

2009 - 2010
COLLECTIVELY
BARGAINED AGREEMENT

BETWEEN

CITY OF WHITE SALMON

AND

COUNCIL 2
WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES

REPRESENTING

LOCAL 1533-WS
AFSCME AFL-CIO

JANUARY 1, 2009 - DECEMBER 31, 2010

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PREAMBLE

This Agreement entered into by the City of White Salmon hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Council 2, representing Local 1533WS, affiliated with American Federation of State, County, and Municipal Employees AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the bargaining unit consisting of all regular City employees except Chief of Police, Supervisors, Confidential Employees, Clerk Treasurer, Building Supervisor, and Temporary employees, for the purpose of establishing wages, benefits, hours and other conditions of employment for all employees

ARTICLE II - PRODUCTIVITY

It is mutually agreed that the Employer, and the Union, shall work together individually and collectively to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of City Government.

ARTICLE III – DEFINITIONS

3.1: Definitions:

The following definitions apply throughout the contract:

A) Anniversary Date:

Original entry date into City services as adjusted by leave without pay or break in service.

B) Call Out Time:

A time when an employee is called to perform non scheduled work.

C) Compensatory Time:

Time off in lieu of cash payments for overtime.

D) Dismissal:

The termination of employment of a regular employee pursuant to Article VIII.

E) Holidays:

Paid non-work days for City employees are established and as provided in Article IX of this Agreement.

F) Immediate Family:

Includes members of the employee's family which include spouse, son or daughter, step children, mother or father, step mother or step father, mother-in-law or father-in-law, or any person who is a resident of the employee's household and dependent on them for medical care.

G) On-Call Time:

The period of time when an employee is required to wait with restricted activity in anticipation of being called out to work.

H) Overtime:

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City of White Salmon

Original with Signatures

Work authorized and performed in excess of the scheduled workday or workweek. It is payable at the time and one-half (1 1/2) rate only for hours in excess of forty (40) per week. Holiday pay, including Floating Holidays, and Personal Days, and the numbers of hours paid for training per Section 20.1 (D), shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours in a week. Vacation Leave, Sick Leave, Comp. time, and Bereavement Leave, shall be considered as "time worked".

I) Position:

A group of duties and responsibilities normally assigned to an employee.

J) Probationary Employee:

For Municipal Employees: An individual working for pay during their first six (6) months of employment from date of hire, unless the probationary period is extended, consistent with paragraph K of this Article. A probationary employee may be terminated without cause.

For Uniformed Employees: An individual working for pay during the first six (6) months of employment immediately following completion of the academy (for the new officers) or from the date of hire (for lateral transfers) unless the probationary period is extended, consistent with paragraph K of this Article. A probationary employee may be terminated without cause.

K) Probationary Period:

A trail period of employment during which an employee may be terminated without cause. The probationary period shall continue for six (6) months from the date of hire, unless extended by the Employer for reasonable cause or by agreement. In no event shall the probationary period of any regular employee continue for more than 12 months from the date of hire.

L) Regular Employee:

A regular employee of the Employer does not include probationary employees or temporary employees.

M) Temporary Employee:

An employee, either full time or part time, who is employed by the City less than six (6) months per calendar year.

ARTICLE IV – UNION MEMBERSHIP

4.1: Union Membership:

All employees in the bargaining unit shall, within 30 days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122(1).

4.2: Payroll Deductions:

The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorized the City to do so, which authorization shall be in writing and signed by each person authorizing such deductions, and filed with the City. The City shall transmit to the Washington State Council of County and City Employees (W.S.C.C.C.E.), P.O. Box 750, Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made.

ARTICLE V – MANAGEMENT RIGHTS

5.1: Management Rights:

Except as may be modified or reduced by statute articles of this contract, the Employer retains the right to manage, direct, and control employees. Such rights may include but not be limited to:

- A)** Direct the normal work activities of employees, covered by this Agreement within the description of the employee's job classification;
- B)** Hire, promote, transfer, assign, evaluate, and retain employees of the unit and to suspend, demote, discharge or take other disciplinary action against employees;
- C)** Separate employees because of lack of work or lack of funds;
- D)** Maintain the efficiency of Employer.

5.2: Retention of Rights:

The retention of these rights does not preclude any employee, or the Union from filing a grievance or seeking a review of the exercise of this right in a particular case, nor Employer and the Union from utilizing the procedure.

ARTICLE VI - LABOR MANAGEMENT COMMITTEE

6.1: Participation:

All collective bargaining with respect to wages, benefits, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

6.2: Communications:

Labor/Management Committee: In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Union/Employer Committee, to consist of no more than two (2) members appointed by the Union with the W.S.C.C.C.E. Staff Representative and no more than two (2) members appointed by the Employer with the Mayor. A designated representative shall serve as a chairman and shall preside at the meetings.

6.3: Agreements:

Agreements reached between the parties to this Agreement shall become effective only when signed by the W.S.C.C.C.E. Staff Representative, Local 1533WS official, and the Mayor or Employer's designee.

6.4: Scheduling:

Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date the request for a meeting is made. Such request shall be in writing and contain the item(s) and/or topic(s) at issue.

6.5: Agenda:

Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party. The party requesting the meeting shall furnish the other party with a copy of the final agenda three (3) working days prior to the date of the meeting.

6.6: Scope:

The agenda shall be limited to items which are of a group, rather than individual, interest and/or concern.

6.7: Minutes:

Minutes will be taken by a person designated by the Chairperson. Minutes shall consist of the topics/items discussed and disposition of each. Disposition of matters covered in a labor management meeting shall not conflict, add to, or otherwise modify the terms and conditions of this basic Agreement. Copies of the minutes shall be signed jointly by an Employer designee and a member designated by the Union who participated in the meeting. These minutes shall be available for signatures within five (5) working days after such meetings.

6.8: Pay Status:

Employees participating in such meetings as representatives of the Union shall receive their regular salary from the Employer.

6.9: Timelines:

The Employer will discuss proposed changes in employees working conditions with representatives of the Union. Such discussions should be 14 days in advance of the implementation dates, in order that reasonable alternative proposals can be considered.

6.10: Resolution:

The Committee may not intervene in, add to, or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance which has been reduced to writing and/or has passed Step 1 of the grievance procedure. The Committee shall be a means of resolving potential conflicts and possible grievance(s), communicating short and long term projects and goals of both the Employer and the Union, and for the general sharing of information.

ARTICLE VII - EMPLOYEE RIGHTS

7.1: Personal and Private Life:

The private and personal life and activities of the employee, unless representing a conflict of interest, unless directly detrimental to the employee's work performance or to the programs administered by the Employer, are not legitimate grounds or cause for disciplinary, discriminatory or other comparable actions initiated by the Employer.

7.2: Written and Signed Complaints:

In the event of charges or complaints made to Management against any employee, except where there is clear and immediate danger to person(s) or property, no Management disciplinary action shall be initiated in response to such charge or complaint until the employee has been apprised of the allegation and has had reasonable opportunity to respond, in which instance the employee shall be informed of the identity of the person or party making such charges or allegations. If Management determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of rights of appeal and representation, as provided by Local 1533WS and the grievance procedure.

7.3: Personnel File Review:

Each employee or a designated representative (with written authorization from the employee) shall have access to the employee's personnel file for the purpose of grievances and disciplinary actions or other proper purposes. All information that becomes a matter of record and is inserted into the employee's personnel file shall be brought to the attention of the employee at the time of insertion. The employee shall have ample opportunity to respond and either challenge the appropriateness or validity for inclusion in the personnel file or insert in the personnel file documentation the employee thinks necessary to challenge contentions made in the material. Employees or their designee have the right to examine their personnel file as is maintained by the City of White Salmon Personnel Department. A copy of any entry pertaining to job competence or conduct will be given to the employee.

7.4: Representation:

Employees shall have the right to representation at any meeting between Employer and the employee if said meeting is called for disciplinary consideration adversely affecting their conditions of employment.

7.5: Safe and Healthful Working Conditions:

The Employer and employee(s) will cooperate in the endeavor to maintain safe and healthful working conditions. The Employer agrees that no employee should work or be directed to work in a manner or under conditions that do not at least comply with minimum accepted safety practices or standards as established by the Washington State Division of Safety. Said practices and standards shall include a regular schedule of compliance with the State of Washington for Accident Prevention training for all employees.

7.6: No Discrimination:

There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of Union membership, race, religious creed, color, national origin, age, sex, marital status or physical handicap.

7.7: Aggrieved Employee:

Any employee within the bargaining unit who may feel themselves aggrieved, may seek their remedy by the grievance procedure provided in this Agreement.

7.8: Changes to Work Rules:

Employees shall be made aware in writing of new or changes to existing, work rules, a ;minimum (emergencies excepted) of seven (7) calendar days prior to the effective date of the change.

ARTICLE VIII - DISCIPLINE/WORK RULES

8.1: Causes:

The Employer may reprimand, suspend, discharge, or terminate an employee for the following causes, but not limited thereto:

- A)** Consuming or reporting for duty under the influence of intoxicants or illegal drugs excluding drugs taken by prescription while on duty.
- B)** Disobedience to a legal request by the employee's supervisor.

- C) Incompetence; inability to comply with or support goals of the Employer relating to the amount and quality of work.
- D) Deliberate destruction of Employer's or another employee's property.
- E) Neglect of duty.
- F) Unexcused discourtesy to the public.
- G) Refusal to comply with policies and rules of the Employer.
- H) Disorderly conduct.
- I) Sleeping on duty.
- J) Giving or taking of a bribe of any nature.
- K) Failure to report for duty without a bona fide reason.
- L) Excessive absenteeism for any reason except illness while employee is receiving sick leave, annual leave, or is on an approved leave of absence.
- M) Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedure.
- N) Misuse of sick leave policies.
- O) Violation of No Strike Clause.
- P) Failure to promptly report to the supervisor, on the job injuries or accidents involving employees, equipment, property, or visitors.
- Q) Frequently reporting late for work.

8.2: Scope:

The disciplinary actions which the Department Head may take against an employee include:

- A) Oral reprimand
- B) Written reprimand
- C) Suspension from work without pay

D) Discharge or termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct as determined by the Employer. The above-enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove.

8.3: Termination for Cause:

The Employer may suspend, discharge or terminate an employee for cause. The specified charges shall be made available to the employee in writing and notice shall be given to the Union at the time action is taken unless Section 8.4 is applicable. An employee may not be suspended for more than thirty (30) days.

8.4: Immediate Termination:

When circumstances are such that retention of the employee will likely result in disruption of City programs, damage to or loss of City property or be injurious to the City employee, fellow employees or the services provided by the City, the Employer may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the City no later than three (3) working days after the action became effective, with a copy sent to the Union office 701 N. 1st Street, Suite 102, Yakima, WA 98901.

8.5: Notification and Representation:

The limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Employer.

8.6: Additional Just Rules:

The Employer may prepare, issue and enforce additional rules and safety regulations not specially outlined above, necessary for safe, orderly and efficient operations.

8.7: Work Rule Changes:

When existing work rules are changed or new rules are established, they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.

8.8: Rules and Compliance:

Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, that reasonable notice has been given of the existence of the rule.

- A) Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- B) Employer will make a good faith effort to enforce rules uniformly.

8.9: Suspension with Pay:

At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform their duties. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.

8.10: Written Reprimand:

Written reprimands shall be removed from the employee's personnel file after three (3) years if no similar violations have occurred. If there are similar violations then both reprimands will remain in the personnel file for an additional three (3) years.

ARTICLE IX - HOLIDAYS

9.1: **Holidays:**

The following days shall be recognized and observed as paid holidays:

January 1	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving
December 25	Christmas Day

* One floating holidays per calendar year, not to be carried over

** The floating holiday per calendar year may be selected at by the employee's discretion. The Employer shall determine the number of Employees on Floating Holiday Leave at any one time.

A) Saturday/Sunday Holiday: Whenever a paid holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a paid holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

B) Worked Holidays: If an employee works on a paid holiday, they shall receive Holiday Pay of two and one-half (2 1/2) times their regular hourly wage for each hour worked up to and including the number of hours in their scheduled work shift, worked on such Holidays. Time worked over the number of hours in the scheduled work shift will be compensated at a total of one and one half (1 1/2) times the employee's regular straight time hourly wage. Compensatory time off, computed at these same rates, may be taken in lieu of Holiday Pay, at the employee's choice.

ARTICLE X - ANNUAL LEAVE

10.1: Accrual:

The annual vacation leave allowance shall be earned annually based on the following schedule:

- A)** Two week if service is 6 months but less than 5 years.
(at least 6 months, through completion of the 60th month)
- B)** Three weeks if service is 5 years through 7 years.
(at least 60 months, through completion of the 84th month)
- C)** Four weeks if service is 7 years through 17 years.
(at least 84 months, through completion of the 204th month)
- D)** Five weeks if service is 17 years. through 25 years.
(at least 204 months, through completion of the 300th month)
- E)** Six weeks if service is over 25 years.
(300 months or more)

10.2: Time Worked:

Vacation with pay will be given to all full time employees during each vacation base year in accordance with other provisions of this section. Vacation and holiday time shall be counted as time worked for this purpose.

10.3: Hourly Rate:

Full time employees shall be paid vacation periods at their basic straight time hourly rate or straight time equivalent without overtime or other premium of any kind as of the time the vacation is taken.

10.4: Accumulation:

Unused vacation leave will be accumulated however, the amount of such accumulated leave carried over to the succeeding calendar year will be limited to eighty (80) hours, at the discretion of the employee. The Employee shall notify to Clerk Treasurer in writing, by December 15, of vacation leave to be carried over to the following year.

10.5: Use:

- A)** Vacation time will be figured on an annual basis from January 1 to December 31. An employee with six (6) months service will be permitted vacation on a prorated basis, according to the number of months worked at the end of the calendar year. An employee shall have performed a minimum of six (6) months work full employment, and not part time, before such employee shall be eligible for vacation as aforementioned.
- B)** Employees shall be required to take a minimum of five (5) consecutive working days of vacations per year. An employee may buy back vacation time at the end of the year with the recommendation from the Mayor prior to it going to City Council for approval of the buy back time.

10.6: Holiday:

Whenever a holiday which would have been included in an employee's work schedule falls within the employee's paid vacation period, the City shall, in each case, grant an additional day of paid vacation in lieu thereof.

10.7: Illness:

Employees who become ill while on approved vacation time or compensatory time may utilize sick leave for the period of illness subject to the provisions of Article XI - Sick Leave provided the employee, immediately upon becoming ill, notifies their immediate supervisor. Upon return to work, the employee may be required by the Employer to present a written doctor's certificate stating the extent and length of the illness.

10.8: Termination:

An employee whose services are being terminated for any reason, shall be granted payment for any vacation earned and not already taken during the year in which termination occurred.

- A)** However, in the instance of front loaded vacation hours, for which the employee has not worked the corresponding number of months, said unearned front loaded vacation hours may be deducted accordingly from the terminating employee's final paycheck, by the Employer.

10.9: Cumulative Use:

Vacation shall be taken by the employees in a cumulative time of not more than two (2) week intervals unless prior approval be given by the Mayor.

10.10: Preference:

Employees shall post vacation preference on or before April 1 of each succeeding year. Selections from such preferences shall be made on a seniority basis of employment in determining the time of vacation selections for the first requested segment of vacation leave only, when more than one (1) requested segment of vacation leave is selected by the employee. "Segment" shall be defined as a group of consecutive days requested for vacation, i.e. one week, two weeks, etc. Vacation scheduling shall supersede any compensatory time used. The employer shall determine the number of employees on vacation leave at any one time.

ARTICLE XI - SICK LEAVE

11.1: Earned:

Sick leave is earned at the rate of ten (10) hours per month with accumulation being limited to 1,000 hours.

11.2: Usage:

Sick leave may be taken for any of the following reasons:

- A)** Illness or injury or temporary disability (such as pregnancy) which incapacitates the employee to the extent that they are unable to perform their work. After the first three (3) consecutive days sick leave, a doctor's certificate may be required by the Employer.
- B)** Health care appointments for employees or their immediate family.
- C)** Quarantine of employee due to exposure to a contagious disease.
- D) On The Job Injuries:** Any employee receiving sick leave with pay, who is eligible for time loss payments under the Workman's Compensation Law may be paid full salary (sick leave) and on receipt of time loss payment may endorse such payments to the City to restore a portion of their used sick leave based upon the following formula:
 - 1)** Time loss payment divided by the employee's regular sick hourly rate of pay equals hours of leave to be restored.

11.3: Number of Day:

Employees may only use the actual number of days sick leave accumulated.

11.4: Payment:

An employee shall receive payment for accumulated sick leave in accordance with the following conditions and limitations:

- A) Upon retirement, an employee shall receive payment for twenty-five percent (25%) of accumulated sick leave.
- B) In the event of death of any employee, the employee's estate shall receive payment for twenty-five percent (25%) of accumulated sick leave.

11.5: Notification:

Any employee who for any reason must take sick leave shall, as soon as possible, notify his immediate supervisor.

11.6: Partial Work Day:

Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

11.7: Substituted:

At the employee's option, annual leave may be used as sick leave.

11.8: Sick/Annual Leave Sharing Program for Catastrophic Illness:

A leave contribution program is established to permit employees to transfer a specified amount of annual or sick leave to another employee of the City of White Salmon. The recipient employee must: have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves (annual leave, sick leave, and compensatory time); have diligently attempted to accrue sick leave, and not be eligible for industrial insurance benefits. The donating employee may not request a transferred amount that would result in their leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis. This provision shall be administered by the Clerk Treasurer.

ARTICLE XII - OTHER LEAVES

12.1: Leave of Absence With Pay:

Leave of absence with pay may be granted for the following reasons:

A) Personal Leave:

All full time employees after one (1) year's service, will be granted two (2) days personal leave per year. The employee's supervisor must be notified to schedule a Personal Leave day. The Employer shall determine the number of Employees on a Personnel Leave day at any one time.

B) Bereavement Leave:

When it is necessary for a regular, full time employee to have time off for the death of an immediate family member, the employee shall be paid for the necessary time of absence to a maximum of three (3) consecutive days. However, additional time off may be granted up to a maximum of five (5) days, to be applied to accrued unused leave, upon the approval of the Mayor.

C) Court Leave:

All regular employees, submitting the proper documentation, shall be given court leave for the purpose of serving as a member of a jury or subpoenaed witness in Federal, State, County, or City Court. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for absence. All fees received for jury duty will be forfeited by the employee to the employer except those received for payment of mileage and related travel expenses.

D) Military Leave:

An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence without pay for a period not to exceed fifteen (15) working days each calendar year. Any working days taken beyond fifteen (15) calendar days must be charged as vacation leave.

Regardless of their status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter active duty in

the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like seniority, status and pay provided they apply for re-employment within 90 days of their discharge or separation, and present proof of honorable discharge or separation.

E) Special Meetings/Training and Education Leave:

Whenever it is deemed by the Department Head to be in the best interest of the City, an employee may be granted time off with or without pay to attend professional, technical institutes, conferences, special educational training, or job related education leave for a maximum period of ninety (90) days, unless otherwise authorized by the Mayor. Directly appropriate to the employee's position. A written request for education leave may be made by a regular employee as far in advance as possible, stating all pertinent details including length of time requested. A written reply to grant or deny the request will be made by the Department Head within thirty (30) days whenever possible.

F) Union Leave:

- 1) The Officer representing the Union, not exceeding one (1) in number, shall be granted leave from duty without any loss of pay for actual time spent for meetings between the City and the Union for the purpose of negotiating wages, hours and working conditions and the terms of a contract, or for processing grievances when such meetings take place at a time during which any such members are scheduled to be on duty. Actual time spent for meetings shall be limited to time spent in meeting and travel time. No Union member or Officer shall conduct any Union business on Employer time, unless authorized by the Employer.
- 2) One authorized representative as designated by the Union shall be granted leave from duty without pay for union business, such as attending labor conventions and educational conferences, provided that notices of such leave shall be requested and approved at least one week prior thereto by the immediate supervisor, and provided further that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed five (5) days in any fiscal year.

12.2: Authorized Leave of Absence Without Pay:

Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave of absence. Anniversary dates for the accrual of additional annual leave and for step increases shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status.

- A)** Requests for leave of absence without pay may be granted by the Mayor for a period not to exceed six (6) months. The employee shall submit a written request for leave without pay, to the Mayor stating the reason for the request and expected length of the absence.
- B)** An employee on authorized leave of absence without pay may elect to continue to participate in the City's medical and life insurance plan. Full cost of the coverage to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

ARTICLE XIII - STATE INDUSTRIAL INSURANCE

The City of White Salmon will share the cost of all employee's coverage under the State Industrial Insurance Act.

ARTICLE XIV - MEDICAL BENEFITS

14.1: Medical, Dental, & Vision Insurance:

The Employer will pay the health insurance premium per employee and their spouse and/or dependents directly to the Employers health insurance company. For purposes of this section, health insurance includes, medical, dental, and vision insurance. Effective January 1, 2009, each employee shall contribute eighty dollars (\$80.00) per month (via payroll deduction) directly towards the cost of health insurance premium.

Employee contributions exceeding ten percent (10%) of the spouse and/or dependent coverage costs of the insurance premium shall be placed in the employer's health insurance suspense fund. Any increases to the ten percent (10%) of the spouse and/or dependent premium not covered by the eighty dollar (\$80.00) employee contribution during the term of this CBA will be taken from the employer's health insurance suspense fund.

14.2: Life & Disability Insurance:

The City shall pay for a Life Insurance plan for regular employees in the face amount of twenty-five thousand dollars (\$25,000) per employee and a short-term disability policy at the cost of one hundred dollars (\$100.00) per employee per year.

ARTICLE XV - RETIREMENT SYSTEMS

The City is under the Public Employees Retirement System and the Law Enforcement Officers and Fire Fighters Retirement System, respectively, which are part employer contribution and part employee contribution.

ARTICLE XVI - UNEMPLOYMENT COMPENSATION

The City is a participant under the State Insured Unemployment Compensation Plan.

ARTICLE XVII - SENIORITY

17.1: Definition:

Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the City. No employee may have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of authorized leave of absence without pay or lay-off, the employee will not earn seniority during the period of absence. Seniority terminates when an employee resigns, retires, is discharged or is not rehired within one year of lay-off.

17.2: Consideration:

Seniority will be considered in the selection of employees requesting to work out of classification.

17.3: Applicable:

Seniority shall prevail in requests for floating holidays and vacations.

ARTICLE XVIII - JOB POSTING, PROMOTIONS

18.1: Job Posting:

The Employer shall be the sole determiner as the need or necessity to fill any vacancy or new position.

- A)** If Employer determines the need to fill a vacancy or new position, said opening shall be posted for seven (7) calendar days, with copies to be posted within the affected department and or the central employee notice bulletin board in the City. A copy of the announcement will also be mailed to the Union (701 N. 1st Street, Suite 102, and Yakima, WA 98901) and employees on layoff status.
- B)** All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Personnel office on or before the closing date.

- C) The Mayor shall have the right to make a selection of the applicant for the position based on ability, past performance, experience, seniority and competence.
- D) This section shall not apply to temporary employees.

18.2: Promotions:

Insofar as practical, employees within the City of White Salmon will be considered prior to outside hires. Promotions to a higher job classification shall be according to seniority and ability.

- A) An employee who is promoted within the City of White Salmon who fails to satisfactorily complete the six (6) month work performance probation period, may revert to their former position. If the employee should decide they do not want the job, during the first six (6) months, the employee shall revert to their former classification without prejudice.
- B) Any employee who is promoted to a position in a class with a higher pay range, shall receive either the entrance pay step for the higher class or the next step which constitutes an increase over the salary received prior to the promotion.
- B) In the event of a question as to qualifications of an employee/applicant applying for a position, the determination as to qualifications of said employee/applicant shall be the decision of the Mayor and Department Head.

ARTICLE XIX - LAY-OFF AND RECALL

19.1: Order of Layoff:

Layoff, although not limited to the following, shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- A) Intermittent/Temporary employees, inclusive of student, casual, seasonal, and project workers.
- B) Probationary employees.

C) In the event of further reductions in force, employees will be laid off from the affected job classifications, giving initial consideration to seniority, provided however, consideration shall also be given to the ability of the employees to perform remaining work available without further training. When two or more employees have relatively equal experience, skill, and ability to do the work without further training, as determined by the Employer, the employees with the least seniority will be laid off.

19.2: Recall Status:

Employees who are laid off shall be placed on recall status for a period of one (1) year. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

19.3: Employees Recalled:

When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) working days after receiving the letter, either by written communication to the Employer or by personal notification.

19.4: Lay Off Status:

Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status.

19.5: Lay Off Accruals:

Benefits shall not accrue during lay-off. Employees recalled who accept the recall within one (1) year from the date of the layoff shall have previously accrued seniority and sick leave prior to layoff restored. Recalled employees shall not be required to serve a six (6) month probationary period.

ARTICLE XX - TRAVEL EXPENSES

20.1: Reimbursement:

The City of White Salmon will reimburse employees of said city for actual expenses incurred while traveling on City business as follows:

A) Lodging:

A standard of the amount authorized by the Office of Financial Management, State of Washington shall be allowed. However, additional amounts may be approved in advance by the City Council.

B) Food:

A standard of the amount authorized by the Office of Financial Management, State of Washington shall be allowed. However, additional amounts may be approved in advance by the City Council allocated as follows:

Breakfast:	25%
Lunch:	30%
Dinner:	45%

- 1) If a meal is furnished at a function for which City representative is attending on behalf of such city is a "high-cost" city, then the amount authorized by the Office of Financial Management, State of Washington shall be allowed.
- 2) If a meal is furnished at a function for which the City representative is attending on behalf of the City, then the amount allowed for the meal furnished will be deducted from the daily meal allowance.
- 3) No receipt shall be required for food.

C) Mileage:

When available, a City vehicle may be used for City business

- 1) Mileage for the use of personal automobiles on City business shall be paid at the rate as allowed by the General Service Administration (GSA), if a City vehicle is not available. If a City vehicle is available, and the employee uses their private vehicle, mileage shall be paid at one-half (1/2) the GSA rate.

- 2) Any other travel arrangements, for example airfare, bus fare, or train fare, shall require prior approval by the City Council.
- 3) Those expenditures approved in advance by the City Council may exceed the above limits.

D) Time Worked:

Time spent traveling to and from training seminars and time spent at training seminars will be paid by the City as straight time only. The number of hours paid will be counted as “time worked” for the purpose of determining whether an employee has “worked” forty (40) hours in a week, but time spent traveling to and from training seminars and time spent at training seminars will not be considered overtime.

20.2: Fees:

Registration fees for meetings, conferences, or conventions shall be paid by the City.

20.3: Exclusions:

Alcoholic beverages shall be excluded from any reimbursement.

20.4: Reimbursable Calls:

Business telephone calls shall be reimbursable.

20.5: Non-reimbursable expense:

Non-reimbursable expenses include:

- A) Travel paid by other organizations
- B) Alcoholic beverages
- C) Valet service
- D) Meals and extra costs of accommodations for a spouse, or guest
- E) Tour bus fees
- F) Personal telephone calls
- G) Mileage if traveling with someone else who claims mileage.

20.6: Reimbursements Allowed:

Such reimbursements shall be allowed only when such expenses are properly documented in a manner and on a claim form as developed by the Clerk Treasurer.

20.7: Receipts:

Except as set forth herein, receipts shall be required unless there is a reasonable explanation why a receipt is unavailable, such as one being lost. The claim form shall provide for the submittal of claims by swearing on the claimant's oath. In the case of a travel advance, the submittal of the Claim for Expenses must be made within ten (10) days from the date of return.

ARTICLE XXI - HOURS OF WORK

21.1: Regular Hours:

A) For Municipal Employees:

The regular hours of work each day shall be eight (8) consecutive hours except for interruption for lunch periods, which shall be excluded for the workday. Alternative schedules may be implemented with written agreement between Employer and Employee in advance of implementation. Alternative schedules may include but not limited to four (4) ten (10) hour days, eight (8) nine (9) hour days and one (1) eight (8) hour day within a two week period. During adverse weather conditions, employee's hours may be altered to meet safety needs of the public.

B) For Uniformed Employees:

The regular hours of work each day shall be ten (10) consecutive hours. The ten (10) hour work day shall contain paid lunch period as close to mid shift as possible and two rest periods as close to the mid point of each shift half as possible. Uniformed employees understand that their paid lunch may be interrupted. During adverse weather conditions, employee's hours may be altered to meet safety needs of the public.

21.2: Work Week:

A) For Municipal Employees:

The workweek shall be forty (40) hours of work, exclusive of meal period. The workweek shall be five (5) eight (8) hour days Monday through Friday. Alternative schedules may be implemented with written agreement between Employer and Employee in advance of implementation. Alternative schedules may include but not limited to four (4) ten (10) hour days, eight (8) nine (9) hour days and one (1) eight (8) hour day within a two week period.

B) For Uniformed Employees:

The workweek shall be forty (40) hours of work, inclusive of meal periods. The workweek shall be four (4) ten (10) hour days as agreed between the parties.

- 1) Each employee shall be assigned to a definite and regular shift and workweek. Except for emergency, the shift shall not be changed without prior notice to the employee of two (2) calendar weeks, if possible, or as soon as possible; provided, however, this notice may be waived by the employee.

21.3: Rest Periods:

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

- A) The rest period shall be on the job site unless the Employee is able to leave and return to the job site within the fifteen (15) minute period.

21.4: Meal Periods:

For All Employees:

The workday will provide for at least a one-half (1/2) hour meal period to be scheduled as near mid-shift as possible. If the employee chooses to leave the job site for the meal period, travel time to and from the meal will be included in the one-half (1/2) hour meal period.

ARTICLE XXII - OVERTIME

22.1: Overtime:

Time and one-half (1½) the employee's hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. Overtime distribution will be determined by seniority, wherever possible.

A) Weekly:

All work performed in excess of forty (40) hours in any workweek, with exception to nine (9) hour alternative work schedule as referenced in Article 21.2.

22.2: Call Out Time/Scheduled Shift:

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½). If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call rate of time and one-half (1½) until his regular shift begins.

- A)** To maintain time efficiency, the Department Supervisor will be notified on any call lasting longer than two (2) hours, to make a determination if more personnel are needed.

22.3: Compensatory Time Off:

- A)** If compensatory time off is used as the method of paying employees for overtime work the overtime rate of pay shall one and one-half (1½) hours compensatory time off for each hour of overtime worked. The employee may elect payment of overtime or compensatory time off. Compensatory time off shall be taken at a time approved by the Supervisor, within a reasonable period of time after the Compensatory Time is earned.

- B)** Compensatory time off may be accrued to a maximum of two hundred and forty (240) hours for Municipal employees and four hundred and eighty (480) hours for uniformed employees. Compensatory time may be carried over from one (1) calendar year to the next but cannot exceed the number hours listed above in any calendar year, unless the Employer approves additional accrual because of emergency or other unusual circumstances. Compensatory time will be used within One (1) year from the time that the compensatory time is earned. Any employee currently having in excess of one hundred(100) hours of compensatory time must use those hours within five (5) years. If an employee has compensatory time accrued that he/she may lose by not having the opportunity to use the compensatory time within the defined timeframe, that employee may request to carry over that time beyond the one (1) year period . Any such request must be made by December 1st of given year and be approved by the supervisor.

ARTICLE XXIII - STANDBY PAY

23.1: Standby Pay:

If the scheduled employee cannot fill their "standby" obligation, it is their responsibility to find an employee to take their place.

- A)** Standby starts at 4:30 p.m. Friday or end of Friday's shift and continues until 8:00 a.m. or normal starting time the following Monday, and from 4:30 p.m., or end of shift and continues to 8:00 a.m., or normal shift start time, Monday through Friday. Municipal employees designated for on call status shall be provided a maximum of thirty (30) minutes for emergency situation response time. However, response should be effected as soon as reasonably possible.
- B)** The Standby time will be paid at the rate of one dollar and seventy six cents (\$1.76) per hour, plus applicable COLA adjustments effective January 1, of each year for each employee on Standby.
- C)** Standby time will be shared equally with all employees in water, street, garbage, parks and recreation, on a rotation basis. Scheduled persons may exchange "standby" shifts on a seniority basis.
- D)** A pager or Cellular phone for City business will be provided by the City for the employee on Standby.

- E) Holidays shall be paid at double (two times) the regular stand by rate for stand by time.
- F) A city vehicle will be furnished for the standby person at all times during their standby status, to be used for City business only.

ARTICLE XXIV - WAGES

24.1: 2009 Wages:

Effective January 1, 2009 the wage scale in effect on December 31, 2008, employees shall be paid in accordance with Appendix "A" which reflects a two point four percent (2.4%) cost of living adjustment as explained below.

24.2: 2010 Wages:

Effective January 1, 2010, the wage scale in effect on December 31, 2009, shall receive an adjustment to reflect one hundred percent (100%) of the July 2008 to July 2009 Portland Index for Urban Wage Earners and Clerical Workers as reported by the Federal Bureaus of Labor Statistics.

24.3: Monthly Draw:

Employees may elect to draw not more then fifty percent (50%) of their monthly salary by submitting a written request to the Clerk Treasurer. Said request shall be effective for those months designated by the employee. The draw shall be payable not later than the 15th day of the month.

24.4: Pay Day:

The relevant time card(s) shall be presented to the Clerk/Treasurer by the end of the day on the 26th of the month. Employees shall be given their paychecks on the last working day of each month.

24.5: Step Increases:

Employees shall be given a step increase after six (6) months of employment and every anniversary date thereafter, subject to a satisfactory performance evaluation, to be performed within 30 days of the employee's anniversary date, until they reach the top of their pay range. However, failure of the City to meet scheduled performance evaluations in a timely manner shall not preclude the employee from achieving a salary step increase due him/her.

Uniformed Employees in Range 310 shall be given a step increase after six (6) months of employment and every six months thereafter, subject to a satisfactory performance evaluation, to be performed within 30 days of the employee's date of step increase, until they reach the top of their pay range. However, failure of the City to meet scheduled performance evaluations in a timely manner shall not preclude the employee from achieving a salary step increase due him/her.

24.6: Steps Range for Position Classifications:

250	Secretary/Clerk,	Step 12 to 18
250	Utility Clerk	Step 12 to 18
260	Deputy Clerk	Step 14 to 22
265	Associate Planner/Adm. Assistant	Step 14 to 22
310	Police Officer (6 mo. Basic Training)	Step 22
	Police Officer (Active Duty)	Step 24 to 32
320	Investigator (Detective)	Step 32to 33
330	Sergeant	Step 33 to 34
410	Deputy Director of Public Works	Step 27 to 30
420	P/W Field Operations Foreman	Step 21 to 26
420	Mechanical Shop Foreman	Step 21 to 26
470	Cross Connection Specialist	Step 18 to 24
470	Certified Operators	Step 15 to 21
480	Non-Certified Operators	Step 12 to 14

When an employee is acting in capacity for a different position, that employee will automatically receive the immediately higher step in the new position's range for the duration of the acting in-capacity responsibilities, not to exceed eight (8) weeks per year.

24.7: Compensation for Certification:

A) For Municipal Employees: Effective January 1, 2000, the Employer will provide the following incentive for each certification as follows:

- 1) Subject to the determination of the Director of Public Works, each employee who properly obtains and maintains a certification (WD I, WD II, WD III, or WD IV), will receive a one-time, additional, separate compensation of five hundred dollars (\$500.00) for each certification. The Employer will pay for the required license and the required medical/physical.
- 2) Water Distribution Manager II is the minimum class level an employee is mandated to have by the regular agency.

B) For Uniformed Employees:

- 1) To be in compliance with the contract and in an effort to enhance the uniform employee's job performance, to better serve the community by detecting, investigating, and arresting the intoxicated or impaired driver the city will implement a certification pay for Uniformed Employees. This shall be in the form of a one time payment for successful completion of the National Field Sobriety Testing Program, (NSFT). The payment shall be \$500.00. All full time uniformed employees are eligible for this one time certification.
- 2) Beginning in 2011 and every three (3) years hence and prior to collective bargaining unit negotiations, a review of law enforcement salaries for comparability will be performed by the Personnel Committee in consultation with the Mayor and Chief of Police for recommendation to City Council

ARTICLE XXV - NO STRIKE/NO LOCKOUT

The Union and the bargaining unit membership shall not strike, slow down, stop work, or otherwise interfere with the Employer's operations during the term of this Agreement. The Employer shall not lockout employees during the life of this Agreement.

ARTICLE XXVI - OUT OF CLASS PAY

When an employee crosses over into a higher wage scale/job classification, one or the other, for more than two (2) consecutive weeks, on a full time basis, that employee will be compensated at the higher rate of pay. When an employee crosses over into a lower wage scale/job classification said employee will remain at current rate of pay.

ARTICLE XXVII - CLOTHING AND SAFETY EQUIPMENT

The City will pay and provide the following for employees in Water, Streets, Garbage, Parks, and Recreation Departments:

- Hard hats,
- Coveralls,
- Rain gear (jackets & pants),
- Rubber boots,
- Gloves,
- Safety vests (orange),

and any other safety equipment needed or required to do their jobs, as determined by the Employer, and required by applicable WISHA laws.

ARTICLE XXVIII - LONGEVITY PAY

YEARS OF SERVICE	LONGEVITY COMPENSATION
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2009 – 2010 CBA
Local 1533WS
City of White Salmon

Original with Signatures

PERCENTAGE OF BASE PAY	
At least 5 years and less than 10 years	1%
At least 10 years and less than 15 years	2%
At least 15 years and less than 20 years	3%
20 or more years	4%
The percentage shall not be cumulative.	

Example 1: Five (5) years service: One percent (1%) will be added to year six (6). That same increase shall apply but not be further increased until the next scheduled longevity increase.

Example 2: An employee with twenty years service will receive a four percent (4%) increase over their regular base salary, which is the base salary plus step increases, but not including previously granted longevity pay increases.

ARTICLE XXIX - GRIEVANCE PROCEDURE

29.1: Definition:

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances or disputes which may arise shall be settled in the following manner.

A) Procedure:

Step 1: Informal Resolution:

Within twenty-eight (28) working days from its occurrence or the date on which the employee first became aware of it, the aggrieved shall discuss the grievance with their immediate supervisor, with a shop

steward present if the employee so desire. It shall be discussed verbally and if settled no further action shall be taken.

Step 2: Written Grievance:

If not resolved on an informal discussion, the employee shall submit their grievance to the employee's immediate supervisor within twenty-one (21) days of the date the informal resolution was attempted. The written grievance shall include the following:

- 1) The facts on which the grievance is based.
- 2) The provision of this Agreement to which the dispute relates;
- 3) The remedy sought and;
- 4) The signature of the employee.

The immediate supervisor shall investigate the grievance and provide a written response within twenty-one (21) days from the date the written grievance was submitted to the supervisor.

Step 3: Administration:

Provided the grievance is not settled satisfactorily at Step 2, the grievance shall then be submitted by the Union Representative or their designee and to the Employer in writing within twenty-one (21) days of the response at Step 2. The Employer shall schedule a meeting with the Union within twenty-one (21) days from the date of this submission and respond in writing within twenty-one (21) days of the meeting.

Step 4: Mediation:

A mediation panel shall be composed of a Union and a Employer Representative and a mutual umpire. The umpire shall be selected by mutual agreement, or shall be a mediator from PERC. No issue shall be referred to Arbitration until a neutral umpire and one of the

other panel members certify that they have failed to handle the matter satisfactorily.

Step 5: Arbitration:

If the grievance is still unsettled, either party may, within fifteen (15) working days says after the response of Administration is due, request arbitration by the Public Employment Relations Commission (PERC). PERC shall be requested by either or both parties to provide an arbitrator. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their final decision within thirty (30) days after the conclusion of testimony and argument.

29.2: Mutual Time Frames:

Time frames indicated may be extended by mutual agreement at any step of the grievance procedure.

29.3: Arbitrator's Expenses:

The arbitrator's expenses and service fee shall be paid by the losing party, as determined by the arbitrator.

Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing they pay for the record and make copies available without charge to the other party and the arbitrator.

29.4: Arbitrator's Power:

The Arbitrator shall not have the power to alter, modify, amend, add to, or subtract from, any of the terms of this Agreement, or substitute their judgment for that of the parties.

ARTICLE XXX - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

ARTICLE XXXI - SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

ARTICLE XXXII - TERMINATION

This Agreement shall be deemed effective from and after the 1st day of January, 2009 and shall terminate on December 31, 2010, provided, however, that this Agreement shall be subject to such periodic changes or modifications as

may be voluntarily and mutually agreed upon by the parties hereto during the term hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of December, 2008.

FOR THE UNION:

FOR THE EMPLOYER:

_____/_____
Yvette Lewis, / Date
Staff Representative

_____/_____
Dave Poucher, Mayor / Date
City of White Salmon

_____/_____
Tom Smith, Local 1533WS / Date
President

_____/_____
Bob Landgren, Councilperson Date
City of White Salmon

_____/_____
Dixie Walker, Local 1533WS Date
Negotiating Team

_____/_____
Leana Johnson, Councilperson Date
City of White Salmon

_____/_____
Josh Gines, Local 1533WS / Date
Negotiating Team

APPENDIX "A"

Compensation Plan: Salary Schedule by Steps 2009 Wages 4.1% COLA

STEP	MONTHLY	HOURLY
1	\$1,778.17	\$10.26
2	1,856.70	10.71
3	1,941.50	11.20
4	2,031.06	11.72
5	2,117.29	12.22
6	2,211.18	12.76
7	2,305.98	13.30
8	2,398.00	13.83
9	2,475.60	14.28
10	2,551.69	14.72
11	2,625.35	15.15
12	2,704.74	15.60
13	2,780.95	16.04
14	2,847.32	16.43
15	2,931.63	16.91
16	3,008.35	17.36
17	3,083.00	17.79
18	3,159.65	18.23
19	3,235.23	18.67
20	3,311.02	19.10
21	3,388.60	19.55
22	3,465.01	19.99
23	3,540.16	20.42
24	3,615.68	20.86
25	3,767.05	21.73
26	3,847.53	22.20
27	3,924.49	22.64
28	4,007.50	23.12
29	4,087.55	23.58
30	4,165.60	24.03
31	4,244.12	24.49
32	4,324.27	24.95
33	4,402.55	25.40
34	4,484.57	25.87

It is mutually agreed that the Employer and the Union shall work together individually & collectively to meet the production requirements to each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of City Government.