

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Teamsters Union**



And

**TOWN OF STEILACOOM
PUBLIC WORKS**

Term of Agreement

January 1, 2023 – December 31, 2025



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.

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PREAMBLE

The joint mission of the Town of Steilacoom, hereinafter referred to as the "Town", and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" is to prepare the organization, its employees, citizens, and elected and appointed officials for successful competition in the delivery of public services of the future.

The Union, the Town, and the employee will all promote improved service to the citizens of Steilacoom, work-life harmony, mutual trust, responsible issue resolution, and will support the joint mission, and attendant objectives and goals.

ARTICLE 1 – MANAGEMENT RIGHTS

It is not intended that this collective bargaining agreement alter the functions of the Union and the Management or limit the use of joint labor management panels.

1.1 Management and Union - The Union, the Management, and the employee will all promote improved service to the citizens of Steilacoom, work-life harmony, mutual trust, and responsible issue resolution.

Management and the Union agree that the public interest requires the efficient and uninterrupted performance of all Town services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective.

1.2 Management - Management will define, communicate, and implement the objectives and goals of the organization. It will lead and direct the employees. It will provide resources and equipment for safe and efficient work. It will accomplish these things through the exercise of all the rights and prerogatives associated with management and exercised by it. This section does not abrogate other provisions of this collective bargaining agreement.

1.3 Management Rights - Except as modified by this agreement, the Town retains management rights. Examples of management rights are to direct, train and schedule the employee workforce, to determine operating hours, numbers of personnel and standards of service offered to the public, to lay off employees, discipline, or discharge employees pursuant to Article 3.2, continue to utilize temporary employees pursuant to Article 2, and to take actions required in the event of an emergency.

ARTICLE 2 – UNION SECURITY AND BUSINESS

Teamsters Local Union No. 117 is the sole and exclusive representative of the representative bargaining unit employees within the jurisdiction of this collective bargaining agreement with respect to wages, hours, and conditions of employment. It will represent unit employee views and administer this collective

bargaining agreement. An elected full-time Union official or a designated alternate shall be granted leave from duty with pay for meetings with management as provided in this collective bargaining agreement. Part time, temporary/seasonal employees are excluded from the bargaining unit for the duration of this labor agreement. Temporary employees are those who are employed for a specific task and a specific period of time and are excluded from the bargaining unit.

The Union will supply to Management all necessary papers for check off.

Management shall check off initiation fees, monthly fees on presentation of check off authorization cards, voluntarily and individually authorized from each member. Management shall deduct such dues in the amount certified to Management by the Union and remit all deductions together with an itemized statement to the Union by the fifteenth day of the month following the month in which the deductions are made.

The Union agrees to indemnify and hold Management harmless against any and all claims, suits, orders, and judgments brought and issued against Management as a result of any action taken or not taken by Management under the provisions of this section.

New Employee Orientation - The Union, through a Shop Steward or Union Representative, shall have up to thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.

ARTICLE 3 – BASIC COLLECTIVE BARGAINING AGREEMENT

3.1 The Union and employees will support the joint mission and attendant objectives and goals.

The Union and Management agree to establish and maintain a joint labor/management committee consisting of one (1) Union representative appointed by the Union and one (1) Management representative appointed by Management. Further, a third member of the committee shall be selected from time to time by the mutual agreement of the Union member and the Management member. The third member may be selected on the basis of fixed tenure or issue-by-issue as the committee chooses.

The purpose of this committee is to provide a forum to discuss matters of interest to either party. Provided however, the committee is not to be used as a substitute for formal contract negotiation. The committee will not discuss any concerns which the members feel have not been taken through the established channels of authority but will refer these matters first to the proper supervisor.

3.2 There will be no formal discipline without cause. Informal counseling and coaching do not constitute discipline.

The Town will administer verbal warnings and written reprimands within forty-five (45) days from the date of the violation, or the learning of the violation. A copy of disciplinary letters shall be sent to the Union. The above timeline may be modified by mutual agreement.

3.3 Employees who desire to return to the original place of employment may do so under the reemployment provisions of the Steilacoom Personnel Regulations.

ARTICLE 4 – WORK STOPPAGE

During the life of this agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other agreement and should same occur, the Union agrees to take steps to end such interference. Employees covered by this agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be appropriately determined by the Town. There shall not be a violation of Article 4 if employees covered by this agreement refuse to cross an official picket line recognized by Joint Council of Teamsters No #28 where the employee's physical health and safety may be jeopardized by doing so.

There will be no lockouts, strikes, slowdowns or other interruptions of work. The parties will pursue productive flexibility in the design and staffing of jobs and services. This agreement supports employees in becoming more professional and versatile in their daily work responsibilities.

ARTICLE 5 – EMPLOYEE BILL OF RIGHTS

It is the right of every employee
to be treated with respect;
to expect cooperation in improving safety;
to be informed of organizational objectives and goals;
to be evaluated regularly and constructively;
to participate in improving work methods;
to participate in issue resolution procedures; and
to share in the gains of the Town.

This article is not grievable under Article 7 of the contract.

ARTICLE 6 – TRAINING OPPORTUNITIES

Training is critical to the maintenance of an efficient, competitive, and quality work force and to employee advancement. Employees will be assigned by skills and experience to a variety of functions and services; they will be able to demonstrate maintenance of these service levels. Employees will be provided training

opportunities adapted to local circumstances and shall receive pay increases upon completion of assigned training required for increased responsibilities. We are committed to encouraging and allowing employees the opportunity to voluntarily gain additional skills.

ARTICLE 7 – GRIEVANCE PROCEDURE

Successful relations under this collective bargaining agreement depend on our commitment to address issues in a timely and responsible way. It is matter of trust. It is the method we have chosen to avoid an agreement of rigid and unnecessary detail which hinders both management freedom and employee opportunity. Through mutual pledges to approach concerns in a problem-solving manner, we have established the following procedures for resolving issues which arise among us.

7.1 Referral - Issues regarding the interpretation or application of the specific articles or provisions of this collective bargaining agreement, except the preamble, may be referred to this process by employees, the Union or Management. The process will be used to advance positive ideas as well as to examine perceived wrongs. The only qualifications are that the affected person(s) certify the issue as a responsible one of genuine concern and thereafter participate firsthand in its resolution. Employees will be paid scheduled rates for work time required for issue resolution. Union representatives may participate as they choose in any phase of issue resolution affecting their membership.

7.2 Procedural Steps - An issue will be addressed orally between the supervisor and the employee(s) involved within fourteen (14) calendar days of the date it arises. It need not be reduced to writing. If not satisfactorily resolved, any person or party involved may, within twenty-one (21) calendar days of the date it arose, refer the issue to the Department Head in writing and notify the Union in writing.

The person(s) involved will have fourteen (14) calendar days after referral to the Department Head to resolve the issue satisfactorily before any person(s) or party may refer it to the Town Administrator. No issue may be referred to the Town Administrator until jointly defined in writing by the Department Head and the person(s) involved. The Town Administrator will have twenty-one (21) calendar days to address the issue before it may be referred to mediation.

7.3 The Mediator shall be selected by mutual agreement. No issue shall be referred to arbitration until the Mediator certifies they have failed to resolve the matter to the satisfaction of the parties.

7.4 Arbitration - Within twenty-one (21) calendar days of failure of mediation, both parties shall proceed with the selection of an arbitrator. The parties shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission (PERC). Upon receipt of the list, representatives of the Town and

Local Union No. 117 shall arrange to alternately strike names until one (1) name remains. This person shall serve as a sole arbitrator. The arbitrator shall render a written decision, or bench decision if mutually agreeable to the parties, within thirty (30) calendar days of the hearing. This decision shall be final and binding on both parties. The arbitrator(s) shall retain jurisdiction of the matter until the decision of the arbitrator is implemented. The Arbitrators shall have no power to add to, subtract from, or modify the terms of this agreement. The parties shall split costs for the mediator and arbitrator but shall be responsible for the expense of their own representatives and other costs associated with the presentation of their case.

ARTICLE 8 – HOURS OF WORK

8.1 Work Week - The regular workweek shall consist of forty (40) hours. Each workweek shall consist of either five (5) consecutive eight (8) hour or four (4) consecutive ten (10) hour workdays. Schedules shall be based on departmental need and shall be determined by Management. During each workday, an employee shall receive one-half (1/2) hour without pay for meals. Employees shall receive two (2) fifteen (15) minute rest periods during a workday.

For payroll calculation and overtime purposes, the workweek shall be from 12:00 a.m. Monday to 11:59 p.m. Sunday.

8.2 Overtime - Overtime shall be defined as authorized work performed in excess of the regular workweek. Compensation for overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular scheduled rate.

Emergency callouts shall be paid at the rate of one and one-half times (1 ½) the regular rate of pay with a minimum guarantee of three (3) hours for each emergency callout upon ratification of this labor agreement by both parties. When an employee is called at a location other than the workplace to perform Town business, the employee shall be compensated for fifteen (15) minutes or for the actual time spent on the telephone, (whichever is longest) at the regular overtime rate of pay for the first emergency/response call that does not require a return to Town headquarters or the worksite to address and resolve the reported problem. Multiple calls involving the same incident shall be compensated up to a maximum of one (1) hour or for the actual time spent on the telephone, whichever is longest. During the call status, the employee will maintain a telephone log to be submitted to the employer along with the overtime request form and current timesheet. If the employee immediately responds to the Town headquarters or worksite as a result of the call at a location other than the workplace, then the normal overtime compensation process shall apply, and the telephone response language shall not be applicable.

If the initial employee contacted cannot resolve the issue, then a second employee may also be contacted and that employee may also be compensated under the

same provisions and with the same documentation requirements as the initial employee. In no case will more than two (2) employees be compensated for the same emergency/response call if they are able to resolve the issue without responding to the Town headquarters or worksite.

Emergency callout hours worked between the hours of 9:00 p.m. and the start of the next regular shift shall be paid at the rate of two (2) times the regular rate of pay.

Individuals who respond to an emergency callout may elect to report to their next regular shift job assignment, or request an accommodation assignment, or be allowed to use vacation leave, compensatory time, or sick leave for rest purposes on their next regularly scheduled shift.

8.3 Schedule - Normal day shift hours shall be from 7:00 a.m. to 3:30 p.m. However, as the need arises, management may modify such hours based on the service needs of the Town.

Management will post required duty schedule changes at least ten (10) days in advance of schedule changes. No changes in the duty schedule will be made unless the affected employee(s) is/are contacted a minimum of twenty-four (24) hours in advance of the desired change, except to perform authorized overtime or when an emergency exists within the Town of Steilacoom.

ARTICLE 9 – SENIORITY AND LAYOFF

Seniority shall mean an employee's continuous length of service by classification with the Town from most recent date of hire. Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

Seniority shall be a determining factor in surplus, promotions and demotions provided such factors as skill and ability, experience, performance, and quality of work are considered equal. Seniority shall terminate upon discharge, resignation, or retirement.

Entry level bargaining unit positions shall be offered to bargaining unit members first. The positions shall be filled on the basis of seniority of the applicants meeting the minimum qualifications. Bargaining unit members shall have five (5) working days from the posting of the position to submit an application to the Human Resources Coordinator.

In the event of layoff, employees shall be laid off on the basis of inverse classification seniority.

No new employees shall be hired in a classification until all regular employees on layoff status in that classification have had an opportunity to return to work. For a period not to extend beyond eighteen (18) months, employees may be called back from layoff in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within fifteen (15) calendar days of notification. The employee is obligated to keep the Town informed of their current address. When recall occurs, the Town will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the Town in the above-specified time, all recall rights will be waived.

ARTICLE 10 – WORKING OUT OF CLASS

Employees specifically instructed by the Public Works Director or their designee to assume the responsibilities, authority, and duties of a crew leader or duties associated with a higher classification as outlined under Appendix "A" shall receive a four percent (4%) premium for employees performing crew leader duties or two percent (2%) for employees performing duties in the higher classification five (5) consecutive full eight (8) hour working days or more in that capacity.

ARTICLE 11 – BENEFITS

11.1 Holidays - Each full-time employee shall receive the following twelve (12) holidays during each fiscal year:

| | | |
|--|------------------------|------------------------|
| New Year's Day | Presidents' Day | Martin Luther King Day |
| Memorial Day | Juneteenth | Independence Day |
| Floating Holiday | Labor Day | Veterans' Day |
| Thanksgiving Day | Day After Thanksgiving | Christmas Day |
| Two (2) unpaid days per RCW 1.16.050(3) | | |

The above-recognized holidays shall be scheduled on the same calendar date that is recognized by the State of Washington for State employees pursuant to RCW 1.16.050 unless changed by mutual consent. Holidays shall be defined for pay purposes as eight (8) consecutive hours normally scheduled for all staff in celebration of the above event.

An employee who is called out on a holiday shall receive double their regular rate of pay.

An employee working a holiday shall receive one and one-half (1 1/2) their regular rate of pay in addition to regular holiday pay. When a holiday falls on an approved scheduled day off, an employee shall, by mutual consent of Management and the employee, receive one (1) day off or one (1) day's regular salary in lieu of the

scheduled holiday, except that in no case will the salary be for a period in excess of eight (8) hours. If a holiday falls on a week that an employee is scheduled to work, that employee will be allowed to receive one (1) regular day off immediately before or immediately after their weekend.

New employees shall be eligible to take the floating holiday upon completion of six (6) months of continuous employment. The floating holiday will be scheduled off by mutual consent.

11.2 Vacations - Full-time covered employees shall receive vacation time based on the following schedule:

| | |
|---------------|-------------------------|
| 0-3 years | 3.67 hours / pay period |
| 4-7 years | 5.00 hours / pay period |
| 8 – 15 years | 6.67 hours / pay period |
| 16 - 20 years | 7.00 hours / pay period |
| 21 years on | 7.33 hours / pay period |

Bargaining unit members will not be eligible for the one-time bonus of forty (40) vacation hours in their sixteenth (16) and twenty-first (21) years of employment as referenced in personnel regulation 1.42.010.

Employees must give at least thirty (30) days advance notice of a vacation request if more than one (1) week is requested. If one (1) week or less is requested, the employee must give at least one (1) week's advance notice. Vacation shall be selected according to seniority within category and level of employment. Vacation accruals shall be limited to two hundred forty (240) hours for regular full-time employees. Any hours beyond that amount will be automatically lost.

11.3 Sick Leave - All full-time employees shall be granted sick leave with pay at the rate of four and thirty-three hundredths (4.33) hours per pay period based on twenty-four (24) pay periods per year of employment. Sick leave so granted and not used shall accrue to the credit of each employee. Up to a maximum total accumulation of one thousand (1,000) hours may be carried over to the next calendar year.

11.4 Bereavement Leave - In the event of a death in the immediate family of a bargaining unit employee, twenty-four (24) hours per occurrence with pay shall be granted to attend the funeral or complete burial arrangements. Immediate family shall be defined to include parent, husband, wife, registered domestic partner, brother, sister, stepbrother, stepsister, child, stepchild, mother-in-law, father-in-law, stepparent, grandparent, aunt, uncle, grandchild, niece, nephew, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or any member of the employee's household. Sixteen (16) additional hours of bereavement leave, charged to sick leave, may be granted if authorized by the human resource office in writing if the employee is required to travel out of state or beyond a three hundred (300) mile

radius from the employee's place of residence to attend the funeral or complete the burial arrangements.

11.5 Military Leave - An employee who is an enrolled member of the reserves of the Armed Forces of the United States shall be granted a leave of absence for the purpose of attending ordered field camps of instruction, instruction schools or by reason of civil disobedience, disorder, or insurrection. The request for such leave must be in writing and accompanied by a true copy of military orders. An employee taking military leave shall be entitled to reimbursement in accordance with RCW 38.40.060. An employee who is in their trial period when requesting military leave shall have the trial period extended the length of the absence.

11.6 Retirement Plan - Pursuant to Chapter 2.36 of the Town Code, the Town shall participate in the statewide system for pension, relief, disability, and retirement for qualified employees as provided for in RCW 41.44.050.

11.7 Effective January 1, 2019, based on December 2018 hours for coverage effective February 1, 2019, and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust for each employee covered by this Agreement who received compensation for eighty (80) hours or more in the previous month the monthly amounts as set forth below. Part time, temporary/seasonal employees are excluded from the bargaining unit for the duration of this labor agreement. Temporary employees are those who are employed for a specific task and a specific period of time and are excluded from the bargaining unit.

Medical Plans Coverage - For all eligible Local 117 members and their dependents medical plans are as follows: Washington Teamsters Welfare Trust Medical Plan A, Dental Plan A, Vision Plan EXT, Time Loss Plan A, and Association of Washington Cities life (employee only).

2023 – The Town's 2023 monthly medical contribution is \$1,522.20.

2024 – The Town's 2023 monthly premium contribution + 50% of the 2023-2024 premium increase.

2025 – The Town's 2024 monthly premium contributions + 50% of the 2024-2025 premium increase.

Once premiums are known, either party has the right to reopen negotiations on medical contributions for medical premium sharing if the Teamsters composite rate in any one (1) year for medical exceeds eight percent (8.0%) for years 2023, 2024, or 2025.

The Town will cover premiums for member participation in the Employee Assistance Program.

Employees are eligible in accordance with the applicable plan provisions. Completion of trial period does not have to be met in order to be eligible. Temporary employees and employees scheduled for less than forty (40) hours per week are not eligible for medical coverage.

Employees who are absent due to on-job injury will continue to receive health care benefits during the first year the employee has been disabled. Premiums for subsequent years shall be the responsibility of the employee.

11.8 The Town agrees to provide, at no cost to employees, inoculations for hepatitis at such times as affected employees become aware that they have been exposed to the disease. If it should be determined either before or subsequent to such inoculations that the cause of the exposure was not related to any work-related incident, then all affected employees shall reimburse the Town for any payments made on their behalf.

11.9 Either party may reopen this collective bargaining agreement in order to negotiate the impact of any state or federal health care reform legislation on the Town's health and welfare benefits.

11.10 The Town will reimburse authorized employees for safety boots up to three hundred dollars (\$300.00) annually as required within the context of the performance of assigned duties. Authorized individuals shall be generally those individuals engaged in direct field or line service activities and others, as circumstances deem necessary. Any employee who purchases boots during the employee's probationary period and successfully completes said probationary period, may offer a receipt and will be reimbursed up to three hundred dollars (\$300.00).

11.11 The Town agrees to grant longevity pay as stated in the schedule below:

| <u>Periods of Service</u> | <u>Additional Amount</u> |
|----------------------------------|---------------------------------|
| More than 60 months | 1% of hourly wage |
| More than 120 months | 2% of hourly wage |
| More than 180 months | 3% of hourly wage |
| More than 240 months | 4% of hourly wage |

11.12 Cost of Living Adjustment effective January 1, 2023: the 2022 salary ranges for each classification in the Local will be increased by nine and a half percent (9.5%) (one hundred percent (100%) CPI-W, June-June, Seattle-Tacoma-Bellevue).

Cost of Living Adjustment effective January 1, 2024: the 2023 salary ranges for each classification in the Local will be increased by one hundred percent (100%) CPI-W, June-June, Seattle-Tacoma- Bellevue with a one percent (1.0%) minimum and a three and a half percent (3.5%) maximum.

Cost of Living Adjustment effective January 1, 2025: the 2024 salary ranges for each classification in the Local will be increased by one hundred percent (100%) CPI-W, June-June, Seattle-Tacoma- Bellevue with a one percent (1.0%) minimum and a four percent (4.0%) maximum.

11.13 The Town will reimburse employees up to four hundred dollars (\$400.00) for basic safety glasses every twenty-four (24) months. If prescription safety glasses are damaged while working on assigned Town duties, the Town may replace the prescription safety glasses on a case-by-case basis based on the circumstances and upon the employer's sole discretion. The employee will provide a signed affidavit certifying the date and time of the circumstances causing the need for such replacement.

11.14 Paid Family Medical Leave - Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020. Employees will pay, through payroll deduction, the full cost of the employee premium associated with family leave benefits. Following finalization of regulations implementing RCW 50A.04, either party may reopen this agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

ARTICLE 12 – TERM OF COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement shall be in effect from 12:01 a.m. January 1, 2023 until 11:59 p.m. December 31, 2025.

The collective bargaining agreement shall continue in effect from year to year thereafter unless, by written notice delivered by certified mail not less than ninety (90) days prior to its expiration, a party gives notice of its termination. Agreement of the parties to renegotiate wages or benefits shall not operate as a termination of this agreement.

Any provision of the agreement invalidated by law or governmental proclamation is severable and negotiable and shall not affect the validity of other provisions of this agreement.

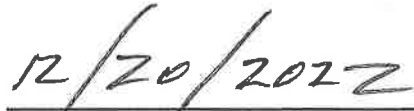
The agreement expressed herein is the complete agreement between the parties and no other written or oral agreements shall add to or supersede any of its provisions. Either party shall, no less than ninety (90) days prior to the expiration date of this agreement notify the other party in writing of its desire to negotiate a new agreement.

If any provision of this agreement or the application of such provision should be rendered or declared invalid by any court of competent jurisdiction 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. In the event of this occurrence, and if necessary, the parties may enter into immediate collective bargaining negotiations for the purpose of addressing the impact of such legislation or court decision.

TOWN OF STEILACOOM



DICK MURI
Mayor



Date

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


JOHN SCEARCY
Secretary-Treasurer

Date

APPENDIX "A"
2023 Pay Plan
January 1, 2023 through December 31, 2023

| Category | Level | Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|-------|---------------------------------|---------|---------|---------|---------|---------|
| 0 | 8 | Serviceperson I | \$25.25 | \$26.28 | \$27.33 | \$28.43 | \$29.55 |
| 1 | 6 | Serviceperson II | \$29.50 | \$30.67 | \$31.89 | \$33.20 | \$34.53 |
| 1 | 8 | Serviceperson III | \$35.94 | \$37.36 | \$38.87 | \$40.43 | \$42.05 |
| 2 | 4 | Motor Control Serviceperson | \$52.31 | \$54.40 | \$56.58 | \$58.81 | \$61.18 |
| 2 | 5 | Crew Leader Mechanic | \$37.27 | \$38.76 | \$40.33 | \$41.91 | \$43.61 |
| | | Flat Rate (as of 1/1/23) | | | | | |
| | | Electric Lineworker | \$67.89 | | | | |
| | | Crew Leader - Electric | \$70.61 | | | | |

The Union shall agree to the Town's proposed changes to the job descriptions (aka job analysis) with the mutual understanding that no current member will be demoted or terminated from their current position or have hourly pay reduced due to the updated job descriptions dated December 3, 2018.

At the employee's request, the Director will review the Job Analysis with the employee as it applies to potential advancement to a Service Person II or Service Person III and identify steps an employee should take to be eligible for career advancement. This process will include review of the acquisition, demonstration of the appropriate use of required knowledge, skills, and ability for advancement to the next higher level. Also, employee adherence to policies, procedures, safety standards, attitude, efficient use of time and resources for the achievement of Town's objectives will be reviewed. At the employee's annual evaluation period, the Director (or designee) will revisit the career advancement plan and identify goals for the upcoming evaluation year.

Promotion of serviceperson members to the next level in the Serviceperson series (i.e., 1-3) shall be considered by management based on the individual employee's acquisition, ongoing demonstration, and appropriate use of the required knowledge, skills, abilities, and certifications for the next level of serviceperson. The employee's adherence to department policies, procedures, safety standards, attitude, efficient use of time, and resources for the achievement of Town objectives will also be taken into account. The Town agrees to inform the serviceperson in writing indicating the reasons for rejection of a promotion.

Management reserves the right to not promote an employee or fill a position vacancy if, in its sole discretion, the Town deems the position at the higher level is not necessary to achieve Town objectives.

To be considered for a promotion, the employee must petition management indicating why the employee believes they should be promoted to the next level. Said petition shall not be made more than twice annually.

An employee may elect to remain at their current level.

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.