

OFFICE-CLERICAL AGREEMENT
By and Between
THE CITY OF SUNNYSIDE
 and
TEAMSTERS LOCAL #760
JANUARY 1, 2006 TO DECEMBER 31, 2008

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OFFICE-CLERICAL AGREEMENT

By and Between
CITY OF SUNNYSIDE
And
TEAMSTERS LOCAL NO. 760

JANUARY 1, 2006 TO DECEMBER 31, 2008

ARTICLE 1 - PREAMBLE

1.1 This Agreement is made and entered into by and between the CITY OF SUNNYSIDE, WASHINGTON, hereinafter called the "City," and TEAMSTERS LOCAL No. 760, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours, and working conditions affecting the bargaining unit employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The City recognizes the Union as the exclusive bargaining agent for all Regular Full-Time and Regular Part-Time and Probationary Office-Clerical employees of the City of Sunnyside. Supervisors, Confidential employees, Janitorial employees, and all employees currently covered as part of an existing bargaining unit shall be excluded.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

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

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

3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.

3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the City with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the

amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union may thereafter notify the City in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union may specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

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

3.4 When provided a "Voluntary Check-off" authorization, in the form furnished by the Union and signed by the employee, the City agrees to deduct from that employee's pay, the Union's regular initiation fee, and/or dues, as prescribed in the "Voluntary Check-off" form. The full amount of monies so deducted by the City shall be promptly forwarded to the Union by check, along with an alphabetized list showing names and amounts deducted from each employee.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management Rights: It is recognized that, except as expressly stated herein, the City shall retain its customary, usual, traditional rights and authority as necessary for it to operate and manage the affairs of the City in all its various aspects, including, but not limited to: The right to direct and supervise all operations of the work force; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to hire, assign, transfer and promote employees; to determine the need for additional educational courses, and to assign employees to such duties for periods to be decided by the City and paid for by the City; to demote, suspend, discipline or discharge for just cause; to relieve employees due to lack of work or funds and to make and enforce reasonable rules and regulations. The foregoing functions of the City shall not be deemed to exclude other functions of the City not specifically set forth above.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Temporary Employee: A temporary employee is one who has been appointed by the City to a temporary position with the City. Such an employee may work on a part-time or full-time seasonal basis as prescribed by the City. Such temporary employee(s) shall not be used to displace regular part-time or regular full-time employees and, furthermore, temporary employees shall not be used as a subterfuge by the City to avoid the hiring of regular part-time or full-time employees. In no event shall a temporary employee be employed for longer than eight (8) consecutive months unless extended for a longer period by mutual agreement of the City and the Union. A temporary employee is not a member of the bargaining unit and is not entitled to any

of the benefits covered by this Agreement.

5.2 Regular Part-time Employee: A Regular Part-time employee is one who has been appointed by the appointing authority, has successfully completed his probationary period, who may work less than eight (8) hours per day, will be paid not less than the wage rate for the type of work performed. A regular part-time employee is entitled to accrue all benefits and conditions as set forth in this Agreement, on a pro-rata basis.

5.3 Regular Full-time Employee: A Regular Full-time employee is one who has been appointed by the appointing authority of the City, has successfully completed his probationary period, is employed on a regular basis, is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

5.4 Probationary Employee: A probationary employee is one who is appointed by the appointing authority of the City to a position authorized by the City. He shall serve a probationary period of not less than six (6) consecutive months. A probationary employee shall work under the provisions of this Agreement but shall be on a trial basis as determined by the City. A probationary employee can be terminated at any time during the probationary period without any recourse. Such a discharge during the probationary period by the City is not grievable under this Agreement, either by the Union or the employee.

5.4.1 No probationary or temporary employee will be used while a regular or regular part-time employee is on layoff due to lack of work, which is qualified and able to perform the work.

5.4.2 Probationary or temporary employees shall not be employed to deprive regular or regular part-time employees of premium day's overtime.

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed six (6) consecutive calendar months of service with the City and shall be considered to have acquired such status upon his first date of employment, or the date of his last break in service, whichever is the later. A list of employees arranged in the order of their seniority shall be given to the Union annually.

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

6.2.1 Voluntarily leaves the service to the City;

6.2.2 Is discharged for just cause;

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

6.2.4 Is absent from work because of an illness or injury not to exceed twelve (12) consecutive

calendar months, unless extended by the City;

6.2.5 Leaves the bargaining unit to accept a position with the City outside the bargaining unit; or

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

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

6.4 Layoff - Recall: Subject to the limitation that the employee is qualified to perform the work: In reducing the personnel because of lack of work or other legitimate reason, the last employee hired shall be the first (1st) laid off; on returning employees to work, the last employee laid off shall be the first (1st) rehired, provided the employee is qualified to perform the duties of the position.

6.5 In the event of a layoff, the City agrees to give the employees a minimum of ten (10) working days notice and each employee shall give the City at least ten (10) working days notice prior to leaving City employment. This shall not apply to dismissals carried out under Article 21.

6.5.1 Should either party fail to give the ten (10) working days notice, that party may be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of ten (10) working days; Holidays excepted.

ARTICLE 7 - PROMOTIONS - RE-ASSIGNMENT - POSTING - TRIAL PERIOD

7.1 The term "promotion" shall mean the advancement of an employee to a position of greater responsibility and a higher paying assignment of work.

7.1.1 The term re-assignment shall mean the assignment of an employee, at the employee's request, to a position the employee considers to be in his interest regardless of the wage rate.

7.2 Notices of opening(s) in positions covered by this Agreement, shall be posted at appropriate City locations and a copy sent the Union. The notices will contain a description of the job, the qualifications, job site location, wage rates, and hours of work.

7.3 Application forms for the open position(s) will be available at the City's personnel office and the opening(s) will remain posted for a period of not less than five (5) working days. Employees wishing to make application for the open position must do so within such period.

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

7.5 Nothing herein will preclude the City from making temporary assignments during posting periods.

7.6 An employee who has successfully bid a new position opening shall serve a probationary period of not more than six (6) months at his new position. Exception: The City may grant an extension to this six (6) month probation period. Should the employee fail to satisfactorily perform the duties of his new position as required by the City, or should he elect to return to his former position, he must do so without exception within the six (6) month probation period, or extension thereof, and he shall be reinstated to his former position or a comparable position unless he is discharged for just cause.

7.7 A lateral transfer of an employee between positions covered under this Agreement shall not affect his seniority rights.

ARTICLE 8 - DEMOTION OR TRANSFER

8.1 The term "demotion or transfer" shall mean the re-assignment of an employee (not requested by the employee) from: a) his present position to a lower paying position, or b) the moving of an employee from one location to another location to avoid cutting his hours of work or to avoid laying him off due to lack of work. A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the "demotion or transfer" under Article 22, of this Agreement.

ARTICLE 9 - SICK LEAVE - OTHER LEAVES

9.1 Regular employees shall accumulate sick leave on the basis of eight (8) hours per month from the first (1st) day of employment.

9.1.1 Regular (part-time) employees shall accumulate sick leave on a pro-rata basis, based on the full time sick leave accrual rate as shown in Section 9.1, not to exceed the full-time rate.

9.2 An employee shall be entitled to Sick Leave benefits when he is absent from his duties by reason of his sickness or injury, or when through exposure to contagious diseases, his presence at work would jeopardize the health of others. Notification of absence on account of illness or injury shall be given to the Department Supervisor or his designee on the first (1st) day of absence. Failure to notify the Department Supervisor on the first (1st) day of absence or within a reasonable period of time, may constitute cause for loss of leave pay. A Department Supervisor may require a doctor's statement from the employee, verifying the employee's condition which prevented him from returning to work.

9.2.1 Daily sick leave payments shall mean pay at the employee's regular straight time pay rate for those days the employee would have worked had the disability not occurred. Should an eligible employee use less than one (1) full day of sick leave, such sick leave shall be deducted for the actual time away from the job on an hour-for-hour basis.

9.2.2 Sick leave pay shall be integrated with Article 17, Health Care Benefit Plans, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance hereunder and the aforesaid Health Care Benefit Plan shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in his employee's sick leave pay account as part of his accumulated sick leave pay credits.

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

9.4 Washington Family Care Act of 2002: An employee shall be entitled to use any or all of the employee's choice of sick leave or other paid time off, subject to all provisions of this Agreement relating to such leave, to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as provided in RCW 49.12.270.

9.5 Family Medical Leave Act: The provisions of the Family Medical Leave Act (FMLA) are available pursuant to the provisions stated in "Appendix B - Family Medical Leave Act," should any employee be absent from work for more than ten (10) calendar days due to a condition defined under the provisions of the Family Medical Leave as eligible for FMLA leave (except in the case where an employee has no accrued leave available.)

9.6 Funeral Leave: When a regular full-time or regular part-time employee is absent from work for the purpose of arranging for, or attending, the funeral of a member of his immediate family, such employee may be granted not more than five (5) consecutive working days off with pay, with approval of his Department Supervisor. Immediate family shall include the spouse, parent, child, step-child (living in the household), brother, sister, in-laws, grandparents, and grandchildren. Such absence shall be charged against the employee's sick leave bank, if any is available.

9.7 Personal Day: Employees covered by this Agreement may be absent from work the equivalent of one work day per year without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 9.5, or to attend to personal business that must take place during normal work hours. Such absence shall be charged against the employee's sick leave bank, if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.

9.8 Maternity Leave: No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is able to safely perform the duties of her job, and as long as her physician, in writing, advises. Periodic reports from her physician concerning the advisability of continuing work may be required.

Absence for maternity will be first charged against any sick leave accrued, then charged against any holiday time or vacation time as may have been accrued. Leaves of absence for maternity may be granted by the City Manager in accordance with the provisions of City Ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.

9.9 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first (1st) three (3) working days of absence to sick leave. During the following ninety (90) working days he shall be compensated by the City in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. After ninety-three (93) working days, the City shall pay the difference between any sums received from State Industrial and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one-half (1/2) day for each working day absent. The City's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted.

9.10 Sick Leave Maximum & Incentive: Any unused sick leave allowance in any year shall accumulate year to year, not to exceed one thousand forty (1,040) hours, into a bank for the future use of an employee, provided that an employee who accrues more than one thousand forty (1,040) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of one thousand forty (1,040) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of one thousand forty (1,040) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee with the January 15th payroll of the following year. In addition, employees shall receive cash out of twenty-five percent (25%) of their accrued sick leave bank upon death, leaving employment after ten (10) years of employment, or retiring from the City of Sunnyside.

9.11 Leave of Absence: The City may grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the City. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or any extension thereof.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

10.1 Upon termination of employment for any reason all regular full-time and regular part-time employees shall receive severance pay for:

10.1.1 Accrued and unused holidays.

10.1.2 Accrued and unused vacations.

10.1.3 Overtime for which pay has been authorized.

10.1.4 Accrued Compensatory Time earned in the current year.

10.2 Upon separation of employment, the employee's lump sum payout shall be limited to two hundred forty (240) hours comprised of vacation and holidays. Any time in excess of two hundred forty (240) hours shall be taken by the employee prior to the employee's termination date. At no time shall any lump sum pay out exceed two hundred forty (240) hours during the final two (2) years of employment prior to termination in order to avoid excess compensation as determined by the Department of Retirement Systems and in order to comply with State Law concerning pension calculations. This shall not in any way limit the employee's timely pay for time worked in the current, or previous, pay period.

10.3 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State Statute (R.C.W., Title 11).

10.4 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and vacation benefits and compensation, and such employee thereafter re-entering the service of the City shall be considered a new employee.

ARTICLE 11 - JURY DUTY

11.1 When a regular employee covered by this Agreement is called for Jury Duty, or is subpoenaed as a witness to testify, in any municipal, county, state or federal court, and cannot reasonably avoid being absent from work, he shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will sign over to the City his Jury Duty or subpoena pay excluding those monies for travel and meal allowances.

11.1.1 Any employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to his supervisor for purpose of work assignment.

ARTICLE 12 - VACATIONS

12.1 All eligible employees shall accrue and be granted vacation with pay according to the following schedule:

1. First three (3) years (1-36 months) of continuous service: 8 hours per month (96 hours per year);
2. Through fifth (5th) year (37-60 months) of continuous service: 10 hours per month (120 hours per year);
3. Through ninth (9th) year (61-108 months) of continuous service: 12 hours per month (144 hours per year);

4. Through fifteenth (15th) year (109-180 months) of continuous service: 13.33 hours per month (160 hours per year);
5. After completion of fifteenth (15th) year and beyond 181= months) of continuous service: 14.66 hours per month (176 hours per year).

12.2 Pro-rata vacation shall be paid to all employees who are discharged, laid off, or who quit.

12.3 A regular part-time employee shall receive vacation leave on a pro-rata basis, basis as determined by the hours worked during the period in which it was accrued as compared to full-time employment.

12.4 Absence from work because of disability due to sickness or accident will not be deducted from employee's accrued time for vacation benefits providing such absence is supported by acceptable medical evidence of disability and providing employee returns to work promptly upon being able to do so. No vacation shall accrue during a leave of absence.

12.5 New employees shall accrue vacation during their first year of employment; however, no vacations may be taken during the first six (6) months of employment. Vacations may be taken after six (6) months employment. No vacation shall accrue during a leave of absence.

12.6 One-half (1/2) of all vacations shall be taken within one (1) year from the date of accrual. On the recommendation of the Department Head and with the consent of the City Manager, accrued vacation not to exceed thirty (30) working days may be taken in any twelve (12) month period. At least forty (40) hours of vacation each year shall be taken in succession, holidays not included. Maximum accrued vacation shall be limited to three hundred (300) hours of December 31, of any year. Employees shall be allowed to sell back to the City forty (40) hours of vacation per year when they have used at least forty hours of vacation in such year.

ARTICLE 13 - HOLIDAYS

13.1 Eligible employees will observe and be paid for the following recognized holidays and all other days recognized by the City regardless upon which day of the week the holiday should fall:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day (3rd Monday in February)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Note: This holiday schedule reflects the impact of a four day standard work week. If the Employer elects to return to a five day work week the holiday schedule will include the day after Thanksgiving and one eight (8) hour floating holiday.

13.2 Regular part-time employees shall receive holiday pay on a pro-rata basis, based on the full-time holiday leave rate as per Section 13.1, not to exceed the full-time rates.

13.3 When a holiday falls on a Friday or Saturday, the Thursday prior to shall be observed, and when a holiday falls on a Sunday, the Monday following shall be observed as the holiday.

13.4 Holiday Premium Pay: Any employee who works on any of the aforementioned holidays shall receive premium pay at the rate of one and one-half (1-1/2) his straight time hourly rate of pay for the hours worked on such holiday in addition to his holiday pay. Any employee shall have the option to receive the equivalent number of hours off at the rate of one and one-half (1-1/2) times the number of hours worked on such holidays to be scheduled off by mutual agreement between the employee and the City, or to be paid. These hours will be defined as compensatory time, and will fall under the compensatory time limitations as stated in Article 14.2.2.

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

ARTICLE 14 - HOURS OF WORK - OTHER WORK PROVISIONS

14. Five Day Work Week: For regular full-time employees, eight (8) hours within nine (9) consecutive hours shall constitute a day's work. All employees shall be allowed one (1) hour for lunch. The normal work week shall consist of five (5) consecutive eight (8) hour days within a calendar week of Monday through Friday. The normal work day shall be from 8:00 a.m. to 5:00 p.m. Any change of the normal work day or work week as defined in this Section shall be mutually agreed between the City and a majority of the affected employees. If the affected employee(s) cannot reach a majority decision with the City in establishing a work week, then the City shall have the right to establish such work day or work week. The City will not manipulate the regular work schedule in order to avoid payment of non-scheduled overtime. All regular full-time employees reporting for work in any one day shall be guaranteed eight (8) hours work or pay unless a short shift is worked at the employee's request and approved by the City.

14.1. Four Day Work Week: A work schedule of ten (10) hours of work within ten and one half (10 1/2) consecutive hours shall constitute a days work. All employees shall be allowed thirty (30) minutes for lunch. The normal work week for such employees shall be Monday - Thursday. Fridays, Saturdays, and Sundays are not considered to be normal work days. The normal work day will be from 7:30 A.M. to 6:00 P.M. In the event the Employer wishes to discontinue such schedule, at least fourteen (14) days advance notice shall be provided to the employees, unless an emergency exists, in which case, notice shall be given as far in advance as possible.

14.2 Overtime: Those employees working five (5) day eight (8) hour schedule shall be paid overtime for all hours worked in excess of eight (8) hours per day or exceeding forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate.

14.2.1 Those employees working on a four (4) ten (10) hour schedule shall be paid overtime for all compensated hours in excess of ten (10) hours per day or forty (40) hours per week.

14.2.2 Compensatory Time: It is the employee's option to accrue the equivalent hours of overtime as compensatory time at the rate of one and one-half (1-1/2) times. Compensatory time

may be accrued to a maximum of eighty (80) hours throughout the year. It is the employee's responsibility to not request an accrual of any hours which might put his compensatory time balance over the eighty (80) hour maximum at any time during the year. The employees will arrange to take their compensatory time off so as to not put an excessive burden on their fellow workers. It is the City's position to allow the accrual of compensatory time to provide the employees with additional leave time throughout the year in which the time is accrued. Therefore, any accrued Compensatory Time remaining on the books at the end of November of any given year will be paid with the first pay period in December. The time will be paid at the rate of the employee's straight time hourly rate since the compensatory time was accrued at one and one-half (1-1/2) times the number of hours worked. By mutual agreement with the Employer, an employee may work an alternate work schedule and take an equivalent amount of compensatory time off within the same work week. Such exchange of time shall not, by itself, entitle the employee to overtime.

14.3 Any extra services required on Friday, Saturday, or Sunday or over the regular assigned work week shall be paid for at time and one-half (1-1/2) the employee's regular hourly rate or the employee may accrue the equivalent hours at the rate of time and one-half (1-1/2) to be taken as compensatory time.

14.4 Call out - Call back: Each call out or call back ordered by an employee's supervisor shall be paid for actual time worked at the rate of time and one-half (1-1/2) his hourly rate or for one (1) hour straight time at his regular hourly rate, whichever is the greater amount.

ARTICLE 15 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

15.1 See attached Appendix A - Office-Clerical Employees

15.2 See attached Appendix B - Family Medical Leave

(The above referenced Appendices are attached and incorporated by this reference.)

ARTICLE 16 - PAY ARRANGEMENTS

16.1 All employees shall be paid all monies earned by the fifth (5th) and the twentieth (20th) of each month for the preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the employee.

16.2 Upon discharge or quitting, the City shall pay all monies due the employee on the pay period or within fifteen (15) calendar days following such quitting or discharge, providing the employee has settled all accounts.

16.3 In case of monies claimed by the employee but disallowed by the City, a fully detailed written explanation must be given the employee.

16.4 No claim for wages shall be recognized unless presented to the City and the Union within thirty (30) calendar days from the date of the pay period giving rise to such claim. In the event

the claim is timely, as outlined in this Section, the wage correction shall be limited to thirty (30) calendar days prior to the date the written claim is received.

16.5 The City shall furnish each employee with an itemized statement of earnings and deductions for each pay period.

16.6 The City upon request, will supply the Union representative with all necessary payroll records needed by the Union representative to determine whether the City is complying with this Agreement.

ARTICLE 17 - HEALTH CARE BENEFIT PROGRAMS

17.1 The employer currently provides the following medical, dental, and vision coverage for all eligible:

Medical -	Washington Teamsters Plan "A"
Dental -	Washington Teamsters Plan "B"
Vision -	Washington Teamsters Pan "EXT"

It is understood that the employer shall make an annual determination of which insurer provides the best and most cost effective coverage for medical, dental, and vision coverage that will provide equivalent coverage as currently provided but is not required to obtain said coverage from the current provider. It is also understood that the current provider may at their option choose not to provide coverage at the conclusion of any contract year and that employer shall then seek to obtain substantially equivalent coverage from another provider.

Employer currently pays \$811.00 per month per employee toward the combined premium for medical, dental and vision plans. Each employee will pay the individual balance of the remaining combined premium for such medical, dental and vision insurance through individual employee payroll deduction. Effective January 1, 2006, January 1, 2007, and January 1, 2008 Employer shall increase the Employer contribution by 50% of any increase in premium and employees shall pay 50% of any increase in premium.

17.2 Each employee has been provided a copy of this labor agreement, and current copies of the benefit booklet for each health care coverage named in Section 17.1 above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the City to pay his premium, it is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family. If an employee misplaces any of the booklets he should contact the Local Union office for a replacement copy.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

18.1 The total amount due for each calendar month for each of the employee benefit plans set forth in Article 17 shall be remitted in a lump sum not later than ten (10) business days after the

last business day of such preceding month.

ARTICLE 19 - ACCEPTANCE OF TRUSTS

19.1 The City hereby acknowledges that it has received true copies of the Washington Teamsters Welfare Trust, Teamsters Vision Care Trust, Washington Teamsters Dental Trust and Teamsters Retiree's Welfare Trust shall be considered a party thereto. The City further agrees that the Employer-Trustees named in said trusts, and their successors in trust, are and shall be his representatives and consents to be bound by the actions and determinations of the Trustees.

ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

20.1 The City shall pay into the appropriate employee's retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.

ARTICLE 21 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE

21.1 The City may discipline, demote, discharge or suspend an employee for cause, but no employee shall be disciplined, demoted, discharged or suspended unless a written notice has previously been given to such employee and a copy to the Union, setting forth the complaint against said employee concerning his work or conduct, which written notice shall be given within fourteen (14) calendar days of the date of such violation, or within fourteen (14) calendar days from the date such violation became known to the City; and, unless the employee has been given an opportunity to respond, orally or in writing, to the complaint(s), and to state why disciplinary action should not be taken. The notice shall specify the nature of the complaint, and shall include an explanation of the evidence of the complaint. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing(s), nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the complaint, or which is introduced to present a more complete case, or which is the project of continued investigation. No such prior warning notice shall be necessary if the cause for discharge is dishonesty, drinking related to his employment, carrying unauthorized passengers, gross insubordination, illegal possession, and/or use of federally designated drug abuse items, willful destruction of public property, or such other misconduct which is so serious in nature as to justify discharge without a written warning notice.

21.2 The City shall give a copy of such warning notice to the employee, and a copy sent to the Union at the time it is given to the employee.

21.3 An employee may request an investigation of his discharge or suspension or warning notice, and the Union shall have the right to protest any such discharge or suspension or warning notice. Any such protest shall be presented to the City Manager or his designee in writing within fourteen (14) calendar days after the discharge, suspension, or warning notice, and if not presented within such period, the right of protest shall be waived.

21.4 The Union shall immediately take this protest up with the City Manager or his designee, and

if it is not resolved within twenty-one (21) calendar days, the matter may be submitted to arbitration pursuant to the terms of Article 22, of this Agreement.

21.5 The City shall give to a suspended or discharged employee a written notice of suspension or termination and at the same time send a copy to the Union.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

22.1 Policy: The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of the employee's grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

22.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

22.3 STEP 1: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels it is necessary.

22.4 STEP 2: If it is determined a grievance does exist and it is not resolved in Step 1, within fourteen (14) calendar days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Head or his designee, the Union, and the grievant(s), within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within an additional fourteen (14) calendar days, then,

22.5 STEP 3: An attempt will be made to resolve the grievance with the City Manager, the Union and the grievant(s) within fourteen (14) calendar days of the conclusion of Step 2. If the grievance is not satisfactorily resolved within an additional fourteen (14) calendar days, then,

22.6 STEP 4: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the City and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.

22.7 STEP 5: If the matter is submitted to arbitration, the City and the Union may select an impartial arbitrator within fourteen (14) calendar days after the agreement is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve,

either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

22.8 The arbitrator shall commence hearings within a reasonable period of time after his selection, and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement, and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change this Agreement in any of its parts.

22.9 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the City and the Union. All other costs and expenses shall be borne by the party incurring them.

22.10 The City and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

22.11 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above, and there shall be no lockout, strike, interruption of work, slowdown, or other interference with production during the life of this Agreement.

ARTICLE 23 - MAINTENANCE OF STANDARDS - MISCELLANEOUS PROVISIONS

23.1 The Union and the City recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through the efficient and productive operation of the City. The City may establish reasonable work standards which shall take into account all factors relating to the work assignment.

23.2 Union Non-Discrimination: No employee shall be discriminated against for acting on a committee of the Union. No employee shall suffer a reduction in wages and/or more favorable working conditions due to the signing of this Agreement.

23.3 Bargaining Unit Work: Employees who are members of the bargaining unit shall normally perform work of the bargaining unit, unless the continuation of such practice proves to be wasteful or unproductive.

23.4 The City agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendixes.

23.5 New Job Classifications: In the event new job classifications are established within

operations covered by this Agreement, the rates shall be subject to negotiations between the parties. The rates agreed upon shall be effective as of the date they are put into use.

23.6 Access: Authorized agents of the Union shall have access to the City'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 City's working schedule.

23.7 Work Rules: The Union recognizes the right of the City to establish such reasonable employer rules and personnel policies governing disciplinary matters, as long as such rules and policies are provided to the employees and are not in conflict with the terms and provisions of this Agreement.

23.8 Non-Discrimination: The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or age.

23.9 Gender: Where 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.

23.10 Medical Exams: Any physical examination (including inoculations), required by the City shall be taken on Employer time and shall be paid by the City, after submission to the Employer's medical insurance carrier, provided said services are by a certified physician or institution.

23.11 Rest Periods: All employees shall be granted a fifteen (15) minute rest break approximately half-way through the first half (1/2) of their shift and a fifteen (15) minute rest break approximately half-way through the second half (1/2) of their shift. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time. The fifteen (15) minutes allowed for each break shall include shutdown and startup time.

23.12 Residency Requirements: The City may not require that any employee live within any specific geographical area unless the job duties of the individual can be shown to require an emergency response. Where such requirement can be shown, the employee may be required to live within a thirty (30) minute normal driving time of City Limits.

ARTICLE 24 - PERSONNEL FILES

24.1 Subject to the limitations stated in RCW 49.12.260, employees shall have the right to review material in their personnel files upon request during regular business hours between 8:00 AM and 5:00PM, Monday through Friday. The employee may have a representative of the Union accompany him or her if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer to the employee.

24.2 The personnel file shall contain all annual evaluation reports that have been completed and such other material that would assist in evaluating the employee.

24.3 Materials, including evaluations, judged by the employee to be negative and/or derogatory may be answered or rebutted by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

24.4 The Employer will provide the employee with a copy of any material that is placed in his or her personnel file within fourteen (14) calendar days of such action.

24.5 Any written reprimand or warning received by an employee shall be maintained in the employee's personnel file for a maximum of one (1) year.

24.6 After three (3) years, an employee may have derogatory materials, including records of suspension, other than yearly evaluations or written warnings (see section 24.5 above,) expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years, in which case all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file.

24.7 When an employee reviews his or her personnel file, he will sign and date the review only to indicate the review.

24.8 Other records retained in the personnel file and subject to review by the employee upon request include, but are not limited to: (1) Employee's application form; (2) Certification records; (3) Payroll information; (4) Routine correspondence; and (5) Evaluations.

ARTICLE 25 - CONTINUATION OF WORK

25.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slow-down, and refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide or other interference with the City functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

25.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. The employee shall not be entitled to any pay and benefits during such strike or work stoppage.

ARTICLE 26 – RANDOM DRUG TESTING

26.1 The City and Local #760 support a drug free community and in an effort to set an

example for the citizens and more particularly the youth of our city have agreed that all represented employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment or appointment for all elected officials, appointed voluntary board members of all advisory boards and commissions of the city, and all full and part-time employees of the city. Recognizing that this program must be approved by each bargaining unit of the city and established by ordinance, this article shall not become effective until each bargaining unit of the city has incorporated the same article in their collective bargaining contracts and the City Council has adopted the necessary ordinance to apply the same random drug testing to all elected officials, volunteer board and commission members, part-time employees, and non-represented and management employees of the city. Said ordinance shall require that any elected official or volunteer board or commission member who tests positive shall be removed from office and that all management, part-time, and non-represented employees who test positive shall be subject to disciplinary action including termination of employment with the city.

26.2 Any employee who tests positive for any alcohol or illegal drugs, or prescriptions drugs which could negatively affect their job performance and for which they do not have a valid prescription or which they are not using as directed by their physician, or who refuses to take such test will be subject to disciplinary action including termination of employment with the City. Any employee who tests positive shall, on the first such occurrence, be immediately removed from the work place and placed on unpaid administrative leave and shall report to a City approved substance abuse counselor for evaluation as directed by their Department Head and shall not return to work until said counselor has notified the Department Head that the employee does not pose a threat to the him/herself or other employees and has by written agreement enrolled in an appropriate rehabilitation program. Said employee shall be required to meet all the terms of the rehabilitation program and be subject to additional testing at least monthly until released from the program. For a period of two years such employees shall be subject to testing six times in each 12 month period. Any subsequent positive test during the remaining tenure of the employee or refusal of the employee to submit to any required test or failure to complete any of the terms of the rehabilitation program for such employees shall result in termination of employment.

26.3 Any employee who voluntarily advises their Department Head that they have a drug or alcohol problem and who agrees to a plan of treatment or rehabilitation shall not be subject to disciplinary action so long as they fully comply with the terms of the treatment or rehabilitation program. The treatment or rehabilitation program must be approved by the Department Head and the employee must agree that the provider of the program shall share with the Department Head periodic reports on the employee's participation and the final results of the program. Any employee who fails to meet the terms of the program shall be subject to termination of employment with the City.

ARTICLE 27 - SAVINGS CLAUSE

27.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be

re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the City agrees to be bound by the Union's position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall be in full force and effect from January 1, 2006 and shall remain in full force and effect through December 31, 2008. 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 January 1, 2006.

Signed for:
CITY OF SUNNYSIDE

Signed for:
TEAMSTERS LOCAL #760

By _____

By _____

City Manager: Robert Stockwell

Secretary/Treasurer: John Parks

Date _____

Date _____

APPENDIX "A"
OFFICE-CLERICAL EMPLOYEES

ARTICLE 1A - DEFINITION AND DIRECTION OF OFFICE-CLERICAL EMPLOYEES

1.A.1 An Office-Clerical employee is one who is engaged in many varied office-clerical functions of the City.

1.A.2 The Office-Clerical employees will be under the direct authority of the Assistant Finance Director and indirectly under the authority of the Finance Director. In the case of the Court Clerk and Court Clerk/Interpreter, the Court Administrator shall have immediate authority in the day to day operations of the Court; the court will be under the direct authority of the Assistant Finance Director and indirectly under the authority of the Finance Director. Except: The Parks and Recreation Assistant is under the direct authority of the Parks & Recreation Director and the Building Secretary/Permit Coordinator who is under the authority of the Public Works Director.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedules for Office-Clerical employees shall be effective January 1, 2006:

MONTHLY SALARY STEPS
Effective January 1, 2006

<u>Classification</u>	A	B	C	D	E
Asst. Court Administrator	2878	3022	3173	3332	3499
Park & Rec. Assistant	2486	2610	2741	2878	3022
Accounting Assistant	2368	2486	2610	2741	2878
Bldg. Sec/Permit Coordinator	2368	2486	2610	2741	2878
Court Clerk	2368	2486	2610	2741	2878

MONTHLY SALARY STEPS
Effective January 1, 2007

<u>Classification</u>	A	B	C	D	E
Asst. Court Administrator	2964	3113	3268	3432	3603
Park & Rec. Assistant	2561	2689	2823	2964	3112
Accounting Assistant	2439	2561	2689	2823	2965
Bldg. Sec/Permit Coordinator	2439	2561	2689	2823	2965
Court Clerk	2439	2561	2689	2823	2965

MONTHLY SALARY STEPS
Effective January 1, 2008

<u>Classification</u>	A	B	C	D	E
Asst. Court Administrator	3053	3206	3366	3535	3711
Park & Rec. Assistant	2637	2769	2908	3053	3206
Accounting Assistant	2512	2638	2770	2908	3054
Bldg. Sec/Permit Coordinator	2512	2638	2770	2908	3054
Court Clerk	2512	2638	2770	2908	3054

Each classification shall be increased 5% across the board effective January 1, 2006, 3% January 1, 2007, and 3% January 1, 2008.

2.A.1.1 New employees shall be hired at least Step "A" above, with subsequent progression to the next step on their employment anniversary date, until they reach Step "E." The Employer may, however, retain an employee at the employee's salary percentage step if the employee's job performance has not been satisfactory. Such retention shall be subject to the Agreement's Grievance Procedure. In no event shall an employee suffer a reduction in wages due to promotion or reclassification.

APPENDIX "B"
FAMILY MEDICAL LEAVE ACT

ARTICLE 1B - GENERAL PROVISIONS

1.B.1 Availability of Leave: Subject to the conditions and privileges below, an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:

- 1.B.1.1 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 1.B.1.2 Because of the placement of a son or daughter with the employee for adoption or foster care.
- 1.B.1.3 In order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- 1.B.1.4 Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

1.B.2 Definition of Certain Terms

1.B.2.1 "Eligible Employee" means an employee who has been employed (a) for at least 12 months by the employer, and (b) for at least 1,250 hours of service with such employer during the previous 12-month period.

1.B.2.2 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves (a) in-patient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health-care provider.

1.B.2.3 "Health-care Provider" means (a) a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or (b) any other person determined by the U. S. Secretary of Labor to be capable of providing health-care services.

1.B.2.4 "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

1.B.2.5 "Spouse" means a husband or wife, as the case may be.

1.B.3 Birth or Placement of Child - Computation of Leave

The entitlement to leave because of the birth of a son or daughter of the employee, in order to care for such son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care, shall expire at the end of the 12-month period beginning on the date of such birth or placement.

1.B.4 Leave Taken Intermittently or on a Reduced-leave Schedule:

1.B.4.1 General Provisions: Leave taken because of the birth of a son or daughter of the employee, in order to care for such son or daughter; or, because of the placement of a son or daughter with the employee for adoption or foster care, shall not be taken by an employee intermittently or on a reduced-leave schedule unless the employee and the employer agree otherwise. Leave under paragraphs (3) or (4) of Subsection A above may be taken intermittently or on a reduced-leave schedule when medically necessary, and the employer determines that such intermittent or reduced-leave schedule will not unduly disrupt the operations of the employer. The taking of leave intermittently or on a reduced-leave schedule pursuant to this paragraph shall not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

1.B.4.2 Temporary Transfer: If an employee requests intermittent leave, or leave on a reduced-leave schedule, but such leave is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that (a) has equivalent pay and benefits; and (b) better accommodates recurring periods of leave than the regular employment position of the employee.

1.B.5 Required Use of Accrued Paid Leave: An employee taking family and/or medical leave shall be required to substitute and first use accrued paid vacation leave, sick leave, compensatory time, emergency leave, and any other accrued paid personal leave, for leave provided under this policy. Family and/or medical leave taken in excess of the employee's accrued paid vacation leave, sick leave, compensatory time, emergency leave, and any other accrued paid personal leave, shall be without compensation.

1.B.6 Both Spouses Employed by the City: In any case in which a husband and wife entitled to family and/or medical leave are employed by the City of Sunnyside, the aggregate number of work weeks of leave to which both may be entitled shall be limited to 12 work weeks during any 12-month period, if such leave is taken because of the birth or placement of a son or daughter, or in order to care for a sick parent.

ARTICLE 2B - PROCEDURES

2. B.1 Foreseeable Leave

1. Requirement of Notice: In any case in which the necessity for leave is foreseeable based on an expected birth or placement of a son or daughter, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2. Duties of Employee. In any case in which the necessity for leave (a) in order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, is foreseeable based on planned medical treatment, the employee:

(a) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health-care provider of the employee or the health-care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(b) Shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2. B.2 Certification

2.B.2.1 A request for leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, shall be supported by a certification issued by the health-care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

2. B.2.2 Sufficient Certification. Certification provided above shall be sufficient if it states:

- (a) The date on which the serious health condition commenced;
- (b) The probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health-care provider regarding the condition;
- (d) A statement that the eligible employee is needed to care for the son, daughter, spouse,
or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; or, a statement that the employee is unable to perform the functions of the position of the employee, as appropriate.
- (e) In the case of certification for intermittent leave, or leave on a reduced-leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- (f) In the case of certification for intermittent leave, or leave on a reduced-leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced-leave schedule and the expected duration of the intermittent leave or reduced-leave schedule.

2. B.3 Second Opinion: In any case deemed appropriate by the employer, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health-care provider designated or approved by the employer.

2. B.4 Resolution of Conflicting Opinions

(a) In General. In any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.

(b) Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.

2. B.5 Subsequent Recertification: The employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

ARTICLE 3.B - EMPLOYMENT AND BENEFITS PROTECTION

3. B.1 Restoration to Position

1. In General. Except as provided below, any eligible employee who takes family and/or family medical leave under this section for the intended purpose of the leave, shall be entitled, on return from such leave:

(a) To be restored by the employer to the position of employment held by the employee when the leave commenced; or

(b) To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

3.B.2 Loss of Benefits

The taking of leave under this policy and procedure shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

3.B.3 Nothing in this section shall be construed to entitle any restored employee to: (a) the accrual of any seniority or employment benefits during any period of leave; or (b) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

3. B.4 Certification

As a condition of restoration under Subparagraph (A) above, for an employee who has taken leave because of serious health condition that makes the employee unable to perform the functions of the position of such employee, such employee shall receive certification from the health-care provider of the employee that the employee is able to resume work.

3. B.5 Maintenance of Health Benefits

3. B.5.1 Coverage. Except as provided in Subparagraph 2 below, during any period that an eligible employee takes family and/or medical leave, the employer will maintain existing health insurance coverage, as available, for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

3. B.5.2 Failure to Return from Leave: The employer may recover the premium the employer paid for maintaining coverage for the employee under such health insurance plan during any period of unpaid family and/or medical leave if:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (b) The employee fails to return to work for a reason other than:
 - (i) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
 - (ii) Other circumstances beyond the control of the employee.

ARTICLE 4B - FORMS

Forms necessary to administer the provisions for Family Medical Leave shall be provided by the City Finance Department or other department as determined from time to time by the City Manager.