

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: December 6, 2018</b>	<b>AB18-107</b>
<b>Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Professional Unit</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court – Stephanie Metcalf	
Cost Impact (see also Fiscal Note):	City Labor Attorney - Peter Altman	X
Fund Source: --	<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator	
Timeline:	<b>Attachments: Resolution; Proposed CBA</b>	
<p><b>SUMMARY STATEMENT:</b></p> <p>The City's negotiating team consisting of Peter Altman, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Professional Unit for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020. The Professional Unit has approved the CBA and the City's negotiating team is recommending ratification by the City Council.</p> <p><b>FISCAL NOTE (Finance Department):</b> The new Collective Bargaining Agreement was negotiated as directed by the City Council.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1283 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Professional Unit.</b></p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 6, 2018		

**RESOLUTION NO. 18-1283**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL UNION NO. 117 PROFESSIONAL UNIT**

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

**WHEREAS**, the Professional Unit was formed in 2014; and

**WHEREAS**, their agreement expired on December 31, 2017; and

**WHEREAS**, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020 (attached hereto as Exhibit A); and

**WHEREAS**, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

**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 Professional Unit's CBA as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER 2018.**

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  
(PROFESSIONAL UNIT)**

**January 1, 2018 – December 31, 2020**

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**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and  
TEAMSTERS LOCAL UNION 117,  
(PROFESSIONAL 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 the Public Employment Relations Commission (PERC), Case 26432-E-14-03863 (2014) and further 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 difference 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”:** Teamsters Local Union No. 117 (Professional Unit).

**Non-Director Employees:** The following classifications in the bargaining unit: (1) Utilities Superintendent; (2) Deputy City Clerk; (3) Deputy Finance Director; (4) Police Records Coordinator; (5) Court Administrator; (6) Construction Inspector Supervisor; (7) Permit Technician Supervisor; and (8) Building Official.

**Director-Level Employees:** The following classifications in the bargaining unit: (1) Community Development / Natural Resources Director; (2) Public Works Director; (3) Finance Director; and (4) MDRT / Economic Development Director.

**Temporary Employees:** Temporary employees are those employees hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily expanded work force, in the event of an emergency, or to substitute during the absence of a bargaining unit employee. Temporary employees are not members of the bargaining unit. Temporary employees will not be used by the Employer to

displace current employees of the bargaining unit. Temporary employees are not subject to the provisions of this Agreement.

**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 twelve (12) 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 based on mutual agreement with the Union.

**Promotion:** Competing for and accepting a new job or classification with higher compensation and/or an advancement in rank or position. A promotion also includes a transfer, upon the voluntary application of an employee, to an entirely new classification outside of the employee’s previous job responsibilities and duties.

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

**Promotional Probationary Period of Employment:** Twelve (12) months of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or upon an employee’s transfer to a new job or classification. During the promotional probationary period of employment, a promotional probationary employee shall be returned to his/her most recently-held position if the employee fails to pass probation. Employer retains the right to extend the length of the promotional period of employment on a case-by-case basis.

## ARTICLE 2 – RECOGNITION

The Employer recognizes Teamsters Local No. 117 as the exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, and probationary employees, and including any of the above-listed categories who are employed by the City of Black Diamond but subject to external grant funding or public-private partnership funding. The job classifications held by bargaining unit members are listed in Appendix A to this Agreement and/or as subsequently added by the parties during the life of the Agreement. The bargaining unit shall exclude confidential employees and all other employees.

## ARTICLE 3 – UNION MEMBERSHIP AND DUES

### **3.1 - Union Membership**

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

### **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), with copies of the signed authorization form provided to the Employer. 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. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

### **3.3 - 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.

### **3.4 - 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, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

### **3.5 – New Hire Orientation**

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

## 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, gender expression, gender identity, 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.

### **4.3 – Prohibition on Intimidating or Bullying Behavior**

The Employer and the Union recognize the Employer has policies and procedures relating to workplace violence. The Employer and the Union also recognize behavior which does not rise to the level of physical violence, or threats thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general. The Employer and the Union further recognize this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the Employer and the Union seek to codify their intent not to engage in, encourage, or knowingly tolerate workplace intimidation or bullying. The Employer and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

## ARTICLE 5 – UNION ACTIVITY

### **5.1 – Conduct of Union Business and Member Access**

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. Authorized representatives of the Union may visit the Employer's work locations of employees covered by this Agreement for the purposes of investigating grievances or conducting Union business, provided that such business does not interfere with the Employer's operations. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.



Authorized representatives of the Union may have reasonable access to its members in Employer facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks, provided such access and meeting do not interfere with the Employer's operations.

#### **5.2 – Stewards**

The Union has the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

#### **5.3 – 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.

#### **5.4 – 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, including the announcement of meetings, elections, and any other Union materials. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel.

#### **5.5 – Personnel Policies**

The Employer maintains personnel policies applicable to employees. Copies, amendments, or changes of the Employer's personnel policies impacting any of the terms and conditions of this Agreement shall be provided upon request by the Union.

#### **5.6 – Email and Telecommunication Equipment**

The Employer and the Union agree that the Employer's computer and telephone equipment shall be used primarily for conducting the Employer's business and not for other purposes. Employees covered by this Agreement may use the Employer's computer and telephone equipment to conduct Union business at a reasonable level, provided that such use does not interfere with the Employer's operations and is at no added cost to the Employer. The Union understands that any communications taking place on the Employer's computer and telephone equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.

## **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;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
6. 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
7. Take any actions reasonably 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 attempt to provide the Union with thirty (30) calendar days' notice of the exercise of any management right that may affect wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. 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.

### **6.5 – Court Personnel Governed by General Rule 29(f)**

Pursuant to the requirements of Washington’s General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, “non-wage related working conditions”). In accordance with GR 29(f), the classification of Court Administrator covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Administrator, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to “Employer,” or “City,” or “Mayor.” The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City’s government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge’s responsibilities under GR 29(f), that Article or subsection shall be invalidated.

## **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, including non-exempt initial/promotional probationary employees working on a full-time basis, 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 five (5) working days’ notice, except by mutual agreement. Absent mutual agreement, employees will not be required to work split shifts. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week. 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.

### **7.3 – Work Schedule for Exempt Employees**

The work week for exempt regular full-time employees, including exempt initial/promotional probationary employees working on a full-time basis, is generally forty (40) hours per week, consisting of eight (8) hour days, Monday through Friday. Exempt employees are expected to work the hours necessary to complete their job duties. Due to the nature of the job duties of exempt employees, they may be required to work more than forty (40) hours per week and may be required to work evenings and weekends. Exempt positions are therefore not limited to a specific number of hours in a work day or work week. While exempt employees have some flexibility in their working hours, it is expected that every exempt employee will generally be present at their assigned work location during regular business hours. It is the responsibility of exempt employees to notify the Employer in advance of absences of a half-day or more. Exempt employees must maintain good work habits, be accountable to the City, and be regularly available during normal business hours to allow the Employer’s business to be accomplished in an orderly and efficient manner.

Exempt employees will not be subject to salary deductions for personal partial day absences, unless authorized by law, but may be required, under appropriate circumstances and at the discretion of the Employer, to deduct partial day absences from available paid leave banks. Such deductions from paid leave banks, if any, will not occur where the employee has been granted flexible time off by the Employer or has otherwise been granted approval in advance to take a partial day absence without a deduction. Full day absences for personal reasons other than sickness or accident shall be deducted from employees’ paid leave banks, to the extent authorized by law.

### **7.4 – Exempt Employees: Flexible Time Off for Work Load Fluctuations**

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. Therefore, upon employee request and by mutual agreement of the Employer, a change of schedule and flexible time off may be authorized on a case-by-case basis. Such agreements shall not result in any reduction in services provided by the Employer or impact required staffing levels for the Employer’s daily operations. In addition, such agreements shall not increase the Employer’s total cost of compensation for employees.

### **7.5 – Executive Leave for Exempt Employees**

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet projects needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the Employer has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the Employer, or upon request by an employee, who shall provide a written statement to the Human Resources Director with the reasons supporting the request. Requests will be approved by the Employer on a case-by-case basis. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

### **7.6 – Telecommuting Schedules**

Employees are generally expected to be present at the Employer’s premises during normal work hours. On a case-by-case basis, employees may request a telecommuting schedule, to be approved at the discretion of the Employer. A telecommuting schedule will only be granted on a limited or intermittent basis, or for special projects and assignments, or for inclement weather, provided the employee has a legitimate rationale for requesting a telecommuting schedule and is able to perform all of the necessary functions of the job. If an employee is granted a telecommuting schedule, the employee will be required to comply with the Employer’s policies governing telecommuting and the use of the Employer’s electronic resources.

## **ARTICLE 8 – SENIORITY**

### **8.1 – Definition of Seniority**

- a. 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.
- b. 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, including promotional probationary employees working on a part-time basis, 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** – New 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, 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**

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. Under such circumstances, non-exempt employees will be paid for the actual time worked, including any overtime, in accordance with state and federal wage and hour laws.

**9.5 – Stand-By Status**

The Employer and the Union recognize the job classification of Public Works Utilities Supervisor covered by this Agreement currently provides public works standby duties in conjunction with employees represented by the Public Works Union. The Public Works Utilities Supervisor shall continue to provide these duties in accordance with the Employer’s standby policy.

**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.

**9.7 – Overtime Eligibility for Exempt Employees**

Exempt employees shall be paid a salary and shall not receive overtime pay or compensatory time for hours worked in excess of forty (40) per week.

## 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
One (1) Floating Holiday	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 which fell 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 holiday 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 will receive a pro-rated portion of floating holiday hours based on hours 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:

Year of Employment	Vacation Hours Earned Per Year
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 1-5 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 1-5 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, provided that vacation requests may not be unreasonably denied. 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. In the event of a bona fide staffing emergency, such as an incident impacting critical Employer operations or impacting public health and safety, 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, new probationary employees may not use accrued paid sick leave until the ninetieth (90) calendar day after the commencement of employment.

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 annual carry-over 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 employer'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 employees' job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. 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 be used once it is earned. Sick leave is deemed “earned” when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days, the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor’s statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an “unreasonable burden or expense,” as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, in accordance with the terms of state or federal law, 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 unless otherwise prohibited by Washington law.

### 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

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

## 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 leave 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 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, including promotional probationary employees employed in such a capacity, are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees, if working more than thirty (30) hours per week, 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 250 and (2) AWC Kaiser \$200 Deductible. 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.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

- a. **Funding Agreement Employees**—Specific employees of the bargaining unit are funded in whole or in part by a public-private partnership funding agreement between the Employer and the Master Plan Developer, a private construction company. Pursuant to the terms of the funding agreement, these employees may have their health insurance benefits for themselves and their spouses and dependents paid 100% by the Employer. In the event the funding agreement expires, is terminated, or is otherwise modified, employees covered by the funding agreement will revert to the cost-sharing arrangement applicable to other employees, as described in paragraph (1) of Article 14.2.

### **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 – Paid Family and Medical Leave (RCW 50A.04)**

Effective January 1, 2020, employees have access to family leave and medical leave insurance based upon the requirements of Washington law, RCW 50A.04. Beginning January 1, 2019, employees will pay 100% of premiums, both the family leave and medical leave premiums, by way of a payroll deduction. Should the Employer grow in size beyond 50 employees, it will then begin paying 55% of the medical leave premium.

#### **14.9 – Vision and Orthodontia Coverage**

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

#### **14.10 – 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 September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 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.

## ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION

### **16.1 – 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. All employees covered by this Agreement shall continue to be covered by the applicable retirement system in which they are enrolled (*e.g.* PERS I, PERS II, PERS III). Retired employees covered by this Agreement who receive retirement benefits are excluded from enrollment in PERS, subject to any administrative fees charged by the State of Washington. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

### **16.2 – 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. 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 17 – EMPLOYEE DEVELOPMENT

### 17.1 – Training and Career Development

The Employer and Union agree training and career development are beneficial to both the Employer and affected employees. Training, career development, and educational needs may be identified/requested by both the Employer and employees. The Employer and Union recognize that employees are integral partners in managing their career development. The Employer is committed to providing employees with professional development opportunities within the parameters of available resources and budgetary constraints.

### 17.2 – 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 their 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.

## ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS

### 18.1 – 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 members of the bargaining unit holding non-director positions shall be subject to discipline and discharge only for "just cause." The terms of this Article apply only to non-director positions in the bargaining unit. The Employer retains the right to discipline initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

### 18.2 – 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, justifies a more severe response.

**18.3 – 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 and written reprimands carry no economic impact and are not subject to the grievance procedure stated in this Agreement and therefore may not be grieved.

**18.4 – 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 disciplinary decision.

### **18.5 – Employer Investigations**

- a. **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.
- b. **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.
- c. **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.

### **18.6 – Resignation and Retirement**

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

### **18.7 – Personnel Files and Right to Inspection**

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file and only removed if the accompanying disciplinary document is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

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

## ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS

### 19.1 – 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 members of the bargaining unit holding director level positions serve “at will,” meaning the Employer reserves the right to discipline, suspend, or terminate directors of the bargaining unit. These decisions are not subject to the grievance procedure, but are subject to the process and provisions provided below.

#### Section 1: Performance Deficiencies

No director shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

(1) Written Warning: A director shall receive a written warning specifically identifying the performance deficiencies, the steps to correct the deficiencies, and a specific period within which the deficiencies should be corrected. The director shall be given an opportunity to provide, directly to the Mayor, an explanation as to why his/her performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Suspension without Pay: If the deficiencies noted in a written warning are not corrected within the stated period of time, or the deficiencies reoccur within 24 months, the director may be suspended without pay for a period to be determined by the Mayor, not to exceed two (2) weeks. Prior to the suspension, the director shall be given an opportunity to provide, directly to the Mayor, his/her explanation as to why the performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(3) Termination: If, following the unpaid suspension, the director fails to correct the deficiencies, or if the deficiencies reoccur within 24 months, the Mayor may elect to terminate the director.

(4) Opportunity to Explain: Prior to the effective date of any termination decision under this section, the director shall be given an opportunity to provide, directly to the Mayor, his/her explanation as to why his/her performance was not deficient. The supervisor may also present the Mayor with an explanation as to why termination is not the correct decision and propose alternative solutions. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

## **Section 2: Ethical Violations, Conduct Detrimental, and Non-Performance Issues**

The Mayor retains the right to discipline or terminate a director for ethical violations, conduct detrimental to the office, or other non-performance issues against the best interests of the City.

(1) Opportunity to Explain: Prior to a termination decision, the director shall have the right to provide, directly to the Mayor, his/her explanation as to the underlying conduct and why termination or discipline is not appropriate. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Review Committee: If the Mayor elects to proceed with termination, the director may request to have the Mayor's termination decision evaluated by a review committee, as set forth by the below process and procedure.

*1. Review Committee Composition.* Within five (5) days of a termination decision, the Union may provide written notice to the Mayor stating that the terminated director requests an evaluation by a review committee. The Union and the Mayor shall then appoint the necessary review committee members within five (5) business days. A three (3) person review committee shall consist of two (2) city council members selected by the Mayor and one (1) Union representative.

*2. Review Committee Procedures.* The review committee shall meet within five (5) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for ethical violations, conduct detrimental to the office, or non-performance issues against the best interests of the City. The committee has the right to review written documents and request interviews with employees. If the committee determines the reason for termination is performance deficiencies and the required procedures have not been followed, then the termination shall be rejected. If the committee determines the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the director will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

*3. Communication of the Review Committee's Decision.* The decision of the review committee shall be communicated in written form to the Mayor and the Union within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Mayor's decision shall stand.

4. *Time Periods.* The time periods and deadlines stated in this section may be extended by mutual agreement of the Employer and the Union.

### **Section 3: Other**

A director subject to discipline or termination for any reason other than those set forth in Section 1 or Section 2 (with the exception of a layoff/furlough) shall be entitled to the process described in either Section 1 or Section 2, to be determined by the Mayor.

## **19.2 – Employer Investigations**

- a. **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.
- b. **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.
- c. **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.

## **19.3 – Resignation and Retirement**

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

## **19.4 – Personnel Files and Right to Inspection**

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

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

## ARTICLE 20 – GRIEVANCE PROCEDURE

### 20.1 – 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.

### 20.2 – 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.

- a. **Discipline/Discharge for Non-Director Positions:** Verbal warnings and written reprimands are not subject to the grievance procedure. Other higher forms of discipline may be grieved by non-director employees.
- b. **Discipline/Discharge for Director Level Positions:** Discipline and discharge decisions are not subject to the grievance procedure and may not be grieved.

### 20.3 – 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, then the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

### 20.4 – 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.

### **20.5 – 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).

### **20.6 – 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 Employer, acting through the employee’s immediate supervisor (or, if there is no immediate supervisor available, then the Human Resources Director), shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Administrator Classification** – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

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 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 Employer, acting through the Mayor or his/her designee, shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Administrator Classification** – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

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. If the grievance involves the Court Administrator classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- 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 Arbitrator 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. Challenge 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 an 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 20.6(3)(b) to select an arbitrator to rule on the merits of the grievance. Each party is responsible for its own costs, fees, and expenses incurred in handling a challenge to arbitrability and presenting its case. The party who loses a challenge to arbitrability, as determined by the arbitrator, shall pay for the costs and expenses charged by the arbitrator.

## ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL

### **21.1 – In General**

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough, but agrees to bargain the impacts of any such decision on wages, hours, and working conditions of employees. In the event of a layoff, temporary or 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 (“bump”) 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.

### **21.2 – 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.

## ARTICLE 22 – BARGAINING UNIT WORK

### **22.1 - Subcontracting**

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other 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 to mutual resolution or impasse, as required by Washington law.

### **22.2 – Delegation or Assignment of Bargaining Unit Work**

The parties recognize that employees of the bargaining unit are professional employees with supervisory or managerial responsibilities, and that there are times when it is necessary or beneficial to the Employer or employees of the bargaining unit to move work inside and outside of the bargaining unit. Under such circumstances, work may be delegated or assigned without bargaining. When employees of the bargaining unit delegate or assign work to subordinate employees outside of the bargaining unit, employees of the bargaining unit shall maintain supervisory control over the work and the manner in which it is performed. Nothing in this section shall be construed to permit the Employer the right to subcontract bargaining unit work outside of the Employer’s workforce without providing an opportunity to bargain.

## **ARTICLE 23 – PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE**

The parties recognize RCW 41.56.113 does not permit or grant employees the right to strike or the right to refuse to perform their official duties. 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 every 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 24 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION**

The Employer shall indemnify and defend employees, upon proper request, against any claims or legal actions for damages brought against them for any acts, errors, or omissions while acting in the course and scope of their employment. The Employer shall not provide indemnity and defense for any criminal, dishonest, fraudulent, or malicious actions.

## **ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT**

### **25.1 Term of Agreement**

This Agreement is effective January 1, 2018 and continues through December 31, 2020. 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.

### **25.2 Severability / Savings Clause**

If any Article, section, term, or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted law, or by any decree of a court or competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to promptly reopen negotiations promptly on any such invalidated Article, section, term, or provision to comply with the law.

## APPENDIX A—WAGE TABLE

- January 1, 2018      \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City at the time the City Council ratifies this Agreement. Subject to standard taxable withholdings.
- January 1, 2019      \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City as of January 1, 2019. Subject to standard taxable withholdings.
- January 1, 2020      REOPENER. In the fall of 2019, or at another time mutually agreed upon, the parties agree to reopen this Agreement solely for purposes of bargaining 2020 base wages. During reopener negotiations, no position in the bargaining unit will be subject to a decrease in base wages.

Employee monthly rates of pay as of January 1, 2018:

2018 & 2019 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Court Administrator	5,891	6,159	6,427	6,694	6,962
MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Building Official	6,962	7,364	7,766	8,167	8,569
Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Public Works Director	7,498	7,899	8,301	8,703	9,104
Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
Construction Inspector Supervisor	6,962	7,364	7,766	8,167	8,569

Signed this \_\_\_\_ day of December, 2018.

Signed this \_\_\_\_ day of December, 2018.

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117  
(Professional Unit)

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

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

\_\_\_\_\_  
Andy Williamson  
Employee representative

Signed this \_\_\_\_ day of December, 2018.

SIGNED FOR THE CITY OF BLACK DIAMOND  
MUNICIPAL COURT UNDER GR 29(f) FOR  
NON-WAGE RELATED ARTICLES APPLICABLE  
TO COURT PERSONNEL COVERED BY THIS  
AGREEMENT

\_\_\_\_\_  
The Honorable Krista White Swain