

LABOR AGREEMENT

BETWEEN

CITY OF WOODLAND

AND THE

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58

CLERICAL UNIT

FOR THE PERIOD

January 1, 2015

THROUGH

December 31, 2018

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**AGREEMENT BETWEEN
CITY OF WOODLAND**

AND THE

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58 – CLERICAL UNIT

THIS AGREEMENT made and entered into this first day of January 2015 by and between the CITY OF WOODLAND, WASHINGTON, hereinafter referred to as the "Employer," and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL 58, hereinafter referred to as the "Union." NOW, THEREFORE, be it mutually agreed to as follows:

PREAMBLE

Whereas, the Parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure highly productive, uninterrupted operations.

ARTICLE 1. RECOGNITION AND SECURITY

Section 1. The Employer recognizes the Union as the sole collective bargaining agent for all of its full-time and regular part-time Clerical employees within the jurisdictional limits of the Union in all Employer operations. Currently included are the following job titles:

Admin. Clerk I	Community Service Officer
Admin. Clerk II	Code Enforcement Officer
Admin. Clerk III	Public Safety Clerk III (Fire/Police)
Admin. Clerk IV	Public Safety Clerk IV (Fire/Police)
Admin. Clerk – Part-time (trainee)	Planning Assistant
Admin. Clerk – Part-time (regular)	

Administrative Clerk I-IV classifications may include:

- Records Account Clerk
- Permit Clerk
- Accounting Clerk/Reception
- Accounting Clerk/Reception/Webmaster/Wellness
- Utility Clerk
- Payroll Business License Clerk
- Public Works Clerk

Public Safety Clerks classifications may include (Civil Service):

- Police Clerk
- Police Clerk/Evidence
- Community Service Officer

Section 2. Part-time Employees. Temporary part-time and full-time employees hired on a seasonal or short-term basis are excluded; provided however, if such temporary employment lasts more than one hundred eighty (180) days on a continuing basis the Employer shall either hire the employee on a permanent basis, extend the temporary employment through mutual agreement, or terminate the employment.

Regular part-time employees who are included within the bargaining unit shall be those employees who meet the definition of a "regular part-time employee" that is contained in WAC 391-35-350 (2004). They are defined as one-sixth (1/6) of a regular full-time employee who works 2080 hours annually per calendar year. (Formula: $1/6 \times 2080 = 346.67$ hours per calendar year.) Regular part-time employees who qualify under WAC 391-35-350 (2004) are included in the bargaining unit and subject only to the health benefits as defined in City of Woodland Policy #2001-001 (Medical Insurance for part-time employees).

Regular part-time employees who work more than 20 hours but less than 35 hours per week will be eligible for Vacation and Sick Pay as outlined in Article 11 (Vacation) and Article 12 (Sick Leave).

Section 3. Civil Service Employees. Civil Service employees are subject to the provisions of Civil Service Rules and Regulations as defined by law. Parties acknowledge that certain provisions of this agreement, ie: lateral movement, layoffs, recalls, etc, may apply differently to civil service employees than non-civil service employees.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. The management of the City and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer may from time to time determine. The Employer has the authority to adopt rules for the operation of the City and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, but not limited to: assignment of work; determination of the number of personnel to be assigned duty at any time; determine or change standards and expectations for employee performance and conduct; increase, diminish, or change equipment, including the introduction of any and all new, improved or automated methods or equipment; determine the methods, processes, and means of providing services; and the performance of all other functions not otherwise expressly limited by this Agreement. Bargaining unit members are subject to the provisions of the City Personnel Ordinance. Provided, however, this Agreement shall take precedence if a conflict exists. Any and all changes to policy will be sent to the Union thirty (30) days prior to implementation in order to allow the Union to grieve or object to proposed changes.

Section 2. It is understood that management and supervisory employees not covered under this Agreement shall not perform bargaining unit work except, in the case of an emergency or for purposes of instruction or training or where the complement of regular employees is temporarily reduced by reason of absence. Exceptions not to exceed ten (10) days of any bargaining unit employee due to illness or other legitimate reasons or where the workload is temporarily increased.

Section 3. Bargaining unit members are subject to the provisions of the City Personnel Ordinance. Provided, however, this Agreement shall take precedence if a conflict exists.

Mandatory subjects of bargaining shall be resolved in accordance with RCW 41.56.

ARTICLE 3. UNION SECURITY

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that any and all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. A member in good standing shall be defined as a regular part-time or full-time employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Upon written notice from the Union of the failure on the part of any regular part-time or full-time employee to tender initiation fees and dues as above required, the Employer shall, within seven (7) days of such notice, discharge said employee.

ARTICLE 4. CHECKOFF OF DUES

Section 1. Each employee, as defined in Article 1, who desires to pay his or her Union dues by payroll deduction will complete a dues check off form with the Union, a signed copy of the dues check off form will be forwarded to the Employer. The Employer will deduct such dues from the wages of those employees and forward them to the Union no later than the tenth (10th) of each month. If objections to joining the Union are based on bona fide religious tenets and the employee objects to joining the Union because of such beliefs, the employee shall pay an amount of money equivalent to Union dues, assessment, and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Union that such payment has been made.

Section 2. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 3. It is further agreed that the Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all reasonable costs that shall arise out of, or by reason of action taken or not taken by the Employer in complying with the provisions of this article.

ARTICLE 5. NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, gender, sexual orientation, age, political affiliation, union membership and union related activities or because of disabled or developmentally delayed status.

Section 2. All references to employees in this Agreement designate both sexes and, when the male gender is used, it shall be construed to include both male and female employees.

Section 3. The City administrators and elected officials will treat each employee with dignity and respect at all times. Employees will also treat each other as well as the City administrators and elected officials with dignity and respect.

ARTICLE 6. UNION ACTIVITY

Section 1. Union activities will not be allowed by employees during regular working hours except in connection with the grievance procedure as provided herein. City facilities will be made available for union activities outside the regular working hours.

Section 2. A designated representative of the Union shall be entitled access to city employees, provided that such visits do not unduly interfere with production. The representative shall advise the department head upon arrival at the Employer's premises.

Section 3. A maximum of two members of the Union's negotiating team will be granted leave with pay for attending active collective bargaining sessions between the Parties that occur during their regularly scheduled work hours; this excludes preparatory meetings. The Union's negotiating team members will not receive overtime pay for attending collective bargaining sessions, nor will they be paid to attend collective bargaining sessions that fall outside their regularly scheduled work hours. The Union will promptly inform the City about the identity of the Union's negotiating team, and the Union will work together with the City in good faith to attempt to alleviate any legitimate operational concerns that the City brings to the Union's attention regarding the scheduling of collective bargaining sessions. Authorized representatives of the Union will be granted leave without pay for the purpose of attending conferences and meetings; provided that the authorized representatives' absences will not adversely affect the Employer's operations nor cause the Employer to incur additional expenses. The leave must be approved in advance by the Department Head or City designee.

Section 4. Shop Stewards shall notify and obtain permission from their Supervisor before leaving their work assignment for the purpose of investigating claims of grievance on the part of employees. Activity of the type described in this paragraph shall be conducted with pay, provided it does not extend beyond the time that the Union, or the Supervisor of the employee concerned, considers reasonable under the circumstances.

Section 5. The Union has the sole right to appoint and/or remove shop stewards. In the event the Union appoints or removes a shop steward the Union shall notify the City in writing and in a timely manner of the names of each shop steward.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. In the event of any dispute arising as to the interpretation or application of this Agreement, the matter shall be handled in the following manner:

- Step 1 The employee and/or shop steward shall first informally take up the complaint with his or her supervisor within ten (10) working days from the date of the occurrence of the event which originally precipitated the grievance or within ten (10) working days of the time the employee should reasonably have become aware of such event.
- Step 2 If the matter is not satisfactorily resolved at Step 1, the employee and/or the Union may reduce the grievance to writing and present it to the City Mayor or his/her designated representative within ten (10) working days of the occurrence of the event which originally precipitated the grievance. Within ten (10) working days thereafter the Mayor or his/her designee

shall submit his/her answer to the aggrieved employee. Within ten (10) working days following receipt of the Mayor's or his/her designee's reply the Union shall respond to the Mayor indicating whether the Union wishes to pursue the grievance. In the event the Union fails to respond within the time limit specified herein, the grievance will be considered dropped. The written grievance shall include the following:

- (a) A concise statement of the grievance and the facts upon which it is based.
- (b) The specific Article(s) of the Agreement alleged to have been violated.
- (c) The specific remedy sought.

Step 3 Except as provided for in this section, if the matter is not resolved at Step 2, the Union may, within ten (10) working days of the receipt of the City Mayor's or his/her designee's decision in Step 2, provide written notice to the City of its desire to refer the matter to a Joint Conference Board for a hearing and final decision.

The Joint Conference Board shall consist of two (2) members selected by the City and two (2) members selected by the Union. Persons serving on a conference board shall not be employees of the Union or the Employer.

The Joint Conference Board shall convene a hearing on the matter(s) at issue and render a decision as soon as is practicable.

The Joint Conference Board shall rule only on the issue(s) presented and shall confine its decision to interpretation and application of the language of this Agreement. The Joint Conference Board shall have no right to add to, delete from, modify or nullify any provision of this Agreement.

The decision of the Joint Conference Board shall be based solely on the evidence and testimony provided at the hearing and shall be final and binding on the Parties.

Step 4 Should the Joint Conference Board be unable to render a decision in the matter as described above or either Party provides notice of its intent not to convene the Joint Conference Board, it may be submitted to arbitration by the Party for a decision as provided herein. In order to proceed to arbitration, notice must be given to the Mayor or his/her designee, or the Union within ten (10) working days following conclusion of the Joint Conference Board.

If the grievance is advanced to arbitration the parties shall request a list of seven (7) Arbitrators residing in the Pacific Northwest from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days of receiving the list of Arbitrators the Parties shall meet and alternately strike names from the list until one (1) name remains. The first strike shall be determined by the flip of a coin, with the winner deciding whether to strike first or second. The Moving Party shall be solely responsible for the fee for selection of an Arbitrator. Nothing in this Paragraph shall preclude the Parties from mutually agreeing on an Arbitrator.

The Arbitrator shall render a decision as promptly as possible. The Arbitrator shall decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, delete from, or alter in any way, the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Parties. Cost of the Arbitrator, if any, shall be borne by the losing party as determined by the Arbitrator.

The time limits specified above may be waived by mutual written agreement between the Parties and shall exclude Saturdays, Sundays, and holidays.

Section 2. The City and the Union shall pay the costs incurred in presenting their own cases under this Article as well as the expenses, if any, for their respective appointed members of the Joint Conference Board.

Section 3. Failure to submit a grievance in accordance with the specified time limits without such written agreement shall constitute waiver and abandonment of the grievance.

Section 4. A grievance may be terminated at any time upon receipt of a signed statement to that effect from the Union.

Section 5. Discipline.

a. The Employer agrees to act in good faith in the discipline of any employee. In disciplinary investigations an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, he/she shall be in a pay status pending outcome of the investigation and/or disciplinary action. Depending on the severity of the violation involved and the employee's past record, disciplinary action may include but not be limited to: verbal reprimand, written reprimand, transfer, suspension with or without pay, loss of pay or privileges, demotion, or discharge, and based on just cause. Prior disciplinary action will normally be expected before the Employer acts to suspend or discharge the employee. This shall be considered progressive discipline. However, no prior disciplinary action shall be deemed necessary in cases of discharge or suspension in circumstances involving proven theft, gross insubordination, willful dishonesty, using or being under the influence of alcohol or controlled substance during working hours, gross negligence, carrying unauthorized weapons, violence, or other misdeeds similar as to the seriousness of their impact on the employer-employee relationship.

b. Whenever an employee is being interviewed by the City for a purpose which may lead to disciplinary action, the employee shall have the right, if such employee so requests at that time, to have a representative of the Union present during the meeting on the pending matter. Union representation is not required at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed. Disciplinary meetings will be conducted in a manner so as to protect the privacy of the impacted employee.

c. A verbal or written notice, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Warning letters, suspensions, and terminations, to be considered valid, must be issued within twenty (20) working days from the date of the occurrence of the violation claimed by the City in such warning notice or within twenty (20) working days of the time the City should reasonably have become aware of the violation. Time limits may be extended by mutual agreement; said mutual agreement shall not be arbitrarily withheld. The City shall provide the employee with written notice of any written warning, suspension, or discharge via Certified U.S. Mail and the union with written notice of any written, suspension, or discharge via email or facsimile transmission and U.S. Mail.

ARTICLE 8. SENIORITY

Section 1.

a. Definition: Seniority is defined as the employee's length of service as an Employee of the City within the bargaining unit. There shall be separate part-time and full-time seniority lists. Regular Part-time employees who are included within the Union's bargaining unit shall be those employees who meet the definition of a "regular part-time employee" that is contained in WAC 391-35-350 (2004). Regular part-time employees who qualify under WAC 391-35-350 (2004) are included in the Union and eligible only for the health benefits, vacation and sick leave as defined in City of Woodland Policy #2001-001 (Medical Insurance for Part-time Employees). Part time employees promoted to full time positions shall utilize the part-time hours worked on a pro-rata basis to determine their vacation and longevity pay calculations so long as the employee averages at least 20 hours per week during part-time employment. The full time seniority date of a part time employee moving to a full time position will be established as the date the employee begins work as a full time employee.

b. Probationary Employees: An employee is probationary for their first twelve (12) months within the bargaining unit. Probationary employees are subject to all provisions of this Agreement but have no seniority rights and may be discharged at will. A probationary employee shall never be transferred, promoted, retained during work force reductions, restored to service or be given preference in any manner over a non-probationary employee.

c. Application: Seniority shall prevail in promotions (provided the senior employee is qualified and capable of performing the work), demotions, transfers, shift preference and vacation time preference.

d. Termination of Seniority: An employee's seniority shall be broken so that no prior record of employment shall be counted and his/her seniority shall cease upon:

1. Just cause discharge.
2. Resignation.
3. Layoff exceeding six (6) months.
4. After twelve (12) months of absence due to an occupational injury or illness.
5. After six (6) months of absence due to a non-occupational injury or illness.

Section 2. Job Openings and Vacancies: In the event of a job opening or vacancy, notice of the opening or vacancy shall be posted at City Hall and City Annex for a two (2) week period. Employees shall be given the opportunity to fill the job in order of their seniority, providing the senior employee is qualified and capable of performing such job duties. Current bargaining unit employees shall be given priority in hiring. Current

employees who are promoted or moved to a new or vacated position will have two (2) weeks to return to their previously held position if they so choose with no loss of seniority or pay associated with prior position. It is the responsibility of the City to notify the employee when the two (2) week period begins unless otherwise mutually agreed upon in writing; mutual agreement will not be unreasonably withheld. In the event where an employee decides to return to their previously held position and causes another employee to be displaced from position, the displaced employee will not have recourse to the grievance procedure. External advertising will take place concurrently with the internal posting.

Section 3. An employee's seniority date will be adjusted for the purpose of awarding sick leave, earning vacation, eligibility for and payment of city employee insurance program benefits if he/she is on a leave of absence without pay for more than thirty (30) days providing the leave is not protected under state or federal regulation.

ARTICLE 9. WORK WEEK, HOURS OF WORK, SHIFTS

Section 1. Employees shall have an assigned workweek from 12:01 A.M., Sunday through 12:00 midnight, Saturday. Within that workweek, shifts will be developed so that forty (40) hours shall constitute a workweek and eight (8) hours shall normally constitute a workday. Provided, however, shifts from eight (8) to ten (10) hours may be developed according to the Employer's needs with the context of a forty (40) hour workweek. An unpaid lunch period of not less than thirty (30) minutes will be provided each workday.

Section 2. The employee's normal shift is from 8:00 A.M. to 5:00 P.M., but other shifts may be developed according to the Employer's needs. Notwithstanding the above, the Employer agrees to consider input from the Union regarding the assignment of work, the establishment or reconfiguration of the workweek, and what shifts will be employed.

Section 3. Each employee covered by this Agreement will have a fifteen (15) minute relief period prior to the beginning of the lunch period and a fifteen (15) minute relief period after the ending of the lunch period, both of which are scheduled by the Employer. The relief period will be taken at locations deemed appropriate by the Employer.

Section 4. If an employee is required to work at least two (2) hours on an emergency basis past his/her regular eight (8) hour shift he/she is entitled to a fifteen (15) minute relief period as arranged by the Employer. If an employee is required to work at least two (2) hours on a non-emergency basis past his/her regular eight (8) hour shift he/she is entitled to a fifteen (15) minute relief period prior to the end of his/her regular shift.

Section 5. Upon mutual agreement, the City or employee may voluntarily request the employee to take up to 5 unpaid furlough days or 40 hours per year, taken in 1 day increments. The City or employee will give a 30 day notice prior to the need for the furlough day(s). The employee has the option to take five (5) furlough days in a one week increment and scheduled based on the needs of the City.

ARTICLE 10. HOLIDAYS

Section 1. The following holidays shall be paid holidays for employees covered by this Agreement, with the exception of part-time employees who do not receive holiday pay, and shall be paid at straight time and taken on the times shown below:

NEW YEARS DAY	1 st of January
MARTIN LUTHER KING DAY	3 rd Monday of January
PRESIDENTS DAY	3 rd Monday of February
MEMORIAL DAY	Last Monday of May
INDEPENDENCE DAY	4 th day of July
LABOR DAY	1 st Monday of September
VETERANS DAY	11 th day of November
THANKSGIVING DAY	4 th Thursday of November
DAY IMMEDIATELY FOLLOWING THANKSGIVING DAY	4 th Friday of November
CHRISTMAS EVE	24 th day of December
CHRISTMAS DAY	25 th day of December

Section 2. Special Day Off. Each member of the bargaining unit, after one (1) year of employment, shall enjoy as a "special day off" one (1) holiday per calendar year in addition to those specified above. Each employee may select the day upon which he/she desires to take the additional holiday provided for herein after consultation with each employee's immediate Supervisor and approval of such Supervisor as to the day selected.

Section 3. The holidays recognized in accordance with Section 1 of this Article shall be observed on the dates listed, except that when the day recognized as the holiday falls on a Saturday the preceding Friday shall be observed as that holiday and when the day recognized as the holiday falls on a Sunday the Monday that immediately follows will be observed as that holiday.

Section 4. Any work performed by an employee at the request of the Employer on holidays recognized in Section 1 of this Article shall be paid at the rate of pay specified in Article 17 – Overtime.

Section 5. Employees will be paid for holidays in accordance with Section 1 provided that they work all time scheduled on the workday that immediately precedes the holiday, and all scheduled time on the workday that immediately follows the holiday. Employees who receive authorized sick pay or authorized vacation pay for the workday immediately preceding or immediately following the holiday shall be paid for the holiday in accordance with Section 1 of this Article.

Section 6. An employee who is on authorized vacation or sick leave when a holiday recognized in accordance with Section 1 of this Article is observed shall receive pay at straight time for the holiday and will not have his/her vacation or sick leave accrual, as the case may be, charged for the holiday.

ARTICLE 11. VACATIONS

Section 1. Effective January 1, 2015, the following vacation leave accrual schedule shall apply to all bargaining unit members who have maintained continuous full time employment:

Continuous full-time service:	
0 through 2 years	8.00 hours per month
At the beginning of 3 rd year	9.33 hours per month
At the beginning of 5 th year	10.67 hours per month
At the beginning of 8 th year	12.00 hours per month
At the beginning of 10 th year	13.33 hours per month
At the beginning of 15 th year	16.67 hours per month
At the beginning of 20 th year	18.00 hours per month

Section 2. Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, but may not be taken until after the employee's first anniversary date. Provided however, an employee terminated for cause in the first year of employment forfeits any accumulated vacation. If separation is for reasons other than cause the employee shall be paid for his/her accumulated vacation.

Because vacation is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month the following shall apply:

An employee who separates from city service on or after the 15th day of the month shall receive the full month's vacation accrual. Employees separating before the 15th shall receive no vacation accrual for the partial month.

Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one (1) year accrued vacation plus the unused vacation accrual of the current anniversary year at their current rate. However, at the end of any anniversary year, any annual leave balance above the unused vacation accrual of the current anniversary year plus a maximum of one (1) year will lapse; that is, an employee at the beginning of any anniversary year shall have no more than two (2) years accrued vacation. Such approval shall be based on a finding that the employee was unable to schedule and take accumulated vacation within the prescribed time period.

Vacation must be taken in whole-day increments unless otherwise authorized by the employee's Supervisor.

Preference in scheduling vacation shall be based on seniority within the Department. Provided, however, the Employer retains the right to approve and schedule vacation consistent with its work needs.

Accumulated vacation shall be scheduled for use by February 28th of each year and shall be approved by the Department Head. Vacations requested after such date will be approved on a first-come basis.

Section 3: Regular part-time employees who work more than twenty (20) hours but less than thirty five (35) hours per week will accrue four (4) hours per month for vacation.

ARTICLE 12. SICK LEAVE

Section 1. Sick leave with pay shall accrue for all full-time employees at the rate of eight (8) hours for each completed month of service. Sick leave for all full-time employees may accumulate to, but not exceed, eight hundred (800) hours. Sick leave with pay shall accrue for all regular part-time employees who work more than twenty (20) hours but less than thirty five (35) hours per week at the rate of four (4) hours for each completed month of service. Sick leave for all regular part-time employees may accumulate to, but not exceed, four hundred (400) hours. An employee separated in good standing shall receive payment equal to fifty percent (50%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay. Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave, when combined, exceed two hundred forty (240) hours for full-time employees and one hundred twenty (120) hours for regular part-time employees.

Section 2. Employees may use sick leave following their third 3rd month of continuous employment with the Employer.

Section 3. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article.

Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

- a. Family Illness Usage: Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee.
- b. Medical and Dental Appointments: Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours. The Employer shall make reasonable efforts to provide coverage for employees utilizing sick leave.
- c. Reporting and Approval Procedures. Employees unable to report for duty shall notify the Employer's designated representative in accordance with procedures and established policies. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates and such leave as far in advance of the leave as is practicable.
- d. Shared Leave. Employees shall also be eligible for "shared leave" benefits pursuant to City Ordinance No. 804.
- e. Medical Verification: The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his/her duties.
- f. Immediate Family (Sick Leave-defined): Persons related by blood, marriage, domestic partner, or legal adoption, grandparent, wife, husband, father, mother, brother, sister, child, grandchild, or any relative living permanently in the employee's household.

Section 4. Sick Leave Use. The number of hours deducted from an employee's sick leave bank shall be based upon shift duration. An employee working a ten (10) hour shift who is absent for a full shift shall have ten (10) hours deducted from his/her sick leave bank.

Section 5. Notification. In order to receive compensation while absent on sick leave, the employee, or someone on the employee's behalf, must notify the Department Head or person designated by the Department Head prior to the absence, or as soon as possible during such absence.

Section 6. Payment of Accumulated Sick Leave. Upon death, termination, or retirement an employee (or a deceased employee's beneficiary) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay. Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave when combined exceed two hundred forty (240) hours. Sick leave is accruable to no more than sixteen hundred (1,600) hours.

Section 7. Because sick leave is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month the following shall apply: An employee who separates from city service on or after the 15th day of the month shall receive the full month's sick leave accrual. Employees separating before the 15th shall receive no sick leave accrual for the partial month.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. Military Leave. USERRA and applicable Washington State provisions shall apply for leaves of those Employees who are members of the National Guard or Military Reserves.

Section 2. Leave Without Pay. All leaves without pay will be submitted by the employee through his/her Department Head to the Mayor for review and approval. If approved the employee will be reinstated as follows:

- a. If the leave was due to an industrial injury to the position held at the time of the leave, provided the position is still available, or, if it is not available, to another available position that the employee can perform, provided that the employee is qualified with the skills and abilities of the position.
- b. If the leave was due to a non-industrial injury or illness to any available position that the employee can perform, provided that the employee is qualified with the skills and abilities of the position.

Section 3. An employee on an approved leave of absence without pay will have the first thirty (30) calendar days counted for purpose of computing sick leave, vacation pay and eligibility, and payment of city employee insurance program benefits provided he/she has completed at least one (1) year of continuous employment with the Employer.

Section 4. Jury Duty.

- a. When an employee is summoned for jury duty, the employee shall notify his/her Department Head in writing on the next regularly scheduled workday. The employee shall continue to keep his/her Department Head informed as far in advance as possible as to the dates that he/she is required to appear. Employees who are called to serve on jury or appear as a subpoenaed witness in any established court will be released from work to do so; provided, however, the City shall have the right to petition the court to excuse the employee from jury duty or from the subpoena and the employee will cooperate with the City in the petition to be excused from jury duty or subpoena. During the period of such absence, regular employees will receive their regular wages, minus the amount received as jury duty or witness fees (except any amount for mileage reimbursement).

b. Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals, except employees who appear in court as the plaintiff or defendant in any action shall not be paid for the time away from work unless that time is taken as accrued vacation time.

c. In the event that an employee is called for jury duty and is excused by the Court before the jury for the case is selected, such employee shall report back to work and continue their normal work activities until again called for jury duty.

Section 5. Maternity Leave. Maternity leave shall be granted as per WAC 162-30-020 as amended and in compliance with all applicable Federal regulations.

Section 6. Bereavement Leave. Paid bereavement leave shall be granted to an employee in the event of death in the immediate family requiring attendance of the employee at the funeral or other bereavement service. Bereavement pay shall be based on an Employee's regular daily rate of pay.

Bereavement leave shall be limited to three (3) days in any one (1) instance. "Immediate family" includes spouse, parent, present mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, brother, sister, child, stepchild, or grandchild of the employee, or a more distant relative if living with and as a member of the employee's immediate household and other relatives as approved by the Department Head or his or her designee. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Employees may be excused from work, with pay, to attend the funeral of an employee or former employee, providing the Employer approves such leave in advance. Bereavement leave is separate from sick leave, holiday pay, compensatory time, and vacation.

Notification. In order to receive compensation while absent on bereavement leave the employee, or someone on the employee's behalf, must notify the Department Head or person designated by the Department Head prior to the absence, or as soon as possible during such absence.

ARTICLE 14. IDENTIFICATION OF JOBS

Section 1. "Job" shall be defined as an employee's job title, job number, and range as assigned by the Employer.

Section 2. Cross Training. All employees will be subject to "cross-training" for maximum efficiency of City operations. No wage adjustment or change in the employee's original job description shall result from such cross-training.

ARTICLE 15. MOVEMENT OF PERSONNEL

Section 1. The need for promotions and the employees to be promoted will be determined by the Employer. It is the intent of the Employer to fill job vacancies from qualified applicants within the unit before hiring new employees. Employees who are promoted or moved to a new or vacated position will have two (2) weeks to return to their previously held position if they so choose with no loss of seniority or pay associated with prior position. It is the responsibility of the City to notify the employee when the two (2) week period begins unless otherwise mutually agreed upon in writing; mutual agreement will not be unreasonably withheld. In the event where an employee decides to return to their previously held position and causes another employee to be displaced from position, the displaced employee will not have recourse to the grievance procedure.

Section 2. Employees may be transferred laterally to perform such work as the Employer deems necessary.

Section 3. Employees who do not sustain the performance standards expected by the Employer for any given job title may be demoted to a lower job title.

Section 4. Bargaining unit members will advance up the wage scale for their particular job classification based upon their time served with the City in that job classification. Thus, when a bargaining unit member is initially hired into the bargaining unit, he/she will advance up the wage scale of his/her job classification based upon time served with the City since his/her initial hire date into the bargaining unit. If a bargaining unit member subsequently receives a promotion to a higher-paying job classification within the bargaining unit then advancement up the wage scale of this new job classification will be based upon time served with the City subsequent to the date of promotion. Should such a subsequent promotion occur, however, this will have no effect on the anniversary date of the bargaining unit member in question for any other purposes, such as vacation accrual, etc. When a bargaining unit member is initially hired into the bargaining unit by the City or is promoted to a higher paying job classification he/she may be placed at higher than Step 1 on the applicable wage scale for his/her job classification as is appropriate in light of his/her experience, skills, etc. and when this occurs the bargaining unit member in question will then advance further up the applicable wage scale for that job classification at the time intervals that are set forth in Exhibit A from that date forward.

ARTICLE 16. RATES OF PAY

Section 1. Base wages will be established under the Parties' agreed-upon step plan to those levels contained in Exhibit "A."

- a. The City and the Union shall continue to utilize the AWC Salary Survey as a helpful tool during the bargaining process, primarily by comparing job codes and pay scales for positions in cities in the population range of 2,500 to 7,499.
- b. The position of Clerk I will be established with Job Code 200.
- c. The position of Clerk II will be established with Job Code 200 and 210.
- d. The position of Clerk III will be established by averaging the formal high step for Job Code 210 and 245.
- e. The position of Clerk IV will be established by averaging the formal high step for Job Code 205, 245, and 270.
- f. The position of Civil Service Clerk III will be established by averaging the formal high step for Job Code 210 and 230.
- g. The position of Civil Service Clerk IV will be established with the formal high step for Job Code 302.

Section 2.

Effective January 1, 2015, the base wage applicable to all bargaining unit members shall be increased by 3%.

Effective January 1, 2016, the base wage applicable to all bargaining unit members shall be increased by 2.5%.

Effective January 1, 2017, the base wage applicable to all bargaining unit members shall be increased by 2.5%.

Effective January 1, 2018, the base wage applicable to all bargaining unit members shall be increased by 2.75%.

Section 3. Longevity Pay

Effective on January 1, 2015, bargaining unit members will begin receiving longevity pay as set forth below:

\$50 per month after the completion of 5 years of service.

\$75 per month after the completion of 10 years of service.

\$100 per month after the completion of 15 years of service.

\$125 per month after the completion of 20 years of service.

\$150 per month after the completion of 25 years of service.

The appropriate amount of longevity pay in each individual case will be added to an employee's monthly base wage at the completion of the month during which the employee becomes entitled to receive that amount of longevity pay as set forth above.

Section 4: Direct Deposit

Employee's paychecks (net earnings) will be directly deposited into the financial institution of the employee's choice unless an employee certifies in writing that the employee does not have a bank account, or unless the employee and the City mutually agree otherwise.

ARTICLE 17. OVERTIME

Section 1. All assigned work performed in excess of forty (40) hours in a workweek, or eight (8) hours in a workday, shall be compensated at one and one-half (1 1/2) times an employee's base rate. All work performed on Saturdays and Sundays shall be compensated for at one and one-half (1 1/2) times an employee's base rate if this is not part of their regularly scheduled work shift. An employee who is assigned to work on a holiday specified in Section 1, Article 10, will be paid one and one-half (1 1/2) times his/her regular rate of pay in addition to pay for the holiday.

Compensatory Time. All work which has been authorized by the City in excess of the regularly scheduled shift shall be paid at one and one half (1 1/2) times the employee's regular rate of pay. Upon request by an employee, the employee may have time off in lieu of pay at one and one-half (1 1/2) times the employee's base rate. In no event shall the Supervisor approve additional compensatory time accumulation for any employee who has accrued forty-eight (48) hours in his/her compensatory time off bank.

Scheduling of compensatory time off shall be at the discretion of the Supervisor, however, employees will at no time be required and/or directed to use compensatory time. Work attributable to programs funded by outside sources shall be paid for and not subject to compensatory time credit.

Upon separation an employee shall be paid for any accumulated compensatory time. Conversion of compensatory time to payment as cash for active employees shall be requested by the employee in writing and arranged with the Clerk Treasurer. Written requests should be submitted with the monthly timesheet with the signature of the Supervisor.

Section 2. Call Back. Employees who are required to work other than a continuation of their shift shall be paid at one and one-half (1 1/2) times their base rate of pay for hours worked. Any call-back shall be for a minimum of two (2) hours.

Section 3. Out of Class Pay. Any regular full-time employee who is assigned to perform substantially all the duties of a position in a higher classification for five (5) or more shifts shall be paid at the lowest step in the range assigned to the higher classification that results in an increase over his/her regular base rate for the duration of such assignment.

Section 4. The City of Woodland agrees to offer Bi-lingual Pay for recognized non-English language interpreters in the amount of \$50.00 per month. The recognized language will be identified by the City based on the needs and demographics of the City and its population. The employee will be required to be certified per the American Council of Teaching Foreign Language (ACTFL) program requirements at a level of "Intermediate High" or above. All testing will be done by ACTFL by means outlined by the ACTFL.

Due to the costs of the test the following will apply:

1. Employees will be allowed to test at any given recognized level once per year.
2. The City of Woodland will pay for only two tests at any given recognized level.

ARTICLE 18. EMPLOYEE INSURANCE

The City hereby agrees that it will provide two medical insurance options to the bargaining unit members: the AWC/Regence HealthFirst Plan and Kaiser Permanente Traditional HMO 16D 15/30. The City also hereby agrees to continue to provide to the bargaining unit members the dental, vision, and life insurance plans that the City provided to them during calendar year 2007. Effective January 1, 2017, the City will transition from the current AWC/Regence Healthfirst Plan or Kaiser 16D 15/30 Plan to Oregon Teamsters Employers Trust Fund. The City agrees to remit to OTET, the full amount required by the Trust per full-time employee covered by this Agreement who holds a regular budgeted position with a work schedule that is normally thirty-five (35) hours or more per week on a continuing basis and was compensated for eighty (80) hours or more during the preceding month to provide FW-L Medical, D-6 Dental and V-4 Vision. All part-time employees are excluded from OTET medical coverage.

The City hereby agrees to pay 100% of the health care premiums for all of the above-referenced plans that are applicable to Union bargaining unit members themselves.

Furthermore, the City hereby agrees to pay all of the premiums regarding all of the above-referenced health insurance plans that are applicable to the dependents of bargaining unit members, except that bargaining unit members with one (1) dependent will pay an amount equal to one-half (1/2) of one percent (1%) of their monthly base wage towards health insurance premiums each month; bargaining unit members with two children and no spouse will pay an amount equal to one percent (1%) of their monthly base wage towards health insurance

premiums each month; and bargaining unit members who are on the family rate for either medical insurance plan or who are on the AWC medical insurance plan and who have a spouse and one child will pay an amount equal to two and one half percent (2.5%) of their monthly base wage towards health insurance premiums each month. Effective upon ratification of this agreement and through the transition to OTET, the City will not require cost share from the member for their spouse or dependents for the above referenced health insurance plans. Effective January 1, 2017 and for the duration of this agreement, the bargaining unit members will pay an amount equal to two and one half percent (2.5%) of the monthly medical premiums for health insurance.

Commencing upon the signing of this Agreement by both Parties, and continuing during the period of time when the terms of this Agreement are applicable, the Parties hereby agree that if a bargaining unit member has health care insurance available through the spouse's employer or other coverage, the bargaining unit member can opt out of the City provided health care, upon certification of alternative health care coverage, and shall be paid one hundred dollars (\$100) monthly. The Parties also agree further that if a bargaining unit member who opts out of City provided health care as set forth above subsequently loses for any reason the health insurance coverage through their spouse's employer or other coverage that allowed them to opt out of City provided health care, the bargaining unit member will be allowed upon written request to the City to opt back in to coverage under City provided health care underwriting rules at the earliest possible time allowed by the City's applicable health care provider. Effective during the month when City provided health care coverage resumes, bargaining unit members opting back into coverage will cease receiving the one hundred dollars (\$100) monthly payment that is set forth above. Effective January 1, 2017, the City will discontinue allowing the bargaining unit member to opt out of the City provided health care and the monthly payment of one hundred dollars (\$100) as referenced above.

The Parties hereby agree that throughout the period of time when the terms of this Agreement are applicable if a bargaining unit member's spouse has co-insurance available through the spouse's employer, either the spouse will agree to be covered by their employer as the primary insured, or if that bargaining unit member still wanted his or her spouse to be enrolled on the City's medical plan, then the bargaining unit member would pay an additional twenty five dollars (\$25) per month for the City coverage through payroll deduction. Effective January 1, 2017, the City will discontinue the requirement of twenty five dollars (\$25) per month if a member's spouse has co-insurance available through the spouse's employer as referenced above.

If insurance carrier makes change in plan provisions that is beyond City's control, both Parties would retain their bargaining rights pursuant to RCW 41.56, and neither Party would waive any of their bargaining rights.

The Employer will make available a Group Medical, Dental, and Vision Insurance Program for employees through the term of the Agreement as specified above.

ARTICLE 19. LAYOFFS AND RECALL

Section 1. In the event of a reduction in force or layoff the following principles shall be applied:

- a. Seniority shall prevail in the reduction and restoration of the work force, provided the senior employee is qualified and capable of performing the work.
- b. The last employee laid off shall be given the first opportunity to be reinstated, provided, however, that such employee has the qualification and ability for the position for which he/she is to be reinstated.

- c. No full-time employee shall be laid off prior to a part-time employee.
- d. Full-time employees shall be allowed to displace part-time employees in the event of a reduction of the work force.
- e. Casual or intermittent part-time employees shall be laid off prior to any regular full-time or regular part-time employees being laid off.

Rehires: In the event of restoration of the work force, an employee on layoff shall be given fifteen (15) days notice of restoration by registered or certified letter and shall contact the City within ten (10) days after receipt of the notice. Failure to report may result in loss of seniority. The return to work date may be adjusted by mutual agreement.

Section 2. Two (2) weeks notice of such layoffs shall be given before the scheduled layoff, except in cases of emergency.

Section 3. Any employee laid off shall be placed on the recall list for a period of six (6) months. Employees on this recall list that are recalled for up to this six (6) month period shall not suffer any reduction in seniority, wages or job grade upon return to work.

ARTICLE 20. STRIKES AND LOCKOUTS

Section 1. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of service. To this end, the Union and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

Section 2. The Union agrees that during the term of this Agreement:

- a. There will be no strike, sit-down, or walk-out.
- b. The Union will not directly or indirectly authorize, encourage, or approve any refusal on the part of employees to proceed to the location of the normal work assignment. Any employee who violates this clause shall be subject to discipline, including termination.

Section 3. The Employer agrees that during the term of this Agreement there shall be no lock-out of employees covered by this Agreement.

ARTICLE 21. SUBSTANCE ABUSE

Section 1. Intent and Purpose. The City and the Union acknowledge that substance abuse poses a serious threat to the health, safety, and productivity of officers, other city employees, and members of the public. For that reason the Union agrees that its members will be subject to the City's Substance Abuse policy, as established by the City, with the following additions, modifications, or clarifications:

- a. It is understood that Bargaining Unit members will be requested and not required to sign a statement acknowledging receipt of a copy of the policy. Members who choose not to sign will be subject to documentation from department management indicating that they received the copy but chose not to sign an acknowledgment of receipt.

- b. Unless otherwise required by federal law employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee is under the influence of any substance that affects that employee's job performance and/or is in possession of illicit drugs, either by possession or consumption, and/or has alcohol in their system, while on duty; the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Employees will be tested when they are involved in a reportable vehicle collision, incidents involving the use of deadly force, the discharge of firearms, any other event involving the use of force that involves a serious injury or death, and/or an accident involving employee negligence that causes serious injury or death.

Reasonable suspicion for the purposes of this Article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech, or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use. The City will strive to utilize more than one person to observe these changes, but one person shall be deemed sufficient if an appropriate second observer is not immediately available or is not willing to act as an observer.

Evidence Room Manager. In addition, the City may conduct up to one random drug test per calendar year upon any member of the bargaining unit while that individual is serving as the Evidence Room Manager for the Police Department.

- c. For purposes of testing for the presence of substances any positive result from a Bargaining Unit member's sample will be subject to confirmation by a GC-MS test.
- d. The Parties to this Agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The Parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City and detailed during these negotiations are appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.

- e. The Parties further agree that the thresholds for reporting positive findings of commonly abused substances to the Employer by the testing services provider shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Scr)	.00 G / DL
Cannabinoid (UR)	100 NG / ML
Amphetamines	1000 NG / ML
Barbiturates	300 NG / ML
Benzodiazepines	300 NG / ML
Cocaine (Metab)	300 NG / ML
Methadone	300 NG / ML
Opiates	300 NG / ML
Phencyclidine	25 NG / ML

- f. The Parties agree that blood testing will be required of members only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested and not for any other medical purposes.
- g. If an employee has tested positive the City will provide a copy of the test results to the employee. Tests shall be conducted in a manner to ensure that an employee's legal drug use and/or diet does not affect the test result. Legal drug use is defined as medication use under the care and/or as prescribed by a licensed medical practitioner for a specific medical condition. Employees will notify their supervisor of any medications being taken that would reasonable or likely effect their work performance.
- h. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his/her choosing at the expense of the employee.
- i. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the Department Head, who will handle the report per the department's established procedure.
- j. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time discipline will be limited to a written warning, on the condition that the employee shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the drug and alcohol evaluation. In the event the employee disagrees with the treatment recommended the employee may choose to obtain a second opinion from a qualified medical professional

of his/her choice and expense. If there is a conflict between the two evaluations the City and the employee will mutually select a third qualified medical professional to reevaluate and make a final determination for treatment. The third evaluation will be paid fifty percent (50%) by each Party and will be final and binding. Employees who complete a rehabilitation program may be re-tested randomly for one (1) year following the completion of the rehabilitation program. If the employee has violated other department or City policies concurrently with the substance abuse policy discipline up to and including termination may be administered as appropriate under the Substance Abuse Policy and as outlined in Article 6, Section 3 of this Agreement.

- k. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a drug and alcohol rehabilitation program on their own shall not be subjected by the City to random re-tests. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- l. If an employee tests positive during the one (1) year period following the completion of rehabilitation the employee will be re-evaluated by a licensed practitioner to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by medical benefits and/or insurance that arise from this additional counseling or treatment. Employee will be subject to disciplinary action as a result of testing positive for drug and/or alcohol use.
- m. The City shall pay for all costs involving drug and alcohol testing, as well as the expenses associated with the drug/alcohol assessment. The City shall also reimburse each employee for his/her time and expenses, including travel, incurred involving the testing procedure only.
- n. Once treatment and follow-up care is completed and two (2) years has passed with no further violations of this Article the employee's personnel and medical files shall be purged of any reference to his/her drug or alcohol problem.

Section 2: Smoke Free Work Environment. All City facilities, including City-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the City will be smoke free per 70.160 RCW; there will be no smoking within twenty-five (25) feet of any doorway.

ARTICLE 22. SEPARABILITY

Section 1. Should any provisions of this Agreement be held by any court of competent jurisdiction or other proper authority to be in conflict with any applicable federal or state law, such provision shall immediately become null and void; however, such determination shall not operate to cause other provisions herein which do not so conflict to become inoperative.

Section 2. Should any such determination occur, the Parties shall meet to negotiate substitute provisions which are in conformity with the applicable law. Should the Parties fail to agree upon proper substitute provisions, the conflicting provisions shall be deemed revised to such extent as necessary to conform to such law.

ARTICLE 23. CONTENT

This Agreement contains all of the Agreements, stipulations, and provisions agreed upon by the Parties hereto. No representative of either Party has authority to make, and neither Party shall be bound by, any statement, representation, agreement, stipulation, or provision made prior to the execution of the Agreement, or these Agreement negotiations, and not set forth herein.

ARTICLE 24. MISCELLANEOUS BENEFITS

Section 1. For the duration of this Agreement, the Employer agrees to provide coffee and related supplies for employees.

Section 2. The City further agrees to provide all necessary and required uniforms for the Community Service Officer, and the Police Clerk, as determined by the Department Head.

Section 3. Pension: The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System or its successor program.

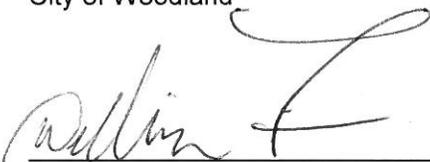
ARTICLE 25. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2015 through December 31, 2018 including all the terms and provisions hereof, and until the same date from year to year thereafter, until or unless the Union or the Employer shall serve written notice on the other at least sixty (60) days prior to any December 31st thereafter, stating that it desires to negotiate for modifications or amendments to this Agreement or to terminate this Agreement as of such December 31st.

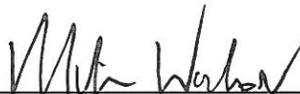
Signed this 1st of June 2016.

City of Woodland

Chauffeurs, Teamsters & Helpers Local 58



Will Finn
Mayor



Mike Workman
Business Representative

EXHIBIT "A" CITY OF WOODLAND - TEAMSTERS STEP PLAN

2015 CLERICAL STEP PLAN

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk – Part time Trainee *WA state minimum wage to range	\$9.47* to \$10.23 per hour (a range only, no steps)				
Clerk - Part Time Regular	11.37	11.71	12.08	12.45	12.83
Clerk – Part Time Regular Journey	14.29	14.73	15.18	15.65	16.13
Clerk I	2,882 16.63	2,972 17.15	3,063 17.67	3,158 18.22	3,256 18.78
Clerk II	3,055 17.63	3,150 18.17	3,248 18.74	3,349 19.32	3,452 19.92
Clerk III	3,289 18.98	3,390 19.56	3,495 20.16	3,603 20.79	3,714 21.43
Clerk IV	3,687 21.27	3,802 21.94	3,919 22.61	4,040 23.31	4,164 24.02
Code Enforcement Officer (CEO) Part Time	18.08	18.61	19.18	19.76	20.34
Planning Assistant	2,681 15.47	2,763 15.94	2,849 16.44	2,937 16.94	3,028 17.47
Community Service Officer (CSO)**	3,380 19.50	3,486 20.11	3,594 20.74	3,705 21.38	3,820 22.04

**Entry level for Community Service Officer is 3,280 (18.92).

2016 CLERICAL STEP PLAN

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk – Part time Trainee *WA state minimum wage to range	\$9.47* to \$10.49 per hour (a range only, no steps)				
Clerk - Part Time Regular	11.66	12.00	12.38	12.76	13.15
Clerk – Part Time Regular Journey	14.64	15.10	15.56	16.04	16.53
Clerk I	2,954 17.04	3,046 17.57	3,140 18.12	3,237 18.68	3,337 19.25
Clerk II	3,131 18.06	3,228 18.62	3,329 19.21	3,432 19.80	3,538 20.14
Clerk III	3,371 19.45	3,474 20.04	3,582 20.67	3,693 21.31	3,807 21.96
Clerk IV	3,780 21.81	3,897 22.48	4,017 23.18	4,141 23.89	4,268 24.62
Code Enforcement Officer (CEO) Part Time	18.53	19.08	19.66	20.25	20.85
Planning Assistant	2,748 15.85	2,833 16.34	2,920 16.85	3,010 17.37	3,104 17.91
Community Service Officer (CSO)**	3,465 19.99	3,573 20.61	3,684 21.25	3,798 21.91	3,916 22.59

**Entry level for Community Service Officer is 3,362 (19.40).

2017 CLERICAL STEP PLAN

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk – Part time Trainee *WA state minimum wage to range	\$9.47* to \$10.75 per hour (a range only, no steps)				
Clerk - Part Time Regular	11.95	12.30	12.69	13.08	13.48
Clerk – Part Time Regular Journey	15.01	15.47	15.95	16.44	16.94
Clerk I	3,028 17.47	3,122 18.01	3,218 18.57	3,318 19.14	3,421 19.74
Clerk II	3,210 18.52	3,309 19.09	3,412 19.68	3,518 20.30	3,626 20.92
Clerk III	3,455 19.93	3,561 20.54	3,672 21.19	3,785 21.84	3,902 22.51
Clerk IV	3,874 22.35	3,994 23.04	4,118 23.76	4,244 24.49	4,375 25.24
Code Enforcement Officer (CEO) Part Time	18.99	19.55	20.15	20.76	21.37
Planning Assistant	2,817 16.25	2,903 16.75	2,993 17.27	3,085 17.80	3,182 18.36
Community Service Officer (CSO)**	3,552 20.49	3,662 21.13	3,776 21.79	3,892 22.45	4,014 23.16

**Entry level for Community Service Officer is 3,446 (19.88).

2018 CLERICAL STEP PLAN

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk – Part time Trainee *WA state minimum wage to range	\$9.47* to \$11.04 per hour (a range only, no steps)				
Clerk - Part Time Regular	12.28	12.64	13.04	13.44	13.85
Clerk – Part Time Regular Journey	15.42	15.90	16.39	16.89	17.41
Clerk I	3,111 17.95	3,208 18.51	3,306 19.07	3,409 19.67	3,515 20.28
Clerk II	3,298 19.03	3,401 19.62	3,506 20.23	3,615 20.86	3,726 21.50
Clerk III	3,550 20.48	3,659 21.11	3,773 21.77	3,889 22.44	4,010 23.14
Clerk IV	3,981 22.97	4,104 23.68	4,231 24.41	4,361 25.16	4,495 25.93
Code Enforcement Officer (CEO) Part Time	19.51	20.09	20.70	21.33	21.96
Planning Assistant	2,894 16.70	2,983 17.21	3,076 17.75	3,170 18.29	3,269 18.86
Community Service Officer (CSO)**	3,649 21.05	3,763 21.71	3,879 22.38	4,000 23.08	4,124 23.79

**Entry level for Community Service Officer is 3,540 (20.43).