

EXHIBIT A

AGREEMENT

BY AND BETWEEN

CITY OF AUBURN

AND

TEAMSTERS UNION LOCAL NO. 117

OUTSIDE UNIT

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

This Agreement is between the City of Auburn (hereinafter called the "City") and the Teamsters Union Local No. 117 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties as to conditions of employment for those for whom the City recognizes the Union as the collective bargaining representative.

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Article I

RECOGNITION AND BARGAINING UNIT

The City hereby recognized the Union as the sole exclusive collective bargaining representative of all full-time employees and all regular, part-time employees classified in Appendix "A" and who work in the following departments and/or divisions: Building Maintenance, Custodians, Cemetery, Equipment Rental, Golf Course, Parks, Sanitary Sewer, Streets, Water, and Storm Drainage.

Temporary employees with seven (7) months or less per year and part-time employees with less than eighty (80) hours in a month, supervisors, confidential, professional, protection employees, and employees engaged in training and instruction for management positions shall be excluded from the bargaining unit. Temporary employees may be hired to work between the months of March through October, annually, and shall not be used to supplant the regular employee workforce.

Article II

UNION MEMBERSHIP AND DUES DEDUCTIONS

Section 1. The Union accepts its responsibility to fairly represent all employees in the bargaining unit. Each full-time and regular part-time employee within the bargaining unit shall make application to become a member of the Union within thirty-one (31) days from his/her date of hire or within thirty-one (31) days from the execution date of this Agreement (whichever is later), and all such employees shall maintain membership in the Union in good standing for the life of the Agreement by payment of regular initiation fees and dues to the Union. Should a member have a bona fide religious objection to Union affiliation, RCW 41.56.122 will prevail.

A regular, part-time employee shall be defined as an employee hired by the City to work twenty (20) or more hours, but less than forty (40) hours per week on a continuous, regularly-scheduled annual basis.

Section 2. Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee provided that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City thirty (30) days' notification in writing of the Union's request to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. Should the employee make such restitution, the request for discharge shall be withdrawn.

Section 3. The City agrees to deduct from the paycheck of each employee who has so authorized it the initiation fee and regular monthly dues uniformly required of members of the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. No portion of the funds collected by the Union under this provision shall be used for support of political purposes in Auburn.

Section 4. D.R.I.V.E. The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the City of the amounts designated by each contributing employee and/or changes to the amounts that are to be deducted from his/her paycheck each pay period for which the employee worked and earned a wage or notify the City of the discontinuation of the voluntary contribution. The voluntary contributions, changes in the amounts of the voluntary contributions, or the discontinuation of the voluntary contributions to D.R.I.V.E will be made as soon as practically possible from the

employee's paycheck, but no later than thirty (30) days upon receipt of the amounts designated by each contributing employee from D.R.I.V.E.

The City will send, on a bi-monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the payroll deduction plan.

Article III

UNION ACTIVITIES

Section 1. The Business Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this Agreement may be working for the purposes of investigating grievances, or observing working conditions, provided such representative does not interfere with the normal work processes, and upon providing prior notification to the City. No Union member or officer shall conduct any Union business on City time and no Union meetings will be held on City time or premises without prior notification.

Section 2. The City agrees that the employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union, so long as these activities do not interfere with normal work processes of the City. It shall not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a lawful primary picket line in the performance of his/her duties provided that: 1) the picket line has been approved by Teamsters Local Union No. 117 and, 2) employees shall be required to serve a customer that is not the object of the picketing. The employees will, however, cross picket lines to service emergency situations. The Union recognizes that the City may have an obligation, which may require service to be performed, which may not be of an emergency nature but is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. It is further agreed that the Union shall not interfere with the City performing the service by other means. It is understood that any Union employee willfully ignoring this provision removes himself from the protection afforded above.

Section 3. Just Cause. The City reserves the right to discipline, discharge, or suspend any employee in its employ for just cause. An employee who has been discharged may protest the discharge to the Union. An employee who has been discharged and the Union may protest the discharge to the City in writing within five (5) working days of the date of discharge if the employee considers the discharge was not for cause. If the dispute is not resolved between the parties within five (5) working days following such protest, the grievance procedure may be used as provided in this Agreement.

Section 4. If the employee desires Union representation at disciplinary hearings, he/she shall notify the City at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall acknowledge such in writing. If disciplined, the employee(s) also have the right to submit a rebuttal statement, which shall be maintained in the personnel file with the discipline.

Article IV

NONDISCRIMINATION

The City and the Union agree to promote and afford equal employment opportunity to all persons regardless of race, creed, color, ethnicity, national origin, sex, age, marital status, sexual orientation, or the presence of non-job-related physical, sensory, or mental /disability.

Article V

HOURS OF WORK

Section 1. Management may establish regular work schedules for the members of the bargaining unit, such that the working hours for the employees shall be equivalent to forty (40) hours per week. The normal workday, established by management, may be up to ten (10) hours exclusive of the lunch period. The normal workweek for full-time employees shall be on consecutive days of not less than eight (8) hours per day exclusive of lunch period. Work schedules may be established in those departments requiring a seven (7) day per week operation and in the event of emergencies as determined by the City.

The normal work week for regular, part-time employees will be between twenty (20) hours and up to thirty nine hours per week.

Section 2. Voluntary time worked in excess of the employee's normally scheduled shift or forty (40) hours in any one workweek, pursuant to the Fair Labor Standards Act, shall be considered overtime and shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay. Overtime will begin at the completion of forty (40) hours worked or at the end of the employee's shift. The normally scheduled first day of the week shall serve as the beginning of the regular forty (40) hour workweek. Overtime shall be paid based on hours worked. Overtime shall be paid based on hours worked only, except as defined in Article IX, Holidays, Section 4.

Voluntary scheduled overtime shall be assigned equitably, subject to employee qualifications, as determined by the City, to perform the work. In the event of scheduled overtime, qualified employees will be asked to volunteer for such, and assignment of the overtime will be in order of seniority, with the most senior employee being offered the work first. If an insufficient number of employees volunteer for scheduled overtime, mandatory overtime will be assigned qualified employees, with the least senior employee being mandated to work overtime.

Section 3. Overtime shall first be offered to regular employees based on seniority within the work unit, as defined in Article XVIII, prior to any offer or assignment of overtime to other employees within the department or temporary employees. Provided, however, it is understood that on those rare and unforeseen occasions that a task or job assignment causes a temporary employee to work beyond the scheduled work day and into an extended day, overtime period of a short duration shall not be considered a violation of this provision. Continued or frequent violations of this principle shall be considered a violation of the Agreement and subject to the grievance procedure. It is further understood that the supervisor will make every effort to avoid assignment of such tasks that may prompt the need for extending a temporary employee's workday into overtime.

Section 4. Callback. Employees called back to work shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they are called back. A callback shall be defined as hours worked which are not annexed consecutively to one end or the other of the working day.

Section 5. Telecommute Response. An employee who answers a phone call and/or is required to conduct City business, but does not physically come into work, shall receive a minimum of one (1) hour pay at the overtime rate. If the employee performs duties multiple times within that one (1) hour, the employee will still only receive the minimum of one (1) hour pay at the overtime rate. Employees who are on standby as outlined in Section 6, shall receive telecommute response pay in addition to standby pay if the employee answers a phone call and is not required to physically come into work.

Section 6. Standby. The City reserves the right to place employees on mandatory standby. The purpose of standby duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone or by onsite inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if callback should occur, and to keep appropriate records.

Qualified bargaining unit employees who volunteer for standby duty shall be added to the weekly assignment rotation list. If such volunteers are unable to fill the need for standby duty as determined by management, the City may assign mandatory standby and place qualified employees on standby duty by reverse seniority with the least senior employee being mandated. Any employee who wishes to be removed from volunteer standby duty shall give two (2) weeks notice.

Employees not meeting the qualifications for mandatory standby within their division will be given the opportunity for cross-training upon written request to their division supervisor. Arrangements for cross-training will be completed as timely as possible based on operational considerations.

A schedule for mandatory standby will be posted as soon as practically possible but not less than one (1) week in advance unless there is an unforeseen emergency based on operational need.

Employees on mandatory standby must be able to be onsite within forty-five (45) minutes of receiving a call out. For this purpose, employees may be issued a pager and/or cell telephone and are responsible for responding if called out.

Employees may request to trade standby duty through written request of their supervisor not less than twenty-four (24) hours in advance. It is the responsibility of the employee to arrange the trade with another employee; however, if there is an emergency situation the supervisor may intervene and attempt to find a trade. If no trade is available and the supervisor considers the relief of the employee to be an emergency, the supervisor may assign the mandatory standby duty to another employee. Employees may request trade of standby duty less than twenty-four (24) hours in advance but there is no guarantee of approval.

Qualified employees on standby may be required to carry a communication device (such as a pager or cell phone) and be able to respond immediately to callback situations without restrictions or impairments. Qualified employees will receive standby pay at the rate of two dollars and fifty cents (\$2.50) per hour. The employee will receive standby pay for all hours outside of his/her regularly scheduled shift, for days so assigned. In the event an employee who is on standby duty is called out, he/she shall be compensated in accordance with Section 4 and/or Section 5.

Section 7. Employees required by the City to attend defensive driver training shall be compensated for actual time in attendance in accordance with RCW 49.46, Section 3.

Section 8. Payment for authorized overtime hours worked shall be paid or compensatory time earned, at the employee's option. This option shall be exercised at the time earned without option to

change the decision once it is made. Compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, provided that the maximum allowable accrual shall be eighty (80) hours of compensation.

Section 9. Employees shall be allowed a meal period of at least thirty (30) minutes which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. Lunch periods are considered unpaid time unless the employee is required to perform his or her duties at any time during his or her lunch period. For each additional four (4) hours of overtime increments within one specific work day, the employee shall receive an additional meal period of one half (1/2) hour.

If employees are approved and required to work by a supervisor and/or manager through a meal period, he/she shall be compensated at two times the employee's hourly rate for the missed meal period.

Section 10. Rest Periods Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in the workday.

Article VI

PROBATIONARY PERIODS

Section 1. All newly hired employees will serve a twelve (12) month probationary period; if, within the twelve (12) month probationary period, the employee is not able to perform his/her duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protestable and non-grievable under the provisions of Article III, Section 3, and Article XVIII of this Agreement.

All employees promoted or transferred in need of obtaining a CDL to fulfill a job requirement will serve a twelve (12) month probationary period; if, within the twelve (12) month probationary period, the employee is not able to perform his/her duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protestable and non-grievable under the provisions of Article III, Section 3, and Article XVIII of this Agreement.

All other promoted or transferred employees will receive a six (6) month probationary period; if, within the six (6) month probationary period, the employee is not able to perform his/her duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protestable and non-grievable under the provisions of Article III, Section 3, and Article XVIII of this Agreement.

Article VII

CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 1. Employees covered by this Agreement shall be compensated as set forth in Appendix "A".

Section 2. Employees will be paid on the 8th and 23rd of each month.

Section 3. When an employee who possesses a CDL, whose work does not normally require the use of the CDL, is assigned to perform work that requires the use of the CDL, for more than one (1) hour, the employee shall be paid for each hour he/she is required to use the CDL at the corresponding

Maintenance Worker 21A step, if he/she is a Maintenance Worker I or the corresponding step at the Maintenance Worker 22A level, if he/she is a Maintenance Worker II.

Article VIII

WORKING OUT OF CLASSIFICATION

When an employee is assigned by the Division Manager or Department Director to perform the skills and scope of duties of a higher classification for a period of more than six (6) hours in any one shift before returning to his/her regular duties, such employee will be paid at a pay rate that ensures the approximate equivalent of at least a one step pay increase. If the Employee works beyond the six (6) hours, both the preceding six (6) hours and the hours following shall be paid at the acting pay rate.

In the event that an employee is assigned by the Division Manager or Department Director to work on a temporary basis in a position of higher classification to fill a vacancy or to act on behalf of an absent supervisory employee, absent for more than two (2) days in a row, the employee will be paid at a pay rate that ensures the approximate equivalent of at least a one (1) step pay increase. In the event of a planned absence such as a vacation or scheduled time off, the employee in the acting pay status shall receive the acting pay from the first day of the supervisor's absence (or other higher classified position such as a grade 23 level position). In the event of an unplanned absence, the employee will be placed in the acting pay status beginning the third day of the absence and the acting pay shall be retroactive to the first day. If the supervisor's (or other higher classified position such as a grade 23 level position) absence does not go beyond the second day, no acting pay will be implemented.

All out of classification pay or acting pay proposals must be reviewed and approved by the Mayor, the Human Resources Director or designee. Such pay will be documented on the employee's Personnel Status Report (PSR) along with the beginning and ending dates of the assignment for each assignment.

In either of these situations the Division Manager or Department Director must have the approval for the out of class pay or acting pay in advance, except where there is an emergency situation in which case the acting pay may be granted at the time of the emergency as deemed necessary or as soon after the fact as the approving authority can be notified. Nothing in this Article shall be construed to limit or prevent the City from assigning out of classification or acting pay in a manner that it deems necessary for the operations of the City.

Article IX

HOLIDAYS

Section 1. The following holidays shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Veterans' Day
Martin L. King Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Two Floating Holidays
Labor Day	

The day of observance of the above holidays shall be the days specified by City ordinance. If any one of the above holidays falls on a Sunday, the following Monday shall be the holiday. If it falls on Saturday, the preceding Friday shall be the holiday.

A holiday shall be defined as eight (8) hours. Floating holidays are accrued on a pro-rated basis for part-time, regular employees

Section 2. For bookkeeping purposes, Floating Holidays shall be treated as vacation days, subject to the same notice and approval procedures applicable to vacation leave. Floating Holidays must be taken during the calendar year.

Section 3. Employees performing work on any of the above holidays shall receive the holiday pay specified above plus compensation for actual time worked at the overtime rate with a minimum of two (2) hours.

Section 4. When a recognized holiday falls prior to a Saturday and an employee volunteers to work the Saturday for the purposes of setting up special events in association with a holiday celebrated or observed on the Saturday, or for other scheduled work deemed necessary to the City as determined by management, the employee shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay for hours worked. This language also applies to employees who would work a Saturday following a recognized holiday to set up for a recreational, sports or cultural event, or other work deemed necessary to the City as determined by management. Employees working in the Cemetery Division who are working a Saturday following a holiday for the purpose of a burial shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay for hours worked. Employees who are regularly scheduled to work Saturdays as a normal day of work (i.e., Thursday through Tuesday schedule or variation) shall receive straight time pay in this situation.

Two (2) hours per day or routine setup maintenance at the Golf Course shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on weekends following Holidays, except from April through October of each year when up to four (4) hours of routine set up maintenance shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on weekends following Holidays.

Other scheduled work at the Golf Course or Cemetery deemed necessary by the City, above and beyond the routine set up maintenance at the Golf Course and burials at the Cemetery shall also be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on Saturdays following Holidays.

Article X

VACATIONS

Section 1. Annual vacations with pay shall be granted to eligible employees on the following basis: for service less than one (1) year, vacation leave credit shall accrue at the rate of one (1) working day for each month of continuous service commencing from the date of most recent employment with the City; for continuous service of more than one (1) year, vacation leave credit shall accrue at the following rate:

1 through 4 years of continuous service	96 hours per year
5 through 9 years of continuous service	120 hours per year
10 through 14 years of continuous service	144 hours per year
15 through 19 years of continuous service	160 hours per year
20 years or more of continuous service	176 hours per year

An employee who terminates employment during the initial ninety (90) days of employment shall not be entitled to annual vacation leave.

Section 2. Part-time employees who are regularly employed for a period of more than eighty (80) hours a month for more than one hundred twenty (120) calendar days in a year shall be granted vacation leave credit on a pro-rata basis in proportion to hours worked.

Section 3. Each employee may accumulate up to two (2) years' of his/her vacation accrual. However, vacation time accrued in any month which exceeds two (2) years accrual will be lost if not used in the month earned.

Section 4.

- a. Vacation leave shall be scheduled at a time mutually agreed upon between the Department Director, or designee, and the employee.
- b. Annual vacation leave scheduling shall begin in January each year and shall be completed by January 31st each year. Annual vacation scheduling will be in order of seniority within each division. Each employee will be allowed to schedule one (1) continuous block (one or more continuous days) of vacation at a time. Then the next most senior employee in that division will schedule his/her first block of annual vacation. Once all employees have scheduled their first block of annual vacation, the process continues with the most senior employee until all requested vacation is scheduled. This section does not preclude employees requesting blocks of vacation after January 31st, each year.
- c. Changes to initial vacation scheduling (January 1st through January 31st) or requests for a block of three (3) or more separate vacation days may be granted with five (5) working days notice, as long as the request is received within the first hour of the shift on the first day. For one (1) or two (2) vacation days, requests may be granted with a minimum of two (2) working days notice.
- d. The number of employees who can be gone at one time and the days selected shall be determined after the Employer has considered the requests of all the employee(s) and needs of the division.

Section 5. Employees who have completed ninety (90) days or more of continuous service and are separated from employment in good standing shall be entitled to payment for vacation leave not taken that has accrued to date of separation. In the event of the death of an employee in active service with the City, accrued vacation leave that has not been taken shall be paid in the same manner that salary due the decedent is paid for any vacation leave earned in the preceding year and in the current year and not taken prior to the death of such employee.

Article XI

HEALTH AND WELFARE

Section 1. Effective January 1, 2013, employees electing coverage under the Regence HealthFirst (PPO) Plan will pay a premium cost share of \$50.00 per month, regardless of family size. The City will pay the remainder of the premium. The City's contribution toward medical insurance premiums for covered spouse and children enrolled in the Group Health Plan shall be up to what it pays individually for the spouse or eligible children under the applicable AWC HealthFirst Premium.

Effective January 1, 2014, based on December 2013 hours and each month thereafter, the City agrees to pay 100% of the premiums for eligible employees and their dependents to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month for the following:

- Teamsters Medical Plan "A" (with domestic partner)
- Teamsters Vision Plan EXT (with domestic partner)
- Teamster Dental Plan A (with domestic partner)

The City agrees to pay 100% of the premiums for eligible employees for the following healthcare programs:

- Standard Life Insurance (\$10,000 death benefit)

- Short-term disability insurance through the Standard Insurance Company

The parties agree after January 1, 2015, that if the Teamsters Medical plan cost with the additional three quarter percent (0.75%) contribution into VEBA exceeds the cost of the City's medical plan, the parties will reopen negotiations exclusively to discuss the medical plan options. The intent of this paragraph is to provide the City with the most cost efficient plan currently available to the group. As long as employees are on the Teamsters Medical Plans, the City agrees to contribute an additional three quarters of a percent (0.75%) of the employee's semi-monthly base salary into the HRA/VEBA for a total of 2.75%. For the purposes of this Agreement, it is understood that if the employees do not have the Teamsters medical plan, they will not receive the additional three quarters of a percent (0.75%) VEBA contribution.

Section 2. Payments required under any of the foregoing provisions shall be made on or before the fifteenth (15th) day of the month and in the event the Trusts are required to take legal action to collect any City contribution due under this Agreement, the City shall be liable for all necessary legal and court costs.

Section 3. HRA/VEBA Medical Retirement Plan. Effective January 1, 2013, the City will contribute two percent (2.0%) of the employee's semi-monthly base salary into an HRA/VEBA and the employees will contribute one percent (1%) of the employee's semi-monthly base salary.

Effective January 1, 2014, and for the life of this Agreement and as long as employees are on the Teamsters Medical Plans, the City agrees to contribute an additional three quarters of a percent (0.75%) of the employee's semi-monthly base salary into the HRA/VEBA for a total of 2.75%.

In addition to the semi-monthly contribution, all employees who are eligible to receive sick leave cash out reimbursement upon retirement or termination of employment in good standing (not terminated for cause) shall, upon retirement or termination of employment in good standing, transfer all, or a portion of that sick leave reimbursement to their respective HRA/VEBA account.

All employees eligible for sick leave reimbursement will vote on the percentage of reimbursement to be contributed the following year. The Union will notify Human Resources, in writing, of the results of the vote (yes or no vote on the provision and the percentage of contribution) each year no later than November 30th. This contribution will be paid into the trust through payroll deduction on the employee's check that includes the final sick leave cash out.

Section 4. The City and the Union agree to be bound by the provisions of the Agreement and declaration of Northwest Administrators, Inc. and agree that the trustees of that trust shall act as trustees on their behalf for the Teamsters Vision and Dental plans.

Article XII

RETIREMENT

Eligible employees shall be covered under the Public Employees' Retirement System.

Article XIII

JURY DUTY

Time off with regular pay will be granted for jury duty. In order to be eligible for regular pay, the employee must furnish a written statement from the appropriate public official showing the dates and time served. The employee must give the Department Director, or designee, prompt notice of call for jury duty. Employees shall be required to report for work for any major portion (more than two (2) hours), of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. If less than two (2) hours of a shift remains, the employees will contact their supervisor for direction.

Article XIV

SICK LEAVE

Section 1. A uniform sick leave plan shall be granted to eligible employees. Sick leave credit shall accumulate on a calendar year basis at the rate of four (4) hours per pay period. Sick leave is accumulative to a maximum of nine hundred sixty (960) hours. Sick leave credit may be used for time off with pay for bona fide cases of incapacitating sickness or injury, for the period of disability resulting from pregnancy or childbirth, or in accordance with the federal Family and Medical Leave Act or Washington Family Care Act. Abuse of sick leave shall be subject to discipline. Regular employees working less than forty (40) but more than twenty (20) hours per week shall accrue sick leave proportionate to hours worked.

Section 2. A verifying statement from the employee's physician may be requested by the City, at its option, whenever an employee claims sick leave for three (3) consecutive days or longer, or if the City suspects sick leave abuse.

Section 3. As soon as possible, but before the scheduled starting time, where circumstances permit, employees incapacitated by illness or injury shall notify their immediate supervisor that he/she will not report for duty. Failure to do so may result in loss of paid sick leave for that day. During periods of extended illness, employees shall keep their supervisors informed as to their progress and potential date of return to work. At no time shall a supervisor inquire as to the employee's diagnoses. When an employee calls in, he/she shall indicate that he/she is taking sick leave and indicate whether the sick leave is for a family member or the employee.

Section 4. In the event of injury or illness for which an employee receives Workers' Compensation, the employee shall be permitted to use accrued sick leave to supplement any time loss payment, proportionately, to make up any difference between the amount of the time loss check and the employee's regular semi-monthly pay check (keeping the employee "whole"). If the total amount of sick leave payments plus time loss payments exceeds the employee's regular semi-monthly wage,

the employee shall be required to "buy back" their used sick leave by submitting to the City, time loss payments from the State.

Section 5. An employee may use up to twelve (12) work weeks of leave each year in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and Washington State Family Care Act. The City uses the "rolling" twelve (12) month calendar method.

In situations not covered by Family Medical Leave, as shown in Section 6, and upon approval of the Human Resources Director, an employee shall be granted sick leave for illness in the immediate family that requires his/her presence. Immediate family shall be defined as only father, mother, spouse or children of the employee.

Section 6. An employee may use up to twelve (12) work weeks of leave each year in accordance with the provisions of the Family Medical Leave Act (FMLA) as follows:

An employee who has worked for the City at least twelve (12) months, including at least 1250 hours in the last twelve (12) months, may be entitled to twelve (12) work weeks of paid/unpaid leave in any twelve (12) month period.

(1) to care for a newborn or newly adopted child or newly placed foster child; (2) to care for a child, parent or spouse who has a serious or terminal health condition; or (3) to attend to a personal serious health condition.

An employee must give the department head or his/her designee at least thirty (30) days written notice by completing a "Leave Request Form" in advance of the anticipated date of the leave is to begin: fourteen (14) days notice for a leave due to a child's terminal illness. If the employee is unable to give the required notice, notice must be given, in writing as soon as possible.

While on Family and Medical Leave, the employee must use all accrued but unused leave including sick leave, vacation, compensatory time, and any other paid leave accrued prior to using unpaid leave.

Use of the above paid leave applies toward the twelve (12) work week entitlement, and is not in addition to the entitlement.

Upon return from the leave, the employee is entitled to return to the same position held when the leave began unless the position would have been eliminated had the employee not been on leave.

Care for a newborn or newly adopted child or newly placed foster child: FMLA leave must be taken within twelve (12) months of the birth, adoption, or placement of a child. If both parents are employed by the City, together they are entitled to a total of twelve (12) work weeks of paid/unpaid leave under this paragraph.

In the case of maternity/paternity, any leave taken prior to the birth of the child for prenatal care or inability to work prior to the actual birth will be assessed towards the twelve (12) work week period.

Time loss due to disability prior to or following giving birth will be assessed towards the twelve (12) work week period.

Intermittent or reduced leave for birth or placement for adoption or foster care of a child may only be taken with the Human Resources Director's, or his/her designee's, approval. Certification by a health care provider may be required.

Care of a child, parent or spouse who has a serious or terminal condition, or to attend to a personal serious health condition: Certification and/or second or third opinions by a health care provider may be required for leave approval. Recertification may be required every thirty (30) days. A fitness for duty certificate signed by the consulting physician may be required upon return from leave. The City shall pay all cost associated with the employer requiring the employee to obtain a second and/or third opinion for the recertification and/or fitness for duty certification when the additional opinions are a recommendation of the City.

Section 7. Upon retirement or termination in good standing (not terminated for cause), the employee shall be reimbursed at current rate of pay for unused accrued sick leave up to a maximum of nine hundred sixty (960) hours in accordance with the following schedule based on continuous years of service:

<u>Upon Completion Of Years of Service</u>	<u>Percent of Accrued Unused Sick Leave</u>
0 through 4 years	0%
5 through 14 years	25%
15 through 24 years	50%
25 years and over	100%

Employees hired after January 1, 1993, shall not be eligible to receive any cash payment for accrued sick leave at separation of employment for any reason.

Section 8. When an employee has accumulated nine hundred sixty (960) hours, sick leave shall continue to accumulate at the normal rate of four (4) hours per pay period until the end of the calendar year at which time all sick leave accumulated by the employee in excess of nine hundred sixty (960) hours shall be paid at twenty-five percent (25%) of the employee's then hourly rate.

Section 9. In order to provide an incentive for using sick leave only as necessary, members of the unit shall be entitled to bonus days off for non-use of sick leave during a calendar year. Employees who use no sick leave in a calendar year shall be entitled to sixteen (16) hours off in the following year. Employees who use up to sixteen (16) hours sick leave in a calendar year shall be entitled to eight (8) hours. Use of bonus days shall not affect sick leave balances. Bonus days will be included in and used as vacation days.

Article XV

BEREAVEMENT LEAVE

Upon approval of the Department Director, employees shall be allowed up to three (3) days leave, with pay for death in the immediate family. Should special circumstances exist, the employee may use up to three (3) days of sick leave in addition to the bereavement leave upon approval of the Department Director. If additional time is necessary, it shall be taken as vacation or unpaid leave if vacation has been exhausted. Immediate family shall include only father, father-in-law, mother, mother-in-law, spouse, state-registered domestic partner, grandparents, grandparents-in-law, brother, brother-in-law, sister, sister-in-law, children of the employee, or persons for whom the employee is the legal guardian.

Article XVI

EDUCATIONAL INCENTIVE AND TRAINING

Section 1. Educational classes. Tuition reimbursement will be in accordance with the City's Tuition Reimbursement Policy #200-50.

Section 2. Commercial Driver License. The City shall provide time for the employee to complete the required training. The City shall supply a vehicle for the DOL testing and will pay for the first written and driving exam fee. If the employee does not successfully pass the written or driving exam the first time, it will be the employee's responsibility to pay for retesting. The City will pay for the renewal of the CDL endorsement and the required CDL Health Certificate, unless paid for by the City's insurance.

Article XVII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Union concerning the interpretation or application of this Agreement. Any alleged grievance shall be taken up by the employee with his/her supervisor within ten (10) working days of the occurrence. The above parties agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply.

Step 1. If the grievance is not resolved to the satisfaction of the grievant within ten (10) working days from the time of the meeting between the employee and the manager/supervisor, then the grievance may be presented to the division manager, or supervisor in units without a division head, in writing setting forth the detailed facts concerning the nature of the grievance, the contractual provision alleged violated, and relief sought. Upon receipt of the written grievance, the division manager/supervisor shall within ten (10) working days meet with the grievant and Union representative in an attempt to resolve the grievance.

Within ten (10) working days after such meeting, the division manager shall set forth his/her answer in writing with a copy to the employee, Union, and Department Director.

Step 2. If the grievance is not resolved in Step 1, the employee and/or the Union shall submit a written notice to the Human Resources Director, or designee, moving the grievance to the Step 2 within ten (10) working days of the receipt of the division manager's decision. A meeting shall be held within ten (10) working days of receipt of the written notice between the employee, Union representative, and the Department Director. Within ten (10) working days after such meeting, the Department Director shall reply in writing to the grievance with a copy to the employee, Human Resources Director, Union, and Mayor.

Step 3. If the grievance is not resolved as provided in Step 2, the employee and/or the Union shall submit a written notice to the Human Resources Director, or designee, moving the grievance to the Step 3 within ten (10) working days of the receipt of the Department Director's decision. A meeting shall be held within ten (10) working days between the employee, Union representative, and the Mayor. Within ten (10) working days after such meeting, the Mayor shall reply to the grievance. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Step 4. If the difference or complaint is not settled in Step 3, the grievance may be submitted to an arbitrator within thirty (30) calendar days after decision in Step 3 as hereinafter provided. The parties shall select a disinterested party to serve as arbitrator. The arbitrator shall render a decision as promptly as possible or in any event within thirty (30) calendar days of case presentation. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way, the provisions of this Agreement. Any decision within the jurisdiction of the arbitrator shall be final and binding on the parties. The expenses and fees incumbent to the services of an arbitrator shall be equally shared by the City and the Union.

Article XVIII

SENIORITY

Section 1. The term "seniority unit" as applied in this Article shall mean all jobs covered by this Agreement within a given department. Seniority units are as follows:

Public Works Department
Parks and Recreation Department

Section 1.1. The term "work unit" as applied in this Article shall mean all jobs covered by this Agreement within a given department, except the Public Works Department and Parks and Recreation Department where they are further defined as follows:

Public Works Department:

Street
Vegetation
Water
Sanitary Sewer
Storm Drainage
Equipment Rental
Facilities

Parks, Arts, and Recreation Department:

Parks Maintenance
Cemetery
Golf

An employee working continuously in a seniority unit for ninety (90) days shall establish seniority in such unit based on his/her most recent date of hire within this Collective Bargaining Unit.

Section 2. An employee's seniority shall be canceled under any of the following circumstances:

- a. The employee resigns;
- b. The employee is discharged;
- c. The employee retires or transfers from a union represented position to a non-represented position;

- d. The employee is laid off due to a reduction in force for a continuous period of twelve (12) months or more;
- e. The employee fails to return to work subsequent to and in accordance with the terms of an approved leave of absence;
- f. The employee fails to return to work from layoff on the date specified by the City in a recall notice delivered to the employee or mailed to the employee's last known address on file with the City, providing such notice grants the employee seventy-two (72) hours advance notice to report.

Section 3. Each employee with seniority standing established pursuant to this Article shall hold seniority in only one (1) position, that being his/her regular job title in his/her regular department (seniority unit).

Section 4. Employees may be transferred subject to the following conditions:

- a. The City may transfer an employee to a different position at any time either temporarily or permanently. A temporary transfer shall be for a period of not more than ninety (90) calendar days. After ninety (90) days, such transfer shall be considered permanent unless agreement is reached between the City and Union to extend the transfer period.
- b. In the event of a permanent transfer, the employee's accrued seniority shall be transferred to the new seniority unit after ninety (90) calendar days. Until the ninety (90) days has passed, the employee's seniority remains with the previous position held.

Section 5. The City retains the right to determine the necessity for layoffs. In the event such determination is made:

- a. In the event of a reduction of the number of positions in the employee's work unit, employee(s) in the job title(s) being eliminated shall be given one (1) month's base pay following the execution of the City's standard severance & release agreement.
- b. Employee(s) with the least seniority within the work unit and holding the job title identified for elimination shall be laid off first. However, that person designated for layoff may "bump" to a position held by an employee of equivalent job title with the least seniority within the seniority unit, for which the employee doing the "bumping" is fully qualified and competent to perform the work of the acquired position.
- c. If the employee is unable or unwilling to "bump" for a position within the same job title, then the employee may "bump" to a position within a seniority unit held by an employee with the least seniority in the next lower job title, for which the employee doing the "bumping" is fully qualified and competent to perform work of the acquired position. This same procedure will continue until no further "bumping" can take place. In no case shall a bump result in a promotion.
- d. To accomplish any "bumping", such employee(s) shall notify the City in writing (e-mail is appropriate) of his/her intent to "bump", within three (3) working days following the date in which he/she is notified of layoff. This notification shall include the job title for which he/she wishes to "bump". If notification of "intent to bump" is not received within three (3) working days, the employee loses his/her right to "bump".

- e. If bumped, the less senior employee immediately will be notified by the City and follow the same procedure in Sections 5b, 5c, 5d, and 5e.
- f. Any "bumped" employee will be given a minimum of two (2) weeks notification that he/she is being bumped.
- g. If the "bumping" employee fills the position, he/she will be assigned at the grade level of the acquired position, at the same step he/she holds on the effective date of the new assignment. The employee will be scheduled to receive his/her next step increase, as he/she would have prior to the "bumping" process.

Section 6. An employee who is laid off and who is unable or unwilling to qualify for transfer shall be recalled for work in his/her last seniority unit prior to the recall of any employee who possesses lower seniority, provided the employee with the most seniority is fully qualified and competent to perform the work of the acquired position of his/her last position, if it is available, prior to recall or transfer of another employee with less seniority.

Section 7. Job Vacancies. Regular position vacancies within the bargaining unit shall be posted and open to all members of the bargaining unit. Job vacancies shall first be opened to bargaining unit members for a minimum of three (3) days. Qualified, regular employees meeting the minimum qualifications, as determined by the City, may apply for a vacancy and will be interviewed before outside applicants.

The City may thereafter post the vacancy to, and interview, outside applicants as it deems appropriate. Upon completion of both sets of interviews, and after all pre-employment checks are completed, the best suited applicant who meets the minimum qualifications, at the sole discretion of the City, will be selected. If, at the sole discretion of the City, no applicant meets the City's needs, the position may be reopened to all applicants.

Where qualifications, skills, abilities, and past performance of the finalists are relatively equal, as reasonably determined by the City, preference shall be given to the bargaining unit employees.

Section 8. An employee with an injury or illness obtained either on or off the job will have six (6) months from the date of injury or illness to return to his/her vacated position. This provision does not eliminate any vacation or sick leave benefit so earned which may carry the employee beyond the six (6) months.

Article XIX

MANAGEMENT RIGHTS

Subject only to the limitations expressly stated in this Agreement, the Union recognizes that the City retains the exclusive right to manage its business including but not limited to the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operation in a safe and effective manner.

Article XX

WORK STOPPAGES

Section 1. The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order.

Section 3. Regardless of any penalty to which the Union is subject under this Article, any employee who commits any act prohibited in this Article will be subject to discharge or other penalty, as the City deems appropriate.

Section 4. Effective upon the ratification of this Agreement, or as soon thereafter as reasonably possible, the City will have the right to subcontract the work currently performed by the full-time and regular, part-time employees at the Cemetery. The Union shall remain the exclusive bargaining representative for the affected Maintenance Worker I and Maintenance Worker II classifications should the City decide to fill these positions at the Cemetery in the future. The parties recognize this is a unique situation and the parties' agreement to subcontract the work performed at the Cemetery shall not set a precedent for any future subcontracting of bargaining unit work.

Section 5. For the term of this Agreement, for the purposes of preserving work and job opportunities for the employees covered by this Agreement, the City agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other facility, vendor, person, or non-unit employee or entity agreed to by the Union, with the sole exception as outlined in Article XXI, Section 4. The parties agree the City currently uses outside vendors to perform various tasks and the City agrees not to expand that work beyond current levels that would result in a reduction in force of the affected classifications.

Article XXI

BULLETIN BOARDS

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices of non-controversial nature relating to Union business.

Union staff members may use the City's electronic mail (E-Mail) for communications pertaining to Union business for disseminating meeting times, places, agendas, voting, and election results. Members will comply with City's Internet and Electronic Resources/Equipment Use policy. The parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the City's equipment interfere with normal operations or service to the public.

E-Mail communications will not contain profanity, abusive language, or derogatory language of a discriminatory nature against individuals of a protected class. The Union shall have access and use of a copy machine through City Administration at \$.15 per copy.

Article XXII

SAVINGS CLAUSE

If any Article of this Agreement or any attachment hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and attachments shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

Article XXIII

AMENDMENTS TO THE AGREEMENT

Section 1. The Employer and the Union may mutually agree to amend this Agreement.

Section 2. Attachments, amendments, appendices, letters of understanding, and/or memoranda of understanding may be attached to, and shall be incorporated into the Agreement by this reference.

Article XXIV

ENTIRE AGREEMENT

This Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Article XXV

UNIFORMS

The City agrees to furnish uniforms and coveralls using a quartermaster system (replaced on an as needed basis as determined by the supervisor/division manager). M&O and Parks Maintenance employees will be furnished with five (5) T-shirts, two (2) safety T-shirts, three (3) mid-weight sweatshirts or button-up shirts, one (1) coat, and a baseball cap. All supplied uniforms will have City-approved logos and are required to be the top clothing layer worn by the employee while at work.

The City will also pay up to one hundred dollars (\$100) per year per employee to purchase work pants from a vendor selected by the City. This purchase will be conducted annually during the months of February and March and will be a group purchase to maximize savings.

New, regular, full-time employees will be reimbursed up to one hundred fifty dollars (\$150) for a new pair of safety boots upon hire.

Effective January 1, 2014, all employees shall be entitled up to a maximum of \$150.00, upon prior approval, receipt of purchase, and submittal of previous pair for the purchase of new safety shoes or boots with a maximum of one pair per year.

Article XXVI

LABOR MANAGEMENT COMMITTEE

The City and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and complaints of a general nature affecting the Union and the City need consideration. To accomplish this end, the City and Union agree that not more than three (3) authorized representatives of the Union and three (3) representatives of the Employer shall function as the Labor Management Committee. The parties agree to allow expanded participation in Labor Management Committee discussions, when necessary, by mutual agreement. The Union Business Representative and the City Human Resources Director stand as guests to any meeting it is necessary that they attend. The Committee shall meet as requested by either party, and as is mutually agreeable, for the purpose of discussing and facilitating the resolution of all problems that may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement. It is understood and agreed that the purpose of the committee does not include the hearing of formal grievances brought under the grievance provisions of this Agreement.

Article XXVII

SNOW & ICE REMOVAL PROCEDURE

Once a year in November, the City will request volunteers who are interested in working/changing their work schedule in the event the City needs snow or ice removal teams.

The City agrees to the following procedure:

- The bid meeting will be held the last week of November each year
- The City will ask for volunteers who want to be placed on the list
- The City will assign snow and ice removal from the list of volunteers in seniority order, with the most senior employee offered the work first
- The manager and/or supervisor in charge of this program will be present at the meeting, and the supervisor in charge will be the recorder of the meeting
- A local 117 Shop Steward will be invited to be present at the meeting
- Upon request, the City shall provide the Union a copy of the snow and ice removal seniority list.

Employees who are utilized for this program will receive overtime for all hours worked in excess of the employee's normally scheduled shift. An employee is not obligated to work more than twelve and one half (12.5) hours in any calendar day.

Article XXVIII

AUTOMATIC VEHICLE LOCATION (AVL)

The City may use the AVL systems for safety and efficiency purposes, but shall not use the AVL systems for disciplinary purposes. If conditions should change, both parties recognize the obligation to negotiate and bargain the decision.

Article XXIV


TERMS OF AGREEMENT


Section 1. This Agreement shall be in effect from January 1, 2013, to and including December 31, 2016.

Signed this 16th day of September, 2013, at Auburn, Washington.

City of Auburn

Teamsters Local Union No. 117
Outside Unit

By: 
Peter B. Lewis, Mayor

By: 
Tracey Thompson,
Secretary-Treasurer

By: 
Brenda Heineman, Human Resource Director

By: 
City Clerk

Approved As To Form:

By: 
City Attorney

Appendix A Teamster Wages

Effective January 1, 2013, the employees covered by this Agreement shall receive a wage increase of 2%. In addition, the Meter Readers and Custodians shall receive a 3% market adjustment for a total of 5%; the Maintenance Specialists shall receive a 2% market adjustment for a total of 4%; and the Mechanics shall receive a 0.5% market adjustment for a total of 2.5%.

Effective January 1, 2014, the employees covered by this Agreement shall receive a wage increase of 2%.

Effective January 1, 2015, the employees covered by this Agreement shall receive a wage increase of 2%.

Effective January 1, 2016, the employees covered by this Agreement shall receive a wage increase of 2%.