

# **A G R E E M E N T**

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**



**And**

**CITY OF PACIFIC, WASHINGTON  
(PUBLIC WORKS AND CLERICAL  
EMPLOYEES)**

**Term of Agreement**

**January 1, 2022 - December 31, 2024**



# 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.

**TABLE OF CONTENTS**  
**City of Pacific**  
*(Public Works and Clerical Employees)*

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>	<b><u>ARTICLE NO.</u></b>
Allowances and Reimbursements -----	18 -----	25
Amendments to the Agreement -----	21 -----	28
Anti-Strike Clause -----	21 -----	27
Bereavement Leave -----	10 -----	16
Bulletin Boards -----	4 -----	8
Compensatory Time -----	8 -----	13
Discipline, Discharge – Just Cause -----	2 -----	4
Duration -----	27 -----	39
Education and Training -----	26 -----	36
Emergency Call-Back -----	7 -----	12
Employee Classifications -----	23 -----	33
General -----	1 -----	1
Grievance Procedure -----	16 -----	23
Holidays -----	8 -----	14
Hours of Work -----	4 -----	9
Jury Duty -----	10 -----	17
Labor Management Committee -----	25 -----	34
Long Term Disability -----	16 -----	22
Longevity -----	14 -----	20
Management's Rights -----	21 -----	29
Medical, Dental & Vision -----	14 -----	21
Nondiscrimination -----	22 -----	31
Overtime -----	5 -----	10
Payroll Deduction -----	2 -----	5
Personnel Files and Public Disclosures -----	26 -----	37
Recognition -----	1 -----	2

## TABLE OF CONTENTS

### City of Pacific

*(Public Works and Clerical Employees)*

<u>ARTICLE</u>	<u>PAGE</u>	<u>ARTICLE NO.</u>
Retirement -----	25 -----	35
Safety Standards -----	21 -----	26
Savings Clause -----	22 -----	30
Seniority List -----	3 -----	7
Sick Leave -----	10 -----	18
Stormwater Manager Technician Program -----	26 -----	38
Subordination of Agreement -----	22 -----	32
Union Membership & Dues -----	1 -----	3
Union Representative -----	18 -----	24
Vacation -----	9 -----	15
Wage Disbursement -----	3 -----	6
Wages -----	12 -----	19
Working Out of Classification -----	6 -----	11
Appendix A - Pay Ranges and Rates -----	29-31	
Letter of Agreement:		
Re: Special Events/Social Media Coordinator-----	32	

## 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**

### **ARTICLE 1 – GENERAL**

The City of Pacific shall hereinafter be referred to as the “Employer” or the “City,” and Teamsters Local Union No.117 shall hereinafter be referred to as the “Union.” The City of Pacific and the Union agree to promote a professional working environment and shall treat each other with mutual dignity and respect. To further these mutual objectives, the City and Union support the workplace Core Values of Commitment, Caring and Respect, Teamwork and Participation, Innovation, Integrity, and Service.

### **ARTICLE 2 – RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of those employees in classifications listed in Appendix A to this Agreement, for the purpose of bargaining with respect to those items set forth in Chapter RCW 41.56.

### **ARTICLE 3 – UNION MEMBERSHIP & DUES**

3.01 Employees covered by this Agreement shall have the right to become a member of the Union.

3.02 The Employer shall notify the Union of new hires within twenty-four (24) hours of the date of hire, or as soon as practicable.

3.03 Probation for non-commissioned employees shall be six (6) months, and during such probationary period the employee does not have recourse to the grievance procedure to appeal a disciplinary action or discharge.

3.04 Seasonal Park Maintenance positions are intended to augment public works crews by performing work which is seasonal in nature and shall only be utilized between June and September. Seasonal employees' dues shall be 1.3% of the employee hourly rate. The City agrees to limit the number of seasonal positions to no greater than three (3). Union membership is voluntary.

3.05 The Union agrees to indemnify and hold harmless the City for any and all claims, suites, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

3.06 New Hire Orientation: The Union through a shop steward or Union representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the newly hired employee(s) for the purposes of filling out Union paperwork and orientating the employee to Union membership. The Union shall provide a copy of the Collective Bargaining Agreement to each new hire during orientation.

## **ARTICLE 4 – DISCIPLINE, DISCHARGE – JUST CAUSE**

It is understood and agreed that the Employer shall not discharge any employee except for just cause and that no employee shall be discharged or discriminated against in any way because of their membership in or activities on behalf of the Union. Further, the Employer shall give reasons for the discipline or discharge of any member upon demand of the Union.

4.01 Disciplinary action will be progressive in nature, but the level of discipline administered will depend on the seriousness of the offense. The City retains discretion on what level of discipline is appropriate to correct the unacceptable behavior or performance issues and address larger issues of potential liability for the City.

Lesser infractions by employees may be given a verbal reprimand, a written reprimand, or a suspension without pay. All notices shall be copied to the Union in a timely fashion.

4.02 Employees may request removal of disciplinary actions from their personnel file. Approval of such request shall be decided upon by the City on a case-by-case basis, ordinarily within fifteen (15) days of receipt of such requests.

4.03 The Union retains the right to investigate any disciplinary action involving the discharge, suspension or reprimand of an employee and the option of proceeding with the grievance procedure as recognized under this Agreement.

## **ARTICLE 5 – PAYROLL DEDUCTION**

5.01 Union Dues and Fees - The Employer, upon voluntary written authorization of the employee, shall deduct from each paycheck received each month by such employee, the Union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. The amount of such dues/fees are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

5.02 When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last paycheck.

5.03 The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, attorneys' fees, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

5.04 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written

notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same. An employee may cancel their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the Union Constitution, Bylaws, and the terms and conditions of their signed membership card. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective on the second payroll after receipt of the notice from the Union. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.

5.05 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, 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.

#### **ARTICLE 6 – WAGE DISBURSEMENT**

Upon written authorization by an employee, the Employer agrees to deduct from the wages of each employee the sum certified on such authorization and deliver same to the financial institution(s) of the employee's choosing, bi-monthly.

#### **ARTICLE 7 – SENIORITY LIST**

7.01 The City shall establish a seniority list which shall be brought up to date prior to January 31st of each year for non-civil service employees and posted immediately thereafter for a period of not less than thirty (30) days. A copy of the seniority list shall be e-mailed to the Secretary-Treasurer of the Union. Any objections to the seniority list shall be reported to the City within fifteen (15) business days of posting or stand approved. In general, employees shall be listed on the seniority list according to date of hire.

7.02 Seniority for employees shall be defined as continuous length of service based on hire date with the City including paid leave and probationary period.

Loss of Seniority: Seniority shall be broken for any of the following reasons:

- a. Discharge from Employment with just cause;
- b. Voluntary quit;
- c. Retirement;
- d. Layoffs of more than twelve (12) months.



7.03 The City shall maintain a seniority roster, of employees categorized by classification. In the event of a reduction in force among employees the Employer shall layoff the employee with the least seniority in a classification first. Employees in a higher classification may, in case of reduction of forces due to lack of work, exercise their seniority in a lower classification provided they are otherwise qualified. When such employee's original job becomes available, they will be offered the opportunity to return to it.

7.04 Employees laid off in accordance with the provisions of this Article will be eligible for recall in the reverse order of layoff for a period of one (1) year following layoff.

7.05 In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least two (2) weeks prior to termination.

7.06 The Employer will provide an updated seniority list each quarter to the Union and when a new employee is hired.

#### **ARTICLE 8 – BULLETIN BOARDS**

The City shall provide a bulletin board, located conspicuously in the Departments, for the posting of notices relating to Local Union business and Local Union activities. Materials posted on Union bulletin boards must be related to official union business. The Union shall be responsible to remove all dated material from the bulletin board.

Union staff members shall be allowed to send electronic mail notices of a non-controversial nature on the City's system if the notices comply with City's policies governing electronic mail and internet use. The parties understand and agree 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.

Union Stewards may make limited use of the City's telephone, fax machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the City's electronic mail system for communications related to contract administration, provided they comply with City's policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public.

#### **ARTICLE 9 – HOURS OF WORK**

9.01 A standard work week shall consist of forty (40) hours, normally eight (8) hours per day, Monday through Friday. Other schedules, including 4/10's, may be implemented by mutual agreement between the Employer and the employee.

9.02 Employees during regular shift shall normally have two (2) fifteen (15) minute paid rest breaks. The first such break shall be taken at approximately two (2) hours into the shift and the second approximately six (6) hours into the shift; such rest breaks to be in addition to the normally scheduled lunch break.

9.03 Employees working more than five (5) consecutive hours shall be entitled to a thirty (30) minute unpaid meal period, which shall be provided between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) consecutive hours worked. If an employee's meal period is interrupted due to performing a work-related task, the employee shall be permitted to complete their meal period when the task is completed. However, if a) the employee is required to stay at the worksite and remain available to work if called; or b) the employee is unable to complete their meal period; or c) the employee does not receive their meal period between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) consecutive hours of work; then that employee shall be entitled to compensation for the missed meal period. Such break time loss shall be paid at the overtime rate ( $\times 1 \frac{1}{2}$ ) in addition to time worked.

9.04 Public Works Lead, Maintenance Worker I, II, and III job classifications will combine their two (2) fifteen-minute rest periods with their one-half hour unpaid lunch period for a one (1) hour lunch period each day. The first half-hour (1/2) hour shall be designated as their lunch period, and the second one-half (1/2) hour as their break periods. The two (2) paid rest periods are considered time worked for the purpose of calculating leave requests of less than eight (8) hours.

9.05 All other employees shall have the option to request their two (2) fifteen (15) minute rest periods be combined with their one-half (1/2) hour unpaid lunch break period, and the second one-half (1/2) hour as their two (2) rest periods. Any such request to combine rest periods with meal periods shall be made in writing to the employee's immediate supervisor. The supervisor shall have the discretion to deny such request if they determine that, due to business necessity, the rest periods and meal periods should not be combined. The supervisors' approval or denial of such request shall be in writing.

9.06 The purpose of combining the rest periods and meal periods is to provide a one (1) hour lunch period, and not for the purpose of allowing the employee to leave early.

## **ARTICLE 10 – OVERTIME**

10.01 Overtime shall be computed based upon actual hours worked. Holidays shall be considered "actual hours of work" for the purposes of determining overtime payment. Overtime shall be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for actual hours worked exceeding forty (40) hours in a seven (7) day work period. In the event an employee is on paid leave (i.e. vacation, sick leave), and the employee is called to work due to a declared emergency as determined by the Employer or designee, the employee shall be paid at the overtime rate as described in this paragraph.

10.02 In the event a need for overtime should occur, an attempt shall be made to distribute extra hours evenly if possible.

10.03 During a week that an employee is on vacation or is on sick leave, the employee shall not be required to work extra or additional hours outside of their normal schedule unless it is for emergencies. If such employee is required to work extra hours due to an emergency, the employee shall be paid at one and one-half (1½) times their hourly rate of pay for those hours, in accordance with the minimum as set forth in Article 12.

10.04 Each week, one (1) employee among employees in the classification of Public Works Lead and Maintenance Worker II or III shall be assigned to a seven (7) day stand-by schedule extending from Thursday through Wednesday. This employee shall serve as a Designee of the Mayor as described in Article 12.

In addition to all regular duties, said employee shall be required, but not limited to, carry a Mobile Communication Device (MCD) after normal working hours, check each City operated lift station, well pump, open park facilities, and clean facilities once each day on Saturday and Sunday. Total pay for carrying a MCD and performing weekend duties shall be eleven (11) hours of overtime.

A week in which a contractual holiday falls, the employee will receive an additional three (3) hours of overtime compensation for performing the regular duties of the stand-by schedule on the contractual holiday. This application will provide a total of fourteen (14) hours of overtime paid for the weekly stand-by assignment when a contractual holiday falls within that seven (7) day stand-by schedule.

10.05 The designated Standby employee who is off work on approved sick leave shall notify their immediate supervisor by two (2:00) o'clock pm, on the day they are assigned, if they are unavailable to respond to a call back on that evening shift (4:00 p.m. – 7:30 a.m.). Upon such notice, the employee shall not be required to respond to a call back and shall not be eligible for standby pay for that particular day only.

## **ARTICLE 11 – WORKING OUT OF CLASSIFICATION**

11.01 When an employee is assigned by the Employer to perform the skills and scope of duties of a higher classification for a period of more than two (2) hours in any one shift before returning to their regular duties, such employee will be paid at the pay grade step of the higher classification that ensures the employee of at least a ten percent (10%) pay increase, up to the maximum of the pay range, payable retroactively from the first hour and until they return to the duties of their previous position. The employee must have the authorization for the out of classification pay in advance.

11.02 The Maintenance Worker III shall be the designated lead in the event the Public Works Lead is absent for more than two (2) hours. In the event the Maintenance Worker III is not available, the employee on assigned standby shall be the designated

lead. The employee will receive the ten percent (10%) out of classification pay increase for all hours worked during Public Works Lead's absence.

## **ARTICLE 12 – EMERGENCY CALL-BACK**

12.01 Employees in the Public Works Department must respond to an emergency call-back and be available to return to work within thirty (30) minutes when notified by Valley Communications, the Public Works Director, the Police Department, Fire Department, the Mayor, and/or the Mayor's Designee.

12.02 All Public Works employees shall be compensated for a minimum of three (3) hours, or for the actual time spent on emergency call-back situations. All other full-time employees shall be compensated for a minimum of two (2) hours, or for the actual time spent on emergency call-back situations, whichever is greater. Valley Communications, the Police Department, Fire Department, the Public Works Manager, the Mayor, and the Mayor's Designee are the only agents duly authorized to declare an emergency call-back situation.

12.02.1 In the event an employee is called back on any of the holidays set forth in the holiday section of this Agreement, the employee shall receive one (1) additional hour of pay at the employee's regular straight time rate.

12.02.2 An employee who receives a call and is able to resolve the issue by phone or by computer without having to come to work shall be paid a minimum of quarter (.25) hour overtime or until the issue is resolved in fifteen (15) minutes intervals.

Between the hours of 10PM and 6AM an employee shall be compensated for six times (6x) the amount of time spent responding to the phone call, provided the length of the call shall be recorded in fifteen (15) minute intervals (e.g., a phone call that lasts twenty (20) minutes shall be recorded as thirty (30) minutes and the employee will be paid for three (3) hours), and further provided that the maximum compensation shall not exceed three (3) hours in total per call-out.

12.02.03 In the event there are power outages at intersections it will be the discretion of the police chief or Public Works Manager to determine if additional signage is needed. All direction will be provided in writing and therefore absolve the Maintenance Workers of responsibility.

12.03 Custodian "on-call" hours to be a minimum of two (2) hours offered in seniority order and paid at the Maintenance I rate.

## **ARTICLE 13 – COMPENSATORY TIME**

13.01 Compensatory time for overtime worked shall be accumulated at the rate of time and one-half (1-1/2) per hour worked.

13.02 Full time employees shall be allowed to accumulate a maximum of one hundred twenty (120) hours of compensatory time. Overtime earned that would cause the accumulation to exceed one hundred twenty (120) hours will be paid to the employee in the current pay period.

13.03 Full time employees may elect to receive compensatory time off from work in lieu of pay subject to approval by the appropriate Department manager.

13.04 Accrued compensatory time may be cashed out at the request of the employee annually when a request is submitted to the Department Head no later than October 1<sup>st</sup> of each calendar year.

## **ARTICLE 14 – HOLIDAYS**

14.01 Each full-time employee (including employees on a 4/10 or other non-standard work schedule) shall be entitled to eight (8) hours holiday pay on each of the following days declared as official holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Day Before Christmas
Juneteenth	Veteran's Day	Christmas Day

14.02 HOLIDAY PAY (5 on 2 off Shift) - Whenever any legal holiday falls on a Sunday the following Monday shall be a legal holiday. Whenever any legal holiday falls on a Saturday the preceding Friday shall be a legal holiday. If a holiday falls on an employee's day off, that employee shall receive eight (8) hours of compensatory time off. If an employee is assigned to work on any holiday they shall receive, in addition to their regular hourly rate of pay, one and one-half (1½) times their regular rate of pay for all time worked on the holiday. Hours worked on Thanksgiving Day and Christmas will be compensated at two times (2x) their regular rate of pay for all time worked on those holidays.

14.03 In order to be eligible for holiday pay an employee must be in a paid status, including approved vacation leave or sick leave on both the regular workday immediately preceding and immediately succeeding the scheduled holiday.

14.04 Floating Holidays - During the life of this Agreement, an employee shall

receive three (3) floating holidays each year. Floating holidays shall be prescheduled and taken with approval of management and not to be carried over or cashed out.

## **ARTICLE 15 – VACATION**

15.01      VACATION EARNINGS - Vacation shall be earned according to the following schedule:

1 through 3 years	8.0 hrs/month
4 through 9 years	10.0 hrs/month
10 through 14 years	12.5 hrs/month
15 or more years	15.0 hrs/month

15.02      Vacation pay shall be calculated in the following manner:

$$\begin{aligned} &\text{Annual wage}/2080 = \text{hourly rate} \\ &\text{Hourly rate} \times \text{hours of vacation requested} = \text{vacation pay.} \end{aligned}$$

15.03      Employees shall be allowed to accumulate vacation hours up to a maximum of twice (2x) their allowed vacation earnings per year of service. Vacation hours earned after maximum accumulation shall be cashed-out on the first payroll of the subsequent calendar year, such that the employee's balanced going forward remains twice (2x) their allowed vacation earnings per year of service. Alternatively, employees may cash out vacation hours that exceed the maximum accumulation. Cash out requests shall be subject to reasonable fiscal ability and shall be submitted to the Department Head no later than October 1<sup>st</sup> of each calendar year.

15.04      Vacation Calendar: The manager of each department shall establish an annual vacation calendar for the department. The annual vacation calendar is in force between the first (1<sup>st</sup>) of January and thirty-first (31<sup>st</sup>) of December or each year.

15.05      Vacation Scheduling: Vacation leave shall be scheduled so as to meet the operating requirements of the City, and, as far as practicable, the preferences of the employees. For purposes of establishing the annual vacation calendar, employee vacation requests for forty (40) hours and above shall take precedence over requests for less than forty (40) hours. Requests for duplicate time off will go to the employee with the greatest seniority in the service to the City.

15.06      Vacation Bidding: By the first (1<sup>st</sup>) of December of each year, employees shall submit vacation requests to their department manager to facilitate the creation of the annual vacation calendar. Employees may request more than one vacation time period. Employees choosing to request more than one vacation time period shall prioritize their requests into first and second choices. First choice vacation bids will be reconciled and approved ahead of second vacation choices. When an employee vacation request is denied, the employee will be so informed by their department manager and given an opportunity to select another time slot. The department manager

will approve the annual vacation calendar and cause to have it posted on Outlook on or before the thirty-first (31<sup>st</sup>) of December. Once published, there will be no vacation bumping. Vacation requests after the thirty-first (31<sup>st</sup>) of December will be on a first-come, first-served basis.

15.07 Upon termination of employment, employees shall receive payment for all unused vacation hours. Payment will be paid at employee's current regular straight time rate of pay and will be included with employee's final paycheck.

#### **ARTICLE 16 – BEREAVEMENT LEAVE**

16.01 In the event of a death in the immediate family, full time employees shall be granted up to three (3) days bereavement leave with pay. In cases where attendance at services requires travel outside the State of Washington, employees shall be granted up to five (5) days bereavement with pay. This leave shall not be accumulated.

16.02 Additional time off may be requested by the employee and granted by the Departmental Director. Time off for the additional bereavement leave shall be charged against an employee's vacation, sick or compensatory time leave balance at the option of the employee.

16.03 Immediate family is defined to be persons related by blood, domestic partner, or marriage to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, son-in-law, daughter-in-law, legally adopted child, brother, sister, niece, nephew, grandchild, aunt, uncle, and any persons for whose financial or physical care the employee is principally responsible.

#### **ARTICLE 17 – JURY DUTY**

Employees who are required by due process of law to render jury service shall receive their pay during such period. If any other payment, besides mileage reimbursement for use of a personal vehicle, is received for jury duty such pay will be reimbursed to the City or deducted from the employee's paycheck.

#### **ARTICLE 18 – SICK LEAVE**

18.01 Full time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours. Upon the retirement of an employee, one-third (1/3) of the accumulated sick leave shall be paid.

18.02 Regular employees shall become eligible to use sick leave immediately following their first payroll cycle. Eligible employees shall be granted sick leave pay for the following reasons:

18.02.1 An employee's mental or physical illness, injury, or health

condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

18.02.2 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.

18.02.3 Compulsory quarantine of the employee in accordance with community health requirements.

18.02.4 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. "Family member" means any of the following:

- (a) A child, including a biological, adopted, or foster child, stepchild, 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;
- (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (c) A spouse;
- (d) A registered domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

18.02.5 After bereavement leave is exhausted, for up to five (5) working days of sick leave.

18.03 In such event, the employee shall make all reasonable efforts to notify their immediate supervisor (or in their immediate supervisor's absence, the one shift



supervisory) of absence due to illness or injury as soon as possible. A sick slip shall be filled out upon the return of an employee to work. After three (3) consecutive days of sick leave, a health care provider's certificate may be required to return to work. Such medical verification may not impose an unreasonable burden or expense on the employee.

Any employee found to have abused the sick leave privilege by falsification or misrepresentation may be subject to corrective action up to and including termination. At no time shall a supervisor inquire as to the employee's diagnosis. When an employee calls in, they shall indicate that they are taking sick leave and indicate whether the sick leave is for a family member or the employee.

18.04 Shared Leave – Regular benefited employees shall be eligible to participate in the City's Shared Leave Plan.

18.05 Sick leave may be taken as soon as it is earned.

18.06 Leave of Absence – All regular full-time employees who have one (1) year of service with the City are eligible for an un-paid Leave of Absence upon written request to their Personnel Manager and/or Department Director and only with the approval by the Mayor. The Leave of Absence request must be made as far in advance as possible.

Approval of a Leave of Absence is at the City's sole discretion. All terms and conditions of an unpaid leave of absence shall be established in writing by the appointing authority prior to the commencement of the leave. If granted a leave of absence, the employee is required to use all accrued paid time off before the unpaid portion of the leave begins.

Leaves of Absence shall be limited to a maximum of twelve (12) continuous months. Extensions may be granted with approval of the Mayor under extraordinary circumstances.

No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on a leave of absence without pay. The employee shall be allowed to continue insurance coverage through the City's plan by paying the employees share of the premium, provided such coverage is permitted by the insurance carrier.

An employee must return to work on the date mutually agreed upon, prior to the commencement of the leave. Failure to return to work on the agreed date without prior approval by the Mayor will be treated as a voluntary quit.

## **ARTICLE 19 – WAGES**

19.01 RANGE CHANGES

19.01.01 Effective January 1, 2022 the employees in the classification

listed below shall be moved from the current range and step in effect December 31, 2021 to the new range and step as outlined below:

<u>CLASSIFICATION</u>	<u>CURRENT RANGE</u>	<u>NEW RANGE</u>
Administrative Assistant	7	10
Community Services Assistant	1	4
Facilities Maintenance Worker	5	6
Finance Tech Lead	18	18
Office Assistant	1	5
Parks Maintenance / Wetlands Specialist**	12	12
Police Records Coordinator	N/A	18
Public Works Lead	18	18
Senior Center Lead	5	8
Utility Billing Clerk	7	8
Public Works/Community Development Administrative Assistant/Court Clerk*	11	12
Public Works Program Coordinator	18	18
Youth Center Lead	6	8

\* Title change and range change

\*\* Title change only

19.01.02 Effective January 1, 2024 the employees in the classification listed below shall be moved from the range and step in effect December 31, 2023 to the new range and step as outlined below:

<u>CLASSIFICATION</u>	<u>RANGE EFFECTIVE 12/31/2023</u>	<u>RANGE EFFECTIVE 1/1/2024</u>
Finance Tech Lead	18	19
Police Records Coordinator	18	19
Public Works Lead	18	19
Public Works Program Coordinator	18	19

19.02 The wage schedule of Section A.1 shall be amended effective January 1, 2022, by an increase in the base wage from the 2021 salary range and shall be implemented for current bargaining unit members. The increase shall be equal to the Seattle-Tacoma-Bellevue CPI-W October to October 2021 data with a minimum of two

percent (2%) and a maximum of four percent (4%).

19.03 The wage schedule of Section A.1 shall be amended effective January 1, 2023, by an increase in the base wage from the 2022 salary range and shall be implemented for current bargaining unit members. The increase shall be equal to the Seattle-Tacoma-Bellevue CPI-W October to October 2022, with a minimum of two percent (2%) and a maximum of four percent (4%).

19.04 The wage schedule of Section A.1 shall be amended effective January 1, 2024, by an increase in the base wage from the 2023 salary range and shall be implemented for current bargaining unit members. The increase shall be equal to the Seattle-Tacoma-Bellevue CPI-W October to October 2023, with a minimum of two percent (2%) and a maximum of four percent (4%).

## **ARTICLE 20 – LONGEVITY**

20.01 Full time employees covered by this Agreement shall receive the following longevity compensation in addition to their base rate of pay:

20.01.1 Fifty dollars (\$50.00) per month from the start of the thirty-seventh (37<sup>th</sup>) full month to and including the sixtieth (60<sup>th</sup>) full month of service.

20.01.2 Seventy-five dollars (\$75.00) per month from the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred twentieth (120<sup>th</sup>) full month of service.

20.01.3 One hundred seventy-five dollars (\$175.00) per month from the start of the one hundred twenty-first (121<sup>st</sup>) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of service.

20.01.4 Two hundred twenty-five dollars (\$225.00) per month from the start of the one hundred eighty first (181<sup>st</sup>) full month to and including the two hundred fortieth (240<sup>th</sup>) full month of service.

20.01.5 Over twenty (20) years of service: Three hundred fifty dollars (\$350.00) per month from the start of the two hundred forty-first (241<sup>st</sup>) full month.

## **ARTICLE 21 – MEDICAL, DENTAL & VISION**

21.01 Effective January 1, 2022, the Employer agrees to contribute to the Washington Teamsters Welfare Trust c/o Northwest Administrators Inc., for each full-time employee who received compensation for eighty (80) hours or more in the previous month, the percentage specified in Section 21.02 of the sum of one thousand six-hundred twenty-seven dollars and sixty cents (\$1,627.60) towards the following monthly premium amounts for the designated plans:

**HEALTH & WELFARE:**

Medical – Continue Teamsters Plan “A”	\$	1,496.40
Time Loss Plan “A”	\$	<u>18.00</u>
Subtotal	\$	1,514.40

**DENTAL:**

Dental – Continue Teamsters Plan “B”	\$	87.50
--------------------------------------	----	-------

**VISION:**

Vision – Continue Teamsters Vision Plan EXT	\$	17.10
---------------------------------------------	----	-------

**EMPLOYEE LIFE/AD&D**

Plan “A”	\$	8.60
----------	----	------

For a total monthly contribution of: \$ 1,627.60

21.02 **Maintenance of Benefits:** The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

The City shall pay ninety percent (90%) of the total premium and the employees shall pay ten percent (10%) of the total premium for the designated plans for the life of the Agreement.

21.03 The City requests that they be notified by Northwest Administrators, Inc., forty-five (45) days in advance of any increase in premium levels.

21.04 The above payments shall be made to the administrative office of the Trust by the tenth (10th) day of each month. The City further agrees that upon receiving thirty (30) days' notice from the Trust of any delinquency in any of the above payments, that should the Fund be required to take legal action to collect the City's contribution due under this Agreement, that it shall be liable for all the necessary costs of such litigation.

21.05 The parties agree to meet in a Labor Management meeting, in accordance with Article 34, to discuss any changes that may be made to the health and welfare provisions of this Agreement, including but not limited to, redesign of the plans, change of plans or carriers and/or cost burden of the plans. The parties agree to work in conjunction with the Uniformed Employees bargaining unit in regards to this provision.

21.06 **RETIREE'S HEALTH AND WELFARE**

A. The Employer agrees to participate in the “RWT-PLUS Plan” for the duration of this Agreement. The Employer agrees to remit the monthly premium amount to Northwest Administrators, Inc. for benefits under the “RWT-PLUS Plan” for every

employee covered by this Agreement who was compensated for at least forty (40) hours in the previous month in amounts as required by the Trust.

Effective January 1, 2022, the Employer agrees to contribute \$94.85 per month for all eligible employees towards the monthly premium for benefits under the "RWT-PLUS Plan". For each subsequent year in which this agreement is in effect, the Employer agrees to contribute one hundred percent (100%) of the premium for benefits under the "RWT-PLUS Plan".

B. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

C. Probationary employees shall be covered under this Plan in accordance to Trust rules.

## **ARTICLE 22 – LONG TERM DISABILITY**

The City shall provide long term disability benefits for employees covered by this Agreement.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

23.01 A grievance shall be defined as a dispute or disagreement raised by an employee and/or the Union against the City involving the interpretation or application of specific provisions of this Agreement. Grievances, as herein defined, shall be processed in the following manner:

23.02 Should any employee or group of employees, and the Union feel aggrieved as a result of any condition arising out of the interpretation of this Agreement, resolution shall be sought with the assistance of the Union if it determines that the grievance is justified. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

23.03 STEP ONE: The matter may be first discussed verbally with the employee's immediate supervisor within fifteen (15) business days of the occurrence. If such discussion does not resolve the grievance, the grievance may be processed to STEP TWO of this procedure within ten (10) business days of the supervisor's STEP ONE response. Should the grievant elect to skip STEP ONE of the grievance procedure, the grievant must initiate STEP TWO within fifteen (15) business days of the occurrence.

23.04 STEP TWO: The grievance shall then be presented to the Union, which may, within fifteen (15) business days, present the grievance in writing to the appropriate Department Manager. The grievance shall contain a brief outline explaining the incident, the specific Section of the Agreement which was allegedly violated, names of witnesses, the remedy requested, and any other information deemed necessary by

the Employer to sufficiently investigate the grievance. The Department Manager shall, within fifteen (15) business days, arrange for such meetings and make such investigations as are necessary to come to a conclusion regarding the grievance. A copy of the Department Manager's determination shall be provided to the aggrieved employee(s) and the Union. If this determination does not resolve the grievance to the satisfaction of the Union, it may be processed to the next step within fifteen (15) business days from receipt of the Department Manager's written response.

23.05        STEP THREE: If the grievance remains unresolved, the grievance shall be presented in writing to the Mayor within fifteen (15) business days. A copy of the Mayor's determination shall be given to the aggrieved employee(s), and the Union no later than fifteen (15) days following the Mayor's receipt of the STEP THREE grievance. Should the grievance not be resolved at the Mayor's level, the Union may move the grievance to binding arbitration. The Union shall notify the City within fifteen (15) working days of receipt of the Mayor's written decision of its decision to proceed to arbitration.

23.06        STEP FOUR – ARBITRATION: The selection of the arbitrator shall be by mutual agreement between the Union and the City. If the parties are unable to agree upon an arbitrator a list of seven (7) arbitrators from the States of Washington and Oregon shall be requested from the Federal Mediation and Conciliation Service or the Washington State Public Employment Relations Commission. The parties shall alternately strike a name from the list. The remaining arbitrator shall conduct the proceeding of the arbitration. The decision of the arbitrator shall be final and binding upon the parties.

23.07        The parties shall share the cost of the arbitrator and their associated expenses equally. All other expenses, including attorney's fees, shall be the sole responsibility of the incurring party.

23.08        Failure on the part of either party to meet any of the grievance procedure time limits shall automatically advance the grievance to the next step.

23.09        In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided however, disciplinary action may be processed through the contract grievance procedure; and provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein or pertinent procedures regarding disciplinary appeals under the City Personnel ordinance. Under no circumstances may an employee use both the contract grievance procedure and Personnel Ordinance procedure, with regard to the same disciplinary action. Employees who are serving their probationary period shall have no appeal rights.

23.10        Time limits may be extended by mutual agreement and must be confirmed in writing.

## **ARTICLE 24 – UNION REPRESENTATIVE**

The Union Representative shall be allowed access to all facilities of the Employer wherein the employees covered by this Agreement may be working, for the purpose of conducting necessary Union business and investigating grievances, provided that such Representative does not, interfere with normal work processes. No Union meetings shall be held on City property during normal working hours.

## **ARTICLE 25 – ALLOWANCE AND REIMBURSEMENTS**

25.01        **Safety Equipment**: The City will supply all safety equipment required for employees to complete their assigned tasks. This includes, but is not limited to ear plugs, gloves, non-prescription safety glasses, rain gear, hard hats and safety vests. These items will be replaced as needed on an exchange basis.

25.02        **Footwear**: All employees who are required to wear safety footwear will be reimbursed up to three hundred dollars and no cents (\$300.00) plus tax for the purchase of new footwear. Employees requesting reimbursement for new footwear are responsible to provide a sales receipt and tag confirming the footwear meets or exceeds ANSI & ASTM Z41-1991. Allowance may also be used by employee to repair existing safety footwear. Reimbursement for repair of safety footwear shall be made upon presentation of sales receipt.

Allowance for footwear shall not exceed three hundred dollars and no cents (\$300.00).

New employees shall be eligible for a footwear allowance upon hire. Employees failing to successfully complete their probationary period will not be required to pay back the boot allowance.

25.03        **Uniform**: The City shall provide each Building Inspector, Public Works Program Coordinator, Facilities Maintenance Worker, Public Works Lead, Maintenance Worker I, II and III and Stormwater Technician employees with the following uniform items at the time of hire:

- One (1) pair of coveralls
- One (1) pair of safety footwear
- One (1) pair rubber boots
- One (1) winter jacket
- One (1) summer jacket
- Two (2) summer ball caps
- Two (2) winter watch caps
- Three (3) pairs of work pants
- Three (3) short sleeve t-shirts
- Three (3) long sleeve t-shirts
- Three (3) sweatshirts

All uniform items will be provided by the City through the quartermaster system. As clothing items become non-serviceable, worn, or no longer having a professional appearance they will be returned to the City in exchange for replacement clothing as listed above.

Building Inspector, Public Works Program Coordinator, Facilities Maintenance Worker, Public Works Lead, Maintenance Worker I, II and III and Stormwater Technician employees shall receive an allowance of two hundred forty dollars and no cents (\$240.00) annually to be used for off-site laundry service. The allowance will be paid on the first payroll check of the calendar year to each eligible employee. The two hundred forty dollars (\$240.00) will be taxed.

25.04 Immunizations: The City shall provide at no cost to the employee the vaccination for immunization against Hepatitis B for employees with job duties that expose them to blood borne pathogens. Employees may elect not to receive the vaccination, but such refusal shall be documented and included in the employees' personnel file.

25.05 Renewal Fees for Certifications, Licenses, or Registration: When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall pay for the renewal of such certificate, registration, or license, with the exception of a Washington State Driver's License.

25.06 Commercial Driver's License (CDL): If an employee is required to obtain and maintain a CDL as part of their job classification, the City will pay for the employee to do so in accordance with State and Federal regulations. For effected employees, the City agrees to the following:

(A) The City will provide or arrange for CDL training one time only. Any additional training or attempts to successfully pass the various examinations will be paid by the employee. Should the employee fail to successfully pass the license examinations within three (3) attempts, the employee shall reimburse the City the cost of the training paid for by the City. This provision may be waived by the City Administrator at their sole discretion contingent upon the employee successfully passing the required examinations and obtaining a CDL within a reasonable amount of time after completing the City-provided training. Except under extenuating circumstances, a reasonable amount of time shall mean ninety (90) days following completion of the City-provided training.

(B) The City will pay the cost of CDL physical examination administered by the City's contracted provider and as required by law. If the employee elects to obtain the required physical elsewhere then the City will pay for any co-payment required by the employee's insurance company. The City will pay the cost of all required Department of Transportation Physicals as required for CDL compliance per CDL license renewal. Should the employee fail the physical examination, the employee will be responsible for the cost of all further or repeat examination costs to obtain the new license or license renewal.



(C) The City will pay the costs of the written examinations and driving tests for the required license and endorsements. Further, the City will provide or pay the costs to provide a vehicle appropriate for the employee to take the driving tests. Should the employee fail to pass the driving test(s) within the number of attempts included in the testing fee and the fee paid to provide a suitable vehicle for the driving test, the employee shall pay the cost of providing an appropriate vehicle for all additional re-tests.

(D) The City will pay the CDL license fee (first time fee and renewal) and the fees for any other required endorsements and related testing.

(E) The employee is responsible for obtaining and paying the fees for their own basic Washington State driver's license, and for all endorsements not required by the City.

(F) The City is not responsible for the renewal of lost licenses.

(G) Employees are responsible for:

- 1) Passing the knowledge test
- 2) Passing the skills test
- 3) Paying for the cost of re-testing if they fail to pass on the three attempts provided by the initial City-paid written examination fee.
- 4) Passing the physical examination, which includes urinalysis
- 5) Maintaining their license and endorsements as a requirement of their employment with the City.

(H) The value of the CDL testing, education, certification, and license furnished by the City to the employee is significant. In the event the employee should voluntarily terminate their employment by the City prior to the expiration of three (3) years from the date of completing the training, the employee shall repay to the City as follows:

- 1) If such termination occurs within twenty-four (24) calendar months of the date of completing the training, the employee shall pay the City the entire amount of the CDL certification costs identified above.
- 2) If such termination occurs after twenty-four (24) calendar months but within thirty-six (36) calendar months of completing the training, the employee shall pay the City the sum equal to seventy-five percent (75%) of the entire amount of the CDL certification cost identified above.
- 3) Payment to the City shall be made within thirty (30) days after the date of voluntary termination. The City is authorized to withhold from any salary or any other amounts owing to the employee by the City, up to the sum identified.
- 4) In the event the City should incur any costs of collection, including

attorney's fees and/or court costs, the amount thereof shall be added to the amount owing to the City by the employee.

#### **ARTICLE 26 – SAFETY STANDARDS**

26.01 The City agrees to equip and maintain any and all City owned or leased equipment in accordance with Safety Standards required by State and Federal Laws.

26.02 The City agrees to provide a safe and environmentally sound workplace, as required by law.

26.03 Employees covered by this agreement shall abide by the Drug and Alcohol Testing Policy as formulated through the bargaining process. Said policy shall not be unilaterally changed.

#### **ARTICLE 27 – ANTI-STRIKE CLAUSE**

It is understood and agreed that services performed by employees covered by this Agreement are essential to the public health, safety, and welfare of the City. Therefore, the Union agrees that it shall not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operations of the City. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which interrupts or interferes with the operations of the City. In the event of a violation of this Agreement, the Union agrees to take affirmative steps with the employee(s) concerned, such as letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work.

#### **ARTICLE 28 – AMENDMENTS TO THE AGREEMENT**

28.01 The Employer and the Union may amend this Agreement upon mutual agreement.

28.02 Attachments and/or Amendments, Appendices, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated in the Agreement by this reference.

#### **ARTICLE 29 – MANAGEMENT'S RIGHTS**

29.01 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate and the powers of authority which the City has not otherwise specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to:

29.01.1 Direct employees:

- a) Hire, promote, transfer, assign, and retain employees.
- b) Suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause.
- c) Relieve employees from duty because of lack of work or other legitimate reasons.
- d) Maintain the efficiency of the operation entrusted to the City.
- e) Determine the methods, means, and personnel by which such operations are to be conducted.
- f) Take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency, provided however, those items (a) through (f) shall not be in conflict with City ordinances, personnel rules and the terms of this Agreement.

**ARTICLE 30 – SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 31 – NONDISCRIMINATION**

It is mutually agreed that there shall be no unlawful discrimination because of race, color, religion, sex, sexual orientation, age, marital status, national origin, any protected class under local, state, and/or federal law, or physical, mental, or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. Furthermore, it is mutually agreed that there shall be no unlawful discrimination based upon Union activity. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

**ARTICLE 32 – SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State Law, the City Charter, and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State Law, City Charter, or City Ordinances are paramount and shall prevail, provided that where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

## **ARTICLE 33 – EMPLOYEE CLASSIFICATIONS**

33.01 **FULL-TIME EMPLOYEES** – Full-time employee means any position in which the employee regularly works not less than forty (40) hours per week.

33.02 **PART-TIME REGULAR EMPLOYEES**: Part-time regular employees means a position in which the employee regularly works less than forty (40) hours per week, but not less than twenty (20) hours per week. Part-time regular employees shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Should a part time position within the bargaining unit be created or become available, full-time employees may have the first option of taking the part time position.

33.03 **PART-TIME NON-REGULAR EMPLOYEES**: Part-time non-regular employee means a position in which the employee regularly works less than twenty (20) hours per week or occasionally may work more than twenty (20) hours per week, and up to forty (40) hours per week on a seasonal basis not to exceed one thousand forth (1,040) hours in a calendar year. Extensions may be granted by mutual agreement. No full-time employee or regular part-time employee shall be displaced by the use of temporary part-time non-regular employees. Part-time non-regular employees shall not receive benefits, nor shall they accrue seniority.

33.04 **DEPARTMENT DIRECTORS**: In an emergency, and when there are no bargaining unit members available, Department Directors shall be allowed to perform bargaining unit work. Department Directors shall not replace bargaining unit employees as a means to avoid overtime.

33.05 **NEW CLASSIFICATIONS**: Should the Employer establish a new bargaining unit classification during the term of this Agreement, it shall establish wage rates for the classification, which are in proper relationship to wage rates paid similar classifications or requirements of other classifications within the facility. Before implementing these wage rates, the Employer will negotiate them with the Union and attempt to arrive at mutual agreement on wage rates for the new bargaining unit classification within ninety (90) days.

33.06 **PROBATIONARY EMPLOYEES**: All new or re-employed appointments shall be considered probationary for the first six (6) months of employment. Should performance be deemed unsatisfactory during the initial six (6) months of the probationary period, the appointment may either be rescinded, or the probationary period may be extended for a period not to exceed six (6) months. During the probationary period, the employee may be terminated at the discretion of the City.

33.07 **CAREER LADDER**: A job progression for employees designed to encourage development of skills knowledge, and abilities identified for each career ladder job, which an employee must possess in order to be considered for advancement. This flexible allocation system provides for greater mobility within a given job class versus a fixed allocation system which allows promotions only when an opening becomes available for a position.

33.07.01 To be eligible for promotion to the next higher job within a career ladder position, an employee must meet all eligibility requirements for the next higher job, as stated below:

- a) Employee must meet or exceed overall job performance standards in their current job, as documented in their annual performance evaluation. If an employee is denied advancement because of a performance evaluation the employee may appeal the evaluation to the City Administrator or Mayor.
- b) Employee must meet or exceed the minimum education and work experience requirements as stated on the job description for the career ladder job.
- c) Employee must meet the certification requirement, if applicable, for the career ladder job for which they are being considered and must maintain the required certification to remain in the higher job. If an employee does not maintain the required certification, they will be demoted to the previous job title and salary rate. Required certifications are stated on job descriptions.
- d) Employees found qualified and progressing to the next career rung shall be placed in the new salary range. The step at which an employee is placed in the new range shall be a minimum of a three percent (3%) base pay increase but no less than Step A. Promoted employees shall be granted the adjusted base pay increase beginning on the next pay period following satisfactory completion of three (3) months of probation. Promotions will be communicated in writing to employees.

33.07.02 The Public Works career ladder positions include the Maintenance Worker I, II and III positions. The Public Works Stormwater Technician, Public Works Coordinator and Public Works Lead are not career ladder positions and will be filled as openings become available for each position.

33.07.03 The Finance and Administration career ladder positions include:

- \* Finance Technician I, II, III, Lead Finance Technician; and
- \*Assistant Utilities Billing Clerk, Utility Billing Clerk, Senior Utility Billing Clerk.

The Office Assistant and Administrative Assistant are not career ladder positions

and will be filled as openings become available for each position.

#### **ARTICLE 34 – LABOR MANAGEMENT COMMITTEE**

34.01 **LABOR MANAGEMENT:** The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties and to review and negotiate mandatory subjects of bargaining relating to the new job descriptions. The Labor-Management Committee cannot alter the terms and conditions of this agreement.

34.02 Should the Union, through the Union Representative or designee and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the Agreement.

#### **ARTICLE 35 – RETIREMENT**

The employees of the City shall have the retirement benefits established by State Law.

##### **Western Conference of Teamsters Pension Trust**

The Parties, agree to the following:

Employees from the City of Pacific, Washington Public Works & Clerical who are represented by Teamsters Local Union No. 117 voted to begin participating in the Western Conference of Teamsters Pension Trust (WCTPT) effective June 1, 2011.

Contributions shall be by payroll diversion based on all compensated hours and shall be uniform by classification. The Employer agrees to administer the designated diversion through their payroll system and remit these monies to Western Conference of Teamsters Pension Trust Fund as indicated below. The contributions rates shall be as follows:

Public Works Employees	- \$2.00 per hour
Clerical Employees	- \$1.00 per hour

Effective January 1, 2016, the total amount due for each month shall be remitted in a lump sum not later than the 20<sup>th</sup> day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of the Trust to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

## **ARTICLE 36 – EDUCATION AND TRAINING**

The City may provide and encourage training opportunities, including attendance at workshops, classes and seminars, for bargaining unit members. Associated expenses shall be within budget appropriations and subject to approval by the authorizing department manager or City Administrator.

The objective of this training is to afford the employee the opportunity to acquire new knowledge and skills. As a result of the training, the employee may then be more effective on the job and may qualify for jobs at a higher level. Such training will be documented and placed in the employee's personnel file. It will be considered when the employee applies for future promotional positions.

Training will be considered based on job, workload needs, and on funding. Tuition and fees for such approved training will be paid for by the City when approved by the authorizing department manager or City Administrator. Time during regular work hours shall be compensated time. Time outside regular work hours shall be on the employee's own time.

## **ARTICLE 37 – PERSONNEL FILES & PUBLIC DISCLOSURE**

When documents in an employee's personnel, payroll, supervisory or training file are the subject of a public disclosure request, the Employer will provide the employee a copy of the request at least fourteen (14) calendar days in advance of the intended release date. Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena.

## **ARTICLE 38 – STORMWATER MANAGER TECHNICIAN PROGRAM**

The City of Pacific has a Stormwater Management Program. The City will also have an ongoing need to maintain compliance with the City's Washington Department of Ecology Western Washington Phase II Stormwater Permit requirements. The City anticipates that the Public Works Director will need the assistance of one or more employees to assist in these activities, and thus intends to create a new "Stormwater Technician" position and add additional responsibilities on the Public Works Coordinator position. In an effort to take advantage of the skills and experience of existing Public Works employees, and to provide new opportunities for bargaining unit members, the City and the Teamsters have agreed to establish an Apprenticeship Program through which a bargaining unit member in the Public Works Maintenance Worker position can attain the knowledge and skills required to perform the duties of the Stormwater Technician.

The terms of the Apprenticeship Program are as follows:

1. The duration of the Apprenticeship Program will be the duration of this Agreement.
2. Current Public Works Maintenance Workers will be given the opportunity to express their interest in participating in the Apprenticeship Program. If more than one employee is interested, the City will select one to participate, by skill ability, demonstrated performance, and seniority.
3. The employee selected for the Apprenticeship Program will spend approximately fifty five percent (55%) of their time on learning and performing the duties and responsibilities of the Stormwater Field Technician position, and the remainder of their work hours performing the duties and responsibilities of Public Works Maintenance Worker positions. The City retains the right to determine the work to be performed by employees on any given day, and to assign duties to employees from time to time as it deems necessary for the effective and efficient operation of the City.
4. The selected individual will be compensated Out of Classification pay at a rate of ten percent (10%) above the employee's current rate of pay for all time spent engaged in Stormwater Technician duties. The Apprenticeship Program will have a probationary period of six (6) months during which the apprenticeship shall be terminated by the Public Works Manager or at the request of the Union in writing, and no reason is necessary. After the probationary period, the apprenticeship may be terminated by mutual agreement of the parties, or by the Public Works director for good and sufficient reason.
5. Time served in the apprenticeship program shall be recognized as classification seniority in the Public Works Maintenance Worker position. If a participant is hired into the position of Stormwater Field Technician upon completion of the apprenticeship program, seniority in the classification of Stormwater Technician shall include time from the original start date of the Apprenticeship Program to the date of completion of the program.
6. The City will use its best efforts to ensure that an employee who completes the Apprenticeship Program is placed in the position of Stormwater Technician. (The City is under no obligation to place an apprentice after completion if no positions are vacant.)

Employees not selected for the Apprenticeship Program may be assigned to perform Stormwater Technician duties as needed and paid pursuant to Article 11 - Working Out of Classification pay.

#### **ARTICLE 39 – DURATION**

This Agreement shall be in effect from January 1, 2022 through December 31, 2024 and from year to year thereafter, unless either party shall serve written notice at least sixty (60) days prior to the termination or anniversary thereof to change or cancel the Agreement.



CITY OF PACIFIC, WASHINGTON



LEANNE GUIER  
Mayor

6/29/22  
Date

TEAMSTERS LOCAL UNION  
NO. 117, IBT



JOHN SCEARCY  
Secretary-Treasurer

6.16.22  
Date

**APPENDIX A  
To The  
AGREEMENT  
By and Between  
CITY OF PACIFIC, WASHINGTON  
And  
REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES  
TEAMSTERS LOCAL UNION NO.117**

---

A.1 Employees shall be placed into the master pay schedule in the range set forth below. New employees shall generally be placed in the trial period starting step, STEP A. Employees shall be eligible, based on a satisfactory performance evaluation, for an increase to the next step in the master pay schedule after completing the required months in the pay steps. The Employer may choose to place new employees in a beginning wage step higher than step 1, depending on experience and qualifications. These employees shall be subject to the same six (6) month initial probationary period, but shall only be eligible for a step increase until after completing twelve (12) months of continuous employment and receiving a satisfactory performance evaluation:

<b><u>CLASSIFICATION</u></b>	<b><u>NEW RANGE</u></b>
Activity Coordinator/Van Driver	3
Administrative Assistant	10
Associate Planner	18
Building Inspector	18
Community Services Assistant	4
Evidence Technician/Police Specialist	14
Facilities Maintenance Worker	6
Finance Tech I	10
Finance Tech II	15
Finance Tech III	17
Finance Tech Lead	18*
Maintenance Worker I	10
Maintenance Worker II	14
Maintenance Worker III	16
Office Assistant	5
Parks Maintenance / Wetlands Specialist	12
Permit Tech	15
Police Records Coordinator	18*

Police Services Specialist II	10
Public Works/Community Development Administrative Assistant/Court Clerk	12
Public Works Lead	18*
Senior Center Lead	8
Social Media/Special Events Coordinator	6
Stormwater Technician	16
Utility Billing Assistant	3
Utility Billing Clerk	8
Utility Billing Clerk - Senior	15
Public Works Program Coordinator	18*
Youth Center Lead	8

\*Range to be increased from 18 to 19 effective 1/1/2024.

**NOTE:** Those employees that have been paid above the pay grade of their classification as listed herein, shall continue to be paid at the higher pay grade and receive increases in that grade, where appropriate, as their years of service provides.

A.1.1 Part-time employees shall receive the wage rates set forth below, pro-rated, based on the number of hours worked. The hourly rate of pay shall be determined by adding any premium pay to the wages set forth in the following master pay schedule and then dividing that amount by 173.3 hours.

A.1.2 In the event that a member of the bargaining unit covered under the Public Works and Clerical Employees Agreement receives an overpayment of wages, the City of Pacific agrees to follow the State procedure governing such a condition as provided for under RCW 49.48.210.

A.2 The following table reflects the January 1, 2022 master pay schedule, a four percent (4%) increase, which is based on the October 2021 CPI-W.

2022	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
RANGE	0-6 MO	7-12 MO	12-24 MO	25-36 MO	37-48 MO	49 MO+
%	4%	4%	4%	4%	4%	4%
1	\$ 3,297.20	\$ 3,396.13	\$ 3,498.01	\$ 3,602.95	\$ 3,711.04	\$ 3,822.37
2	\$ 3,396.12	\$ 3,498.01	\$ 3,602.95	\$ 3,711.04	\$ 3,822.37	\$ 3,937.04
3	\$ 3,498.00	\$ 3,602.95	\$ 3,711.03	\$ 3,822.37	\$ 3,937.04	\$ 4,055.15
4	\$ 3,602.94	\$ 3,711.04	\$ 3,822.36	\$ 3,937.04	\$ 4,055.15	\$ 4,176.81
5	\$ 3,711.03	\$ 3,822.37	\$ 3,937.04	\$ 4,055.15	\$ 4,176.80	\$ 4,302.11
6	\$ 3,822.36	\$ 3,937.04	\$ 4,055.15	\$ 4,176.81	\$ 4,302.11	\$ 4,431.18

7	\$ 3,937.03	\$ 4,055.16	\$ 4,176.80	\$ 4,302.11	\$ 4,431.17	\$ 4,564.11
8	\$ 4,055.14	\$ 4,176.81	\$ 4,302.11	\$ 4,431.17	\$ 4,564.11	\$ 4,701.04
9	\$ 4,176.79	\$ 4,302.11	\$ 4,431.17	\$ 4,564.11	\$ 4,701.03	\$ 4,842.07
10	\$ 4,302.10	\$ 4,431.18	\$ 4,564.10	\$ 4,701.03	\$ 4,842.06	\$ 4,987.33
11	\$ 4,431.16	\$ 4,564.11	\$ 4,701.03	\$ 4,842.06	\$ 4,987.32	\$ 5,136.95
12	\$ 4,564.10	\$ 4,701.04	\$ 4,842.06	\$ 4,987.32	\$ 5,136.94	\$ 5,291.06
13	\$ 4,701.02	\$ 4,842.07	\$ 4,987.32	\$ 5,136.94	\$ 5,291.05	\$ 5,449.79
14	\$ 4,842.05	\$ 4,987.33	\$ 5,136.94	\$ 5,291.05	\$ 5,449.78	\$ 5,613.28
15	\$ 4,987.31	\$ 5,136.95	\$ 5,291.05	\$ 5,449.78	\$ 5,613.27	\$ 5,781.68
16	\$ 5,136.93	\$ 5,291.06	\$ 5,449.78	\$ 5,613.28	\$ 5,781.67	\$ 5,955.13
17	\$ 5,291.04	\$ 5,449.79	\$ 5,613.27	\$ 5,781.68	\$ 5,955.12	\$ 6,133.79
18	\$ 5,449.77	\$ 5,613.28	\$ 5,781.67	\$ 5,955.13	\$ 6,133.78	\$ 6,317.80

Wage increases shall take effect at the beginning of each step. Example: once six (6) months is completed and the employee starts their seven (7) month the employee shall be moved to step B.

A.2.1 Effective January 1, 2024, the Employer will add a Range 19 to the above wage table. Range 19 will be paid at three percent (3%) higher than Range 18. Upon the creation of Range 19, the following positions will be moved to Range 19:

- Finance Tech Lead
- Public Works Lead
- Public Works Coordinator
- Police Record Coordinator

## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:**

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 you 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.**

---

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

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

## **TEAMSTERS 117 MEMBER FORMS**



**[www.teamsters117.org/member\\_forms](http://www.teamsters117.org/member_forms)**

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.