

**RESOLUTION NO. 16-1090**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND TEAMSTERS LOCAL UNION NO. 117 PUBLIC WORKS UNIT AND ADOPTING THE ON-CALL POLICY FOR THIS UNIT**

**WHEREAS**, the Teamsters Local Union No.117 is the authorized bargaining representative for the Black Diamond Public Works Unit; and

**WHEREAS**, the Public Works Unit was formed in 2014; and

**WHEREAS**, the City negotiating team has reached tentative agreement with the Union for a Collective Bargaining Agreement ("CBA") through December 31, 2017; and

**WHEREAS**, the City negotiating team has recommended that the Council ratify the CBA; and

**WHEREAS**, the Council has reviewed the CBA and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA; and

**WHEREAS**, the Council has reviewed the On-Call Policy and finds it is in the best interests of the City and its employees to approve it;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the Mayor to execute the CBA as attached hereto as Exhibit A.

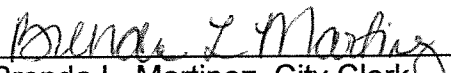
**Section 2.** The City Council hereby adopts the On-Call Policy as attached hereto as Exhibit B, incorporated by reference in the CBA.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF APRIL, 2016.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**AGREEMENT**

**By and Between**

**THE CITY OF BLACK DIAMOND**

**and**

**TEAMSTERS LOCAL UNION NO. 117  
(PUBLIC WORKS UNIT)**

**April \_\_, 2016 – December 31, 2017**

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**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and  
TEAMSTERS LOCAL UNION NO. 117  
(PUBLIC WORKS UNIT)**

**PREAMBLE**

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

**ARTICLE 1 – DEFINITIONS**

The following terms and phrases used in this Agreement are defined as follows:

**“The Employer” or “the City”:** The City of Black Diamond, Washington.

**“The Union”:** Teamster Local Union No. 117 (Public Works Unit).

**Bargaining Unit:** All regular full-time, regular part-time, seasonal, and initial/promotional probationary employees of the City of Black Diamond Public Works Unit, excluding certain supervisory and confidential employees.

**Employees:** Regular full-time, regular part-time, seasonal, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

**Seasonal Employees:** Seasonal employees are those employees hired for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. Seasonal employees will not be used to displace

bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal employees are members of the bargaining unit and subject to initiation/enrollment with Teamsters Local No. 117, however, seasonal employees are not eligible for benefits, do not accrue paid leave or seniority, serve “at will” without recourse to the grievance procedure, and are not entitled to any other benefits bestowed by this Agreement. Seasonal employee may transition to regular full-time or regular part-time status, subject to an initial probationary period of employment as described below.

**Initial Probationary Employees:** New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

**Initial Probationary Period of Employment:** The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

**Promotional Probationary Employees:** Existing employees serving a promotional probationary period of employment.

**Promotional Probationary Period of Employment:** A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer to a new department (“street to office” promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return to employee to his/her previously-held position. The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, seasonal, and initial/promotional probationary employees in the Public Works Division, excluding all other employees.

## **ARTICLE 3 – UNION SECURITY, MEMBERSHIP, AND DUES**

### **3.1 - Union Membership**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing with the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union. As used in this Article, “good standing” means that the employee is current in the payment of all required monthly dues and initiation fees.

### **3.2 - Dues or Fees / Payroll Deduction**

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month’s paycheck(s). The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Authorization by employees shall be on a form mutually approved by the Employer and Union and may be revoked by the employee upon written request to the Employer and the Union.

### **3.3 - Equivalent Dues/Fees Payment**

In accordance with RCW 41.56.122, objections to joining the Union based on *bona fide* religious tenets or teachings of a church or religious body, or other legally recognized objections determined by the Public Employment Relations Commission (PERC) or a Washington Court, shall be observed. Any such employees shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on such matter, PERC shall designate the charitable organization.

### **3.4 – Failure to Comply**

In the event an employee of the Union, who joins the Union and fails to maintain his/her membership in the Union by regular payment of dues and fees, the Union will notify the Employer, in writing, of such employee’s nonpayment. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy, and that failure to meet his/her membership obligation of payment of Union dues will result in termination of employment within five (5) days following the next regular payroll payment date.

### **3.5 - Notification**

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

### **3.6 – PAC Contributions to D.R.I.V.E.**

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works Unit, this section of the Article shall automatically terminate.

### **3.7 - Hold Harmless**

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article.

## **ARTICLE 4 – NON-DISCRIMINATION**

### **4.1 – Non-Discrimination Based on Union Membership or Union Activity**

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

#### **4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination**

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

### **ARTICLE 5 – UNION ACTIVITY**

#### **5.1 – Conduct of Union Business**

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

#### **5.2 – Paid Release Time for Bargaining**

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

#### **5.3 – Bulletin Boards**

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to a Union representative.

### **ARTICLE 6 – MANAGEMENT RIGHTS**

#### **6.1 – Purpose**

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

#### **6.2 – Specific Rights Enumerated**

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:



1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

### **6.3 – Notice to the Union of the Exercise of Management Rights**

The Employer shall provide the Union with reasonable notice of the exercise of any management right that, in the Employer's opinion, may adversely affect wages, hours, or working conditions. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

### **6.4 – Mandatory Collective Bargaining Required**

Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (*i.e.* wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.

## **ARTICLE 7 – HOURS OF WORK**

### **7.1 – FLSA Work Week**

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

### **7.2 – Work Schedule for Non-Exempt Employees**

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a “5/8” schedule). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days’ notice, except by mutual agreement. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer’s operations and service, provided employees are not required to work more than three (3) hours without a rest break.

## **ARTICLE 8 – SENIORITY**

### **8.1 – Definition of Seniority**

- c. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- d. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee

within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

## **8.2 – Employee Classifications**

- a. Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees –** Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. Initial Probationary Employees –** Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee’s most recent date of hire with the Employer shall be the employee’s seniority date.

## **8.3 – Breaks in Seniority**

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

# **ARTICLE 9 – OVERTIME AND CALL-BACK**

## **9.1 Overtime Eligibility and Requirements**

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

## **9.2 – Overtime Hours**

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave.

## **9.3 – Overtime Compensation**

Overtime is paid at a rate of one and one-half (1.5) times an employee’s regular rate of pay.

## **9.4 – Call-Back**

Employees may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-back, in accordance with the stand-by provisions of Article 9.5 below and the Employer’s stand-by/on-call policy.

**9.5 – Stand-By “On-Call”**

Employees placed on stand-by receive 0.75 hours of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer’s stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

**9.6 – Compensatory Time**

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked.

Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer’s operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees’ straight time rates.

**ARTICLE 10 – HOLIDAYS**

**10.1 – Recognized Holidays**

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year’s Day	January 1
Dr. Martin Luther King Jr. Day	3 <sup>rd</sup> Monday of January
President’s Day	3 <sup>rd</sup> Monday of February
Memorial Day	4 <sup>th</sup> Monday of May

Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving	4 <sup>th</sup> Friday of November
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

**10.2 – Holidays During Paid Leave**

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

**10.3 – Holiday Pay for Non-Exempt Employees**

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

**10.4 – Holidays on Saturday and Sunday**

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

**10.5 – Floating Holiday**

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of "convenient" shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

## **ARTICLE 11 – VACATION LEAVE**

### **11.1 – Vacation Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

<b>Year of Employment</b>	<b>Vacation Hours Earned Per Year</b>
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month) (1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7<sup>th</sup>) month of the initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

**11.2 – Vacation Carry-Over**

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

**11.3 – Vacation Requests**

The Employer retains the right to approve and deny vacation requests. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer’s operations is minimized. Vacation requests shall be submitted in writing to an employee’s immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director. Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

## **ARTICLE 12 – SICK LEAVE**

### **12.1 – Sick Leave Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, initial probationary employees may not use accrued paid sick leave until the successful completion of the seventh (7<sup>th</sup>) month of the initial probationary period.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum accrual of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

### **12.2 – Permitted Use of Sick Leave**

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family, provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. Any other situation where sick leave is required by applicable law or legal authority.



For purposes of this section, “immediate family” includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee’s spouse, grandchildren, and any other familial inhabitant of the employee’s household.

**12.3 – Sick Leave Procedure**

1. Sick leave may not be taken without prior approval from the Employer. To request sick leave, an employee shall inform the Employer as soon as possible and indicate the reason for the sick leave.
2. Sick leave may not be used during the month in which it is earned.
3. For absences in excessive of three (3) consecutive sick days, or when the Employer has reason to believe sick leave is being improperly taken, the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. The Employer retains the right to request a second opinion from an independent doctor, specified by the Employer, and at the Employer’s expense.
4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer’s expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee’s condition may impose on his/her job duties, and to assist in evaluating the employee’s return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee’s doctor certifying the employee’s fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor’s statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action.

**12.4 – Sick Leave Donation**

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer’s personnel policy manual.

**12.5 – Sick Leave Cash-Out**

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out

Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

## **ARTICLE 13 – OTHER LEAVE**

### **13.1 – Paid and Unpaid Leave Required by State or Federal Law**

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW 49.78).
- b. Family Care Act Leave (RCW 49.12.265).
- c. Pregnancy Disability Leave (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer’s personnel policies manual. In the event the Employer’s personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

### **13.2 – Bereavement Leave**

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, “immediate family” includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee’s spouse, grandchildren, and any other familial inhabitant of the employee’s household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

### **13.3 – Unpaid Religious Leave**

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

### **13.4 – Jury Duty**

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides his/her jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter involving the Employer.

### **13.5 – Other Leaves of Absence**

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

## **ARTICLE 14 – HEALTH AND WELFARE BENEFITS**

### **14.1 – Eligibility for Insurance Benefits**

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

#### **14.2 – Health Insurance Benefits**

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst “No Deductible,” and (2) AWC Group Health \$10 Co-Pay. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer’s personnel policies manual and/or AWC’s enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

- a. **AWC Plan Elimination Deadline**—Effective January 1, 2018, the parties agree and understand that both health plans currently offered by the Employer will be terminated by AWC. The parties agree to begin discussions in 2016 or early 2017 concerning replacement plans.
- b. **Re-Opener in 2015** – In September of 2015, or on another date mutually agreed by the parties, the parties agree to reopen contract negotiations for purposes of bargaining movement from AWC health plans to health plans offered by the Washington Teamsters Welfare Trust. Any 2015 cost-savings recognized by movement to the Washington Teamsters Welfare Trust over those rates offered by a comparable AWC plan shall be split 50/50 between the parties, meaning the City will recognize 50% of the cost savings and will apply the remaining 50% into contractual economic enhancements for bargaining unit members (*e.g.* lump-sum payment, wage increase, reduced cost-sharing, or other proposals).

#### **14.3 – Dental Insurance Benefits**

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.4 – Employee Assistance Program**

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

#### **14.5 – Industrial Insurance**

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

#### **14.6 – Life Insurance**

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.7 – Long-Term Disability Insurance**

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.8 – Vision and Orthodontia Coverage**

In conjunction with its health insurance plans, AWC offers optional enrollment in vision and orthodontia coverage. The current plan offerings are Vision Service Plan – Full Family (\$25 deductible) and Orthodontia – Plan V. Both plans require 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in these plans at their sole expense.

#### **14.9 – Benefits During Leaves of Absence**

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

## **ARTICLE 15 – WAGES**

#### **15.1 – Classifications, Wages, and Salary Schedule**

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

#### **15.2 – Step Dates**

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before June 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after June 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, or the first day of the month following the month of hire if hired from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

### 15.3 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- **Associate Degree (2 year degree)** 2.0%
- **Bachelor Degree (4 year degree)** 4.0%
- **Masters, Professional, or PhD** 6.0%

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of his/her degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. The Employer may verify the legitimacy of any degree presented by an employee.

### 15.4 – Certification Premium

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied, the employee may appeal to the Mayor for a final determination.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)
- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician

- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

#### **15.5 – Pension Contribution**

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

#### **15.6 – Deferred Compensation Contribution**

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Each calendar year, the Employer shall determine the amount it will contribute as part of a matching program. As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

## **ARTICLE 16 – DISCIPLINE AND SEPARATION**

### **16.1 – In General**

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and

discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for “just cause.” The Employer retains the right to discipline and initial probationary employees as “at will” employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

### **16.2 – Disciplinary Steps**

Disciplinary action may include the following:

- a. Verbal warning.
- b. Written reprimand.
- c. Reassignment resulting in adverse economic impact.
- d. Suspension without pay.
- e. Permanent or temporary demotion.
- f. Discharge.

Progressive discipline is generally preferred, but not required. The Employer may tailor discipline to respond to the nature and severity of the offense and the employee’s prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

### **16.3 – Verbal Warnings and Written Reprimands**

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.



#### 16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of Intent to Discipline** – If the Employer intends to impose discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations. The Employer may provide written notice either before or after conducting a preliminary investigation.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

#### 16.5 – Employer Investigations

- d. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- e. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- f. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

#### 16.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

### **16.7 – Right to Inspection of Personnel Files**

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

### **16.8 – Removal of Disciplinary Records**

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. Verbal Warning – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.
- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

### **17.1 – In General**

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

### **17.2 – Definition of Grievance**

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

### **17.3 – Election of Remedies**

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

### **17.4 – Time Limits**

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

### **17.5 – Required Content of Grievance**

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

## 17.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.
2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer’s written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.
3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process.
  - a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
  - b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
  - c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the

hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.

- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator’s award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

## **ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL**

### **18.1 – In General**

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a

lower classification within the bargaining unit shall have the right to return to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

### **18.2 – Recall from Layoff**

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for his/her former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to his/her former position.

### **18.3 – Furlough Days in 2015**

For 2015, the parties recognize the City will be implementing ten (10) furlough days across all departments, and that two classifications in the bargaining unit, Public Works Administrative Assistant (including promotion into a new classification, Capital Projects Program Manager) and Public Works Facilities Equipment Coordinator, will be subject to these furlough days. No other members of the bargaining unit are impacted.

## **ARTICLE 19 – BARGAINING UNIT WORK**

### **19.1 – Subcontracting**

The work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union.

## **ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE**

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

## **ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT**

### **21.1 Term of Agreement**

This Agreement is effective April \_\_\_\_, 2016 and continues through December 31, 2017. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

### **21.2 Severability**

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

## APPENDIX A—WAGE TABLE

Employee	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Scott Hanis	Capital Project/Program Manager	5,355	5,622	5,903	6,198	6,508
Ken Blakely	Public Utilities Operator	4,713	4,794	4,889	4,982	5,076
<i>Vacant</i>	PW Admin Asst. 3	4,250	4,463	4,686	4,920	5,167
Kevin Esping	Facilities Equipment Coordinator <i>(position closed, Kevin Esping grandfathered)</i>	X	X	X	X	5,757
Jason Pittam	Utility Worker-Facility/Eq/Utility Worker	3,323	3,644	3,965	4,287	4,629
	Utility Worker (Seasonal)	13.24	X	X	X	X




Signed this 22 day of April, 2016.

Signed this \_\_\_\_\_ day of April, 2016.

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117  
(Public Works Unit)

  
\_\_\_\_\_  
Mayor Carol Benson

\_\_\_\_\_  
John Searcy, Secretary-Treasurer  
Teamsters Local 117

\_\_\_\_\_  
Jason Pittam

## BLACK DIAMOND PUBLIC WORKS DEPARTMENT

### STAND-BY / ON-CALL POLICY

#### A. INTENT

1. The goal of this policy is to provide emergency coverage for the City's utilities, including the water system, sewer system, streets, storm drainage systems, parks, and cemetery.

#### B. BACKGROUND

1. The City provides 24-hour coverage for all public works utilities described above. This policy is intended to ensure coverage during weekends, holidays, and after regular working hours, by placing employees "on call," available to respond to the City when called upon. Employees placed on-call are provided on-call and call-back compensation as provided below. When other employees are unavailable due to approved leave, approved vacation, or a lack of qualifications for on-call responsibilities, on-call coverage shall remain the responsibility of the Public Works Supervisor.

#### C. ON-CALL SCHEDULING

1. The Public Works Supervisor shall be responsible for scheduling on-call coverage. On-call coverage is assigned by a rotating list of qualified employees. At the start of each calendar year the rotation from the previous year will continue in sequence, unless another qualified employee is added to the rotation. On-call responsibilities and the on-call schedule shall be clearly identified on the on-call calendar available to all employees. Employees with questions about the schedule and their on-call assignments should consult the Public Works Supervisor.
2. On-call periods last one week, beginning Monday @ 8:00 am through the following Monday @ 8:00 am. Absent a voluntary agreement from the effected employees, in the event of changes to the on-call schedule, employees are generally provided at least four (4) weeks' notice of

scheduled on-call duties. When approved by the Public Works Supervisor, employees may agree to accept on-call responsibilities when provided notice shorter than four (4) weeks. When an employee is on-call and a holiday lands on a Monday, the on-call employee will continue to be on-call until Tuesday morning @ 8:00 am.

3. Employees shall consult the on-call calendar prior to scheduling a vacation and should attempt to schedule vacation around their assigned on-call shifts. When an employee submits a vacation request for days when the employee is assigned to be on-call, the employee shall notify the Public Works Supervisor as soon as possible to assign alternative coverage. With approval from the Public Works Supervisor, the employee may trade his/her scheduled on-call shifts with another employee (a "trade") or have another employee receive additional compensation for taking on the extra on-call shifts (a "substitution"). If no voluntary trades or substitutions can be obtained, the Public Works Supervisor shall delegate the on-call shifts to an available employee, assume coverage of the on-call shifts, or deny the vacation request.
4. Any disputes concerning on-call scheduling, trading, or substitutions that cannot be voluntarily resolved shall be resolved by the Public Works Director in consultation with the Public Works Supervisor.

#### **D. ON-CALL EXPECTATIONS**

1. **Response**- During on-call shifts, the employee with on-call responsibility shall be responsible for responding by phone to any utility related emergency calls or pages received on the communications device provided by the City (pager, cell phone, etc.) as soon as possible after receiving the call or page, and shall remain within one (1) hour response time (from the time of the initial page or call) from the City Shop in Black Diamond. The on-call employee is not required to remain at their place of residence while on-call.

2. **Condition**- The on-call employee shall refrain from the use of alcohol or other drugs during the on-call period, and shall otherwise be in a condition fit for response to an emergency situation involving one or more of the City's utilities.
3. **Assistance**- If the on-call employee needs assistance, he/she needs to call the Public Works Supervisor first, the on-call employee shall be responsible for making further calls for assistance from other utility employees, Department Heads, small works list contractors, etc.
4. **Care of Equipment**-The communication devices provided by the City (cell phone, pager, etc.) are property of the City. Employees shall use care in ensuring that these devices are in good working order, and shall immediately report any problems to the Public Works Supervisor.
5. **Emergency Call-Back**- Absent an emergency, employees not scheduled for on-call duties may be called back only on a voluntary basis.

## **E. ON-CALL / CALL-BACK COMPENSATION**

Non-exempt employees are entitled to additional on-call / call-back compensation as provided below.

1. While employees will generally have on-call responsibilities for a full week (Monday @ 8:00 am through the following Monday @ 8:00 am), compensation shall be based upon the number of shifts spent on-call, exclusive of time spent during normal work hours. Each on-call shift lasts eight (8) hours. In general, weekdays, Monday through Friday, have two (2) on-call shifts each per day, Saturday and Sunday each have three (3). A full week (Monday through Monday) would have a total of sixteen (16) on-call shifts.
2. An employee shall be compensated .75 hours of total pay or compensatory time at their base wage rate, per on-call shift, for providing on-call coverage.

Example: A full week (Monday through Monday) of on-call coverage would result in .75 hours x 16 shifts = 12 hours total compensatory time or on-call pay at a rate equal to the employees current base hourly wage.

3. If compensatory time is chosen in lieu of pay, the City's general policies and Public Works collective bargaining agreement governing compensatory time shall apply. Employees are encouraged to use any compensatory time earned within the same month that is earned.
4. When an employee is responsible for providing on-call coverage, and he/she is required to physically respond to the City to handle an emergency or other issues requiring a response (a "call-back"), he/she shall be entitled to a minimum of two (2) hours at the regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater. Hours worked during on-call coverage, including the two (2) hour minimum guarantee, count towards non-exempt employees' weekly overtime threshold.
5. For employees called-back on a recognized holiday (including two City-sponsored public events: Labor Day Parade and Miner's Day), all hours worked during a call-back shall be paid at the overtime rate, including the minimum guarantee of two (2) hours. Otherwise, call-back pay shall be the regular rate of pay unless the employee is otherwise entitled to overtime under state or federal law.

## **F. REPORTING**

1. An on-call reporting sheet ("Incident Response Report") shall be submitted by each employee as part of their regular time sheets, at the end of each month. Each request shall identify the dates for which on-call time was served, and the total number of shifts spent on-call. Each request shall be reviewed and signed by the Public Works Supervisor.
2. While on-call, each on-call employee shall maintain a weekly on-call shift log noting all on-call activity. This log shall be submitted to the Public Works Supervisor with the employee's time sheet at the end of the pay period.

**G. DISCIPLINARY ACTION**

1. Failure to respond within or comply with the guidelines set forth above while on-call may result in disciplinary action, up to and including termination of employment, consistent with the City's general discipline policies and the discipline policy stated in the Public Works collective bargaining agreement.

**H. EMPLOYEE ACKNOWLEDGMENT**

I \_\_\_\_\_ have read and understand the attached Public Works Stand-By / On-Call Policy of the City of Black Diamond.

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Name