RESOLUTION NO. 2016-28

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, APPROVING THE PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND TEAMSTERS LOCAL NO. 760 FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

WHEREAS, the City of Grandview and the Teamsters Local No. 760 have been negotiating a labor contract for the Grandview Public Works; and

WHEREAS, the parties have come to an agreement which has been reduced to writing; and

WHEREAS, the approval of said agreement is in the best interest of the citizens of the City of Grandview,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Public Works Bargaining Unit Agreement by and between the City of Grandview and the Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018 is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign said agreement, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 24, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Grandview Public Works	Teamsters Local Union No. 760
Employer Name	Labor Organization (Union) Name
207 W 2nd	1211 W. Lincoln Ave.
Address	Address
Grandview WA 98930	Yakima WA 98902
City State Zip Code	City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2016 to: December 31, 2018

☐ New Account ■ Renewal — Account No. 109965 Approximate No. of Covered Employees 16

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

Employer is: ■ Public Entity ☐ Corporation - State of _____ ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*		**Monthly Rate**
Medical Plan	☐ A ☐ B ☐ C ■ Z	$ 986.36
Life/AD&D	☐ A - $30,000 Employee/$3,000 Dependent ☐ B - $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$
Weekly Time Loss	☐ E - $500 ☐ A - $400 ☐ B - $300 ☐ C-$200 ☐ D-$100	$
Disability Waivers	☐ Additional 9 months Disability Waiver of Contributions - Medical only	$
Domestic Partners	☐ Domestic Partners – Medical	$
Dental Plan	☐ A ☐ B ☐ C	$
Domestic Partners	☐ Domestic Partners – Dental	$
Vision Plan	☐ EXT	$
Domestic Partners	☐ Domestic Partners – Vision	$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ■ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS ***- A Subscription Agreement must be submitted in advance of the effective date below.***

Contributions above are effective (month, year) January *, 20* 17 *based on employment in the prior month.*

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer [signature] **For Union** Leonard J. Aoud

Title/Assn Mayor Date 5/24/2016 Title Secretary-Treasurer Date 5/19/16

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

_____
Administrative Agent
Washington Teamsters Welfare Trust

CITY OF GRANDVIEW
PUBLIC WORKS AGREEMENT

By and Between

And

TEAMSTERS LOCAL No. 760

JANUARY 1, 2016 THROUGH
DECEMBER 31, 2018

ORIGINAL

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ARTICLE 1 - PREAMBLE

1.1 This Agreement is made and entered into by and between the **CITY OF GRANDVIEW**, hereinafter referred to as the "Employer," and **TEAMSTERS LOCAL NO. 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the following City Departments: Water, Street, Sewer, Cemetery, Irrigation, Parks and Recreation, and Garbage. The Public Works Director, Parks and Recreation Director, Supervisors, Office-Clerical Employees, Confidential Employees, Temporary and Seasonal Employees, are excluded from the bargaining unit.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agree to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.

3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union. The

Union shall indemnify and hold harmless the Employer from any claims, lawsuits, grievances, complaints, arbitrations, administrative proceedings and litigation pertaining to an employee's discharge based on the provisions of this article.

3.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, home address and classification of the employee hired.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's regular initiation fee and/or dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which arise from the administration of this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 **Management Rights:** The Union recognizes and agrees that the Employer has core management rights to manage and direct the affairs of the Employer without bargaining about the decisions and effects in all its various aspects, including, but not limited to the right to manage, direct and supervise all operations of the work force; to assign overtime; to plan, direct, control and determine all the operations and services of the Employer; to determine the means, methods, organization and number of personnel by which operations and services are to be conducted; to establish the qualifications for employment; to hire, assign, transfer and promote employees; to demote, suspend without pay, discipline or discharge employees for just cause. (Probationary employees without just cause); Layoff employees due to lack of work, lack of funds or reorganization; to make and enforce reasonable rules and regulations for the Departments; to change and/or eliminate existing methods, equipment and/or facilities; to make any and all decisions pertaining to budgetary and fiscal matters; and to take whatever action is necessary in the event of an emergency. Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The foregoing functions of the Employer shall not be deemed to exclude other functions of the Employer not specifically set forth above.

The exercise of these rights which do not conflict with the collective bargaining agreement shall be the prerogative of the Employer and such exercise shall not be subject to grievance or arbitration.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 **Probationary Employee:** An employee shall serve a probationary period of not less than twelve (12) calendar months. A probationary employee shall work under the provisions of this Agreement but the Employer has the right to terminate/discharge a probationary employee at any time without just cause and without any recourse such as using the grievance procedures.

5.2 **Regular Part-Time Employee:** A Regular Part-Time employee is one who has successfully completed his/her probationary period who may work less than eight (8) hours per day or forty (40) hours per week. Such employee(s) shall be paid hourly in accordance with the applicable job classification. A regular, part-time employee shall be entitled to a pro-rata share of sick leave benefits and vacation benefits. For each month a Regular Part-Time employee works or is compensated for at least eighty (80) hours, said employee will receive pro-rata sick leave and vacation benefits in ratio to that of a Regular Full-Time employee. Regular Part-Time employees are entitled to medical benefits pursuant to Section 18.1.5. Employees who are hired as Regular Full-Time while serving in a Regular Part-Time capacity shall receive credit for all time served as a Regular Part-Time employee towards satisfying the twelve (12) month probationary period.

5.3 **Regular Full-time Employees:** A regular full-time employee is one who has successfully completed his probationary period, is employed on a regular basis, is paid in accordance with the applicable job classification. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

5.4 **Employer:** Wherever the term "Employer" is used in this Agreement it shall mean the City Administrator and/or his designee.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed twelve (12) calendar months of service with the Employer since his/her last date of employment. A list of employees arranged by job classification in the order of seniority within the job classification shall be provided to the Union annually upon request by the Union.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

(a) Voluntarily leaves the service of the Employer;

(b) Is discharged for cause;

(c) Is laid off due to lack of work for more than twelve (12) consecutive calendar months;

(d) Is absent from work because of a non-occupational illness or injury not to exceed twelve (12) consecutive calendar months unless extended by the Employer;

(e) Occupational illness or injury will be governed by State Statute(s);

(f) Leaves the bargaining unit to accept a position with the Employer outside the bargaining unit. If said employee wishes to return to the bargaining unit within six (6) months of leaving the bargaining unit, provided mutual agreement to do so, the Union

and Employer will meet and confer. This clause is intended as an informational aid only to the employee;

(g) Fails to return to work upon recall from a lay-off within seven (7) calendar days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein. Except as provided in Article 9, Section 9.9 - Leave of Absence.

6.4 **Layoff – Recall:** The Employer has the sole discretion to determine when a layoff or recall is necessary. Normally, a layoff becomes necessary when the Employer determines there are budgetary problems, insufficient work or in the event of a reorganization. The Union recognizes the Employer has the right to determine when particular job classification will be affected by the layoff or recall. The particular job classifications consist of Wastewater Treatment Plant Operator, Water Plant Operator, Public Works Maintenance Technician, and Building Official/Code Enforcement Officer. The Employer will provide the Union a seniority list by classification. Disputes about seniority within a classification are subject to the grievance procedure.

6.4.1 Seniority will prevail in the event of a job classification layoff or recall. The affected employee(s) by seniority will have the right to displace the most junior employee(s) in the bargaining unit even in a different job classification provided the employee(s) has the minimum qualifications for the position and is able to attain the necessary certification(s), if required, within a six (6) month period of time. The six (6) months may be extended by mutual agreement. Current Certifications for each employee shall be taken into consideration.

6.4.2 In questions regarding the deficiency of a senior employee to perform the work in a particular job classification, the Union may require the employer to provide a written explanation for laying off or not recalling the senior employee.

6.5 In the event of a layoff, the Employer agrees to give the employees a minimum of five (5) working days' notice and each employee shall give the Employer at least five (5) working days' notice prior to leaving city employment. This shall not apply to dismissals carried out under Article 18.

6.5.1 Should either party fail to give the five (5) working days' notice, that party shall be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of five (5) working days, holidays excepted.

ARTICLE 7 - JOB OPENINGS - POSTING - TRIAL PERIOD

7.1 A job opening or vacancy shall not be deemed to exist until the Employer has posted such as available. Notices of openings(s) in positions covered by this Agreement shall be posted at

appropriate Employer locations and a copy sent the Union. The notices will contain a description of the job, including qualifications, wage rates, and hours of work.

7.2 Application forms for the open position(s) will be available at City Hall, and the opening(s) will remain posted for a period of not less than seven (7) calendar days, except by mutual agreement between the Employer and the Union. Employees wishing to make application for the open position must do so within such period.

7.3 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, and dependability, shall fill the open position. When qualifications are substantially equal between applicants, the employee with highest seniority standing will fill the position.

7.4 Nothing herein will preclude the Employer from making temporary assignments during such vacancy(s).

7.5 An employee who has successfully bid a new position opening shall serve a trial period of not less than six (6) months at his new position. Exception: The Employer may grant an extension to this six (6) month trial period. An employee who is promoted to another bargaining unit classification and who is unsuccessful in satisfactorily completing the trial period may revert to the previous position, displacing any other employee filling that position.

7.6 Employees transferring between divisions covered under this Agreement shall not have their seniority rights affected.

ARTICLE 8 - DEMOTION - LATERAL TRANSFER

8.1 The term "demotion" shall mean the re-assignment of an employee (either voluntarily or involuntarily) from his present position to a lower paying position.

8.2 The term "lateral transfer" shall mean the re-assignment of an employee to a different work classification involving a significant change of duties at no change in pay.

8.3 **Temporary Assignments:** When employees are temporarily assigned to work in a department other than their regular department, the Employer will provide a two (2) week notice of such temporary assignment. Such notice shall contain an estimate of the duration of the temporary assignment. This notice is intended to apply to temporary assignments of long duration and is not necessary in cases of normal day-to-day temporary assignments.

ARTICLE 9 - EMERGENCIES/SICK LEAVE BANK

9.1 **Sick Leave:** Regular employees shall accumulate sick leave on the basis of eight (8) hours per month, not to exceed ninety-six (96) hours annually.

9.1.1 Regular part-time employees as defined in Article 5, Section 5.2, shall accumulate sick leave on the basis of forty-six thousandths (.046) times the regular hours worked per month (exclusive of overtime) not to exceed ninety-six (96) hours annually.

9.1.2 Any unused sick leave allowance in any year shall accumulate year to year, not to exceed eighteen hundred (1800) hours, into a bank for the future use of an employee. Regular full-time employees hired prior to 01/01/2007 shall receive fifty percent (50%) of their accrued sick leave, paid out in hours upon death, retirement or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview provided they have a minimum of three hundred sixty (360) hours in said bank. Regular full-time employees hired after 01/01/2007 shall receive twenty-five percent (25%) of their accrued sick leave paid out in hours upon leaving employment after twenty (20) years under good terms, retirement or death from the City of Grandview provided they have a minimum of three hundred sixty (360) hours in said bank. Regular full-time employees hired on or after January 1, 2014, shall be eligible to accrue up to nine hundred (900) hours maximum and shall be able to receive twenty-five percent (25%) of their accrued sick leave paid out in hours upon death, retirement or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview.

9.1.3 Employees shall be eligible for Emergency/Sick Leave benefits pay at the employee's regular rate of pay when he is absent from his duties by reason of his sickness or injury, or when quarantined due to exposure to a contagious disease, or when his presence at work would jeopardize the health of others. Notification of absence on account of illness or injury shall be given by calling the Employer's phone message system prior to the start of their regular shift. Failure to notify will constitute cause, which may result in loss of leave pay. Circumstances beyond the employee's control will not disqualify them from leave pay.

A Department Head may require a doctor's statement from the employee, verifying the employee's condition, which prevented him from returning to work after three (3) consecutive days off on sick leave.

9.2 **Sick Leave on Vacation:** Whenever an employee is off duty on paid vacation and is ill or injured during that period, he may charge such absence to his sick leave account by sending prompt notice of illness or injury and a doctor's statement verifying same to his Department Head. Remaining vacation shall then be deferred.

9.3 **Emergency Family Leave:** When a regular full-time or regular part-time employee suffers a serious illness of a member of his immediate family, he may, with the approval of his Department Head, be absent from duty not more than five (5) consecutive working days on any one (1) occasion. Such absence shall be withdrawn from the employee's emergency/sick leave bank. Immediate family shall be defined as spouse, child, parent, brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.

9.4 **Bereavement Leave**: Bereavement leave shall be granted up to forty (40) work hours per occurrence for immediate family members of the employee (the following is the definition for immediate family of the employee or spouse of the employee: Parent, child, spouse, brother,

sister, son-in-law, daughter-in-law, grandparent, grandchild and equivalent step relatives); up to twenty-four (24) work hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or cousins) where out of town that includes overnight travel is required; up to four (4) hours per occurrence for close friends and acquaintances that may have resided within the normal commute area of the employee residence. Employees may make a written request to their respective department directors asking for exceptions to these guidelines, which describe the justification for a request to deviate from the bereavement time off.

9.4.1 When an employee participates in a funeral ceremony not involving immediate family as defined in 9.4 he or she may be granted a reasonable time off without pay to perform such duty. Time not worked because of such absence shall not affect vacation or sick leave accrued.

9.5 **Birth of Child**: A regular full-time or regular part-time employee may be absent for the birth of a child by the employee's spouse. Under normal circumstances the absence will be limited to not more than three (3) consecutive days, with Department Head approval, and shall be withdrawn from the employee's emergency/sick leave bank.

9.6 **Maternity Leave:** Maternity leave shall be provided as a form of illness/disability leave to expectant mothers in accordance with the following provisions. The length of maternity leave shall be only that time actually required for confinement, birth of the child and recovery, including medical complications, if any. Such complications shall be attested to in writing by the attending physician. An employee requesting maternity leave shall give written notice to the City at least two (2) weeks prior to commencement of such leave. The written request for maternity leave shall include a statement as to the expected date of return to employment which shall be within thirty (30) days after childbirth when released by the physician.

9.7 **Worker's Compensation:** All employees of the bargaining unit will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this compensation by the Employer, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

9.7.1 **Return to Work Policy:** The Employer values the safety, health and well-being of all employees and it is its policy to provide safe and healthful working conditions in all operations and to follow all safety and health laws and regulations. It is important that employees who become injured or ill return to work as early as it is medically safe to do so. The Employer shall stay in contact with employees and their medical providers to stay current on medical recovery practice. Employees shall report any job-related injury or illness to their supervisor and seek medical care immediately. Subject to the availability of light-duty work, the Employer will strive to develop light-duty assignments for employees who are unable to return to their normal duties while recovering from their injuries. The Employer shall solicit input from employees about their physical ability to perform a job. The Employer will also provide the attending doctor with information about work the employee is to perform to obtain approval for any work offered by the Employer. Employees will be expected to follow the advice of their attending doctor at

all times. Any problems with an employee's physical ability to handle a job assignment shall reported to the supervisor immediately; the problem should also be reported to the attending doctor as soon as possible to determine the need to modify the work assignment. It is the Employer's policy to strive for safe performance of jobs and to solicit suggestions from employees regarding safe work procedures.

9.8 **Military Leave:** A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his/her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military order, if available.

9.9 **Leave of Absence:** The Employer may at its sole discretion grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the employee and the Employer. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall suffer a break in seniority equal to the length of leave. Exception: When the leave is for thirty (30) calendar days or less, no break in seniority shall occur.

ARTICLE 10 - SEPARATION FROM EMPLOYMENT

10.1 Upon separation from employment for any reason, all monies due and owing to the employee shall be paid on the next pay day following the pay period in which the separation occurs.

ARTICLE 11 - JURY DUTY

11.1 When a regular employee covered by this Agreement is called for Jury Duty, he shall advise his Department Head upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will sign over to the employer his Jury duty pay excluding those monies for travel and meal allowances.

11.1.1 An employee reporting for Jury Duty who is excused for the balance of that day, shall report as soon as possible to his Department Head for purpose of assignment.

ARTICLE 12 - VACATIONS

12.1 All eligible employees shall accrue and be granted the following vacation benefits:

Upon hire.....3.333 hours per month
Twenty-four (24) Months of Service..... 6.666 Hours per month

Seventy-two (72) Months of Service..... 10 Hours per month
One hundred thirty-two (132) Months of Service.....13.333 Hours per month

A five (5) day, eight (8) hour employee shall receive eight (8) hours additional vacation for each year over twenty (20) years, and a four (4) day, ten (10) hour employee shall receive ten (10) hours additional vacation for each year over twenty (20) years.

12.2 Vacation pay shall be the employee's regular hourly wage rate times the applicable vacation benefit contained in Section 12.1.

12.3 Accrued vacation shall be paid to all employees at their regular rate of pay pursuant to the above schedule, when the employee is discharged, is laid off, quits, or retires.

12.4 Regular, part-time employees shall be entitled to a pro-rata share of vacation leave based on the following formula: Vacation pay shall be computed annually on all regular hours worked (exclusive of overtime) divided by 2,080 hours, times the number of vacation hours specified in Article 12, Section 12.1, times the employee's regular hourly rate.

12.5 Absence from work because of disability due to sickness or accident will not be deducted from employee's accrued time for vacation benefits providing such absence is supported by acceptable medical evidence of disability and providing the employee returns to work promptly upon being able to do so.

12.6 The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of employees, consistent with the efficient operation of the department, as determined by the Department Head. Further, the employee's vacation year will be the same as his employment year.

12.6.1 Approved vacations may be taken at any time during the calendar year. Employees shall be allowed to take less than a full week of vacation with at least seven (7) calendar days' notice or a shorter notice if an emergency exists. In the case of those employees entitled to three (3) or more weeks' vacation, not more than two (2) weeks shall be scheduled consecutively unless otherwise mutually agreed. The choice for their second (2nd) vacation period shall be on a seniority basis after all employees have selected vacations.

12.7 The vacation schedule form for the employee to indicate his preference will be posted by the Employer by December 1st and shall remain posted until February 1st. If by February 1st employees in order of their seniority have failed to select their vacation period, then in that event the less senior employees in order of seniority will be granted their vacation preference that has been indicated on the vacation schedule. By February 15th, the vacation schedule form shall be completed and submitted to the Department Head.

12.8 Vacation leave may be used as accumulated. As of December 31st of each year no employee shall be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours. On a voluntary basis an employee may request and receive cash in lieu of up to eighty (80) hours vacation in each calendar year with the approval of the

Department Head, providing that each employee must take a minimum of two (2) week as actual rest/vacation if eligible.

ARTICLE 13 - HOLIDAYS

13.1 Employees will observe and be paid for the following recognized holidays, and all other days recognized by the Employer, regardless upon which day in the week the holiday should fall.

New Year's Day	Labor Day
M. L. King, Jr. Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

One Floating Holiday at employee's choice to be taken by mutual agreement between the employee and the Department Head.

13.2 When a holiday falls on a Saturday or a Sunday, the Employer shall have the option of observing the holiday on the Friday before or the Monday following the holiday. The Employer will post the holiday schedule at least fifteen (15) calendar days prior to the holiday setting forth the day for observing same.

13.3 Any employee who works on any of the above-mentioned holidays, excluding the floating holiday, shall receive his/her regular hourly rate for all hours worked at time and one-half (1 1/2) in addition to his holiday pay. When employee(s) are scheduled on a 4/10-work week, their holiday pay shall be compensated at ten (10) hours at their straight-time rate of pay.

13.4 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

13.5 An eligible employee shall receive holiday pay if: (a) he has worked his last scheduled work day immediately preceding the holiday, and his first (1st) scheduled work day following the holiday, or (b) he is excused in writing by management, or (c) he is a regular employee on sick leave due to bona fide illness or injury.

ARTICLE 14 – PSYCHOLOGICAL OR MEDICAL EVALUATIONS

14.1 When the City Administrator or his designee believe with just cause that an employee is psychologically or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological or medical examination. Consultations with the City's Employee Assistance Program are not considered psychological or medical examinations. If the first (1st) psychological and/or medical examination by the Employer's medical provider results in a finding of unfit for duty, the Employer has the right to immediately place the employee on administrative leave pending further proceedings. If the Union and/or employee desire that a second (2nd) psychological and/or medical examination be conducted by a medical provider who is qualified to conduct such examinations then the Union and employee shall notify the Employer within five (5) calendar days of release of the results of the first examination and shall

arrange for the second examination to be conducted and concluded within ten (10) calendar days of release of the first (1st) examination results. The second (2nd) examination shall be at the expense of the Union and/or employee. If the second (2nd) examination disagrees with the results of the first (1st) examination (one indicates unfit and the other fit for duty) then a third (3rd) examination will be performed by a medical provider who is qualified to conduct such examinations and who is selected by mutual agreement between the Employer and the Union. The expenses of such third (3rd) examination shall be shared equally by the Employer and the Union. The third (3rd) examination shall be conducted and concluded within ten (10) calendar days of the release of the second (2nd) examination results. The outcome of the third (3rd) examination concurring with either the first (1st) examination results or the second (2nd) examination results shall be final and binding on the Employer, the Union and the employee. The examinations process and the results shall not be subject to the grievance procedures.

ARTICLE 15 - HOURS OF WORK - OTHER WORK PROVISIONS

15.1 The work week shall be composed of the number of shifts during the applicable work period as determined, from time to time, by the City Administrator or his designee based on the following options:

15.1.1 Four (4) consecutive ten (10) hour work days, exclusive of lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer. Split shifts shall only be allowed in emergency situations.

15.1.2 Five (5) consecutive eight (8) hour work days, exclusive of lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer. Split shifts shall only allowed in emergency situations.

15.1.3 If employees, other than those at the Wastewater Treatment Plant, Water Plant Operator and Building/Code Enforcement Officer, are required to work shifts over the weekends, the least senior employees who are qualified shall be required to work those shifts. An employee who has successfully completed his probation period shall be deemed to be qualified for the purpose of this Section.

15.2 Employees covered by this Agreement shall be paid for any and all compensable hours exceeding forty (40) hours per week at the rate of time and one-half (1-1/2) their regular applicable hourly rate for hours in excess of forty (40) hours in a seven (7)-day work period, or eighty (80) hours in a 14-day work period. With proper notice as outlined in Section 15.3.1, overtime work performed continuously with the start or end of an employee's regularly assigned work schedule shall not be subject to the two (2) hour minimum contained in Section 15.3. All overtime shall be paid for in increments of one-tenth (1/10) hour being paid as one-tenth (1/10). There shall be no pyramiding of overtime.

15.2.1 **Compensatory Time**, at the request of the employee and upon approval of the City Administrator, Department Director or his designee, can be taken in lieu of overtime on the basis

of one and one-half (1 ½) hours off for each hour of overtime worked, subject to the provisions of F.L.S.A. Compensatory time may accrue to a maximum bank limit of eighty (80) hours. An employee shall only be allowed to carry over forty (40) hours into the following year. When taken, Compensatory time will be paid at the employee's regular hourly wage.

15.3 **Call Out - Call Back:** A call out/call back shall be defined as a request by a supervisor that the employee return to work after having completed his regular shift and having left the Employer's premises. No employee shall be required to be available for emergency callouts or callbacks. After having been called out and completing his assigned task, the employee shall remain available for other assignments during the initial two (2) hour period. Each call out and/or call back order by an employee's supervisor shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate. An employee shall be paid a minimum of two (2) hours for each call out and/or call back, and if worked over two (2) hours shall be paid time and one-half (1-1/2) for actual hours worked. See Section 15.5 below regarding call-out for Saturday/Sunday Work.

15.3.1 Start Time Revision - Notification:

(a) Start Time Revision Without Overtime Liability:

Whenever the Department Head or his designee notifies an employee of the necessity to change his start time prior to the end of the preceding day's shift, said change in start time will not obligate the Employer to provide more than eight (8) hours (ten (10) hours for 4-10 employees) work at the straight time rate.

(b) Start Time Revision With Overtime Liability:

Whenever the Department Head or his designee notifies an employee of the necessity to change his start time after the end of the preceding day's shift, said change shall obligate the Employer to provide the employee with the opportunity to work his regular eight (8) hour (ten (10) hour for 4-10 employees) shift at the straight time rate and all additional hours will be at the overtime rate.

15.4 The Employer shall give two (2) weeks' notice to those employees whose shift will be changed from a five (5) day eight (8) hour work week to a four (4) day ten (10) hour work week or from a four (4) day ten (10) hour work week to a five (5) day eight (8) hour work week, as referred to in Section 14.1 above.

15.5 **Saturday and Sunday Work:** Effective beginning in the payroll period following signature of the CBA by the last signing party, an employee called out to perform work on Saturday and/or Sunday not as part of their regular assigned work week shall not be compensated the premium pay of an additional one dollar ($1.00) per hour, but shall receive pay according to the Call-Out provisions. The one dollar ($1.00) per hour premium pay only applies to employees whose regularly assigned shifts include Saturday and Sunday such as an employee assigned to work Wednesday through Sunday. The premium pay only applies to the Saturday and Sunday.

ARTICLE 16 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

16.1 See attached **Appendix A** - Public Works Employees

Effective January 1, 2016, a 2% general wage increase.
Effective January 1, 2016, an equity adjustment (catch-up) will be implemented for the affected job classifications as follows:

WW Treatment Operator	3% Step "F"
Water Plant Operator	3% Step "F"
Building/Code Enforcement Officer	5% Step "F"
Public Works Technician	2% Step "F"

Effective January 1, 2017, a 2.25% general wage increase.
Effective July 1, 2017, a 2.25% general wage increase.

Effective January 1, 2018, a 2.25% general wage increase.

16.2 See attached **Appendix B** - Longevity Pay

16.3 See Attached **Appendix C** - Substance Abuse Policy & Testing Procedure

ARTICLE 17 - PAY ARRANGEMENTS

17.1 All employees shall be paid twice (2) a month, the nearest working day to the fifteenth (15th) and the last working day of the month. There shall be no deductions other than required by law or authorized in writing by the Employee. Upon thirty (30) days written notice to the Union, the City retains the right to alter the above schedule of paydays.

17.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from gross wages for the pay period.

ARTICLE 18 - HEALTH CARE BENEFIT PROGRAMS

18.1 The Employer shall pay each month into the following employee health and welfare benefit plans:

18.1.1 For 2016, the employees shall continue to be covered by the Washington Teamsters Welfare Trust Health and Welfare Medical Plan B for medical insurance. The Employer will continue to pay ninety percent (90%) of the premium, and employees will continue to pay ten percent (10%) of the premium by payroll deduction.

18.1.2 Effective January 1, 2017, the employees will move from the Washington Teamster Welfare Trust Health and Welfare Medical Plan "B" to Plan "Z". The City of Grandview will pay 100% of the premium. In addition, the City of Grandview will contribute $700 per year to the employees' VEBA account on January 1.

18.1.3 Effective January 1, 2018, the employees will continue to be covered by the Washington Teamster Welfare Trust Health and Welfare Medical Plan "Z", and the City of Grandview will continue to pay 100% of the premium and also contribute $700 per year to employees' VEBA account on January 1.

18.1.4 The City of Grandview will pay towards the current AWC Group Dental Plan E and Orthodontia Plan III an amount sufficient to pay the premiums for the current plan.

18.1.5 The City of Grandview will pay towards the current Group Vision (no deductible) Plan an amount sufficient to pay the premiums for the current plan.

18.1.6 The City of Grandview will pay the premium towards the current Group Life Insurance Plan to provide $25,000 in life insurance per employee. An employee will have the option to increase this coverage for employee, spouse and family, at the employee's sole expense.

18.1.7 Qualification for medical insurance, dental insurance, vision insurance and life insurance for full time and regular part time employees shall be subject to the eligibility requirements of the relevant insurance providers.

(a) Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday and severance pay.

(b) Regular Part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.

18.1.8 In the event of notice from any of the insurance providers that the insurance premiums, plans, programs and coverage are being changed then notification will be provided immediately in writing to the other party. If the changes involve a Union plan then the Union shall immediately notify the employer of the changes. If the changes involve a City plan then the City shall immediately notify the Union of the changes. The parties shall discuss the changes within a sixty (60) calendar day period from the date of written notification. If the discussions result in a mutually acceptable solution within the sixty (60) calendar day period then that solution will be implemented. If the discussions do not result in a mutually acceptable solution within the sixty (60) calendar day window then the Employer has the right to implement the change as determined to be necessary by management.

18.2 Each employee has been provided a copy of this labor agreement, and a current copy of the benefit booklet for each health care coverage named above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. If an employee misplaces any of the booklets, he should contact the City Clerk's office for a replacement copy.

18.3 In no event shall the Employer be responsible for directly paying any of the benefits, coverages and costs associated with the applicable health insurance plans. In no event shall any claims, complaints, lawsuits or other allegations pertaining to disputed coverages and claims be subject to the grievance procedures in this Agreement.

ARTICLE 19 – DISCIPLINE - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE - LOUDERMILL

19.1 The Employer may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:

(a) Consuming intoxicants, and/or prescribed medication while on duty or in a manner which affects the employee's ability to perform his/her duties, improper and/or illegal use or possession of a controlled substance at any time.

(b) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the employee's bodily system (blood, breath and/or urine) which affects the employee's ability to perform his/her duties.

(c) Disobedience to a lawful order given by a supervisor.

(d) Incompetence.

(e) Deliberate destruction of the Department's or another employee's property.

(f) Negligence.

(g) Discourtesy to the public while on duty.

(h) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.

(i) Disorderly conduct.

(j) Sleeping on duty.

(k) Dishonesty.

(l) Giving or taking of bribes.

(m) No call, no show.

(n) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave such as the provisions of Article 9.

(o) Borrowing or taking tools, equipment, or other property of the Department for private or personal use; however, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedures.

(p) Abuse of sick leave by falsification and/or misrepresentation.

(q) Criminal conviction, or alternative disposition as a result of a criminal case.

(r) Those items included in the Grandview Public Works Department Policies and Procedures Manual with proper notification to the Union.

19.2 Disciplinary action or measures shall include only the following:

(a) Written counseling / coaching statement;

(b) Verbal reprimand, which may be documented in writing;

(c) Written reprimand;

(d) Suspension without pay;

(e) Demotion (where applicable);

(f) Discharge (termination).

The Employer has the right to administer a combination of the above disciplinary action(s) such as a suspension without pay and Performance Improvement Plan (PIP) or demotion and PIP or demotion, PIP and last chance agreement, etc.

19.3 The parties agree that progressive and escalating levels of discipline are preferable for minor violations of work rules in order to allow an employee notice of misconduct and to allow the Employer to document prior disciplinary matters. The parties agree that for serious misconducts and/or performance issues, progressive and escalating levels of discipline are not necessary and the Employer can proceed directly to the higher levels of disciplinary action up to and including discharge regardless of whether the employee has any prior disciplinary actions in his/her file. When progressive and escalating levels of discipline for minor violations is being considered, the level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

19.4 **Administrative Leave:** When the City Administrator or designee has reasonable belief that circumstances are such that retention of the employee will likely result in disruption of Employer services, damage to or loss of Employer property or be injurious to the employee,

fellow employees or the services provided by the Employer, the Employer/Department Head has the right to place the employee on administrative leave with pay immediately, pending an internal affairs investigation and potential discipline. In such cases, the specified charges/allegations against the employee shall be made available to the employee and the Union, in writing, by the Employer not later than three (3) working days after the employee was placed on administrative leave with pay.

19.5 **Probationary Period:** Newly hired employees serve a probationary period of up to twelve (12) calendar months. Probationary employees shall work under the provisions of this Agreement, during which period they are subject to being discharged without just cause and without any recourse.

19.6 The employee shall have the right to inspect his/her personnel file. The employee shall have the right to add their written comments to materials added to the personnel file.

19.7 Any written reprimand in an employee personnel file will be removed from the file after one (1) years if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. If there is a recurrence, the written reprimand will remain in the file for one (1) years from the date of the recurrence.

19.8 **Suspension without Pay, Demotion, Last Chance Agreements, PIPs and Discharge:** Any suspension without pay, demotion, last chance agreement, PIP and discharge shall remain permanently in the personnel file.

19.9 **Suspension without Pay, Demotion and Discharge:** The Employer has the right to suspend without pay, demote or discharge/terminate an employee for just cause. Prior to implementing disciplinary action, the Employer will present to the Union and employee a letter/written notice of pre-disciplinary action meeting which shall contain a description of the violation(s), misconduct(s) and/or performance problems as well as the departmental policies, procedures, rules, regulations, etc. being relied upon by the Employer within fourteen (14) calendar days of the conclusion of the investigation of potential violation(s) or misconduct(s). The written notice will indicate that the employee has the right to have their Union representative present at the pre-disciplinary action meeting. If the Union representative is present they will not interfere with the conduct and completion of the pre-disciplinary action meeting. The notice will set forth the date, time and location of the pre-disciplinary action meeting.

19.10 The purpose of the pre-disciplinary action meeting is to provide the employee with an opportunity to explain their side of the facts, misconducts, violations and/or performance problems before the Employer implements disciplinary action. The Employer will issue a written decision regarding disciplinary action(s) within fourteen (14) calendar days after the pre disciplinary action meeting. The timing of issuance of the written decision may be extended by mutual agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.1 **Grievance Defined:** For the purposes of this Agreement, a grievance is defined as a dispute about the specific terms or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.

20.2 **Grievance Adjustment Steps:** Grievances shall be processed within ten (10) calendar days of the date on which the grievance occurred or when the employee reasonably should have known about the occurrence thereof in the following manner:

> **Step 1:** An employee and/or the Union shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without a Union representative and shall document the meeting with a memorandum signed by the employee and the supervisor. The supervisor shall respond to the grievance as quickly as possible, but not later than ten (10) days after the grievance is first discussed. If the supervisor fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than ten (10) days after the supervisor's response was due.
>
> **Step 2:** If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Union shall submit written notice to the Department Head with a copy to the Union if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Department Head shall meet with the grievant and the Union and attempt to resolve the grievance. The Department Head shall respond to the employee or the Union in writing within ten (10) days after the meeting with a copy to the Union.
>
> **Step 3:** If, within ten (10) days from receipt of the Department Head's reply, the grievance remains unadjusted, the grievance may be submitted to the City Administrator. The City Administrator may meet with the aggrieved party, the Department Head, and the Union representative, and shall respond within ten (10) days of the meeting, with a copy to the Union.
>
> **Step 4:** If the grievance still remains unsettled, the parties may mutually agree to grievance mediation to be presided over by a PERC mediator. This mediation process must be concluded within a reasonable period of time. If mediation does not result in a solution then either party may submit the matter to arbitration within ten (10) calendar days from either parties' notification that mediation has not resolved the matter.

20.3 **Arbitration:** After the grievance has been so submitted, the parties will attempt to mutually agree on an arbitrator within fifteen (15) calendar days of submission. If the parties are unable to agree then either party may request from the Washington Public Employment Relations Commission (PERC) a list of nine (9) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The

final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator shall not have the authority to award punitive damages. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

20.4 **Grievance Administration Issues:** Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of the party's own attorney fees, any non-employee witnesses and expert witnesses. The costs of the arbitrator and hearing room shall be borne by each party paying fifty percent (50%) of any and all arbitrator fees, costs, etc. Either party has the right to request a court reporter and transcript and if such a request is made each party shall share fifty percent (50%) of the court reporter's fees and the costs. Days shall be counted as calendar days.

20.5 **Time Limits:** Failure of an employee and/or Union to submit a grievance in accordance with the time limits listed above and failure of the employee and/or Union to timely pursue a grievance to the next step shall constitute abandonment and dismissal of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.

ARTICLE 21 - CONTINUATION OF WORK

21.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Employer services; therefore, the Union agrees that it shall not authorize, cause, or condone any work stoppage, strike, slowdown, or any other interference with Employer functions by employees covered by this Agreement.

21.2 Upon notification by the Employer in writing that any such interference has occurred, the Union within twenty-four (24) hours shall issue a written order to the employees involved to cease engaging in such interference and the Union, at the same time, shall provide the Employer with a copy of such notification.

21.3 Individual employee(s) who engage in such work interruptions should reasonably expect to be subject to discipline up to and including discharge.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

22.1 **Union Activity:** No employee shall be discriminated against for acting on a committee of the Union or for upholding Union principles or carrying out instructions of the Union where such activities are lawful. No employee shall suffer a reduction in wages, benefits, or working conditions as a result of the signing of this Agreement. This does not apply to wages, benefits or working conditions negotiated and subsequently ratified by the bargaining unit members and accepted by both parties to this Agreement.

22.2 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no undue interruption of the Employer's working schedule. The Employer will be notified by the Union Representative of his presence on the premises.

22.3 **Medical Exams:** Any physical examination or inoculation required by the Employer shall be taken on Employer time and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.

22.4 **Gender:** Where the masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification or the benefits provided in this Agreement.

22.5 **Coffee/Rest Breaks:** All employees shall be granted a paid fifteen (15) minute rest break approximately one-half (1/2) way through the first (1st) half of their shift and a paid fifteen (15) minute rest break approximately one-half (1/2) way through the second (2nd) half of their shift. The two (2) fifteen (15) minute rest breaks may be combined into one (1) thirty (30) minute rest break by agreement between the City and Union. Misuse of the coffee break privilege may subject the employee to disciplinary action.

22.6 **Clothing Provided:** The Employer shall supply laundry service for uniforms, which are to be provided and worn by all full-time public works employees covered by this agreement. The employer agrees to make available rain gear (pants, coats, coveralls, hip-boots, work boots and rubber gloves) and will replace on a fair wear and tear basis. The employee will wear the gear on the job only. The employer will select the gear. In addition to the above gear, the employer will provide employees with boots as approved by the Public Works Director. If the City requires uniforms for any position, the City shall provide them at no cost to the affected employee and shall provide uniform cleaning and maintenance as required to maintain clean and serviceable uniforms.

22.7 **Upon Termination:** No employee shall be required to provide tools for city work. Upon termination of employment, all clothing, equipment, and tools provided by the City shall remain with the City.

22.8 **Non-Discrimination:** It is mutually agreed that there shall be no discrimination because of lawful union activity, union membership, race, color, religion, sex, age, marital status, sexual orientation, national origin, genetic information (Title II of the Genetic Information Nondiscrimination Act of 2008), or disability that does not prevent proper performance of the job (bona fide occupational qualification). The Union and Employer representatives shall work cooperatively to carry out these principles.

ARTICLE 23 - SAVINGS CLAUSE (Conformity to Law)

23.1 If any Article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or by mutual agreement, the balance of this agreement shall continue in full force and effect. The Article or section held invalid shall be modified as required by law or a tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of a replacement. In the event that the two parties do not agree that an item should be severed, then the Article or section in question shall be suspended from function or operation until the issue has been resolved by the appropriate legal authority.

ARTICLE 24 - ENTIRE AGREEMENT

24.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issues unless mutually agreed to by the parties.

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from January 1, 2016, and shall remain in full force and effect through midnight, P.S.T., December 31, 2018. Either party may, upon sixty-(60) calendar days notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments. Such amendments shall be effective on the date mutually agreed to by the parties.

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[end of contract, see next page for signatures]

[SIGNATURE PAGE]

SIGNED FOR THE CITY:
CITY OF GRANDVIEW

By _____
Norm Childress, Mayor

Date 5/24/2016

By _____
Cus Arteaga, City Administrator

Date 5/24/16

Attest _____
Anita Palacios, City Clerk

Date 5/24/16

Represented by:

_____
Anthony F. Menke, Management attorney

SIGNED FOR THE UNION:
TEAMSTERS LOCAL #760

By _____
Leonard Crouch, Secretary-Treasurer

Date 5-19-16

APPENDIX "A"
CITY OF GRANDVIEW
PUBLIC WORKS BARGAINING UNIT

WAGES FOR 2016, 2017, and 2018

Effective January 1, 2016, a 2% general increase.
Effective January 1, 2016, equity adjustments (catch-up) to the following classifications:

WW Treatment Operator	3% Step "F"
Water Plant Operator	3% Step "F"
Building/Code Enforcement Officer	5% Step "F"
Public Works Technician	2% Step "F"

Effective January 1, 2017, a 2.25% general wage increase.
Effective July 1, 2017, a 2.25% general wage increase.

Effective January 1, 2018, a 2.25% general wage increase.

- Current employees, who were not grandfathered at a PW-4, shall be required to obtain and maintain the following certifications: First Aid/CPR card, Commercial Drivers License, and Flagging Card. In addition to these they will be required to obtain one of the following additional certifications as determined by the Department head: Pesticide License, Wastewater Operator 1, Water Operator 1, Cross Connection Specialist, Incident Command system, National Incident Management System, etc. Employee's who are moved to STEP "F" and have not acquired all of the required certifications shall have twelve (12) months to do so, and if they do not they will be subject to disciplinary action up to and including termination.

- The Employer will pay for reasonable costs to obtain required licenses or certifications. If an employee fails to pass the testing process to obtain a license or certification after one review class and no more than two testing occasions, the employee will then become responsible for any future costs incurred to obtain the required licenses or certifications.

  Employees working at the Wastewater Treatment Plant will be required to obtain and maintain a Wastewater 3 certification. Employees will have twelve (12) months from the date they become eligible to test for the certification to obtain the certification.

  Employees working at the Water Treatment Plant will be required to obtain and maintain a Water Distribution Manager 3 certification. Employees will have twelve (12) months from the date they become eligible to test for the certification to obtain the certification.

  The Employer agrees to modify the Wastewater 3 certification requirement with the condition that Wastewater Treatment Plant Operators that are at STEP "F" and do not have their Wastewater 3 certification return to STEP "E". However, an employee will be provided with the option to obtain a Wastewater 3 certification as per Appendix "A" in order to advance to STEP "F" wage level, the employee must obtain a Wastewater 3 certification.

The Employer agrees to modify the Water Distribution Manager 3 certification requirement with the condition that Water Treatment Plant Operators that are at STEP "F" and do not have their Water Distribution Manager 3 certification return to STEP "E". However, an employee will be provided with the option to obtain a Water Distribution Manager 3 certification as per Appendix "A" in order to advance to STEP "F" wage level, the employee must obtain a Water Distribution Manager 3 certification.

APPENDIX "A"

CITY OF GRANDVIEW
PUBLIC WORKS BARGAINING UNIT

1. Appendix "A" – Classification and Wages for 2016, 2017 & 2018.

Wastewater Treatment Plant Operator

Year	A	B	C	D	E	F
2016	3354	3529	3706	3880	4056	4355
1/1/2017	3429	3609	3789	3967	4147	4453
7/1/2017	3506	3690	3874	4057	4240	4554
2018	3585	3773	3961	4148	4335	4656

Water Plant Operator

Year	A	B	C	D	E	F
2016	3354	3529	3706	3880	4056	4355
1/1/2017	3429	3609	3789	3967	4147	4453
7/1/2017	3506	3690	3874	4057	4240	4554
2018	3585	3773	3961	4148	4335	4656

Public Works Maintenance Technician

Year	A	B	C	D	E	F
2016	3432	3528	3624	3720	3817	3989
1/1/2017	3510	3608	3706	3804	3903	4079
7/1/2017	3588	3689	3789	3889	3991	4171
2018	3669	3772	3874	3977	4080	4265

Building Official/Code Enforcement Officer

Year	A	B	C	D	E	F
2016	3942	4089	4236	4383	4530	4907
1/1/2017	4031	4181	4331	4482	4632	5017
7/1/2017	4122	4275	4429	4582	4736	5130
2018	4214	4371	4528	4685	4843	5246

APPENDIX "B" LONGEVITY PAY

1.B.1 Longevity Pay shall be payable each November 30, for each full time employee of record on November 30, to be calculated on each anniversary date of employment as follows:

Longevity schedule:

5 years	1% of base pay
10 years	2% of base pay
15 years	3% of base pay
25 years	4% of base pay

APPENDIX "C"

CITY OF GRANDVIEW
PUBLIC WORKS BARGAINING UNIT

SUBSTANCE ABUSE POLICY & TESTING PROCEDURE

1.C. OBJECTIVE

The City of Grandview has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Substance Abuse Policy and Testing Procedure has been established.

2.C. POLICY

A. The unauthorized use, sale, transfer, or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours, (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the policy shall result in disciplinary action which may include termination of employment.

B. Reporting for work impaired by the use of intoxicants, becoming impaired by the use of intoxicants during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the policy shall result in disciplinary action which may include termination of employment.

C. Knowledge of cautions and warnings printed on the prescribed and/or "over- the-counter" medication container labels are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to his/her supervisor. Violation of this section of the policy shall result in disciplinary action, which may include termination of employment.

D. The City reserves the right to conduct searches of City property, City vehicles or equipment at any time or place. The City reserves the right to conduct searches of an employee or any vehicle used by the employee while on duty, when there are reasonable grounds to believe the employee is in violation of this policy. Failure to cooperate with these procedures, without just cause, may be grounds for dismissal.

E. The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance

Program (EAP) and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

F. Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

This policy supersedes any and all previously issued City Drug/Alcohol Policies and will be applied to all Public Works bargaining unit employees as follows: all bargaining unit employees are subject to the reasonable cause testing and only those employees required to have a Commercial Drivers License are subject to post-accident and random testing.

3.C SUBSTANCE ABUSE TESTING

A. **Reasonable Cause Testing:** The applicable substance abuse testing procedures outlined below will be initiated if the following event occurs: A supervisor, through objective observation or investigation or evaluation concludes that an employee has consumed and/or used controlled substances. The supervisor must be trained and certified in the area of proper detection. All relevant facts pertaining to an investigation conducted pursuant to the event mentioned above will be documented in writing and preserved for future reference by the City and Union.

B. **Post-accident Testing:** Employees possessing a Commercial Drivers License (CDL) will be subject to post-accident testing without a finding of reasonable cause only if the accident involves a commercial motor vehicle the employee was operating, and there is loss of human life or the employee receives a citation for a D.O.T reportable accident as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations. Urine samples for post-accident drug testing must be obtained within thirty-two (32) hours of the accident. Breath samples must be obtained within eight (8) hours of the accident. An employee who is directed to undergo a post-accident test for drugs and/or alcohol must report for testing as soon as possible after the accident. NOTE: Employees are forbidden to drink alcohol within eight (8) hours after an accident unless they have already submitted to post-accident testing for the accident, or the Employer has determined they were not at fault.

C. **Random Testing:** Employees possessing a Commercial Drivers License (CDL) will be subject to random drug and alcohol testing only to the extent required by applicable federal regulations. Pursuant to current regulations the Employer will randomly drug test its employees who are performing functions for which a Commercial Drivers License ("CDL drivers") is required at an annual rate sufficient to equal 50% of its total number of CDL drivers. The Employer may choose any reasonable method of randomly selecting employees to be tested, but must retain records regarding the method used and employees selected and must provide that information to the Union upon request. Pursuant to current regulations, the Employer will conduct random alcohol testing at any annual rate sufficient to equal 25% of its total number of CDL drivers.

4.C SUBSTANCE ABUSE TESTING PROCEDURES

A. The City will transport an employee subject to reasonable cause testing or post-accident testing per Section III (B) above (if cited at the accident scene), to a pre-determined testing facility near his/her work area.

B. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests may be grounds for termination.

C. The employee will provide a urine sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph six below, except ethyl alcohol. The breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood. The urine sample results will be analyzed by a professional Medical Review Officer (MRO) selected by the City. The breathalyzer test will be administered by the City Police Department or an approved pre-determined testing facility as appropriate, using up-to-date Federal and/or State-mandated methods.

D. Collection of the urine specimen will be under the direction of qualified medical personnel. All provisions of the attached "chain of custody" form will be adhered to. Collection of the urine specimen or breath sample will take place as soon as possible following the observation. The employee will cooperate fully in the collection of the specimen or sample. An employee tampering with the specimen or sample or refusing to submit to the test within a reasonable period of time may be terminated. If the employee refuses to provide the urine sample within a 24-hour time frame (unless physically unable), that action will result in disciplinary measures, which may include termination of employment.

The employee has the right to an independent urine specimen analysis or blood test for alcohol at a facility of his/her choosing, at the employee's expense. To facilitate an employee's request for an independent analysis, at the time of the original specimen collection, two (2) samples must be taken. The original testing laboratory will place one (1) sample in secure refrigerated storage. If the first (1st) sample reveals a positive result, the employee will indicate which laboratory he wishes the second (2nd) sample be tested. If the independent analysis results are negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost wages and benefits. (i.e. sick leave hours restored to sick leave bank).

E. After collection of the specimen or sample, in cases where the employee had been transferred to the testing site by the City, the employee will be transported to his/her residence, to the worksite, if appropriate or other safe location. The employee will not be allowed to continue work until the test results become available and are evaluated. Pay for this period of time shall be deducted from the employee's sick leave payable with the first day the employee was removed from the workplace.

F. The urine specimen will be forwarded to SmithKline Beecham Clinical Labs, Seattle for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory through the MRO will analyze the specimen for the following substances (the positive level of detection is in parentheses

following the name of each substance): amphetamines (700 ng/ml), barbiturates (300 ng/ml), benzodiazepines (300 ng/ml), cannabinoids (50 ng/ml), cocaine metabolite (300 ng/ml), methadone (300 ng/ml), methaqualone (300 ng/ml), opiates (300 ng/ml), phencyclidine (75 ng/ml), and propoxyphene (300 ng/ml). The laboratory will communicate the test results to the Medical Review Officer, who in turn will relate the results to the employee, City Supervisor and the Mayor. Positive test results will be communicated to the employee, by the MRO, for clarification.

G. Should the results be negative for drugs, but positive for alcohol at a level of at least .02, but less than .04, the employee shall be held out of driving for twenty-four (24) hours beginning from the time the test was requested, and shall be required to test at or below the .02 level before returning to duty. The employee shall be assigned to non-driving duties, if possible, during that twenty-four (24) hour period

H. Should the test results be positive for drugs or positive for alcohol at or above the .04 level, the employee shall not be permitted to return to work until the employee has been evaluated by a Substance Abuse Professional ("SAP"), approved by the Union and the Employer. If the SAP recommends treatment that prevents the employee from working, or requires that the employee be held out of service while the treatment is pursued, the employee will be placed on medical leave without pay, except sick leave, vacation, and disability, if available, until the SAP authorizes the employee's return to work. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee has signed the "Agreement for Continuation of Employment," a copy of which is attached to this policy.

I. For purposes of this policy, being "impaired" or "under the influence" means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and wellbeing of the individual, other employees, the public, or City property. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. AN EMPLOYEE WILL BE PRESUMED TO BE IMPAIRED AND IN VIOLATION OF THIS POLICY WHENEVER THE PRESENCE OF DRUGS OR ALCOHOL, AT OR ABOVE THE LEVELS SET FORTH IN PARAGRAPH SIX, IS DETECTED IN A SUBSTANCE ABUSE TEST ADMINISTERED UNDER THE TERMS OF THIS POLICY.

J. Test results will be stored at the Grandview City Hall in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the City Supervisor, Mayor, the Public Works Director and the Parks & Recreation Director will have access. All records will be treated in the most confidential fashion by the City and the Union.

K. All costs associated with substance abuse testing, other than a positive test result of an independent analysis requested by the employee, will be paid by the City.

L. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to his/her former position and compensated for lost wages and benefits. i.e. sick leave hours restored to sick leave bank.

M. Should analysis of the specimens indicate a positive level of a substance (.04 or above for alcohol) in an employee's system, the employee will have the following options:

(1) Terminate employment with the employer, or

(2) Comply with the terms contained in Section III (8) above. The right to return to work without loss of seniority shall be on a one (1) chance only basis unless mutually agreed otherwise.

5.C. SELF-RECOGNIZED SUBSTANCE ABUSE

Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/ alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section III (13) above.

****

SUNNYSIDE COMMUNITY HOSPITAL
OCCUPATIONAL HEALTH
802 Miller Avenue
Sunnyside, WA 98944

(509-837-1564)

Betty Joe Leija
Drug Screen Coordinator

****

CONSENT AND RELEASE FORM

Pursuant to the stated Substance Abuse Policy & Testing Procedure of the City of Grandview, I hereby give my consent and authorize Occupational Health Services and SmithKline Beecham Clinical Laboratories, Seattle, to perform testing or medical procedures necessary to determine the presence and/or levels of drugs and alcohol in my body.

I further give consent to release to the City of Grandview's Medical Review Officer the results of any tests or medical procedures to determine the presence and/or level of drugs or alcohol.

_____ _____

Client signature and date Witness and date

_____ _____

Client Social Security Number Client name (printed)

The client must report to the office of Betty Jo Leija, Drug Screen Coordinator, 802 Miller Avenue, (Sunnyside Community Hospital - Occupational Health), Sunnyside, WA, or other facility as appropriate for testing at _____(time) on _____(date)

_____

Supervisor authorizing drug testing

OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM

Employee's name: _____

Date of observation: _____

Time of observation:
From: _____ a.m. _____ p.m.
To: _____ a.m. _____ p.m.

Location: _____

Observed personal behavior: Check all appropriate items

1. **Speech:** Normal ____ Incoherent ___ Confused ___
Slurred ____ Whispering ___ Silent ___

2. **Balance:** Normal ___ Swaying ___ Staggering ___
Falling ___

3. **Walking and Turning:** Normal ___ Stumbling ___ Swaying ___
Arms Raised for Balance ___ Falling ___
Reaching for support ____

4. **Awareness:** Normal ___ Confused ___
Sleepy or Stupor ___ Paranoid ___
Lack of Coordination ___

5. **Breath Odor:** Alcohol Smell ____

6. **Other observed actions or behavior:** _____

_____

_____

_____

Above behavior witnessed by:

Signed _____ date _____
Month Day Year

Signed _____ date _____
Month Day Year

THIS FORM MUST BE PREPARED EVERY TIME A PERSON IS SUSPECTED OF DRUG USE BY ACTIONS, APPEARANCE, OR CONDUCT WHILE ON DUTY WITHIN 24 HOURS OR BEFORE THE TEST RESULTS ARE RELEASED.

EMPLOYEE BRIEFING AND INSTRUCTIONS FOR DRUG TESTING

YOU HAVE BEEN SELECTED FOR URINE DRUG TESTING

The collection of your urine will be conducted under the procedures listed below. These regulations allow for individual privacy unless there is reason to believe that a particular individual may alter or substitute the urine specimen to be provided. The collection site persons will take precautions to ensure that your specimen is not adulterated or diluted during the collection procedure. Your specimen collection must also follow strict chain of custody and security procedures.

In addition:

A. Photo identification must be presented at the collection site or personal individual identification is necessary.

B. You will be asked to remove any unnecessary outer garments such as a coat and jacket.

C. All personal belongings like briefcases will remain with the outer garments. You may retain your wallet.

D. You will be instructed to wash and dry your hands prior to providing a specimen.

E. You will be provided a sealed collection container or bottle, or it will be unwrapped in your presence.

F. Your specimen will be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy.

G. After handing the specimen bottle to the collector, you should keep the specimen in full view at all times until it is sealed and labeled. This protects you against the wrong label being put on your bottle or someone possibly tampering with your specimen.

H. If the collection site person has reason to believe that you may have altered or substituted the specimen; the person will notify the City's Medical Review Officer. Should you tamper, adulterate, or in any way attempt to dilute the specimen, the collection site person will request authorization to collect a second specimen under direct observation by the same gender collection site person.

I. You will be asked to initial the identification label on the specimen container for the purpose of certifying that it came from you.

J. You will also be asked to provide information on the chain of custody form, Section VII on copies 3 through 6 only, and certify that the urine specimen identified as having

been collected from you is in fact the specimen you provided. You will receive copy 4 of the chain of custody form on which you may want to make a list of medications you are taking.

K. After the laboratory analysis, the results will be forwarded to the Medical Review officer working for your employer. Prior to making a final decision to verify a positive test result to your employer, the Medical Review Officer will give you an opportunity to discuss the test results and submit medical documentation of legally prescribed medications.

L. A complete listing of the collection procedures may be found in Title 49 CFR Part 40.25.

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between CITY OF GRANDVIEW ("Employer"), Teamsters Union Local No. 760 ("Union"), and _____ ("Employee"). The Employer is committed to providing channels of assistance for employees seeking rehabilitation. However, the employee seeking rehabilitation must be committed in his/her efforts to remain drug and/or alcohol free. Therefore, as part of the employee's commitment to remain free of drug and/or alcohol use it is understood that the employee's continuation of employment by the Employer is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional ("SAP") agreed to by the Union and Employer. This evaluation should be completed within one week from the date of this document.

2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.

3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the Employer.

4. The Employee may return to his/her normal duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.

5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to disciplinary action by the Employer, up to and including discharge.

6. The Employee, the Employer and the Union mutually agree that the Employee's continuation of employment is contingent upon the Employee's satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discipline up to and including discharge.

7. During the period of rehabilitation treatment as outlined by the SAP, the Employer will test the Employee for alcohol and/or drug use, as directed by the SAP, on an unannounced basis. There shall be a minimum of six (6) such unannounced drug and/or alcohol tests during the twelve (12) month period following reinstatement. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion, post-accident or random basis as part of the Employer's Substance Abuse Program. The Employee will be subject to disciplinary action up to and including discharge if the Employee refuses to submit to testing or if tests positive for drugs or alcohol during this period.

8. If the Employee successfully completes treatment, and has no positive drug and/or alcohol tests within twenty-four (24) months after reinstatement, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the Employer's discretion, the Employee understands that if the employee does not meet the above terms of this Agreement, in lieu of discipline and/or termination, the Employer may require the employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties in consideration for continuation of the employee's employment.

Dated this ____ day of _____, _____.

THE CITY OF GRANDVIEW

By _____
Its _____

THE UNION:

By _____
Its _____

THE EMPLOYEE:

_____