

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 FIFE
PUBLIC WORKS DEPARTMENT**

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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ARTICLE 1 – GENERAL

1.01 Parties. This Agreement is entered into between the City of Fife, a municipal corporation herein referred to as the City, and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union, representing the City of Fife Public Works Teamsters members, herein referred to as Employees.

1.02 Public Employees. The Public Works Department and the individual members of the Teamsters are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their work conduct in order that they may merit the respect and confidence of the general public.

1.03 Term of Agreement. The effective date of this Agreement shall be January 1, 2023 and shall continue in effect through December 31, 2025.

ARTICLE 2 – TEAMSTERS RECOGNITION

2.01 Teamsters Recognized. The City recognizes the Teamsters as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, conditions of employment, and for the resolution of disputes as authorized by Washington State Law for all Public Works Department employees in the classifications set forth in Exhibit A or any successor classifications.

2.02 Negotiations. The City, for the life of this Agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours, or conditions of employment for the employees represented by the Teamsters as stated in this Article.

2.03 Classification Not Guaranteed.

- (a) The classification or job titles used in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.
- (b) The City shall promptly notify the Teamsters of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.
- (c) If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Teamsters notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the

parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the question to Public Employee Relations Commission (P.E.R.C.) If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the P.E.R.C., the parties shall then negotiate as to the proper rate of pay for the classification, the City being free to assign a temporary rate pending the resolution of negotiations.

- (d) The City will negotiate in good faith with the Teamsters before implementing any new job title or job description.

2.04 Integrity of Bargaining Unit. Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to employees not in the bargaining unit without notifying and negotiating the matter with the Teamsters. The City will provide the Union no less than thirty (30) working days' notice in writing. At the Union's request, the City agrees to discuss with the Union the reasons for contracting out the work and negotiate the potential effects on employees. The City will provide the Union with a reasonable opportunity to review relevant and necessary data regarding the reasons for contracting the work. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

ARTICLE 3 – UNION MEMBERSHIP

3.01 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 two (2) payroll cycles following the employee's submission of a signed membership form to the City.

3.02 It is acknowledged that the City routinely hires temporary employees to assist with seasonal increases in workload (Temporary Employees). After a period of six (6) consecutive months of employment, the City shall notify the Temporary Employee whether they will assume regular employment status. If the City fails to do so, the Union may demand in writing (to the City Manager) that the City decide whether the employee shall assume regular employment status with fourteen (14) days of the City's receipt of the Union's written demand. If the City fails to make a decision within this timeframe, the Temporary Employee will automatically assume regular employment status on the fifteenth (15th) day after the City's receipt of the Union's written demand. The City shall notify the Union when it hires a Temporary Employee to perform bargaining unit work. The Parties agree Temporary Employees are not eligible for employment benefits. The City shall not use this language to replace existing bargaining unit positions nor supplant the need to create additional bargaining unit positions.

3.03 The City as a management right has utilized an outside agency for temporary and seasonal laborer needs. The City agrees to limit its use of this management right to a maximum calendar year expenditure of one hundred thousand dollars (\$100,000), said amount to be

adjusted annually by the change in the consumer price index, utilizing the same index used to adjust employee wages.

3.04 The Union agrees that membership in the Union shall not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

3.05 Indemnification: The Employer/City of Fife will maintain accurate records of employees' payroll deduction status. The City will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the City's failure to maintain accurate records after receiving notification of a cancellation of deductions.

3.06 New Hire Orientation: The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employee's first thirty (30) days of employment to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.

ARTICLE 4 – TEAMSTERS DUES

4.01 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.

4.02 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.

4.03 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.

4.04 If the employee has no earnings due for that period, the Teamsters shall be responsible for collection of dues. The Teamsters agree to refund to the employee any amounts paid to the Teamsters in error on account of this dues deduction provision. The Teamsters may change the fixed uniform dollar amount which will be considered the regular monthly fee once each year during the life of this Agreement. The Teamsters will give the City thirty (30) days written notice of any such change in the amount of uniform dues to be deducted.

4.05 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, the last four (4) digits of the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of 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.

4.06 Teamsters Indemnification. The Teamsters shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article (including section 4.05 regarding D.R.I.V.E.). If an improper deduction is made, the Teamsters shall refund directly to the employee any such amount.

ARTICLE 5 – ADDITIONS TO THE AGREEMENT

5.01 In the event the City and the Teamsters mutually agree that, due to unforeseen circumstances, an emergency exists as to the administration of any sections of this Agreement, then those sections effected by such emergency situation may be reopened to further negotiations for the purpose of solving such emergency. Any agreements so negotiated shall become part of this Agreement.

ARTICLE 6 – SENIORITY

6.01 The Human Resources Department shall establish a seniority list which shall be posted prior to January 31st of each year on the City's "I" drive for a period of not less than thirty (30) days and a copy of same delivered to the Teamsters. Any objections to the seniority list as posted shall be reported to the Human Resources Department within ten (10) working days or stand approved.

6.02 Seniority shall be broken only by discharge for cause, voluntary quit or retirement.

6.03 All new employees shall serve a probationary period of six (6) months. The Union may not grieve the discipline or dismissal of any probationary employee. The probationary period may be extended on a case-by-case basis by written agreement between the Union, the City, and the employee. If there is a layoff due to lack of work, a probationary employee will be given preference over new employees in filling the position.

6.04 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, 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.

6.05 Layoffs or non-disciplinary demotions will be determined strictly by the order of the seniority list by classification, with the employee with the least seniority affected first. Bumping rights may apply between classifications if the person to be laid off has all the qualifications required by the job description for the other classification, has seniority, and within one (1) year of the layoff has performed all of the duties required for the other classification or has received training in those duties within said year.

6.06 Promotions, Trial Periods, and Reversion: A permanent bargaining unit employee who receives a promotion within the bargaining unit shall serve a trial service period not greater than six (6) months. At any time during the trial service period, the employee or the City may elect to revert to the prior job classification. In this event, the employee's pay rate will be placed at the step they would have been at had they not promoted. In no case, with the exception of just cause, shall the promoted bargaining unit employee be laid off or terminated should the City determine the employee has not satisfactorily completed their trial service in their newly appointed classification. Reversion shall not constitute a break in City nor Classification seniority. If the vacated position has been filled and the promoted employee is reverted back, the newly hired employee may be laid off.

ARTICLE 7 – BULLETIN BOARDS AND UNION COMMUNICATION

7.01 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. The Teamsters will remove all dated material. Union staff members shall be allowed to post electronic mail notices

on the Employer's system if the notices meet the same requirement provided they comply with City of Fife policies governing electronic mail and internet use. The parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the Employer's equipment interfere with normal operations or service to the public. Union Stewards may make limited use of the Employer's telephone, FAX machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration, provided they comply with City of Fife policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public. 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 8 – VACATIONS

8.01 Members of the Public Works Department shall be granted vacation time in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

- A. At the completion of the first three (3) months of probation, from the hire date, the employee shall immediately accrue and be eligible to use three (3) days of vacation. If the employee separates within the first three (3) months of employment, they shall not receive any cash payment for vacation upon termination of employment. Vacation shall thereafter accrue on a monthly basis. Beginning on the employee's first anniversary date, the employee will accrue one (1) additional day per year, in accordance with the table below:

YEARS OF SERVICE	VACATION DAYS (HOURS)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-12	23 (184)
12-13	24 (192)
13-14	25 (200)
14-15	26 (208)
15-16	27 (216)
16-17	28 (224)
17-18	29 (232)
18+	30 (240)

- B. The employee shall choose the time for vacation in order of seniority of employment. The Employer will post a vacation schedule on or before March 1st and the employee will have until April 1st of each year to designate the vacation period, and the number of days to be accumulated and carried over to the following year. If the employee does not designate the vacation period during this time, the next person in order of seniority will have a choice.
- C. Any known restriction (court, training or mandatory classes) that may cause any change or effect an employee's vacation scheduling are to be posted by February 1st.
- D. Subsequent changes or restrictions in vacation scheduling must have mutual agreement and consent from parties involved, except in cases of recognized and extreme emergencies.
- E. Should an employee be separated for any reason, they shall be paid for all accrued and unused vacation days through the month preceding that in which the employee separates, based on the hourly wage at the time of leaving. A "month" shall be defined as one-twelfth (1/12) of the calendar year. A "day" shall be defined as an eight (8) hour workday within any twenty-four (24) hour period.
- F. Vacations will be used in the year that such days are credited to the employee. However, such vacation time may be carried over into the next year by mutual agreement of the City and employee, not to exceed a total of two hundred forty (240) hours on the employee's anniversary date. "Anniversary date" means the date an employee is first hired for a regular position with the City. "Anniversary date" is distinguished from an employee's "in-position date," which shall mean the date upon which the employee is promoted or placed into their current position. Provided, however, during the course of the year, an employee's total vacation accumulation may exceed two hundred forty (240) hours but must be at two hundred forty (240) hours on the employee's anniversary date. Provided, however, if an employee has previously scheduled vacation pursuant to section C above and said vacation is cancelled by the City so that the employee will be unable to take the vacation before the end of the calendar year, then the employee shall have an absolute right to carry forward the amount of cancelled vacation into the following year. If an employee takes fifteen (15) days of vacation in a year based on the rolling twelve (12) month period tied to the employee's anniversary date, employee may redeem the balance of his annual accrued vacation for cash up to a maximum of twelve (12) days/ninety-six (96) hours.
- G. Notwithstanding the vacation selection procedures set forth above, an employee may take vacation in one (1) hour increments by mutual agreement of the City and employee.

ARTICLE 9 – HOLIDAYS

9.01 Employees shall receive fourteen (14) working days off without loss of pay as holidays. For the purpose of this Section, the following holidays will be observed: (1) New Year's Day; (2) Martin Luther King Jr's Birthday; (3) Presidents' Day; (4) Memorial Day; (5) Juneteenth; (6) Independence Day; (7) Labor Day; (8) Veterans' Day; (9) Thanksgiving Day; (10) Native American Heritage Day; (11) the day before Christmas; (12) Christmas Day; (13 & 14) two (2) floating holidays. Eligible employees may only use their floating holiday after the successful completion of their probationary period. Employees who are in a probationary period due to a promotion, transfer or non-disciplinary demotion are an exception to this provision. Employees who become eligible to use a floating holiday on or after December 15th of a calendar year and are unable to use the floating holiday through no fault of their own shall be entitled to carry the floating holiday into the next calendar year. Provided, however, that the employee must use the subject floating holiday by March 1st of the next calendar year, or the holiday shall be lost without compensation.

9.02 Time and one-half (1-1/2) the employee's straight time hourly rate of pay in addition to holiday pay will be paid for scheduled work performed on a holiday or compensatory time off at the time and one-half (1-1/2) rate, whichever is mutually agreed to between the City and employee. The employee may accumulate not more than eighty (80) hours compensatory time. The use of accumulated compensatory time shall be scheduled by agreement with the City.

9.03 In addition to the other eligibility requirements set forth in this Article, an employee must be in paid status by the City on the regular workday immediately preceding and immediately succeeding the scheduled holiday in order to be eligible for holiday pay.

ARTICLE 10 – SICK LEAVE

10.01 SICK LEAVE

- (a) Sick leave for regular full-time employees for non-duty connected injury or illness shall be computed at the rate of eight (8) hours per month up to ninety-six (96) hours each year with a maximum accumulation of one thousand six hundred (1,600) hours. Sick leave for regular part-time employees for non-duty connected injury or illness shall be computed at the rate of one (1) hour for each twenty-one (21) hours worked up to ninety-six (96) hours each year with a maximum accumulation of two hundred (200) hours. Such leave shall be granted upon application before or within a reasonable time after the absence, depending upon the circumstances of each case. If an injury or unforeseen illness occurs during vacation, sick leave may be used in lieu of vacation upon a medical professional's written approval. Sick leave for new members shall commence accumulating at date of hire in the department.

- (b) Upon separation for any reason, except a dismissal for just cause, an employee shall be paid for the unused part of the sick leave on the following formula:

25% of the first 400 hours
50% of the second 400 hours
75% of the third 400 hours

Such pay shall be considered severance pay.

- (c) Unused sick leave shall accumulate in a bank. The bank shall be available for future illnesses, and for any reason listed in RCW 49.46.210. A verification may be required and turned into the employee's supervisor after more than a three-day absence.
- (d) The City may require a doctor's verification of illness should an employee request more than three (3) consecutive shifts of sick leave.
- (e) The employees who use three (3) days or less of sick leave, in any calendar year, they shall be allowed to cash-out eight (8) hours of their banked sick leave, so long as the total balance of hours in the employee's sick leave bank does not go below forty (40) hours.
- (f) Sick leave may be used in accordance with RCW 49.46.210 for any of the following reasons:
- (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - (ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
 - (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. "Health related reason" does not include inclement weather closures.
 - (iv) An employee is authorized to use sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
 - (v) The City Manager, in their discretion, may allow the use of sick leave for other emergent circumstances.

- (g) For purposes of this section, "family member" means any of the following:
- (i) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - (ii) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - (iii) A spouse;
 - (iv) A domestic partner;
 - (v) A grandparent;
 - (vi) A grandchild; or
 - (vii) A sibling.

The City Manager, in their discretion, may allow the use of sick leave for other emergent circumstances.

ARTICLE 11 - SHARED LEAVE

11.01 Shared Leave

The purpose of the leave sharing program is to permit City employees, at no significantly increased cost to the City, to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

- C. "Employee's relative" normally will be limited to the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, or parent.
- D. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- E. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- F. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- G. "Sexual assault" has the same meaning as in RCW 70.125.030.
- H. "Stalking" has the same meaning as in RCW 9A.46.110.
- I. "Uniformed services" means the armed forces, the Department of Defense, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- J. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

11.02 Shared Leave Receipt

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets any of the following criteria:
 - 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - 2. The employee has been called to service in the uniformed services;

3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
 2. Terminate City employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave, and floating holiday if the employee qualifies under 11.2 A.1;
 2. Vacation leave, and paid military leave allowed under RCW 38.40.060 if the employee qualifies under 11.2 A.2; or
 3. Vacation leave, or personal holiday if the employee qualifies under 11.2 A.3 or 11.2 A.4.
- E. The employee has abided by the Employer's policy regarding:
1. Sick leave use if the employee qualifies under 11.2 A.1 and 11.2 A.4; or
 2. Military leave if the employee qualifies under 11.2 A.2.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under 11.2 A.1.

11.03 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the Employer may authorize leave

in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A nonpermanent employee who is eligible to use shared leave may not use shared leave beyond the expected end date of the appointment.

- B. The Employer will require the employee to submit, prior to approval or disapproval:
 - 1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under 11.2 A.1;
 - 2. A copy of the military orders verifying the employee's required absence for shared leave under 11.2 A.2; or
 - 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 11.2 A.3.
- C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 11.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:
 - 1. An employee's own written statement;
 - 2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
 - 3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault, or stalking.
- D. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flextime or special assignments in lieu of shared leave usage.
- E. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- F. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.

- G. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

11.04 Leave Donation

An employee may donate vacation leave, sick leave, or floating holiday to another employee for purposes of the leave sharing program under the following conditions:

- A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and
 - 1. The full-time employee's request to donate leave will not cause their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and
 - 2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.
- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred twenty (120) hours after the transfer.
- C. The Employer approves the employee's request to donate their floating holiday to an employee authorized to receive shared leave.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

11.05 Shared Leave Administration

- A. The calculation of the recipient's leave value will be in accordance with applicable policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 11.2 A.1. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 11.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 11.2 A.3 and 11.2 A.4.
- B. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is

resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

- C. Unused shared leave may not be cashed out but will be returned to the donors.

An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.

ARTICLE 12 – BEREAVEMENT LEAVE

When an employee is absent from work on a scheduled work day because of the death of an employee's family member, the employee will be paid for such time up to a maximum of three working days based on an eight (8) hour work day at the employee's straight time rate, except if the employee must leave the state of Washington (in which case an amount up to a maximum of five (5) working days based on an eight (8) hour work day at the employee's straight time rate will be paid). The employee shall provide information substantiating the need for the leave prior to being granted the leave.

For purposes of this section "family member" means any of the following:

- (i) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- (ii) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (iii) A spouse;
- (iv) A domestic partner;
- (v) A parent;
- (vi) A mother-in-law or father-in-law;
- (vii) A grandparent;
- (viii) A grandchild; or
- (vii) A sibling.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 The City Manager may grant a regular employee leave of absence without pay. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the City Manager. Upon the expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on written leave to report promptly at the expiration of leave shall be cause for discharge.

13.02 If the City adopts a leave policy more liberal than stated above, the City agrees that the contract will be amended to reflect the more liberal benefits.

ARTICLE 14 – PROTECTED LEAVE

14.01 Protected Leave: The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including for example:

- a) Family and Medical Leave (FMLA) (29 U.S.C. 2601 et seq, and RCW 49.78);
- b) Family Care Act (RCW 49.12.265);
- c) Pregnancy Disability Leave (RCW 49.60);
- d) Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f) Leave for Certain Emergency Services Personnel (RCW 49.12.460);
- g) Uniform Services Employment and Reemployment Act of 1994 (38 U.S.C. 4301-4335); and
- h) Faith & Conscience Leave (RCW 1.16.050 (3)).

Leave eligibility, benefit and requirements will be determined by applicable law and will be administered according to the Employer's policy.

14.01.1 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins 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 starting January 1, 2022 will total six-tenths of one percent (0.6%) of employees' wages (unless otherwise limited by actions of the State). Employees will pay through payroll deduction the full cost of the premiums

associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The City will pay the remaining premiums.

ARTICLE 15 – WORK SCHEDULE

15.01 Designated Workweek. The normally scheduled workweek shall be comprised of forty (40) hours.

15.02 Hours of Work. The normally scheduled workweek for employees shall be generated by the five/eight (5/8) or four/ten (4/10) work schedule. For employees assigned a 5/8 schedule, all time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be considered overtime. For employees assigned a four/ten (4/10) schedule, all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) in any calendar week shall be considered overtime.

15.03 Work Schedule. The normal work schedule shall be forty (40) hours per week as follows:

Four (4) consecutive days of ten (10) consecutive hours with three (3) consecutive days off or five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off, both schedules with an unpaid period allowed for one half (1/2) hour lunch, rest periods are fifteen (15) minutes in length. By Superintendent approval based on operational needs of the City, lunch and breaks may be combined and taken at one time.

The normal workweek and normal workday may be modified to accommodate training or educational requirements with as much notice as possible, but not less than seven (7) calendar days' notice when practicable.

The hours of scheduled duty shall not exceed an accumulative average of forty (40) hours per week in any one (1) year.

15.04 No person shall be required, except in an emergency, to work longer than four and one half (4 1/2) hours without a lunch period. In computing a regular workweek in which a holiday falls, the holiday shall be considered a day worked.

15.05 The normal workday hours may be modified by agreement of the City and the Bargaining Unit to allow for the use of an "alternate schedule." In that event it shall not be considered overtime if the employee works an agreed alternate scheduled shift such as a four/ten (4/10) work schedule. Any time worked beyond the scheduled shift shall be considered overtime, regardless of the number of hours worked in a given day or week.

ARTICLE 16 – OVERTIME

16.01 In the event, that a need for overtime should occur in the Public Works because of vacation, sickness or other unforeseen conditions, overtime shall be paid at the time-and-one-half (1½) rate according to Exhibit “A,” to the nearest half-hour (1/2).

16.02 Any necessary scheduled overtime shall be offered to Regular Employees, by seniority, with the employee that has been employed within the bargaining unit the longest being offered the work first. All regular Employees will be given the opportunity for overtime prior to overtime being offered to other employees.

16.03 If an employee is scheduled to report to work before their regular work shift or stay after their regular work shift, then they shall be paid at the overtime rate for any time worked. However, if the employee is scheduled to report to work before their regular work shift, then the rate of compensation shall revert to the straight time rate at the commencement of the regularly scheduled work shift.

16.04 Scheduled Sunday work shall be paid at the same rate as holiday pay.

ARTICLE 17 – EMERGENCY CALL-BACK AND STANDBY

17.01 Whenever any employee is brought back to work on an emergency call-back, they shall be paid at the double-time (2x) rate per Exhibit “A” with a minimum of two (2) hours double-time (2x) pay. However, the rate of compensation shall revert to the regular straight time rate at the commencement of the scheduled work shift.

17.02 Standby practice is not to be used.

17.03 Call-Back. The following call-back arrangements are hereby established:

- A. The Public Works Director shall post annually a “first responder” calendar. The “first responder” is defined as the public works person that shall respond to any emergency callback and they shall also carry a cell phone. Each qualified employee shall be assigned to be a first responder on a rotating basis. The employee may arrange with another employee to have a different employee cover their assigned time. Provided, however, no change in the rotating schedule shall be authorized until the request is submitted in writing, signed by both affected employees, and approved by the supervisor. If the first responder needs a backup employee, then they shall call a backup based on the Public Works seniority list. In the discretion of the Department Director, they may authorize a take home vehicle for the first responder during inclement weather conditions.
- B. The “first responder” cell phone will be on a rotating schedule from Tuesday at 4:00 p.m. to the following Tuesday at 7:30 a.m. It shall be rotated weekly.

- C. The "first responder" will respond by phone within a ten (10) minute time period and report to Public Works within sixty (60) minutes.
- D. Any employee assigned to the "first responder" cell phone shall receive the following amounts per week for each assigned week:
 - Effective 1/3/2023: Five hundred fifty dollars (\$550.00)
 - Effective 1/2/2025: Six hundred dollars (\$600.00)

ARTICLE 18 – WAGES

18.01 Wages. The bargaining unit employees shall have the job classifications, and shall be paid semi-monthly the base wage rates, set forth in Exhibit A attached hereto and by reference incorporated herein. The base wage rate to be paid for the duration of the Agreement term for each job classification is set forth in Exhibit A, except as modified by the following provisions:

- A. Effective January 1, 2023, all bargaining unit members shall have their base wage increased by six percent (6%).
- B. Effective January 1, 2024, all bargaining unit members shall have their base wage increased by one hundred percent (100%) of the increase in the CPI-W, Seattle-Tacoma-Bellevue, June 2022 through June 2023, minimum of two and one quarter percent (2.25%), maximum four percent (4%).
- C. Effective January 1, 2025, all bargaining unit members shall have their base wage increased by one hundred percent (100%) of the increase in the CPI-W, Seattle-Tacoma-Bellevue, June 2023 through June 2024, minimum two and one quarter percent (2.25%), maximum four percent (4%).

18.02 Classification Specific Increases

The following classification specific increases shall be implemented on the dates set forth below, in addition to the Cost-of-Living increases described in Section 18.01.A*:

Laborer: Effective January 1, 2023, Laborer wages shall increase one percent (1%).

Laborer 1: Effective January 1, 2023, Laborer 1 wages shall increase one percent (1%).

Laborer 2: Effective January 1, 2023, Laborer 2 wages shall increase one percent (1%).

Drainage Specialist: Effective January 1, 2023, the City will establish a Drainage Specialist position. The wage will be set at five percent (5%) above the Laborer 2 wage. The current Laborer 2 who is currently performing the Drainage Specialist duties will be appointed without a competitive process to the Drainage Specialist position. The newly appointed Drainage Specialist will not be required to serve a trial service period.

Sr. Water Quality Specialist: Effective January 1, 2023, wage will increase two percent (2%).

Water Quality Specialist: Effective January 1, 2023, wage will increase one percent (1%).

Maintenance Technician: Effective January 1, 2023, Maintenance Technician wages shall increase one percent (1%).

ARTICLE 19 – HEALTH AND WELFARE

19.01

- A. The City shall offer to permanent full time employees the following plan options:
- Association of Washington Cities (AWC) High Deductible Health Plan (HDHP) with Health Savings Account (HSA) or Voluntary Employee Benefit Association (VEBA) qualified plan;
 - Washington Teamsters Welfare Trust Dental Plan A; and
 - UEBT VSP 3 Vision Plan.
- B. The employee may change their selected plan for the following year for the selected city plans during the annual open enrollment period of November 1 to December 31.
- C. Except as modified hereafter, the City shall pay ninety two percent (92%) of the premiums for the health and welfare plan set forth in section 19.01 A.

The City of Fife shall pay the premiums for the health and welfare plans listed in Section 19.01. The employees, as a payroll deduction, shall reimburse the City for eight percent (8%) of the premium amount for all employees in the bargaining unit that participate in the plan. The amount equal to eight percent (8%) of the total of all bargaining unit member premiums shall be divided by the number of employees in the bargaining unit that participate in the medical plan, and each employee in the plan shall pay that amount as a payroll deduction. If the amount changes during the year due to the addition or removal of employees during the year, then the monthly contribution by each employee shall be adjusted accordingly, effective in the month the premium amount changes. By way of illustration only, if eight percent (8%) of the total premium paid for all bargaining unit members in medical plan was one thousand three hundred fifty dollars (\$1,350.00) in a month, and there were 15 members, then the premium contribution by each employee would be ninety dollars (\$90). If the membership number increased to 16 and the total premium paid for the 16 members hypothetically increased to one thousand four hundred dollars (\$1,400.00) in a month, then the monthly deduction for each member would be changed starting

in the month the contribution rate changed to eighty seven dollars and fifty cents (\$87.50).

The City shall allow a full-time employee to opt-out of City provided medical insurance coverage only if:

- a. The employee has medical insurance coverage through another provider;
- b. The City's insurance plan providers allow employees to opt-out if the employee has alternative health care coverage; and
- c. The employee opting out will not cause the City to fall below the minimum threshold for the number of plan participants that is required by the insurance provider.

If allowed by the plan provider and federal law, an employee who opts out of the medical plan is no longer required to pay the employee's health care insurance premium, the City shall pay the employee an additional three hundred fifty dollars (\$350.00) as compensation for each month the City does not have to pay the insurance premium. This payment shall not be considered as part of the base wage compensation for calculating overtime unless required by state or federal law. The employee may still participate in the vision and dental plan and receive the "opt out" compensation.

D. HSA/VEBA

The City will offer participation in a Health Savings Account (HSA) or Voluntary Employee Benefit Association (VEBA), or other medical savings plan that qualifies as a health reimbursement arrangement for IRS purposes. By December 1st of each year, the employee shall provide the City with written verification as whether or not the City contribution for the following years should be made into the employee's HSA or into the employee's VEBA. If the employee does not make a timely election, then the City will continue to deposit the required funds into the same account used for the current year.

Upon enrollment into the AWC High Deductible Health Plan, the City shall contribute two thousand two hundred fifty dollars (\$2,250.00) into the HSA or VEBA for an employee only, and three thousand two hundred fifty (\$3,250.00) for an employee with family, regardless of number of dependents, with the payments being made in equal installments paid on January 25, and July 25 provided the employee is employed by the City on each payment date. Employees hired after the first of each year will receive a pro-rated portion of the applicable HSA or VEBA. If hired between January 1 and June 30, the employee will receive the full amount. If hired after July 1st, the employee will receive half of the total amount. The employee is responsible for establishing an HSA account at a

financial institution of their choice. If the employee is electing a VEBA, the City will establish the account for the employee. The employee shall be responsible for all fees for setting up and maintaining the HSA or VEBA.

E. Medical Bridge/HRA

Once the employee is enrolled in the AWC HDHP, the City will fund a medical bridge for all participating employees and dependents at the rate of three thousand dollars (\$3,000) for employee-only coverage, and six thousand dollars (\$6,000) for family coverage, regardless of the number of dependents. The medical bridge amount shall be one hundred percent (100%) funded for each of the bargaining unit members. The bridge amount may only be used after the annual deductible amount on the AWC HDHP has been reached and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year co-insurance maximum out of pocket amount in order to reach the point where the AWC HDHP plan pays one hundred percent (100%) of claims. The bridge is not cumulative each year.

- F. In the event the City decides to modify or change medical plans, the medical bridge account or HSA/VEBA account, the City shall, prior to making its decision to implement, meet with the Union and shall consider in good faith the Union's input. If the City makes a change, then the City agrees to bargain the impacts of the change, if any. The base line plan for this purpose shall be the AWC HDHP plan, HSA and bridge referenced in this Section 19.01.

ARTICLE 20 – LIABILITY INDEMNITY

The City shall indemnify, defend and hold harmless any employee who is named as a defendant in a lawsuit for alleged acts or omissions made in good faith during the course and in the scope of City employment provided, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or Union that the employee has been named as a defendant in the lawsuit. The indemnity protection shall not apply to a criminal complaint nor to an intentional tort or willful and wanton act. The City shall, however, defend the employee from an alleged criminal act, intentional tort or willful and wanton act committed in the line of duty if the employee denies the conduct. However, the City shall have no duty to indemnify the employee for any judgment awarded against them based upon the alleged wrongful conduct.

ARTICLE 21 – CORRECTIVE ACTION & DISCHARGE

21.01 The Employer and the Union recognize that the intent of written corrective action is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. If the employee and/or the Union believe such action to be unjustified, the matter may be pursued through the grievance and arbitration provisions of this Agreement.

21.02 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall inform the employee of this right and shall, upon request, by the employee, provide Union representation. An employee who waives this right shall acknowledge such in writing.

21.03 The City may discharge or suspend any employee only for just cause.

21.04 Any employee may request an investigation or grieve their discharge, suspension or any written corrective action warning. Any such protest shall be presented to the City Manager in writing within ten (10) working days after the discharge, suspension, or warning notice; and if not presented within such period the right of the protest shall be waived.

21.05 All written corrective action warning notices shall remain in effect for a pre-determined period from the date of issuance, and such period is to be decided on a case-by-case basis by the City. The employee shall be informed of this period in the written corrective action notice. Employees shall have a right to a written rebuttal statement as an attachment to all corrective action.

ARTICLE 22 – GRIEVANCE PROCEDURES

22.01 The purpose of the grievance procedure shall be to settle all grievances between the City and the Teamsters as quickly as possible so as to insure efficiency and promote employee morale. This grievance procedure shall apply to disputes concerning the interpretation or application of any of the provisions of this Agreement. Grievance procedures shall be in compliance with existing personnel rules and regulations.

22.02 Should any employee or group of employees feel aggrieved as a result of any condition arising out of this Agreement, adjustment shall be sought as follows by the employee with the assistance of the Teamsters; if it so determines the grievance is justified. Nothing herein shall prevent an individual employee from carrying on the grievance. All grievance activity shall be on the employee's own time. They shall not be paid for participating in preparing a grievance or presenting a grievance through the grievance procedure. Provided, however, the employee shall be paid if any hearing or presentation is scheduled during their normal work shift.

22.03 Step 1. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) working days from the date the act or acts occurred resulting in the grievance, the matter shall be discussed orally with the employee's immediate supervisor.

22.04 Step 2. If the grievance cannot be settled in Step 1 then the employee may have the grievance presented by the Teamster Representative to the Public Works Director within ten (10) working days from the response in Step 1. It shall be reduced to writing for such purpose, indicating what section(s) of the Collective Bargaining Agreement allegedly violated, the facts of the case and the remedy sought. The Public Works Director shall then arrange for such meetings and make such investigations as are necessary to provide a response. The

written response shall be provided to the Union and grievant within ten (10) working days of the receipt of the written grievance in Step 2. If this answer does not resolve the grievance, it may be processed to Step 3.

22.05 Step 3. If no settlement is reached in Step 1 and Step 2, the grievance shall be presented in writing to the City Manager within ten (10) working days from the date the Public Works Director provides their written response to the Teamsters Representative pursuant to Step 2. The City Manager shall then conduct such investigation as is necessary to fully evaluate the merits of the grievance. The City Manager shall provide their written response within ten (10) working days from the date the matter is referred to the Union and grievant.

22.06 Step 4. If no settlement is reached in Step 3, then within ten (10) working days from the date the City Manager provides their written response, the Union may submit to the City Manager their written demand for arbitration. All parties agree to use binding arbitration with the Washington Public Employment Relations Commission appointing the arbitrator. The rules of arbitration of the American Arbitration Association shall be used to govern the arbitration proceedings.

22.07 Failure on the part of the Public Works Director or the City Manager to answer the grievance within the allotted time presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided. Failure on the part of the Teamsters Representative or the employee to refer the matter to the next step in the grievance process within the time limits set forth shall presume that the claim has been settled in the manner provided in the previous grievance step and that the offered satisfaction of grievance is acceptable. The time limit specified within this grievance procedure may be extended by written mutual agreement of the City and the Teamsters.

ARTICLE 23 – TEAMSTERS ACTIVITIES

Member(s) of the Teamsters negotiating committee shall be granted leave from duty with pay. For meetings that take place at a time during which such a member is not scheduled to be on duty, that time shall be non-compensatory.

ARTICLE 24 – DISCRIMINATION

24.01 There will be no discrimination against any employee because of lawful union membership or status or non-membership activity or status.

24.02 Any employee member of the Teamsters acting in any official capacity whatsoever, shall not be discriminated against for their acts as such Officer of the Teamsters. Employees' union activity shall not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Teamsters membership or activities.

24.03 The Teamsters recognize the City as an equal opportunity employer and agree with the City's policy of non-discrimination because of race, religion, creed, color, national

origin, ancestry, gender, sexual orientation (including gender identity), age, military or veteran status, physical, mental or sensory disability, marital status, or any other protected category under federal/state law.

24.04 The term "Employee" as used in this Agreement includes all employees, irrespective of gender identity or gender expression.

ARTICLE 25 – RIGHTS AND AUTHORITY

25.01 The Teamsters recognize that the City possesses the sole right, authority, and responsibility to operate and direct the employees of the Public Works Department in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, or any predecessor agreements, except as modified by this Agreement. These rights include, but are not limited to:

- A. The right to determine its mission, policies and all standards of service offered to the public;
- B. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Public Works Department;
- C. To determine the methods, means and number of personnel needed to carry out the departmental operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duty shall be performed by the employee;
- D. To direct the work force;
- E. To hire and assign or to transfer employees within their classification;
- F. To promote, demote, suspend, discipline or discharge employees for cause except for probationary employees, who can be terminated without cause;
- G. To lay off or relieve employees of duty for lack of work or funds or because of the occurrence of conditions beyond the control of the City;
- H. To make, publish, and enforce rules and regulations including reasonable rules pertinent to secondary employment, as per existing regulations;
- I. To introduce and use new or improved methods, equipment, or facilities;
- J. To contract for goods;
- K. To take any and all actions that may be necessary to carry out the mission of the City in situations of civil emergency or martial law.

25.02 If, in the sole discretion of the City Manager, or other authorized City representative, it is determined that a civil emergency or martial law condition exists, including, but not limited to, riots, civil disorders, tornado conditions, floods, accidents or other similar situations, the provisions of this Agreement may be suspended by the City Manager or their designee for the duration of the declared emergency as is necessary to deal effectively with the emergent circumstances. However, the employees may still file a grievance for any actions taken during the emergency that are not consistent with the terms of this agreement. It is agreed that the processing of any grievance beyond Step 1 of the grievance procedure shall be delayed until a time when this condition or the results of the condition no longer hamper normal business activity.

ARTICLE 26 – PERFORMANCE OF WORK

26.01 The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service.

26.02 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.

26.03 In the event of a strike (including strike picketing), slow-down, walkout or work stoppage, the Teamsters shall within twenty-four (24) hours, issue a public statement disavowing such action and requesting the employees to return to work. A copy of this statement will be simultaneously supplied to the City. The Teamsters shall also make every effort to bring about the resumption of normal operations. Within twenty-four (24) hours after the commencement of a strike (including strike picketing, slow-down, walkout or work stoppage), the Teamsters shall advise the City in writing of their effort to resume normal operations.

26.04 Failure by the Teamsters to comply with the provisions of this Article shall be cause for the City to terminate this Agreement, in addition to other remedies that may be available; in such a case, the City will give written notice to the Secretary-Treasurer of Teamsters Local No. 117. Failure to respond to the Teamsters' request to return to work by an individual's work shift shall cause disciplinary action to be taken. This action may include immediate dismissal. The provisions of this Article shall not be subject to the grievance procedure as provided in this Agreement.

26.05 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.

26.06 Any individual employee striking or refusing to work forfeits their right to work for the City of Fife.

ARTICLE 27 – SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or by the tribunal of competent jurisdiction or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the matter shall be referred to P.E.R.C. for determination.

ARTICLE 28 – NOTICE TO OTHER PARTY

This Agreement shall remain in full force and effect during the period noted in the preamble of this Agreement. At least two hundred ten (210) days, but not more than two hundred seventy (270) days prior to the termination date, the Teamsters or the City shall request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set not more than forty (40) days following such request. All other rules governing negotiations shall be agreed upon at the beginning of negotiations.

ARTICLE 29 – WORK CLOTHING

The City currently requires employees to wear safety boots and other specified types of clothing. The City shall provide an annual payment of six hundred fifty dollars (\$650.00) per employee on the January 25th pay date in order to provide for purchasing the required clothing and boots. The clothing allowance is intended for the purchase of required work clothing and no other purpose.

Employees who are regularly assigned to work in field assignments will be provided five (5) logo t-shirts annually for easy recognition while on duty. Employees will wear logo apparel while on duty.

Should logo apparel become damaged or excessively worn, replacement apparel will be provided. Employees will turn-in damaged apparel to the City and the City will provide new t-shirts.

ARTICLE 30 – LABOR MANAGEMENT COMMITTEE

30.01 The City and Union acknowledge that ongoing dialogue is beneficial. The parties agree to establish a standing committee to deal with issues of mutual concern. The committee shall consist of up to two (2) bargaining unit members and the Union Representative or a designee, and up to three (3) City representatives, to be chosen by the City Manager. Either party can require a meeting of the Labor Management Committee and failure to meet shall not be deemed an Unfair Labor Practice or a matter subject to the grievance procedure.

30.02 The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable

issues unless both Parties so agree. The Committee shall establish its own rules of procedure and time and place of meetings.

ARTICLE 31 – WESTERN CONFERENCE OF TEAMSTERS PENSION

The City and the Union agree to reopen negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for the employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan), but solely if at least seventy five percent (75%) of the bargaining unit members first vote in favor of participation in the Plan. A vote may be taken no more frequently than once per calendar year during the contract term. Said vote shall be by secret ballot so that the anonymity of the vote of each member is assured. For purposes of determining reaching the seventy five percent (75%) affirmative vote level, percentages shall be rounded up (e.g., 74.1 % shall be a 75% vote for this purpose). The City agrees to divert from wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or Plan's Trust. Provided, the request to change the amount shall occur no less than once per calendar year, and the notice of change must be given thirty (30) days before the payroll date from which the deduction is to occur. The indemnity provisions of Article 3, Section 3.05 shall also apply to this Article 31.

ARTICLE 32 - SUPERVISOR POSITION

- A. The City's position is that Employees that meet the PERC definition of a "supervisor" should not be in the same bargaining unit as the employees that they supervise but should be in a bargaining unit that includes only supervisors. The current job description, and the actual duties performed by the Public Works Superintendent would meet the PERC definition of a supervisor. However, at this time, there are no supervisor bargaining units in the City, and there is only one "supervisor" in this bargaining unit. The City timely raised the issue to have the supervisor removed from the unit, but the City and Union have agreed that position shall remain in the unit, subject to the provisions of this Article.
- B. So long as the employee currently in the Public Works Superintendent position remains a City Employee in that position, the position shall remain in the bargaining unit. If the Public Works Superintendent position should become vacant during the contract term the Public Works Superintendent position shall be removed from the bargaining unit.

ARTICLE 33 - UNION VISITATION

Authorized representatives of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives' activities will be directly related to investigating matters relating to this agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs. Upon request, the Union shall

furnish the Human Resources Director with an up-to-date list of authorized Union representatives or stewards.

ARTICLE 34 - RELEASE TIME FOR UNION BUSINESS

With thirty (30) days' notice, unless agreed otherwise a bargaining unit employee may be granted a leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) months, provided the employee's time off will not interfere with the operating needs of the City. The decision by the Employer to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons. The returning employee will be employed in a position in the same job classification.

ARTICLE 35 – DISCLOSURE OF PERSONNEL FILE INFORMATION

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 ten (10) calendar days in advance of the intended release date if these documents contain information to be released that the City reasonably believes is arguably exempt from disclosure.

ARTICLE 36 – COMMERCIAL DRIVERS LICENSE

36.01 The City will pay up to two thousand dollars (\$2,000.00) towards the cost of CDL training for bargaining unit employees annually who choose to acquire a Commercial Driver's License. The employee will pay any additional costs associate with the training above two thousand dollars (\$2,000.00).

36.02 The City will arrange for onsite CDL training, if practicable. Employees will complete such training on City time. Overtime should be avoided. If training falls on the employee's scheduled day off, the employee's schedule will be temporarily changed to provide another day off during the work week. A maximum of two (2) employees may receive onsite, City-paid training in any given calendar year. The opportunity to bid for training will be by seniority. Once the employee has received CDL training, the City will not pay for any additional round(s) of CDL training.

36.03 The employee will pay the cost of any co-payment required by the employee's insurance company for a CDL physical examination. The City will pay the cost of all required Department of Transportation Physicals as required for CDL compliance per CDL license renewal.

36.04 The employee will pay the cost of the written examinations and driving tests for the required license and endorsements. Upon passing the exam, the City will reimburse the cost of one (1) written and one (1) driving test. Further, the City will provide or pay the costs

to provide a vehicle appropriate for the employee to take the driving tests.

36.05 The employee will pay the initial CDL license fee and the fees for any other required endorsements and related testing. The City will pay for subsequent renewals.

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

36.07 Employees are responsible for:

- 1) Passing the knowledge test;
- 2) Passing the skills test;
- 3) Passing the physical examination, which includes urinalysis; and
- 4) Maintaining their license and endorsements.

36.08 In the event the employee should voluntarily terminate their employment with the City prior to two (2) years from the date of completing the training, the employee shall repay the City a pro-rated share of the costs of licensure per the following schedule:

Voluntarily Separate after XX Months of Licensure	Pro Rate Share of Licensure Cost Owed
0-6 Months	100%
7-12 Months	75%
13-18 Months	50%
19-24 Months	25%

**CITY OF FIFE
PUBLIC WORKS DEPARTMENT**



DEREK MATHESON
City Manager

1/13/23
Date

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



JOHN SCEARCY
Secretary-Treasurer

1-10-23
Date

EXHIBIT A – PART 1 (WAGES)

	A	B	C	D	E	F	G
Title	0-6 Months	7-18 Months	19-30 Months	31-42 Months	43-54 Months	55-66 Months	67+ Months
PW Superintendent	\$8,384.83	\$8,510.60	\$8,638.26	\$8,767.84	\$8,899.35	\$9,032.84	\$9,168.34
Lead Mechanic	\$7,831.65	\$7,949.12	\$8,068.36	\$8,189.39	\$8,312.23	\$8,436.91	\$8,563.46
Mechanic	\$7,170.85	\$7,278.41	\$7,387.59	\$7,498.40	\$7,610.88	\$7,725.04	\$7,840.92
Sr. Maint. Lead	\$7,831.65	\$7,949.12	\$8,068.36	\$8,189.39	\$8,312.23	\$8,436.91	\$8,563.46
Maint. Lead	\$7,170.85	\$7,278.41	\$7,387.59	\$7,498.40	\$7,610.88	\$7,725.04	\$7,840.92
Sr. Maint. Tech	\$6,377.32	\$6,472.98	\$6,570.07	\$6,668.63	\$6,768.65	\$6,870.18	\$6,973.24
Sr. Water Quality Spec.	\$7,622.63	\$7,736.97	\$7,853.03	\$7,970.82	\$8,090.38	\$8,211.74	\$8,334.92
Water Quality Spec.	\$6,827.62	\$6,930.04	\$7,033.99	\$7,139.50	\$7,246.59	\$7,355.29	\$7,465.62
Maint. Tech	\$5,735.62	\$5,821.66	\$5,908.98	\$5,997.62	\$6,087.58	\$6,178.89	\$6,271.58
Laborer	\$5,079.54	\$5,155.73	\$5,233.07	\$5,311.56	\$5,391.24	\$5,472.10	\$5,554.19
Laborer 1	\$5,228.42	\$5,306.85	\$5,386.45	\$5,467.25	\$5,549.26	\$5,632.50	\$5,716.99
Laborer 2	\$5,383.93	\$5,464.69	\$5,546.66	\$5,629.86	\$5,714.31	\$5,800.02	\$5,887.02
Drainage Specialist	\$5,653.13	\$5,737.92	\$5,823.99	\$5,911.35	\$6,000.02	\$6,090.02	\$6,181.37

*After eighteen (18) months of full-time employment as a Laborer, with satisfactory performance, as determined by the Public Works Director, and possessing and maintaining a valid WDL Class B CDL, with tanker endorsement and no airbrake restrictions an employee in the Laborer classification will be entitled to a three percent (3%) base salary incentive pay increase for as long as such license is retained and kept valid, and performance remains satisfactory. The incentive pay shall cease in the month following the loss of certification and/or unsatisfactory performance and shall resume the month following recertification and/or satisfactory performance, as the case may be.

**After thirty-six (36) months of full-time employment as a Laborer, continued compliance with all Step 1 requirements, and obtaining two of the three certifications listed below, an employee in the Laborer classification shall receive an additional three percent (3%) base salary incentive pay increase for as long as such certification are retained and kept valid, and performance

remains satisfactory. The incentive pay shall cease in the month following the loss of a required certification and/or unsatisfactory performance and shall resume the month following recertification and/or satisfactory performance, as the case may be.

1. Water distribution Manager Level 1 or higher issued by the WSDOH;
2. Wastewater Collection Specialist Level 1 or higher issued by WWCPA;
3. Signs & Markings Specialist Level 1 or higher issued by IMSA; or
4. Certified Erosion & Sediment Control Certification (CESCL).

APPLICATION OF EXHIBIT A – PART 1

In applying the foregoing salary structure set forth above in this Exhibit A – Part 1, the City and the Teamsters further agree that:

1. Each "Step" refers to an employee's "time in grade." "Time in grade" means the employee's respective length of service in their respective position, and not the employee's overall length of service with the City.
2. If an employee receives a promotion, they shall be placed at Step A for the subject position. However, if this would not result in a raise for the employee, then they shall be placed at the first Step which gives them a base wage increase.
3. The City may hire new employees and place them above Step A for their respective position if the City determines, in its sole discretion that it is appropriate to do so.

EXHIBIT A – PART 2 (SET-UP PAY)

A bargaining unit employee shall be entitled to additional compensation when they are serving as acting Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Lead, Maintenance Lead, or Sr. Water Quality Specialist in the absence of the Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Lead, Maintenance Lead, or Sr. Water Quality Specialist (as applicable) if both of the following two conditions are met:

1. They will serve as acting Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Lead, Maintenance Lead, or Sr. Water Quality Specialist for four or more consecutive workdays.
2. They are requested, in writing, to perform those duties by the Department Director or their designee, and the request is approved by the City Manager.

A Laborer set-up as Lead: An Employee who is in charge of a grounds crew made up of two (2) or more temporary seasonal employees will receive set-up pay for a period not to exceed six (6) months. A Laborer set up as "Lead" will receive set-up pay for each workday they are assigned Lead responsibilities.

A workday is defined as a day that the Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Lead, Maintenance Lead, or Sr. Water Quality Specialist normally reports to work for a full shift. For the purpose of set-up pay, "workdays" do not include holidays or weekends. If the employee is serving as acting Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Lead, Maintenance Lead, or Sr. Water Quality Specialist on the day before and the day after a holiday or weekend, those workdays shall be considered "consecutive" for set-up pay purposes. The set-up pay shall be equal to ten percent (10%) of the bargaining unit employee's base wage in effect at the time they serve in an acting position defined above in this section.

EXHIBIT A – PART 3 (LONGEVITY PAY)

Bargaining Unit employees shall receive longevity premiums in recognition of their service to the City based on their total number of years of service to the City (including bargaining unit and non-bargaining unit positions). Longevity premiums shall be applied to employees' base pay for all hours compensated on the following schedule:

Upon completion of:

Ten (10) Years	Three percent (3%)
Fifteen (15) Years	Three percent (3%), for a total of six percent (6%)

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.