

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Teamsters Union**



And

CITY OF FIRCREST - PUBLIC WORKS

Term of Agreement

October 11, 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 FIRCREST – PUBLIC WORKS

| <u>ARTICLE</u> | <u>PAGE</u> | <u>ARTICLE NO.</u> |
|--|-------------|--------------------|
| Additional Leave----- | 14 | 13 |
| Benefits ----- | 14 | 14 |
| Clothing and Equipment ----- | 5 | 5 |
| Complete Agreement ----- | 17 | 17 |
| Discipline ----- | 17 | 19 |
| Disclosure of Personnel File Information ----- | 19 | 20 |
| Grievance Procedure ----- | 7 | 8 |
| Holidays/Sick Leave ----- | 10 | 11 |
| Hours of Work ----- | 12 | 12 |
| Job Security ----- | 17 | 18 |
| Labor/Management Committee ----- | 6 | 6 |
| Management Rights ----- | 4 | 3 |
| Saving Clause ----- | 17 | 16 |
| Selection of Personnel ----- | 10 | 10 |
| Strikes and Lockouts ----- | 5 | 4 |
| Temporary Vacancies ----- | 9 | 9 |
| Terms of Agreement ----- | 2 | 1 |
| Union Recognition ----- | 3 | 2 |
| Vacations ----- | 6 | 7 |
| Wage Scales ----- | 15 | 15 |
| Wage Table, Appendix "A" ----- | 20 | |

ARTICLE 1 - TERMS OF AGREEMENT

1.1 Date and Parties. This Agreement for reference purposes only, is dated the 11th day of October 2022 and is entered into by and between the City of Fircrest, a municipal corporation under the laws of the State of Washington and hereinafter referred to as the "Employer", and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union.

1.2 Term. This Agreement shall be effective on October 11, 2022 and shall continue in full force and effect until December 31, 2024. It is the intent of the parties to this Agreement that negotiations for a successor agreement shall commence no later than six (6) months prior to the termination of the Agreement.

1.3 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time nonsupervisory public works employees, including but not limited to the Utility Service Person II, Maintenance Worker I, Maintenance Worker II, Maintenance Lead, Working Utility Foreman, and Utility Billing Clerk job classes employed by the City of Fircrest, for the purposes of bargaining with respect to wages, hours, and working conditions and for the resolution of disputes. The term "Employee" shall mean a member of the Bargaining Unit covered by this Agreement.

1.4 Release Time for Union Business. Upon request by the Union, with reasonable notice relative to the duration of the requested leave period, the Employer will reasonably approve granting of a Leave of Absence without pay, unless it interferes or impacts the City's operations, for the period covered by this Agreement, without loss of continued accrual of seniority and aggregate company service or tenure status for all purposes, to an Employee who is a member of the Union in good standing and whom the Union may desire to have engage in the business of the Union.

1.5 Cost of Certifications. If an Employee is required to have special certification or licenses in order to be able to perform the Employee's job duties then the Employee is responsible for obtaining the initial certifications or licenses at the Employee's expense, as a condition of continued employment. The City will pay the cost of maintaining the certification or license. Provided, the Employer will pay for the physical examination and additional licensing expense required for continued certification for a Commercial Driver's License (CDL) if a CDL is required by the Employer. This includes the physical examination either paid directly to the City-approved vendor for this purpose or in a reimbursement to the Employee when the Employee chooses to use another physician. The reimbursement amount paid for the CDL physical examination will not exceed the amount the City pays to the City-approved vendor for this purpose. Provided further, if an Employee is requested by the Employer to obtain an additional certification or license that is not required by the Employee's job description, then the Employer shall pay the cost of acquiring and maintaining the certification or license.

ARTICLE 2 - UNION RECOGNITION

2.1 Union Membership. All Employees working in the bargaining unit shall have the right to become a member of the Union. Union membership is the choice of the Employee. The Employer will furnish the Employees appointed into bargaining unit positions membership materials supplied by the Union. Should the City take receipt of any signed membership forms, such forms will be forwarded to the Union as soon as practicable, but in no case later than one (1) payroll cycle following the Employee's submission of a signed membership form to the City.

2.2 Dues Deductions. Upon receiving notice of an employee's authorization from the Union, the City will deduct from each employee's paycheck once each pay period uniform regular monthly dues and applicable application fees. Such dues and fees shall be forwarded to the Union at the address provided. An employee may revoke authorization for payroll deduction of dues, in accordance with the terms and conditions of their membership authorization, by written notice to the Union. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective no later than the second payroll after receipt of the notice from the Union. The formula for calculating Union dues shall be uniform in nature for each employee in order to ease the City's burden of administering this provision. The actual dues amount shall either be a flat rate for all employees, or an amount based upon the hourly rate of each employee. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last payroll.

2.3 Indemnity. The Union and Employee shall indemnify and save the Employer harmless against any and all claims, whether or not legal action is commenced, including all legal fees associated therewith, arising directly or indirectly from the Employer's actions pursuant to this Article.

2.4 Protection. The City and the Union recognize and will not interfere with the right of Employees to choose to become or not become members of the Union and agrees there shall be no discrimination, interference, restraint, or coercion by the City against any Employee because of their membership in the Union or for in good faith giving evidence or making a complaint with respect to an alleged violation of any provision of this Agreement. Provided, any alleged violation of this Section shall be processed utilizing steps 1 and 2 of the grievance procedure set forth in this Agreement prior to seeking relief through other statutory agencies or the court system.

2.5 New Hire Orientation. The Union through a Shop Steward or Union Representative shall have up to thirty (30) minutes during the employee's first ninety (90) days of employment to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. Employee attendance at the union meeting is voluntary.

2.6 Union Access. The Employer will permit a duly authorized representative of the Union to have access to the Employer's premises during working hours for the

purpose of adjusting grievances, subject to security regulations; provided that such representative does not unreasonably interfere with the Employer's operations.

2.7 Democratic Republican Independent Voter Education ("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 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 City shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington D.C. 20001

The City will send, on a monthly basis, one (1) check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of any applicable law. No deductions shall be made which are prohibited by applicable law.

The Teamsters acknowledge that any contribution made by an employee to D.R.I.V.E. shall be strictly voluntarily on the part of the employee. The Teamsters shall not pressure or otherwise coerce any employee to contribute to D.R.I.V.E.

2.8 Bulletin Boards. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a nonpolitical, non-inflammatory nature, and not defamatory toward the Employer, its elected officials, or other personnel. The Teamsters will remove all dated material. All costs incident to preparing and posting the Teamsters material will be borne by the Teamsters and the Teamsters will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Subject to the terms and conditions of this Agreement, all of Management's inherent rights, powers, authority, and functions, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any non-bargaining unit work so long as it does not result in a layoff of current employees; the right to make and enforce reasonable work rules and standards of performance; the right to fix standards of quality and quantity of work, the right to control the scheduling and

recording thereof; the right to determine the number of Employees and the direction of the working forces; and the right to hire, select, train, discipline for cause (including the right to suspend and/or discharge), assign, promote, retire, and transfer its Employees, and the right to prohibit tobacco use in any form during working hours or on City property or within City equipment.

3.2 Restriction on Grievance Procedure. Management rights are not subject to the grievance procedure unless such rights are expressly limited by other provisions of this Agreement.

3.3 Health Standards. The Employer has the right to set and maintain physical and mental standards for its Employees and may require examinations. The Employer will pay the Employee for the time required for examinations at the regular rate of pay. The Employer may designate the licensed physician who shall be responsible for conducting any required examinations at Employer expense. The Employee may seek an examination (second opinion) by the Employee's own licensed physician at Employee's expense. However, in the event of any disagreement between the two physician's opinions, the Employee shall be reexamined by a licensed physician mutually selected by the Employer's and Employee's examining physician at no cost to the Employee.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 Efficient and Uninterrupted Performance. The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. The Teamsters and the City agree that during the life of this Agreement the Teamsters will not cause, encourage, or participate in any strike (including strike picketing), slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Teamsters as prescribed in RCW 41.06.250. The Union shall take reasonable steps to avoid or eliminate any conduct contrary to this provision. So long as the Union and Employees are complying with the terms of this provision the Employer agrees that there will not be a lockout during the life of this agreement.

4.2 Violation. No individual shall receive any portion of their salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article. Any individual employee striking or refusing to work may be subject to termination.

ARTICLE 5 - CLOTHING AND EQUIPMENT

5.1 Tools. The Employer shall provide such tools as are necessary, in the Employer's opinion, subject to applicable safety regulations, to allow the Employees to perform the required work adequately and safely. Employees shall use reasonable care when assigned tools belonging to the Employer.

5.2 Clothing and Boots.

5.2.1 The Employer shall furnish "Carhartt" type overalls, leather gauntlet gloves, rain gear, hip boots, rubber boots, and rubber face gloves. It is the Employer's sole discretion to determine the type, brand and quality of the equipment supplied. The City shall replace or repair the clothing listed in this subsection on an as needed basis as determined by the Public Works Director.

5.2.2 If the City requires a uniform, then it shall provide each Employee five (5) sets for each Employee, upon the date of hire. The Employee may receive up to two (2) new uniforms per year to replace worn out or damaged uniform clothing as determined by the Public Works Director. The Employees are required to wear a safety type utility boot. The Employer shall provide one pair of safety utility boots for all Employees upon the completion of the probationary period. The City shall replace or repair the boots on an as needed basis, as determined by the Public Works Director. If the boots have been improperly maintained or misused, then the Employee shall be responsible for their repair or replacement.

5.2.3 Employer provided clothing and boots shall only be used for City work.

ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

6.1 Membership. A Labor-Management Committee composed of not more than two (2) Employees, the Union Business Representative, and up to three (3) employer representatives shall be established. The respective choice of each party shall be recognized; however, each party shall notify the other party of change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

6.2 Purpose. The Labor-Management Committee is intended to foster a relationship of mutual respect, open communications, responsible issue resolution and to discuss items of mutual concern. It is not intended to replace the dispute resolution process in the City's Human Resource Department.

6.3 Process. The Labor-Management Committee shall establish its own rules of procedures and shall meet whenever either the City or the Union requests a meeting. At the City's option, meetings shall either be scheduled during or after the normally scheduled workday. If the City elects to hold the meeting during the workday, Employee participants shall be on paid status, not subject or counted toward an employee's overtime pay.

ARTICLE 7 - VACATIONS

7.1 Scheduling. Scheduling is a management right, but the Employer shall attempt to reasonably accommodate the desires of personnel. Only one (1) Employee

may be absent from each department at one (1) time for vacation purpose or for the taking of unpaid time off unless otherwise agreed by the Employer.

7.2 Requests. Vacation requests should be submitted to the Employer as early in the calendar year as possible, but no later than April 1 of each year. Requests received after April 1 shall be allowed if work schedules and operations permit.

7.3 Accrual.

7.3.1 An Employee may accumulate up to two hundred forty (240) hours of vacation leave. Vacation earned in excess of said maximum shall be used by the end of the following pay period or forfeited unless the Employee and Employer agree otherwise in writing.

7.3.2 Vacation time shall be earned from the date of hire but may not be taken until the completion of the probationary period. Vacation leave shall be prorated and accrued at the end of each payroll period. Regular part-time Employees shall earn vacation on a prorated basis based on the number of scheduled work hours in the year.

7.4 Vacation Allowance. Employees shall receive vacation in accordance with the following schedule:

| Continuous Service | Vacation Allowance |
|--------------------|--------------------|
| 0 - 2 years | 88 hours |
| 3 years | 96 hours |
| 4 years | 104 hours |
| 5 years | 112 hours |
| 6 years | 120 hours |
| 7 years | 128 hours |
| 8 years | 136 hours |
| 9 years | 144 hours |
| 10 years | 152 hours |
| 11 - 14 years | 160 hours |
| 15 - 19 years | 176 hours |
| 20 years or over | 184 hours |

7.5 Termination of Employment. Upon termination of employment for any reason, the Employee shall receive additional compensation at the base wage rate for all accrued vacation, unless the vacation has been forfeited pursuant to paragraph 7.3.1 above. Employees dismissed during their probationary period will not receive additional compensation at the base wage rate for all accrued vacation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Defined. A grievance is any complaint by the Union, arising from the interpretation or application of this Agreement. It is the intent of the parties that all

grievances be resolved at the lowest possible level and the Employer, and the Union are encouraged to reach informal resolution of all grievances as quickly as possible before implementing the formal grievance procedure set forth in this Article.

8.2 Time Limits. Time limits referred to in this Article must be strictly adhered to unless mutually waived in writing by the Employer and the Union. Any deadline falling on a Saturday, Sunday, or observed holiday shall be extended to the following day. The failure of the Union to timely process the grievance pursuant to these time limits shall be deemed a waiver of the right to proceed with the grievance and conclusive proof that grievance has been resolved to the satisfaction of the grieving party. The failure of the City to timely respond to and/or process a grievance shall advance the grievance to the next grievance step, as provided in this Article.

8.3 Grievance Activities on Employee Time. All grievance activities shall be on the Employee's own time. The Employee shall not be paid for participating in the preparation of a grievance or in processing a grievance through the grievance procedure. Provided, however, the Employee shall be paid if any hearing or presentation is scheduled by the Employer during the Employee's normal work shift.

8.4 Content of Grievance. A grievance shall be in writing and contain the following information, to the extent known at the time of filing:

- a. The Employee's name;
- b. The date the event causing the grievance occurred;
- c. An explanation of the event which caused the grievance;
- d. The identification of witnesses, if any, that were present at the time the action causing the grievance occurred;
- e. The specific section of the Collective Bargaining Agreement which is alleged to have been violated;
- f. Specific remedy requested; and
- g. The Employee's signature or Union representative's signature if the Union is the grieving party.

8.5 Step 1 - Public Works Director. The Union shall submit a written grievance to the Public Works Director or designee within ten (10) calendar days of the occurrence which gave rise to the grievance or when the Union should have reasonably had first knowledge of the grievance. Response from the Public Works Director or designee shall be made in writing and delivered to the Union within ten (10) calendar days of the receipt of the original grievance.

8.6 Step 2 - City Manager. If the grievance is not resolved at Step 1, then the Union shall submit the written grievance to the City Manager or designee within ten (10) calendar days of receiving a response from the date the grievance was filed with the Public Works Director or designee. Response from the City Manager or designee shall be made in writing and delivered to the Union within ten (10) calendar days from the date the City Manager or designee received the Step 2 grievance.

8.7 Step 3 - P.E.R.C. If the grievance is not resolved at Step 2, then the Union may submit the written grievance to the Washington P.E.R.C for mediation, or otherwise proceed to Step 4, within twenty (20) calendar days from the date of receiving the decision at Step 2. After engaging in good faith efforts to resolve the grievance through mediation, either party may declare a deadlock in writing to the other party.

8.8 Step 4 – Arbitration. Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Within twenty (20) calendar days from the date that a deadlock is declared by both Parties at Step 3 or following the City Manager or designee's response at Step 2 if the parties do not mediate, the Union shall submit to the City its written demand for arbitration. All parties agree to use binding arbitration by selecting an arbitrator through the Washington Public Employment Relations Commission panel of arbitrators.

8.8.1 The arbitrator's decision shall be final and binding, subject to the limitations on the arbitrator's authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement.

8.8.2 The parties shall equally split the arbitrator's fees and costs. All other fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees or for the expenses of witnesses called by the other party.

ARTICLE 9 - TEMPORARY VACANCIES

9.1 New Hire Probation. All new Employees shall serve a probationary period of six (6) months. The probationary period may be extended upon agreement of the Employee, the Union, and the Employer. Article 19.1.2 (Discipline for Cause) shall not apply to probationary Employees. Discipline and discharge of a probationary Employee is not subject to the grievance procedure.

9.2 Layoff and Recall. In the event of economic layoff, within each classification the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. This procedure to be followed for a period of one (1) year following the date of layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from their receipt of the notice to advise the City in writing (email shall suffice), that they intend to accept the offer of rehire. They shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days later; provided, however, the City shall have no obligation to rehire said laid-off employee if they are no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-

probationary employee within the position, or does not provide the City with their current address and the Notice of Intent to Hire is returned unopened, or they fail to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

ARTICLE 10 - SELECTION OF PERSONNEL

10.1 Probationary Period. An Employee does not acquire seniority until after the completion of the probationary period. When an Employee has completed the probationary period seniority shall date from the date of hire.

10.2 Seniority List. Attached hereto as Attachment 1 are the dates of hire and length of continuous service for each Employee. Each person hired during the term of this Agreement shall be added to the seniority list.

10.3 Break in Seniority. Seniority shall be broken only by discharge for cause, voluntary resignation or layoff exceeding twelve (12) months.

10.4 Promotions. Employees refusing promotions shall not be denied consideration for future promotions because of such refusal.

ARTICLE 11 - HOLIDAYS/SICK LEAVE

11.1 Holidays Observed. The following days shall be observed as paid holidays:

| | |
|-----------------------------------|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Friday Following Thanksgiving Day | 4 th Friday in November |
| Christmas Day | December 25 |

11.2 Floating Holiday. Each Employee shall be entitled to eight (8) hours floating holiday time. The Employee and Employer shall agree in advance as to the date(s) the floating holiday will be observed. That date(s) shall not be modified without the mutual consent of Employee and Employer. Provided, floating holiday time must be taken in the year it is accrued or it is forfeited.

11.3 Date Holiday Observed. Holidays shall be observed on the date set forth in section 11.1 above. If a holiday falls on a Saturday it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. An employee working on the holiday's recognized and observed dates shall receive holiday

pay, pursuant to Article 15.3.4 (Work on Holiday), only on the recognized holiday. For example, if Christmas Day falls on Saturday, an employee working on the preceding Friday (observed date) and Saturday will only receive holiday pay for Saturday (recognized date).

11.4 Condition of Payment. An Employee is not entitled to receive compensation for a holiday unless the Employee is in a paid status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless this provision is waived in writing by the City Manager or designee. Regular part-time Employees will be paid on a pro-rated basis based on the average number of hours worked. A regular part-time Employee is not entitled to compensation for a holiday listed in paragraph 11.1 unless the day it is observed falls on the Employee's regularly scheduled workday.

11.5 Probationary Period Sick Leave. Sick leave shall accrue from the date of initial employment.

11.6 Accrual Rate. Full-time Employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service. Regular part-time Employees shall earn sick leave on a prorated basis based on the number of scheduled work hours in the year. All sick leave shall be prorated and accrued at the end of each payroll period. Sick leave so granted and not used shall accrue to the credit of each such Employee, up to a maximum of nineteen hundred forty hours (1940 hours).

11.7 Cancellation Upon Termination of Employment. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Employer and is thereafter reemployed within one (1) year of the date of termination the Employee's accrued sick leave shall be reinstated.

11.8 Use of Sick Leave for Non-Illness Purposes. An Employee may utilize sick leave for any purpose provided for under applicable law.

11.9 Notice and Certification. Employees shall provide as much notice as reasonably practicable under the circumstances. A Doctor's certificate may be required when an Employee is absent for a period in excess of three (3) days.

11.10 Worker's Compensation.

11.10.1 Supplementary Benefits. The Employer will provide Washington State Worker's Compensation or equivalent to Employees. Any Employee who is collecting Worker's Compensation temporary disability benefits as a result of an on-the-job injury or illness may opt to receive sick leave and or vacation benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the Employee's regular rate of pay during the period of temporary disability; provided,

however, such supplementary benefits shall not be paid in excess of such accruals credited to the Employee.

11.10.2 Reimbursement. Once the Employee receives Workers Compensation payments, the Employee may reimburse the City for supplementary sick leave and/or vacation benefits representing the amount of workers compensation benefits received. Such reimbursement shall cause reinstatement of hours to Employee's sick leave and/or vacation accrual balances.

11.11 Catastrophic Sick Leave Sharing.

Sick Leave sharing shall be administered in accordance with the City of Fircrest Personnel Policies and Procedures Manual Chapter 8.5 Sick Leave Sharing.

ARTICLE 12 - HOURS OF WORK

12.1 Work Week. The work week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. Changes in the shift schedule will generally be given two (2) weeks in advance, absent emergency circumstances. Provided, if the City decides to implement a scheduled swing or graveyard shift it shall be subject to further negotiation.

12.2 Overtime. Overtime is defined as hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter hour. "Hours worked" for purposes of this article shall include paid holidays, vacation hours, and sick leave hours off, but shall not include hours off work because of disciplinary suspension or hours worked due to a voluntary trade initiated by the Employees.

12.3 Meal Periods and Breaks.

12.3.1 Meal periods shall be thirty (30) minutes with no pay. The meal period during a scheduled shift shall occur no sooner than two (2) hours nor later than five (5) hours after the beginning of the shift.

12.3.2 The Employee shall receive one (1) paid fifteen (15) minute break for each four (4) hours worked. Provided the break shall occur at a mutually convenient time within such four (4) hour period.

12.4 Required Overtime. Scheduling of overtime is an exclusive management right and the Employee shall consider overtime assignments as a condition of employment. Mandatory overtime shall first be offered on a voluntary basis, in order of seniority. Then, if no or not enough Employees volunteer, remaining mandatory overtime shifts shall be assigned in order of reverse seniority.

12.5 Emergency Call Outs.

12.5.1 Emergency call outs shall be a minimum of two (2) hours, regardless of the number of hours worked; provided however, an emergency call out on an observed holiday shall be a minimum of four (4) hours.

12.5.2 An Employee shall be paid overtime for an emergency call out prior to the Employee's regularly scheduled shift for all hours worked until the commencement of the Employee's regular shift. The scheduled shift shall then be worked at the straight time rate of pay unless it would qualify as overtime under the provisions of paragraph 12.2, in which case it would be paid at the overtime rate.

12.5.3 Meals will be paid for pursuant to the terms of the City policy in effect at the time the meals are taken.

12.6 On Call Status and On Call Pay.

12.6.1 A Utility Service Person shall be assigned to on-call status on a weekly basis from the start of the employee's regular shift on Monday through the following Monday at the start of the employee's shift. The on-call employee must answer and respond to calls from the City-assigned phone. The on-call employee shall receive on-call pay of three hundred and seventy-five dollars (\$375) for the week they are on-call. If a City-observed holiday occurs during the on-call week, the employee shall receive an additional seventy-five dollars (\$75) of on-call pay (per holiday).

12.6.2 When an Employee is called at home to perform City business, in addition to receiving the applicable on-call allowance, the Employee shall be compensated for one (1) hour at the Employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call. During the call status, the Employee will maintain a phone log to be submitted to the Employer along with the overtime request form and current time sheet. If the Employee responds to City headquarters or the worksite as a result of the call at home, then the normal overtime compensation process shall apply, including the two (2) hour minimum for emergency call outs. While utility billing personnel are not routinely placed on on-call status, such employees shall receive the overtime compensation set forth herein for off-hours work, including but not limited to responding to water shut-off calls (i.e. any situation where a customer has no water).

12.7 Pursuant to General Provision 1.04.020, normal office hours for the public works facility will be 8:00am to 4:30pm, Monday through Friday, except between the first Monday in May to the last Friday in September, during which time the normal office hours will be 7:00am to 3:30pm. Alternative Work Schedules such as 9/80's will be considered, subject to mutual agreement and a determination that the alternative schedule will not unduly burden staffing levels or interfere with the ability to maintain normal office hours.

ARTICLE 13 - ADDITIONAL LEAVE

13.1 Bereavement Leave. If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be entitled up to twenty-four (24) hours of paid bereavement leave to use within six (6) months of the death. Immediate family shall be defined as a wife, husband, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), son, daughter, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, stepparents, stepchildren, grandchildren, and persons for whom the employee is the legal guardian.

13.2 Washington Paid Family and Medical Leave. The Employer and employee are responsible for their respective contribution shares to the Washington Paid Family and Medical Leave premiums pursuant to Chapter 50A.10 RCW.

Employees may use sick leave *[vacation leave or other forms of PTO can also be included]* to supplement wages while using paid family medical leave.

ARTICLE 14 - BENEFITS

14.1 Medical Insurance. The Employer agrees to provide medical insurance coverage for full-time Employees and their dependents. Coverage shall be through the Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst) or Group Health Cooperative Medical Plans. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.2 Dental Insurance. The Employer agrees to provide dental insurance coverage for full-time Employees and their dependents (as defined by AWC Dental Plan F). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust/Washington Dental Service Dental Care Plan. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.3 Vision Insurance. The Employer agrees to provide vision insurance coverage for full-time Employees and their dependents (as defined by AWC Vision Service Plan (VSP)). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.4 Life Insurance. The Employer shall provide term life insurance for each full-time Employee in the sum of one (1) times the annual salary plus the dollar value of the accrued sick leave as of January 1 each year, rounded to the nearest \$1,000.00. The

Employer may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.

14.5 Life Insurance Cost. The Employer shall pay the premium cost for the above-referenced life insurance.

14.6 Medical Insurance Cost. The Employer shall pay ninety percent (90%) and the Employee shall pay ten percent (10%) of the health care premiums for the term of this contract. The Employee contributions shall be made by payroll deduction. The Employer has established a Section 106 Plan for the benefit of enrolled employees. If the Employer increases its contribution to the health care premium for non-union employees, then the percentage paid by the Employer shall be increased to the higher contribution rate.

14.7 Dental Insurance Cost. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article 14.2.

14.8 Vision Insurance Cost. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article 14.3.

ARTICLE 15 - WAGE SCALES

15.1 Base Wage. Effective upon ratification by both parties, all classifications shall receive a general wage increase of six-point three percent (6.3%) as compared to the wage rates effective on December 31, 2021, except for the Custodian and Utility Billing Assistant. In addition to the general wage increase described herein, the Maintenance Lead shall receive a five-point two percent (5.2%) market adjustment to the base wages, effective upon ratification by both parties. Beginning January 1, 2023 and continuing through the expiration of this Agreement, bargaining unit employees will receive any general wage or cost of living adjustment to base wages provided to all non-represented employees. The 2022 Wage Table appears in Appendix A.

15.2 Ratification Bonus. Bargaining unit employees shall receive the ratification bonus as indicated on the MOU between the parties, dated as of October 11, 2022; provided however, said employees must be employed as of the date of ratification by both parties. The lump sum payment is subject to payroll withholdings and deductions and is to be paid within thirty (30) calendar days of ratification by the parties.

15.3 Additional Compensation.

15.3.1 Out of Classification Work. If the Employee is assigned by the Employer to perform work within the bargaining unit in a higher classification for more than two (2) consecutive scheduled work shifts, then the Employee shall receive the pay of the higher classification for all time worked in the higher classification. If the Employee is assigned by the Employer to perform work in a higher classification outside of the bargaining unit for more than two (2) consecutive scheduled work shifts, then the Employee shall receive one hundred and five percent (105%) times their base rate of pay.

15.3.2 Work at Altitude. Employees required to work seventy-five (75) feet above ground or higher shall be compensated for actual time worked at two times their base wage rate set forth in paragraph 15.1 above.

15.3.3 Set-Up Required by Law.

(a) For all departments, if state law or regulation requires that a foreman be present on the job site and no foreman is present, then the Public Works Director shall designate a qualified Employee to assume the duty of foreman and the Employee shall be paid the foreman's base wage rate, or five percent (5%) more than the Employee's base wage rate, whichever is greater, during the period that the Employee has assumed the foreman's duties.

(b) After concurrence with the Public Works Director, if the Working Utility Foreman decides that a lead worker/person-in-charge is required to be present at a job site for a reported two (2) hours or more, a qualified Employee will be assigned to assume the duty of lead worker/person-in-charge and the Employee shall be paid one hundred and three percent (103%) of the Employee's base wage rate during the period of time the Employee has assumed the responsibilities of a lead worker/person-in-charge.

15.3.4 Work on Holiday. An Employee required to work on a holiday as defined in Article XI shall be paid two times the Employee's base hourly wage rate for all hours worked. Provided, however, this shall not apply to the Employee's floating holiday where the Employee, with the consent of the Employer, chooses to work on the Employee's floating holiday and substitute a different day for the floating holiday.

15.3.5 Live Wire Work. Employees who perform live current street light work (not including bulb and photo cell replacement, shall receive one hundred and three percent (103%) of the Employee's base wage with a two (2) hour minimum guarantee.

15.3.5.1 Premium pay will be paid to no more than two (2) crewmembers when both are working directly with or in close proximity to live circuits or are performing the duty of safety watch. Premium pay will not be paid to those employees providing assistance or support, as they are not working directly with or in close proximity to live circuits. Delivering supplies, driving a dump truck, bringing materials, and flagging traffic are examples of tasks not considered to be live wire work.

15.3.5.2 Bulbs and photocells are exempt from premium pay, as are the installation of holiday decorations and banners. Bucket truck work only qualifies for premium pay when live wire work is involved, such as changing out a street light fixture in the air or other electric work where the circuits cannot be de-energized.

15.3.5.3 Pumps/motors generally do not qualify as live wire work, as a switch is used to isolate the power supply for most repairs and maintenance. Only in the rare case where work needs to be performed without the power supply being interrupted will premium pay apply, and then only to those employees (maximum of two (2) crewmembers) in direct contact with or in close proximity to a live circuit or performing the duties of safety watch. Motor maintenance/repair work requiring live wire work may, at the discretion of the City, be performed by outside vendors.

15.3.5.4 The City will provide electrical safety training to all employees performing such work and will strive to make such work available to as many qualified employees as possible.

15.4 Payday. Employee paydays shall be bi-weekly.

ARTICLE 16 - SAVING CLAUSE

16.1 Saving Clause. Should any provision of this Collective Bargaining Agreement be unenforceable by any reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, it shall not invalidate the remaining provisions of the Collective Bargaining Agreement. The remaining provisions shall remain in full force and effect. The parties agree to immediately renegotiate this Agreement to take into consideration the effect of the Court or legislative action on the remaining provisions of the Collective Bargaining Agreement.

ARTICLE 17 - COMPLETE AGREEMENT

17.1 This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to wages, hours, and other terms and conditions of employment, and have settled them for the duration of this Agreement. This Agreement supersedes any contrary or inconsistent prior understandings, work rules, personnel policies, or past practices which were in existence before this Agreement.

ARTICLE 18 - JOB SECURITY

18.1 Employee Job Security. If the Employer determines that it would be in its best interest to cease providing any or all of the public utility services performed by Employees and either contract for services or sell or otherwise dispose of the utility to another utility provider, then the Employer shall negotiate in good faith to have the employment of all affected Employees transferred to the new utility service provider.

ARTICLE 19 - DISCIPLINE

19.1 Discipline Process.

19.1.2 Discipline for Cause. Employees may be disciplined or discharged for just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions, and discharges. Probationary employees are not entitled to utilize the grievance procedure in the event of discipline or discharge.

19.1.3 Representation. An employee may request Union representation when questioned about facts that could reasonably lead to discipline. The right to Union representation shall not apply to counseling or other meetings that are non-disciplinary in nature.

19.1.4 Notice to Union. Copies of all documented discipline, including all written reprimands, suspensions, and discharges shall concurrently be forwarded to the Union upon issuance.

19.1.5 Pre-disciplinary Hearing. The Employer will hold a pre-disciplinary hearing before issuing a demotion, unpaid suspension, or termination of employment. At this hearing, the Employee will be given an opportunity to present their side of the issue.

19.1.6 Documentation. No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in their possession.

19.1.7 Paid Administrative Leave Prior to Final Disciplinary Action. The Employer may place an employee on paid administrative leave pending a pre-disciplinary investigation.

19.1.8 File Inspection. The Employee and the Employee's Union representative, with the Employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

19.1.9 Employee Comments on Written Discipline. No disciplinary document may be placed in the personnel file without the Employee having been notified of said document and given a copy, signed in acknowledgement of receipt. The Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a responsive statement in the personnel file. The Employer may file a response to the Employee's statement.

ARTICLE 20 - DISCLOSURE OF PERSONNEL FILE INFORMATION

20.1 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. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date, unless otherwise required by law.

CITY OF FIRCREST


COLLEEN CORCORAN
Interim City Manager

10/13/2022
Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT**


JOHN SCEARCY
Secretary-Treasurer

10-20-22
Date

ATTEST:


JAYNE WESTMAN
City Clerk

APPENDIX A WAGE TABLE

| | A | | | B | | | C | | | D | | | E | | | F | | |
|-------------------------------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|
| | Monthly | Hourly | Yearly | Monthly | Hourly | Yearly | Monthly | Hourly | Yearly | Monthly | Hourly | Yearly | Monthly | Hourly | Yearly | Monthly | Hourly | Yearly |
| Custodian | 3047 | 17.58 | 36559 | 3199 | 18.46 | 38388 | 3359 | 19.38 | 40308 | 3527 | 20.35 | 42324 | 3703 | 21.36 | 44436 | 3892 | 22.45 | 46704 |
| Maintenance Worker I | 4081 | 23.54 | 48970 | 4285 | 24.72 | 51420 | 4499 | 25.96 | 53988 | 4724 | 27.25 | 56688 | 4960 | 28.62 | 59520 | 5208 | 30.05 | 62496 |
| Administrative Assistant - PW | 4123 | 23.79 | 49481 | 4330 | 24.98 | 51960 | 4547 | 26.23 | 54564 | 4774 | 27.54 | 57288 | 5013 | 28.92 | 60156 | 5264 | 30.37 | 63168 |
| Maintenance Worker II | 4607 | 26.58 | 55285 | 4837 | 27.91 | 58044 | 5079 | 29.30 | 60948 | 5333 | 30.77 | 63996 | 5600 | 32.31 | 67200 | 5880 | 33.92 | 70560 |
| Utility Billing Clerk | 4310 | 24.87 | 51726 | 4526 | 26.11 | 54312 | 4752 | 27.42 | 57024 | 4990 | 28.79 | 59880 | 5240 | 30.23 | 62880 | 5502 | 31.74 | 66024 |
| Maintenance Lead | 5698 | 32.87 | 68371 | 5982 | 34.51 | 71790 | 6282 | 36.24 | 75379 | 6596 | 38.05 | 79148 | 6925 | 39.95 | 83106 | 7272 | 41.95 | 87261 |
| Working Utility Foreman | 6515 | 37.59 | 78182 | 6841 | 39.47 | 82092 | 7183 | 41.44 | 86196 | 7542 | 43.51 | 90504 | 7919 | 45.69 | 95028 | 8315 | 47.97 | 99780 |
| Utility Service Person II | 5144 | 29.68 | 61726 | 5401 | 31.16 | 64812 | 5671 | 32.72 | 68052 | 5955 | 34.36 | 71460 | 6253 | 36.08 | 75036 | 6566 | 37.88 | 78792 |
| Utility Service Person I | 4285 | 24.72 | 51419 | 4498 | 25.95 | 53976 | 4723 | 27.25 | 56676 | 4959 | 28.61 | 59508 | 5207 | 30.04 | 62484 | 5466 | 31.53 | 65592 |

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF FIRCREST
("City" or "Employer")

AND

TEAMSTERS LOCAL UNION NO. 117
("Union")

This Memorandum of Understanding ("MOU") is entered into by and between the City of Fircrest ("Employer") and Teamsters Local Union No. 117 ("Union"), collectively the "parties."

On January 4, 2022, the Washington Public Employment Relations Commission certified the Union as the exclusive bargaining representative for certain Public Works employees. *See City of Fircrest*, Decision 13456 (PECB, 2022). The parties have reached a tentative agreement ("Tentative Agreement") for their 2022-2024 Collective Bargaining Agreement, which is presently subject to ratification. The City wishes to incentivize employees to ratify the Tentative Agreement.

During the course of negotiations over the CBA, the parties mutually agreed that, following ratification and in accordance with the terms herein, certain bargaining unit employees shall receive a ratification bonus.

Accordingly, the parties mutually agree as follows:

1. **Payment.** If both parties ratify the Tentative Agreement, the following employees will receive a one-time, lump-sum ratification bonus payment ("Payment"), as provided herein. Consistent with Article 15.2 of the CBA, the bargaining unit employees listed in the table below shall receive the indicated Payment; provided however, said employees must be employed as of the date of ratification by both parties. The lump sum payment is subject to payroll withholdings and deductions and is to be paid within thirty (30) calendar days of ratification by the parties.

| Employee | Ratification Bonus |
|-----------------|--------------------|
| Matthew Zych | \$1,200 |
| Martin Chick | \$1,200 |
| Bryce Wakefield | \$3,600 |
| Vicky Walston | \$3,600 |
| Jeff Davis | \$3,600 |
| Jim Marzano | \$3,600 |
| Russ Parsons | \$3,600 |
| Tim Piercy | \$3,600 |
| Salvador Marez | \$1,200 |

2. Miscellaneous. This MOU, together with Article 15.2 of the CBA, represents the entire agreement between the parties concerning the subject matter herein. If any of the provisions of this MOU are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. The provisions of this MOU will not be construed against either party.
3. Effective Date. This MOU is effective upon full execution.

IN WITNESS WHEREOF, the parties have executed this MOU as their free and voluntary act on the date set forth below.

Signed this 12 day of October 2022:

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117


Colleen Corcoran, Interim City Manager


John Searcy, Secretary Treasurer

ATTEST:


Jayne Westman, City Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF FIRCREST
("City" or "Employer")

AND

TEAMSTERS LOCAL UNION NO. 117
("Union")

This Memorandum of Understanding ("MOU") is entered into by and between the City of Fircrest ("Employer") and Teamsters Local Union No. 117 ("Union"), collectively the "parties."

On January 4, 2022, the Washington Public Employment Relations Commission certified the Union as the exclusive bargaining representative for certain Public Works employees. *See City of Fircrest*, Decision 13456 (PECB, 2022). The parties have reached a tentative agreement for their 2022-2024 Collective Bargaining Agreement (CBA), which is presently subject to ratification.

During the course of negotiations over the CBA, the parties mutually agreed to enter into this separate MOU concerning a process for conducting a desk audit and potential reclassification of Vicky Walston, who presently is classified as a Utility Billing Clerk.

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree, as follows:

1. Following the full execution of the CBA, the parties will jointly perform and complete a desk audit for the Utility Billing Clerk by March 31, 2023.
2. Based upon the findings, the parties will enter into negotiations over the proper classification and compensation for the position.
3. A wage adjustment may increase or decrease the current compensation for the position based on the desk audit results.
4. During the classification and compensation negotiations, the parties will consider the median of base wages of the following jurisdictions for similar position(s):
 - a. Buckley
 - b. DuPont
 - c. Edgewood
 - d. Gig Harbor
 - e. Milton
 - f. Orting
 - g. Steilacoom
 - h. Sumner
 - i. Yelm
 - j. Fircrest

5. Negotiations will cover any impacts to wages, including the effective date of any resulting wage adjustment.
6. Miscellaneous. This MOU represents the entire agreement between the parties concerning the subject matter herein. If any of the provisions of this MOU are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. The provisions of this MOU will not be construed against either party.
7. Effective Date. This MOU is effective upon full execution.

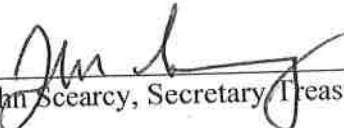
IN WITNESS WHEREOF, the parties have executed this MOU as their free and voluntary act on the date set forth below.

Signed this 12 day of October 2022:

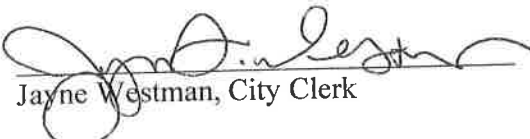
CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117


Colleen Corcoran, Interim City Manager


John Searcy, Secretary Treasurer

ATTEST:


Jayne Westman, City Clerk

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

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

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

If the Employer denies any or all of 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.

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

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

TEAMSTERS 117 MEMBER FORMS



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.