

- (o) Borrowing or taking tools, equipment, or other property of the Department for private or personal use; however, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedures.
- (p) Abuse of sick leave by falsification and/or misrepresentation.
- (q) Criminal conviction, or alternative disposition as a result of a criminal case.
- (r) Those items included in the Grandview Public Works Department Policies and Procedures Manual with proper notification to the Union.

19.2 Disciplinary action or measures shall include only the following:

- (a) Written counseling / coaching statement;
- (b) Verbal reprimand, which may be documented in writing;
- (c) Written reprimand;
- (d) Suspension without pay;
- (e) Demotion (where applicable);
- (f) Discharge (termination).

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 1: An employee and/or the Union shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without a Union representative and shall document the meeting with a memorandum signed by the employee and the supervisor. The supervisor shall respond to the grievance as quickly as possible, but not later than ten (10) days after the grievance is first discussed. If the supervisor fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than ten (10) days after the supervisor's response was due.

Step 2: If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Union shall submit written notice to the Department Head with a copy to the Union if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Department Head shall meet with the grievant and the Union and attempt to resolve the grievance. The Department Head shall respond to the employee or the Union in writing within ten (10) days after the meeting with a copy to the Union.

Step 3: If, within ten (10) days from receipt of the Department Head's reply, the grievance remains unadjusted, the grievance may be submitted to the City Administrator. The City Administrator may meet with the aggrieved party, the Department Head, and the Union representative, and shall respond within ten (10) days of the meeting, with a copy to the Union.

Step 4: If the grievance still remains unsettled, the parties may mutually agree to grievance mediation to be presided over by a PERC mediator. This mediation process must be concluded within a reasonable period of time. If mediation does not result in a solution then either party may submit the matter to arbitration within ten (10) calendar days from either parties' notification that mediation has not resolved the matter.

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

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

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

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

ARTICLE 21 - CONTINUATION OF WORK

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

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

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

ARTICLE 22 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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ARTICLE 23 - SAVINGS CLAUSE (Conformity to Law)

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

ARTICLE 24 - ENTIRE AGREEMENT

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

ARTICLE 25 - TERM OF AGREEMENT

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

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[next page for signatures]

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[SIGNATURE PAGE]

**SIGNED FOR THE CITY:
CITY OF GRANDVIEW**

By _____
Norm Childress, Mayor

Date _____

By _____
Cus Arteaga, City Administrator

Date _____

Attest _____
Anita Palacios, City Clerk

Date _____

Represented by:



Anthony F. Menke, Management attorney

**SIGNED FOR THE UNION:
TEAMSTERS LOCAL #760**

By 
Leonard Crouch, Secretary-Treasurer

Date 5-19-16

APPENDIX "A"
CITY OF GRANDVIEW
PUBLIC WORKS BARGAINING UNIT

WAGES FOR 2016, 2017, and 2018

Effective January 1, 2016, a 2% general increase.

Effective January 1, 2016, equity adjustments (catch-up) to the following classifications:

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

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

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

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

- Current employees, who were not grandfathered at a PW-4, shall be required to obtain and maintain the following certifications: First Aid/CPR card, Commercial Drivers License, and Flagging Card. In addition to these they will be required to obtain one of the following additional certifications as determined by the Department head: Pesticide License, Wastewater Operator 1, Water Operator 1, Cross Connection Specialist, Incident Command system, National Incident Management System, etc. Employee's who are moved to STEP "F" and have not acquired all of the required certifications shall have twelve (12) months to do so, and if they do not they will be subject to disciplinary action up to and including termination.
- The Employer will pay for reasonable costs to obtain required licenses or certifications. If an employee fails to pass the testing process to obtain a license or certification after one review class and no more than two testing occasions, the employee will then become responsible for any future costs incurred to obtain the required licenses or certifications.

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

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

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

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

APPENDIX "A"

**CITY OF GRANDVIEW
PUBLIC WORKS BARGAINING UNIT**

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

Wastewater Treatment Plant Operator

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

Water Plant Operator

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

Public Works Maintenance Technician

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

Building Official/Code Enforcement Officer

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

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APPENDIX "B" LONGEVITY PAY

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

Longevity schedule:

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



APPENDIX "C"

CITY OF GRANDVIEW PUBLIC WORKS BARGAINING UNIT

SUBSTANCE ABUSE POLICY & TESTING PROCEDURE

1.C. OBJECTIVE

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

2.C. POLICY

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

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

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

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

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

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

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

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

3.C SUBSTANCE ABUSE TESTING

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

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

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



4.C SUBSTANCE ABUSE TESTING PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.C. SELF-RECOGNIZED SUBSTANCE ABUSE

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

OCCUPATIONAL HEALTH SERVICES

(509-839-4191)

L. H. Butler, D.O., P.S.
Medical Director

Betty Joe Leija
Community Coordinator

CONSENT AND RELEASE FORM

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

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

Client signature and date

Witness and date

Client Social Security Number

Client name (printed)

The client must report to the office of L. H. Butler, D.O.,
803 Lincoln Ave., (Sunnyside Medical Center), Sunnyside, WA, or other facility as appropriate
for testing at _____ (time) on _____ (date)

Supervisor authorizing drug testing

**OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM**

Employee's name: _____

Date of observation: _____

Time of observation:

From: _____ a.m. _____ p.m.

To: _____ a.m. _____ p.m.

Location: _____

Observed personal behavior: Check all appropriate items

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

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

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

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

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

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

Above behavior witnessed by:

Signed _____ date _____
Month Day Year

Signed _____ date _____
Month Day Year

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

EMPLOYEE BRIEFING AND INSTRUCTIONS FOR DRUG TESTING

YOU HAVE BEEN SELECTED FOR URINE DRUG TESTING

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

In addition:

- A. Photo identification must be presented at the collection site or personal individual identification is necessary.
- B. You will be asked to remove any unnecessary outer garments such as a coat and jacket.
- C. All personal belongings like briefcases will remain with the outer garments. You may retain your wallet.
- D. You will be instructed to wash and dry your hands prior to providing a specimen.
- E. You will be provided a sealed collection container or bottle, or it will be unwrapped in your presence.
- F. Your specimen will be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- G. After handing the specimen bottle to the collector, you should keep the specimen in full view at all times until it is sealed and labeled. This protects you against the wrong label being put on your bottle or someone possibly tampering with your specimen.
- H. If the collection site person has reason to believe that you may have altered or substituted the specimen; the person will notify the City's Medical Review Officer. Should you tamper, adulterate, or in any way attempt to dilute the specimen, the collection site person will request authorization to collect a second specimen under direct observation by the same gender collection site person.
- I. You will be asked to initial the identification label on the specimen container for the purpose of certifying that it came from you.
- J. You will also be asked to provide information on the chain of custody form, Section VII on copies 3 through 6 only, and certify that the urine specimen identified as having



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

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

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

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AGREEMENT FOR CONTINUATION OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, _____.

THE CITY OF GRANDVIEW

By _____
Its _____

THE UNION:

By _____
Its _____

THE EMPLOYEE:

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WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

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

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2016 to: December 31, 2018
 New Account Renewal — Account No. 109965 Approximate No. of Covered Employees 16

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____
 Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC
 If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

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

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

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

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

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer _____ For Union Leonard J. Goud
 Title/Assn _____ Date _____ Title Secretary-Treasurer Date 5/19/16

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MEMORANDUM

TO: City of Grandview Mayor and City Council

FROM: Anthony F. Menke, Senior Partner, Menke Jackson Beyer, LLP

SUBJECT: Non-union Employee Salaries and Recommendations

DATE: May 24, 2016 REGULAR COUNCIL MEETING

The purpose of this Memorandum is to comply with the Mayor and City Council's directive to conduct a salary survey for non-union employees. The City Council authorized this salary survey at the August 11, 2015 regular Council meeting. The action is reflected in the Meeting Minutes at Section 7.B on page 3 as follows:

“On motion by Councilmember Moore, second by Councilmember Everett, Council unanimously directed the City Administrator to complete a salary and benefit comparison for non-union employees and recommend any changes during the budget process.”

1. Comparable City Jurisdictions

The comparable city jurisdictions used for the survey were: Cheney, College Place, Ephrata, Hoquiam, Othello, Selah and Toppenish. These are the same jurisdictions the Employer proposed as comparables during negotiations with the other bargaining units. Selection of the comparable cities is based on an analytical process which addresses population, assessed valuation, sales tax and Eastern Washington location.

2. Compilation and Comparison of Job Duties and Salaries

The job titles for the non-union positions in Grandview were matched to the applicable job titles for the comparable cities. The cities were contacted to find out about the job titles, the work and the compensation. When there was not a matching job title, then the 2015 AWC Salary Survey was used as a resource. Each year, the Association of Washington Cities conducts a comprehensive survey of salaries and benefits. The survey is an important service of AWC, providing city and county officials with comparable data to assist them in determining equitable wages and benefits for their staff. The recommendations for pay changes are based on the average maximum monthly salaries of the comparable cities mentioned above compared to the July 1, 2015 actual monthly salaries of the Grandview positions.

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3. Non-union Positions, Pay Differences, and Recommendations

Based on analysis of the wage data, all but one non-union position is compensated at the top of the Grandview classification pay scale as of July 1, 2015. The applicable 2015 and 2016 ordinance salary schedules are attached hereto as **Exhibit 1**. The one position currently not at the top of the Grandview classification pay scale is the City Treasurer. It is recommended that the City Treasurer remain at the current salary for 2016, and continue progressing through the pay scale based on satisfactory evaluations, reaching maximum salary within two years.

The table below shows the Grandview non-union positions, the July 1, 2015 Grandview maximum salary, the average of the comparable cities' 2015 maximum salaries or 2015 AWC survey maximum salary averages (where applicable), and the calculation of 95% of those averages.

POSITION	2015 PAY GRADE	Eff. 7-1-15 MONTHLY MAXIMUM	Avg of 2015 Comparables* Max Salaries	\$ Difference Behind the Avg of Comparables* Max Salaries	95% of Difference to the Avg of Comparables*
City Administrator	26	\$9581	\$9507	0	Discussed at pg. 4-5.
Public Works Director	23	\$8279	\$7366	0	Discussed at pages 4-5.
Police Chief	21	\$7509	\$7815	-306	291
Fire Chief	20	\$7173	\$7756	-583	554
Assistant Police Chief	19	\$6843	\$7045	-202	192
City Clerk/Human Resource Assistant	18	\$6515	\$6645	-130	Discussed at pg. 4-5.
City Treasurer	18	\$6515	\$5373	0	0
Parks & Recreation Director	17	\$6182	\$5028	0	0
Assistant Public Works Director	17	\$6182	\$5570	0	0
Wastewater Treatment Plant Superintendent	15	\$5603	\$6688	-1085	\$1031
Library Director	13	\$5084	\$5426	-342	325

POSITION	2015 PAY GRADE	Eff. 7-1-15 MONTHLY MAXIMUM	Avg of 2015 Comparables* Max Salaries	\$ Difference Behind the Avg of Comparables* Max Salaries	95% of Difference to the Avg of Comparables*
Fire Captain	12	\$4844	\$6566	-1722	\$1635
Public Works Foreman	12	\$4844	\$5385	-540	513
Deputy City Clerk/Treasurer	10	\$4391	\$4532	-141	134
Public Works Assistant	10	\$4391	\$4005	-386	367
Accounting Clerk	8	\$3986	\$4243	-257	244
Utility Billing Clerk	8	\$3986	\$3905	0	0
Assistant Librarian	7	\$3795	\$3790	0	0
Public Works Office Clerk	6	\$3614	\$3499	0	0
Minimum Wage/Part-time		\$14.33	N/A	N/A	N/A

*Comparables = 2015/16 Comparable City Survey or 2015 AWC Salary Survey used for comparison and described or referred to herein.

The Library Director and Assistant Librarian position's comparability is based upon the 2015 AWC Salary Survey and the reporting cities nearest to Grandview's salary range.

The positions listed in the group below, had limited comparable data from the cities we surveyed.

- Public Works Foreman
- Public Works Assistant
- Public Works Office Clerk
- Utility Billing Clerk
- Accounting Clerk

For example, the Public Works Foreman had only two city comparables with this position. The Public Works Assistant had only two city comparables (non-union) with this position.

The Public Works Office Clerk position comparison was based on the information of the 2015 AWC Salary Survey for Clerical-Entry Level. There was only one comparable city that had this position.

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The Utility Billing Clerk was above the average of the city comparables.

The 2015 AWC Salary Survey for Accounting Clerk-Journey Level, which was relied on for Accounting Clerk position in this instance, and coincidentally included 6 of the 7 comparables reporting a similar position to AWC.

4. "Hybrid"/Combined Positions

The Grandview "hybrid" or combined positions are upper level management positions that are normally performed as separate job functions by separate employees in most comparable cities. There are two such "hybrid" or combined positions in the City of Grandview as follows:

- The City Administrator and Public Works Director positions are currently two positions listed separately in the applicable ordinance, but the duties of both positions are combined and performed by one employee. The City Administrator 2015 maximum salary is \$9,581 per month. The Public Works Director 2015 maximum salary is \$8,279 per month. The City Administrator/Public Works Director "hybrid" position is currently paid at solely the City Administrator maximum salary of \$9,581 (2015) per month. The current division in duties between the City Administrator and the Public Works Director is approximately 100% City Administrator and an additional 25% Public Works Director based on the "City Administrator/Public Works Director "hybrid position duties" attached hereto as **Exhibit 2**. As can be appreciated from the attachment, 100% of a 40-hour work week is dedicated to City Administrator duties and an additional 10 hours (or 25%) is dedicated to Public Works Director duties. This "hybrid" position has been a 50-hour work week (and sometimes more) with one person performing both responsibilities for the past seven (7) years. This hybrid position will be addressed by way of a separate employment agreement.
- The City Clerk and Human Resources Assistant positions are currently combined. The maximum salary for the combined position is \$6,515 (2015) per month. The ordinance salary schedules for 2015 and 2016 (Exhibit 1) show a combined salary minimum and maximum for City Clerk/Human Resource Assistant. The division in duties for City Clerk functions and Human Resource Assistant functions is approximately 30% City Clerk and 25% Human Resource Assistant. In addition to performing the combined work of City Clerk/Human Resources Assistant, the same person is also performing the duties traditionally performed by a Finance Director and Executive/Administrative Assistant (confidential employee) to the City Administrator. These additional duties

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are split as follows: Planning Administrative 20%, Streets, Water, Sewer and Irrigation Administrative 17.5%, Solid Waste Administrative 5%, and Wastewater Administrative 2.5%. The median percentage for these additional functions is 25%.

The City Clerk maximum monthly salary average of the city comparables shows that Grandview was approximately \$130 per month behind the average in 2015. There were no comparables for Human Resources Assistant. However, the Grandview City Clerk performs additional duties commensurate to an Executive/ Administrative Assistant (which is a position Grandview does not have). The City Clerk/Human Resources Assistant also performs duties ordinarily overseen by a Finance Director (which is also a position Grandview does not have), such as utility billing, accounts payable and payroll. There should be compensation for these additional duties.

Based on the data collected, it is my opinion is that the hybrid/combined positions should have their salaries adjusted to reflect more accurately the combination of work they perform.

- Based on the percentages referenced above in terms of duties and the comparison of salaries to the average of the comparable cities, I recommend that the “hybrid”/combined City Administrator/Public Works Director position be compensated at a combined level of \$11,778 per month. The basis is 100% of the Grandview City Administrator 2016 maximum salary (\$9,773), plus calculating 25% of the Public Works Director 2016 maximum salary (\$2,111) and multiplying that figure by 95% (\$2,005). This combined compensation would continue as long as the position remains combined.
- Based on the percentages referenced above in terms of the duties and comparison of salaries to the average of the comparable cities, I recommend that the combined City Clerk/Human Resources Assistant position be compensated at combined level of \$7,989 per month. The basis is 100% of the City Clerk/Human Resources Assistant 2016 maximum salary, plus calculating 25% of the comparable city 2015 maximum monthly salary average (\$4,238) for Executive/Administrative Assistant (\$1,060) and 25% of the 2015 minimum monthly salary average (\$7,077) for Finance Director (\$1,769). The average of the two 25% values is \$1,415 (2015); then multiplying that figure by 95% (\$1,344). Therefore, my recommendation is to increase the City Clerk/Human Resources Assistant maximum salary by \$1,344 per month in 2016.

5. Objective and Funds Impacted

My recommendation for the non-union positions which had comparable matches is to increase their salaries to a level of 95% of the average of the comparables for the maximum salaries. Please keep in mind, all but one non-union position (Treasurer) is at the maximum of the current Grandview salary ordinance. The recommended change to salaries is set forth in the following chart. The funds impacted are identified under the column "FUND". W/S signifies the water and sewer fund. CE signifies the current expense fund.

The table below shows recommended 2016 salary adjustments showing the Grandview non-union positions, the January 1, 2016 Grandview maximum salary, the calculation of 95% the average of the maximum salaries of the comparable cities or AWC survey averages (where applicable), the recommended adjusted Grandview salary (adding the 95% adjustment figure to the January 1, 2016 Grandview salaries), and the city funding source.

POSITION	2016 PAY GRADE	Eff. 1-1-16 MONTHLY MAXIMUM	95% of Avg of Comparables * 2015 Max Salaries Adjustment +	Recommended Adjusted Max. Salary in 2016	FUNDING SOURCE
City Administrator	26	\$9773	\$2,005 (as calculated at p.5)	\$11,778	W/S
Public Works Director	23	\$8445	\$-0-	\$8445	
Police Chief	21	\$7659	\$291	7950	CE
Fire Chief	20	\$7316	\$554	7870	CE
Assistant Police Chief	19	\$6980	\$192	\$7172	CE
City Clerk/Human Resource Assistant	18	\$6645	\$1344	\$7,989	CE = \$1,008 W/S = \$336
City Treasurer	18	\$6645	\$-0-	AT CURRENT PAY ON SCALE	
Parks & Recreation Director	17	\$6306	\$-0-	SAME	
Assistant Public Works Director	17	\$6306	\$-0-	SAME	
Wastewater Treatment Plant Superintendent	15	\$5715	\$1031	\$6746	SEWER

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POSITION	2016 PAY GRADE	Eff. 1-1-16 MONTHLY MAXIMUM	95% of Avg of Comparables * 2015 Max Salaries Adjustment +	Recommended Adjusted Max. Salary in 2016	FUNDING SOURCE
Library Director	13	\$5186	\$352	\$5538	CE
Fire Captain	12	\$4941	\$1635	\$6576	CE
Public Works Foreman	12	\$4941	\$513	\$5454	W/S
Deputy City Clerk/Treasurer	10	\$4479	\$134	\$4613	CE = \$40.20 W/S = \$93.80
Public Works Assistant	10	\$4479	\$134	\$4613	W/S
Accounting Clerk	8	\$4066	\$240	\$4306	W/S
Utility Billing Clerk	8	\$4066	\$-0-	SAME	
Assistant Librarian	7	\$3871	\$-0-	SAME	
Public Works Office Clerk	6	\$3686	\$-0-	SAME	
Minimum Wage/Part-time		\$14.62	\$-0-	Regulated by the State of WA	

*Comparables = 2015/16 Comparable City Survey or 2015 AWC Salary Survey used for comparison and described or referred to herein.

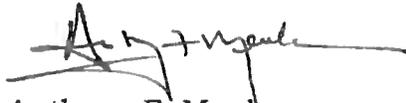
6. Conclusion and Final Recommendations

I respectfully recommend that the Mayor and City Council proceed with the implementation of the 95% of the average of the comparable cities' maximum salaries for all the positions listed above except as otherwise indicated in the chart under Section 5 above. I recommend the Mayor and City Council proceed with addressing the current hybrid/combined position of City Administrator/Public Works Director through an employment agreement for a minimum of a five (5) year term. Mr. Arteaga has expressed that he very much enjoys his current hybrid/combined position and would like to continue for at least another five (5) years. All other positions would have their pay adjusted, if approved by the Mayor and City Council, at the 95% level, or other level described in the chart based on an ordinance/resolution as soon as appropriate through a public Council meeting.

These wage adjustments, when determined appropriate by the Mayor and Council, need to be implemented prospectively and not retroactively. The Washington State Constitution prohibits retroactive pay for non-union

personnel so the longer the decision is delayed, the longer the non-union employees have to wait for an equitable pay adjustment. Your consideration is greatly appreciated.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Anthony F. Menke", with a long horizontal flourish extending to the right.

Anthony F. Menke
Senior Partner

ORDINANCE NO. 2014-1

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE CITY OF GRANDVIEW 2014, 2015 AND 2016 NON-UNION SALARY
SCHEDULES AND AMENDING THE CITY PERSONNEL MANUAL JANUARY 1,
2014; JANUARY 1, 2015; JULY 1, 2015; JANUARY 1, 2016 AND JULY 1, 2016 NON-
UNION MONTHLY SALARY MATRIXES**

WHEREAS, in the closing months of 2013, City Council discussed issues pertaining to non-union employee salary and medical insurance coverage in 2014, 2015 and 2016; and

WHEREAS, as a result of these discussions, in late 2013, City management and the City's non-union employees reached an informal understanding that the City would change the non-union employee medical insurance coverage provider and, effective 2016, require employee contribution towards monthly medical insurance premiums, resulting in anticipated cost savings to the City; and

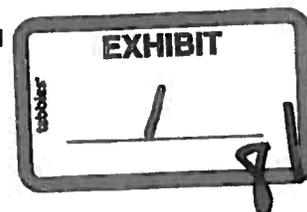
WHEREAS, as a result of this agreement, City management and the City Council found and determined that the City was financially able to implement for the City's non-union employees a 3% salary increase effective January 1, 2014, a 2% salary increase effective January 1, 2015, a 1% salary increase effective July 1, 2015, a 2% salary increase effective January 1, 2016 and a 1% salary increase effective July 1, 2016; and

WHEREAS, the aforementioned informal understanding was incorporated into the City's 2014 budget; and

WHEREAS, due to the decision of the City Council to cancel the City Council meeting formally scheduled for December 24, 2013, the City was unable to formally adopt the revised salary schedule in 2013, as originally anticipated, but it was and remains the intention of the City that said schedule take effect as of January 1, 2014; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW,
WASHINGTON DO ORDAIN AS FOLLOWS:**

SECTION 1: The City of Grandview January 1, 2014 Non-Union Monthly Salary Schedule is hereby adopted as follows:



**CITY OF GRANDVIEW
JANUARY 1, 2014 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator	26	\$6201	\$9300
Public Works Director	23	\$5355	\$8036
Police Chief	21	\$4859	\$7289
Fire Chief	20	\$4641	\$6963
Assistant Police Chief	19	\$4430	\$6642
City Clerk/Human Resource Assistant	18	\$4213	\$6324
City Treasurer	18	\$4213	\$6324
Parks & Recreation Director	17	\$3998	\$6001
Assistant Public Works Director	17	\$3998	\$6001
Wastewater Treatment Plant Superintendent	15	\$3628	\$5439
Library Director	13	\$3291	\$4935
Fire Captain	12	\$3135	\$4702
Public Works Foreman	12	\$3135	\$4702
Deputy City Clerk/Treasurer	10	\$2840	\$4263
Public Works Assistant	10	\$2840	\$4263
Accounting Clerk	8	\$2581	\$3870
Utility Billing Clerk	8	\$2581	\$3870
Assistant Librarian	7	\$2456	\$3683
Public Works Office Clerk	6	\$2340	\$3508
Minimum Wage/Part-time		\$9.32	\$13.91

SECTION 2: The City of Grandview January 1, 2015 Non-Union Monthly Salary Schedule is hereby adopted as follows:

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**CITY OF GRANDVIEW
JANUARY 1, 2015 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator	26	\$6325	\$9486
Public Works Director	23	\$5462	\$8197
Police Chief	21	\$4956	\$7435
Fire Chief	20	\$4734	\$7102
Assistant Police Chief	19	\$4519	\$6775
City Clerk/Human Resource Assistant	18	\$4297	\$6450
City Treasurer	18	\$4297	\$6450
Parks & Recreation Director	17	\$4078	\$6121
Assistant Public Works Director	17	\$4078	\$6121
Wastewater Treatment Plant Superintendent	15	\$3701	\$5548
Library Director	13	\$3357	\$5034
Fire Captain	12	\$3198	\$4796
Public Works Foreman	12	\$3198	\$4796
Deputy City Clerk/Treasurer	10	\$2897	\$4348
Public Works Assistant	10	\$2897	\$4348
Accounting Clerk	8	\$2633	\$3947
Utility Billing Clerk	8	\$2633	\$3947
Assistant Librarian	7	\$2505	\$3757
Public Works Office Clerk	6	\$2387	\$3578
Minimum Wage/Part-time		\$9.32	\$14.19

SECTION 3: The City of Grandview July 1, 2015 Non-Union Monthly Salary Schedule is hereby adopted as follows:

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**CITY OF GRANDVIEW
JULY 1, 2015 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator	26	\$6388	\$9581
Public Works Director	23	\$5517	\$8279
Police Chief	21	\$5006	\$7509
Fire Chief	20	\$4781	\$7173
Assistant Police Chief	19	\$4564	\$6843
City Clerk/Human Resource Assistant	18	\$4340	\$6515
City Treasurer	18	\$4340	\$6515
Parks & Recreation Director	17	\$4119	\$6182
Assistant Public Works Director	17	\$4119	\$6182
Wastewater Treatment Plant Superintendent	15	\$3738	\$5603
Library Director	13	\$3391	\$5084
Fire Captain	12	\$3230	\$4844
Public Works Foreman	12	\$3230	\$4844
Deputy City Clerk/Treasurer	10	\$2926	\$4391
Public Works Assistant	10	\$2926	\$4391
Accounting Clerk	8	\$2659	\$3986
Utility Billing Clerk	8	\$2659	\$3986
Assistant Librarian	7	\$2530	\$3795
Public Works Office Clerk	6	\$2411	\$3614
Minimum Wage/Part-time		\$9.32	\$14.33

SECTION 4: The City of Grandview January 1, 2016 Non-Union Monthly Salary Schedule is hereby adopted as follows:

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**CITY OF GRANDVIEW
JANUARY 1, 2016 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator	26	\$6516	\$9773
Public Works Director	23	\$5627	\$8445
Police Chief	21	\$5106	\$7659
Fire Chief	20	\$4877	\$7316
Assistant Police Chief	19	\$4655	\$6980
City Clerk/Human Resource Assistant	18	\$4427	\$6645
City Treasurer	18	\$4427	\$6645
Parks & Recreation Director	17	\$4201	\$6306
Assistant Public Works Director	17	\$4201	\$6306
Wastewater Treatment Plant Superintendent	15	\$3813	\$5715
Library Director	13	\$3459	\$5186
Fire Captain	12	\$3295	\$4941
Public Works Foreman	12	\$3295	\$4941
Deputy City Clerk/Treasurer	10	\$2985	\$4479
Public Works Assistant	10	\$2985	\$4479
Accounting Clerk	8	\$2712	\$4066
Utility Billing Clerk	8	\$2712	\$4066
Assistant Librarian	7	\$2581	\$3871
Public Works Office Clerk	6	\$2459	\$3686
Minimum Wage/Part-time		\$9.32	\$14.62

SECTION 5: The City of Grandview July 1, 2016 Non-Union Monthly Salary Schedule is hereby adopted as follows:

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**CITY OF GRANDVIEW
JULY 1, 2016 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator	26	\$6581	\$9871
Public Works Director	23	\$5683	\$8529
Police Chief	21	\$5157	\$7736
Fire Chief	20	\$4926	\$7389
Assistant Police Chief	19	\$4702	\$7050
City Clerk/Human Resource Assistant	18	\$4471	\$6711
City Treasurer	18	\$4471	\$6711
Parks & Recreation Director	17	\$4243	\$6369
Assistant Public Works Director	17	\$4243	\$6369
Wastewater Treatment Plant Superintendent	15	\$3851	\$5772
Library Director	13	\$3494	\$5238
Fire Captain	12	\$3328	\$4990
Public Works Foreman	12	\$3328	\$4990
Deputy City Clerk/Treasurer	10	\$3015	\$4524
Public Works Assistant	10	\$3015	\$4524
Accounting Clerk	8	\$2739	\$4107
Utility Billing Clerk	8	\$2739	\$4107
Assistant Librarian	7	\$2607	\$3910
Public Works Office Clerk	6	\$2484	\$3723
Minimum Wage/Part-time		\$9.32	\$14.77

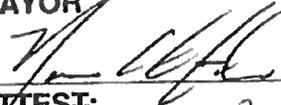
SECTION 6. The City of Grandview Personnel Manual January 1, 2014; January 1, 2015; July 1, 2015; January 1, 2016; and July 1, 2016 Non-Union Monthly Salary Matrixes are hereby amended to include the salary increases as attached hereto and incorporated herein by reference.

SECTION 7. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 14, 2014.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

PUBLISHED: 1/15/14
EFFECTIVE: 1/20/14

City Administrator / Public Works Director “hybrid” position duties:

- Holds the PW Department’s Water Certification which keeps the City in compliance with DOH.
- Staying in compliance allows us the ability to apply for grants, low interest loans and most importantly the ability to expand/grow our community.
- Responsible for all construction projects from planning, design, to construction and project closeouts.
- Responsible for all correspondence to all regulatory agencies.
- Respond to after-hours calls in the event that the PW crew does not respond for an emergency.
- Clock in at 7:00 a.m. Monday-Friday and clock out at 5:30-6:00 p.m. with no breaks and half-hour lunch. 7am-5:30 pm with half-hour lunch equates to 50-hour work week. This does not include after-hours meetings and/or call-outs. 100% for City Administrator equals 40-hours per week, and 10-hours per week for the PWD equates to 25% for a total of 125%.
- Meet with citizens and/or contractors on Saturdays in order to accommodate them when problems arise.
- Assist the other directors with their budgets.
- Responsible for preparing the PWD Budget from estimating, monthly monitoring and purchasing.
- Employee training, employee supervision and union negotiations.
- Work with Industrial Managers.



**CITY ADMINISTRATOR/PUBLIC WORKS DIRECTOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016 by and between the City of Grandview, Washington, (hereinafter referred to as the “City” or “Employer”) and Cus Arteaga (hereinafter referred to as “Employee”).

SECTION 1. DUTIES: The City agrees to employ the services of the Employee as City Administrator and Public Works Director, a combined position, for the City. The Employee shall work at the direction of the Mayor and shall perform the functions and duties set forth in the job descriptions for the City Administrator (*Attachment 1*) and Public Works Director (*Attachment 2*).

SECTION 2. STATUS AND TERM: Employee shall be employed for a five (5)-year term, commencing June 1, 2016, and shall serve at the pleasure of the Mayor subject to the other provisions of this Agreement. Although a term of five (5) years is recited in this Agreement, the Employee understands and agrees that his employment is strictly "at will" meaning the Employee may quit, with or without cause, at any time by providing written notice to the Mayor. The City, through the Mayor, may terminate the Employee's employment, with or without cause, at any time by providing written notice to the Employee. Nothing in this Agreement or in any city manuals, ordinances, etc., shall prevent, limit or otherwise interfere with the City's "at will" right to terminate this Agreement, with or without cause, at any time.

SECTION 3. SALARY: City agrees to pay Employee a salary of \$11,778 per month for his services as the City Administrator and Public Works Director (combined position), payable in the same manner as other employees of City. The City and the Employee shall periodically, at least once per year, review the salary and performance of the Employee.

SECTION 4. GRANDVIEW PERSONNEL POLICY MANUAL:

The Employee shall be entitled to the benefits in the City Personnel Policy Manual except for any provisions which contradict the terms of this Agreement. In the event of any contradiction between the Manual and this Agreement, the terms of this Agreement shall supersede the provisions in the Manual.

SECTION 5. RETIREMENT AND SEVERANCE PAY: Employee shall provide a twelve (12)-month written notice before retirement and will assist with the City with the process for recruitment and selection of a new combined position (City Administrator and Public Works Director) or a new City Administrator and a new Public Works Director if the Mayor and City Council choose to return to two (2) separate positions.

- A. If the Employee is terminated by the City without cause (except as provided in paragraph B of this section) and during such time the Employee is willing and able to perform Employee's duties under Agreement, City shall pay the Employee severance as described in paragraph B of this Section.

- B. For the period of June 1, 2016 through June 1, 2021, if the Employee is terminated by the City without cause or requested to resign for the convenience of City during such time as the Employee is willing and able to perform Employee's duties under this Agreement, the City shall pay to the Employee, as severance, a payment equal to six (6) months of Employee's then current annual salary less normal deductions. Such payment shall fully and finally release the City from any and all further obligations to Employee under this Agreement. The severance payment shall be paid in a lump sum less normal deductions or otherwise mutually agreed to arrangement in writing by the Employer and the Employee.

SECTION 6. HOURS OF WORK: It is recognized that the Employee is serving in the combined position of City Administrator and Director of Public works and as such must devote more than the standard of at least forty (40) hours per week and likely fifty (50) or more hours per week to fulfill these dual responsibilities. It is also recognized that this combined position dedicates substantial time outside the normal office hours on business for Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule that allows time away from the office during normal office hours. The parties recognize that the Employee is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: The Mayor and the City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee.

SECTION 8. MISCELLANEOUS PROVISIONS:

- A. City Personnel Policy Manual and Ordinances. The provisions in the City Personnel Policy Manual and Ordinances shall be applicable to the Employee except for any provisions which contradict the terms of this Agreement. In the event of any contradiction between the Manual, the Ordinances and this Agreement, the terms of this Agreement shall supersede the provisions in the Manual and any Ordinances.
- B. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- C. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.
- D. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- E. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- F. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- G. Notices. All notices and demands which either party may be required or desires to serve on the other party shall be in writing carried out by email, facsimile, personal service or by mailing a copy by certified or registered mail

IN WITNESS WHEREOF, the Mayor, with the concurrence of the City Council, has been authorized to sign and execute this Agreement on behalf of the City of Grandview and duly attested by the City Clerk. The Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF GRANDVIEW:

EMPLOYEE:

MAYOR NORM CHILDRESS

CUS ARTEAGA

ATTEST:

ANITA PALACIOS, CITY CLERK

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POSITION DESCRIPTION

Position: City Administrator

Report to: Mayor

Department: Executive

Revised: September 20, 2004

Position Purpose

The City Administrator is the Chief Administrative Officer of the City, under the direction and authority of the Mayor. Appointment by the Mayor, subject to confirmation by the City Council.

Supervises

All Department Heads report to the City Administrator who is responsible for the supervision of all employees of the City, through the respective Department Heads.

Essential Job Functions

1. Supervises, oversees administers, and coordinates the activities and functions of all City departments in carrying out the requirements of ordinances, resolutions, and policies of City Council.
2. Administers and supervises the carrying out of decisions, regulations, and policies of the City as designated from time to time by the Mayor.
3. Regularly reports to the Mayor concerning the status of all assignments, duties, projects, and functions of all City departments.
4. Responsible for preparing the City's annual budget and submitting it to the Mayor; responsible for its administration after adoption.
5. Serves as Personnel Officer for the City under the direction of the Mayor. Shall hire, discipline, and discharge employees as necessary in accordance with City policy, procedures, and the various union agreements.
6. Responsible for labor management matters, including negotiations.
7. Supervises all purchasing by the various City departments, boards, and commissions, including all expenditures, for the purpose of keeping same within the annual budget.
8. Assists the Mayor in the development and maintenance of good business relations with various state and federal agencies, associations, and local governments.

9. The City Administrator shall assist the Mayor generally in conducting the City's business in all matters, and perform such other duties and assume such other responsibilities as the Mayor may direct, or as may be required by ordinance, resolution, or the direction of City Council.

Working Conditions

Work is primarily performed in the City Hall and throughout the City organization.

Minimum Qualifications

High School Diploma or GED equivalent. Bachelors Degree in Public Administration or specialized post secondary education relating to local government administration.

Knowledge and experience in all phases of local government. Must possess management skills to supervise and coordinate City operations.

Must be able to develop and maintain good working relationships with various governmental agencies, local governments, and related associations.

Five years experience at a senior level in local government or related activity.

Possession of or the ability to obtain a valid Washington State Motor Vehicle Operator's License.

A combination of experience and education which provides suitable knowledge and ability to perform the duties may be substituted.

Fluency, verbal and written, in Spanish and English is preferred, but not required.

POSITION DESCRIPTION

Position: Public Works Director

Department: Public Works

Report To: City Administrator

Revised: August 1, 2008

Position Purpose

The Public Works Director manages the City's Public Works operation, including planning, organizing, and directing the various functions within the department: water supply and distribution, sewage collection and treatment, streets, irrigation, garbage, code enforcement, land use, parks maintenance and other assigned activities. Appointment by the Mayor, subject to confirmation by the City Council.

Direct Supervision

Public Works Assistant, Public Works Foreman, Wastewater Treatment Plant Superintendent, Public Works Office Clerk and Building Official/Code Enforcement Officer.

Essential Job Functions

1. Plans, assigns, directs, and exercises general management over departmental activities including construction, maintenance, operating tasks, and the most effective and economical use of personnel and budgeting funds.
2. Prepares budget estimates, administers the budget throughout the year. Prescribes general rules, regulations, and administrative policies. Evaluates employee performance and maintains records on all department personnel.
3. Directs Public Works related city services including graffiti removal, code enforcement, inspection and permitting, parks maintenance, street maintenance, cemetery, water pumping, treatment and delivery, wastewater collection, wastewater distribution, irrigation water delivery, and solid waste collection and disposal.
4. Purchases public works material. Maintains inventory of supplies. Maintains records of materials used and costs. Maintains all project records.
5. Attends meetings as City representative of the Public Works Department. Prepares reports for the Mayor, City Administrator, or City Council.
6. Recommends the hiring, disciplining, or discharging of employees within his or her jurisdiction in accordance with City policy, procedures, and union agreements as appropriate. Acts as the first step in any grievance procedure.
7. Responsible for all risk management within the department.

8. Performs other related duties as required or assigned.

Working Conditions

Work is performed in the Public Works office and in the field.

Minimum Qualifications

High School Diploma or GED equivalent. Bachelor's degree in engineering or associate's degree in a related field or a combination of an associate's degree or other post-secondary education and technical experience which provides suitable knowledge and abilities to perform the duties required.

Thorough knowledge of construction and maintenance methods, materials, and equipment as employed in municipal public works, with not less than five years experience in a municipal public works, or equivalent, supervisory capacity.

Thorough knowledge of administrative practices and procedures related to public works management, safety measures, and precautions. The ability to plan City needs and schedule projects. The ability to establish and maintain effective working relationships with contractors, consultants, public, and fellow employees is necessary.

Possession of or the ability to obtain a valid Washington State Motor Vehicle Operator's License.

Fluency, verbal and written, in English is required, with verbal fluency in Spanish desirable.

A combination of experience and education which provides suitable knowledge and ability to perform the duties may be substituted.

APPROVED:

City Administrator

Date