

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**CITY OF CHELAN, WASHINGTON**

and

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES  
AFSCME/AFL-CIO  
LOCAL UNION 846 CC**

**JANUARY 1, 2024 - DECEMBER 31, 2026**

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## PREAMBLE

This agreement is made pursuant to R.C.W. 41.56, by and between CITY OF CHELAN, WASHINGTON, hereinafter referred to as the City, and Local Union 846-CC of WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, hereinafter referred to as the Union.

The purpose of the Agreement is to ensure true collective bargaining in respect to wages, hours and other working conditions; to promote and ensure harmonious relations, cooperation and understanding between the Employer and its Employees; and to encourage economy of operation, elimination of waste, cleanliness of plants, protection of City property and safety of Employees; and to that end the Employer pledges itself to give its Employees considerate and courteous treatment and the Employees in turn pledge themselves to render the employer loyal and efficient service, and the parties agree to treat the other with proper courtesy and respect.

## ARTICLE I – DEFINITIONS

- 1.1 **“City” or “Employer”** means the City of Chelan.
- 1.2 **“Union”** means the Washington State Council of County and City Employees AFSCME/AFL-CIO Local Union 846 CC.
- 1.3 **“Employee(s)”** means an individual employed by the City and covered by this Agreement. The term “Employee” as used in this Agreement, and the use of male/female pronouns, includes both male and female Employees covered by this Agreement.
- 1.4 **“Bargaining Unit”** means those Employees for whom the Union is recognized as the collective bargaining agent pursuant to Article II below.
- 1.5 **“Full-time Regular Employee”** means a full-time, year-round Employee who is regularly scheduled to work at least thirty-six (36) hours per week in a five (5) day work week and who has successfully completed his/her probationary period.
- 1.6 **“Part-time Regular Employee”** means a part-time year-round Employee who is regularly scheduled to work less than thirty-six (36) hours per week in a five (5) day work week, but no less than twenty (20) hours in a five (5) day work week and who has successfully completed his/her probationary period.
  - 1.6.1 **“Part-time/seasonal credit to full-time employment.”** Part-time/seasonal employees full-time date of hire for seniority purpose only will be established by prorating the number of hours as a part-time/seasonal employment bears to full-time employment.
- 1.7 **“Seasonal Employee”** means an Employee, other than a Full or Part-Time Regular Employee, who is assigned to work for less than ten (10) consecutive months. Seasonal Employees working more than nine (9) consecutive months in a twelve (12) month period will be covered by this Agreement.
- 1.8 **“Initial Probation Period”** means a twelve (12) month period, commencing upon the initial or most recent date of hire.

- 1.9 **“Stand-by”** is when an Employee is previously directed to be accessible, which may include taking a pager or cell phone home, turned on, and to remain ready, able and in the area to respond to callouts. It is not used as a routine measure for availability.
- 1.10 **“Split Shift”** means that an Employee’s hours of work or days of the work week do not run consecutive. Mid-morning, mid-afternoon rest breaks and meal breaks are part of the workday.
- 1.11 **“Alternative Work Schedule”** The goal is to establish Employee work schedules that meet the City’s needs while reasonably accommodating our Employees’ needs. Generally, an alternative work schedule involves allowing flexibility in or changing an Employee’s regular work schedule.
- 1.12 **“Yearly Evaluation”** is when within two (2) weeks prior to or two (2) weeks following the Employees anniversary the Employee and the Employees Supervisor meet to discuss the past years performance, evaluate progress on meeting the goals set the prior year and discuss future goals.
- 1.13 **“Anniversary Date”** is the first date of the employees’ original hire date in a full-time position with the City.

## **ARTICLE II - RECOGNITION OF UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 2.1 **Recognition** – The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause. Specifically, the City recognizes the Union as the exclusive bargaining representative for all non-uniformed employees of the City as listed in Appendix A excluding all part-time employees working less than twenty (20) hours per week, and all seasonal employees working less than ten (10) consecutive months in a twelve (12) month period. The City and Union will meet at an agreeable time to resolve any dispute that may arise over new position(s) and may petition Public Employment Relations Commission (PERC) to decide Union representation issues. Nothing shall prevent the City from hiring a new position while the matter is pending PERC direction.
- 2.2 **Joining the Union** – All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 2.3 **Questions About Union Membership** – If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union’s Staff Representative shall address the employee’s inquiry as soon as possible.
- 2.4 **Signed Dues Deduction Authorization** – Current union members and those who choose to join the Union and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing and must be presented to the Employer's Payroll Department. The deduction will begin in the

payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. The Employer shall continue to deduct and remit union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms and conditions of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

- 2.5 Amounts Deducted** – The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee names, and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15<sup>th</sup> of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted.
- 2.6 New Employee Orientation** – These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union staff representative and Local Union President in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 2.7 Defense, Hold Harmless and Indemnification** – In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, ...) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.
- 2.8 New Positions** – Should the City decide to create a new position within the bargaining unit, the City will provide the Union with a copy of the job description and, prior to presentation to the City Council, the City will meet with the Union to discuss the proposed wage rate for the position.
- 2.9 Negotiations** – The City, for the life of this Agreement, agrees not to negotiate with any other Employee organization or its representative on matters pertaining to wage, hours or conditions of employment for the Employees represented by the Union as stated in this Article, unless required or authorized by an order of the Public Employment Relations Commission.
- 2.10 Information to be provided to exclusive bargaining representative by employer-**  
Per RCW 41.56.035:  
(1) If the City has the information in the employer's records, the employer shall provide to the exclusive bargaining representative the following information for each employee in an appropriate bargaining unit:  
(a) The employee's name and date of hire;

- (b) The employee's contact information, including: (i) Cellular, home, and work telephone numbers; (ii) work and the most up-to-date personal email addresses; and (iii) home address or personal mailing address; and
  - (c) Employment information, including the employee's job title, wage or rate of pay, and work site location or duty station.
- (2) The employer must provide the information to the exclusive bargaining representative in an editable digital file format:
- (a) Within 21 business days from the date of hire for a newly hired employee in an appropriate bargaining unit; and
  - (b) Every 120 business days for all employees in an appropriate bargaining unit.
- (3) When there is a state-level representative of the exclusive bargaining representative for a bargaining unit, the employer may provide the information to the state-level representative.
- (4) The exclusive bargaining representative may use the information provided under this section only for representation purposes. This section does not give authority to any exclusive bargaining representative to sell or provide access to lists of employees or the information provided to the exclusive bargaining representative pursuant to this section requested for commercial purposes.
- (5) If an employer fails to comply with this section, the exclusive bargaining representative may bring a court action to enforce compliance. The court may order the employer to pay costs and reasonable attorneys' fees incurred by the exclusive bargaining representative.
- (6)(a) This section does not apply to an employer specifically prohibited under its requirements as a cleared United States department of defense contractor from providing the employee information listed under subsection (1) of this section only for those employees covered by such requirements. The employer is required to provide the employee information under subsection (1) of this section for all employees not covered by the employer's requirements as a cleared United States Department of Defense contractor.
- (b) This subsection (6) does not limit the employee information an employer must provide an exclusive bargaining representative pursuant to its duty to bargain in good faith or any other duty or obligation under applicable collective bargaining law, nor does this subsection (6) prohibit bargaining over the provision of employee information under applicable collective bargaining law.

### **ARTICLE III – NONDISCRIMINATION**

- 3.1** No Employee shall be discriminated against for upholding Union principles or serving on a committee. The City and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, creed, religion, sex, sexual orientation, national origin, marital status, age, disability, military status or status as an honorably discharged veteran, the use of a trained guide dog or service animal by a person with a disability, or any other characteristic protected by law, unless such is a bona fide occupational

qualification. Compliance with state and/or federal laws shall not be considered discrimination under this sub-section.

#### **ARTICLE IV – LABOR MANAGEMENT, EMPLOYEE RIGHTS**

- 4.1 **Union Official Time-Off** – A Union official who is an Employee in the bargaining unit shall be granted time off without loss of pay for meetings with the City concerning matters vital to the Employees in the bargaining unit; provided however, such activities shall not interfere with the normal functioning of the City and prior permission from the Employee’s department head or designee shall be obtained. The Union shall notify the City of any changes of Union officials.
- 4.2 **Union Investigative and Visitation Privileges** – The Business Representative of the Union may visit the work location of Employees covered by this Agreement at any reasonable time; provided however, such visitation shall not interfere with the normal functioning of the City.
- 4.3 **Bulletin Boards** – The City shall provide suitable space for Union bulletin boards on its premises in areas which are frequented by all Employees within the bargaining unit. Bulletin boards shall be located at City Hall, Public Works office building, Golf Course maintenance shop and Parks & Recreation Department office. All Union postings must comply with City posting policies such as non-discrimination and non-political.
- 4.4 **Legal Compliance** – All work shall be done in a competent and workman like manner and in accordance with the State of Washington Safety Codes, Federal Codes and City Codes, Ordinances and Rules relating to this subject.
- 4.5 **Safety** – In the event any employee shall believe that he/she is being asked to work with unsafe equipment or in any situation where adequate safeguards are not provided, or when the facilities and service which the employee believes are not being maintained in a reasonable sanitary or safe condition, such employee shall at the time the situation arises, file a written complaint with the department head or designee stating the unsafe or unsanitary condition and the department head or designee shall thereupon determine whether such condition or equipment is unsafe or unsanitary. Thereafter, should the determination of the department head or designee be unacceptable to the employee, the employee may file a grievance which shall be processed under the terms of the grievance procedure.
- 4.6 **Labor Management Meetings** – The Union and the City agree to meet at mutually acceptable times to discuss interpretation of matters covered by this agreement within fifteen (15) working days from the date of the request. Agreements reached at the meeting shall not contradict, add to, or otherwise modify the terms and conditions of the agreement, unless approved by the Union Business Representative and the City. Union participants shall not exceed three (3) members unless approved prior to the meeting. Participants shall not experience any loss of wage for participating in the meeting.
- 4.7 **Enforcement** – Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any complaint involving discrimination in the application of new or existing

rules shall be resolved through the grievance procedure. Changes in all permanent work rules will be posted in all shops at least ten (10) working days prior to enactment.

## **ARTICLE V – HOURS OF WORK**

- 5.1 Hours of Work** – The standard work week for purposes of computing overtime for hourly employees shall begin at 12:01 a.m. Monday and shall conclude Sunday at 12:00 midnight. The standard workday shall consist of eight (8) consecutive hours, and five (5) consecutive days. The City may assign appropriate work schedules and shifts in accordance with this Article.
- 5.1.1 Alternative Work Schedules** Compressed Work Week schedules are work schedules other than eight hours a day for five consecutive days that are established by the employer. For example, an employee may be assigned four ten-hour days or some other combination that results in forty hours a week in less than five workdays.
- 5.1.2 Flex Time** Flexible work hours are defined as adjustments in the normal working hours for the convenience of the employee. Flextime allows employees to vary their starting and ending hours with department head approval while requiring them to be present during hours set by the department head or designee. The Employer reserves the right to terminate the flexible work hours at any time for business reasons.
- 5.2 Temporary Shift Changes** – When necessary for maintaining the continuity of delivery of City services, the City may assign temporary shift changes at any time. The City will provide a minimum of eight (8) calendar days advance notice of a Temporary Shift Change. The advance notice requirement does not apply in the event of any emergency, such as fire, unanticipated weather events or other events where the City would not reasonably have 8 days' notice or where waived by the employee. In the absence of an emergency or waiver by the employee, employee will be paid at overtime rate for the first two (2) hours of each day up to a maximum of eight (8) days.
- 5.3 Meal Periods** – All Employees are entitled to a lunch period of at least one-half (½) but not more than one (1) unpaid hour during each work shift, which usually will commence between two to five hours from the beginning of the Employee's shift. Meal periods shall be scheduled by the Employee's department head or designee. If an Employee works three or more hours longer than the Employee's normal workday, the Employee will be allowed at least one unpaid thirty (30) minute meal period prior to or during the extended work period.
- 5.4 Rest Periods** – Employees shall be entitled to a rest period of fifteen (15) minutes for each four (4) hour work period. Such breaks are intended as quarter point workday rests and are not to accumulate for lunch or day's end. Intermittent rest periods may be allowed with prior permission from the City.
- 5.5 Notification** – Each Employee shall be assigned to a regular starting time, which shall not be changed without eight (8) working days' notification.



## **ARTICLE VI – OVERTIME, COMPENSATORY TIME, CALLBACK AND STANDBY DUTY**

- 6.1 Overtime** – All work performed in excess of the scheduled daily shift or forty (40) hours in anyone (1) week shall be compensated for at one and one-half (1-1/2) times the Employee’s regular straight-time hourly rate of pay for all overtime eligible Employees. Employees who are overtime exempt under the Fair Labor Standards Act are not eligible for overtime. The City retains the right to assign overtime to overtime eligible Employees based upon circumstances.
- 6.1.1** Overtime shall be paid for in increments of fifteen (15) minutes, with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 6.1.2** Overtime pay is based upon the regular rate of pay.
- 6.1.3** When an employee voluntarily chooses to work a Compressed or Flex Time work week, it is understood that Overtime shall be calculated after the Compressed or Flex Time workday and scheduled work week.
- 6.2 Compensatory Time** – Compensatory time shall be earned at the rate of one and one-half times for overtime hours worked for overtime eligible Employees. Accrued compensatory time shall not exceed eighty (80) hours. Compensatory time shall be used before accrued vacation time. Compensatory time may be first earned then used within the same pay period. Any accrued but unused compensatory time hours shall be paid to the Employee at the end of each calendar year and reported to DRS in the period it was earned. Scheduling of compensatory time off shall be subject to approval by the Employee’s department head or designee. Overtime exempt employees shall earn and utilize compensatory time in accordance with City Policy.
- 6.2.1** Upon termination or death all unused compensatory time shall be paid to the Employee or his/her estate; FLSA overtime exempt employees shall not be able to cash out unused compensatory time in accordance with City Policy.
- 6.3 Callback** – An Employee who is called back to work outside of their regularly scheduled shift shall be paid a minimum two (2) hours at the rate of one and one-half (1-1/2) times that Employee’s regular straight-time hourly rate of pay. Called back to work means called out physically to report to work, except that Employees who are designated to work telephonically or via a computer from home shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times the Employee’s regular straight time rate of pay for the first call-out and then time worked. In the event it is determined that the Employee is called for an additional unrelated (completely different facility or component or unrelated issue) incident the one-hour minimum shall apply. There is no minimum guarantee for additional calls if the Employee is still within the 1-hour timeframe of a previous call.
- 6.4 Standby Duty** – If an Employee is requested by the City to be available on standby to be called out (pursuant to Paragraph 6.3) outside of the Employee’s regular working hours (i.e., for bad weather, special events etc.), the Employee will be paid standby duty pay. Employees who are required to be on standby duty shall be compensated as follows:
- 6.4.1** Employees shall receive 10% of their regular hourly rate for each hour, or fraction thereof, spent on standby time.

**6.4.2** Employees shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work.

**6.4.3** Employees who are on standby time on any holiday listed in Article 9.1 of this agreement shall receive 15% of their regular hourly rate for a period of not less than 24 hours, or if the holiday is in conjunction with a weekend the rate shall apply for the entire weekend the holiday is observed. If the employee is called back to work, the 15% will be paid only on the hours actually spent on standby.

The City shall provide Employees with as much advance notice as possible when assigning Standby Duty. The City shall provide a City vehicle for standby duty or pay mileage if a City vehicle is not available. While on standby duty, employees must reside within 45 minutes of the City of Chelan and shall maintain an active City issued telephone.

**6.5** **Quitting Time** – It is recognized that the workday commences at the assigned department and also terminates at a time sufficient to allow the Employee and/or any City equipment, as the case may be, to be returned to the assigned department prior to the end of the workday.

## **ARTICLE VII – WAGES**

**7.1** **Wage Rates** – The classifications of Employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices A, and B, which are attached hereto and made a part of this Agreement.

**7.2** **Pay Dates** – Pay days typically fall on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a Saturday or Sunday, the Employee will be paid on the preceding Friday. If a payday falls on a Monday holiday, the Employee will be paid on the following Tuesday.

**7.3** **Wage Increases** – Employee rates of pay shall be increased as follows:

**7.3.1** Effective 1/1/2024 shall be published in Appendix A.

**7.3.2** Effective each January 1 for the life of this Agreement, wages shall be adjusted by 100% of the 12-month average change in the Consumer Price Index for all Urban Consumers (CPI-U, West Region). The 12-month average shall be arrived at by totaling the published (year to year) change from October of the previous year through September of the current year and dividing by 12. Min 3.0% - Max 5.0%.

**7.3.3** Effective upon ratification, employees are eligible to receive up to \$200 per month as a maximum employer match into a City approved 457 Retirement Account (MissionSquare or Washington State Deferred Compensation Program). Employee contribution and employer match will be effective thirty (30) days after enrollment into an approved 457 retirement account.

**7.4** **Performance Based Advancement within a Pay Range** – Employees may be eligible to receive a step increase based upon completion of one (1) year of continuous employment at the current step. The anniversary date for a step increase shall be the first day following

completion of one (1) year of continuous employment and annually thereafter. To be eligible for the step increase on the anniversary date, the Employee must not be engaged in a Performance Improvement Plan, (PIP) resulting in an unsatisfactory performance evaluation. Notification of unsatisfactory performance along with ordered corrective actions shall be documented by the employer and presented to the Employee when singular or cumulative performance warrants a PIP. Employees working under a PIP at the time of the evaluation shall not be awarded a step increase on the anniversary date. Employees not receiving a step increase shall be re-evaluated based on the criteria listed in the PIP at the end of a ninety (90) day period. If the Employee's performance evaluation is satisfactory at that time, the Employee shall receive the next step increase. If the Employee's performance evaluation is unsatisfactory at the end of the ninety (90) day period, the Employee shall not receive a step increase for that twelve (12) month period. Employee evaluations shall occur within a thirty (30) day window either preceding or following the Employee anniversary date. Re-evaluations shall occur within the same thirty (30) day window of the ninety (90) day period. Any increase in an Employee's rate of pay shall be effective on the first working day immediately following completion of the applicable period of service. Pay step increases may be accelerated if deemed appropriate by the City.

- 7.5 Starting Rate upon Initial Employment** – New Employees are generally appointed to the minimum step of the pay range in effect for the particular classification or position to which the appointment is made. The City may fill the position at a higher step of the pay range.
- 7.6 Pay Rate Upon Promotion** – An Employee who is promoted shall be paid at the step in the new pay range which represents at least a one-step increase over the rate of pay received immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range. Step increases after promotion will remain the Employees anniversary date.
- 7.7 Pay Rate Upon Demotion From Promotion** – An Employee who is demoted as per paragraph 8.7 shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the Employee not been promoted.
- 7.8 Pay Rate Upon Transfer** – An Employee who transfers from one position to another within the same class or from one position in a different class that has the same pay range shall continue to receive the same rate of pay as before the transfer.
- 7.9 Reclassification** – Changes in classification specification will be sent to the Employee and Local Union President. The Union and the City shall meet within 15 working days to facilitate wage negotiations to be paid on a reclassified position.
- 7.10 Job Classification Review** – Every wage classification has the opportunity to compare its wage with a list of cities noted in the Association of Washington Cities (AWC) Wages and Benefits Survey for cities with a population from 2500 to 7500. All comparisons will be made at the top step (E) of the range. If the wage falls five percent (5%) or below the average comparable rate, the Employee(s) may request an adjustment to be negotiated by the Union Negotiations Committee. The Union will submit such request to the City, along with documentation of comparisons, no earlier than April 1 and no later than May 31 during each year of the contract. The City and Union will then meet no later than July 31 to negotiate the proper adjustment to bring the position/classification in line with the

comparable average, based on job description and comp cities. The City shall provide the Union a written MOU within ten (10) business days of meeting outlining the agreed to pay increase/classification change. The corresponding wage increase shall begin on the first day of the following month, provided that the payroll records can be adjusted within the proper time frame. If a classification comparison shows that the wages are above the average, the position wage can be frozen until the average catches up.

**7.11 Out of Class Pay** – An Employee who is temporarily assigned work in a higher classification for more than 5 consecutive business days shall be paid at the grade assigned to the higher classification/position at the pay range that represents a 1 step increase in the current grade or step A in the higher classification, whichever is greater. The additional wage shall be retroactively in effect to the first day of the assignment.

**7.12 Longevity Pay** – The City shall provide a monthly longevity premium based upon continuous service as follows:

Time Period	Monthly Pay	Per Pay Period
*6-10 years	\$50	\$25.00
11-15 years	\$55	\$27.50
16-20 years	\$60	\$30.00
21-25 years	\$70	\$35.00
26-30 years	\$80	\$40.00
31 & more years	\$90	\$45.00

\*Example - Starting the beginning of the 6<sup>th</sup> year and continuing through the end of the 10<sup>th</sup> year.

## **ARTICLE VIII – SENIORITY, LAYOFF, RECALL AND JOB VACANCIES**

**8.1 Seniority** – An Employee’s seniority is defined as the length of time that an Employee has worked for the City starting from the most recent first day of paid full-time work with the Employer. Seniority list shall be available to the Union upon request.

**8.2 Rank and Service** – An Employee shall lose all seniority in the event the Employee:

**8.2.1** Quits; or

**8.2.2** Is discharged for cause; or

**8.2.3** Is absent for three (3) consecutive working days without notifying his/her department head or designee without a valid justification; or

**8.2.4** Is laid off for a period in excess of twelve (12) months; or

**8.2.5** Retires or is retired.

**8.3 Break In Service** – If an Employee has a break in service of thirty (30) consecutive days or more, the Employee will not accrue seniority for any reason during the break in service.

- 8.4 Layoff** – In the event of a layoff, the last Employee hired shall be laid off first. An Employee with more seniority as stated in Article 8.1 may bump a less senior Employee within the bargaining unit provided, they have the required skills, ability, experience, performance, and quality of work to perform in the new position. The City shall give Employees a minimum of two (2) weeks advance notification prior to layoff. The Employee must inform the City within fifteen (15) working days of the receipt of their layoff notice if they wish to exercise their bumping rights, including (a) the position into which they desire to bump and (b) their qualifications for that position. Any temporary, seasonal, part-time, and probationary Employees will be laid off first in this order listed, prior to any full-time Employee being laid off.
- 8.5 Recall** – In the case of recall, those Employees laid off last shall be recalled first if the Employee meets the minimum job qualifications. An Employee on layoff must keep both the City and the Union informed of the address and telephone number where Employee can be contacted. If the City is unable to contact any Employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the City is able to contact the Employee within seven (7) calendar days from the time the Union is notified, the City's obligation to recall the Employee shall cease. The City shall have no obligation to recall an Employee after the Employee has been on continuous layoff for a period of one (1) year. Should an Employee not return to work when recalled the City shall have no further obligation to recall the Employee.
- 8.6 Job Vacancy** – When a vacancy to be filled occurs within the bargaining unit, notice shall be posted in-house on all Department bulletin boards for five (5) working days. Present Employees who desire consideration for such openings shall notify the City in writing by completing an employment application form for the job during the five (5) day period the notice is posted, and each applicant shall be considered for such job based upon qualifications and ability to perform the duties of the job as recommended by the department head or designee. In the event no internal candidates are suited for the position, the Employer shall open the posting to the public. The Union shall have the right to review any test or ratings sheets used during the promotional or hiring process that are subject to the Public Records Act. The Union is not required to request information from the City for the administration of this agreement through the formal "Records Request" process.
- 8.7 Trial Period** – When an Employee applies for and receives a new position, after working in the new position for a period of not more than thirty (30) days an Employee may revert to his/her previously held position. If the City determines that an Employee is not succeeding in his/her new position during the initial trial period of not more than (90) ninety days, the Employee may also revert to the Employee's previously held position if the position is vacant, or filled by a temporary or casual employee, and the employee still meets the minimum qualifications for the position.
- 8.8 Training** – The City seeks, within the limits of available resources, to offer training to increase an Employee's skills, knowledge and abilities directly related to employment, to obtain or maintain required licenses and certifications and to develop staff resources. Opportunities may include, but are not limited to on-the-job training, in-house workshops and seminars sponsored by other agencies or organizations.
- 8.8.1- Process For Scheduling Training-** Employees shall identify training opportunities that meet the criteria described above. The Employee shall provide the name of the class, date, and location of the training to the Department Director. The Department Director

shall within seven (7) days make the determination as to whether or not the Employee will be allowed to attend. Denials are subject to the Grievance Procedure Article 14.1. Employees shall follow the City of Chelan Travel Policy (Personnel Manual 14.2, pg.81). Per-diems for all non-training supplied meals shall be provided utilizing the per-diem tables published by the Washington State Office of Financial Management. In the event a City vehicle is not available for transportation to the training the Employee shall be reimbursed for milage at the WAOFM mileage rate.

**8.9 School & Tuition** – The City will reimburse Employees for tuition and books after completion of training or college courses that are job related and/or for future advancement. Employees shall obtain pre-approval from their department head or designee for reimbursement before taking such schooling or training. Approval shall be based on:

- The money is budgeted in the operating budget.
- It is the City’s best interest to pay for this training;
- City services may be improved by authorizing the training; and
- Proof of successful completion (“C” grade or above or certificate of passing where applicable) attached to the reimbursement request.

If the Employee is denied advance approval by their department head or designee, the Employee may appeal the denial to the City Administrator for advance approval. (This paragraph does not apply to City directed course enrollment.)

## **ARTICLE IX – HOLIDAYS**

**9.1 Paid Holidays** – Employees shall receive thirteen (13) paid holidays per calendar year as set forth below:

New Year’s Day	January 1st
Martin Luther King Birthday	3rd Monday of January
President’s Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran’s Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	
Christmas Eve (1/2 day; last half of each employee’s workday)	December 24th
Christmas Day	December 25th
New Year’s Eve (1/2 day; last half of each employee’s workday)	December 31st
Floating Holiday (If hired prior to March 1 in a given calendar year)	Designated by Employee after three (3) months employment. Day off to be coordinated with department head or designee.

In the event the Washington State Governor recognizes a new legal holiday, the City may consider adding it to the paid holiday list. The City shall provide the union a written MOU.

- 9.1.1 When any of the above referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday and when the holiday falls on a Sunday, the holiday shall be observed on the following Monday.
- 9.1.2 All Holidays, Floating and Wellness holidays must be used in the current calendar year and shall not be carried over into the following year or be available for cash out.
- 9.1.3 All holidays are prorated for Part-time Regular Employees credited to the nearest whole hour. Part-time Regular Employees who work on holidays shall receive equal paid time off as mutually agreed between Employee and City.

The City may adjust the recognition of some holidays, if on the calendar they fall onto a Sunday/Monday pattern, That by “pushing out” the recognition to a Monday/Tuesday would compromise city services and staffing coverage (i.e. In 2023 the ½ day Christmas Eve on Sunday was moved to Friday 12/22 with Christmas observed on Monday 12/25.) If this does occur, the City will propose alternate days to the Union for review and agreement.

- 9.2 **Work on a Holiday** – An Employee who is required to work on a holiday will be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during the holiday; excluding Thanksgiving Day and Christmas Day, in addition to their regular day’s pay Employees shall receive two (2) times their regular straight time hourly rate for all hours worked.
- 9.3 **Holidays Occurring on a Scheduled Day Off** – Should the holiday fall on the Employee’s scheduled day off, the Employee’s Holiday hours for that day shall remain in the Employee’s holiday bank for use in the current calendar year. The New Year Eve’s holiday may be taken within seven (7) calendar days in advance of the holiday.
- 9.4 **Holidays on a 4/10 Work Schedule** –If any Employee is working a four (4) day, ten (10) hour work week, the Employee will receive eight (8) hours of holiday pay for the above holidays and may choose to use accrued leave, for the remaining two hours of their shift. When any of the above-referenced holidays fall on the Employee’s regularly scheduled day off those holiday hours shall remain in the Employees holiday bank to use in the current calendar year. The New Year Eve’s holiday may be taken within seven (7) calendar days in advance of the holiday.

## ARTICLE X – VACATIONS

- 10.1 General** – Increases of earned vacation time will occur on the first day of the month of the anniversary date of continuous employment. Leave without pay of thirty (30) or more consecutive days will not count toward the accrual of vacation time.
- 10.2 Vacation Accrual Rates** – Paid vacation leave time shall be accrued for Full Time Employees in accordance with the following schedule:

Vacation Accrual Rates			
Length of Service	Hours per Year	Hours per Month	Hours per Pay Period
0-1 years	80	6.66	3.33
2-5 years	102	8.50	4.25
6-10 years	132	11.00	5.50
11-15 years	156	13.00	6.50
16-20 years	186	15.50	7.75
21-24 years	204	17.00	8.50
25 or More years	240	20.00	10.00

Part-Time Employees will accrue vacation hours on a pro-rated basis.

- 10.3 Probationary Employees** – An Employee may use vacation time after six (6) months of employment from the date of hire with approval of the Director. Accumulated vacation time cannot be cashed out within the initial probation period.
- 10.4 Maximum Accrual** – Vacation time may be accumulated to a maximum of sixty (60) working days (480 hours). Any accrued vacation time in excess of 480 hours shall be forfeited.
- 10.5 Vacation Scheduling** – To make provisions for timely vacation leave scheduling, all Employees eligible for vacation time shall request vacation time no later than April 1, or the first business day thereafter each year. No Employee will be allowed to sign up for more hours than he/she can accrue for the dates selected. In the event two or more Employees should choose the same vacation dates, the Employee with the greatest length of service shall receive priority. Failure to select vacation dates by April 1 will nullify the City's obligation to give priority to senior Employees over junior Employees who have made their request in a timely manner. More than one Employee may be granted the same vacation dates if, in the City's sole judgment, it does not create an undue hardship for the Employee's department.
- 10.6 Vacation Pay Upon Separation** – Upon death or separation all unused accrued vacation leave time up to thirty (30) working days (240 hours) shall be paid to the Employee or his/her estate.



## **ARTICLE XI – OTHER LEAVES**

**11.1 Sick Leave – Full Time Regular** Employees shall accumulate sick leave with pay at the rate of eight and seven tenths (8-7/10) hours per month of service. Part-time regular Employees shall accumulate sick leave on a pro-rated basis. Seasonal Employees covered by this Agreement shall accumulate sick leave at the rate of one hour for every forty hours worked. Sick leave cannot be taken before it is earned.

**Permitted Uses.** An Employee is authorized to use paid sick leave for the following reasons as per RCW 49.46.210: (i) An absence resulting from an Employee’s mental or physical illness, injury, or health condition; to accommodate the Employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an Employee’s need for preventive medical care; (ii) To allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; (iii) When the Employee’s place of business has been closed by order of a public official for any health-related reason; (iv) for reasons covered by the Family Care rules; or (v) When an Employee’s child’s school or place of care has been closed for such a reason; and, For absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW. For purposes of this Article, “family leave” includes a child, spouse, parent, parent-in-law, or grandparent. Employees will provide as much notice as possible, but no less than seven (7) calendar days, to his/her supervisor when use of sick leave is foreseeable.

**11.1.1 Rate of Usage.** Leaves are charged in units of 1/4 hours. Only working days are charged, and at the rate of one 1/4 hour of leave for each 1/4 hour of absence. Leaves shall approximate the normal work shift time as approved by the Employee’s department head or designee.

**11.1.2 Shared Sick Leave.** Employees may give other Employees sick leave to help them out in extreme circumstances on an hour for hour basis only what is needed for the current pay period. Sick leave transfer can be accepted/used only after the Employee has depleted or will shortly deplete his or her total accrued leave balances. Any donated unused sick leave for the specific event or illness will not be processed or deducted from the donor. Employees who donate sick leave must maintain a minimum of eighty (80) hours of accrued sick leave. An Employee may not receive more than a total of one hundred thirty-one (131) days or one thousand forty-eight (1048) hours of shared leave throughout the Employees employment. Exceptions to the 131-day limit may be considered and /or approved by the City Administrator or designee.

**11.1.3 Sick Leave Accumulation.** Accumulated sick leave will be unlimited.

**11.1.4 Cash Out of Sick Leave Upon Retirement.** The City will cash out the total amount of hours up to the cap of nine hundred sixty (960) hours at a rate of one (1) hour for every four (4) hours accumulated for a maximum pay out of thirty (30) days or two hundred forty (240) hours of sick leave upon an Employee’s retirement. These funds will be placed in the VEBA or similar account and will

not be counted toward the final compensation figure for retirement. Retirement shall mean applying for retirement benefits.

**11.2 Workers Compensation** – In the event an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers' Compensation Act or similar legislation of the State of Washington or any other government unit, the Employee may supplement their worker's compensation payment with their accrued sick leave or vacation leave balances up to their regular wage. In no event will an Employee be entitled to more than 100% of their regular wage. To supplement the worker's compensation benefit, the City will allow an Employee to take their accrued sick leave or vacation leave while on worker's compensation provided the Employee endorses their workers compensation payment to the City within 30 days of receipt which will be used to purchase back the used leave calculated using hourly wage with benefits (this does not equal hour for hour match).

**11.3 Bereavement/Emergency Leave**

**11.3.1** In the event of a death or critical illness in the Employee's immediate family or household member an Employee shall be granted four (4) days off with pay. The term "immediate family" shall be defined in RCW 49.46.210 and the City Personnel Manual (1.3 Definitions). This leave shall not count against an Employee's accrued vacation or sick leave. In addition to the bereavement/emergency leave taken in this section, an additional four (4) days may be approved beyond the allotted four (4) days as determined by the City Administrator or designee. Employees shall be allowed to split the bereavement leave within a 6-month period to accommodate any time gaps between the actual death event and subsequent memorial services.

**11.3.2** An Employee may be excused by the department head or designee to attend funeral services of a deceased City Employee without loss of pay.

**11.4 Jury Leave** – An Employee who is required to serve on a jury or is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena, shall be allowed authorized leave with pay, unless the Employee is suing the City. Employees shall maintain their regular pay for up to ten (10) working days during such leave with no charges to their vacation bank. Jury leave extending beyond ten (10) working days shall be negotiated between the Union and City as a special circumstance. The Employee is entitled to keep reimbursement for mileage expenses paid by the court and any other payment for service. If reasonably practicable, the Employee is required to return to City work if let go or released from jury duty before the end of the workday.

**11.5 Leave of Absence** – The City provides leave as required by state and federal law. In addition, Employees may take a non-medical leave of absence without pay subject to prior approval by the City. An Employee shall not accrue seniority or benefits during a leave of absence. If possible, a returning Employee shall be assigned to the same or equivalent position as occupied before the leave of absence.

**11.6 Family and Medical Leave** – Bargaining unit Employees may be granted family or medical leave in accordance with the Family and Medical Leave Act of 1993 and the City's Family and Medical Leave Policy, as presently adopted or hereafter amended. Under the

City's policy, Employees may be eligible for up to twelve (12) weeks of unpaid family or medical leave during a rolling twelve (12) month period as more specifically set forth in the City's Family and Medical Leave Policy.

### **11.7 Washington State Paid Family and Medical Leave**

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. This Article provides a summary of the PFML program. Employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov). To the extent an issue is not addressed in this Article, the City will administer this benefit program consistent with applicable statutes and regulations.

**Payroll Deductions.** The PFML program is funded through premiums collected by ESD via payroll deductions and City contributions. The premium rate is established by law.

**Eligibility.** Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

**Monetary Benefits:** In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

**Job Protection:** In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for the City for at least 12 months and have worked 1250 hours in the last year).

**Benefit Continuation:**

a. When an employee is on authorized PFML leave, the City will continue the employee's health benefits during the authorized PFML leave period at the same level and under the same conditions as if the employee had continued to work.

b. If an employee chooses not to return to work for reasons other than a continued serious health condition, the City may require employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. If the employee pays a portion of the health care premium, it is the employee's responsibility to continue to make this payment. If an employee contributes to an optional health and welfare plan such as life insurance or disability policy, the City will continue to make payroll deductions while the employee is on paid leave. Employees may pay their premiums by using accrued paid leave while on PFML, or by making payment arrangements with payroll. If the payment is more than 30 days late, the employee's health coverage may be discontinued for the duration of the leave period, or the City will recover any payments made on behalf of the employee at the end of the leave period.

**Leave Entitlement.** Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per

claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child.

PFML shall run concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

**PFML Application Process.** An employee must submit an application to ESD in order to seek PFML benefits. For guidance regarding qualifying events, eligibility and the application process, please refer to the ESD website ([www.paidleave.wa.gov](http://www.paidleave.wa.gov)). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

**Notification Requirements.** An employee must provide written notice to the City of the intent to take PFML leave. This notice should be sent to the employee's supervisor, department head and payroll. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits.

If leave is being taken for the employee's or family member's planned medical treatment, the employee should make a reasonable effort to schedule the treatment so as not to unduly disrupt City business.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that the City may properly track leave use.

**PFML Monetary Benefits.** If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, subject to ESD adjustments.

ESD's website provides a benefit calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, or a qualifying military exigency, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week.

**Supplementation of PFML with Paid Leave.** Paid leave (vacation, sick leave, floating holidays, paid holidays, compensatory time, or any other accrued leave) are considered supplemental to PFML. An employee may elect to use such accrued leave in accordance with City leave policies during a PFML-covered absence, and the receipt of accrued leave does not need to be reported to ESD as part of the PFML claims process. Employees may not supplement PFML with shared leave. Accrued Leave used will not be eligible for the employee to "Buy Back" as in previous PFML policies.

**Job Restoration; Return to Work Recertification.** An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (*e.g.*, the employee's position or shift was eliminated for reasons unrelated to the leave). The City may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the City as soon as practicable.

## **ARTICLE XII – HEALTH AND WELFARE**

### **12.1 Health and Welfare**

**12.1.1 Medical Premiums** – For the life of this Agreement, the City will pay the following percentages for Health Care Premiums with the Employee paying the balance:

Effective January 1, 2024, through December 31, 2026, the city will pay the following percentages: employee 100%; Spouse 75%; Dependent child(ren) 75%.

See Appendix C for City's 2024 Monetary Contributions.

Any cost increases over the amounts stated above will be paid by the Employer at the following percentages with the Employee paying the balance. For eligible employees who separate, retire or are on an approved leave of absence, the City will pay the employer's portion of coverage the month following separation, provided the employee is on paid status for the first ten (10) days of the month.

The employer premium contribution for Part-time Regular Employees shall be prorated based upon the number of hours budgeted for such position. For Vision, Life, and Dental Insurance, Regular Part-time Employees must decide whether to enroll or not as a majority group on the effective date of this agreement. Subsequent Part-time Employees hired shall enroll if a group exists. Medical, dental, vision, and life insurance enrollment shall be allowed as per City insurance carrier requirements.

**12.1.2 Deductible and Out of Pocket Maximum Assistance** – The City shall pay an amount equal to the \$250 deductible for each enrolled Employee, spouse and dependent that qualifies for the plan with a maximum of three (3) per family. Spouse and dependent children shall be paid as covered by the Employee as of March 1. Payment shall be made by March 31<sup>st</sup> of each year. The funds will be placed in a VEBA or similar account.

The City will contribute an additional annual lump sum amount of \$250 to each Employee's VEBA account. Said payment shall be made for every Employee employed by the City as of March 1 of each year.

The City will set aside a fund for “Out of Pocket” expenses after the Employee, spouse or dependent reaches the \$1500 individual expense (50% of total out of pocket expenses of \$3000). For clarification purposes – the Employee, spouse or dependent must pay \$1500 per individual before the City will pay for the rest of the out-of-pocket expenses of \$1500 for a combined maximum of \$3000 per individual. The amount set aside each year will be \$10,000. Any unexpended amounts in the fund will be carried over to put towards the next year fund of \$10,000 maximum for the year. Maximum amount for 3 years if totally expended would be \$30,000 but could be less if the funds are not expended in each year.

**12.1.3 Medical Plan** – The City’s medical insurance is currently provided by and referred to as the Association of Washington Cities Employee Benefit Trust, Regence/Asuris AWC Health First 250 Plan.

**12.1.4 Dental, Vision, and Life Insurance Coverage** – The City will pay 100% of the premiums for dental, vision care and life insurance pursuant to the following plans:

- (a) **Dental** - Washington State Council of City and County Employees Dental Trust Plan XII.
- (b) **Vision Care** - AWC Vision Service Plan Full Family coverage No deductible with second pair option.
- (c) **Life Insurance** - AWC states West Life and Group Life \$47,000.00 benefit with accidental death and dismemberment of \$47,000.00.

**12.2 VEBA Contribution** – Employee contributions to individual VEBA accounts shall be forty-five (\$45.00) dollars per month beginning the first month following ratification of the agreement.

### **ARTICLE XIII – UNIFORMS AND EQUIPMENT**

#### **13.1 Uniforms/Clothing**

Within 21 days of hire the City shall provide new Employees with the initial clothing allotment (Appendix D). As of August 31, of each year of this agreement the Employer shall determine what existing outerwear garments are serviceable and what needs re-issue by September 30. For Employees hired after September 30, the outerwear shall be issued within 21 days of hire.

**Footwear** - A maximum of \$300.00 per calendar year will be provided. Employees shall be allowed to roll over the \$300.00 allotment for 2 years for a total of \$600.00, if warranted for the purchase or repair of work appropriate footwear. The receipt for reimbursement shall be submitted to the City with the personal expense voucher for payment. No reimbursements will be made after receipt of the separation notice.

**Loss or Destruction of Clothing** – Employees shall be responsible for all clothing or devices assigned to the Employee by the City. Loss or destruction of City assigned items shall be replaced by the City when said loss was incurred as a direct result of the performance of the Employee while on the job. Loss or mutilation of City assigned items

as a direct result of the Employee's negligence can result in disciplinary action including possible termination. Devices are items not covered by insurance.

- 13.2 **City Property** – All equipment issued by the City to each Employee shall remain the property of the City and are required to be returned upon termination.

#### **ARTICLE XIV – DISCIPLINE FOR JUST CAUSE**

- 14.1 **Probationary Period**. – During the probation period an Employee may be disciplined or discharged by the City at will and without appeal or recourse to the grievance or arbitration procedure.
- 14.2 **Employee Discipline** – The City agrees that application of its discipline to Employees who have completed probation shall be subject to the grievance procedure. The City agrees that disciplinary action will be imposed in a timely manner. The City's disciplinary decisions shall not be administered in an arbitrary or capricious manner.
- 14.3 **Employee Meetings** – An Employee may have a Union representative or another Employee present at all meetings with the City during disciplinary or discharge proceedings. Disciplinary action or measures may include oral reprimand, written reprimand, suspension, demotion, or discharge.
- 14.4 **Corrective Discipline** – The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known. No documents containing negative comments or disciplinary action about an Employee will be put in an Employee's personnel file without having first been given to the Employee. Employees have the right to attach a rebuttal statement to any document in their personnel file they disagree with.
- 14.5 **Disciplinary Records** – Copies of all records of disciplinary action shall be forwarded confidentially to the Union Staff Office.
- 14.6 **Reservation of Rights** – The City specifically reserves the right to make all disciplinary decisions provided that those decisions shall be based on "just cause." In the event an Employee files a grievance over whether the City had just cause to impose a particular disciplinary action, in resolving that dispute, an arbitrator shall be limited to considering whether: 1) the City's action was based on a fair and honest cause or reason, supported by substantial evidence; 2) the Employee had been provided prior notice of the possible or probable consequences of the Employee's action; 3) the City, before administering the particular disciplinary action, made a reasonable effort to investigate and discover whether the Employee did, in fact, violate any City policy, rule or regulation; 4) the severity of the discipline imposed reasonably related to the seriousness of the offense and the Employee's entire past disciplinary/work record; and 5) the discipline was imposed in a consistent and non-discriminatory manner.

#### **ARTICLE XV – GRIEVANCE PROCEDURE**

- 15.1 **Procedure** – All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by utilizing the following procedure:

- 15.1.1 Step 1** - The Union and/or Employee shall promptly attempt to resolve the grievance informally with the department head or designee. If the matter is not resolved informally, the Union may refer the grievance in writing to the City Administrator within thirty (30) days of its occurrence or the date the Employee should have reasonably known of its occurrence. The written grievance shall include a statement of the facts of the matter, the Article of the Agreement allegedly violated, and the remedy sought. The City Administrator shall notify the Employee and the Union within seven (7) workdays of the decision on the matter.
- 15.1.2 Step 2** - In the event no agreement is reached through the grievance process, the Union or Employee may agree to withdraw the grievance or request arbitration, in writing, within seven (7) working days from the receipt of the City Administrator's reply. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 of the grievance procedure.
- 15.2 Selection of Arbitrator** – The City and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If City and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by City of the written demand for arbitration, the Union or City may request a list of nine (9) arbitrators from the Public Employment Relations Commission or the American Arbitration Association. After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the names of the arbitrators until one name remains, who shall, upon hearing this dispute, tender a decision which shall, subject to the provisions of Paragraph 15.3 below, be final and binding upon all the Parties. The right to strike first shall be determined by the flip of a coin. Grievance claims involving retroactive compensation shall be limited to thirty (30) days prior to the written submission of the grievance.
- 15.3 Limitations on Arbitrator's Authority** – The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance and submitted in writing in Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent in any way with applicable laws. The arbitrator shall not in any way limit or interfere with the duties and responsibilities of City under law and applicable court decisions. Any decision or award the arbitrator renders within the limitations of this Article shall be final and binding upon City, the Union, and the Employees covered by this Agreement. In the event the arbitrator finds he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 15.4 Arbitrator Expenses** – Each party shall pay the expenses of their own representatives, witnesses, attorney fees, and other costs associated with the presentation of their case and shall not recover witness or attorney fees or costs from the other party. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the parties.



## **15.5 Timeliness**

**15.5.1** All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the Parties. Failure of the Employee or the Union to submit the grievance within these time limits shall constitute abandonment of that specific grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union, or the Employee, stating that the matter has been resolved.

**15.5.2** For the purpose of this Article, “working days” shall mean Monday through Friday, normal business days of the City.

## **ARTICLE XVI – MANAGEMENT RIGHTS**

**16.1 Management Rights** – All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and its activities; business to-be offices, places of business and equipment to be utilized, and the layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employee and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of Employees and the direction of the Employees, including but by no means whatever limited to, hiring, selecting and training of new Employees, and suspending or discharging, scheduling, assigning, laying off, furloughing, recalling, promoting, retiring, demoting and transferring of its Employees.

**16.2** The City and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the City and the Union that the rights, powers, authority, and functions of management shall remain exclusively vested in the City except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

**16.3** Full-time Employees shall have first option on their given crew to operate heavy equipment over Seasonal Employees.

## **ARTICLE XVII – NO STRIKES OR LOCKOUTS**

**17.1** City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the City’s services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the

Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by Employees under the Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the above referenced actions may be subject to disciplinary action up to and including discharge. The City shall not lockout any Employee during the life of this Agreement. Any claim by the City that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the City shall have the right to submit such claim to the courts.

#### **ARTICLE XVIII – SEVERABILITY AND SAVINGS**

- 18.1** Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as herein before setting forth, the City and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

#### **ARTICLE XIX – WAIVER AND COMPLETE AGREEMENT**

- 19.1** The Parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union and the City each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time period.


**ARTICLE XX – TERM AND SCOPE OF AGREEMENT**

- 20.1** This Agreement shall be effective on January 1, 2024, and shall remain in full force and effect until December 31, 2026, unless extended by mutual agreement of the parties; provided, however, this Agreement may be reopened during its term as set out in Paragraphs 12.1.2 and 12.1.3.
- 20.2** Either party desiring to reopen negotiations for a new agreement may do so by notifying the other party of its intent not less than ninety (90) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.
- 20.3** During the time of negotiations for a successor agreement, the current Agreement will remain in full force and effect, unless the parties reach impasse, in which event RCW 41.56.123(1), as currently enacted or hereafter amended, shall not apply.

COUNCIL 2  
 WASHINGTON STATE COUNCIL OF  
 COUNTY AND CITY EMPLOYEES  
 LOCAL UNION 846 CCFSCME/AFL-CIO


CITY OF CHELAN

By: DocuSigned by:  
  
34818B1AB30D4C7...  
 Tom Cash, Staff Representative

By: DocuSigned by:  
  
F1DD14B2F27C4C6...  
 Robert Goedde, Mayor

Date: 12/14/2023

Date: 12/13/2023

By: DocuSigned by:  
  
357E48E966A4462...  
 Eric Gocke, President, Local 846-CC

Date: 1/2/2024

**APPENDIX “A” – 2024 PROFICIENCY STEP**

<b>UNION 2024 5% COLA UNION</b>					
<b>GRADE</b>	<b>1.05</b>	<b>5% Step/Grade</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
15	3,848	4,040	4,242	4,455	4,677
16	4,040	4,242	4,455	4,677	4,911
17	4,242	4,455	4,677	4,911	5,157
18	4,455	4,677	4,911	5,157	5,415
19	4,677	4,911	5,157	5,415	5,685
20	4,911	5,157	5,415	5,685	5,970
21	5,157	5,415	5,685	5,970	6,268
22	5,415	5,685	5,970	6,268	6,581
23	5,685	5,970	6,268	6,581	6,911
24	5,970	6,268	6,581	6,911	7,256
25	6,268	6,581	6,911	7,256	7,619
26	6,581	6,911	7,256	7,619	8,000
27	6,911	7,256	7,619	8,000	8,400
28	7,256	7,619	8,000	8,400	8,820
29	7,619	8,000	8,400	8,820	9,261
30	8,000	8,400	8,820	9,261	9,724
31	8,400	8,820	9,261	9,724	10,210
32	8,820	9,261	9,724	10,210	10,721
33	9,261	9,724	10,210	10,721	11,257
34	9,724	10,210	10,721	11,257	11,819
35	10,210	10,721	11,257	11,819	12,410
36	10,721	11,257	11,819	12,410	13,031
37	11,257	11,819	12,410	13,031	13,682
38	11,819	12,410	13,031	13,682	14,367
39	12,410	13,031	13,682	14,367	15,085
40	13,031	13,682	14,367	15,085	15,839

**APPENDIX "B" - EMPLOYEE POSITIONS BY WAGE GRADE**

<u>EMPLOYEE POSITIONS</u>	<u>WAGE GRADE</u>
Accounting Assistant I	18
Accounting Assistant II	20
Accounting Assistant III	23
Assistant Golf Pro/Park Maint. Worker	21
Assistant Mechanic	21
Assistant Planner	24
Associate Planner	26
Assistant Public Works Crew Foreman	22
Assistant WWTP Operator	23
Assistant WTP Operator	23
Building Inspector I	23
Building Inspector II	24
Code Enforcement Officer	21
Community Development Office Assistant	19
Custodian	18
Deputy Clerk/Admin Asst	23
Development Project Manager	28
Facilities Specialist	23
Golf Professional	25
Golf Maintenance Supervisor	25
Golf Course Mechanic	21
Office Assistant	19
Parks Maintenance Foreman	25
Parks Maintenance Worker	20
Permit Coordinator	23
Permit Technician	22
Plans Examiner/Building Inspector	23
Public Works Street Crew Foreman	24
Public Works Utility Crew Foreman	24
Public Works Administrative Assistant	20
Pump Technician	22
Receptionist/Clerical Assistant	17
Recreation & Facilities Supervisor	25
Recreation Assistant	21
Engineering Technician	22
Engineering Technician Sr	24
Shop Supervisor/ Mechanic	23
Utility Worker/Alternate Schedule	20
Utility Worker/Meter Reader	20
Utility Worker/Public Works	20
Utility Worker/Recycling	20
Utility Worker/Recycling Coordinator	20
Utility Worker/Sanitation Truck Driver	20
WWTP Lead Operator	25
WTP Lead Operator	25

**APPENDIX “C” - AWC HEALTHFIRST 250 PLAN**ASSOCIATION OF WASHINGTON CITIES  
REGENCE BLUE SHIELD/ASURIS NORTHWEST HEALTH

Effective January 1, 2024, for the term of this Agreement, % paid by the city will be as follows: employee 100%; Spouse 75%; Dependent child(ren) 75%.

<b>FULL TIME EMPLOYEES- AWC HealthFirst 250</b>					
<b>2024 (w/4.1% inc)</b>	<b>2024 RATE WITH 2% WELLNESS DISCOUNT</b>	<b>%PAID BY CITY</b>	<b>EMPLOYE R PAID</b>	<b>EMPLOY EE PAID</b>	<b>PER PAY PERIOD</b>
EMPLOYEE ONLY	\$ 889.68	100%	\$ 889.68	\$ -	\$ -
SPOUSE	\$ 897.08	75%	\$ 672.81	\$ 224.27	
FIRST DEPENDENT	\$ 441.93	75%	\$ 331.45	\$ 110.48	
SECOND DEPENDENT	\$ 365.38	75%	\$ 274.04	\$ 91.35	
FULL FAMILY	\$ 2,594.06	81%	\$ 2,167.97	\$ 426.09	

<b>FULL TIME EMPLOYEES- AWC HealthFirst 250</b>			
<b>2024 RATE WITH 2% WELLNESS DISCOUNT</b>	<b>EMPLOYER PAID</b>	<b>EMPLOYEE PAID</b>	<b>PER PAY PERIOD</b>
EMP/SPOUSE	\$ 1,562.49	\$ 224.27	\$ <b>112.14</b>
EMP/SPOUSE/CHILD	\$ 1,893.94	\$ 334.75	\$ <b>167.38</b>
EMP/SPOUSE/2 OR MORE CHILD	\$ 2,167.97	\$ 426.10	\$ <b>213.05</b>
EMP/CHILD	\$ 1,221.13	\$ 110.48	\$ <b>55.24</b>
EMP/2 OR MORE CHILD	\$ 1,495.16	\$ 201.83	\$ <b>100.91</b>

**APPENDIX “D”- CLOTHING ALLOTMENT BY DEPARTMENT**

<b>Community Development: Office Staff-Field Visits</b>
Hard Hat
Approved Safety Vest
Field Boots (Rubber)
City Logo Jacket
Hearing and Eye Protection
Boots Per Contract
<b>Community Development: Inspectors</b>
Hard Hat
Approved Safety Vest
Field Boots (Rubber)
City Logo Jacket
Hearing and Eye Protection
Rain Gear
Coveralls
Gloves
Aprons
Boots Per Contract
<b>Facilities/Custodial:</b>
Winter Coat
Raincoat
Boots per Union Contact
Gloves-2 pair
Hat (Winter Beanie, Summer Ball Cap)
Overalls (Winter or for Crawl Spaces)
Shirts-2 (Regular Tees, Polo Shirts or Long Sleeves)
Sweatshirts-1 (Hooded, Quarter Zip or Standard Style)
*Specialty items for specific jobs will be provided as needed.

<b>Parks Maintenance:</b>
Hard Hat
Approved Safety Vest
Rain Gear
Winter Coat
Boots per Union Contract
Coveralls
T-Shirts-2
Sweatshirt-1 (Hooded, Quarter Zip or Standard Style)
<b>Golf Maintenance:</b>
Hard Hat
Approved Safety Vest
Rain Gear
Winter Coat
Boots per Union Contract
Coveralls
T-Shirts-2
Sweatshirt-1 (Hooded, Quarter Zip or Standard Style)
<b>Golf Mechanic:</b>
Hard Hat
Approved Safety Vest
Rain Gear
Winter Coat
Boots per Union Contract
Coveralls
T-Shirts-2
Sweatshirt-1 (Hooded, Quarter Zip or Standard Style)



<b>Public Work:</b> For All Positions, excluding PW Administrative Assistant
Hard Hat
Hearing and Eye Protection
Gloves
Disposable Protective Coveralls
Rubber Apron
ANSI Class III Jacket
ANSI Class E Insulated Overalls
ANSI Class II Safety Vest
Rain Gear
Rubber Boots
T-Shirts-2
Sweatshirt-1 (Hooded, Quarter Zip or Standard Style)
Boots per Union Contract
In Addition to the above items For the Following Positions: Coveralls
Shop Supervisor/Mechanic
Asst. Mechanic

**Certificate Of Completion**

Envelope Id: EE8E464640C54F17853D571AF69D4580	Status: Completed
Subject: Complete with DocuSign: 2024-2026 Collective Bargaining Agreement (3).pdf	
Source Envelope:	
Document Pages: 33	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Cailey Couch
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	135 E Johnson Ave
	Chelan, WA 98816
	deputycityclerk@cityofchelan.us
	IP Address: 63.142.209.138

**Record Tracking**

Status: Original	Holder: Cailey Couch	Location: DocuSign
12/11/2023 2:58:52 PM	deputycityclerk@cityofchelan.us	

**Signer Events**

Robert Goedde  
 mayor@cityofchelan.us  
 Mayor  
 mayor  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F1DD14B2F27C4C6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.142.209.138

**Timestamp**

Sent: 12/13/2023 8:00:08 AM  
 Viewed: 12/13/2023 11:18:05 AM  
 Signed: 12/13/2023 11:18:32 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/13/2023 11:18:05 AM  
 ID: 05697f82-2b57-4284-a7a0-419433e1f4ea

Tom Cash  
 tomc@council2.com  
 Staff Representative  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 34818B1AB30D4C7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.172.126.42

Sent: 12/13/2023 11:18:34 AM  
 Viewed: 12/14/2023 9:36:45 AM  
 Signed: 12/14/2023 9:39:24 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/14/2023 9:36:45 AM  
 ID: 9c87a3a7-9fd0-4370-b214-022d6d42f47d

Eric Gocke  
 egocke@cityofchelan.us  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 357FA8E966A4462...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.142.209.0

Sent: 12/14/2023 9:39:26 AM  
 Viewed: 1/2/2024 8:08:34 AM  
 Signed: 1/2/2024 10:27:51 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/2/2024 8:08:34 AM  
 ID: 74f180b2-ce51-4a96-b04b-02b0bae7c259

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/13/2023 8:00:08 AM
Certified Delivered	Security Checked	1/2/2024 8:08:34 AM
Signing Complete	Security Checked	1/2/2024 10:27:51 AM
Completed	Security Checked	1/2/2024 10:27:51 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Chelan (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Chelan:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [deputycityclerk@cityofchelan.us](mailto:deputycityclerk@cityofchelan.us)

### **To advise City of Chelan of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [deputycityclerk@cityofchelan.us](mailto:deputycityclerk@cityofchelan.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Chelan**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [deputycityclerk@cityofchelan.us](mailto:deputycityclerk@cityofchelan.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Chelan**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [deputycityclerk@cityofchelan.us](mailto:deputycityclerk@cityofchelan.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chelan as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chelan during the course of your relationship with City of Chelan.