

DEPARTMENT HEADS AGREEMENT

BY AND BETWEEN

THE CITY OF GRANGER

AND

TEAMSTERS LOCAL UNION NO. 760

JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RECOGNITION	1
ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF	1
ARTICLE 5 - RIGHTS OF PARTIES	2
ARTICLE 6 - DEFINITIONS OF EMPLOYEES.....	3
ARTICLE 7 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI.....	4
ARTICLE 8- HEALTH CARE BENEFIT PROGRAMS	4
ARTICLE 9 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS	5
ARTICLE 10 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE	5
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 12 - UNION ACTIVITY	8
ARTICLE 13 - GENERAL PROVISIONS	9
ARTICLE 14 - SAVINGS CLAUSE	9
ARTICLE 15 - PERFORMANCE OF DUTY	10
ARTICLE 16 - TERM OF AGREEMENT	10
ARTICLE 17 - ENTIRE AGREEMENT	10
APPENDIX A - WAGES & LONGEVITY	11
APPENDIX B - VACATION.....	14
APPENDIX C - HOLIDAY	15
APPENDIX C - DEFINED LEAVES	16

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF GRANGER, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees. The parties further understand and agree that this agreement is intended to promote uninterrupted and efficient employer operations, the proficiency and security of employees covered by this agreement, and harmonious labor relations, giving full recognition to the rights and responsibilities of the employer, union and the employees.

ARTICLE 2 - DEFINITIONS

2.1 As used herein, the following terms shall be defined as follows:

2.1.1 "Employer" shall mean the City of Granger, Washington.

2.1.2 "Union" shall mean General Teamsters Union Local #760, affiliated with the International Brotherhood of Teamsters.

2.1.3 "Bargaining Unit" shall mean all employees occupying positions as identified in Section 3.1 of this Agreement.

2.1.4 "Employee" shall mean a member of the Bargaining Unit as listed in Section 3.1 of this Agreement.

2.1.5 "Monthly Salary" shall mean the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

2.1.6 "Retirement" shall mean the attainment of age 55 with five (5) years of service, or age 50 with twenty (20) years of service or as defined in the appropriate State of Washington Department of Retirement Services regulation regarding employees of this bargaining unit.

ARTICLE 3 - RECOGNITION

3.1 The employer recognizes the union as the sole and exclusive collective bargaining representative of all full time and part time employees in the City of Granger's Department Heads, City Clerk Treasurer, Public Works Director, Police Chief, and excluding all other positions.

ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF

4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the *City of Granger Dept. Heads 2015-2018*

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

4.1.1 Nothing contained in this article shall require an employee, who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, to join or remain a member of the union. In such an event, an amount of money equivalent to regular union dues shall be paid to a charity mutually agreed upon by the employee and the union.

4.1.2 In the event an employee fails to apply for or maintain his membership in the Union as required in Section 4.1 or 4.1.1 of this Agreement, the Union may give the Employer notice of this fact and fourteen (14) calendar days following receipt of such notice, the service of such employee shall be discharged by the Employer.

4.2 When the employer hires a new employee recognized as a position covered in the bargaining unit, the employer shall, within seven (7) 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.

4.3 Upon written authorization from an employee within the bargaining unit the employer shall deduct from the wages of that employee the sum certified as the assessments and monthly dues of the union and shall forward such sums to the union along with an alphabetized list showing the names and amounts deducted from each employee. Such deduction may be made only if the accrued earnings of the employee are sufficient to cover said deduction after all other authorized payroll deductions, either required or ordered by law, for the employee have been made. Should an employee not have monies due him or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that month for that employee.

4.4 The union shall indemnify, defend and hold the employer harmless from and against any claims, lawsuits and actions made or instituted against the employer for good faith effort to comply with this article, including any lawsuits or actions naming the employer as a party, resulting from any "check-off" of dues for the union. The union shall refund to the employer any amounts paid to it in error on account of the "check-off" provision upon presentation of proper evidence thereof.

ARTICLE 5 - RIGHTS OF PARTIES

5.01 It is agreed that except as specifically modified by this Agreement, all of the rights, powers and authority the City and employees had prior to the signing of this Agreement are retained by the City and employees.

5.02 The exercise of any management right not specifically modified by this Agreement or the Personal Policy, or failure to exercise any such right does not prevent management from exercising that right in a different manner in the future. Examples: Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- 1: To direct and supervise all operations, functions and policies of all departments in which the employees in the bargaining unit are employed.
- 2: To terminate, combine or reorganize any department or function of the City for budgetary or any other reason.
- 3: To determine the need for a reduction or an increase in the work force and implement any decision with regard thereto.
- 4: To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, appearance, methods and procedures, except as specifically provided herein.
- 5: To implement new and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 6: To designate and to assign all work duties.
- 7: To introduce new duties and to revise job classifications and duties within the unit.
- 8: To determine the need for and the qualifications of new employees, transfers and promotions.
- 9: To discipline, suspend, demote or discharge any employee for just cause.

5.1 Limitation: The exercise of any management prerogative, function or right which is not specifically modified by this Agreement or the Personal Policy is subject to the grievance procedure or bargaining during the term of this agreement if said function or right substantially changes the employees work environment including but not limited to wages, benefits or hours of work the employees had prior to the ratification of this agreement.

5.2 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.

5.3 No employee shall be required to unwillingly submit to a polygraph test.

5.4 The duties of department Heads is to direct the work force in each of their department and shall continue through the life of this agreement to do so with the same rights and authority established prior to the signing of this agreement. Any deviation of this right by the City shall be subject to grievance and arbitration.

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

6.1 Regular Full-time Employees: A Regular Full Time employee is one who has been approved by the City of Granger, has served his probationary period, is employed on a full time basis, is paid the wage rate for the type of work performed based upon his years of service, and who accrues the benefits and conditions of this Agreement.

6.2 Probationary Employee: A probationary employee shall be defined as any new hire who has not completed Six (6) calendar months of service to the Employer since his first (1st) day of employment
City of Granger Dept. Heads 2015-2018

within the bargaining unit. A probationary employee shall work under the provisions of this Agreement, but shall serve on a trial basis only, during which period he may be discharged without further recourse. The Union and/or the employee shall not grieve or be permitted to utilize any part of the grievance procedure set forth in this Agreement to resolve disputes pertaining to probationary employee discipline, including suspension, termination and/or discharge, which results from the employee's conduct, including failure to adequately perform the duties of his position.

ARTICLE 7 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

7.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.

Effective January 1, 2015, based on December compensated hours of each member of the bargaining unit shall divert from wages two dollars (\$2.00) per hour and the City of Granger shall contribute two dollars and sixty cents (\$2.60) per hour for a total of four dollars and sixty cents (\$4.60) per hour into the Western Conference of Teamsters Pension Trust, using a forty (40) hour work week as a basis not to exceed one hundred and eighty four (184) hours per month or two thousand and eighty (2080) hours per calendar year.

Effective January 1, 2015, the employees covered by this Agreement may in November, upon majority vote by secret ballot, elect to divert an additional specified amount from pre-tax wages into the Western Conference of Teamsters Pension Trust Fund for each contract year. Such election will be effective January 1, of the following year. This may take place each year, for the term of this Agreement.

The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to section 7.1 hereof. The Employer is not obligated to make any additional contributions on the amounts by which the contractual wage rates are reduced now or in the future by the employee(s).

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

ARTICLE 8- HEALTH CARE BENEFIT PROGRAMS

8.1 Effective February 1, 2016 the City of Granger on behalf of each bargaining unit member who had at least forty (40) compensable hours in the prior month shall contribute \$1,455.30 per month to provide the following benefits.

8.1.1 Washington Teamsters Medical plan B.

8.1.2 Washington Teamsters Dental plan A.

8.1.3 Washington Teamsters Vision plan.

8.1.4 Washington Teamsters Time Loss Plan A

8.2 Any and all increases to the above plans that exceed the monthly health and welfare cap as set forth in 8.1 above for benefits in the sections (8.1.1), (8.1.2), (8.1.3) and (8.1.4) shall be paid by the employee(s).

8.3 . In exchange for the bargaining unit's agreement to the cap of one thousand, four hundred, fifty-five dollars and thirty cent (\$1,455.30), the City agrees that the bargaining unit is entitled to the same improvement in health and welfare benefits that may be negotiated by any other City of Granger bargaining unit during the term of this agreement. For purposes of this provision, another bargaining unit's election to change coverage level plans in order to continue full maintenance of benefits will not be considered an improvement in health and welfare benefits.

8.4 If federal or State law requires mandatory modification of the health and welfare benefits provided herein, the parties shall enter into negotiations regarding such required modifications.

ARTICLE 9 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

9.1 The employer and the union agree that each employee shall be provided a copy of this agreement and current copies of any related fringe benefit booklets. The union agrees to bear the cost of production of the Collective Bargaining Agreements and to distribute those to the employer and employees. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces any of the fringe benefit booklets, he should contact City Hall for a replacement copy.

9.2 In the event the employee has not been compensated for the required number of hours for the employer to pay its share of the premium for benefit plan coverage, an employee may make such premium payments, plan permitting, so as to allow the employee to continue full coverage of the affected benefit plan. It is an employee's responsibility to immediately contact the employer to determine which benefit plans allow for such employee-made premium payments. Unless required by applicable law, this section 19.2 shall not apply to employees who have been discharged, terminated, retired or who are no longer employed by the City.

ARTICLE 10 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

10.1 The City has the right to discipline or discharge employees for just cause. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline. The City may discipline or discharge employees based on the following examples of misconduct, but are not limited thereto:

- (1) Violations of work rules, regulations and amendments thereto;
- (2) Willful neglect of duty;
- (3) Insubordination;
- (4) Conviction of a gross misdemeanor;
- (5) Gross misconduct;
- (6) Unauthorized use of material or equipment;
- (7) Intentional falsification of reports, records or other documentation;
- (8) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs
- (9) Safety violations;
- (10) Theft;
- (11) Negligent and/or willful damage to City property;
- (12) Possession of illegal drugs while on duty;

10.2 If the City elects to use disciplinary action, then the progressive discipline will be dependant on the severity of the infraction. The employer is not required to adhere strictly to the order of discipline below.

- (1) Verbal reprimand.
- (2) Written reprimand.
- (3) Suspension without pay.
- (4) Discharge.

10.3 All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the City's responsibility to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

10.4 Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

10.5 The City will strive to investigate and administer disciplinary actions equally and in a timely manner.

10.6 Disciplinary records will, after two (2) calendar years from the date of the incident, and upon the employees written request, be returned to the employee, unless in the intervening period similar related infractions have occurred. In this case the time frame above starts over from the most recent infraction.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

11.1 Scope of the Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance.

11.2 No grievances or claim of violation of this Agreement shall be recognized unless first presented by the employee to the City and the Union by notifying said Union and City in writing within ten (10) working days from the date of the occurrence or reasonable knowledge of the occurrence causing the grievance.

Step 1. The aggrieved employee shall discuss the grievance with the City within ten (10) days of the date of the occurrence or reasonable knowledge of the occurrence prompting the grievance. The Mayor shall attempt to adjust the matter and shall respond to the employee within fourteen (14) working days.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee and or representative shall submit a written grievance to the City within five (5) working days following the Mayor's written response and meet with the City to discuss the grievance within fourteen (14) calendar days of the date the written grievance was submitted to the City. The written grievance at this step and at all steps thereafter shall contain the following information:

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee or representative

The Mayor shall respond in writing to this grievance within fourteen (14) after the date of the step 2 meeting the Mayor's response at all steps thereafter, shall contain the following information:

- (1) an affirmation or denial of the facts upon which the grievance is based;
- (2) an analysis of the alleged violation of the Agreement;
- (3) the remedy or adjustment, if any, to be made; and
- (4) the signature of the Mayor

Step 3. If the grievance is not resolved at Step 2 the Union or City may refer the dispute to Expedited Mediation/Arbitration as provided below. The Union shall notify the City in writing of submission to Expedited Mediation/Arbitration within five (5) working days after receipt of the City Administrators written response at Step 3.

The parties agree to timely establish a panel of five (5) mediator/arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel, then a list of fifteen (15) names shall be obtained from PERC. The parties shall alternatively strike names until five (5) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person will serve. The mediator/arbiters shall thus serve in rotation.

Each party may unilaterally remove a mediator/arbiter at any time as long as there is no dispute pending at the time. Mediator/Arbiter panel vacancies shall be filled as in the above paragraph.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing.

The mediator/arbiter shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this agreement. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall not have authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, Union and City.

Either party has the right to have a representative represent them at any step of the procedure.

Each party shall pay its own expenses incurred during the mediation/arbitration and shall equally pay the expenses of the mediator/arbiter.

The following grievance principals shall govern and be controlling in any and all grievances:

1. While a grievant may be "made whole" any punitive award shall be void and unenforceable.
2. Unless mutually agreed otherwise, only one grievance will be heard at a time by an arbiter.

ARTICLE 12 - UNION ACTIVITY

12.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful union principles. Any employee who works under the instructions of the union or who serves on a union committee shall not lose his job or be discriminated against for this reason provided such activities do not interfere with the performance of the employee's job duties.

12.2 Union Investigative and Visitation Privileges: The employer agrees to permit the duly authorized representatives of the union to have access to the employer's premises for the purpose of adjusting grievances and the representation of the employees, subject to security regulations, provided that such does not interfere with the normal work processes. No union officer or member shall conduct any union

business on city time and no union meetings shall be held on city time or premises unless authorized by the Mayor. Off duty meetings may be scheduled and held on city premises with the consent of the Mayor.

12.3 Bulletin Board: The employer agrees to provide suitable space to be used as a union bulletin board. Posting by the union on such board shall be confined to the official business of the union.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Standards: The union recognizes the right of the employer to establish such reasonable employer rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this agreement. The employer shall be responsible to notify the employee of new rules or rule changes and to apply them reasonably to all employees. Employees shall be responsible to seek clarification and/or interpretation of such rules and their intent and purpose. If said rules or policies substantially change the work environment of the employees such changes shall be subject to negotiation with the Union.

13.2 Non-Discrimination: The employer and the union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical disability. It is understood by the parties that the rights extended to individuals as a result of this paragraph will be subject to and identical with those extended by applicable state, federal and local laws.

13.4 Gender: Wherever words denoting a specific gender are used in this agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 14 - SAVINGS CLAUSE

14.1 If any Article or Section of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement, or the application of same to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

14.2 Should either party find that a provision is invalid, and the other party disagrees with this finding, then the Article or provision in question shall be declared inoperative pending a resolution of the question. Should the challenged provision be held valid and/or legal the challenged provision shall be returned to operation. Material losses under this contract, incurred due to the suspension and employees suffering shall be made whole.

14.3 In the event that any Article or Section as referred to in the foregoing paragraphs is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the receipt of the request of the Union or City for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 15 - PERFORMANCE OF DUTY

15.1 It is understood and agreed that the services performed by City employees included in this agreement are essential to the public health, safety and welfare. Therefore, the employees agree that there shall be no strikes, slowdowns or stoppage of work, or any interference with the efficient operations of the department. Violation of this article shall subject the employee to disciplinary action or discharge.

ARTICLE 16 - TERM OF AGREEMENT

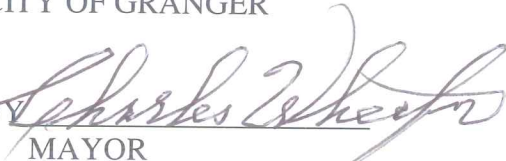
16.1 This Agreement shall be in full force and effect from January 1, 2015, and shall remain in full force and effect through December 31, 2018.

16.2 Notwithstanding the provisions of Section 14.1 , this Agreement and provisions shall continue to remain in full force and effect during the course of negotiations on a new labor agreement until such time as the terms of the new Agreement have been consummated or an impasse has been reached and declared by the Employer and/or the Union, whichever is sooner; provided, however, in no event may this Agreement be terminated earlier than one (1) year following the expiration date.

ARTICLE 17 - ENTIRE AGREEMENT

17.1 This agreement expressed herein in writing constitutes the entire agreement between the parties and there shall be no amendments except in writing and with the agreement of both parties.

SIGNED FOR THE CITY:
CITY OF GRANGER

BY 
MAYOR

DATE 2/25/2016

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

BY _____
SECRETARY-TREASURER

DATE _____

APPENDIX A - WAGES & LONGEVITY

CHIEF OF POLICE

Minimum years of Service in Position + certification of Job requirements	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Minimum of 5 Years of Service in Position	\$65,100	\$67,053	\$68,394	\$69,762
4th Year of Service in Position	\$64,000	\$65,000	\$66,000	\$68,000
3rd Year of Service in Position	\$62,000	\$63,000	\$64,000	\$66,000
2nd Year of Service in Position	\$60,000	\$61,000	\$62,000	\$64,000
Entry Level Position	\$58,000	\$59,000	\$60,000	\$62,000

CLERK/TREASURER

Minimum years of Service in Position + certification of Job requirements	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Minimum of 5 Years of Service in Position	\$55,650	\$57,320	\$58,466	\$59,635
4th Year of Service in Position	\$54,000	\$55,000	\$56,000	\$58,000
3rd Year of Service in Position	\$52,000	\$53,000	\$54,000	\$55,000
2nd Year of Service in Position	\$50,000	\$51,000	\$52,000	\$53,000
Entry Level Position	\$48,000	\$49,000	\$50,000	\$51,000

PUBLIC WORKS DIRECTOR

Minimum years of Service in Position + certification of Job requirements	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Minimum of 5 Years of Service in Position	\$65,100	\$67,053	\$68,394	\$69,762
4th Year of Service in Position	\$64,000	\$65,000	\$66,000	\$68,000
3rd Year of Service in Position	\$62,000	\$63,000	\$64,000	\$66,000
2nd Year of Service in Position	\$60,000	\$61,000	\$62,000	\$64,000
Entry Level Position	\$58,000	\$59,000	\$60,000	\$62,000

Longevity:

YEARS OF
SERVICE
5

MONTHLY
LONGEVITY PAY
\$10.00

7	18.00
9	35.00
11	55.00
13	70.00
15	88.00
17	105.00
19	125.00
21	140.00
23	155.00
25	170.00

1.B.2 A new employee or an employee returning from a leave of absence or any other leave wherein the employee's accrual of longevity has been suspended will receive longevity pay for the month if they are placed on the payroll or return to work on or before the fifth (5th) of the month and actually work continuously through the rest of the month. A terminating employee will not earn longevity pay for the month in which he terminates unless he actually works continuously through the twenty-fifth (25th) of the month.

APPENDIX B - VACATION

Vacation Leave: All regular employees shall earn vacation leave with pay, according to the following schedule:

Continuous Service	Monthly Vacation accrual
Beginning with one (1) year and through four (4) years	15.33 hours
Beginning with five (5) years and through nine (9) years	17.33 hours
Beginning with ten (10) years and through fourteen (14) years	19.33 hours
Beginning with fifteen (15) years through nineteen (19) years	21.33 hours
Twenty years and over	23.33 hours

Pursuant to the Personnel Policy of the City of Granger the maximum number of vacation hours that may be exchanged for payment or "cashed out" is eighty (80) hours.

Vacation time carryover to the following year for use shall be a maximum of three hundred twenty (320) hours per year.

The FLSA exempt positions of Chief of Police, Clerk-Treasurer and Public Works Director shall be paid, in addition to their normal salary, for unused vacation time accumulated from the previous year over three hundred twenty (320) hours, to be paid each December 15 of that year at their normal rate of compensation, upon the written request of the employee(s).

APPENDIX C - HOLIDAY

Holiday Leave: All Regular Employees are eligible for the following holidays:

1. The first day of January, commonly called New Years Day,
2. The third Monday of January, commonly known as Martin Luther King Day.
3. The third Monday of February, being celebrated as the anniversary of the birth of George Washington,
4. The last Monday of May, commonly known as Memorial Day,
5. The fourth day of July, being the anniversary of the Declaration of Independence,
6. The first Monday in September, to be known as Labor Day,
7. The second Monday in October, to be known as Columbus Day.
8. The eleventh day of November, to be known as Veterans Day,
9. The fourth Thursday in November, to be known as Thanksgiving Day,
10. The day after Thanksgiving,
11. The twenty-fifth day of December, commonly called Christmas Day,
12. A floating holiday, which, with the approval of the Mayor, may be taken on Christmas Eve Day;

APPENDIX C - DEFINED LEAVES

Sick Leave: Employees shall accrue eight (8) hours sick leave for each month of employment and may accumulate sick leave up to a maximum of six hundred and forty (640) hours. A new employee or an employee returning from a leave of absence or any other leave wherein the employee's accrual of sick leave hours has been suspended will earn a day of sick leave if they are placed on the payroll or return to work on or before the fifth (5th) of the month and actually work continuously through the rest of the month will accrue eight (8) hours of sick leave per month. A terminating employee will not earn sick leave for the month in which he terminates unless he actually works continuously through the twenty-fifth (25th) of the month.

Sick leave credit shall be deducted on a pro-rated basis and in one (1) hour increments, to be coordinated with Washington Teamsters Time loss plan A. A deduction of sick leave credit shall be made for each full hour's absence due to the following reasons: Personal illness, injury, or quarantine of an employee by a qualified physician. Sick leave pay shall be the same per hour as that paid the employee, per hour, at the time the sick leave is taken.

Upon the effective date of dismissal or resignation, excluding retirement, none of the employee's accumulated sick leave shall be paid to the employee.

Workmen's Compensation: An employee who is eligible for State Industrial Compensation as a result of time off taken because of an on-the job injury shall be paid sick leave to the amount accumulated by the employee. Any State Industrial benefits received by the employee shall be endorsed to the employer. Upon receipt of these benefits by the employer, the employee shall be credited with sick leave. Such sick leave credits shall be calculated on a pro-rated basis by crediting the State Industrial benefits received by the employer against the original amount of sick leave taken by the employee.

Bereavement Leave: An employee shall be allowed up to three (3) working days of absence, with pay, when arranging for and/or attending the funeral of a member of his immediate family. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent or grandchild of the employee or of his spouse, or a more distant relative if living in the same household. The Mayor may grant an employee additional time off work, with or without pay, in cases where, in the Mayor's sole discretion, special circumstances warrant. If the employee is allowed additional time off with pay, the time off taken shall be deducted from whichever accrued leave the employee chooses.

Family Leave: An employee is entitled to five (5) working days of leave, per year, to be used in the event of an accident or serious illness in the immediate family, which involves medical attention and/or hospitalization. A physician's certificate may be required whenever family leave is requested. Such

City of Granger Dept. Heads 2015-2018

absence shall be chargeable to the employee's sick or vacation leave accrual, providing the employee has sufficient accrual available. If sufficient sick or vacation leave accrual is not available, the employee may be granted the time off without pay.

An employee may use sick leave when caring for dependent children under the age of 18 where the employee's presence is necessary due to an illness. A physician's certificate may be required to verify the necessity of such absence.

Military Leave: A regular employee, who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not to exceed fifteen (15) days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be allowed without regard to vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating or privileges. During the period of military leave, the employee shall receive his normal pay.

Sick Leave Cash Out Upon Retirement: Upon the effective date of retirement, an employee shall be entitled to cash out any accrued but unused sick leave hours accumulated up to six hundred and forty (640). Such hours will be cashed out at the rate of one (1) hour for every two (2) hours.

Jury Duty: An employee summoned for Jury Duty or subpoenaed as a witness in any matter arising out of his employment, in any municipal, county, state or federal court, shall advise the Employer upon receipt of such call or subpoena, 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 Employer shall pay the employee's hourly wage, providing the employee remits to the Employer his properly endorsed checks. Any transportation allowance paid to the employee by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he shall promptly report for duty at the department for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift.