Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

AGREEMENT BETWEEN

THE CITY OF RICHLAND,
WASHINGTON

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 280
2025-2027

Resolution No. 2025-104, Contract No. 329-25___

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

TABLE OF CONTENTS

ARTICLE I PREAMBLE 1

ARTICLE II RECOGNITION 1

Section 2.01 Unit Description 1

Section 2.02 Temporary and Limited Term Employment 1

Section 2.03 Communications and Notices 2

ARTICLE III TERM AND RENEWAL 2

ARTICLE IV SCOPE AND PREVAILING RIGHTS 2

Section 4.01 Basic Agreement 2

Section 4.02 No Discrimination 2

Section 4.03 Management Rights Reserved 3

ARTICLE V UNION MEMBERSHIP AND SECURITY 3

Section 5.01 Union Membership 3

Section 5.02 Deduction of Union Dues 3

Section 5.03 Union Stewards 4

Section 5.04 Union Release Time 4

Section 5.05 Union Visits 5

Section 5.06 Bulletin Boards 5

Section 5.07 Professional Standards 5

ARTICLE VI SAVINGS CLAUSE 5

Section 6.01 State and Federal Obligations 5

Section 6.02 Court Actions 5

Section 6.03 Binding 5

ARTICLE VII FULL UNDERSTANDING, MODIFICATIONS, WAIVER 5

ARTICLE VIII PERFORMANCE OF DUTY 6

ARTICLE IX PROBATIONARY PERIOD, SENIORITY, PROMOTIONS AND TRANSFERS, LAYOFFS AND RECALLS 6

Section 9.01 Probationary Period 6

Section 9.02 Seniority 7

Section 9.03 Promotions and Transfers 8

Section 9.04 Layoffs and Recalls 9

ARTICLE X HOURS OF WORK AND WORKING SCHEDULES 10

Section 10.01 Work Day 10

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 10.02 Work Week ... 10
Section 10.03 Rest Periods ... 10
Section 10.04 Work Shift ... 10
Section 10.05 Meal Periods ... 11
Section 10.06 Call Outs ... 11
Section 10.07 Relief From Duty ... 12

ARTICLE XI WAGES, SHIFT DIFFERENTIALS, STANDBY, OVERTIME AND PAYDAY ... 12
Section 11.01 Wages ... 12
Section 11.02 Shift Differentials ... 12
Section 11.03 Temporary Work In A Higher Classification (Acting Pay) ... 12
Section 11.04 Overtime ... 13
Section 11.05 Call-out Pay ... 14
Section 11.06 Scheduled Overtime ... 15
Section 11.07 Shift Extension Overtime ... 15
Section 11.08 Required Overtime ... 15
Section 11.09 Meal Allowance ... 15
Section 11.10 Payday ... 16

ARTICLE XII INSURANCE AND BENEFITS ... 16
Section 12.01 Health and Life Insurance Benefits ... 16
Section 12.02 Deferred Compensation ... 18
Section 12.03 Health Reimbursement Arrangement (HRA) VEBA ... 18
Section 12.04 Retirement ... 18
Section 12.05 Optional Coverages ... 19

ARTICLE XIII LEAVES ... 19
Section 13.01 Paid Time Off and Extended Sick Leave Program ... 19
Section 13.02 Extended Sick Leave (ESL) ... 23
Section 13.03 Treatment of Grandfathered Sick Leave ... 24
Section 13.04 Holidays ... 24
Section 13.05 Occupational Disability Allowances ... 25
Section 13.06 Leave to Attend Funerals of City Employees ... 25
Section 13.07 Jury Duty and Witness Service ... 26
Section 13.08 Military Leave ... 26
Section 13.09 Family and Medical Leave ... 26
Section 13.10 Leave of Absence Without Pay ... 26

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

ARTICLE XIV DRUG AND ALCOHOL TESTING **26**

Section 14.01 Drug and Alcohol Testing Policy *26*

Section 14.02 Employee Assistance Program Available *27*

ARTICLE XV MISCELLANEOUS **27**

Section 15.01 Attendance Policy *27*

Section 15.02 Discipline *28*

Section 15.03 Personnel Records *28*

Section 15.04 Work Attire *29*

Section 15.05 No Smoking *29*

Section 15.06 Tools and Instruments *29*

Section 15.07 Contracting *29*

Section 15.08 Safety *29*

Section 15.09 Education Benefits *29*

Section 15.10 Commercial Driver's License *30*

Section 15.11 Education Requirements for Certification *30*

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE **31**

Section 16.01 Informal Process *31*

Section 16.02 Formal Process *31*

APPENDIX A – 2025 CLASSIFICATION & WAGE TABLE **34**

APPENDIX A – 2026 CLASSIFICATION & WAGE TABLE **35**

APPENDIX A – 2026 CLASSIFICATION & WAGE TABLE **36**

APPENDIX A – 2027 CLASSIFICATION & WAGE TABLE **37**

APPENDIX A –2025-2027 WAGES FOR SEASONAL/TEMPORARY LABORERS **38**

EXHIBIT 'A' - REQUEST TO EXTEND TEMPORARY EMPLOYMENT **39**

EXHIBIT 'B' - MEMORANDUMS OF UNDERSTANDING / MEMORANDUMS OF AGREEMENT IN EFFECT AS OF 2025 ..... **40**

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

ARTICLE I PREAMBLE

This agreement is entered into by and between the City of Richland, hereinafter referred to as City, and the International Union of Operating Engineers Local 280, hereinafter referred to as Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, benefits and other terms and conditions of employment.

ARTICLE II RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and part-time employees employed within the bargaining unit and job classifications listed in this Agreement. The classifications recognized as bargaining unit positions covered by this agreement shall be listed with pay rates in Appendix A of this agreement.

Section 2.01 Unit Description

For the purposes of this Agreement regular full-time employees shall mean employees occupying budgeted positions, working a regular schedule of two thousand eighty (2080) hours in a calendar year in classifications listed in Appendix A of the Agreement.

Section 2.02 Temporary and Limited Term Employment

A. Temporary

The City may employ temporary employees to assist with seasonal work, unusually high workloads, and temporary job vacancies due to injuries, illnesses, and other extenuating circumstances. A temporary employee will not be employed more than eight (8) months (approximately one thousand three hundred and eighty-five [1385] hours) in a calendar year or consecutively for more than eight (8) months (approximately 1385 hours) without an approved Request to Extend Temporary Employment (see Exhibit 'A').

Temporary employees shall be provided statutory benefits. Additionally, such employees are eligible for the City's Paid Sick Leave Policy and Holiday Pay as specified in Section 13.04.

Temporary employees are not covered by the provisions of this Agreement unless stated specifically in writing and are not subject to any conditions or benefits provided for in this Agreement including, but not limited to, access to the grievance procedure.

B. Limited Term

When the City has a need to extend temporary employment beyond eight (8) months, the temporary employee will be re-categorized as a limited term employee. A limited term employee is defined as a temporary employee whose tenure is greater than eight (8)

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

months but no longer than twenty-four (24) months. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time job openings.

Limited term employees shall be subject to statutory benefits. Additionally, such employees are eligible for the City's Paid Sick Leave Policy and Holiday Pay as specified in Section 13.04.

Limited term employees are not covered by the provisions of this Agreement unless stated specifically in writing and are not subject to any conditions or benefits provided for in this Agreement including, but not limited to, access to the grievance procedure.

Section 2.03 Communications and Notices

Any notices to be given hereunder by either party to the other, including formal written grievances, shall be effected in writing either by personal delivery or by first class mail as follows:

To the City	To the Union
Human Resources 625 Swift Blvd., MS-12 Richland, Washington 99352	Business Representative Post Office Box 807 Richland, Washington 99352

ARTICLE III TERM AND RENEWAL

This Agreement shall be for a term of three (3) years commencing January 1, 2025 and ending December 31, 2027.

The City and the Union agree to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than June 30, 2027, unless mutually agreed.

ARTICLE IV SCOPE AND PREVAILING RIGHTS

Section 4.01 Basic Agreement

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Section 4.02 No Discrimination

The City and Union understand that state and federal law prohibit discrimination, and shall abide by and support Richland Municipal Code section 2.28.105 related to Equal Opportunity Employment.

The City and Union also agree not to discriminate against any employee because of membership or non-membership in the union.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 4.03 Management Rights Reserved

Any and all rights concerned with the management, authority and operation of the City are exclusively that of the City and remain exclusively vested in the City except as modified by the expressed provisions of this Agreement. Examples of these rights include:

a) To plan, direct, control and determine the operations and services to be performed by employees of the City;
b) To determine the methods, means, number of personnel needed to carry out the aforementioned operations and services;
c) To hire, transfer and promote including determination of qualifications, and development of job descriptions;
d) To discipline and discharge regular full-time employees for just cause;
e) To discipline and discharge probationary employees for any lawful reason;
f) To enforce code of conduct;
g) To determine standards for employee performance and conduct;
h) To evaluate employees including use of or modification of performance appraisal programs;
i) To provide coaching of employees in the proper use of equipment and performance of job responsibilities which may include supervisory training in the operation of equipment or other tools;
j) To take all actions necessary to carry out the mission of the City in emergencies. An emergency means any unanticipated event threatening the health or safety of the City's employees or the public, or to mitigate the imminent potential for property damage when IUOE resources are not immediately available.

Except as provided in this Article or elsewhere in this Agreement, the City acknowledges its obligation to bargain with the Union over the effects and impacts of Management decisions that affect wages, hours and/or working conditions, upon written request of the Union.

ARTICLE V UNION MEMBERSHIP AND SECURITY

Section 5.01 Union Membership

Employees shall have the right to join or not join the Union. Employees have the right to pay fees or not pay fees to the Union.

All employees of the City within the classifications covered by this Agreement may choose to share in the cost of maintaining and operating the Union as their collective bargaining agent, in accordance with its rules, and become members or agency fee payers. The foregoing provisions shall not be construed as denying the City the right to select its employees regardless of whether such employees are members of the Union. It is the intent of the parties that new employees may choose to become members of the Union or agency fee payers.

Section 5.02 Deduction of Union Dues

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues monthly for employees who have voluntarily signed such written authorization. The amounts to be deducted for Union dues shall be certified to the City by the appropriate Union official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City will submit

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

a monthly accounting of such deduction giving the amount deducted opposite the employee's name.

The Union agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions and other forms of liability, monetary or otherwise, arising from the application and enforcement of this section.

Section 5.03 Union Stewards

The City recognizes the right of the Union to designate eleven (11) stewards from among the employees covered by this Agreement. In addition to a Chief Steward, one (1) job steward may be designated from each of the following areas: 1) Solid Waste Collection; 2) Solid Waste Disposal; 3) Water Maintenance; 4) Waste Water Maintenance; 5) Equipment Maintenance/Warehouse; 6) Water Operations; 7) Waste Water Operations; 8) Parks and Facilities; 9) Streets; and 10) Meter Reading.

In addition to the grievance procedure, it is understood that a bargaining unit employee may request the presence of a union representative during a City-employee conference when one or more of the following apply: 1) as a part of an investigational interview or any meeting which could reasonably be expected to lead to or involve disciplinary action against the employee; 2) when in the best interest of all involved as determined by the supervisor; and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

Section 5.04 Union Release Time

After receiving permission from their supervisor and notifying supervisor of the employee to be visited, union Stewards may visit the work locations of employees covered by this Agreement for the purpose of investigating any grievance.

All union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other union activity during work hours. Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than provided herein. This prohibition shall extend to all City-owned equipment and facilities including mail distribution systems, voice and electronic mail, personal computers, computer software and copying machines.

The steward or employee involved in investigating a grievance during the employee's regular working hours shall not lose pay for reasonable time, as determined by the employee's non-union supervisor. International Union representatives may participate as deemed necessary by the Union. Additional non-City union representatives may participate in grievance meetings with prior notice to the Human Resources Director.

The City agrees to pay a total of fifty (50) hours to each employee sitting on the Union negotiating team while they are on duty and engaged in face-to-face labor agreement negotiations with the City. No more than four (4) employees shall sit on the Union negotiating team.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 5.05 Union Visits

The designated business agent and/or other union representatives will be allowed access and visitation rights to City property and facilities provided advance notification of such visit is given to the appropriate supervisor and the visitation will not disrupt the workplace nor interfere with productivity.

Any employee called away from his work station (including Union stewards) to confer with the Union Business Representative must do so on non-City paid time and remain in such an unpaid status for the duration of the interview. Permission for an employee to leave their work station must be received in advance from the supervisor.

The Union agrees to indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

Section 5.06 Bulletin Boards

The City agrees to maintain a bulletin board during the term of this Agreement. Space on the bulletin board will be made available to the Union. Postings by the Union on such board are to be confined to official business of the Union, and must be initialed by a union steward prior to posting.

Section 5.07 Professional Standards

In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

ARTICLE VI SAVINGS CLAUSE

Section 6.01 State and Federal Obligations

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein. The City agrees that it will notify and meet with the union regarding any changes to this agreement.

Section 6.02 Court Actions

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 6.03 Binding

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed or altered in any way whatsoever except by provision of notice, and meeting and conferring prior to implementation of any changes. It is understood that this agreement is not binding on successors or assigns.

ARTICLE VII FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council and union membership.

The City Manager or designee is fully authorized to enter into Memorandums of Understanding (MOUs) and/or Memorandums of Agreement (MOAs) with the IUOE.

Non-conflicting prior practices shall continue without interruption as a prior practice until notice of discontinuation is provided. A prior practice shall be defined as a practice which has been 1) unequivocal; and 2) clearly enunciated and acted upon by both parties; and 3) readily ascertainable over a reasonable period of time as fixed and an established practice.

The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE VIII PERFORMANCE OF DUTY

The City and Union agree that public interest requires the effective and uninterrupted performance of public and emergency services. Nothing in this agreement shall be construed to give an employee the right to strike or refuse to pass through an official AFL/CIO sanctioned picket line associated with any City services. With respect to other official AFL/CIO sanctioned picket lines, employees shall be required to pass through when health, safety or emergency issues exist, or when a qualified supervisor is not available to perform the work.

No employee shall strike or refuse to perform their duties to the best of their ability during the term of this agreement. Neither the Union nor any of its members shall cause, encourage, or participate in any strike, picketing, slowdowns, sick outs, walkouts, or any other work stoppage or interference with the City's services or operations.

ARTICLE IX PROBATIONARY PERIOD, SENIORITY, PROMOTIONS AND TRANSFERS, LAYOFFS AND RECALLS

Section 9.01 Probationary Period

The first twelve (12) months of employment shall constitute a probationary period, during which time the seniority provisions of this Agreement will not apply. After satisfactory completion of the probationary period, all names must appear on a seniority list as of the first date of employment.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

An extension to the twelve (12) month probationary period will be required when an employee is promoted or transferred prior to his/her successful completion of a twelve (12) month probationary period. In this case, the promoted or transferred employee shall complete six (6) months of probation in the new classification (refer to Section 9.03 Promotion and Transfers).

Supervisors shall be responsible for meeting with the probationary employee and conducting written performance evaluations following the sixth (6th) month and twelfth (12th) month, or more often if needed. Upon successful completion of probation, the employee shall be considered "regular full-time".

Section 9.02 Seniority

Seniority shall for the purpose of this Agreement be defined as an employee's length of continuous regular, full-time service since their last date of hire, less any adjustments due to layoff or any other breaks in service, excluding approved absences associated with medical or disability of the employee or qualified family member, or other lawfully protected absences. Seniority within the Division will be as of the first day of regular employment in the Division.

A. Seniority List Divisions

Water (Water Operations and Water Maintenance; includes Meter Service Worker)
Waste Water (Waste Water Operations/Waste Water Maintenance/Storm Water Maintenance)
Equipment Maintenance
Parks and Facilities
Street Maintenance
Warehouse
Solid Waste (Solid Waste Collection and Solid Waste Disposal)
Meter Reader

Seniority lists for Divisions listed above shall be updated by Human Resources and reviewed by IUOE stewards annually. The lists shall show relative position based upon:

1) Continuous service within the Division.
2) In the event of a tie on one (1) above, length of service within the classification shall determine position on the list.
3) In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority lists.

B. Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee: 1) quits or; 2) is discharged for just cause; or 3) is absent for three (3) consecutive work days without notifying the City providing that the employee was able to do so; or 4) is laid off and fails to report within seven (7) calendar days after having been recalled by certified mail sent to last known address on record; or 5) fails to report for work within one (1) work day after termination of an authorized leave of absence; or 6) is laid off in excess of two (2) years; or 7) retires.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 9.03 Promotions and Transfers

All qualified, regular full-time City employees covered by this Agreement may apply for job vacancies for the classifications listed in Appendix A of this Agreement. The City shall internally post each job vacancy and provide qualified, regular full-time City employees covered by this Agreement first consideration over all other City employees and non-employees. Provided, the seeking of qualified applicants by posting vacancies inside and outside the City shall not be considered a violation of this agreement.

Probationary employees are not considered regular full-time employees until successfully completing a twelve (12) month probationary period; however, probationary employees are eligible to apply for promotions and/or transfers upon completion of at least six (6) months of the probationary period, unless the promotional opportunity exists within the same department the employee works within. An employee who is promoted or transferred prior to completion of a twelve (12) month probationary period, must successfully complete at least six (6) months of probation in the new position before becoming a regular full-time employee.

Applicants must meet the minimum qualifications for the posted job classification in order to participate in the examination process. Actual job performance, knowledge, skills, abilities, training and experience shall be considered in any examination used to determine qualifications and fitness of candidates. If the qualifications and fitness of the applicants covered by this Agreement are relatively equal, the following factors shall be considered respectively:

1) Length of continuous service within the Division (see Section 9.02 Seniority).
2) Length of continuous service within the IUOE bargaining unit.

It is understood by the parties hereto that if examinations are utilized, they will be given to all those applying for the position.

After complying with the provisions as stated above and a vacancy still exists, first consideration will be given to part-time, probationary and temporary employees who have successfully completed at least one season of employment with the City, or who receive the recommendation of their supervisor. This is not a guarantee of an offer of regular employment, and the City reserves the right to open up the application process to all other City employees and non-employees at the same time.

When an employee is promoted into a higher classification, the employee shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a seventy-five dollar ($75.00) per month increase over the employee's base rate, but in no case will it exceed the top step of the higher classification.

When an employee is transferred to another classification, the employee shall receive the same compensation unless a higher step is required to avoid a reduction in the employee’s base rate of pay. However, in no case will the employee’s base rate exceed the top step of the new classification.

When an employee has been transferred or promoted into any position in which the employee has had limited experience, the employee shall be given a thirty (30) calendar day training period.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Immediately following the transfer or promotion, the employee and supervisor shall review a written summary of anticipated job duties and expectations (standards) for performance.

On or about two (2) weeks into the training period, the supervisor will meet with the employee to review and discuss the employee's Training Period Performance Review. In addition, the supervisor and employee will discuss job duties and expectations as outlined at the time of the promotion or transfer, and whether training has been adequate for the employee to learn the specific job duties encountered during the first two (2) weeks of training.

If within five (5) days before the end of the training period it is determined that the employee will not be successful in the new position based on two (2) Training Period Performance Reviews, the employee will be returned to his/her previous position. A probationary employee is not guaranteed a return to his/her previous position. If it is determined by the City that an extension of the training period is necessary to afford the promoted or transferred employee exposure to other aspects of the work as specified in the original written duties and expectations, the employee shall be notified within the time frame noted above.

It is understood that the City will not fill the vacated position with a regular full-time employee while the promoted or transferred employee is undergoing his/her training period. The vacated position may be filled temporarily by an upgrade, or a provisional appointment may be made. At such time as the employee has completed a successful training period, the vacant position may be filled in accordance with this section.

The promoted or transferred employee shall retain seniority in his/her previous seniority group until such date that a final decision is reached on successful completion of the training period.

Section 9.04 Layoffs and Recalls

When by reason of lack of work, budgetary consideration, or any other reason, it is necessary to lay off employee(s) in a given job classification within a Division, the employee with the least seniority in the classification within the Division shall be dispositioned first.

Employees being dispositioned may choose to transfer (bump) to a lower or equal paying bargaining unit classification provided:

1) The employee has more seniority in the bargaining unit than the incumbent.
2) Employee meets the current minimum job requirements of the classification.
3) The employee has previously worked in that classification or a higher level in the classification series within a Division (e.g., Maintenance Craftsworker I and Maintenance Craftsworker II; Utility Craftsworker and General Craftsworker, etc.) at an effective performance level which will be determined by a review of employee's official personnel record by Human Resources.

Employees laid off will retain recall rights for a two (2) year period; however, prior to using the recall list, each job opening will be posted to regular full-time IUOE employees first. If there are no qualified candidates, the recall list will be used.

Employees laid off shall be recalled in the reverse order to that of the layoff. Employees recalled

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

and reinstated will retain established bargaining unit seniority for the purpose of PTO accrual and other seniority related provisions of this agreement. Accrued Grandfathered Sick Leave at the time of layoff will be credited to the employee at the time of recall/reinstatement.

ARTICLE X HOURS OF WORK AND WORKING SCHEDULES

This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing unless expressly contained within this Agreement, shall prevent the City from restructuring the normal workday or workweek for the purposes of promoting the efficiency of municipal government.

Section 10.01 Work Day

Eight (8) to twelve (12) hour days may be considered standard work shifts for bargaining unit personnel. Division managers shall have full authority in establishing appropriate workweeks, work days and work shifts. Employees will report for work on time and ready to begin work at the designated starting time.

The workday shall be defined as commencing at the start of an employee's regular shift and shall end at the start of the employee's next regularly scheduled shift. This shall not apply to Plant Operators who work a non-traditional work schedule.

Section 10.02 Work Week

Forty (40) hours shall constitute the normal workweek for all regular full-time employees. The work week shall commence Sunday midnight of the current week and end midnight the following Sunday.

Section 10.03 Rest Periods

Employees shall be allowed fifteen (15) minutes of break time for each one-half (1/2) shift.

Section 10.04 Work Shift

The normal work shift shall start at 7:00 a.m. and continue until 3:30 p.m., unless modified to accommodate a nine (9) to twelve (12) hour shift or modified by other provisions of this Agreement.

Employees will be allowed a ten (10) minute clean-up time prior to the end of their work shift, to the extent ten (10) minutes are needed to clean up.

Employees shall travel from shop to shop on City time and shall report at the shop headquarters in which they are regularly employed in time to begin work promptly at the designated starting time.

It is recognized that at times emergency conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area or relieved from duty per Section 10.07 and authorized to utilize available paid time off for subsequent whole day instances. The intent of this provision is to reaffirm the willingness of the City and Union to emergency conditions may provide a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

regardless of the emergent conditions.

Where possible, employees will be provided at least seven (7) calendar day notice of shift changes that will be in excess of one (1) week in duration. Individual employee(s) affected by such changes and the division steward will be notified. Temporary shift changes will be with at least a twenty-four (24) hour notice, or less if mutually agreed upon by the employee and supervisor, with notification to the Chief Steward, except in cases of natural or civil disaster, or inclement weather compromising the safe performance of assigned work. Such conditions may result in delayed start, shift change, or work cancellations as determined by the Department Director (communicated by Supervisor or designee), as long as notice is provided before the start of the employee's regular shift.

Section 10.05 Meal Periods

The City retains the right to manage breaks and meal periods within State and Federal rules and regulations except that a break shall be defined as fifteen (15) minutes in accordance with Section 10.03.

The total amount of unpaid time to be allowed for the lunch period shall be one-half (1/2) hour, between 11:00 a.m. and 1:00 p.m. Employees will be allowed up to a ten (10) minute clean-up time prior to the start of their meal period. Meal periods shall normally be taken in the field for employees who normally work in the field. If a restroom is not available at the job site then employees may drive to the nearest public restroom available. Driving time to a public restroom is included in the ten (10) minutes of clean-up time allocated. Breaks and meal periods will not be combined nor stacked at the end of a shift. The one-half (1/2) hour may be changed to one (1) hour by agreement between the City and the Union.

If an employee works through his or her designated lunch period at the direction of his or her supervisor, a one-half (1/2) hour lunch period will be paid at straight time if the employee commences lunch at 12:45 p.m. or later.

Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.

Lunchtime for irregular shifts shall normally be at mid-shift.

Section 10.06 Call Outs

A voluntary call out list will be established for each operating division as required. The list will be established for a seven (7) day period, which may fluctuate during weeks in which holidays occur.

Employees who volunteer will be called out in seniority order. Subsequent call outs will commence with the next employee listed after the employee who reported for the previous call out assignment.

Employees who volunteer will be expected to report when called out. However, should an employee be unable to report and the list is exhausted, the least senior qualified employee is required to respond to such call out.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

The right of the City to require such call out work is expressly affirmed by the Union.

Section 10.07 Relief From Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action.

ARTICLE XI WAGES, SHIFT DIFFERENTIALS, STANDBY, OVERTIME AND PAYDAY

Section 11.01 Wages

All employees covered by this Agreement and on the payroll as of the effective date of this agreement shall receive wages per Appendix 'A' attached hereto. Time worked and/or paid, and benefits accrued, will be in increments of tenths of hours (each tenth equaling six [6] minutes). Regular full-time employees shall be eligible for progression based on the recommendation of his or her supervisor (which may be based on performance appraisals, discipline, etc.). Progression through the range shall be in six (6) month intervals, subject to satisfactory performance. Withholding of progression shall only occur when supporting documentation of unsatisfactory performance is in a performance appraisal or disciplinary action. All such increases shall take effect at the first of the pay period following the six (6) month interval.

Section 11.02 Shift Differentials

All employees, except plant operators, who commence their shift on or after 12:00 p.m. and before 2:00 p.m., shall receive an additional fifty cents ($.50) per hour for all hours worked on that shift after 2:00 p.m. This rate shall be increased to seventy-five cents ($.75) per hour when the shift commences on or after 10:30 p.m. and before 5:00 a.m. Shift differential shall not be applied to call out hours worked.

a) Shift differentials for Plant Operators are included in the wage associated with that classification.
b) Shift differentials are not applicable when Public Works employees are engaged in snow and ice control and removal, as described in Section 11.04(e).

Section 11.03 Temporary Work In A Higher Classification (Acting Pay)

A qualified employee placed on a temporary assignment to a higher classification shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a sixty dollar ($60.00) per month increase over the employee's base rate, but in no case will it exceed the top of the higher classification scale. Such compensation will be made on an hourly basis for actual hours worked in the higher classification.

Criteria for selection of a qualified employee shall be made as follows:

1) Upgrades will be on a rotational basis among qualified employees beginning with the most senior employee.
2) In order to maintain the upgrade, the employee must demonstrate satisfactory performance in the upgrade position.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

3) The employee may be removed from the upgrade if performance is unsatisfactory. The employee will be given reason(s) for unsatisfactory performance.
4) Employees may refuse an upgrade.
5) If all qualified employees refuse the upgrade, the least senior qualified employee will be upgraded.

An employee who works one thousand forty (1040) cumulative hours in an upgrade position is eligible for a within range increase in the upgrade position. The employee's supervisor shall be responsible for maintaining records of cumulative hours in upgraded positions, and such information shall be available to the employee upon request.

Section 11.04 Overtime

Authorized work performed by employees, which exceeds the standard work schedules may be compensated as set forth in "A" and "B" below. Overtime pay shall be calculated on the base rate of the position in which the authorized overtime was worked. Overtime worked is recorded in increments of tenths of hours (each tenth equaling six [6] minutes). All overtime shall be paid in the form of dollars and cents only. An employee may request compensatory time in lieu of overtime pay.

A. Time and one-half (1-1/2) will be paid for:

1) Hours worked on the first scheduled day of rest;
2) Hours in excess of the regularly scheduled full time work shift.

B. Double time will be paid for:

1) Hours worked on a holiday;
2) Hours worked on the second scheduled day of rest;
3) Call-out hours during the period commencing at 12:00 midnight and ending at 7:00 a.m. or the beginning of the regular work shift, whichever is earlier;
4) Cumulative hours worked in excess of twelve (12) in any single workday; and until six (6) hours of rest.

C. Employees assigned to work schedules which provide for consecutive days of rest in excess of two days shall be compensated as follows:

1) Time and a half for all hours worked on the first day of rest.
2) Double time for all hours worked on the second day of rest.

D. For overtime worked on subsequent days of rest, compensation shall be as follows:

1) If the overtime worked is the first occasion during the rest day period, compensation shall be at time and a half.
2) If the overtime worked is on the second or subsequent consecutive days after the first occasion of overtime work, compensation shall be at double time.
3) If a break in work schedule occurs, the cycle shall commence accordingly as a first day of rest.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

E. Overtime worked by Public Works employees assigned to snow and ice control and removal on the driving surfaces of public streets shall be at the overtime rate of 1.75 times the employee's base rate of pay. This higher overtime rate combines both overtime and shift differential pay. This provision supersedes Sections 11.04 (A-D), above.

F. Compensatory time off in lieu of pay for overtime shall be subject to the following conditions:

1) An employee must declare their option at the completion of the overtime work period whether they want overtime pay or comp time for the hours worked.
2) Comp time will be provided at the rate earned, as specified in Section 11.04 of this Article.
3) An employee may accumulate a maximum of forty (40) hours of comp time on the books at any one time (all hours in excess will be paid).
4) Compensatory time off may be taken at a time mutually agreeable between the employee and their supervisor.
5) The City reserves the right to pay off the accumulated compensatory time of any employee, at any time, at the employee's then prevailing rate.
6) An employee may elect to cash out up to forty (40) hours of accrued unused comp time one time per year. Any employee desiring to cash out up to forty (40) hours of accrued unused comp time must notify payroll of their intent, in writing, by October 20th each year. The written notification will indicate the number of hours the employee wishes to cash out.
7) In no event will unused compensatory time be carried over into the next year; all compensatory time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City).

Section 11.05 Call-out Pay

Upon acceptance of the call-out assignment, pay for call-out time shall not be less than the equivalent of four (4) hours pay at straight time rate, unless such call-out time extends into the employee's regular scheduled shift, in which case pay shall be only for the period of time between the beginning of the call-out work and the beginning of the shift. Call-out pay shall begin at the time the employee accepts the call-out. A thirty (30) minute response time is required for call-outs.

The guarantee of a minimum of four (4) hours pay at straight time shall apply only to a two and one-half (2-1/2) hour period initiated by a call-out, regardless of how many subsequent call-outs may occur during that two and one-half (2-1/2) hour period.

A subsequent two and one-half (2-1/2) hour period initiated by a call-out. a) Occurring after completion of work and return home from a previous call-out and b) occurring after elapse of the previous two and one-half (2-1/2) hour period initiated by the first call-out, will be granted an additional guarantee of four (4) hours straight time pay regardless of how many call-outs are made during that two and one-half (2-1/2) hour period.

This procedure is repeated as necessary. After 12:00 midnight the two and one-half (2 1/2) hours referenced will become a two (2) hour period.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 11.06 Scheduled Overtime

Scheduled overtime shall be offered to senior qualified employee(s) on a rotational basis and is not subject to the four (4) hour call-out provision outlined in Section 11.05, nor is an employee eligible for meals provided for in Section 10.05 of this Agreement. However, an employee shall work and be paid, at the appropriate overtime rate, for a minimum of four (4) hours for any overtime scheduled on a day of rest.

Refusal of scheduled overtime shall be charged as overtime hours worked for record keeping purposes.

The City will provide notice to affected employees no less than twelve (12) hours in advance of such scheduled overtime, except in cases of emergency.

Section 11.07 Shift Extension Overtime

Overtime, which is the extension of a shift at its end, is not to be treated as call-out or scheduled overtime but rather paid pursuant to the provisions of Article 11.0. An extension of the beginning of a shift shall not be treated as a call-out and paid accordingly.

Section 11.08 Required Overtime

In the event qualified employees do not volunteer to perform required overtime, least senior qualified employees will be required by the City to perform such required overtime work. The right of the City to require such overtime work is expressly affirmed by the Union.

Section 11.09 Meal Allowance

An employee shall be allowed a meal when 1) he or she has been called out and works a minimum of three (3) hours or; 2) he or she is called out and the call-out extends into the employees regularly scheduled shift, or; 3) his or her shift is extended a minimum of two (2) hours.

The time allowed for meals shall be non-compensable. The meal period shall be on City time in all circumstances when the employee is required to remain on duty during the meal period. Meal allowances will be paid in accordance with the City's Travel Policy per diem schedule in effect on the date of the meal. The City's per diem schedule will be updated as the General Services Administration (GSA) establishes new rates. Employees shall pay directly for their meals eaten and are not required to submit meal receipts. Employees may choose a meal of greater or lesser value than the established per diem in effect, however, their meal allowance shall nonetheless equal the per diem meal rate.

The following meal periods will determine the appropriate meal allowance:

Meal	Meal Period		
Breakfast	12:01 a.m.	-	8:00 a.m.
Lunch	8:01 a.m.	-	4:00 p.m.
Dinner	4:01 p.m.	-	12:00 a.m.

The time the employee becomes entitled to a meal determines the per-diem rate to be used. If an employee, for example, is called out at 8:30 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 11:30 p.m. (three [3] hours after the call-out) at the dinner rate. However,

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

if an employee is called out at 10:00 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 1:00 a.m. at the breakfast rate.

An employee shall be entitled to a second meal in the event he/she works an additional four (4) hours, without being sent home, on overtime or on his/her normal shift after he/she was entitled to the first meal.

If an employee is unable to take their meal during the meal period occurring outside their regular work schedule, the employee shall still be entitled to the applicable per diem allowance as though the employee took a meal.

Section 11.10 Payday

Normally, the City will pay its employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any payday falls on a holiday, the preceding day shall become the payday.

ARTICLE XII INSURANCE AND BENEFITS

Section 12.01 Health and Life Insurance Benefits

The medical, dental, and vision benefit plan components shall remain unchanged for the duration of the Agreement. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

A. Medical Plan – Preferred Provider Organization

The City-sponsored Preferred Provider Organization (PPO) Plan ("Plan") provides medical coverage ("medical coverage" includes imbedded prescription coverage) and a separate PPO dental coverage for employees and their eligible dependents.

Employee Medical Premium Contributions by Tier	
Employee Only	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier)	12.0%

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

B. Prescription Plan

The City's health care package includes a prescription plan imbedded in the Medical plan (referred to as the Medical Plan).

C. Minimum medical and dental healthcare coverage – Essential Plan or Primary (PPO) Plan

When statutory benefits are required under federal healthcare initiatives for employees working thirty-five (35) or more hours per week (defined as "Regular, Full-time" under federal legislation), these employees shall be eligible for the Primary PPO and Dental plan benefits of regular, full-time employees. For temporary and other employees defined as eligible for healthcare benefits under federal healthcare initiatives, other than those

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

defined as regular, full-time, the City shall provide Essential Plan medical and dental eligibility. The City shall define the Essential Plan and the rates. The employee may opt out of employee and dependent coverage. The employee and the City each shall pay fifty percent (50%) of the employee and the child or children medical and/or dental premiums. The employee shall pay one hundred percent (100%) of the spouse premium, if elected.

D. Retiree Medical Insurance for employees employed as of December 31, 2012, and who did not opt out of Retiree Insurance eligibility
Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAPR1 ~~3~~ Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

E. Retiree benefits for regular full-time employees as of December 31, 2012 who chose to opt out of Retiree Insurance eligibility
Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain retiree benefits in lieu of Retiree Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out.

F. Dental Plan
The City's health care package includes a dental plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Dental PPO Plan, except for those enrolled in the Essential Plan (see Article 12, Section 12.01 [C], above).

G. Vision Plan
The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.

H. Flexible Spending Account – Section 125
Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program, to include medical expenditures and/or dependent care expenditures. The City will pay any administrative fees. The City may eliminate the medical plan component of this program if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.

I. Insurance Committee
The City may form an insurance advisory-only committee to explore consumerism, wellness, and healthcare cost mitigation measures during the term of this Agreement. If formed, the IUOE may designate members to participate on the Committee.

J. Life and Accidental Death & Dismemberment (AD&D) Insurance
The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay (rounded to nearest $1000), basic spouse and basic dependent life insurance as specified in plan documents, and coverage for

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.

K. Administration
The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management.

L. High Deductible Health Plan (HDHP)
The IUOE and the City shall allow employees to enroll in a HDHP if the City implements such a plan during the term of this Agreement, as an addition to the PPO plan offered to eligible employees. The HDHP may have a health savings or health reimbursement component.

Section 12.02 Deferred Compensation

A. Voluntary Program
In accordance with the limitations of federal law, regular full-time employees are eligible to voluntarily participate in a City Internal Revenue Code (IRC) section 457 Plan.

B. City Matching Program
For regular full-time employees, the City will match an employee's contribution of up to four percent (4%) of base pay into a City IRC 457 Plan.

The City will match an employee's contribution to a two-to-one match, up to four percent (4%). This match allows employees the opportunity to reduce their contributions to the IRC 457 plan to help offset increases in health insurance premium share. For example:

Employee	City	Total
0.5%	1.0%	1.5% of Base Pay
1.0%	2.0%	2.0% of Base Pay
1.5%	3.0%	4.5% of Base Pay
2.0%	4.0%	6.0% of Base Pay

Section 12.03 Health Reimbursement Arrangement (HRA) VEBA

The City has adopted a health reimbursement arrangement (HRA) plan, offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan") for all regular full-time IUOE employees. The City shall contribute $125.00 per month per eligible employee into the Plan.

Upon service retirement from the City, eligible employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the Plan (refer to Section 13.03 Grandfathered Sick Leave.)

Section 12.04 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 12.05 Optional Coverages

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that optional benefits may change or be discontinued at any time at the City's discretion.

ARTICLE XIII LEAVES

Section 13.01 Paid Time Off and Extended Sick Leave Program

Paid Time Off (PTO) is provided to regular full-time employees in lieu of Vacation and Sick Leave. In addition to PTO, an Extended Sick Leave (ESL) bank is created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following was eliminated: 1) vacation bonus day (eight (8) hours is included in the PTO accrual rate calculation); 2) floating holiday (eight (8) hours is included in the PTO accrual rate calculation); 3) doctor and dentist appointment leave (ten (10) hours is included in the PTO accrual rate calculation); and 4) bereavement leave.

A. Paid Time Off (PTO)

Regular full-time employees shall accrue PTO as follows:

1. Accrual and Use

PTO hours accrue based upon the actual number of regular hours worked, or other non-worked hours entitled to PTO accrual when defined in this Agreement.

Years of Continuous Service	Hours Per Month
0-9	20.17
10-15	22.17
16-20	24.17
20+	26.17

Temporary employees shall earn PTO pay at a rate of four (4) hours per month of service to be paid upon completion of the temporary assignment. This PTO shall be utilized to meet the statutory requirements of Paid State Sick Leave as described in Article 2, Section 2.01 (A).

Limited term employees shall accrue PTO at a rate of twelve (12) hours per month of service. Limited term employees shall be eligible for use of PTO upon approval of the supervisor and shall be eligible for payout of PTO upon separation.

Upon completion of six (6) months of employment, probationary employees shall be eligible for payout of PTO upon separation.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

2. Accumulation Limit
   Accumulation of PTO shall be limited to five hundred (500) hours. Employees will be responsible for ensuring that they do not exceed the limit by December 31st of each year. Any balances in excess of will be reduced to at that time.

3. Pro-ration
   Leave accrual for regular part-time employees is prorated based on scheduled hours.

4. Authorized Uses
   Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees may be compensated for utilizing leave which does not meet the below authorized uses, however, leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

   a. Scheduled
      Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) working days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) working day advance notice requirement. Obtaining prior approval constitutes scheduled leave.

   b. Unscheduled
      Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

      An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or, absent such a policy, no later than two (2) hours after the beginning of his/her scheduled work shift.

      Prior to submitting a timecard, an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses, except that an employee is not required to provide their supervisor with specific medical information regarding their own or a qualified family member's condition necessitating the absence(s).

      The employee must keep his or her division supervisor generally informed that their absence relates to a medical or other condition for themselves or a qualified family member, or that the absence is a result of a previously-approved FMLA case (as approved by Human Resources). If the absence is more than three (3) working days' duration, the employee may be required by Human Resources to submit a medical certification to Human Resources. The required certification may include a qualified healthcare provider's statement and/or certification and statement that the employee has been or will be unable to work for the period of absence of their own

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

or a qualified family member's condition.

If the absence is due to the employee's own condition, a certification by the treating healthcare provider may be required by Human Resources indicating the employee is cleared to return without need for any restrictions or job shift modification. If needed, Human Resources will work with the employee's supervisor to consider accommodating the healthcare provider's request for light duty or modified work hours/schedule in lieu of denying an employee's return to work.

Below are eligible unscheduled uses that do not constitute an attendance infraction:

i. Personal Sick
Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability, when such leave is authorized by policy and/or Human Resources as "excused".

ii. Work-Related Illness or Injury
After returning to work, employees must use scheduled PTO, when available, for follow-up medical appointments related to an industrial injury. Employees may elect to make up differences between state mandated benefits and regular pay as outlined in Section 13.05 Occupational Disability Allowance herein.

iii. Family Sick
Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work, or when other allowed absences occur, such as when providing assistance related to a domestic violence matter. Immediate family members include spouse; child or grandchild (natural, adopted, foster and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); and opposite-sex registered domestic partner. It does not include uncle, aunt, niece, nephew or cousin. Other additional family members may be qualified if required by law.

5. Annual Buy-Out
With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

1) The employee must have at least two hundred (200) hours of PTO remaining in his or her accumulation account after said buy-out;
2) The employee must have used at least forty (40) consecutive hours of scheduled PTO in the twelve (12) months preceding the effective date of buy-out. No other form of unpaid or paid time (holiday, comp time, etc.) shall qualify as part of this forty (40) consecutive PTO hour requirement.;
3) The minimum cash buy-out is twenty (20) hours and the maximum is eighty

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

(80) hours of PTO; limited to one (1) time per calendar year;

4) Employees may buy out an additional twenty (20) to eighty (80) hours of PTO for purposes of funding the 457 Deferred Compensation plan; limited to one (1) time per calendar year;
5) Approval of the buy-out is discretionary on the part of the employee's Department Director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
6) Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
7) Employees are responsible for understanding the tax implications of such a buy-out.

6. Pay-Off Upon Termination

Except for employees serving their initial probationary period, or as otherwise provided for in this Agreement, accumulated PTO up to the accumulation limit of five hundred (500) hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

7. Donation and Transfer

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated PTO when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving two hundred forty (240) hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue any other leaves while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

Human Resources is responsible for processing and approving the request and forwarding for organizational wide notification and distribution.

City employees may donate PTO leave to other employees under the following conditions:

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

1) A PTO balance of at least two hundred (200) hours is maintained after the transfer, and, employees may not donate more than one hundred (100) hours per year of their PTO balance.
2) PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns ten dollars ($10.00) per hour base. The donating employee earns twenty dollars ($20.00) per hour, and wishes to transfer ten (10) hours. As a result, two hundred dollars ($200) worth of leave is transferred. The requesting employee will be credited with twenty (20) hours ($200 divided by $10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all donations have been exhausted.

Section 13.02 Extended Sick Leave (ESL)

The purpose of ESL is to compensate regular full-time employees for long-term illness/injury or for grieving and bereavement of a family member.

A. Full-Time Accrual Rate
Effective December 19, 2012, ESL will accumulate at a rate of four (4) hours per month. Regular full-time employees will be credited with forty-eight (48) hours of ESL upon successful completion of probation.

B. Accumulation Limit
There is six hundred (600) hour limit of ESL that an employee can accrue.

C. Proration
Leave accrual limits for part-time employees are prorated based on scheduled hours.

D. Authorized Uses
ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); opposite- sex registered domestic partner. It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous regularly scheduled working hours. It may be used retroactively if the condition persists for over eighty (80) regular work hours and Paid Leave was originally requested.

With the Human Resources Director's approval, an employee returning to work from a serious illness/injury may be eligible to use ESL on an intermittent basis to continue treatment/rehabilitation.

ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

defined above) per occurrence. Additional time off may be requested using PTO.

E. Pay-off Upon Termination
There will be no cash out available for ESL upon termination or retirement.

F. Donation of ESL
ESL cannot be donated.

Section 13.03 Treatment of Grandfathered Sick Leave

All existing sick leave accumulated prior to the first payroll period of 2009 (December 22, 2008) is considered "grandfathered". Authorized uses include only scheduled preventative health and dental appointments, unscheduled personal/family illness, or long-term illness or injury. Upon service related retirement, employees shall contribute all unused Grandfathered Sick Leave to the HRA VEBA plan as follows:

Less than 500 unused hours	-	25% of total hours
500-999 unused hours	-	30% of total hours (not to exceed $7,500)
1000 unused hours or more	-	35% of total hours (not to exceed $10,000)

Section 13.04 Holidays

Ten (10) guaranteed holidays with pay shall be as follows:

New Year's Day (January 1);
President's Day (Third Monday of February);
Memorial Day (Last Monday in May);
Independence Day (July 4);
Labor Day (First Monday in September);
Veterans Day (November 11);
Thanksgiving Day (Fourth Thursday in November);
Day after Thanksgiving;
Christmas Eve (December 24);
Christmas Day (December 25).

Any additional holidays declared by the city council shall apply to members of the bargaining unit.

Each holiday listed above shall be within a single twenty-four (24) hour period commencing at 12:01 a.m. (midnight) on the calendar day on which the City observes the holiday and shall end at 12:00 midnight on that same calendar day. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls within an employee's vacation (scheduled PTO) period, the holiday shall extend the vacation (scheduled PTO) period.

All personnel employed temporarily, including Limited Term employees, by the City for work on a full-time basis shall receive pay for all regularly paid holidays provided the holiday falls on the employee's tour of duty.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Employees not scheduled to work on a holiday shall receive eight (8) hours of holiday pay at the regular straight base rate of pay.

Employees scheduled to work a City recognized holiday and who works in excess of five (5) hours will be paid a minimum of eight (8) hours pay at a rate of time and one-half (1½).

Employees working a holiday shall be paid double (2) time for all hours worked on the holiday, plus eight (8) hours holiday pay at straight time.

Holiday Scheduling: Rotational selection by seniority, rotate until all holidays scheduled for Solid Waste.

Holidays will be observed for Water Operations and Waste Water Operations (Plant Operators Only) on the actual holiday and Plant Operators will be compensated in accordance with the parties' Memorandum of Understanding from June 2007.

Section 13.05 Occupational Disability Allowances

In the case of any disability which is covered by State Industrial Insurance or Worker's Compensation, the City will pay to such disabled employee an occupational disability allowance equal to one hundred percent (100%) of the employee's regular straight-time wages for the first forty (40) regularly scheduled hours of inability to work due to a covered disability. The City will continue to pay eighty percent (80%) of the employee's regular straight-time wages for an additional maximum period of three hundred and sixty-five (365) continuous calendar days from the date of injury (combining the first forty [40] hours at 100% and the remaining calendar days at 80%).

Light duty assignments during the initial 365 from the date of injury do not extend the 365-day entitlement to Occupational Disability pay. Time worked in light duty assignments is paid at the employee's regular wage. Additionally, light duty assignments may extend past the initial 365 days, as determined by the treating healthcare provider, the City and the Worker's Compensation administrator.

Cumulative PTO, Grandfather Sick or ESL may be used to make up the difference between eighty percent (80%) of the regular straight-time wages and one hundred percent (100%) base salary at the employee's option. At no time will the 100% or 80% wages be less than the net mandated time loss compensation as indicated under the RCW Title 51, Industrial Insurance.

All applicable payroll deductions, voluntary or otherwise, will be subtracted from the allowance which exceeds RCW Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

Section 13.06 Leave to Attend Funerals of City Employees

Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 13.07 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

Section 13.08 Military Leave

Employees shall be subject to the City's policy regarding Military Leave, ensuring State and Federal military leave laws and entitlements are followed.

Section 13.09 Family and Medical Leave

Employees shall be subject to the City's policy regarding Family and Medical Leave, ensuring State and Federal leave laws and entitlements are followed.

Section 13.10 Leave of Absence Without Pay

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved, the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave, the employee must have exhausted all the employee's PTO and ESL leave. During such leave, the employee will not accrue PTO or ESL leave or any other benefits, and the employee's seniority will be frozen.

Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

An employee appointed or elected to office in the Union which requires a part or all of the employee's time shall not lose his/her established seniority with the City and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

ARTICLE XIV DRUG AND ALCOHOL TESTING

Section 14.01 Drug and Alcohol Testing Policy

Bargaining unit employees that hold a CDL shall be subject to the City's Substance-Free Workplace Policy for Employees Occupying Safety-Sensitive Positions (DOT). All other bargaining unit employees shall be subject to the Substance-Free Workplace Policy (Non-DOT).

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 14.02 Employee Assistance Program Available

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee, who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

ARTICLE XV MISCELLANEOUS

Section 15.01 Attendance Policy

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this policy is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this agreement.

A. Absenteeism

Absences from work may be scheduled or unscheduled; both scheduled and unscheduled absences may be authorized and not subject to discipline.

Employees may be subject to disciplinary action for unscheduled absences, except when they are associated with medical, FMLA, military leave, or other protected leave as approved by Human Resources. Additionally, unscheduled absences may be subject to disciplinary action when the sick leave is taken for reasons other than those allowed by policy, or other than reasons approved by Human Resources, or when the employee fails to comply with required notification or documentation procedures of department, division or City policy or Human Resources procedures.

Employees may be subject to disciplinary action for habitual absences, including when the employee is excessively absent from work on an unscheduled basis without an authorized reason. Employees may not incur more than eight instances of full or partial day unscheduled/unprotected absences in a rolling 12-month period for the purpose of initiating disciplinary action. Unscheduled use of PTO or leave without pay on days connected to scheduled PTO or holidays which substantiate a pattern of abuse (may be less than eight (8) total unscheduled days).

B. Progressive Steps of Discipline

1. Action Step 1

If an employee exceeds any of the thresholds, the immediate supervisor will review the attendance record with Human Resources to determine that an employee has a problem with use of unscheduled PTO or other time off. Should that problem exist, the supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. The meeting may constitute a verbal warning.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

2. Action Step 2
   Should the unscheduled attendance problem continue, the Supervisor may initiate actions of progressive discipline in accordance with acceptable standards of reasonable judgment as established by the parties in the City's Progressive Discipline Policy.

   In lieu of a suspension, the employee's manager or supervisor may substitute a one (1) pay period reduction in hourly pay equal to the suspension, or a combination of both suspension and pay reduction. For example, an employee who earns $20.00 per hour is subject to a one (1) day suspension. In lieu, the manager or supervisor may temporarily reduce the employee's hourly rate of pay from $20.00 to $18.00 for one (1) pay period.

Section 15.02 Discipline

Probationary employees, as defined in Section 9.01 of this Agreement, are subject to discipline or discharge with or without cause and said discipline or discharge shall not be subject to the grievance procedure.

Regular full-time employees will be disciplined using methods of progressive discipline in the form of verbal and/or written warnings, suspension and discharge for just cause.
Verbal warnings shall not be considered a subject of a grievance.

Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

Copies of written reprimands and suspension will be provided to the employee, the Union and will become a part of the employee's personnel file.

In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

Section 15.03 Personnel Records

Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

Written warnings shall not be used for escalation of discipline after eighteen (18) months if there is no further related disciplinary action taken.

Disciplinary suspensions shall not be used for escalation of discipline after thirty-six (36) months if there is no further related disciplinary action taken.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Section 15.04 Work Attire

The City will not require uniforms during the term of this Agreement. However, employees will wear clothing appropriate to their work. This shall include clothing that meets safety and reasonable appearance standards of the City. Note: Examples of inappropriate attire include cutoffs, tennis shoes, sandals, indiscreet lettering on shirts/jackets, tank tops, ragged clothes, etc.

Rain gear shall be made available from a central pool per employee's request.

Employees working in the Streets division will be provided with an annual boot allowance of $250.00.

Section 15.05 No Smoking

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

Section 15.06 Tools and Instruments

The City will provide all tools and instruments for all full-time employees. Part-time and temporary employees may be required to provide their own tools and instruments.

Section 15.07 Contracting

It is the general policy of the City to utilize its employees to perform work that is considered work normally performed by the job classifications contained in Appendix 'A' of this Agreement. Such work shall include all facilities and grounds maintenance; maintenance, plant additions, alterations and changes to water and waste water systems and operational facilities of the City of Richland. However, the City reserves the option to contract out any work it deems necessary in the interest of economy, ability and capability of the work force, availability of City equipment, applicable State and Federal laws and emergency conditions.

Should the City determine to contract out customary bargaining unit work, the City shall strive to absorb displaced workers in other City classifications wherever possible.

Except where an emergency condition exists or natural man-made disasters, the City shall notify the union in writing of any consideration to contract. Should the union desire to enter into negotiations over the City's decision, or its impacts, the union shall provide, within fifteen calendar days, written notice to the City.

Section 15.08 Safety

The City will provide safety measures and safety rules for the purpose of preventing accidents and health hazards to the employees during the hours of their employment. The Union and employees agree to accept their full share of the responsibility and to cooperate with the City so that the employees will use such safety equipment when so provided and observe such safety and health regulations as required by the City.

Section 15.09 Education Benefits

Employees required by the State of Washington and/or the City to maintain certification(s) as a condition of employment shall be offered training in addition to safety and first aid training at

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

City expense, sufficient for the employee to earn at least the minimum number of CEU's required to maintain their State Certification for the position the employee holds with the City.

"At City expense" as used herein means the employee will be paid for time spent in a seminar, class or other City selected training where CEU's are earned and the cost of registration and required materials, and the actual cost of transportation (if outside the Tri-City area). No overtime will be claimed unless mandated by the FLSA or State law. Travel time to and from any City offered training is not compensable unless required by the FLSA.

Travel shall be in accordance with City General Administration Travel policy 2910.

Section 15.10 Commercial Driver's License

The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses (CDL). In addition, the City shall reimburse employees for the cost of renewing required CDL.

All regular full-time employees required by job description to maintain a Class B CDL will receive an additional twenty cents ($.20) per hour for all hours worked plus leave hours. All regular full-time employees required by job description to maintain a Class A CDL will receive an additional forty cents ($.40) per hour for all hours worked plus leave hours. Employees hired on or before December 31, 2014, and who possess a Class A CDL but who are in a position which requires a Class B CDL, shall receive the Class A CDL additional forty ($.40) per hour as long as the Class A CDL is maintained and they are in the position requiring a Class B CDL.

CDL pay does not apply to leave cash-outs or buy-outs.

Effective January 1, 2015, all wastewater and water treatment Plant Operators shall no longer be required to maintain a CDL.

Section 15.11 Education Requirements for Certification

The City shall provide director-approved training to prepare employees for certification exams or to support accumulation of required professional experience toward certification requirements. The City shall pay for up to two attempts by each employee to take each certification exam. Provision of training and professional experience shall be subject to budgetary capacity and management determination of staff assignments to meet operational needs, both of which are at the sole discretion of management.

a) An employee who fails to pass a certification exam after a second attempt will be responsible for the costs and associated time (by utilizing PTO) with any future training and attempts to pass that exam.
b) The City shall provide training opportunities required for employees to accumulate continuing education units required to maintain certifications. The City will, at the discretion of the Director, assign employees to qualifying training sessions, some of which may require out of town travel. The City shall cover the cost of training and travel.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" as used in this Agreement means a claim by an employee or group of employees that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of the terms of this Agreement. The time lines set forth in this Article are to be strictly followed, unless waived by mutual agreement.

None of the foregoing is intended to mean that the union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the union to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement unless such change is mutually agreed upon by both parties to this Agreement.

Section 16.01 Informal Process

An employee or group of employees, or their designated representative, who consider they have a grievance shall discuss the grievance within fifteen (15) working days of the alleged occurrence with the immediate supervisor. The supervisor shall have five (5) working days to resolve the grievance. If no mutually satisfactory resolution or remedy is reached, he or she may then proceed to Formal Step 1, within ten (10) working days of the supervisor's response.

Nothing in this section shall preclude communications between stewards and manager level staff in an attempt to resolve grievances prior to initiation of the Formal Process.

Section 16.02 Formal Process

All Formal grievances shall be reduced to writing. Formal grievances shall be signed by the grievant or the employee's authorized representative (shop steward or business representative). All Formal grievances shall state the issue being grieved, reference the applicable section of the Agreement allegedly violated, enumerate all facts pertaining to the matter, and outline the remedy sought. All appeals shall include pertinent materials provided and presented at previous steps.

At each step of the Formal process, the City representative (Division Manager, Department Director, etc.) is responsible for immediate forwarding a copy of the grievance and any related material to the Human Resources Director.

A. <u>Formal Step 1</u>

Formal Step 1 grievances shall be presented to the appropriate next level, typically the Division Manager, or Department Director. Grievances dealing with written warnings shall commence at this step.

The City shall attempt to resolve the grievance within ten (10) working days of receipt. If the grievant is not satisfied with the Formal Step 1 outcome, the grievant may submit the signed Report of Grievance to proceed to Formal Step 2 within ten (10) working days of the Formal Step 1 response.

B. <u>Formal Step 2</u>

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Formal Step 2 grievances shall be presented to the next level, typically the Department Director or Deputy City Manager. Grievances dealing with disciplinary suspensions shall commence at this step.

The Department Director or Deputy City Manager shall attempt to resolve the matter within ten (10) working days after it has been presented. If the grievant is not satisfied with the Formal Step 2 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 3 within ten (10) working days of the Formal Step 2 response.

C. Formal Step 3

Formal Step 3 grievances shall be presented to the City Manager. Grievances relating to termination of an employee will commence at Formal Step 3.

The City Manager shall attempt to resolve the matter within twenty-one (21) working days after it has been presented. If the grievant is not satisfied with the Formal Step 3 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 4 within thirty (30) calendar days from receipt of the City Manager's response.

D. Formal Step 4

At Formal Step 4, the grievant or union may make a decision to appeal the matter to an arbitrator. Any decision resulting from Formal Step 4 shall be final and binding upon the parties to the grievance, unless the decision involves an action by the City which is beyond the arbiter's jurisdiction. The expenses related to Formal Step 4 (fees and charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses and legal fees incurred during the preparation and the presentation of any grievance.

The arbiter or any other person or persons involved in the grievance procedure shall not have the power to negotiate new agreements or to change any of the provisions of this Agreement.

The process for arbitration is detailed below:

1) Arbitration

Upon selection of arbitration, the parties shall attempt to agree to the selection of an arbitrator. In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) calendar days following the demand for arbitration, a request may be filed with the Federal Mediation Conciliation Service (FMCS). The arbiter shall be selected according to FMCS procedures. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance.

The arbiter shall render his or her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the completion of such hearing.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

SIGNATURES

The parties hereto have caused this Agreement to be executed this 7th day of August, 2025.

City of Richland, Washington

August 7, 2025
Jon Amundson, ICMA-CM — Date
City Manager

August 6, 2025
Joe Schiessl — Date
Deputy City Manager

August 5, 2025
Drew Florence — Date
Assistant City Manager

August 4, 2025
Carlo D'Alessandro — Date
Public Works Director

August 4, 2025
Chris Waite — Date
Parks & Public Facilities Director

August 4, 2025
Lacey Paulsen — Date
Human Resources Director

IUOE Local 280

Corey Stratton July 31, 2025
Corey Stratton — Date
Business Representative

Jonathan Maine July 31, 2025
Jonathan Maine — Date
Chief Steward

August 4, 2025
Bobby Dillard — Date
Recording Secretary

ATTEST:

August 7, 2025
Jennifer Rogers — Date
City Clerk

APPROVED TO FORM:

August 6, 2025
Heather Kintzley — Date
City Attorney

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Appendix A - Wages

APPENDIX A – 2025 CLASSIFICATION & WAGE TABLE
Effective January 1, 2025 – 4.85% Cost-of-Living Adjustment (COLA), with the following exceptions:
10.0% Market Adjustment for Water Quality Coordinator, Plant Operator, Lead Plant Operator, Equipment Technician I, Equipment Technician II, Equipment Technician III, and Lead Equipment Technician classifications (No COLA)

Job #	Description	Step A	Step B	Step C	Step D	Step E	Step F
3002	Equipment Operator	$32.88	$33.97	$35.01	$36.30	$37.41	$38.69
3006	General Craftsworker	$0.00	$35.28	$36.40	$37.70	$38.77	$39.98
3007	HVAC Technician	$37.12	$38.30	$39.52	$40.64	$41.77	$42.89
3010	Laboratory Technician	$33.42	$34.98	$36.63	$38.44	$40.26	$42.16
3011	Laborer - Temporary	$17.66	$18.66	$19.66	$0.00	$0.00	$0.00
3012	Lead Construction & Maintenance Worker	$32.52	$34.59	$36.63	$38.67	$40.74	$42.79
3013	Lead Craftsworker (Streets/ Wastewater)	$32.14	$34.10	$36.09	$38.08	$40.17	$42.16
3015	Lead Landfill Operator	$35.44	$36.58	$37.78	$38.95	$40.09	$41.32
3016	Lead Equipment Technician	$39.31	$40.58	$41.86	$43.04	$44.24	$45.44
3017	Lead Plant Operator	$40.03	$41.26	$42.54	$43.75	$44.94	$46.12
3018	Lead Warehouse Worker	$0.00	$0.00	$0.00	$0.00	$0.00	$41.80
3019	Lead Truck Driver	$34.94	$36.06	$37.35	$38.41	$39.59	$0.00
3020	Maintenance Craftsworker I	$30.87	$31.86	$32.88	$33.84	$34.61	$35.60
3021	Maintenance Craftsworker II	$0.00	$34.94	$36.06	$37.35	$38.41	$39.59
3022	Maintenance Worker I	$28.45	$29.27	$30.13	$30.98	$31.79	$32.73
3023	Maintenance Worker II	$31.86	$32.88	$33.84	$34.61	$35.60	$36.60
3024	Equipment Technician II	$35.98	$37.02	$38.19	$39.56	$40.68	$41.94
3028	Plant Operator	$36.00	$37.13	$38.26	$39.62	$40.78	$42.16
3029	Plant Operator-in-Training	$28.45	$29.27	$30.13	$30.98	$31.79	$32.73
3030	Pre-Treatment Coordinator	$31.52	$33.49	$35.47	$37.41	$39.39	$41.41
3031	Environmental Compliance/Source Control Specialist	$33.98	$35.06	$36.12	$37.41	$38.50	$39.80
3032	Service Writer/Parts Specialist	$30.87	$31.86	$32.88	$33.84	$34.61	$35.60
3033	Warehouse Worker II	$0.00	$0.00	$33.86	$35.60	$37.23	$39.22
3034	Truck Driver-Heavy	$31.86	$32.88	$33.84	$34.61	$35.60	$36.60
3035	Utility Craftsworker	$30.87	$31.86	$32.88	$33.84	$34.61	$35.60
3036	Water Quality Coordinator	$33.07	$35.13	$37.21	$38.85	$39.25	$43.44
3037	Treatment Plant Mechanic II (Water Maintenance)	$37.12	$38.30	$39.52	$40.64	$41.77	$42.89
3038	Warehouse Worker I	$28.16	$29.61	$31.06	$32.61	$0.00	$0.00
3039	Landfill Operator I/Transfer Station Attendant	$31.86	$32.88	$33.84	$34.61	$35.60	$36.60
3043	Laborer I	$22.49	$23.45	$24.48	$25.42	$26.40	$27.29
3044	Construction & Maintenance Worker I	$29.13	$30.04	$31.00	$31.93	$32.67	$33.58
3045	Construction & Maintenance Worker II	$0.00	$34.94	$36.06	$37.35	$38.41	$39.59
3046	Plant Operator-in-Training – Level 1 Operator Certification	$29.30	$30.15	$30.97	$31.86	$32.65	$33.59
3047	Plant Operator-in-Training – Level 2 Operator Certification	$30.18	$30.99	$31.83	$32.70	$33.51	$34.46
3048	Plant Operator-in-Training – Level 3 Operator Certification	$31.90	$32.71	$33.56	$34.44	$35.22	$36.18
3049	Treatment Plant Mechanic I (Water Maintenance)	$0.00	$35.28	$36.40	$37.70	$38.77	$39.98
3050	Treatment Plant Mechanic I (Wastewater Maintenance)	$0.00	$35.28	$36.40	$37.70	$38.77	$39.98
3051	Treatment Plant Mechanic II (Wastewater Maintenance)	$37.12	$38.30	$39.52	$40.64	$41.77	$42.89
3052	Lead Craftsworker (Water Maintenance)	$37.79	$38.95	$40.16	$41.31	$42.41	$43.53
3053	Laborer II - Temporary	$20.37	$20.94	$21.52	$22.09	$0.00	$0.00
3054	Lead Plant Operator (Upgrade)	$38.94	$40.18	$41.46	$42.64	$43.82	$45.00
3055	Landfill Operator II	$32.88	$33.97	$35.01	$36.30	$37.41	$38.69
3056	Maintenance Worker I – Solid Waste	$28.45	$29.27	$30.13	$30.98	$31.78	$32.73
3057	Equipment Technician I	$29.84	$30.71	$31.61	$32.51	$33.34	$34.34
3058	Equipment Technician III	$37.70	$38.72	$39.90	$41.25	$42.37	$43.65

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

APPENDIX A – 2026 CLASSIFICATION & WAGE TABLE

Effective January 1, 2026 – 2.0% Increase

Job #	Description	Step A	Step B	Step C	Step D	Step E	Step F
3002	Equipment Operator	$33.54	$34.65	$35.71	$37.03	$38.16	$39.46
3006	General Craftsworker	$0.00	$35.99	$37.13	$38.46	$39.55	$40.78
3007	HVAC Technician	$37.86	$39.07	$40.31	$41.45	$42.61	$43.75
3010	Laboratory Technician	$34.08	$35.68	$37.37	$39.21	$41.07	$43.00
3011	Laborer - Temporary	TBD	TBD	TBD	$0.00	$0.00	$0.00
3012	Lead Construction & Maintenance Worker	$33.17	$35.28	$37.37	$39.44	$41.56	$43.65
3013	Lead Craftsworker (Streets/ Wastewater)	$32.78	$34.78	$36.81	$38.84	$40.97	$43.00
3015	Lead Landfill Operator	$36.15	$37.31	$38.53	$39.73	$40.90	$42.15
3016	Lead Equipment Technician	$40.10	$41.39	$42.69	$43.90	$45.13	$46.35
3017	Lead Plant Operator	$40.83	$42.09	$43.39	$44.62	$45.83	$47.05
3018	Lead Warehouse Worker	$0.00	$0.00	$0.00	$0.00	$0.00	$42.64
3019	Lead Truck Driver	$35.63	$36.78	$38.09	$39.17	$40.38	$0.00
3020	Maintenance Craftsworker I	$31.49	$32.50	$33.54	$34.51	$35.30	$36.31
3021	Maintenance Craftsworker II	$0.00	$35.63	$36.78	$38.09	$39.17	$40.38
3022	Maintenance Worker I	$29.01	$29.86	$30.74	$31.60	$32.43	$33.39
3023	Maintenance Worker II	$32.50	$33.54	$34.51	$35.30	$36.31	$37.34
3024	Equipment Technician II	$36.70	$37.76	$38.96	$40.35	$41.49	$42.78
3028	Plant Operator	$36.72	$37.87	$39.02	$40.41	$41.59	$43.01
3029	Plant Operator-in-Training	$29.01	$29.86	$30.74	$31.60	$32.43	$33.39
3030	Pre-Treatment Coordinator	$32.15	$34.16	$36.18	$38.16	$40.18	$42.23
3031	Environmental Compliance/Source Control Specialist	$34.66	$35.76	$36.84	$38.16	$39.27	$40.60
3032	Service Writer/Parts Specialist	$31.49	$32.50	$33.54	$34.51	$35.30	$36.31
3033	Warehouse Worker II	$0.00	$0.00	$34.53	$36.31	$37.98	$40.01
3034	Truck Driver-Heavy	$32.50	$33.54	$34.51	$35.30	$36.31	$37.34
3035	Utility Craftsworker	$31.49	$32.50	$33.54	$34.51	$35.30	$36.31
3036	Water Quality Coordinator	$33.73	$35.84	$37.96	$39.63	$40.03	$44.31
3037	Treatment Plant Mechanic II (Water Maintenance)	$37.86	$39.07	$40.31	$41.45	$42.61	$43.75
3038	Warehouse Worker I	$28.73	$30.20	$31.68	$33.26	$0.00	$0.00
3039	Landfill Operator I/Transfer Station Attendant	$32.50	$33.54	$34.51	$35.30	$36.31	$37.34
3043	Laborer I	$22.94	$23.92	$24.97	$25.92	$26.93	$27.84
3044	Construction & Maintenance Worker I	$29.71	$30.64	$31.62	$32.57	$33.32	$34.26
3045	Construction & Maintenance Worker II	$0.00	$35.63	$36.78	$38.09	$39.17	$40.38
3046	Plant Operator-in-Training – Level 1 Operator Certification	$29.88	$30.76	$31.59	$32.50	$33.30	$34.27
3047	Plant Operator-in-Training – Level 2 Operator Certification	$30.78	$31.61	$32.47	$33.36	$34.18	$35.15
3048	Plant Operator-in-Training – Level 3 Operator Certification	$32.53	$33.37	$34.23	$35.13	$35.92	$36.91
3049	Treatment Plant Mechanic I (Water Maintenance)	$0.00	$35.99	$37.13	$38.46	$39.55	$40.78
3050	Treatment Plant Mechanic I (Wastewater Maintenance)	$0.00	$35.99	$37.13	$38.46	$39.55	$40.78
3051	Treatment Plant Mechanic II (Wastewater Maintenance)	$37.86	$39.07	$40.31	$41.45	$42.61	$43.75
3052	Lead Craftsworker (Water Maintenance)	$38.54	$39.73	$40.96	$42.14	$43.26	$44.40
3053	Laborer II - Temporary	$20.78	$21.36	$21.95	$22.53	$0.00	$0.00
3054	Lead Plant Operator (Upgrade)	$39.72	$40.99	$42.29	$43.49	$44.70	$45.90
3055	Landfill Operator II	$33.54	$34.65	$35.71	$37.03	$38.16	$39.46
3056	Maintenance Worker I – Solid Waste	$29.01	$29.86	$30.74	$31.60	$32.42	$33.39
3057	Equipment Technician I	$30.44	$31.33	$32.25	$33.16	$34.01	$35.03
3058	Equipment Technician III	$0.00	$39.49	$40.69	$42.08	$43.22	$44.52

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

APPENDIX A – 2026 CLASSIFICATION & WAGE TABLE

Effective July 1, 2026 – 1.0% Increase

Job #	Description	Step A	Step B	Step C	Step D	Step E	Step F
3002	Equipment Operator	$33.87	$35.00	$36.07	$37.40	$38.54	$39.86
3006	General Craftsworker	$0.00	$36.35	$37.50	$38.84	$39.94	$41.19
3007	HVAC Technician	$38.24	$39.46	$40.71	$41.87	$43.03	$44.19
3010	Laboratory Technician	$34.42	$36.03	$37.74	$39.60	$41.48	$43.43
3011	Laborer - Temporary	TBD	TBD	TBD	$0.00	$0.00	$0.00
3012	Lead Construction & Maintenance Worker	$33.51	$35.63	$37.74	$39.84	$41.98	$44.08
3013	Lead Craftsworker (Streets/ Wastewater)	$33.11	$35.13	$37.18	$39.23	$41.38	$43.43
3015	Lead Landfill Operator	$36.51	$37.69	$38.92	$40.13	$41.31	$42.57
3016	Lead Equipment Technician	$40.50	$41.80	$43.12	$44.34	$45.58	$46.81
3017	Lead Plant Operator	$41.24	$42.51	$43.82	$45.07	$46.29	$47.52
3018	Lead Warehouse Worker	$0.00	$0.00	$0.00	$0.00	$0.00	$43.07
3019	Lead Truck Driver	$35.99	$37.15	$38.48	$39.57	$40.79	$0.00
3020	Maintenance Craftsworker I	$31.80	$32.83	$33.87	$34.86	$35.66	$36.67
3021	Maintenance Craftsworker II	$0.00	$35.99	$37.15	$38.48	$39.57	$40.79
3022	Maintenance Worker I	$29.30	$30.16	$31.04	$31.92	$32.75	$33.72
3023	Maintenance Worker II	$32.83	$33.87	$34.86	$35.66	$36.67	$37.71
3024	Equipment Technician II	$37.07	$38.13	$39.35	$40.75	$41.91	$43.21
3028	Plant Operator	$37.09	$38.25	$39.41	$40.82	$42.01	$43.44
3029	Plant Operator-in-Training	$29.30	$30.16	$31.04	$31.92	$32.75	$33.72
3030	Pre-Treatment Coordinator	$32.47	$34.50	$36.54	$38.54	$40.58	$42.66
3031	Environmental Compliance/Source Control Specialist	$35.01	$36.12	$37.21	$38.54	$39.66	$41.00
3032	Service Writer/Parts Specialist	$31.80	$32.83	$33.87	$34.86	$35.66	$36.67
3033	Warehouse Worker II	$0.00	$0.00	$34.88	$36.67	$38.36	$40.41
3034	Truck Driver-Heavy	$32.83	$33.87	$34.86	$35.66	$36.67	$37.71
3035	Utility Craftsworker	$31.80	$32.83	$33.87	$34.86	$35.66	$36.67
3036	Water Quality Coordinator	$34.06	$36.20	$38.34	$40.03	$40.43	$44.75
3037	Treatment Plant Mechanic II (Water Maintenance)	$38.24	$39.46	$40.71	$41.87	$43.03	$44.19
3038	Warehouse Worker I	$29.01	$30.50	$31.99	$33.59	$0.00	$0.00
3039	Landfill Operator I/Transfer Station Attendant	$32.83	$33.87	$34.86	$35.66	$36.67	$37.71
3043	Laborer I	$23.17	$24.16	$25.22	$26.18	$27.20	$28.12
3044	Construction & Maintenance Worker I	$30.01	$30.95	$31.94	$32.89	$33.66	$34.60
3045	Construction & Maintenance Worker II	$0.00	$35.99	$37.15	$38.48	$39.57	$40.79
3046	Plant Operator-in-Training – Level 1 Operator Certification	$30.18	$31.07	$31.91	$32.83	$33.64	$34.61
3047	Plant Operator-in-Training – Level 2 Operator Certification	$31.09	$31.93	$32.79	$33.69	$34.52	$35.51
3048	Plant Operator-in-Training – Level 3 Operator Certification	$32.86	$33.70	$34.58	$35.48	$36.28	$37.28
3049	Treatment Plant Mechanic I (Water Maintenance)	$0.00	$36.35	$37.50	$38.84	$39.94	$41.19
3050	Treatment Plant Mechanic I (Wastewater Maintenance)	$0.00	$36.35	$37.50	$38.84	$39.94	$41.19
3051	Treatment Plant Mechanic II (Wastewater Maintenance)	$38.24	$39.46	$40.71	$41.87	$43.03	$44.19
3052	Lead Craftsworker (Water Maintenance)	$38.93	$40.13	$41.37	$42.56	$43.69	$44.85
3053	Laborer II - Temporary	$20.99	$21.57	$22.16	$22.76	$0.00	$0.00
3054	Lead Plant Operator (Upgrade)	$40.12	$41.40	$42.71	$43.92	$45.15	$46.36
3055	Landfill Operator II	$33.87	$35.00	$36.07	$37.40	$38.54	$39.86
3056	Maintenance Worker I – Solid Waste	$29.30	$30.16	$31.04	$31.92	$32.74	$33.72
3057	Equipment Technician I	$30.74	$31.64	$32.57	$33.49	$34.35	$35.38
3058	Equipment Technician III	$0.00	$39.89	$41.10	$42.50	$43.65	$44.97

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

APPENDIX A – 2027 CLASSIFICATION & WAGE TABLE
Effective January 1, 2027 – 2.5% Increase

Job #	Description	Step A	Step B	Step C	Step D	Step E	Step F
3002	Equipment Operator	$34.72	$35.87	$36.97	$38.33	$39.50	$40.85
3006	General Craftsworker	$0.00	$37.26	$38.44	$39.81	$40.94	$42.22
3007	HVAC Technician	$39.19	$40.44	$41.73	$42.91	$44.11	$45.29
3010	Laboratory Technician	$35.29	$36.94	$38.68	$40.59	$42.52	$44.52
3011	Laborer - Temporary	TBD	TBD	TBD	$0.00	$0.00	$0.00
3012	Lead Construction & Maintenance Worker	$34.34	$36.53	$38.68	$40.83	$43.02	$45.18
3013	Lead Craftsworker (Streets/ Wastewater)	$33.93	$36.01	$38.11	$40.21	$42.42	$44.52
3015	Lead Landfill Operator	$37.42	$38.63	$39.89	$41.13	$42.34	$43.63
3016	Lead Equipment Technician	$41.51	$42.85	$44.20	$45.45	$46.72	$47.98
3017	Lead Plant Operator	$42.27	$43.57	$44.92	$46.19	$47.45	$48.70
3018	Lead Warehouse Worker	$0.00	$0.00	$0.00	$0.00	$0.00	$44.14
3019	Lead Truck Driver	$36.89	$38.08	$39.44	$40.56	$41.81	$0.00
3020	Maintenance Craftsworker I	$32.60	$33.65	$34.72	$35.73	$36.55	$37.59
3021	Maintenance Craftsworker II	$0.00	$36.89	$38.08	$39.44	$40.56	$41.81
3022	Maintenance Worker I	$30.04	$30.91	$31.82	$32.72	$33.57	$34.57
3023	Maintenance Worker II	$33.65	$34.72	$35.73	$36.55	$37.59	$38.65
3024	Equipment Technician II	$37.99	$39.09	$40.33	$41.77	$42.95	$44.29
3028	Plant Operator	$38.02	$39.20	$40.40	$41.84	$43.06	$44.52
3029	Plant Operator-in-Training	$30.04	$30.91	$31.82	$32.72	$33.57	$34.57
3030	Pre-Treatment Coordinator	$33.28	$35.36	$37.46	$39.50	$41.60	$43.72
3031	Environmental Compliance/Source Control Specialist	$35.88	$37.02	$38.14	$39.50	$40.66	$42.03
3032	Service Writer/Parts Specialist	$32.60	$33.65	$34.72	$35.73	$36.55	$37.59
3033	Warehouse Worker II	$0.00	$0.00	$35.75	$37.59	$39.32	$41.42
3034	Truck Driver-Heavy	$33.65	$34.72	$35.73	$36.55	$37.59	$38.65
3035	Utility Craftsworker	$32.60	$33.65	$34.72	$35.73	$36.55	$37.59
3036	Water Quality Coordinator	$34.92	$37.10	$39.30	$41.03	$41.44	$45.87
3037	Treatment Plant Mechanic II (Water Maintenance)	$39.19	$40.44	$41.73	$42.91	$44.11	$45.29
3038	Warehouse Worker I	$29.74	$31.27	$32.79	$34.43	$0.00	$0.00
3039	Landfill Operator I/Transfer Station Attendant	$33.65	$34.72	$35.73	$36.55	$37.59	$38.65
3043	Laborer I	$23.75	$24.77	$25.85	$26.84	$27.88	$28.82
3044	Construction & Maintenance Worker I	$30.76	$31.72	$32.74	$33.71	$34.50	$35.46
3045	Construction & Maintenance Worker II	$0.00	$36.89	$38.08	$39.44	$40.56	$41.81
3046	Plant Operator-in-Training – Level 1 Operator Certification	$30.93	$31.84	$32.71	$33.65	$34.48	$35.47
3047	Plant Operator-in-Training – Level 2 Operator Certification	$31.86	$32.73	$33.61	$34.53	$35.39	$36.39
3048	Plant Operator-in-Training – Level 3 Operator Certification	$33.68	$34.54	$35.44	$36.37	$37.19	$38.21
3049	Treatment Plant Mechanic I (Water Maintenance)	$0.00	$37.26	$38.44	$39.81	$40.94	$42.22
3050	Treatment Plant Mechanic I (Wastewater Maintenance)	$0.00	$37.26	$38.44	$39.81	$40.94	$42.22
3051	Treatment Plant Mechanic II (Wastewater Maintenance)	$39.19	$40.44	$41.73	$42.91	$44.11	$45.29
3052	Lead Craftsworker (Water Maintenance)	$39.90	$41.13	$42.40	$43.62	$44.78	$45.97
3053	Laborer II - Temporary	$21.51	$22.11	$22.72	$23.33	$0.00	$0.00
3054	Lead Plant Operator (Upgrade)	$41.12	$42.43	$43.78	$45.02	$46.28	$47.52
3055	Landfill Operator II	$34.72	$35.87	$36.97	$38.33	$39.50	$40.85
3056	Maintenance Worker I – Solid Waste	$30.04	$30.91	$31.82	$32.72	$33.56	$34.57
3057	Equipment Technician I	$31.51	$32.43	$33.38	$34.32	$35.21	$36.26
3058	Equipment Technician III	$0.00	$40.89	$42.13	$43.56	$44.74	$46.09

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

APPENDIX A –2025-2027 WAGES FOR SEASONAL/TEMPORARY LABORERS

A. Laborer wage scale is as follows:

1) Bottom of wage scale shall be no lower than $1.00 over the minimum wage in effect while employed. This wage shall represent the bottom of the wage scale, and the top of the wage scale shall be no greater than $2.00 over the bottom of the wage scale (above).
2) City may place new or returning temporary laborers at any point in the temporary wage range described above.
3) Seasonal or returning temporary laborers or other temporary employees who begin an assignment with less than a thirteen-(13) week break in employment from the last day of their previous City temporary/seasonal assignment shall be offered Essential Plan medical benefits, when required by federal healthcare law or regulation.

B. Seasonal/Temporary employees and Limited Term employees employed in a position other than a Laborer are assigned the applicable wage for their assigned position as specified in the wage table for regular, full-time employees in Appendix A.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

EXHIBIT 'A' - REQUEST TO EXTEND TEMPORARY EMPLOYMENT

_____ requests an extension for
Division/Department

_____ from _____ to _____
Temporary Employee Start Date Estimated End Date

The extension is requested for the following reason(s):

_____

_____

_____

_____

For the City:		For the Union:	
Requesting Supervisor/Manager	Date	IUOE Chief Steward	Date
Department Head	Date	IUOE Business Manager	Date
Human Resources	Date		

I understand that my temporary employment with the City is being extended as requested above. I further understand that this extension does not entitle me to any additional benefits unless specifically stated in the current Collective Bargaining Agreement between the City of Richland and the International Union of Operating Engineers, Local 280.

_____
Employee Date

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

EXHIBIT 'B' - MEMORANDUMS OF UNDERSTANDING / MEMORANDUMS OF AGREEMENT IN EFFECT AS OF 2025

Memorandum of Understanding between the City of Richland and the International Union of Operating Engineers, Local 280

WASTE WATER TREATMENT PLANT (WWTP) PLANT OPERATOR WORK SCHEDULE CHANGE & STANDBY DUTY

The purpose of this Memorandum of Understanding (MOU) is to document an agreement between the City of Richland (City) and the International Union of Operating Engineers, Local No. 280 (IUOE) resulting in the need for a plant operator work schedule change and standby duty at the WWTP only. This MOU also addresses holiday pay for WWTP plant operators.

Unless otherwise stated in this MOU, the terms of the current collective bargaining agreement between the City and IUOE will be followed.

Work Schedule Change
Effective July 2, 2014, a 10-hour shift schedule will be implemented at the WWTP for all qualified plant operators and will be offered/assigned by seniority. Employees will be provided one 30-minute unpaid meal period each shift and will be relieved from duty.

Standby Duty
Standby duty is defined as a period of off duty time during which an employee shall be assigned to take trouble calls, assess issues, and report to the WWTP when necessary.

Effective July 2, 2014, all qualified WWTP plant operators will be assigned to standby duty on a rotating basis for a period of seven (7) days (commencing Wednesday at 5:30 pm and ending the following Wednesday at 7:00 am). Compensation for plant operator standby duty shall be thirty percent (30%) of the compensation for a forty (40) hour week at current plant operator top step hourly base rate of pay (does not include CDL pay).

Plant operators on standby duty will be compensated for non-assigned shift hours (5:30 pm – 7:00 am) Monday through Friday and for twenty-four (24) hours (7:00 am – 7:00 am) on Saturdays, Sundays and City holidays.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Employees on standby duty are required to immediately communicate to the applicable manager or designee if he/she becomes unavailable for standby duty or he/she is unable to address the immediate trouble call.

Employees on standby duty may engage in normal off-duty activities provided:

- City cell phone, pager and/or laptop as provided are carried on his/her person at all times;
- He/she is able to report to the WWTP within thirty (30) minutes of receiving trouble call;
- He/she remains fit for duty as required by the City's Drug & Alcohol Policy.

Probationary employees must meet the plant operator standby duty requirements as determined by the WWTP manager or designee in order to be eligible for standby duty.

Call-out time during standby duty starts when the plant operator takes a trouble call and / or acknowledges an alarm on the SCADA terminal with a minimum of ten (10) minutes pay at current plant operator top step hourly base rate plus CDL pay. All call-outs requiring the employee to respond to the call at the WWTP shall follow Section 11.05 Call-out Pay in the current collective bargaining agreement.

WWTP plant operators will continue to be compensated for actual holidays by following the principles used in the June 2007 MOU pertaining to holiday pay for plant operators, for example:

- If an employee does not work on a holiday, he/she will be compensated for eight (8) hours of holiday pay.
- If an employee works on a holiday, he/she will be compensated for ten (10) hours worked to overtime pay at one and one-half (1½) times hourly base rate of pay plus CDL pay. In addition, the employee will be compensated for eight (8) hours of holiday pay and two (2) regular hours at hourly base rate of pay plus CDL pay. Additionally, if an employee works in excess of ten (10) hours on a holiday, he/she will be compensated for actual hours worked to overtime pay at one and one-half (1½) times hourly base rate of pay plus CDL pay.

WWTP plant operators will also be compensated with two (2) hours of standby holiday premium at the plant operator top step hourly base rate (does not include CDL pay) for each actual holiday that falls within his/her standby schedule.

Plant operators may request standby duty trades with fellow plant operators with the approval of manager or designee. Upon approved trades, plant operators understand and acknowledge they are voluntarily giving up standby holiday premium when an actual holiday falls within the standby schedule he/she traded away.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

The parties agree to meet and discuss any future shift schedule proposals for WWTP plant operators. If the parties cannot come to a mutual agreement, either party may revoke this MOU by providing a thirty (30) day notice in writing.

For the City of Richland:

6/30/14
Cynthia D. Johnson
City Manager

6/30/14
Allison Jubb
Human Resources Director

6/30/2014
Pete Rogalsky
Public Works Director

For the IUOE, Local 280:

6-30-14
Dean Bushey
Assistant Business Manager

6/30/14
Corey Stratton
Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Richland
Washington

Memorandum of Understanding between City of Richland and International Union of Operating Engineers, Local 280

CDL PAY FOR TEMPORARY EMPLOYEES

The purpose of this Memorandum of Understanding (MOU) is to document an understanding between the City of Richland ("City") and the International Union of Operating Engineers ("IUOE") Local 280 (referred to collectively as the "Parties") to address Commercial Driver License (CDL) pay for temporary employees. This MOU will apply to seasonal temporary employees who are asked to use a CDL during the course of their temporary assignment with the City. The MOU is non-precedence setting in all respects.

All temporary employees who are asked to utilize their CDL during their temporary assignment will receive additional CDL pay of an additional forty cents ($0.40) per hour when the assignment requires a Class "A" CDL, or an additional twenty cents ($0.20) per hour when the assignment requires a Class "B" CDL. The manager will determine which level of CDL will be utilized for the duration of the temporary assignment, and the employee will be paid for the level utilized even when the employee may hold a higher level certification. For example, a Truck-Driver Heavy (Temporary) would utilize a Class "B" CDL, so the temporary employee would receive an additional twenty ($0.20) cents per hour for all hours worked in that capacity, even if the employee holds a Class "A" CDL.

Temporary employees may be asked to utilize a CDL without upgrade to a higher level position, and the Parties agree that CDL pay will substitute for any upgrade pay the Temporary employee may otherwise have been eligible to receive.

To be eligible for CDL pay, applicable Temporary employees must possess and maintain a current CDL, including a CDL medical card, in the level required for the temporary

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

assignment, and must have successfully completed the City's required Department of Transportation (DOT) pre-employment screening requirements (DOT physical, DOT drug/alcohol screening, and DOT employment verification) prior to driving Commercial vehicles for the City, and prior to being placed in the City's random drug and alcohol testing pool for employees occupying safety sensitive positions.

For the 2017 season only, applicable Temporary employees will be paid CDL pay as of the date they were determined by Human Resources to have met requirements for eligibility to be placed into the City's random testing pool. Additionally, Temporary employees already employed as of the effective date of this MOU, and who are placed in the City's random testing pool within seven (7) calendar days of the effective date of this MOU, will be paid the applicable CDL pay *retroactive* to the first day of their 2017 seasonal assignment for hours worked utilizing the CDL.

The costs associated with obtaining and/or maintaining a CDL will be at the expense of the Temporary employee, with the exception of any pre-employment screening requirements to be paid for by the City. The City always maintains the right to end a Temporary employee's assignment at any time and for any reason, with or without notice, a right which survives the termination of this MOU. This includes, but is not limited to, circumstances in which a Temporary employee does not maintain a valid CDL and medical card when being assigned to tasks requiring those qualifications.

CDL pay will not be applied to any PTO cash-outs granted after successful completion of the season.

This MOU will remain in effect until and unless either Party provides a two-week prior written notice to dissolve it.

For the City of Richland:

8/2/17

Cynthia D. Reents, ICMA-CM — Date
City Manager

8/1/17

Allison Jubb — Date
Human Resources Director

8/1/17

Pete Rogalsky — Date
Public Works Director

For the IUOE, Local 280:

8-8-17

Dean Bushey — Date
Assistant Business Representative

8-8-17

Corey Stratton — Date
Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

8-1-17

Joe Schiessl Date
Parks & Public Facilities Director

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

MOU # 2020-01-IUOE

Memorandum of Agreement
between the
City of Richland
and the
International Union of Operating Engineers, Local 280

LEAD PLANT OPERATOR JOB DESCRIPTION MODIFICATIONS AND ASSOCIATED WAGE ADJUSTMENT

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this memorandum of agreement (MOA) to modify the Lead Plant Operator job description and adjust wages for the position accordingly. City and Union are referred to herein as the "Parties." This MOA is non-precedence setting in all respects.

The City recently added additional duties to the Lead Plant Operator job description, including but not limited to responsibility and maintenance of the City's wastewater pretreatment program. In response to the City's modification of the job description, the Union has requested to amend the Lead Plant Operator wage to reflect these additional duties.

In recognition of the additional duties added by the City to the Lead Plant Operator job description, the Parties agree that the Lead Plant Operator wage will increase effective November 4, 2019 to the same wage rate as the Lead Craftsworker (Water Maintenance).

The Parties further agree that if, at any time, the City determines by management prerogative to remove these additional duties from the Lead Plant Operator position (including responsibility and maintenance of the City's wastewater pretreatment program), the Lead Plant Operator wage will revert to the equivalent wage rate in effect for the position immediately prior to execution of this MOA.

The Parties acknowledge and agree that the agreement to increase the wage for the Lead Plant Operator position is directly tied to the addition and performance of additional duties, and that without such additional responsibly, no increase is warranted.

This MOA will remain in effect unless terminated by either Party upon two weeks' written notice, or until its inclusion into a duly executed collective bargaining agreement.

[*Signature page to follow*]

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Dated this 26 day of February, 2020.

City of Richland:

Cynthia D. Reents, City Manager

Pete Rogalsky, Public Works Director

Lacey Paulsen, Human Resources Manager

IUOE Local 280:

Dean Bushey, Business Manager

Paul Pardini, Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

MEMORANDUM OF UNDERSTANDING
between the
City of Richland
and
International Union of Operating Engineers, Local No. 280

Stand-By

The City of Richland ("City") and the International Union of Operating Engineers, Local No. 280 ("Union") enter into this memorandum of understanding (MOU) to implement a stand-by program for IUOE represented employees. The City and Union are referred to herein as the "Parties."

Stand-by time is defined as a period of off-duty time during which an employee shall be assigned by a supervisor to be available to work if and when summoned. At management's discretion, at least one (1) employee per division, at the discretion of the Department Director, may be required to be on mandatory stand-by if voluntary call-out lists within the division are not regularly established or are inadequately populated by employees to ensure timely and effective response to afterhours work demands, also as determined by the Department Director. Employees on stand-by may engage in normal off-duty activities, provided that:

- The city-issued stand-by cell phone is carried on their person at all times;
- The employee will make every effort to respond without delay when called, and will arrive at the job site or required work location within thirty (30) minutes; and
- The employee maintains a condition of fit for duty in accordance with Section 14.01 of the current collective bargaining agreement (CBA) and the applicable substance-free workplace policy referenced therein.

Employees assigned stand-by status shall be paid time-and-a-half for one (1) additional hour for each work day (Monday through Friday) and at straight time for (2) two additional hours for each weekend day (Saturday or Sunday) or City-recognized or observed holiday they are on stand-by status. Stand-by employees summoned to work will shall be paid in accordance with the call-out pay provisions defined in Section 11.05 of the CBA.

When activated by Management, all qualified employees shall be assigned a seven-day "stand-by" week commencing on a Monday at the beginning of the regular shift and ending the following Monday at the beginning of the shift. This assigned period will be adjusted to accommodate holidays. For instance, when a City-observed holiday falls on a Monday, the end of the assigned period will be the beginning of the shift on the first business day following the holiday. Employees who are eligible to serve "stand-by" are those regular full-time employees (completed probation) who have gained minimum technical competence in their position. Additional qualifications will be established by Management based on competence to address common call-out tasks.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

For divisions activating stand-by on an ongoing basis (anticipated to be Streets and Wastewater Maintenance), a stand-by assignment calendar will be established at the beginning of each calendar year according to the following procedure:

- All employees in the division will select their first choice of a stand-by week, with selections occurring from most senior to least senior eligible staff.

- This same procedure will be used for a second and third assigned week.

- Beginning with the fourth assigned week, and for any remaining weeks in the year, the order of selection shall be reversed (least senior chooses first) so that when all weeks are assigned, the most senior employees do not have more assignments than the least senior employees.

For divisions activating stand-by on an intermittent basis (anticipated to be Parks & Facilities), assignments shall rotate based on seniority so that eligible employees get a turn elect stand-by in the order of their seniority.

If stand-by is activated in additional divisions, they will utilize either the on-going or intermittent assignment procedures described above appropriate for their needs.

Once the assignment calendar is established, employees are free to trade assignments of stand-by duty on a daily basis with a minimum of 24 hours' advanced written notice to the division supervisor.

Employees are still expected to make themselves available for after-hours call-outs on a voluntary basis regardless of the establishment of a mandatory stand-by program.

The change effectuated by this MOU shall be effective on the date signed by all parties. This MOU will automatically terminate if the issue it addresses is incorporated into a future collective bargaining agreement between the Parties.

Signature page to follow

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Dated this 17th day of May, 2022.

City of Richland:

Jon Amundson, ICMA-CM
City Manager

Drew Florence
Administrative Services Director

Pete Rogalsky
Public Works Director

Joe Schiessl
Parks & Public Facilities Director

Lacey Paulsen
Human Resources Director

IUOE Local 280:

Corey Stratton
Business Representative

Paul Pardini
Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Contract No. 11-22
MOU # 2022-03-IUOE

MEMORANDUM OF UNDERSTANDING
between the
City of Richland
and
International Union of Operating Engineers, Local No. 280

Technology Related Call-Outs

The City of Richland ("City") and the International Union of Operating Engineers, Local No. 280 ("Union") enter into this memorandum of understanding (MOU) to address technology-related call-outs. The City and Union are referred to herein as the "Parties."

The Parties agree that as technology changes, some employee(s) have the capability to perform work on systems remotely through a City computer or wireless device. This remote work includes troubleshooting, scheduling, system configurations, alarms or similar technical related work. In circumstances where work can be performed remotely, employees are not required to travel to the work site or other assigned work locations for a call-out.

Upon acceptance of a call-out assignment that can be completed remotely, pay for call-out time shall not be less than the equivalent of two (2) hours pay at straight time rate. Call-out pay shall begin at the time the employee accepts the call-out. Work beyond two (2) hours, or work that requires physical travel to a work site, will follow Section 11.05 call-out pay in the current collective bargaining agreement (CBA).

Disputes regarding the interpretation or application of this MOU shall be resolved pursuant to the grievance procedures outlined in the CBA.

This MOU is non-precedent-setting and shall be effective upon complete execution by all signatories below. This MOU will automatically terminate if the issue it addresses is incorporated into a future collective bargaining agreement between the Parties.

Dated this 17th day of May, 2022.

City of Richland:

Jon Amundson, ICMA-CM
City Manager

Joe Schiessl,
Parks & Public Facilities Director

Lacey Paulsen, Human Resources Director

IUOE Local 280:

Corey Stratton, Business Representative

Paul Pardini, Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Contract No. 11-22
MOU # 2022-05-IUOE

Memorandum of Understanding
between the
City of Richland
and the
International Union of Operating Engineers, Local 280

IMPACTS OF CHANGES RELATING TO REQUIRED CERTIFICATIONS (STREETS)

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this Memorandum of Understanding (MOU) to address impacts resulting from the City's new inclusion of various certifications deemed necessary to satisfy regulatory requirement, support essential duties of a position, and/or support staff development and professionalism. City and Union are referred to herein as the "Parties."

The certification changes are incorporated into job descriptions dated September 2022, which have been shared with IUOE Business Representative and Chief Steward for the following position classes:

Streets Division
Maintenance Craftsworker I
Maintenance Craftsworker II
Equipment Operator

City recognizes there are costs associated with obtaining and maintaining the certifications identified in the job descriptions referenced above. As a result of bargaining the impacts from the change in certifications, City and IUOE agree as follows:

1. City agrees to provide director-approved training to prepare employees for certification exams (if needed), to support accumulation of required professional experience toward certification requirements, and to pay for up to two (2) attempts by each employee to take each certification exam. Training and professional experience shall be subject to budgetary capacity and management determination of staff assignments to meet operational needs, both of which are at the sole discretion of management.

    a. An employee who fails to pass a certification exam after a second attempt will be responsible for the costs and time associated with any future training and attempts to pass the exam.

    b. City agrees to provide training opportunities required for employees to maintain certifications. City will, at its discretion, assign employees to qualifying training sessions, some which may require out-of-town travel. City will cover the costs of training, time, and travel consistent with FLSA obligations.

2. Except for incumbents in the Maintenance Craftsworker I position, incumbent employees (i.e., those holding an impacted position at the time of execution of this MOU) will not face termination ("job jeopardy") for failure to meet the certification requirements of their position.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

a. Employees hired, promoted or moved laterally into the impacted positions listed in this MOU *after* the effective date of this MOU must meet the qualifications of the job description as minimum qualification(s) of employment and will face job jeopardy for failing to do so.

b. Maintenance Craftsworker I incumbents are required under this MOU to obtain the certifications required on the new job descriptions pursuant to the conditions specified herein and the timeframes identified in the job description. Maintenance Craftsworker I incumbents who fail to achieve the required certification levels will face termination ("job jeopardy").

3. City and IUOE agree to the following additional pay to compensate and incentivize the Maintenance Craftsworker I employees (incumbents and future hires) to obtain and maintain the Washington State Pesticide Operator license (Rights-of-Way Weed category) in an effort to develop qualified employees to promote into the Equipment Operator (Streets) position when posted. Additional pay, when applicable, will be effective the first day of the pay period following the City's receipt of proof that the certification has been awarded by the appropriate agency.

   a. All regular full-time Maintenance Craftsworker I employees who obtain and maintain a Washington State Pesticide Operator license (Rights-of-Way Weed category) will receive an additional forty cents ($.40) per hour for all hours worked plus leave hours. This additional pay does not apply to leave cash-outs or buy-outs.

Disputes regarding the interpretation or application of this MOU shall be resolved pursuant to the grievance procedures outlined in the current CBA.

This MOU is non-precedent-setting and shall be effective upon complete execution by all signatories below. This MOU will remain in effect until incorporated into a future collective bargaining agreement, or superseded or terminated by mutual agreement of the Parties.

Dated this 3 day of November, 2022.

City of Richland:

HK

Jon Amundson, City Manager

Joe Schiessl, Deputy City Manager

Pete Rogalsky, Public Works Director

Lacey Paulsen, HR Director

IUOE Local No. 280:

Corey Stratton

Corey Stratton, Business Representative

Paul Pardini, Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Contract No. 11-22
MOU # 2023-02-IUOE

MEMORANDUM OF UNDERSTANDING
between the
City of Richland
and
International Union of Operating Engineers, Local 280

Equipment Maintenance (Fleet) – Service Writer/Parts Specialist
Job Tasks Flexibility

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this Memorandum of Understanding ("MOU") to address staffing flexibility. The City and Union are referred to herein as the "Parties."

The Parties are mutually interested in ensuring operational consistency, achieving quality customer service, and preventing a backlog of work resulting from workplace absences. Additionally, the Parties recognize that the size of the Equipment Maintenance division causes the need for occasional flexibility and coverage while preserving the nature of unaffiliated and affiliated work, respectively. Consistent with recent discussions occurring in labor/management, the Parties agree as follows:

Coverage Back Up

When the Service Writer/Parts Specialist is unavailable, the unaffiliated employees in the Equipment Maintenance division (i.e., Fleet & Equipment Maintenance Manager, Fleet & Equipment Maintenance Analyst, Administrative Assistant, etc.) may provide coverage without setting a precedent, and without causing such work to convert to unaffiliated work (if unit work is performed). Such work may include, but is not limited to, answering phones, taking messages, providing internal customers with basic information as directed, or other similar work.

If, in the moment, either Party has concerns regarding the application of this MOU to the work in question, the agreed approach shall be to proceed with the work in question, and to follow-up on the concerns or questions in labor/management after the fact. The Parties will strive to cooperatively resolve issues to clarify expectations going forward.

This MOU is non-precedent-setting and shall be effective upon complete execution by all signatories below. The terms and conditions of the current collective bargaining agreement between the City and IUOE remains in full force and effect unless expressly modified by this MOU. This MOU will remain in effect until incorporated into a future collective bargaining agreement or superseded or terminated by mutual agreement of the Parties.

Signature Page to Follow

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Dated this 5th day of April, 2023.

For the City of Richland:

Jon Amundson, ICMA-CM
City Manager

Drew Florence
Assistant City Manager

Lacey Paulsen
Human Resources Director

For the IUOE, Local 280:

Corey Stratton
IUOE Business Representative

Jonathan Maine
IUOE Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

MEMORANDUM OF UNDERSTANDING
between the
City of Richland
and
International Union of Operating Engineers, Local 280

Alternative Work Schedules

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this memorandum of understanding (MOU) to address an alternative work schedule for IUOE represented employees working in the following divisions: Parks & Public Facilities, Equipment Maintenance, and Warehouse. The City and Union are referred to herein as the "Parties."

The intent of an alternate work schedule, also known as a '9/80' work schedule, is to provide the same level of service for customers, without incurring additional costs, while increasing workplace desirability for employees. The City and Union agree that the shared values of teamwork, integrity, and excellence are paramount in providing high customer service equivalent to the normal work schedule.

This MOU, so long as it remains in full force and effect, supersedes the following section of the current Collective Bargaining Agreement (CBA):

> **Section 10.02 Work Week –** Forty (40) hours shall constitute the normal workweek for all regular full-time employees. The work week shall commence on Sunday midnight of the current week and end midnight the following Sunday.

In addition, this MOU supersedes and replaces MOU #2022-02-IUOE Alternative Work Schedules for the Parks & Public Facilities division as it incorporates the information previously prescribed and expands to include additional divisions.

During the summer months, temperatures are hotter during the afternoons and city parks are busier on Fridays and the weekends. For the period commencing the weekend after Memorial Day and ending the weekend before Labor Day, management may implement an alternative work schedule based on operational needs for employees in the Parks & Public Facilities division.

A significant portion of the Equipment Maintenance and Warehouse divisions' internal customer base are on alternative work schedules. At any time, management may implement an alternative work schedule for division employees based on operational needs and/or to better align with customer needs/expectations.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

The alternative work schedule options are as follows:

1. **Monday through Monday Work Week** – A two-week schedule providing nine (9) workdays during that period within the following conditions:
    a. One work week of five (5) work days consisting of four (4) days of nine (9) work hours and one day (Monday) of eight (8) work hours (each with an unpaid one-half (1/2) hour meal break); and
    b. One work week of four (4) days of nine (9) work hours (with an unpaid one-half (1/2) hour meal break and Monday off.

2. **Friday through Friday Work Week** – A two-week schedule providing nine (9) workdays during that period within the following conditions:
    a. One work week of five (5) work days consisting of four (4) days of nine (9) work hours and one day (Friday) of eight (8) work hours (each with an unpaid one-half (1/2) hour meal break); and
    b. One work week of four (4) days of nine (9) work hours (with an unpaid one-half (1/2) hour meal break and Friday off.

At least two (2) weeks prior to the change, management will assign division employees to one of the schedule options noted above based on staffing and coverage needs. Depending on the needs of the division, employees may be assigned A Shift or B Shift to alternate Fridays or Mondays off (i.e. – A Shift will work a five (5) day week, while B Shift will have a four (4) day week and vice versa the following week). At management discretion, shifts may rotate on the first day of the pay period each calendar year.

In Parks & Public Facilities, employees will be placed on the applicable schedule starting the Friday or Monday after Memorial Day and ending the Friday or Monday prior to Labor Day.

For any city-recognized holidays that fall on the employee's regularly scheduled nine (9) hour workday, the employee shall code time for eight (8) hours holiday pay and one (1) hour of accrued PTO.

The parties agree that for purposes of designating the seven (7) consecutive day work period for the calculation of overtime, one work period shall commence at the midpoint of the employee's shift of the eight (8) hour day. These periods, for each employee participating in the 9/80 schedule, shall be specifically designated and declared in accordance with the Fair Labor Standards Act (FLSA). Alternative work schedules are not intended to create overtime obligations and may be discontinued at management's election upon evidence that they are increasing overtime costs.

Disputes regarding the interpretation or application of this MOU shall be resolved pursuant to the grievance procedures outlined in the CBA.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

This MOU is non-precedent-setting and shall be effective upon complete execution by all signatories below. It shall remain in effect unless terminated by agreement of the parties, or if unilaterally terminated by City based on evidence that alternative work schedules are increasing overtime costs.

Dated this 28th day of August, 2023.

City of Richland:

HK

Jon Amundson, ICMA-CM
City Manager

Joe Schiessl, Deputy City Manager

Drew Florence, Assistant City Manager

Lacey Paulsen, Human Resources Director

IUOE Local 280:

Corey Stratton

Corey Stratton
IUOE Business Representative

Jonathan Maine

Jonathan Maine, IUOE Chief Steward

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Contract No. 11-22
MOU # 2023-04-IUOE

Memorandum of Understanding
between the
City of Richland
and the
International Union of Operating Engineers, Local 280

WASHINGTON STATE PESTICIDE PUBLIC OPERATOR PAY

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this Memorandum of Understanding (MOU) pertaining to Washington State Pesticide Operator pay for applicable bargaining unit members. City and Union are referred to herein as the "Parties."

Timely maintenance of city facilities, to include pesticide application, is important to the upkeep of the city. The following additional pay is intended to incentivize and compensate employees (incumbents and future hires) who obtain and maintain the Washington State Pesticide Public Operator license (*Right-of-Way Weed Control* or *Aquatic Pest Control* category).

The Parties hereto agree as follows:

A. COMPENSATION

1. All regular full-time IUOE employees (excluding those classifications separately covered by MOU-2022-05-IUOE) in the Public Works Department who obtain and maintain a Washington State Pesticide Public Operator license (*Right-of-Way Weed Control* or *Aquatic Pest Control* category) who are not otherwise required by their current job description to obtain said license and who are identified by the Public Works Director as desirable to meet the division's needs are eligible to receive an additional forty cents ($.40) per hour for all hours worked plus leave hours. This additional pay does not apply to leave cash-outs or buy-outs.

2. The City will compensate up to two (2) eligible employees in each of the following Public Works divisions: Water Maintenance, Wastewater/Stormwater Maintenance, and Solid Waste Disposal. Should more than two (2) employees express interest in obtaining a Washington State Pesticide Public Operator license, selection will be based on seniority, and a wait list will be created.

3. The additional pay made available through this MOU will be effective the first day of the pay period following the City's receipt of proof that the license has been awarded by the appropriate agency.

4. If an employee transfers to another division or is demoted, the employee will no longer be eligible to receive the additional pay as of the effective date of the transfer or demotion. The vacancy created by the transfer or demotion will create an opportunity for another employee in the division to obtain the license.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

Contract No. 11-22
MOU # 2023-04-IUOE

Memorandum of Understanding
between the
City of Richland
and the
International Union of Operating Engineers, Local 280

WASHINGTON STATE PESTICIDE PUBLIC OPERATOR PAY

The City of Richland ("City") and the International Union of Operating Engineers, Local 280 ("Union") enter into this Memorandum of Understanding (MOU) pertaining to Washington State Pesticide Operator pay for applicable bargaining unit members. City and Union are referred to herein as the "Parties."

Timely maintenance of city facilities, to include pesticide application, is important to the upkeep of the city. The following additional pay is intended to incentivize and compensate employees (incumbents and future hires) who obtain and maintain the Washington State Pesticide Public Operator license (*Right-of-Way Weed Control* or *Aquatic Pest Control* category).

The Parties hereto agree as follows:

A. COMPENSATION

1. All regular full-time IUOE employees (excluding those classifications separately covered by MOU-2022-05-IUOE) in the Public Works Department who obtain and maintain a Washington State Pesticide Public Operator license (*Right-of-Way Weed Control* or *Aquatic Pest Control* category) who are not otherwise required by their current job description to obtain said license and who are identified by the Public Works Director as desirable to meet the division's needs are eligible to receive an additional forty cents ($.40) per hour for all hours worked plus leave hours. This additional pay does not apply to leave cash-outs or buy-outs.

2. The City will compensate up to two (2) eligible employees in each of the following Public Works divisions: Water Maintenance, Wastewater/Stormwater Maintenance, and Solid Waste Disposal. Should more than two (2) employees express interest in obtaining a Washington State Pesticide Public Operator license, selection will be based on seniority, and a wait list will be created.

3. The additional pay made available through this MOU will be effective the first day of the pay period following the City's receipt of proof that the license has been awarded by the appropriate agency.

4. If an employee transfers to another division or is demoted, the employee will no longer be eligible to receive the additional pay as of the effective date of the transfer or demotion. The vacancy created by the transfer or demotion will create an opportunity for another employee in the division to obtain the license.

Docusign Envelope ID: 8AA9622D-D67D-4F61-B7B2-25508D008002

B. TESTING

The City acknowledges the costs associated with obtaining and maintaining the Washington State Pesticide Public Operator license. City agrees to provide director-approved training to prepare employees for licensure exams (if needed), and to pay for up to two (2) attempts by each selected employee to obtain the license. Training shall be subject to budgetary capacity and management determination of staff assignments to meet operational needs, both of which are at the sole discretion of management.

1. Should the selected employee(s) fail to schedule testing for a license within six (6) months of selection, or to schedule a second attempt to test within three (3) months of a first failed testing attempt, or fail to obtain the license after a second attempt, and if more than two (2) employees expressed interest during the selection period, the next employee on the list will be provided an opportunity to obtain the license. If no other employees expressed interest during the selection period and the selected employee remains interested in pursuing the license, the employee may choose to continue to do so at his/her own expense, including all costs and time associated with any future training and attempts to pass the exams.

2. After the license is issued, City agrees to provide training opportunities required for employees to maintain the license. City will, at its discretion, assign employees to qualifying training sessions, some which may require out-of-town travel. City will cover the costs of training, time, and travel consistent with FLSA obligations.

Disputes regarding the interpretation or application of this MOU shall be resolved pursuant to the grievance procedures outlined in the current CBA.

This MOU is non-precedent-setting and shall be effective upon complete execution by all signatories below. This MOU will remain in effect until incorporated into a future collective bargaining agreement, or superseded or terminated by mutual agreement of the Parties.

Dated this 11th day of November, 2024.

City of Richland:

HK

Jon Amundson, City Manager

Joe Schiessl, Deputy City Manager

Carlo D'Alessandro, Public Works Director

Lacey Paulsen, HR Director

IUOE Local No. 280:

Corey Stratton

Corey Stratton, Business Representative

Jonathan Maine

Jonathan Maine, Chief Steward