be any Cadillac Tax consequences.

- 17.4** For the term of the Agreement, the City will contribute the full premium required to maintain dental insurance for employee only, under Washington State Council of County and City Employees Dental Trust Plan V.
- 17.5** For the term of the agreement, the City will contribute the full monthly premium, for \$10,000 life insurance coverage for each employee.
- 17.6** For the term of the agreement, the City will contribute the full monthly premium required to maintain the vision insurance under AWC Plan Option 1 (with no deductible)

## **ARTICLE 18 - WAGES**

- 18.1** For 2021, an across the board increase shall be implemented in accordance with the following:

Effective January 1, 2021 \_ one point five percent (1.5%)

The revised pay plan shall be reflected in Appendix "A". Final calculations and the revised pay plan shall be determined by the Clerk.

- 18.2** **Longevity**. The City will pay each member of the bargaining unit a Longevity payment of five cents (\$.05) per hour for each year worked up to a total of twenty-five (25) years.

## **ARTICLE 19 - SPECIAL LICENSE & CERTIFICATIONS**

- 19.1** The City shall pay all costs associated with the acquisition and maintenance of City-required licenses and certifications.
- 19.2** The City will pay bargaining unit members a pay differential of twenty-five cents (\$.25) per hour for required job certifications, excluding CDL's. This benefit will be based upon each separate certification. The need for the respective certifications will be at the discretion of the Superintendent. (Note: This means an employee cannot obtain a certification on his own and expect to be compensated. The certification must be considered necessary or required by the employer.)

## **ARTICLE 20 - WORK STOPPAGE AND LOCKOUT**

- 20.1** During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference's with the City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

- 20.2** The Employer shall institute no lockout of employees during the term of this Agreement.

## **ARTICLE 21 – TERM OF AGREEMENT**

- 21.1** This Agreement shall be effective as of the 1st day of January 2021, and shall remain in full force and effect until the 31st day of December 2021. Either party can reopen negotiations on all/parts of this Agreement by submitting such requests in writing to the other party no later than thirty (30) days prior to the termination of this Agreement.

## **ARTICLE 22 - SAVINGS CLAUSE**

- 22.1** Should any part hereof or any provision herein be rendered or declared invalid by reason of any existing or subsequent legislation or by decree of a court of competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portions of this Agreement.
- 22.2** The Employer and the Union signatory to this Agreement agree the public interest requires the efficient and uninterrupted performance of all City services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
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IN WITNESS WHEREOF, the parties have agreed to this Agreement on this  
14<sup>TH</sup> day of April, 2021.

FOR THE UNION:



Steve Pinkerton, Staff Representative  
Council 2, Washington State Council of  
County and City Employees



Eddie Strickland, Local 1191-CD President  
Negotiations Team Member

FOR THE EMPLOYER:

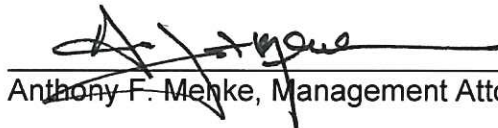


Zac Weatherford, Mayor  
City of Dayton



Trina Cole, City Clerk/Treasurer  
City of Dayton

Represented by:



Anthony F. Menke, Management Attorney

## **APPENDIX "A"**

### **WAGE SCHEDULE**

**Pursuant to Article 18-Wages, Section 18.1**, an across the board increase will be implemented for 2021 in accordance with the following:

Effective January 1, 2021     one point five percent (1.5%)

**All calculations and revisions to the pay plan shall be determined by the Clerk.**

**Common Skilled Laborer:** General Maintenance Worker(s), Park/Cemetery/Pool Maintenance Worker(s), WasteWater Treatment Plant Worker(s), Water Department/Street Workers

	<b>Entry</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Effective Date</b>	6 Months	After Probation				
01/01/2021	19.32	21.65	22.25	22.72	23.22	23.71

**LEADPERSON** - Pay rate is \$1.00 more per hour than his/her normal pay rate.

### **WAGE DETERMINATION**

Wages shall be constructed first from the base wage before adding any applicable COLA, and finally any longevity and certification pay rates shall be added last.

### **SALARY STRUCTURE**

The salary step for the various job classifications is determined by the level of performance of the individual employee together with an annual employee's progress report by the Supervisor. Employee progress reports will be compiled on all employees as follows:

New Employees will be reviewed prior to the completion of a one hundred eighty (180) day entry level probationary period.

Regular Employees will be reviewed annually within thirty (30) days of their anniversary date or at a time prior to that date, at the Supervisor's discretion.

Steps in the pay plan are subject to job performance. If the Supervisor denies a step increase, the employee will be advised of this decision in writing, setting forth the reasons for denying the step increase. If the employee is denied a step increase, the employee and the Union shall not have the right to file and pursue a grievance through the labor agreement grievance article (Article 6 - Grievance Procedure). However, the Union and the employee may appeal the step increase denial only through the appeal process in the Complaint Procedures provisions set forth in the City's Personnel Policy. Subject to

job performance, all employees that were employed by the City on or before January 1, 2006, shall be moved to step 5 of Appendix A.

Position classification pay differential for the following classifications:

- 1) Shop Mechanic - \$1.00 per hour
- 2) WasteWater Treatment Plant Operator - \$1.00 or Certification Pay, whichever is greater.