

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 KENT

Term of Agreement

January 1, 2023 – December 31, 2025

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, 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 and/or request a withdrawal by contacting the office at (206) 441-4860.

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PREAMBLE

This Agreement is between the City of Kent (hereinafter called the City) and the Teamsters Local Union #117, affiliated with the International Brotherhood of Teamsters, (hereinafter called the Union), collectively herein referred to as the Parties for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the exclusive collective bargaining representative. Furthermore, the City and the Union agree that the efficient and uninterrupted performance of municipal functions, the establishment of fair and reasonable compensation, benefits, working conditions and job security for employees of the City is a primary purpose of this Agreement.

This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its unionized employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences are intended to contribute to the continuation of good employee relations, to provide an environment where the City's municipal values are practiced, and to be in all respects in the public's interest.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1 Union Recognition

The City hereby recognizes the Union as the exclusive bargaining representative for all work performed by benefitted full-time, benefitted part-time, term limited, seasonal, limited hour, and variable hour employees, who work for the City of Kent in the following department/divisions: public works operations, parks maintenance, golf maintenance, facility maintenance, and housing and human services, and finance customer service, and whose positions are allocated to classifications listed on Appendix "B".

Limited hour, seasonal, and variable hour employees shall be recognized as bargaining unit members and are supplementary to the regular work force and shall not be used to undermine the integrity of the bargaining unit. Limited hour, seasonal, and variable hour employees shall be provided the opportunity to apply for bargaining unit job opportunities as defined in Section 3.8. Limited hour, seasonal, and variable hour employees are eligible for participation in the PERS system as provided by state law.

Section 1.2 Definitions

A. Benefitted Employees:

1. Full-Time Employee: An employee hired by the City to work forty (40) or more hours per work week on a continuous basis. Full-time employees shall be entitled to all provisions of this agreement.
 2. Part-Time Employee: An employee hired by the City to work a minimum of thirty (30) hours but less than forty (40) hours per work week on a continuous basis with a weekly set scheduled. Part-time employee may work forty (40) or more hours per work week on occasion based on an operational necessity. Leave benefits shall be prorated in accordance with the percentage of full-time hours compensated. Part-time employees shall be entitled all other provisions of this agreement.
 - a. Grandfathered - Part-Time Employees: An employee who was hired on or before December 31, 2013 to work a minimum of twenty one (21) hours but less than thirty (30) per work week on a continuous basis. Grandfathered part-time employees may work more hours per work week on occasion based on an operational necessity. If a grandfathered part-time employee transfers to another position within the City or the incumbent severs employment with the City the position will no longer be grandfathered. The vacated position's hours must be increased to a minimum of thirty (30) hours per week in order to retain benefits.
 3. Term Limited Employee: An employee who is hired by the City to work thirty (30) or more hours per week, not to exceed a two (2) year term without the Human Resources Director's approval but in no circumstance will exceed a four (4) year term. Term limited employee's body of work has a clearly identifiable end that is naturally concluding rather than open-ended or ongoing. Term limited employees shall be entitled all other provisions of this agreement.
- B. Non-Benefited Employees: Non-benefited employees shall not exceed 60,000 hours per calendar year.
1. Seasonal Employee: An employee who is hired by the City to work thirty (30) or more hours per week for a period of time not to exceed six (6) months. The term of employment for a seasonal employee initiates in the month in which they are hired. For example, if a seasonal employee is hired on April 1st or 31st, the month of April shall count as one month of employment. The necessity of the employee and the body of work to be performed is dictated by a "season". The work will have predictable periods of activity and inactivity. Seasonal employees are considered at-will employees and can be disciplined and terminated without cause and cannot use the procedures under Article 8 to grieve or otherwise appeal a discipline or a job separation of any kind. Seasonal employees shall not

be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, seasonal employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.

Employees hired in this classification must have a minimum of twenty-six (26) weeks/six (6) months of separation from City employment prior to being eligible to be hired back into a temporary non-benefited position by the city. The six (6) months of separation shall start on the 1st of the month following the employee's separation date.

The parties agree that seasonal employees are entry level employees who are employed to assist and work under the direction of classifications outlined in Appendix A.

2. Variable Hour Employee: An employee who is employed by the City to work a fluctuating or intermittent schedule. The hours worked by variable employees shall not exceed one thousand four hundred (1,400) hours in any calendar year. Variable employees shall not be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, variable hour employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.
3. Limited Hour Employee: An employee hired by the City to work up to thirty (30) hours per week on average (excluding employees referenced in 1.2.B.1), but less than one thousand five hundred sixty (1,560) hours in a calendar year. Limited Hour employees shall not be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, Limited Hour employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.

Section 1.3 Dispute Resolution

Any dispute arising in the future as to the inclusion or exclusion of a position from the bargaining unit will be presented to the Public Employment Relations Commission (PERC) for determination.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

Section 2.1 Mandatory Options - Union Membership

All employees of the City covered by this Agreement who are members of the Union on or after the effective date of this Agreement shall have the right to become members of the Union.

The City agrees to submit to the Union, an employee register of the bargaining unit

employees. The register shall be submitted to the Union within 3 working days of the 15th of each month.

Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.

Section 2.2 Dues Deduction

The City agrees to deduct from the paycheck of each employee who is covered by this collective bargaining agreement and who has so authorized it, the monthly dues uniformly required of members of the Union, initiation fees and assessments. The amount shall be deducted semi-monthly and shall be transmitted monthly to the Union on behalf of the employees involved. If dues are not deducted in one (1) month for any reason, they shall be deducted after acceptable payment arrangements have been made with the Union.

Authorization by the employee shall be on a form approved by the parties hereto. An employee may cancel their payroll deduction of dues or fees 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 on the second payroll after receipt of the notice from the Union. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.

No portion of the fund collected by the union under this provision shall be used for support of political purposes in Kent. The Union agrees to defend, indemnify and hold the City harmless from and against any and all claims, suits, damages, orders and other judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article, unless a dispute arises as a result of an error committed by the City.

Section 2.3 List of Employees Furnished by Union

The Union will furnish to the City before the first day of each month a list of the employees for whom dues shall be withheld.

Section 2.4 Union Refund to Employer

The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

Section 2.5 Payroll Deduction for DRIVE

The City shall, upon receipt of a written authorization form that conforms to legal

requirements and upon a minimum of 20 participating employees, deduct from the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union, in accordance with the below instructions. The Union does not intend for the administration of this deduction to be overly burdensome to the City.

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

ARTICLE 3 – SENIORITY

Section 3.1 Seniority Definition

- A. Seniority shall, for the purposes of longevity pay and leave accruals, be defined as an employee's length of continuous service as a benefitted employee with the City, less any adjustments due to layoffs or for approved leaves of absence without pay.
- B. Seniority shall, for the purposes of layoff and recall, be defined as an employee's length of continuous service as a benefitted employee within the bargaining unit, less any adjustments due to layoffs or for approved leaves of absence without pay.
- C. Seniority shall, for all other purposes of this Agreement, be defined as an employee's length of continuous service as a benefitted employee within their respective division (reports to the same Superintendent/Manager), less any adjustments for approved leaves of absence without pay. If a reorganization occurs, the parties shall meet and confer regarding any impacts to divisional seniority from that reorganization.
- D. Seniority Tie-Breaking. Employees hired on the same date will have their seniority order assigned as follows:

1. Length of service in non-benefitted positions will be used as an initial seniority tiebreaker when applicable.
2. In the event that the above is not applicable, employees' seniority shall be determined by the last four (4) digits of the employees' Social Security Number. The employee with the highest number being senior.

Section 3.2 Probationary Period

- A. New Hires: All benefitted employees as defined in Section 1.2.A.1, and Section 1.2.A.2 shall serve a new hire probation period of twelve (12) months. Probationary employees shall not be subject to the just cause, grievance, and arbitration provisions of this agreement, except as provided in Article 8; however, they are subject to all other terms, conditions and benefits of this agreement. New hires shall not accrue seniority until completion of their new hire probation period, at which time their seniority will be retroactive to the date of employment as benefitted employees. New hires will be eligible for a step increase upon completion of twelve (12) months of probation provided they receive a satisfactory performance evaluation during the twelve (12) month probationary evaluation period.
- B. Promoted Employees: All benefitted employees within the Parks Division who are promoted to a higher classification shall be considered special trial employees and must successfully complete a three (3) month special trial period before being permanently appointed to the new position/classification. All other benefitted employees who are promoted to a higher classification shall be considered special trial employees and must successfully complete a six (6) month trial period before being permanently appointed to the new position/classification. For the purpose of this agreement, special trial employees who are employed as benefitted non-new hire trial employees (employees who have passed their new hire probation period) shall be considered as and entitled to all benefits of non-trial employees of the bargaining unit.
- If either the special trial employee or the City determines that the employee either does not want to continue in the new position or has failed to demonstrate that they can completely and satisfactorily perform the job within the special trial period, the deciding party shall provide written notification to the other party of such decision. The employee shall then revert back to their former position or to a vacant job classification equal to their former position where they meet the required knowledge, skills and abilities by providing written notice to the former position's superintendent/manager.
- C. Termination: Probation employees may be terminated without just cause and without recourse to the grievance procedure.

Section 3.3 Seniority Cancellation

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

- A. The employee resigns;
- B. The employee is discharged;
- C. The employee retires;
- D. The employee is laid off for a continuous period of twelve (12) months or more;
- E. The employee fails to return to work subsequent to and in accordance with the terms of an approved leave; or
- F. The employee fails to return to work from layoff on the date specified by the City in a recall notice delivered to the employee or mailed to the employee's last known address on file with the City, providing such notice grants the employee five (5) working days advance notice to report.

Section 3.4 Layoff/Personnel Reduction

- A. The City shall determine when layoffs or personnel reductions are necessary and the classifications in each division to be laid off or reduced.
- B. Employees in a division affected by layoffs shall be laid off in the reverse order of seniority as defined in Section 3.1.B Seniority Definition, and Section 3.2.A Probationary period.

In the event of a reduction in the number of positions in a higher classification within the same division, affected employees in that division shall be reduced in the reverse order of the employee's length of continuous service as a benefitted employee in that classification. Time spent in higher bargaining unit classifications(s) shall be included in the employee's lower classification's seniority. An employee may transfer their classification seniority within their division, resulting in the least senior employee within that classification being bumped. Then the least senior employee in that classification will bump to the next lower classification within the employee's division in which the employee has the necessary seniority and qualifications for the job. The employee may elect to accept a layoff in lieu of bumping. Employees choosing not to bump shall be considered laid off and afforded all benefits and rights accordingly. Employee shall have three (3) working days (Monday through Friday, excluding holidays) from receipt of written "Layoff Notice" to select their bumping option, if they have any, or to accept a layoff in lieu of bumping. Employees having bumping rights due to a more senior employee's choice not to "bump" shall have three (3) working days (Monday through Friday, excluding holidays) from written notification of these bumping options to make their selection.

- C. Where an employee has no option to bump to another benefitted position within the division, the employee may bump into a temporary position. Accepting any temporary position within the City shall not disqualify an employee for recall. Employees that are laid off from a benefitted position shall receive severance and shall be eligible for recall even if they accept a temporary position.
- D. Layoff and bumping shall not result in a promotion for any employee.
- E. The City reserves the right to retain qualified employees in vital positions if the position's unique skills or certification requirements are needed to meet the City's legal responsibilities or to serve the public's interest. Such vitally positioned employees shall be exempt from the seniority layoff or personnel reduction. Management shall determine which positions are considered vital to City operations. The City shall provide the Union with a listing of positions that have been identified as vital to include the justification for the decision. This listing shall be provided to the Union prior to implementing layoffs.

When more than one (1) employee has the same seniority, as defined in Section 3.1 Seniority Definition, for layoff/personnel reduction, each employee's cumulative service with the City of Kent (including service outside of the bargaining unit and as a temporary), shall be considered in determining the order of layoff/reduction.

- F. When issues/complications arise relating to layoff/reduction procedures, the parties agree to meet in Labor Management to discuss the details.
- G. Within a division, all seasonal, variable hour, temporary limited term and non-benefitted part-time employees shall be separated prior to any benefitted full-time or benefitted part-time employee being laid off. The City further agrees not to hire within a division any seasonal, variable hour, temporary limited term and non-benefitted part-time employees while a benefitted employee is on the lay-off list in that division.
- H. Employees who accept a voluntary demotion in place of layoff shall have recall rights, per Section 3.6, for the position from which they voluntarily demoted.

Section 3.5 Transfer of Seniority

An employee with established seniority who is laid off may transfer their seniority to another department/division within the bargaining unit in which that employee successfully completed probation and worked for twelve (12) months or more. To accomplish this, the employee must demonstrate that they possess the appropriate certifications and licenses and can perform the work without additional training. It shall be the responsibility of the employee to maintain such licenses and certifications. Requests for transfer must be made to the Human Resources Department in writing

within three (3) calendar days of the layoff notice.

The City will pay the cost of maintaining the required licenses and certifications for the last benefitted position held in the bargaining unit by the employee. Such costs shall include the actual cost of renewing the license or certification and the cost of registration for required training to maintain the license or certification. All other expenses shall be the responsibility of the employee. In addition, the employee must use their own time to attend any required training in order to maintain such licenses and certifications. Maintenance of such licenses and certifications by the employee shall be voluntary. However, if the employee allows their license or certification to lapse the City shall have no further obligation under this section.

Section 3.6 Recall

The City shall recall laid off employees for bargaining unit vacancies of equivalent or lower level classification within the division from which the employees were laid off or reduced. The vacancy shall be filled by the most senior employee, as defined in Section 3.1 Seniority Definition, so long as the employee meets the qualifications of the vacant position. The recalled employee shall be notified in writing, via U.S. certified mail or electronic mail, to the employee's last known address or email on file with the City, and shall be provided at least five (5) working days advance notice to report back to work. Upon the employee's return to work, the employee must meet the qualifications for the job within the same timeframe that a new hire would be required to meet for the vacant position. If the laid off employee(s) have not maintained or fails to obtain the qualifications for the position as required of a new hire, the City reserves its right to fill the vacant position in accordance with the provisions of Section 3.8 Job Openings.

Refusal to accept or acceptance of a benefitted position offered by the City within the five (5) working days' notice during the eighteen (18) month period following layoff shall terminate the employee's recall rights.

Employees bumping into temporary Teamster positions shall also have recall rights for eighteen (18) months from the date of layoff.

Section 3.7 Transfer to Different Position

The City may not transfer an employee to a different position at any time either temporarily or permanently, without mutual agreement.

In addition, the City may offer lateral transfers to eligible employees within a division (reporting to a specific superintendent/manager). Where knowledge, skills, abilities, work experience, and performance are equal, as determined by the City, the position will be awarded on the basis of seniority.

Section 3.8 Job Openings

If a job opening occurs within the bargaining unit, the City shall first post the position internally for all active City employees. Laid off employees shall be considered "active" for purposes of internal job postings for up to eighteen (18) months from layoff date. Laid off employees will be responsible to check on open job postings. All openings shall be posted internally at least five (5) work days via City email, prior to posting the job to outside applicants. The City agrees to provide working computers that are easily accessible by the members. Time and use of City computers is subject to work unit expectations set by the superintendent/manager.

Upon closing a job posting, the City may establish an eligibility list for each job opening within a division. Such eligibility lists shall be established by classification within a division (i.e. Maintenance Work 3, Golf Course). The City may hire from an eligibility list for a period not to exceed twelve (12) months.

Where qualifications, skills, abilities and work history of the finalists are equal, as determined by the City, preference shall be given to the bargaining unit employee.

ARTICLE 4 – LABOR MANAGEMENT COMMITTEE

The City and the Union agree continuing cooperation between labor and management is important, and further, from time to time suggestions and complaints of a general nature affecting the Union and the City need consideration. To accomplish this end, the City and the Union agree that duly authorized representatives of the Union may be called upon to function as one-half of a Labor Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee may meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The Parties agree that the Labor Management committee cannot alter the terms and conditions of this agreement.

ARTICLE 5 - HOURS OF WORK

Section 5.1 Work Schedules

The City recognizes the following work schedules for employees within the bargaining unit; exclusive of their meal periods.

9/80's: A 9/80's schedule spans a two week period and the schedule is determined by the day of the week chosen as the flex day (i.e. Monday or Friday). The following is an example of a 9/80's schedule with every other Friday off:

The First week consists of four consecutive nine (9) hour work days, followed by one

eight (8) hour work day followed by two consecutive days off. The second week consists of four (4) consecutive nine (9) hour days followed by three (3) consecutive days off.

5/8's: Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.

4/10's: Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

4/9's + 4: Four (4) consecutive nine (9) hour days followed by one four (4) hour day, followed by two (2) consecutive days off; or one four (4) hour day followed by four (4) consecutive nine (9) hour days followed by two (2) consecutive days off.

The parties recognize that the majority of employees in Public Works Operations work the 9/80's work schedule; Parks Operations uses a variety of the above schedules; Finance Meter Readers work the 5/8 schedule; and a majority of employees at the Golf Course utilize the 4/9's+4 schedule. The parties agree that these schedules will continue for the duration of this Agreement, except that, the City reserves the right, with thirty (30) calendar days written notice, to revert to one of the work schedules listed above if issues of safety or operational need arise.

Section 5.2 Shift Start and End Times

The City will establish regular start and end times for shifts based on the work schedules outlined in Section 5.1. Each work schedule may have a variety of start and end times based on operational need and may be adjusted seasonally for safety purposes. The City reserves the right, with fourteen (14) calendar days' notice, to adjust the start and/or end time of a shift. The fourteen (14) day notice period may be waived by mutual agreement of the City and the Union.

Section 5.3 Overtime

Overtime shall be paid at the rate of one and one-half (1½) the employee's regular straight-time hourly rate of pay. In computing overtime, the nearest one-quarter (1/4) hour shall be used. All overtime work must be pre-authorized by the employee's superintendent/manager and/or the division designee. Employees are eligible for overtime compensation in accordance with the following:

- A. Benefitted full-time employees may accrue overtime for all authorized hours worked in excess of their regular scheduled workday (minimum of eight (8) hours per workday), or forty (40) hours in a workweek, whichever comes first.
- B. Benefitted part-time employees may accrue overtime for all authorized hours worked in excess of their regular scheduled workday (minimum of eight (8) hours per workday), or forty (40) hours in a workweek, whichever comes first.

- C. Temporary employees may accrue overtime for all authorized hours worked in excess of forty (40) hours in a workweek. However, during a week in which there is a City observed holiday, temporary employees who work in excess of their scheduled workday (minimum of eight (8) hours per workday) shall be paid at the overtime rate for the excess hour(s) worked.
- D. Bidding and mandating of overtime shall be in accordance with Appendix "C" of this agreement.

Section 5.4 Compensatory Time

Compensatory time may be requested by members of the bargaining unit in lieu of cash. Such compensatory time, if approved by the City, shall be earned at the rate of time and one-half. The amount of compensatory time allowed to be accrued by bargaining unit members shall be one hundred (100) hours. All hours above one hundred (100) must be paid unless special approval is received. Requests for approval will be filed with the superintendent/manager or designee who will then route to the Human Resources Director for final approval. If approval is denied at first step, the employee can appeal the decision to the Department Director. All approvals at the department level will then be routed to the Human Resources Director for final approval. In no event shall accumulated compensatory time exceed one hundred fifty (150) hours.

Accrued compensatory time off may be used by members of the bargaining unit in not less than one (1) hour increment. Employees who wish to take one (1) full shift or less of compensatory time off must receive pre-approval for such leave use from the supervisor. Employees who wish to take more than one (1) full shift of compensatory time off must provide a minimum of three (3) working days' notice of their intent to use compensatory time and receive pre-approval from their superintendent/manager or field supervisor for such leave use. This notice requirement does not prohibit the superintendent/manager or field supervisor from allowing employees to use compensatory time off with less notice as staffing levels permit. The City will make every effort to accommodate requests for use of compensatory time, unless such request would unduly disrupt the employer's operation or would result in the City having to withdraw previously approved vacation leave request from a co-worker in the same work section/unit.

Employees may request a cash out of their accumulated compensatory time twice a year by making a written request to their division manager no later than June 15th for payment in July and November 15th for payment in December.

Section 5.5 Schedule Changes - Notice

In the event the City decides to change the employee's work schedule, the City agrees to provide a fourteen (14) calendar days' notice prior to the effective date of such

change, except for emergency situations which make it impractical to give such notice. Schedule changes may also be made with less than fourteen (14) calendar days' notice if such change is mutually agreeable between employee and management. The City will not adjust work schedules by making short term schedule changes, defined as changes of less than five (5) consecutive working days, solely for the purpose of avoiding payment of overtime.

Section 5.6 Meals and Rest Periods

Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall receive an additional fifteen (15) minute rest break for every two (2) hour period after the first eight (8) hours of their workday. Employees working twelve (12) hours may elect to combine their two (2) additional break periods into one (1) thirty (30) minute rest break. Employees may not forego taking their rest breaks without pre-approval from their superintendent/manager or designee. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks. Rest breaks will generally be taken near the work site where an employee is designated. Employees shall not forego a lunch period or utilize rest breaks to arrive late or leave early.

Employees shall be granted an unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour during each work shift, unless otherwise established by mutual agreement between the superintendent/manager and the employee. The City shall make a reasonable effort to assign employees their meal period at the mid-point of the shift or at the fifth (5th) consecutive hour of work and shall make a reasonable effort not to interrupt the employee's meal period. However, if the meal period is interrupted the Employee will be paid for their entire meal period. Employees may not forgo their meal period without prior approval of their superintendent/manager or designee. Employees authorized to forgo their meal period shall be compensated for all hours worked and shall be paid time and one half for their meal period. Management retains the right to determine the rest and meal periods.

Section 5.7 Call Back

Employees who are required to return to work as the result of a call-back prior to 9:00 pm shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they are called back, exclusive of travel time. This provision applies only when such call back results in hours worked which are not annexed consecutively to one end or the other of the working day.

Employees called back to work on a recognized holiday shall receive four (4) hours pay at the overtime rate for each call back, exclusive of travel time.

Employees who are required to return to work as the result of a call-back after 9:00 pm

shall receive a minimum of four (4) hours pay at the overtime rate for the work for which they are called back, exclusive of travel time.

If an employee is called back to work prior to 9:00 pm after having returned home from a previous call back, an additional three (3) hours work at the overtime rate shall be paid, exclusive of travel time. If an employee is called back to work after 9:00 pm after having returned home from a previous call back, an additional four (4) hours work at the overtime rate shall be paid, exclusive of travel time.

Example 1: an employee gets called back to work from 6:30 pm to 8:00 pm, and then gets called back at 8:30 pm, they would receive 3 hours overtime for the first callback and 3 hours overtime for second callback.

Example 2: an employee gets called back to work from 6:30 pm to 8:00 pm, and then gets called back at 9:30 pm, they would receive 3 hours overtime for the first callback and 4 hours overtime for second callback.

The City reserves the right to retain the employee at the work site on a call back when notified in advance or during an emergency.

Section 5.8 Phone Calls/Work at Home

If an employee, who is not on standby, receives a work-related telephone call outside their normal work schedule and is able to resolve the issue without having to return to work they shall be compensated based on the actual time spent resolving the issue rounded to the nearest thirty (30) minute increment, paid at the overtime rate. Except that calls received between 8pm to 6am, Monday-Friday, or 8pm to 8am on Saturday or Sunday, or a holiday, shall be rounded to the nearest hour increment. Text messages received outside of normal work schedules that require more than de minimis time will be compensated based on actual time rounded to the nearest thirty (30) minute increment.

Employees on standby who receive a work-related telephone call outside their normal work schedule and are able to resolve the issue without having to return to work shall be compensated based on the actual time spent resolving the issue rounded to the nearest thirty (30) minute increment, paid at the overtime rate. Except that calls received between 8pm to 6am, Monday-Friday, or 8pm to 8am on Saturday or Sunday, or a holiday, shall be rounded to the nearest thirty (30) minute increment.

Section 5.9 Mandatory Standby Duty

The City reserves the right to establish a mandatory standby program. Employees on standby shall be required to carry a City issued cell phone and be able to respond immediately to callback situations without restrictions or impairments.

- A. Effective January 1, 2023 employees assigned to mandatory standby shall receive three dollars and forty cents (\$3.40) per hour.
- B. Effective January 1, 2024 employees assigned to mandatory standby shall receive three dollars and fifty cents (\$3.50) per hour.
- C. Effective January 1, 2025 employees assigned to mandatory standby shall receive three dollars and sixty cents (\$3.60) per hour.

Standby periods shall be determined by the City.

Section 5.10 Shift Differential

A week night shift differential pay of sixty cents (\$0.60) per hour will be paid for all hours worked by an employee when a majority of their regularly scheduled shift hours occur before 7:30 AM or after 4:00 PM Monday through Friday.

A weekend shift differential pay of sixty cents (\$0.60) per hour will be paid for all regularly scheduled hours worked on Saturday and Sunday.

Shift differential will not be paid for any time off on leave. Shift differential only applies to benefitted full-time and benefitted part-time employees. There shall be no pyramiding of shift differential pay(s).

In exchange for shift differential pay the Union agrees that the Parks Department may adopt four (4) regular shifts that include one weekend day as a regularly scheduled day of work that are ineligible for weekend shift differential, provided those shifts have two (2) consecutive days off (e.g., Friday and Saturday or Sunday and Monday). Employees who are scheduled to work both weekend days, however, shall receive the weekend shift differential.

Section 5.11 Scheduled Overtime and Emergency Shifts

Employees scheduled to work an overtime shift, who upon arrival to work, or within one (1) hour prior to arrival, are then sent home shall be entitled to the minimum call back provisions as defined in Section 5.7. Employees scheduled to work an overtime shift or an emergency twelve (12) hour shift (e.g., snow storm), who upon arrival to work, or within one (1) hour prior to arrival, are then sent home shall be entitled to five (5) hours pay at the overtime rate.

Section 5.12 Reporting Pay for regular scheduled shifts

A regularly scheduled employee who reports for work on any of his regularly scheduled workdays or nights, and is not put to work, or is prevented from completing his shift through no fault of his own, shall be paid for his regularly scheduled shift. To receive such compensation, an employee must work if requested to. The Employer may assign employees to do other work, except during the periods of normal rest, and the nature of

the other work assigned to the employee shall relate to those duties typically performed and for which the employee is qualified.

Section 5.13 Leave Without Pay

All leave without pay use must be pre-approved by the employee's superintendent/manager or designee. All appropriate leave must be used prior to leave without pay being approved.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1 Representatives of the Union

The Union Representative shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purpose of conducting necessary Union business and investigating grievances, provided such representative does not interfere with the normal work processes. The Union Representative shall notify the Human Resources department and/or appropriate Department Head or their designee prior to visiting City facilities for the purpose of conducting necessary Union business or investigating grievances, except in emergency situations. The Union Representative shall follow local check-in measures established for non-city staff; however, nothing in this article shall prevent the Union Representative from meeting with city employees without management supervision.

Section 6.2 Employee Upholding Union Principles/Performing Duties

The City agrees that the employees covered by this contract shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union, as long as their activities do not interfere with normal work processes of the City. Provided, however, it shall not be a violation of this Agreement or cause for discharge or discipline for any employee to refuse to cross a legal, primary picket line sanctioned by Joint Council of Teamsters No. 28 or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, so long as an employee's refusal to cross such a recognized picket line shall not interfere with the delivery of City services. Whenever possible, in the event of a picket line established at a place of business during a labor dispute, the City will make every effort to utilize non-union personnel to cross picket lines so as not to interfere with the delivery of City services.

Section 6.3 Union Orientation

The City will provide the Union Representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a

new employee orientation provided by the City, or at another time mutually agreed to by the City and the Union Representative.

No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

"Reasonable access" for the purposes of this section means:

- (i) The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit;
- (ii) The access is for no less than thirty (30) minutes; and
- (iii) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the Union Representative.

ARTICLE 7 - DISCIPLINARY ACTION

Section 7.1 Disciplinary Action by the Employer

The City shall not discipline, suspend or discharge an employee without just cause. All notices of discipline and/or suspension and/or discharge, to be considered valid, will be provided, in writing, to the affected employee(s) within twenty (20) calendar days from the date the City became aware of the occurrence of the violation claimed by the City, in cases where an investigation is required the City shall make every effort to issue the disciplinary notice within (20) calendar days of the investigative result. Employees are required to sign the corrective action as an acknowledgement of receipt. Such signature does not constitute acceptance of the corrective action. A copy of such action will be provided to the Union.

Administrative Leave: The Employer reserves the right, should the situation present itself, to place an employee on administrative leave, with pay, for any circumstance when an employee is relieved of duty pending the need for an investigation of alleged misconduct that could lead to corrective action. The Employer shall use its best effort to expedite the investigation/administrative proceedings for all employees on leave.

The City agrees with the principles of progressive discipline as part of the just cause standard. Disciplinary action generally includes the following progressive steps:

1. Oral reprimand, which shall be reduced to writing although not placed in the employee's personnel record;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate

which will be subject to the just cause and the grievance procedure.

The Parties agree that there is a benefit to coaching and counseling sessions between the employee and a supervisor. Coaching and counseling shall not be considered discipline and documentation shall not be placed in employee personnel file.

Section 7.2 Meetings Relative to Discipline

In the event the Employer requires an employee to attend a meeting for purposes of discussing an incident which may lead to suspension, demotion or termination of that employee, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, the employee shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall acknowledge such in writing.

Section 7.3 Disciplinary/Personnel Records

Employee Personnel files are the responsibility of the Human Resources Department. Employee Personnel files are confidential, except to the extent that disclosure is required by law or court order, and shall be accessed only by the following individuals:

- a) Employee;
- b) Employee's supervisor/ department director;
- c) Human Resources Director or designee;
- d) An attorney representing the City of Kent in legal matters as approved by the Human Resources Director; and
- e) Employee's Union Representative upon written authorization from the Employee.

The Human Resources Director is designated guardian of the City's personnel records and bears the responsibility for lost files. Therefore, no personnel file will be allowed to leave the immediate area of the Human Resources Department without authorization of the Human Resources Director. All files will be allowed examination by an authorized individual while in the presence of authorized Human Resources staff.

No materials shall be included in an employee personnel file without the knowledge of the employee and the consent of the Human Resources Director, or designee. Employees may submit letters or documents related to their employment to the Human Resources Director, or designee, to be included in their personnel file. Rebuttals to performance evaluations and disciplinary actions shall be attached and maintained in accordance with the retention schedule for the document related to the specific employment action.

Documentation of disciplinary action shall be maintained in the employee's personnel file in accordance with the following schedule, provided that exceptions to this schedule,

for earlier removal of documentation, may be approved by the Human Resources Director, or designee.

All notices of written reprimand for the purpose of advancing further discipline shall remain in effect for a period of three (3) years from the date of issuance of the corrective action and written reprimands shall be purged from the employee's personnel file after three (3) years from the date of the reprimand upon request of the employee, provided no other similar discipline has subsequently occurred. Purged written reprimands will be kept in an archived file to be maintained as required by the State Archives and Records Management Division.

Suspensions: All notices of suspension shall remain in effect for the purpose of advancing further discipline for a period of four (4) years from the date of issuance of the suspension with the exception of proven harassment resulting in a suspension. Notice of suspension action resulting from harassment will not be purged from an employee file. All other notices of suspensions shall be purged from the employee's personnel file after four (4) from the date of the reprimand upon request of the employee, provided no other similar discipline has subsequently occurred. Purged notice of suspensions will be kept in an archived file to be maintained as required by the State Archives and Records Management Division.

Demotions: Permanent record of the employee's personnel file.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Grievance or Dispute Over Provisions of Agreement

Benefitted employees as defined in Section 1.2.A.1, 1.2.A.2, and 1.2.A.2.a, and who have passed probation as defined in Section 3.2, are subject to Section 8.1.A of this Article.

Limited hour and variable hour employees as defined in Section 1.2.A.3, 1.2.B.2 and 1.2.B.3 are considered at will and are not subject to any part of this Article if they work less than two thousand eighty (2,080) hours. Upon completion of two thousand eighty (2,080) hours, these employees are subject to Section 8.1.B of this Article for "just cause" protections. Employees in these classifications who have worked two thousand eighty (2,080) hours and are promoted to a benefitted classification (as defined in Section 1.2.A.1 and 1.2.A.2), shall continue to be allowed provisions of Section 8.1.B until the employee passes probation as defined in Section 3.2 at which time the employee shall be allowed the process under Section 8.1.A.

Seasonal employees as defined in Section 1.2.B.1 are considered at will and are not subject to any part of this Article.

- A. A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee or group of employees

with respect to a violation of the express provisions of this Agreement. If the parties mutually agree in writing, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in a labor-management forum. If a resolution is not agreed to, the grievance process shall continue.

Grievances shall be resolved in the following manner. Failure to follow the time frames set forth below shall constitute waiver of the grievance.

Step 1. Any Grievance shall be reduced to writing and submitted to the superintendent /division manager or field supervisor (Management) by the employee and/or the Union within ten (10) working days of the occurrence of the alleged incident giving rise to such grievance. The written grievance shall include a statement of the issue, the section(s) of the agreement allegedly violated, facts of the case and remedy sought. Every effort shall be made to resolve all grievances at this level. If resolved, the basis for resolution shall be reduced to writing and signed by the employee and Management.

Step 2. Grievances not settled within ten (10) working days following Step 1, shall then be presented, in writing, by the Union directly to the department director or designee. The department director shall submit a decision, in writing, on the grievance within ten (10) working days from the date the grievance was first. Copies of the decision shall be provided to the employee or employees requesting the grievance decision and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 3. Grievances not resolved at step 2, may be presented in writing by the Union to the Human Resources Director or designee within ten (10) working days of the Step 2 response. The Human Resources Director or designee shall submit a written decision on the grievance within ten (10) working days from receipt to the employee(s) and the Union.

Step 4. In the event the decision reached by the Human Resources Director or designee is unsatisfactory to the parties presenting the grievance, the grievance may, within twenty (20) working days, be submitted to arbitration. The Union and the City shall mutually select an arbiter under Federal Mediation and Conciliation Services listing Washington and Oregon Arbiters. Should the parties fail to identify a mutually-preferred arbiter, the parties will use alternating strikes from a list of no fewer than nine (9) arbiters, with the first strike awarded to the winner of a coin toss.

A. The Arbiter shall render their decision based on interpretation and applications of the provisions of this Agreement. The decision shall be in writing and copies shall be sent to the City and the Union.

- B. The decision of the Arbiter shall be final and binding upon all parties to the grievance, provided the decision does not involve action by the City which is beyond its jurisdiction.
 - C. Neither the Arbiter nor any persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
 - D. All expenses incurred in the arbitration process shall be borne as follows:
 - 1. Expenses incurred by the Union shall be borne by the Union, including its attorneys' fees.
 - 2. Expenses incurred by the City shall be borne by the City, including its attorneys' fees.
 - 3. Expenses or fees of the Arbiter shall be borne equally by the Union and the City.
- B. Grievance process for temporary employees described above.

Step 1. A grievance regarding a punitive action shall be reduced to writing and submitted to the superintendent or division manager by the employee and/or the Union within ten (10) working days of the occurrence of the alleged incident giving rise to such grievance. The written grievance shall include a statement of the issue, the section(s) of the agreement allegedly violated, facts of the case and remedy sought. Every effort shall be made to resolve all grievances at this level. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 2. Grievances not settled within ten (10) working days following Step 1, shall then be presented, in writing, by the Union directly to the department director or designee. The department director shall submit a decision, in writing, on the grievance within ten (10) working days from the date the grievance was first presented. Copies of the decision shall be provided to the employee or employees requesting the grievance decision and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 3. Grievances not resolved at step 2, may be presented in writing by the Union to the Human Resources Director or designee within ten (10) working days of the Step 2 response. The Human Resources Director or designee shall submit a written decision on the grievance within ten (10) working days from receipt to the employee(s) and the Union.

Step 4. In the event the decision reached by the Human Resources Director or

designee is unsatisfactory to the parties presenting the grievance, the grievance may, within ten (10) working days, be submitted to committee comprised of two (2) union members, two (2) employees designated by the City, and a neutral mediator such as one from the Dispute Resolution Center of King County. The committee shall make a determination and the decision of this committee shall be binding.

ARTICLE 9 - WORK STOPPAGES AND EMPLOYER PROTECTION

Section 9.1 Work Stoppages - Defined

The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Action by the Union or any member pursuant to Article 6.2 shall not constitute a breach of this provision.

Section 9.2 Disciplinary Measures by Employer

Any employee who commits any act prohibited in this Article will be subject to the following penalties:

- A. Discharge;
- B. Other disciplinary action as may be applicable to such employee.

ARTICLE 10 - BULLETIN BOARDS

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

Union staff members shall be allowed to send electronic mail notices of a non-controversial nature on the City's system if the notices comply with City's policies governing electronic mail and internet use. The parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the City's equipment interfere with normal operations or service to the public.

Union Stewards may make limited use of the City's telephone, fax machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the City's electronic mail system for communications related to contract administration, provided they comply with City's policies governing electronic

mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public.

ARTICLE 11 - SAFETY AND SANITATION

Section 11.1 Compliance with Safety Codes

All work shall be done in a competent and professional manner, and in accordance with the State of Washington Code and any Federal codes relating to this subject.

Section 11.2 Unsafe Work Conditions

It shall not be considered a violation of this Agreement whereby any employee shall refuse to work with unsafe equipment, or where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonable sanitary condition. However, the employee shall be responsible to immediately report such alleged unsafe working conditions to their supervisor who shall immediately report it to the superintendent/manager.

All employees who are assigned to work on jobs or in areas deemed by the City or other state, federal agency to possibly be dangerous (e.g. spraying) shall be required to wear lawfully designated safety devices and/or equipment designated as necessary for their protection. Such devices and equipment will be furnished by the City. Refusal or failure of any employee to perform the work assigned, to use, or to wear such devices or equipment shall be grounds for appropriate disciplinary action.

Section 11.3 Chemical Applicators Premium

All employees who maintain a Public Pesticide Operator's License in the Maintenance Worker I or II classification shall receive an hourly premium pay of two dollars (\$2.00) per hour for actual time spent spraying, inclusive of immediately adjacent preparation and cleanup time around spraying. The City agrees to pay all costs associated with the maintenance and training required to obtain and maintain a Public Pesticide Operator's License.

Section 11.4 Safety Compliance

All employees covered by this collective bargaining agreement are expected to comply with Washington Industrial Safety and Health Act (WISHA) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to disciplinary action which may include suspension and discharge. No supervisor shall require an employee to go or be in any employment or place of employment, which is not safe according to WISHA standards.

Section 11.5 Immunizations

The City shall provide all benefitted full-time, benefitted part-time and temporary employees in the bargaining unit who have a potential for occupational exposure to blood borne pathogens with an opportunity to receive vaccination as required by the State law and City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Subject only to the limitation expressly stated in this Agreement, the Union recognizes that the City retains the exclusive rights to manage its business including, but not limited to, the right:

- A. To determine the methods and means by which its operations are to be carried on;
- B. To direct the work force and to conduct its operations in a safe and effective manner;
- C. To establish reasonable qualifications for employment and to employ employees;
- D. To schedule and assign work;
- E. To establish work and reasonable productivity standards;
- F. To schedule, assign, and mandate overtime as needed;
- G. To determine the methods, means, organization and number of personnel by which operations are conducted;
- H. To determine whether goods or services are made or purchased;
- I. To determine the utilization of technology;
- J. To evaluate, promote, transfer, assign and retain employees;
- K. To discipline, suspend and discharge employees for just cause;
- L. To carry out the mission of the City; and
- M. To take whatever actions may be necessary to carry out essential City functions in emergency conditions.

Section 12.1 Team Building

The parties agree that during normal business hours management assigned to a specific department covered by this agreement may perform incidental bargaining unit work that is short in nature within their assigned department. The purpose of this section is to foster team building and allow training and is not intended to supplement or supplant bargaining unit work.

However, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 13 - PAY PERIOD

The Employer shall pay all employees twice each month. The City shall pay all

benefitted employees on the tenth (10th) and twenty-fifth (25th) of each month. In the event the tenth (10th) or the twenty-fifth (25th) falls on Saturday, Sunday, or holiday, the pay date shall be the preceding non-holiday, business day. Any employee who is laid off or terminated shall receive all wages and any unused accumulated vacation pay due to them on the next available payday. The City will make every effort to ensure that employees receive their payroll direct deposit or prepaid debit card by 12:00pm (noon) on the designated payday.

Employees who participate in the direct deposit option offered by the City for automatic deposit of paychecks to the banking institution of the employee's choice, it is agreed that the timeliness of having funds available by 12:00pm (noon) of any given payday can no longer be guaranteed by the City due to the possibility of unforeseen banking computer system problems that may arise from time to time. Employees who participate in this program do not have a 12:00pm (noon) guarantee insofar as the banking transfer network system is concerned. It is mutually understood that the City has no control of the timeliness of funds being available once transmitted electronically. However, it is also understood that normal paydays do occur on the 10th and the 25th of each month and that the City makes every effort to initiate the electronic transfer of employee pay one (1) business day prior to each payday to employee accounts.

This change to payroll dates shall take effect no earlier than June of 2023.

Until the change to payroll dates takes effect, pay dates shall be on the 5th and 20th of each month.

ARTICLE 14 - WAGES, CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 14.1 Salary Plan - Adoption

- A. It is agreed that the classifications and rates of pay shall be as set forth in the annual budget, and in accordance with the provisions of this Labor Agreement. Salaries by classification shall be in accordance with Appendix "A" of this Agreement.
- B. The effective date for step increases shall be as follows; for employees hired on the first (1st) of the month through and including the fifteenth (15th) of the month the increase shall occur on the first day of the month of the employee's hire date which becomes the employee's anniversary date for the purposes of step increases.

For employees hired on the sixteenth (16th) through and including the last day of the month the increase shall occur on the first day of the month that follows the month of the employees hire date which becomes the employees' anniversary date for the purposes of step increases.

Section 14.2 Minimum Rates of Pay

Any employee already receiving a higher rate of pay than the minimum set forth in this agreement shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the City.

Section 14.3 Longevity

The following longevity premium pay shall apply:

- | | | |
|----|---------------------------------------|------------------|
| A. | After 5 consecutive years of service | - 1% of base pay |
| B. | After 10 consecutive years of service | - 2% of base pay |
| C. | After 15 consecutive years of service | - 3% of base pay |
| D. | After 20 consecutive years of service | - 5% of base pay |
| E. | After 25 consecutive years of service | - 6% of base pay |

The longevity pay shall be calculated on the base wage of eligible employees; provided, the base pay the employee receives as a result of an acting assignment in accordance with Section 14.5 and City policy will be included in the calculation of longevity pay.

Section 14.4 Reclassification

Reclassification of certain positions may become necessary in order to recognize major changes in functions or responsibilities, or to align salaries within the bargaining unit in order to correct any inconsistencies.

Employees may apply for reclassification if they can demonstrate that there have been significant changes in their job, typically this means that the employee has added higher level or new duties that accounts for fifty percent (50%) or more of the employee's regular duties. Employees petitioning for reclassification consideration will be required to complete a position description questionnaire form. The employee's supervisor and department director will also be required to complete a section of the questionnaire. The questionnaire shall then be forwarded to Human Resources for evaluation. The Union will be copied on Human Resources' conclusion.

Section 14.5 Acting/Out of Classification Pay

- A. Acting pay will be granted when an employee is temporarily assigned in writing by their superintendent/manager or designee to perform at least fifty percent (50%) of the higher level duties of a higher level vacant position within the bargaining unit. Acting pay will not apply for periods less than one (1) full work week and shall not exceed one (1) year. Extensions beyond the one (1) year period may be mutually agreed to between the City and the Union.

- B. Out of Classification pay will be granted when an employee is temporarily assigned in writing by their superintendent/manager or designee to perform at least fifty percent (50%) of the higher level duties of an existing higher level classification within the bargaining unit. Out of class pay will not apply for periods less than one (1) full work week and shall not exceed one (1) year. The City will endeavor to make such temporary assignments at least one (1) week in length. Extensions beyond the one (1) year period may be mutually agreed to between the City and the Union. The employee will be permanently placed in the higher level position after serving twelve (12) consecutive months less any authorized leaves with pay. The City reserves its right to cease or reassign the higher level duties at any time due to budgetary restrictions, employee performance or just cause.

Employees assigned to Acting or to work Out of Classification shall be compensated at a rate which represents a ten percent (10%) increase from their base wage, not to exceed the maximum of the higher range to which they have been assigned.

Employees assigned to Acting or to work Out of Classification to a higher classification of a non-represented position shall be compensated in accordance with City Policy.

All grievances relating to violations of this section of the contract shall be filed at Step 3.

Section 14.6 Field Supervisor

The classification of Field Supervisor will be empowered and held accountable to perform supervisory responsibilities in accordance with the City's policies, procedures, and applicable laws. Responsibilities include, but are not limited to, conducting and assisting in interviews; making recommendations to hire and train employees; planning, assigning, directing, and evaluating work; authorizing leave and hours worked; appraising subordinate work performance; recommending promotions; coaching, counseling and administering discipline; addressing complaints; and resolving miscellaneous personnel issues.

The classification of Field Supervisor is recognized as a separate unit for the purposes of carrying out supervisory responsibilities outlined above. Field Supervisors shall continue to be entitled to all provisions of this agreement.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY - NONDISCRIMINATION

The employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, political affiliation, ancestry, national origin, sexual orientation, marital status, age, sex, gender, gender identity, gender expression, Vietnam era Veteran's status, mental, sensory, or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Sexual

harassment shall be considered discrimination under this Article.

Disciplinary action will be taken against employees who engage in any activity under this Article. The employer agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.

The City and the Union, recognizing the need for equal employment opportunities, do mutually agree to be supportive to the City's Equal Employment Opportunity Policy.

Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 16 - HEALTH CARE AND LIFE INSURANCE

Section 16.1 Medical/Dental/Vision Coverage

The City agrees to provide health care (medical/dental/vision) insurance coverage for all benefitted full-time and benefitted part-time and temporary limited term employees in the bargaining unit. Coverage will also be available for eligible dependents. The employee shall contribute toward the purchase of health care insurance coverage in accordance with the provisions of Section 16.2 of this Agreement.

The following health care plan options will be offered to eligible employees:

1. **Option 1**
Self-insured \$15 co-pay health care plan administered by Premera Blue Cross
Self-insured dental plan administered by Delta Dental of Washington
Self-insured vision plan administered by VSP
2. **Option 2**
HMO medical plan through Kaiser Permanente
Self-insured dental plan administered by Delta Dental of Washington
Self-insured vision plan administered by VSP
3. **Option 3**
Self-insured 80/20% Plan administered by Premera Blue Cross
Self-insured dental plan administered by Delta Dental of Washington
Self-insured vision plan administered by VSP
4. **Option 4**
Self-insured High Deductible Health Plan (HDHP) administered by Premera Blue Cross linked with an employee Health Savings Accounts (HSA)
Self-insured dental plan administered by Washington Dental Service Self-insured vision plan administered by VSP

Employees enrolled in option 2 (HMO Plan), option 3 (80/20 plan) or option 4 (HDHP with HSA plan), may not revert back to option 1 (\$15 Co-Pay plan). However, during the life of the contract the parties may agree to alter the City's \$15 Co-Pay plan to meet the requirements of the Patient Protection and Affordable Care Act. Should the parties agree on a different health plan for this purpose, employees will be able to elect the revised health plan, in addition to option 2, 3, or 4.

New employees may only elect option 2 (HMO plan), option 3 (80/20 plan), or option 4 (HDHP with HSA plan), but not option 1 (\$15 Co-Pay plan). However, during the life of the contract the parties may agree to alter the City's \$15 Co-Pay plan to meet the requirements of the Patient Protection and Affordable Care Act. Should the parties agree on a different health plan for this purpose, new employees will be able to elect the revised health plan, in addition to option 2, 3, or 4.

Health Savings Account (HSA)

The Health Savings account is available to employees enrolled in option 4 (HDHP) and eligible to contribute to an HSA. Effective January 1, 2020, the City will contribute one thousand five hundred dollars (\$1,500.00) (front loaded) to an eligible employee's HSA. The front-loaded amount will be paid no later than the January 20th payroll check.

The City reserves the right to change carriers/administrators based upon comparable benefits and cost-effectiveness of such a change.

Section 16.2 Employee Contribution - Health Care Insurance Coverage

Eligible employees shall have health care insurance coverage available. Employees shall have the option to insure dependents under plans offered, subject to the terms and conditions imposed by the carrier/administrator.

Employees shall pay the following premiums based on options selected:

Option 1

Employees shall pay six percent (6%) of the employee portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium. During the life of the contract, if the parties agree to alter the City's option 1 (\$15 co-pay plan) to meet the requirements of the Patient Protection and Affordable Care Act, employees shall pay six percent (6%) of the employee portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium paid into the employee's health care insurance program for the revised health plan.

Option 2

Employees shall pay six percent (6%) of the employee portion and fourteen percent

(14%) of the dependent(s) portion of the health care insurance premium.

Option 3

Employees shall pay nothing for the employee portion and two percent (2%) of the dependent(s) portion of the health care insurance premium.

Option 4

Employees shall pay nothing for the employee portion and nothing for the dependent(s) portion of the health care insurance premium.

The parties agree to meet prior to the expiration of this agreement to discuss future health care options.

Section 16.3 Life Insurance Coverage

The City shall pay the entire premium of double indemnity life insurance coverage for each eligible employee in the bargaining unit. The City will determine the manner in which insurance coverage is secured.

Section 16.4 Long-Term Disability Insurance (LTD)

The City shall pay the entire premium of a long-term disability plan for each eligible employee in the bargaining unit. The LTD plan shall provide for coverage with a ninety (90) day elimination period, which pays at sixty-six and two thirds percent (66-2/3%) of the monthly base salary stated in the plan document and pays to age sixty five (65) for eligible employees. The City will determine the manner in which insurance coverage is secured.

Section 16.5 Health Care Committee

The Union will designate representative(s) to participate a Health Care Committee, one of which will be the Union Representative or designee, for the purpose of negotiating health care plans and plan design.

The City agrees to provide the Union at least two (2) weeks in advance of the meeting an agenda outlining the topics which will be discussed.

The parties agree this committee shall not have the ability to alter the collective bargaining agreement or change health and welfare plan costs and/or plan design without a vote of the membership.

ARTICLE 17 – PENSION

- A. Pension for employees and contributions to Public Employees' Retirement System (PERS) will be governed by Washington state statute.
- B. Western Conference of Teamsters Pension Trust (WCTPT) - The City shall submit the amount stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its benefitted full-time, benefitted part-time, temporary limited term, variable hour, seasonal and non-benefitted part-time employees who perform the represented work as noted in Section 1.1 of this Agreement.
- Benefitted Full-Time, Benefitted Part-Time Employees: Effective January 1, 2017, employees in these classifications shall suffer a gross wage reduction of one hundred and eight dollars (\$108.00) per pay period. Said reduction shall be imposed regardless of the number of hours compensated.
 - Temporary Limited Term Employees: Employees in this classification shall suffer a gross wage reduction of one hundred and eight dollars (\$108.00) per pay period. Said reduction shall be imposed regardless of the number of hours compensated. There shall be no City paid contribution for employees in this classification.
 - Variable Hour, Seasonal, and Non-Benefitted Part-Time Employees: Employees in these classifications shall suffer a gross wage reduction of nine dollars (\$9.00) per pay period. Such wage reduction shall be imposed as long as the employee is in an active status and regardless of hours worked. There shall be no City paid contribution for employees in these classifications.
 - The parties intend for this agreement to clarify that there shall be no contribution to the Trust for cash outs of vacation, compensatory time, or floating holiday upon separation of employment. The parties do not intend to modify in any way their arrangements concerning eligibility of cash out of vacation, compensatory time, floating holiday, or other such benefits.

ARTICLE 18 - WORKERS COMPENSATION PROGRAM

Employees injured on-duty and qualified for worker's compensation shall be entitled to such benefits through the City's self-funded program as determined by statute and City Policy 6.2 – On-the-Job Injuries and Illnesses. The City will continue medical/dental and life insurance contributions on behalf of the injured employee and dependents, if applicable, as required by State law and City Policy. The employee shall be responsible for their portions of these benefit premiums.

ARTICLE 19 - VOLUNTEER PROGRAMS

The parties agree that volunteer programs can be mutually beneficial to the City, employees, and the citizens of Kent. The parties recognize that volunteerism provides a sense of community involvement and requires a commitment of time and service on behalf of the volunteer. Successful volunteer programs require leadership and coordination with employees. To that end the City is committed to working in partnership with the Union to build successful volunteer programs.

The parties agree that the City shall not lay off employees in the bargaining unit as a result of volunteer programs. The use of volunteers shall not result in a loss of existing overtime opportunities for members of the bargaining unit.

Volunteer programs may require leadership and coordination with City staff. As a result, these opportunities may become available for bargaining unit members as a result of successful volunteer programs.

The parties agree to meet in a labor-management forum to discuss new volunteer programs or work that is beyond the scope of current volunteer programs. Such programs may include, but are not limited to: youth programs, King County work training programs, adopt-a-park, adopt-a-street, adopt-a-spot, internships, community service workers, Communities in Schools and work release (i.e. supervised work crew), natural area stewardship, master gardeners, etc.

Furthermore, the parties agree that should any concerns arise regarding a specific volunteer project those concerns shall be brought to the City's attention immediately and the parties will work collaboratively to address the concerns. If the concerns cannot be resolved at that level the Union may invoke the jurisdiction of a mediator from the Public Relations Commission to mediate the matter.

ARTICLE 20 – HOLIDAYS

Section 20.1. Observed Dates

The following holidays shall be paid holidays for all benefitted employees covered by this Agreement:

Holidays

1. New Year's Day
2. Martin Luther King Day
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. Christmas Day
12. Two (2) Personal Holidays
13. Other holidays proclaimed by the Mayor or City Council

The City shall specify, each year, the date on which the above holidays shall be observed. The holiday will be paid according to the hours regularly scheduled for the employee on that day. (i.e., eight (8) hour scheduled day paid for eight (8) hours, nine (9) hour scheduled day paid for nine (9) hours, ten (10) hour scheduled day paid for ten (10) hours, etc.)

Section 20.2 Overtime Worked on Holidays

Employees required to work a full shift on any of the above observed holidays shall receive pay at the overtime rate. In addition, the employee may choose to receive pay for the holiday or to reschedule, with manager or designee's approval, the use of such holiday to the day before or the day after the original observed holiday. If the employee does not request for the holiday to be rescheduled, the employee shall be paid for the holiday.

All employees required to work on holidays shall receive a minimum of four (4) hours at the employee's overtime rate.

ARTICLE 21 - SICK LEAVE

Section 21.1 Accrual Rate

Benefitted full-time employees will accrue eight (8) hours of sick leave for each continuous month of service.

Benefitted part-time employees' sick leave accrual will be pro-rated based upon the total hours compensated each month.

Sick leave is accrued according to completed months of continuous service with the City. This is calculated from the date of employment (hire date) or rehire, whichever is later. Employees' semi-monthly sick leave credits will be posted on the payday following the accrual of such leave. For benefitted part-time employees, adjustments in sick leave credits will be made the month following the month worked.

Sick leave must be accrued before it can be used. The maximum number of accumulated sick leave hours at any given time is one thousand forty (1,040).

- A. For contract year 2023, and in recognition of the impact of COVID on this unit, all active permanent benefited employees as of January 1, 2023 will be given an additional forty (40) hours of sick leave within two (2) payroll periods after ratification. This is a onetime allotment, and this language will sunset with expiration of this CBA.

Section 21.2 Sick Leave Incentive Program

In order to provide an incentive for using sick leave only as necessary, members of the bargaining unit shall be entitled to incentive pay for maintaining their sick leave balance at the following levels:

<u>Sick Leave Hours</u>	<u>Amount of Cash Incentive</u>
0 - 239	No incentive
240 - 479	8 hours base pay
480 - 719	16 hours base pay
720 - 959	24 hours base pay
960 +	32 hours base pay

Incentive pay would be granted in January of the following year. For purposes of determining eligibility to receive incentive pay an employee must have maintained the 240+, 480+, 720+, or 960+ hour accrual for the entire preceding calendar year. If an employee falls below one of the designated accrual levels they will not be eligible for the corresponding incentive pay.

Section 21.3 Physician's Statement

Employees who are absent for four (4) or more consecutive days due to illness or injury may be required by their superintendent/manager or designee, upon returning to work, to submit to Human Resources a statement from a physician stating the reason for the absence. Human Resources will provide necessary coordination with or information to the employee's superintendent/manager or designee as needed.

Section 21.4 Sick Leave Uses

Sick leave may be used by the employee as permitted under Washington law. When an employee working a 9/80 or 4/10 schedule uses a full day of sick leave, the employee may elect to use compensation time or vacation hours to supplement the difference between the amount of sick hours accrued in a month and the actual hours missed (i.e., nine (9) hour day employee may use eight (8) hours sick leave and one (1) hour of compensation time or vacation time, or ten (10) hour day employee may use eight (8) hours sick leave and two (2) hours of compensation time or vacation time).

Section 21.5 Prompt Notification

Employees incapacitated by illness or injury shall notify the City prior to their scheduled starting time, except where there are extenuating circumstances. Notification shall occur as defined by the employee's workgroup (e.g. text); however, the employee shall not be required to make more than two (2) notifications per day. Failure of notification may result in loss of paid sick leave for that day. The supervisor may not inquire as to the employee's diagnoses or symptoms, but the employee shall indicate that the sick leave is for a family member or themselves and if the sick leave qualifies for protected leave (e.g. Family and Medical Leave Act or FMLA).

When a physician has verified in writing that the employee will be out for a clearly defined period of time, the employee will not be required to contact their supervisor as indicated above. During periods of extended illness, employees shall keep the Human Resources Department informed as to their progress and potential date of return to work. The Human Resources Department will provide necessary information to or coordination with the employee's supervisor as needed.

Section 21.6 Sick Leave Abuse

An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with abuse of sick leave or situations where the employee has prolonged and/or frequent or regular absences, which are not approved as a protected leave (e.g. FMLA) and hinder the performance of the employee's job duties or the efficiency of the department. Corrective action may include a requirement to provide physician's statements to the Human Resources Department. Abuse of sick leave may be grounds for disciplinary action.

Section 21.7 Conditions Not Covered

Employees shall not be eligible for sick leave when:

- A. Suspended or on leave without pay and when laid off or on other non-pay status.
- B. Off work on a holiday.
- C. While on vacation, unless the employee or an immediate family member is admitted to the hospital.

Section 21.8 Light Duty

In the event an employee becomes sick or disabled and cannot perform the major functions of their current position the employer may allow the Teamsters member to return to work in a light duty status. Light duty will be offered to all employees in a fair and equitable manner.

- A. On The Job Injury

1. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's attending physician while continuing to be paid at the employee's normal rate of salary.
2. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time.
3. Light duty status shall not exceed six (6) months without adequate documentation from the injured worker's attending physician. Consideration of an extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer.
4. A request for light duty status will be submitted in writing or via e-mail by the employee to the Superintendent/ Manager or from the employer to the employee.
5. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty.
6. Employee refusal of a light duty work assignment will be handled in accordance with applicable Labor & Industries protocol, which may result in discontinuation of time loss payments.

B. Off Duty Illness or Injury – Reasonable Accommodations

In accordance with the American with Disabilities Act (ADA), a reasonable accommodation, in the form of light duty, may be considered when an employee is, by reason of an ADA accepted physical or mental disability, unable to perform the essential functions of their position.

1. In the event that light duty is determined to be a reasonable accommodation, the light duty accommodation shall be defined in a light duty short term position description written to expressly reflect the duties to be temporarily performed by the employee with a disability.
2. From time to time, the employee's physical or mental condition and newly assigned light duties may be reevaluated by the City in accordance with the ADA.

3. Light duty status under this section shall generally not exceed six months; provided, a longer light duty period may be considered if there is a medical prognosis that the employee will be permitted to return to full employment in a reasonable period of time and such an extension of light duty is determined by the City to be reasonable in accordance with the ADA. In accordance with the ADA, the City may require a second opinion of the employee's condition and prognosis by a physician retained by the City.
4. Nothing in this section shall be interpreted to require the City to provide benefits or accommodations above and beyond those required by the ADA.

ARTICLE 22 - JURY DUTY

City shall pay the difference between jury pay and full salary in accordance with City Policy.

ARTICLE 23 - BEREAVEMENT LEAVE

Section 23.1 Bereavement Leave

Members of the bargaining unit shall receive three (3) days bereavement pay for the death of an immediate family member.

Section 23.2 Immediate Family

- A. Immediate family shall be defined as the following:
 - Employee's Legal Spouse,
 - State Registered Domestic Partner as defined in RCW 26.60.030
 - Daughter or Son (step also)
 - Daughter or Son-in-law
 - Mother or Father (step also)
 - Mother or Father-in-law
 - Sister or Brother (step also)
 - Sister or Brother-in-law
 - Grandparents
 - Grandparents-in-law
 - Grandchildren (step also)
 - Guardian ad litem (GAL)
- B. Other members or non-members of the employee's family could be considered immediate family as a result of special circumstances (example: aunt or uncle with whom an employee lived, where such a person could have been regarded as a substitute parent). An employee must ask for an exception ruling from Human Resources in order to receive bereavement leave for persons classified

in this category. Such request must explain the relationship of the person(s) involved, either as family or non-family members.

Section 23.3 Use of Leave

- A. In the event that the time required for immediate family bereavement leave is in excess of the three (3) days of bereavement leave, sick leave may be taken. A maximum of ten (10) days sick leave may be granted by the department director or Human Resources Director for this purpose. Distance, travel time or other factors will be considered to determine the number of sick days to be granted.
- B. If additional time is needed in addition to the three (3) days of bereavement leave and ten (10) days of sick leave, other available leave may be utilized (compensatory time or annual leave) subject to approval of the department director or Human Resources Director.
- C. Attendance at funerals of close friends and other close relatives, who do not meet the definition in Section 23.2, will not qualify for bereavement leave. It will be recognized as sick leave. Sick leave may be taken for only the actual time required to attend the funeral, but shall not exceed one (1) day.
- D. Paid time off will not be granted when a funeral occurs during the time an employee is on annual leave, paid sick leave, or a City Holiday.
- E. Employees may be eligible to receive up to one (1) day of paid bereavement leave to attend the funeral for a co-worker. Employees must receive their supervisor's approval prior to attending such funeral service(s) to ensure the operations of the City shall not be interrupted. Former co-workers shall be considered "close friends and other relatives" as defined in paragraph C above.

Section 23.4 Request and Approval

- A. Employees shall request funeral leave in writing through their department supervisor and department director for approval.
- B. Final determination shall be made by the department director, in consultation with the Human Resources Director, or designee, regarding the extent to which funeral/sick leave will be granted. Distance, travel time and/or other factors will be considered to determine the number of days to be granted.

ARTICLE 24 – VACATIONS

Section 24.1 Accrual Rate

All benefitted full-time employees will accrue vacation time at the rate based on the

following schedule:

<u>Years of Employment</u>	<u>Hours of leave accrued</u>	
	<u>Monthly</u>	<u>Annually</u>
1st year	8 hours	96 hours
2 nd -4 th year	8.67 hours	104 hours
5th year	10 hours	120 hours
6 th -7 th year	10.67 hours	128 hours
8 th -9 th year	11.33 hours	136 hours
10th year	12 hours	144 hours
11th through 14th year	12.67 hours	152 hours
15 th year	14hours	168 hours
16th through 19th year	14.67 hours	176 hours
20th through 22 nd year	15.33 hours	184 hours
23 rd to 26 th year	16 hours	192 hours
26 th year and thereafter	16.5 hours	198 hours

All benefitted part-time employees leave accrual shall be pro-rated based on the percentage of full-time hours compensated each month.

Such vacation accruals will be posted on a semi-monthly basis. Any employee who leaves employment or is involuntarily terminated within the first six (6) months of employment, will not have accrued any annual leave.

Section 24.2 Scheduling

Whenever possible, vacations will be scheduled for the convenience of the employees involved, subject to work scheduling requirements of the department. All vacation leave use must be pre-approved by the employee's superintendent/manager or designee; vacation shall be used in one-half (1/2) hour increments. Once a vacation is approved it will not be revoked without mutual consent.

If in the event the employee's vacation is cancelled by the City and the employee incurs a financial loss due to the City's decision, the City will reimburse the employee for any non-refundable travel expenses that have been purchased. In order to be reimbursed for the financial loss the employee must present receipts for all unreimbursed expenses.

This section shall not apply in the event of a natural disaster, threats/acts of terrorism or any declared emergency.

Section 24.3 Maximum Accumulation

The maximum vacation leave an employee may accumulate is two hundred forty (240) hours. Employees may exceed the maximum accruals during a calendar year, but shall

be at or below the maximum limit as of December 31st of each year. Employees may request carry over exceptions in writing to the Human Resources Director, or designee. Such exceptions will be approved on a case-by-case basis and shall not be precedent setting.

ARTICLE 25 - MILITARY LEAVE

The City and Union agree that members of the bargaining unit, who are members of the Washington National Guard, or any Federal Reserve military unit will be entitled to be absent with pay from their duties with the City for periods of time up to a cumulative maximum of twenty-one (21) work days (a work day = regular scheduled hours of work) or twenty-one (21) consecutive work days during each year. For purpose of this section only, a year shall be defined as the period beginning October 1st and ending the following September 30th, per RCW 38.40.060 as amended in 2010.

ARTICLE 26 - EMERGENCY CONDITIONS

In the event of a natural disaster, threats/acts of terrorism, any declared emergency, or inclement weather resulting in emergency conditions the following provision shall apply:

Employees who are unable to travel safely to work or who, with supervisory authorization, request to leave before the end of their shift, shall be required to use annual leave or compensatory time to cover all hours away from work.

ARTICLE 27 - SEVERANCE PAY

Full-time employees shall, in the event of a reduction in force, be paid at the time of their separation a sum equal to twenty-two (22) days' pay, not to exceed 176 hours, from which no deductions shall be made except as required by State and Federal Law. Provided, however, that no employee shall be entitled to such pay if they accept any other benefitted full-time or benefitted part-time employment with the City within twenty-two (22) working days.

ARTICLE 28 - STANDARD DRESS, TOOLS AND LICENSES

Section 28.1 Uniform Allowance

- A. The City will provide an annual clothing allowance for all benefitted full-time, benefitted part-time, and temporary limited term employees (excluding the employees referenced in 28.1.B and 28.1.C) in the amount of seven hundred dollars (\$700.00), less applicable taxes as required by Internal Revenue Service, and paid on the February 5th paycheck. Department Liaisons shall process uniform allowance requests for eligible employees by the January 30th deadline or for eligible new hires throughout the year.

The City will continue to provide one set of raingear to be replaced every three (3) years or sooner as determined necessary by the superintendent/manager or designee.

New benefitted full-time, benefitted part-time, and temporary limited term employees shall receive their clothing allowance within one month of hire and will not be eligible for another clothing allowance until the completion of their one (1) year probationary period. On the employee's first anniversary, they shall receive a pro-rated portion of the allowance. The pro-rated portion shall be figured on the number of pay periods between their anniversary date (consistent with the process used for step increases) and the end of January of the following year.

Seasonal, limited hour and variable hour employees will be provided six (6) shirts and one (1) jacket by the City and shall return the shirts and jackets to the City at separation from service.

Employees will be responsible to launder and maintain their uniforms on their own time. Employees will be allotted two hours per year, on City time, to purchase their uniforms. No overtime shall be incurred as a result of employees purchasing uniforms.

No employee shall receive more than the specified annual uniform allowance in any given calendar year. A calendar year is defined as January – December.

The City will determine the uniform options available and will provide a listing of all approved uniform options to include a listing of approved vendors. Approved uniforms will include, but may not be limited to: Carhartt pants, non-insulated Carhartt overalls, insulated Carhartt overalls/coveralls, blue work pants, t-shirts, tech-shirts, polo shirts, denim shirts, industrial shirts, and hooded sweatshirts. Nothing in this agreement shall prohibit the review and expansion of uniforms through the Labor Management process.

Employees must be properly attired in accordance with City policy and reasonable rules regarding safety. If a superintendent/manager or designee does not believe an employee is dressed appropriately to reflect a positive image of the City, the employee may be required to change their clothing to meet the City's expectations. If the employee needs to return home to get the proper clothing, they shall do so without pay. Failure to consistently dress appropriately may result in disciplinary action.

It is the expectation that if clothing is contaminated or damaged employees shall not be expected to take the clothing home but rather, the City will either clean or replace the employee's clothing. The decision to clean or replace will be made by the City. To replace or clean the clothing, an employee should make a written request through their superintendent/manager or designee documenting the

circumstances.

The maximum safety shoe allowance for benefitted full-time, benefitted part-time, and temporary limited term employees shall be two hundred dollars (\$200.00), plus tax, per pair, as needed.

For employees assigned to the Parks Department that are required to purchase a 'Parks Staff' logo for their uniform, the City will reimburse that parks employee for the added cost of that logo. Employees will verify with their assigned supervisor the procedure for reimbursement.

- B. The City shall provide and launder uniforms for employees in the following classifications: Mechanic Assistant, Mechanic I, Mechanic II, Senior Mechanic, and Mechanic Field Supervisor. The uniforms shall consist of 11 pairs of pants, 11 shirts, and 3 coats. Replacement of these items will be provided on an as needed basis per City/departamental policies and procedures. Coveralls shall be provided based on operational need. Employees in these classifications may substitute up to six (6) pair of pants for Carhartt pants. Management reserves the right to determine additional options available.
- C. The City shall provide and launder uniforms for employees in Housing and Human Services. The uniforms shall consist of 11 pairs of pants, 11 shirts, and 3 coats. Replacement of these items will be provided on an as needed basis per City/departamental policies and procedures. Coveralls shall be provided based on operational need. Employees in these classifications may substitute up to six (6) pair of pants for Carhartt pants. Management reserves the right to determine additional options available.

Section 28.2 Tools and Equipment Allowance

All mechanics as hired prior to 1/1/2000 will be authorized to receive three hundred fifty dollars (\$350.00), plus tax, per year for the purchase of work tools, which are on the City's approved tool list. The City shall reimburse the actual cost of mechanic tools based on a receipt and reimbursement method.

The City will provide new mechanics with a fully furnished tool box; such employees shall not be eligible for the mechanic tool allowance. Mechanics hired prior to 1/1/2000 shall have the option of switching from the allowance option to the City provided tools option at the beginning of each calendar year. Once an employee has moved to the City provided tools, the employee shall no longer be eligible for the tool allowance.

The City will also purchase air-tools. Labor-management committee reserves the right to prioritize the purchase of tools.

In addition, the City agrees to provide at its cost, the minimum, safety equipment

required under WISHA.

The City agrees to purchase insurance to cover theft of employee-owned tools from City premises required for employment. City obligation shall be limited to loss due to burglary. Employee shall comply with all terms and conditions of the insurance carrier. Deductible to be paid by the City.

Section 28.3 License/Certification Requirements

- A. Employees required to obtain licenses, certifications or physical exams shall be responsible to obtain such within the timeline outlined in their job descriptions. Failure to do so may be grounds for disciplinary action up to and including termination.

The City shall allow the employee a reasonable amount of time off with pay to take the necessary test/exam. The City shall pay the cost of the license, certification or physical exam and/or the registration cost for reasonable training to obtain/maintain the license or certification. If the employee fails to obtain the required licenses/certifications after three attempts, the employee shall be responsible for the cost of repeating the same exam/training.

The City reserves its right to determine the reasonable licenses and certifications required for the work assigned to the positions.

- B. The City and the Union agree that the classifications listed in Appendix B identify a commercial driver's license (CDL) as an essential job requirement. However, certain positions have been identified by the City as eligible to "opt out" of the CDL program. The City maintains the right to determine which positions are eligible to "opt out" of a CDL and will provide proper notice to an employee if the needs for the position change (including up to six (6) months for an employee to obtain a CDL if their position will require a CDL).

If a position is eligible to "opt out", but the employee wishes to maintain their CDL, they may do so and continue to be included in the City's CDL program. If the employee elects to "opt out", they may do so by completing a mutually agreed to "CDL Opt Out/In Form" and the City will no longer require their participation in the City's CDL program nor provide payment for the maintenance of the CDL. An employee who previously "opted out" of the CDL program may "opt in" again when the employee changes positions and be allowed up to six (6) months to obtain a CDL; the employee will also complete the "CDL Opt Out/In Form". Upon obtaining the CDL, the City will include the employee in the CDL program and provide for maintenance of the CDL.

ARTICLE 29 - SUBSTANCE ABUSE TESTING

All members of the bargaining unit shall comply with City Policy 2.25 - Substance

Abuse. Random testing, however, shall only apply to those employees required to carry a CDL as a condition of employment.

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - RELEASE TIME FOR UNION BUSINESS

Upon no less than seven (7) calendar days advance written notice, the Union may request that a bargaining unit employee be granted a leave of absence for up to ninety (90) calendar days for purposes of attending to Union business. Upon receipt of such written request, the City will confer with the Union Representative regarding the request. The City retains complete and sole discretion over granting or denying such requests.

ARTICLE 32 - ENTIRE AGREEMENT

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

ARTICLE 33 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal and State Law. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal and State Law are paramount and shall prevail.

ARTICLE 34 - WASHINGTON PAID FAMILY AND MEDICAL LEAVE

Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A et seq. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Annually, employees will pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums, as stated by RCW 50A.10.030 and updated annually by the Employment Security Department. The Employer shall pay any remaining portion as required by law.

ARTICLE 35 – DISCLOSURE OF PERSONNEL FILE INFORMATION

Upon receipt of any court order or subpoena seeking documents from an employee's

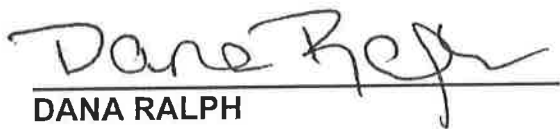
personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory, or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request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

ARTICLE 36 - TERM OF AGREEMENT

This Agreement shall be in force and effect from January 1, 2023 through December 31, 2025.

CITY OF KENT
220 4TH Avenue South

TEAMSTERS LOCAL UNION
NO. 117/IBT


DANA RALPH
Mayor


JOHN SCEARCY
Secretary-Treasurer

3/15/23
Date

2-15-23
Date

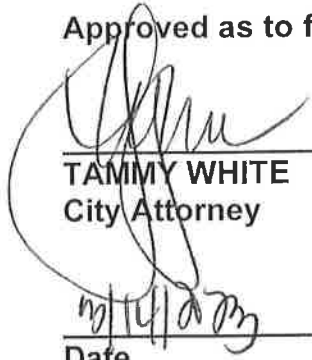

NATALIE WINECKA
Deputy Director of HR

3/13/2023
Date


BRENT ASHBAUGH
Labor Relations Manager

3/10/23
Date

Approved as to form:



TAMMY WHITE
City Attorney

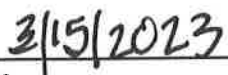


Date

Attest:



KIM KOMOTO
City Clerk



Date

APPENDIX "A" - WAGES

The salary schedule for positions in the bargaining unit shall be based as follows:

Benefitted full-time, benefitted part-time, and benefitted temporary limited term employees.

- A. Effective January 1, 2023 - all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive a nine- and one-half percent (9.5%) wage increase.
- B. Effective January 1, 2024 – all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive one hundred percent (100%) of the Seattle, Tacoma, Bellevue CPI-W June to June with a minimum of two percent (2.0%) and a maximum of four- and one-half percent (4.5%)
- C. Effective January 1, 2025 - all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive one hundred percent (100%) of the Seattle, Tacoma, Bellevue CPI-W June to June with a minimum of two percent (2.0%) and a maximum of four percent (4.0%)

Temporary Employees:

Temporary employees, as identified in Section 1.2.B.1, 1.2.B.2 and 1.2.B.3, shall be paid between minimum wage and twenty dollars (\$20.00) per hour, except that the City may pay more in hourly wage as it deems appropriate to maintain a qualified workforce.

The temporary employee wage includes wages and pay in lieu of, holidays, bereavement leave, insurance, and other miscellaneous benefits.

APPENDIX "B" - BARGAINING UNIT CLASSIFICATION SCHEDULE

Benefitted Classifications (as per Section 1.2.A.1, 1.2.A.2, 1.2.A.2.a, 1.2.A.3):

<u>Classification</u>	<u>Effective 1/1/2022 Salary Range</u>	<u>Effective 1/1/2023 Salary Range</u>
Meter Reader I	Range TM17	Range TM17
Meter Reader II	Range TM21	Range TM21
Meter Reader III	Range TM25	Range TM25
Meter Reader IV	Range TM28	Range TM28
Maintenance Worker I	Range TM20	Range TM20
Maintenance Worker II	Range TM24	Range TM24
Maintenance Worker III	Range TM28	Range TM28
Maintenance Worker IV	Range TM32	Range TM32
Maintenance Worker V	Range TM33	Range TM33
Maintenance Technician	Range TM34	Range TM34
Field Supervisor	Range TM37	Range TM37
Mechanic Assistant	Range TM23	Range TM25
Mechanic I	Range TM27	Range TM29
Mechanic II	Range TM31	Range TM33
Senior Mechanic	Range TM35	Range TM36
SCADA Technician	Range TM37	Range TM37
Communications Tech II	Range TM33	Range TM33

A salary schedule will be provided by January 15th on an annual basis.

Non-benefitted temporary Laborers (as per Section 1.2.B.1, 1.2.B.2 and 1.2.B.3) shall assist the classifications listed above and be paid at least Washington state minimum wage.

APPENDIX "C" – BIDDING AND MANDATING OF OVERTIME

The purpose of this appendix is to memorialize the process for bidding and mandating overtime in the various divisions (division is defined for this purpose as reporting to a non-union superintendent or manager) and/or work group (a work group is defined as reporting to a field supervisor).

The parties recognize the importance of minimizing overtime costs and agree to work in partnership to find cost effective and sustainable ways to reduce the need for overtime. However, when overtime is the only operational way to provide services the following process will be used by employees to bid for overtime and for management to, when necessary, mandate overtime.

Seniority, for purposes of overtime bidding/mandating, shall be in accordance with Section 3.1.C of the collective bargaining agreement unless otherwise specified in this appendix. If an employee has a dispute with their ranking on the seniority list, as posted at the beginning of each year, they will have fourteen (14) calendar days from the date of posting to challenge their seniority ranking in writing to their superintendent/manager.

PUBLIC WORKS DIVISIONS: Utilities, Water, Storm, Sewer, Street, Fleet

Overtime shall be bid by seniority from the most senior employee to the least senior employee within the work group based on seniority within the division. If all the employees within the work group decline the overtime, the overtime shall then be offered by seniority within the division. Management reserves the right to limit overtime bidding for jobs requiring specific technical experience, or specific project work, to those employees with the technical experience, or project experience (employees with the most seniority get to bid for the overtime first).

Management reserves the right to mandate overtime as needed. Mandatory overtime shall be based on reverse seniority within the work group based on seniority within the division. Crews working on special projects will be given the opportunity to volunteer to hold over and continue working at the end of their shift. The volunteer must have the ability to perform the work before it is assigned. If there are not enough volunteers management may mandate employees for overtime based on least senior employee to most senior.

PARKS DIVISIONS: Parks Operations, Golf, Facilities, Housing and Human Services

An overtime sign up list shall be created annually as of the first business day of the year and shall be established by seniority (most senior to least senior) within the division. Once established, the list shall be adjusted weekly, if necessary, by the hours of overtime worked, at the straight-time rate, resulting in the most senior employee with the most hours worked being moved to the bottom of the list.

The overtime list shall be posted weekly, as necessary, and employees who are available to work overtime will be able to sign up on the overtime list.

For Capital Projects, overtime is scheduled as necessary with the crew working on the project. In the event the project crew requires additional support, and overtime is requested, staff with the required knowledge or skills needed by the project will be offered the overtime.

For volunteer events, overtime is generally assigned by the overtime list. Consideration is also given to staff that have established a relationship with the community volunteers on specific events or volunteer projects.

For purpose of community events, overtime is generally assigned by the overtime list. Consideration is also given to staff with specific knowledge, skills, and/or abilities as required by the event.

Overtime requiring special skills or certifications such as irrigation will be offered by seniority to the employees possessing those skills or certifications.

Mandatory overtime shall be based on reverse seniority.

All employees who call in sick on Friday and are scheduled to work the weekend will be removed from the overtime schedule to include a Monday holiday. The overtime shift shall then be reopened for employees on the overtime list to bid.

Unscheduled overtime to cover for absences shall be offered in seniority order by work group (crew) rather than by Division.

Mandatory overtime shall be based on reverse seniority. Where more than one mandatory shift is assigned at the same time, the most senior of the employees being mandated shall have the ability to pick their preferred mandatory shift out of the options available. No employee may be mandated to work an overtime shift of more than ten (10) hours without mutual agreement. If an employee is mandated to work an overtime shift but they are unable to work, they may find a replacement with management approval.

Issues that arise with the overtime assignment process described above will be managed in Labor Management Meetings and fixed prospectively rather than grieved and remedied retroactively.

All employees who call in sick on Friday and are scheduled to work the weekend will be removed from the overtime schedule to include a Monday holiday. The overtime shift shall then be reopened for employees on the overtime list to bid.

FINANCE DIVISIONS: Customer Service

At the beginning of each year, the first overtime shift available shall be offered to the most senior employee. Subsequent overtime shifts shall be rotated through all eligible staff based on seniority, starting with the next most senior employee. This process ensures that all employees have an opportunity for overtime over the course of the year, if overtime is available.

If an employee declines the overtime shift, the shift will be offered to the next most senior employee.

Overtime requiring special knowledge, skills, and/or abilities shall be offered by seniority to the employee possessing the required knowledge, skill, and/or ability.

Mandatory overtime shall be based on reverse seniority.

APPENDIX "D" - COMMUTE TRIP REDUCTION

The City shall provide a Commute Trip Reduction Program (CTR) for the employees in the bargaining unit. The CTR program may include alternate work schedules, on-site carpool and/ or vanpool parking spaces and secure bicycle parking.

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.