



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO.117

**Representing the General
Non-Supervisory Unit**

Date of Ratification by Both Parties – December 31, 2023

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TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

AGREEMENT

By and Between

CITY OF GIG HARBOR

And

TEAMSTERS LOCAL UNION NO. 117

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and Teamsters Local Union No. 117, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 herein.

The parties recognize that Gig Harbor Municipal Court employees are subject to the authority of the Gig Harbor Municipal Court pursuant to Washington State Court Rules under General Rule 29. This Agreement is intended to apply to Municipal Court employees unless expressly stated otherwise herein.

ARTICLE 1 – RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Public Employment Relations Commission in Decision 13158 (PECB, 2020), Case No. 132221-E-19, issued February 6, 2020. The bargaining unit covered by this Agreement shall include all full-time and regular part-time non-uniformed employees of the Employer; excluding supervisors, confidential employees and all other employees of the Employer.

SECTION B – MEMBERSHIP

1. All employees working in the bargaining unit shall have the right to become a member of the Union. Members' rights within their Union are governed by the Teamsters Local Union No. 117 Constitution and Bylaws.
2. The Employer agrees to deduct initiation fees, assessments, and monthly dues from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form. The

Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will be effective the first payroll after the Employer's receipt of the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

3. The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes during the first month of employment to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.
4. DRIVE. The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE deduction as provided for in an authorization signed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union. The beginning and termination of DRIVE deductions will coincide with the payroll cycle. The Employer agrees to remit DRIVE deductions to the Union with a report showing the employee name and amount deducted.

SECTION C – DEFINITIONS

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

1. Employee:
 - a. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position, collects benefits and is covered by this collective bargaining agreement.
 - b. Part-Time Employee: A regular employee who is hired to work a predetermined schedule of forty (40) hours or more in a two (2) week pay period but less than eight (80) hours in a two (2) week pay period in a

budgeted position, collects benefits and is covered by this collective bargaining agreement.

- c. Temporary Employee: A non-regular employee who is hired at-will for the entire period of employment not to exceed twelve (12) months duration for each position and may be terminated at any time by the Employer. The Employer may use temporary employees to backfill positions if a full-time or part-time employee is on a leave of absence for personal or health related issues, a state of emergency exists or to temporarily fill a vacancy during the hiring process. Temporary employees only receive benefits required by federal or state laws and are not represented by the Union nor covered by this collective bargaining agreement. No temporary appointment shall be made while any regular, eligible, qualified employee is covered by this collective bargaining agreement is laid-off.

2. Seasonal Employee:

In its prerogative, the Employer may hire non-Union, full-time temporary employees to assist with seasonal bargaining unit workload demands subject to the following restrictions:

- a. The temporary employees will receive no Employer paid benefits other than those required to be paid by the Employer under state and federal law.
- b. The work generally performed will be "unskilled" manual labor work, landscaping, and janitorial services, and will generally be performed during the months of May through October of each year.
- c. The seasonal employees will supplement and not displace any bargaining unit employees. The Employer will terminate temporary employees before layoffs of Union positions in Public Works Operations occur. Temporary employees shall not be included in the bargaining unit.

SECTION D – NON-DISCRIMINATION

1. The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.
2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Union, or lawful activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.
3. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance

under this Agreement.

SECTION E – HOURS OF WORK & OVERTIME

1. Workweek and Work Schedule:

The normal full-time work week, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. Non-office and non-clerical Public Works and Wastewater Treatment Plant employees' FLSA workweek begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 pm. For all other bargaining unit employees, the FLSA workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. The FLSA work week for a 9-80 schedule begins at the midpoint of the 8-hour day, which day shall be adjacent to a nine (9) hour day.

The normal full-time work schedule shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days.

The normal work schedule may be adjusted by the City Administrator in order to allow flexible work schedules (e.g., 9-80) or to require additional hours of work. The normal work week and workday schedules shall be defined by the City Administrator.

The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

2. Overtime for Nonexempt Employees:

Overtime for nonexempt employees (as defined in Article 1 Section E(3)) shall mean hours worked in excess of forty (40) hours in an established consecutive 7-day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Compensation for overtime shall be as set forth in subsections (a) through (h) of this section.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular rate of pay (monthly salary x 12 /2080). Employees shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).
- c. Employees will receive a minimum of three (3) hours of pay at the overtime rate for work requiring a return to work from home, or other non-work location during the employee's regularly scheduled time off or while on call, such as for emergencies or meetings called by the Employer. Once so

reported, the employee shall perform all assigned duties during the three (3) hour period. Remote work that does not require reporting in person will be paid as one (1) hour call out or the actual time spent, whichever is greater.

- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at the overtime rate with a minimum of two (2) hours overtime compensation.
- e. The option to accrue compensatory time in lieu of overtime pay shall be arranged by mutual agreement between the Employer (City Administrator or department head) and the employee. Compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the Employer's operation. Accrued compensatory time shall be used at a time mutually agreeable to Employer and the employee. Employees may accrue a maximum of eighty (80) hours of compensatory time. If an employee works overtime and has reached his/her maximum compensatory time accrual, he/she shall be paid at the overtime rate. Compensatory time that is accrued and unused for more than twelve (12) months is subject to being cashed out by the Employer. An employee who promotes out of the bargaining unit into an exempt position shall be cashed out for all accrued and unused compensatory time prior to promotion.
- f. Any employee required to report to work in person while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- g. When an employee completes an unscheduled shift in which four (4) or more hours fall between the hours of 6:00 P.M. and 6:00 A.M., the provisions of Article 1 , Section E(2)(c) shall apply for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- h. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

3. FLSA Exempt Status:

Employees hired into a bargaining unit position after the effective date of this 2020 Agreement into positions determined by the Employer to be FLSA exempt positions ("exempt employees") are not eligible for overtime compensation. New

positions added to the bargaining unit will be evaluated to determine FLSA status. Exempt employees may be allowed to flex their schedule to accommodate a requirement to attend meetings outside of their regular work hours, special projects and emergency situations, with the approval of the employee's supervisor.

SECTION F – REST AND MEAL PERIODS

The parties agree on the following rest and meal period rules, which supersede WAC 296-126-092.

1. General Rules:

Employees may take one paid fifteen-minute rest period for each four (4) hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time). Rest periods do not accrue from one day to the next and cannot be cashed out. During an overtime period beyond the normal workday, no employee shall be required to work more than three (3) hours without a rest period.

Employees will receive one (1) thirty-minute or one (1) sixty-minute unpaid meal period for each workday that is at least five hours in duration. In addition, employees working three (3) or more hours longer than a normal workday may choose to take one (1) thirty-minute unpaid meal period prior to or during the overtime period. Meal periods will be taken at a time directed by the employee's supervisor.

Rest and meal periods may not be taken to arrive late or leave early without a supervisor's approval. If an employee is required to work through a meal period, the meal period shall be paid. Employees may waive their meal period in writing, with approval of the supervisor.

2. Public Works Operations and Wastewater Treatment:

Public Works Operations and Wastewater Treatment staff employees shall combine their two (2) fifteen-minute paid rest periods and one (1) thirty-minute unpaid meal period to take a one (1) hour break each workday. The first thirty (30) minutes of the break is paid and the second thirty (30) minutes is unpaid.

ARTICLE 2 – WAGE RATES & ECONOMICS

SECTION A – WAGES

Upon the effective date of this Agreement, wages for bargaining unit members shall be as set forth in the attached Appendix A. Employees will be placed onto the step in their position range that is closest to their current pay and represents no less than a 1.7%

increase, except that any employee whose new top step is lower than their current pay will be redlined until the top step catches up to their current pay.

As an incentive for ratifying this Agreement on November 14, 2020, each full-time bargaining unit member shall receive a one-time lump sum payment of seven hundred and fifty dollars (\$750.00), subject to required payroll withholdings. Part-time employees shall receive a prorated lump sum based on FTE status. In order to qualify for the lump sum, the employee must have been continuously employed with the Employer from January 1, 2020 through the date the lump sum is paid.

Movement from one step to the next shall occur on an employee's anniversary date, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion, demotion, or transfer into a new position.

Effective January 1, 2021, employees shall receive a cost-of-living increase of 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2019 to June 2020, of no less than one percent (1%) and no more than two and one-half percent (2.5%).

Effective January 1, 2022, employees shall receive a cost-of-living increase of 100% of the June 2020 to June 2021 Seattle-Tacoma-Bellevue CPI-W of no less than one percent (1%) and no more than two and one-half percent (2.5%).

Effective January 1, 2023, employees shall receive a cost-of-living increase of 100% of the June 2021 to June 2022 Seattle-Tacoma-Bellevue CPI-W of no less than one percent (1%) and no more than two and one-half percent (2.5%).

The Employer reserves the right to reopen the wage rate and exempt status of job classifications in the event of a vacancy.

1. Night Shift Differential:

When an employee works a shift 75% or more of which falls between the hours of 5:00 p.m. to 8:00 a.m., the employee's compensation for the entire shift shall be increased by five percent 5% over the employee's base hourly rate of regular pay.

SECTION B – MILEAGE

Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

SECTION C – EDUCATION REIMBURSEMENT

Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to

reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four-year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

SECTION D – MEAL PAY

If an employee is required to work through any meal period due to an emergency event, the City shall either provide a meal or reimburse up to fifteen dollars (\$15.00) for a meal purchased while on duty.

SECTION E – LAYOFF PROCEDURE

The Employer may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the Employer will notify the Union, in writing, to permit the Union to consult with the Employer regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary or temporary basis. Under no circumstances shall part-time positions be used to fill full-time positions in order to avoid the payment of benefits. It is the intent of the Employer not to create part-time jobs for the purpose of avoiding the payment of benefits.

The Employer shall provide at least four (4) weeks' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the four (4) week notification period, for career counseling and retraining. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

1. Bumping Rights:

A bargaining unit employee scheduled for layoff may exercise bumping rights to a position in the bargaining unit previously held by the employee as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position would not constitute a promotion. For

purposes of this section, seniority is measured by cumulative length of service with the Employer, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence, approved by the Employer in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge. See General Rule 29(f)(5)), Washington Court Rules.

2. Timing:

Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

3. Transfer in Lieu of Layoff:

An employee scheduled for layoff may request, and the Employer will consider a transfer to a vacant position for which that employee is then currently qualified.

4. Recall Rights:

An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the Employer determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. Recall notices will be sent by certified mail to the employee's last known address. An employee who does not respond to a recall within ten (10) calendar days will be deemed to have waived his/her right to recall. The employee on a recall list has the duty to maintain his/her current address with the Employer.

ARTICLE 3 – VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

| Months of Service | Earned Working Hours per Month | Working Days per Year Max. |
|-------------------|-----------------------------------|-------------------------------|
| 0 - 12 | 6.67 | 10 |

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per

month (eight (8) additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of one hundred and twenty (120) hours of vacation to the Employer at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

New employees may not use accrued vacation until successful completion of their probationary period.

All unused vacation will be cashed out upon separation of employment, subject to any applicable VEBA provision in Article 7(D), and provided the employee has successfully completed probation.

ARTICLE 4 – HOLIDAYS

The following holidays shall be recognized by the Employer:

| | |
|--|----------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Eve (last 4 hours of shift) | December 24 |
| Christmas Day | December 25 |
| *2 Floating Holidays | (taken at employee's discretion) |
| 2 Unpaid Holidays for Reasons of Faith or Conscience | (taken at employee's discretion) |

*An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 5 – MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for coverage of Union employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200 medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the Employer would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the Employer loses the WellCity designation and 2% premium savings due to lack of participation by Union employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in increments as described above. An employee's spouse shall be considered a dependent for purposes of this section.

Medical: Association of Washington Cities
Regence HealthFirst \$250 Deductible Plan
Regence High Deductible Health Plan
Kaiser Permanente \$200 Deductible Health Plan

Dental: AWC Trust (Plan F- Washington Dental Service) with Orthodontia
Option III

Vision: AWC Trust (Western Vision Service Plan)

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the Employer will pay 100% of the monthly premium for Union employees and their enrolled dependents. In addition, the Employer will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

| | |
|---------------------------------|---------|
| Employee Only | \$3,450 |
| Employee + 1 dependent | \$3,900 |
| Employee + 2 dependents | \$3,900 |
| Employee + 3 or more dependents | \$3,900 |

HSA contributions will be paid on a monthly basis.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll him or herself as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per month, provided proof of alternate insurance coverage is provided. The City will pay all associated administrative and monthly fees.

The Employer reserves the right to reopen Article 5 if a health insurance plan identified above is eliminated or if the Employer's contribution to the HDHP (including HSA) is greater than the Employer's contribution to the Regence HealthFirst \$250 Deductible Plan.

ARTICLE 6 – LEAVES

SECTION A – SICK LEAVE

Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of one thousand four hundred and forty (1,440) hours.

SECTION B – RETURN TO WORK

A medical certificate may be required when permitted under WAC 296-128-660; to assist the Employer in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

SECTION C – SICK LEAVE CASH OUT

Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave up to the first five hundred (500) hours and thirty-five percent (35%) of unused sick leave in excess of five hundred (500) accrued hours shall be paid to an employee with five years or more of continuous city employment, subject to the VEBA provision in Article 7(D). For example, an employee with 800 hours of sick leave would be paid for 230 hours of sick leave. Upon involuntary termination, where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

SECTION D – USE OF SICK LEAVE

Sick leave may be used for the following:

- An absence resulting from an employee's personal mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care;
- An absence to allow an employee time 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.
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- Absences covered by the Domestic Violence/Sexual Assault/Stalking Washington State law.
- Family Medical Leave Act ("FMLA") leave.
- Washington Family Care Act ("WFCA") leave.

For purposes of sick leave, a "family member" is defined as follows:

- "Child" means biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
- "Parent" means biological, adoptive, foster, step, de facto, or legal guardian of an employee or the employee's spouse or registered domestic partner (parent-in-law), or a person who stood in loco parentis when the employee was a minor child;
- "Spouse or Registered Domestic Partner" means legal husband, wife, or person registered in Washington State as a domestic partner;
- "Grandparent" means parent of a parent of an employee;
- "Grandchild" means child of a child of the employee; or
- "Sibling" means biological, step or adopted brother or sister.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of

the work day. Employees using sick leave for a foreseeable purpose must provide notice at least ten (10) days in advance or as early as practicable. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

SECTION E – CDL MEDICAL EXEMPTION

If an employee's commercial driver license (CDL) is suspended or revoked due to medical reasons, and the Employer has been notified as soon as possible, the Employer will make a good faith effort to reasonably accommodate the employee (i.e., assign the employee to assignments not requiring a CDL). The employee will then be given eighteen (18) months to re-obtain their CDL. If the employee is unable to obtain the CDL, the Employer, if desired, may have a physician of their choice (at the Employer's expense) evaluate the employee's medical records to verify the validity of the loss of CDL driving privileges.

If the employee is unable to reobtain the CDL, following the eighteen (18) month period, his/her pay shall be reduced by two (2) percent. If the employee subsequently is able to reobtain his/her CDL, he/she will be placed in the same salary range the employee had at the time of revocation of the license.

In the event that losing the CDL creates a hardship for the Employer, due to a lack of personnel to carry out commercial vehicle driving needs, and there is not enough regularly performed work for this employee, then termination may be an option for the city.

SECTION F – BEREAVEMENT LEAVE

A regular full-time employee shall be granted up to five (5) days of leave without loss of pay because of death of an immediate family member. Leave over five days per death may be charged to sick leave at the employee's option. For purposes of this section, immediate family member includes the employee's parents, spouse, registered domestic partner, child, step-child, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee's home.

An employee may be granted up to three (3) hours of time off without loss of pay to participate in a funeral ceremony when first approved by the respective department head.

SECTION G – MILITARY LEAVE

In accordance with RCW 38.40.060, eligible employees may take up to twenty-one (21) days of paid military leave during each year beginning October 1 and ending September 30.

SECTION H – JURY DUTY

Employees will be released from duty with pay while on jury duty or while appearing as a legally required witness on behalf of the Employer. Any jury duty or witness pay received by the employee from the court during such leave shall be deducted from the employee's base pay. Any court-provided mileage reimbursement will not be deducted from the employee's base pay. Employees excused by the court before the end of their regular work day are expected to report for work, unless released by a supervisor.

SECTION I – EMERGENCY CALL-OUTS

Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six (6) hours of paid leave for rest after being called out for emergency work, and additional time as approved by the Employer. Employees may elect to use vacation, sick leave, or compensatory time.

SECTION J - PAID FAMILY MEDICAL LEAVE

The Employer will pay the Employer's share of the Washington State Paid Family Medical Leave premiums and employees will pay the employee's share via payroll deduction.

ARTICLE 7 – BENEFIT PLAN

SECTION A – STATEWIDE PENSION PLAN

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.40.

SECTION B – SUBSTITUTE SOCIAL SECURITY PLAN

The Employer shall continue to provide and maintain a benefit plan as a substitute for Social Security benefits. The plan shall consist of three benefits:

1. Long-term disability;
2. Life insurance; and
3. A 401(a) plan for retirement income.

SECTION C – WORKERS COMPENSATION

The Employer shall insure employees with the State of Washington Worker's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall be permitted to use sick leave during the lag time,

provided he/she promptly endorses time-loss payments to the Employer for the period of lag time. Upon receipt of the time-loss payment, the Employer shall reimburse 100% of the sick leave used to the employee's sick leave bank up to the dollar value of the time-loss payment.

SECTION D – POST SEPARATION HRA-VEBA

The Union has adopted the HRA-VEBA plan ("Plan") by majority vote. The Employer shall contribute to the Plan on behalf of all eligible employees. An eligible employee is limited to employees who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The Employer's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation) accrued and available for cash-out upon retirement from service per negotiated agreement or City policy. The bargaining unit may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken. Contributions to the HRA-VEBA will not exceed the Affordable Care Act excise tax threshold.

SECTION E – DEFERRED COMPENSATION

Starting on the effective date of this Agreement, regular employees with at least ten (10) years of continuous service to the Employer are eligible to receive contributions from the Employer into a deferred compensation (457) plan as follows: employees with at least ten (10) years of service but less than twenty (20) years of service are eligible to receive an Employer match of up to seventy-five dollars (\$75.00) per month; employees with at least twenty (20) years of service are eligible to receive an Employer match of up to one hundred dollars (\$100.00) per month. Employees are responsible for following the plan's procedural requirements and IRS contribution limits.

ARTICLE 8 – STANDBY PAY

An employee on standby shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensatory time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensatory time at his/her overtime rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on standby, compensation shall be computed according to Article 1(E)(2) (Overtime) of this Agreement.

Standby is defined as: The employee being available to respond to any call for Employer service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 9 – OUT OF CLASS PAY

Any employee who is required by their department head or the City Administrator to assume the duties and responsibilities of a position or rank above that which the employee normally holds (working out of class) for a period of at least three (3) continuous working days shall receive out of class pay, for all hours working out of class and standby in the out of class position. Such assignments shall be in writing prior to the assignment. The assigned employee shall receive a five (5) percent pay increase, or be placed at the beginning of the higher pay range, whichever is greater, unless the employee is placed in a supervisory position in which case the employee shall receive a fifteen (15) percent pay increase (not to exceed the supervisor's actual pay.) When the absent employee returns, the person working out of class will return to their previous position at their previous rate of pay.

ARTICLE 10 – RIGHT OF ACCESS-UNION REPRESENTATION

SECTION A – UNION REPRESENTATION

Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

SECTION B – UNION BUSINESS

The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., rest breaks, meal periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Union meetings during the half hour of 7:30 a.m. to 8:00 a.m., which shall be indicated on employees' time sheets. Up to three (3) designated Union representatives will be allowed to attend labor management and contract negotiation meetings with the Employer during work hours without loss of pay, subject to the emergent needs of their department. A designated Union representative will be allowed to attend other meetings with the Employer, such as disciplinary interviews and grievance meetings, during work hours without loss of pay, subject to the emergent needs of their department. All Union business outside work hours is unpaid.

SECTION C – UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board in Public Works, Wastewater and City Hall to be maintained and used by the Union, provided that no material shall be posted that is obscene, defamatory, or that would impair Employer operations.

ARTICLE 11 – RULES AND REGULATIONS

SECTION A – EMPLOYER’S RULES AND REGULATIONS

It is mutually agreed that the Employer has full responsibility and authority to adopt reasonable rules and regulations for the operation of the Employer’s departments and conduct of its employees. The Union agrees that its members shall comply in full with such rules and regulations.

Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. "Emergency" shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

SECTION B – MAINTENANCE OF EMPLOYER SERVICES

In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of Union members in order to insure, in the Employer’s immediate discretion, the safe maintenance of Employer services.

SECTION C – FAILURE TO COMPLY WITH SECTION C

Any employee refusing to comply with the conditions of Section C above will be subject to immediate dismissal.

ARTICLE 12 – GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One – The Respective Department Head

The grievance in the first instance will be presented to the respective department head in writing within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One, with the assistance of Human Resources. The department head will respond to the Step One grievance within fourteen (14) calendar days.

Step Two – City Administrator

If the respective department head does not adjust the grievance to the complainant's satisfaction, then the grievance may be presented to the City Administrator at Step Two within fourteen (14) calendar days of the Step One response. The Step Two grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the Step Two grievance, the City Administrator shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen calendar (14) days after such meeting, the City Administrator shall send to the Union a written answer stating the Employer's decision concerning the grievance.

Step Three – Mediation

In the event the Union and Employer are not able to resolve the grievance at Step Two, the parties may request the assistance of the Public Employment Relations Commission mediation service.

Step Four – Arbitration

A grievance may be submitted to arbitration by a written demand for arbitration delivered within thirty (30) calendar days following the decision rendered in Step Two. If the parties agree to utilize mediation at Step Three, the deadline for submitting a Step Four grievance shall be within thirty (30) calendar days following conclusion of the mediation process. Within thirty (30) calendar days after delivery of the demand for arbitration, the Employer and the Union shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within fourteen (14) calendar days, either party may request a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within thirty (30) calendar days following the conclusion of the arbitration hearing, unless otherwise agreed upon. Such decision shall be final and binding on both the Union and the Employer. The authority of the arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs, including attorney's fees. The fees and costs of the arbitrator shall be borne equally between the Union and the Employer.

Election of Remedies

Employees covered by Civil Service Rules may choose to appeal a matter either to the Civil Service Commission or through the grievance process of this Agreement, but not both. Civil Service coverage is determined by RCW 41.12.050.

ARTICLE 13 – DISCIPLINE

Disciplinary action will be supported by just cause and will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to employees serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that an employee serving a promotional probation has a right to return to his or her former position as provided in Article 14(D). The right of return may be terminated only for just cause, which is subject to the grievance process. Written reprimands will be removed from an employee's personnel file, upon request, two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years.

Any employee subject to discipline shall be entitled to Union representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files to confirm the fact of disciplinary action as a step in the process of that progressive discipline has been followed. Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

SECTION A – INVESTIGATIONS

Any employee, when being questioned by the Employer about matters that may result in discipline has the right to:

1. Receive the specific nature of the charge or allegation against him/her in writing.
2. Have present his/her choice of the Union representative (who must be reasonably available). The Union shall be solely responsible for representation expenses except as provided in Article 10(B). The Employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
3. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the employee.
4. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

SECTION B – NOTICE & OPPORTUNITY TO RESPOND

Prior to issuing a written reprimand, suspension without pay, demotion or discharge, the

Employer shall provide the employee and the Union with the following:

1. An opportunity to view and/or be provided a copy of all materials which are a part of or related to the investigation upon which the allegation(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the Employer that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.
4. An opportunity to respond to the allegation(s) verbally or in writing.

An opportunity to respond to the allegation(s) shall occur at a Pre-Disciplinary Meeting conducted by the department head and/or supervisor, who shall have the authority to impose or to recommend the proposed disciplinary action. The Pre-Disciplinary Meeting shall be held no later than thirty (30) days after completion of the investigation, absent extenuating circumstances. Reasonable advance notice of this meeting, including its time and place, shall be given to the employee and the Union. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s), and to have the responses considered prior to the imposition of discipline.

SECTION C – UNION REPRESENTATION

The employee may elect to have a Union representative, including legal counsel present at the initial or other interviews or at the Pre-Disciplinary Meeting, provided that the participation of a Union representative does not unreasonably delay the process. An “unreasonable delay” means any delay in excess of ten (10) business days.

SECTION D – EMPLOYER’S DECISION

Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting, the Employer shall render a disciplinary decision.

ARTICLE 14 – PERSONNEL REGULATIONS & POLICIES

SECTION A – SAVINGS CLAUSE

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations & Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Union input.

SECTION B – JOB RECLASSIFICATION REQUEST

During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

SECTION C – PROMOTION, RECLASSIFICATION, & DEMOTION

An employee who is promoted or reclassified to a higher salary range (not transferred) shall be paid at the step in the new range that represents an increase in salary of not less than 5%, provided such increase does not exceed the maximum step of the new range. An employee who is transferred from one position to another within the same salary range shall remain at the same step. An employee who is demoted to a lower salary range shall be paid at the step in the lower range that most closely matches the employee's current salary.

SECTION D – RETURN

Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The Employer will not be required to create a new position for the employee to return to, nor will it be required to "bump" another employee, regardless of status, out of a position for the employee to return to. If the Employer needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The Employer will notify the Union as to whether or not the position will be backfilled with temporary help during the 6-month probationary period.

SECTION E – RECRUITMENT

Any time a recruitment for an Employer position is posted externally, it shall be simultaneously posted internally as well. The Employer sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the Employer may internally post job announcements for at least one week before advertising the position externally.

SECTION F – PROBATION

1. *Duration.* The probationary period for a new employee, a newly promoted employee, an employee who voluntarily demotes, or a transferred employee is a period of six (6) months. The probationary period may be extended by the City Administrator for up to an additional three (3) months with Union concurrence.
2. *Notification.* Notification in writing, which states the reason for the extension, shall be provided to the probationer, with a copy provided to Human Resources.

3. *Conditions of Probation.* During the probationary period an evaluation shall be provided to the employee approximately two weeks prior to the end of the six (6) month probationary period. During the probationary period, the Department Director may, with or without cause, get authorization from the City Administrator to dismiss an employee. The probationary employee is at-will and may be discharged or disciplined without cause or advanced notice. In such cases, the employee will have no right to grieve the discipline or discharge under this Agreement.

ARTICLE 15 – PERSONNEL RECORDS

The Employer and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. The parties agree that the following procedure will be adhered to:

1. Whenever any document is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his/her personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer shall take measures to assure that access to the employee's personnel file is restricted in compliance with the law.
5. Upon receipt of any court order, subpoena or public records request seeking documents from an employee's personnel file, supervisory file or training file, the Employer will provide the employee and the Union with a copy of the request within forty-eight (48) hours of the date of the request or five (5) calendar days prior to the scheduled date of release, whichever occurs first.

ARTICLE 16 – UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full-time Police Services Specialists and Community Service Officer will be assigned the following uniform items:

1. 1 jacket (court security)
2. 2 long-sleeved or short-sleeved uniform shirts
3. 1 vest or sweater

4. 1 pair of slacks/skirts (or 3 pairs of slacks/skirts if no jacket)
5. 1 pair of shoes

At the time of employment, and as needed thereafter as determined by the department head, full-time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full-time Wastewater Treatment Plant Operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full-time and regular part-time employees, employees from the Planning, Building and Public Works Departments (to include Community Service Officer) who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. Safety shoes or boots (Not to exceed \$300 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform. Each employee eligible for safety shoe and boot allowance must obtain permission from their supervisor prior to the purchase of new safety shoes or boots. Uniform items are the property of the Employer and will be returned upon an employee's separation from employment.

The Employer shall be responsible for laundering uniforms for non-office and non-clerical Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy. Laundry equipment is available for Public Works Operations and Wastewater Treatment Plant employees.

For non-office and non-clerical Public Works Operations employees, in lieu of City

provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 17 – VACCINATIONS

The Employer shall provide those employees with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 18 – LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 19 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Employer, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement. Such rights include, but are not limited to the following:

1. To establish the qualification for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of services offered to the public;

4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, methods, and number of personnel needed to carry out Employer operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the Employer in an emergency;
10. To determine the Employer budget.

ARTICLE 20 – SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 21 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

ARTICLE 22 – TERM OF AGREEMENT

This Agreement is effective on the date ratified by both parties and shall continue in full force and effect to and including December 31, 2023.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this 15 day of December, 2020.

CITY OF GIG HARBOR

TEAMSTERS UNION LOCAL NO. 117

Kit Kuhn
Kit Kuhn, Mayor

John Searcy
John Searcy, Secretary-Treasurer

Robert Larson
Robert Larson, City Administrator

ATTEST:

Molly Towsee
Molly Towsee, City Clerk

**ATTACHMENT A
2021 Salary Range**

| Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|-----------------------------------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|
| Senior Engineer | \$91,707 | \$94,688 | \$97,765 | \$100,943 | \$104,223 | \$107,610 | \$111,108 | \$114,719 |
| Associate Engineer | \$84,810 | \$87,566 | \$90,412 | \$93,350 | \$96,384 | \$99,517 | \$102,751 | \$106,090 |
| Project Engineer | \$84,810 | \$87,566 | \$90,412 | \$93,350 | \$96,384 | \$99,517 | \$102,751 | \$106,090 |
| Senior Accountant | \$84,593 | \$87,342 | \$90,180 | \$93,111 | \$96,137 | \$99,262 | \$102,488 | \$105,819 |
| Senior Planner | \$84,543 | \$87,291 | \$90,128 | \$93,057 | \$96,081 | \$99,204 | \$102,428 | \$105,757 |
| Field Supervisor | \$74,759 | \$77,189 | \$79,697 | \$82,288 | \$84,962 | \$87,723 | \$90,574 | \$93,518 |
| Construction Supervisor | \$74,759 | \$77,189 | \$79,697 | \$82,288 | \$84,962 | \$87,723 | \$90,574 | \$93,518 |
| Senior WWTP Operator | \$70,384 | \$72,671 | \$75,033 | \$77,472 | \$79,990 | \$82,589 | \$85,273 | \$88,045 |
| Payroll / Benefits Administrator | \$68,679 | \$70,911 | \$73,216 | \$75,596 | \$78,052 | \$80,589 | \$83,208 | \$85,913 |
| Associate Planner | \$67,644 | \$69,843 | \$72,113 | \$74,456 | \$76,876 | \$79,375 | \$81,954 | \$84,618 |
| Construction Inspector | \$65,999 | \$68,144 | \$70,358 | \$72,645 | \$75,006 | \$77,444 | \$79,961 | \$82,559 |
| Building Inspector/Plans Reviewer | \$65,999 | \$68,144 | \$70,358 | \$72,645 | \$75,006 | \$77,444 | \$79,961 | \$82,559 |
| Executive Assistant | \$65,014 | \$67,127 | \$69,308 | \$71,561 | \$73,887 | \$76,288 | \$78,767 | \$81,327 |
| Mechanic | \$63,821 | \$65,895 | \$68,037 | \$70,248 | \$72,531 | \$74,889 | \$77,322 | \$79,835 |
| WWTP Operator | \$62,965 | \$65,011 | \$67,124 | \$69,305 | \$71,558 | \$73,883 | \$76,285 | \$78,764 |
| Engineering Technician | \$62,452 | \$64,482 | \$66,577 | \$68,741 | \$70,975 | \$73,282 | \$75,663 | \$78,122 |
| Building Maintenance Technician | \$61,950 | \$63,963 | \$66,042 | \$68,188 | \$70,404 | \$72,692 | \$75,055 | \$77,494 |
| Information Systems Assistant | \$61,092 | \$63,078 | \$65,128 | \$67,244 | \$69,430 | \$71,686 | \$74,016 | \$76,422 |
| WWTP Collection Systems Tech II | \$58,894 | \$60,809 | \$62,785 | \$64,825 | \$66,932 | \$69,107 | \$71,353 | \$73,672 |
| Assistant Planner | \$58,707 | \$60,615 | \$62,585 | \$64,619 | \$66,719 | \$68,888 | \$71,126 | \$73,438 |
| Permit Coordinator | \$58,707 | \$60,615 | \$62,585 | \$64,619 | \$66,719 | \$68,888 | \$71,126 | \$73,438 |
| Community Services Officer | \$58,186 | \$60,077 | \$62,029 | \$64,045 | \$66,127 | \$68,276 | \$70,495 | \$72,786 |
| Finance Technician | \$57,239 | \$59,100 | \$61,020 | \$63,003 | \$65,051 | \$67,165 | \$69,348 | \$71,602 |
| Utility Billing Technician | \$57,239 | \$59,100 | \$61,020 | \$63,003 | \$65,051 | \$67,165 | \$69,348 | \$71,602 |
| Planning Technician | \$56,944 | \$58,794 | \$60,705 | \$62,678 | \$64,715 | \$66,818 | \$68,990 | \$71,232 |
| Community Development Assistant | \$55,662 | \$57,471 | \$59,339 | \$61,268 | \$63,259 | \$65,315 | \$67,438 | \$69,629 |
| Public Works Assistant | \$55,662 | \$57,471 | \$59,339 | \$61,268 | \$63,259 | \$65,315 | \$67,438 | \$69,629 |
| Police Services Specialist | \$48,135 | \$49,699 | \$51,315 | \$52,982 | \$54,704 | \$56,482 | \$58,318 | \$60,213 |
| Court Clerk | \$47,484 | \$49,027 | \$50,621 | \$52,266 | \$53,965 | \$55,719 | \$57,529 | \$59,399 |
| Custodian | \$47,317 | \$48,855 | \$50,443 | \$52,082 | \$53,775 | \$55,522 | \$57,327 | \$59,190 |
| Public Works Clerk | \$47,287 | \$48,824 | \$50,411 | \$52,049 | \$53,741 | \$55,487 | \$57,291 | \$59,153 |
| Community Development Clerk | \$47,287 | \$48,824 | \$50,411 | \$52,049 | \$53,741 | \$55,487 | \$57,291 | \$59,153 |
| Laborer | \$44,932 | \$46,392 | \$47,900 | \$49,457 | \$51,064 | \$52,724 | \$54,437 | \$56,207 |

| Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maintenance Technician | \$55,245 | \$57,041 | \$58,894 | \$60,809 | \$62,785 | \$64,825 | \$66,932 | \$69,107 | \$71,353 | \$73,672 |

The parties agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires a CDL Class B license with a Tanker Endorsement. Employees who do not have this required license must obtain it within 18 months.



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington



WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.