COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

January 1, 2018, through December 31, 2020

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AGREEMENT
By and Between

CITY OF SUMNER
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

This Agreement is made and entered into this _____ day of October, 2017, by and between the City of Sumner, Washington, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 286, hereinafter referred to as the "Union".

ARTICLE I – UNION RECOGNITION

1.1: The Employer recognizes the Union as the collective bargaining agent for all regular employees in the classifications listed in Appendix A. As a condition of employment all employees shall contribute their pro rata share of the cost of the representation within the bargaining unit whether a member of the Union or not, said payments to start after thirty (30) days of employment or the signing of this Agreement. The Employer further agrees that as a condition of employment all employees who are members of the Union at the time of this Agreement, and all employees who voluntarily join the Union, will remain members of the Union in good standing and the employee's monthly Union dues will be deducted in two equal payments, one from each regular payroll cycle.

> **1.1.1 Extra Agreements:** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

1.2: The Employer agrees to deduct monthly dues uniformly required in the bargaining unit in accordance with RCW 41.56.110-122 who voluntarily execute a wage assignment authorization form. Furthermore, the Employer agrees to deduct monthly additional sums for Union programs for those who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Union by EFT, ACH or check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues and or Union programs hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

1.3: The Employer agrees to provide notice to the Union of all represented positions job postings.

ARTICLE II – SENIORITY

2.1: Seniority shall prevail in layoffs for all employees after successful completion of the employee's trial period. Seniority shall be broken only by justifiable discharge, voluntary quit, or more than twelve (12) months layoff for employees with less than ten (10) years of service and eighteen (18) months layoff for employees having more than ten (10) years of service. In the event of a layoff, the last employee hired shall be the first laid off, and the last employee laid off shall be the first employee rehired.

2.2: Temporary employees hired to perform duties requiring certification at the WWTF will be paid at the minimum hourly rate for that position and shall not be employed for more than five (5) months unless mutually agreed to be extended by City and Union. These temporary employees are not members of the bargaining unit and are generally not entitled to any of the benefits in this agreement.

As defined in the Affordable Care Act, beginning January 1, 2015, temporary employees who are hired with the intent of working more than 30 hours per week for more than 90 days are eligible for health care benefits. Health care coverage would be effective the beginning of month three (3). For example if an employee begins work January 16th, they would begin receiving medical benefits March 1st provided that their expected length of service would be more than 90 days. If the requirement to provide health care coverage under the Affordable Care Act changes or is delayed, the parties agree to meet to discuss the changes as they pertain to this article.

Extra employees shall not be employed to deprive regular employees of Saturday or Sunday overtime or assigned duties.

2.3: The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoffs and rehiring within the bargaining unit.

2.4: The trial period for new employees hired as Senior Operators, Lab Analysts or Chief Operator shall have a six (6) month trial period. All other classifications have a twelve (12) month trial period. Periods of leave without pay, or employees who are in a shared leave status for over 80 consecutive hours, shall not count towards the length of the trial period. The employee's supervisor shall conduct at least one mid trial period evaluation of the employee listing any areas that are of concern in which the employee does not meet the requirements of the job.
Regular employees who accept a new position, or progress to a higher classification, shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall conduct at least one mid trial period evaluation of the employee listing any areas that are of concern in which the employee does not meet the requirements of the job. Upon successful completion of the trial period, the employee shall receive a step increase. Step increases would occur annually thereafter until the employee reaches the top step in their band.

2.5 Promotional Vacancies: The Operator in Training, Maintenance Technician, Operator 1, and Engineering Technician classifications are considered entry level positions and should be open to the public. The Chief Operator, Lab Technician, Lab Analyst and Senior Engineering Technician classifications are considered promotional opportunities and shall be recruited in the following manner:

1. The promotional position will be opened internally to bargaining unit members only for a minimum of five (5) business days. Business days shall include only Monday through Friday.
    a. The Senior Engineering Technician and Electrician/Instrumentation Technician classification will be opened internally to all City employees.
2. If the City receives written notification from at least two employees who meet the minimum qualifications for the position, an objective personnel selection process will be conducted. If the applicants are found to be equally qualified, as a result of the selection process, selection will be based upon seniority.
    a. If less than two qualified employees apply the City may recruit for the position externally.

The internal posting provisions may be waived, or modified, by mutual agreement between the Union and the Employer.

2.6 Operator Classification Progression: Classifications for Operators are solely based on the State Level Certification that the employee holds. After the employee successfully obtains a higher certification he/she shall be reclassified to the corresponding operator classification effective the first day of the next pay period. The employee will be placed in the new classification's wage band at one step lower than their previous classification e.g. An Operator 2 at step three (3) achieves their level 3 license will be moved to step two (2) of the Operator 3 classification.

ARTICLE III – GRIEVANCE PROCEDURE

3.1: A grievance is defined as a dispute arising under the terms and conditions of the Agreement. If any such grievance arises it shall be submitted to the following grievance procedure:

In an effort to resolve disagreements at the lowest possible level, the employee will meet with their supervisor within fifteen (15) calendar days of the alleged occurrence. This meeting shall occur prior to the official filing of a grievance at Step 1 of the grievance procedure. The employee may request the attendance of a Union representative. Management will set the time and meeting place.

Time limits in the following Steps may be extended by mutual written consent of the parties hereto.

Step 1: If the disagreement is not resolved at the immediate Supervisor's level. Then the grievance shall be submitted in writing to the Department Director within ten (10) calendar days of the meeting with the immediate Supervisor. The Department Director will meet with the affected parties within ten (10) calendar days. The Department Director shall make a decision on the matter within fifteen (15) calendar days. The parties shall make every effort to resolve the grievance at this level.

Step 2: If the grievance is not resolved the grievance may be presented to the Mayor or his/her designee in writing within fifteen (15) calendar days, setting forth the detailed facts concerning the nature of the grievance section of the contract allegedly violated and remedy sought. The Mayor or his/her designee shall meet with the employee, Union representative and Department Head within fifteen (15) calendar days of receipt of the written grievance. The Mayor shall send a written answer stating his/her position to the employee within fifteen (15) calendar days of such meeting.

Step 3: If the grievance is not settled in Step 2, either the Employer or the Union may submit the issue in writing to arbitration within fifteen (15) calendar days. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of seven (7) arbitrators shall be requested from the Public Employee Relations Commission (PERC). The list shall only include arbitrators from within Washington State. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or

determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator shall be borne equally by the Employer and the Union.

Each party is responsible for the costs of its staff representatives, attorney, and all other costs related to the development and presentation of its case.

ARTICLE IV – VACATIONS

All employees covered under this agreement shall be entitled to annual vacation accruals as follows:

Years of Service	Vacation Days (Hours)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

The accrual shall start from the date of employment. No vacation leave shall be allowed to temporary employees. Whenever practical, vacations will be given at the time most desired by the employees who will be permitted to indicate their choices by order of seniority. The City, however, reserves the right to schedule vacations so as to not interfere with normal operations and business requirements.

Total vacation accrual must be at or below 368 hours by the end of the calendar year. Unused vacation time will be forfeited to the City. An employee may request a three month extension to use the vacation time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

ARTICLE V – DISCRIMINATION

5.1: The Employer and the Union agree not to discriminate against any employee of a protected class including but not limited to race, color, creed, sex, national origin, age, marital status, sexual preference or sexual identity. The Employer and the Union further agree not to discriminate against any employee

based on the presence or appearance of a mental, sensory or physical handicap, subject to occupational requirements and the ability to perform the job.

5.2: Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender.

5.3: No public employer or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.040.

ARTICLE VI – PENSION

6.1: The city makes contributions on behalf of all eligible employees to the Social Security System. In addition to those contributions made by the employee through FICA payroll deductions, most regular full-time and regular part-time employees are also covered under the Department of Retirement Systems Public Employees Retirement System (PERS). Eligibility, benefit levels and contribution rates are set by the State of Washington.

6.2: An employee solely at their own expense, and election to do, so may contribute through payroll deduction to the Central Pension Fund of the International Union of Operating Engineers, or the International Union of Operating Engineers Local 286 Retirement plan, or both.

ARTICLE VII – SICK LEAVE

7.1: Sick leave shall accrue at the rate of eight (8) hours per month. Unused sick leave shall accumulate in a bank, and reported each pay period on the employee's paycheck. A doctor's note may be required and turned in to the employee's supervisor after more than a three day absence.

7.2: Employees shall be reimbursed for unused sick leave of up to 720 hours at their regular base rate of pay when they are permanently separated from employment in accordance with the following schedules:

Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Layoff	50%
Death	100%
Retirement	100%
Disability Retirement	100%

Employees hired on or after January 1, 2018*:

Termination for cause	0%
Resignation	25%

Layoff	25%
Death	100%
Retirement	100% for first 360 hours, 25% for up to an additional 360 hours
Disability Retirement	100%

* This provision would only become effective if the City successfully negotiates it into the Police Guild contracts as well as adopts it into City Code for non-represented employees. If the Police Guild or non-represented employees receive a more generous benefit, members of this union shall receive the same.

7.3 Sick Leave Reopener: In 2018, Washington State Law will make it mandatory for employers to provide paid sick leave to their employers. While it is assumed that this agreement will meet the requirements of the new law, the final rules will not be out until late 2017. If necessary both parties agree to meet and bargain the impacts of the new law.

ARTICLE VIII – PROTECTED LEAVE

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

a. Family and Medical Leave (29 U.S.C. 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 will be determined by applicable law and will be administered according to the Employer's policy.

8.2 Protected Leave Use: Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

ARTICLE IX – HOLIDAYS

9.1: The following holidays are adopted as recognized and observed as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

Additionally members are entitled to any holidays granted to other bargaining units of the City; and such other days as may be proclaimed by the Governor of the State of Washington, the President of the United States, and any other day fixed as a holiday of Resolution by the City Council.

9.1.1 Engineering Technicians: Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday, with the exception of Christmas Eve which would be observed the preceding Friday.

9.1.2 WWTF Employees: In recognition that the Wastewater Treatment Facility operates and must be staffed seven (7) days per week, their paid holidays shall be treated differently than the Engineer Technicians. At the beginning of each year employees working at the WWTF shall receive 88 hours of holiday leave (11 holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, or long term medical leave).

Between November 1st and November 30th employees may request the actual holiday(s) off for the following year. Requests received during this period will be considered by seniority and operational need of the facility. Requests for actual holidays off after this period shall be granted based on operational need and first come first served basis.

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.

Examples:

Employee A separates from employment June 30th. Prior to June 30th he has already used 40 hours of holiday time. January 1-June 30th there were only four holidays (32 hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.

Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were four holidays (32 hours). The shortage (24 hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.

9.2 Floating Holiday: Each employee shall receive a floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

ARTICLE X – DISCIPLINE

10.1: The Employer has the right to discipline any employee for just cause. Any such disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the severity of the offense. Progressive discipline will normally consist of a verbal warning first, a written warning second, temporary suspension third, and finally termination of employment. Except in the case of severe misconduct, there shall be a written warning in the personnel file for the same type of misconduct as the suspension or discharge.

10.2: Written reprimands and suspensions less than forty (40) hours may remain in the employee's personnel file for a period of not more than thirty-six months. A copy of such written reprimand / suspension shall be sent to Operating Engineers, Local 286 at the time it is given to the employee. Records retained in an employee's personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

10.2.1: Suspensions of forty (40) hours or more or demotions may be retained permanently in the employee's personnel file. A copy of such written reprimand / suspension shall be sent to Operating Engineers, Local 286 at the time it is given to the employee.

10.3: The employee or the union shall the right to process any disciplinary action as a grievance through the grievance procedures except for documented verbal reprimands and except for employees serving an initial probationary period who are disciplined. Employees have the ability to submit a written rebuttal to documented verbal reprimands that shall be attached to the documented verbal reprimand and placed in a supervisor file for the purposes of completing an annual evaluation not to exceed one year.

ARTICLE XI – WORK STOPPAGES

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

ARTICLE XII – BULLETIN BOARDS

The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit; maximum size to be not greater than two (2) feet by three (3) feet.

ARTICLE XIII – INSPECTION PRIVILEGES

Authorized agents of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XIV – HOURS OF WORK, SALARY AND OVERTIME

14.1 Base Salaries: Base salaries shall be paid to the members of the Union in accordance with Appendix A.

14.2 Hours of Work: A normal work week shall consist of four (4) or five (5) consecutive work days, followed by two (2) or three (3) days of rest, depending on the shift schedule. Normal hours of work shall be for a continuous eight and one-half (8-1/2) hour period with thirty (30) minutes for lunch or a continuous ten and one-half (10-1\2) hour period with thirty (30) minutes for lunch.

14.2.1 Weekend Shift Scheduling: The WWTF requires work to be performed seven days per week. The City and Union agree to schedule the weekend shifts in one of the following manners:

A. The weekend shifts will be filled by one employee volunteer. The employee volunteer would be identified by November 1st of each year, for the following year's schedule. In the event that more than one employee volunteers to work the weekend shift, option B shall apply.

B. The weekend will be split between two employee volunteers (one employee's work week would include the Saturday; the other's would include the Sunday). Employee volunteers would be identified by November 1st of each year, for the following year's schedule. In the event that more than two employees volunteer to work a weekend shift, seniority shall prevail.

C. If there are not two volunteers, a schedule will be developed that schedules employees in four week rotations to cover both weekend days (one employee would cover both weekend days). As part of the rotation, the scheduling may include requiring an employee to work a 4-10 schedule during the transition week(s). The City should make every effort to ensure that an employee has at least two days off in a row during the transition week(s). This schedule shall be posted by December 1st for the following year.

14.3 Overtime: All hours worked in excess of eight (8) or ten (10) hours per day depending on the shift schedule, or forty (40) hours per week shall be paid for at the overtime rate of time and one-half. The

use of vacation, holiday, sick, compensatory time or bereavement leave shall be counted as time worked for the purpose of computing overtime.

Overtime worked on a Sunday or recognized holiday shall be paid double their regular hourly rate.

14.3.1 WWTF Scheduled Overtime: Scheduled overtime is pre-planned work or scheduled shift coverage. Scheduled overtime does not include shift extensions or call backs.

The employer shall offer scheduled overtime according to the highest Operator classification (exclusive of the Chief Operator), in seniority order until sufficient volunteers are selected to perform the work. In order to be available for emergency situations, the on-call operator is not eligible to be scheduled for overtime. Notwithstanding the foregoing, when projects require special certifications overtime shall be assigned to certified employees by seniority.

Where an insufficient number of volunteers accept the overtime assignment, the employer shall assign the overtime work to the on call operator, and if additional staff is needed it shall be assigned in inverse seniority order, without regard to classification level. If inverse seniority is used to staff the overtime, the Chief Operator has the discretion to determine if the employee is qualified to perform the work. If the employee is not qualified, they can be skipped over and the overtime assigned to the next lowest in seniority employee.

14.3.2 Engineer Technician Scheduled Overtime: Engineering Technicians required to work overtime shall be compensated as follows: All scheduled work performed on Saturday will be paid at time and one-half for a minimum of three hours. On Sundays and designated holidays, Engineering Technicians who are required to work shall be paid double time for a minimum of four hours. There is no minimum overtime period if the overtime is contiguous to a scheduled shift.

14.4 Compensatory Time: Employees may accrue compensatory time off at the same rate as it was accrued for authorized overtime work in lieu of overtime pay; provided such compensatory time may not be accrued in excess of the maximum allowable under the Fair Labor Standards Act (240 hours). Use of compensatory time shall be by mutual agreement between the employee and their supervisor, upon the request of the employee, and subject to approval based on staffing needs of the department. Employees may accrue compensatory time off at the rate of double time per hour for authorized overtime work in lieu of overtime pay for work performed on Sundays and holidays. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

14.5 Shift Extension: A shift extension is time worked (scheduled or unscheduled) by an employee contiguous to the beginning or end of a regularly scheduled shift. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked in addition to the regular shift. There is no minimum overtime period if the overtime is contiguous to a scheduled shift.

14.6 Callback: When an employee is called in for work during off hours and after leaving his/her regular place of work, he/she shall receive not less than three (3) hours pay at the overtime rate. When an employee is required to respond to an emergency that can be resolved without returning to his/her

regular place of work, they shall receive one (1) hour pay at the overtime rate. This remote response pay shall not be combined with any call-back pay. If an employee is called in for work during Sundays or Holidays, the City will pay double time for a minimum of four (4) hours.

When an employee works overtime in which the start time is on a regular day and extends into a Sunday or recognized holiday, the overtime rate of pay changes at midnight.

Example: An employee gets called in at 11:00 PM on a Saturday. The employee would receive one (1) hour of overtime and two (2) hours of double time.

14.7 WWTF In-Charge Pay: If an employee is assigned to perform work and responsibilities of a higher classification for a period of one (1) or more full-days, or when scheduled to work on a weekend or holiday, they shall be paid at the higher hourly wage for the entire assignment. The intent is to not assign more than one person as in-charge per day. In-Charge pay is only paid when both the Chief Operator and WWTF Superintendent are absent. In-Charge pay shall be assigned based first on highest classification and then by most seniority within the highest classification.

14.8 Shift Premium: Hours of work for the Treatment Facility shall be from 6:00 a.m. to 6:00 p.m. All hours before or after normal hours of work for assigned shift schedules, and Saturday and Sunday and second and third shift, shall be compensated at an additional two dollars ($2.00) per hour, but shall not be combined with any other additional compensation except for in charge compensation.

Hours of work for Engineering Technicians shall be from 6:00 a.m. to 6:00 p.m. All scheduled regular hours outside these times shall be compensated at two times their regular hourly rate, but shall not be combined with any other additional compensation including overtime (including shift extensions and call backs). If the majority of the scheduled regular hours occur before 6:00 a.m. the entire shift shall be at the premium rate (e.g. work runs from 10:00 p.m. to 7:30 a.m.—rate of pay does not revert to regular from 6:00 a.m. to 7:30 a.m.). Time worked shall count toward their normal 40 hour work week and shall be exchanged for a normally scheduled shift on a per hour basis. If the employee chooses they may take accrued leave to fulfill their 40 hour work week.

For example: An Engineering Technician is scheduled to monitor/inspect a night work performed by an outside contractor from 9:30 p.m. to 6:00 a.m. on a Wednesday. The employee would work the following schedule:

Monday	*Tuesday*	*Wednesday*	*Thursday*	*Friday*
7:30 a.m. – 4:00 p.m	*7:30 a.m. – 4:00 p.m* *9:30 p.m. – 6:00a.m. (Wed)*	*Off (Regular hours worked overnight)*	*7:30 a.m. – 4:00 p.m*	*7:30 a.m. – 4:00 p.m*

14.9 On-Call Pay: Employees required to be on-call shall receive a standby premium of two dollars and eighty-eight cents ($2.88) per hour assigned. For the purposes of on-call, hours assigned include Monday through Friday when the facility is not staffed (15.5 hours) and 24 hours on Saturday and Sunday and Holidays. Employees unable to fulfill the entire weekly assignment may split the week with another qualified (employer approved) employee in daily increments.

By November 1st of each year, a list of Operator volunteers will be established to fulfill on-call responsibilities the following calendar year, in weekly rotating assignments. The employer has the

ability to determine which Operators are eligible for on-call responsibilities. Typically the Chief Operator, Electrician/Instrumentation Technician and Laboratory Technician are not eligible for being on-call. The minimum pool of on-call Operators is three. If less than three operators volunteer for on-call responsibilities, qualified Operators will be assigned in reverse seniority to meet the minimum pool.

If an on-call operator is unable to be on-call due to long term medical reasons, or separates employment, the on-call position may be filled by a volunteer by seniority. Employees desiring to be removed from the pool mid-year for other reasons will be considered on a case by case basis in conjunction with the Union. If no one volunteers, the position shall be filled by reverse seniority. The intent is to maintain the same number of volunteers for the entire calendar year—regardless of the minimum pool.

> **14.9.1 Secondary Call-Outs:** When an On-Call Operator needs additional assistance on a call-out; they shall be responsible for requesting assistance, by highest Operator classification, in seniority order. Notwithstanding the foregoing, the On-Call Operator may request assistance from either the Electrician classification, in seniority order, and/or the Chief Operator, where the nature of the work requires such qualifications.

14.10 Holiday Pay: Holiday pay shall be paid to any member for all hours actually worked on holidays recognized and observed by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is two times the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is $10 per hour, their holiday pay for actual hours worked on the holiday will be $20 per hour.

When members work overtime on a recognized holiday, their holiday overtime rate of pay shall three (3) times their regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is $10 per hour, their holiday overtime pay for actual hours worked on the holiday will be $30 per hour.

14.11 Inclement Weather Time: Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall shuts down or reduces working hours due to inclement weather. Inclement weather time is additional accrued leave, for those hours actually worked (matching time) during normal City Hall business hours (Monday – Friday, 8am – 5pm) in which general City Hall employees were not required to be at work. There shall be no pyramiding of inclement weather time with overtime. Inclement weather time must be used by the end of the calendar year. Unused inclement weather time will be paid out at the applicable wage. An employee may request a three month extension to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

> *Example: The employee is scheduled to work 8am-4:30pm. City Hall closes early at 3:30pm. The employee who is required to remain at work will begin accruing inclement weather time, in addition to their normal wages. Inclement weather time is only earned until the employee's shift is over at 4:30pm. At 4:30pm the employee begins accruing the applicable overtime rate of pay.*

14.11 Meal Payment: Anytime an employee works four (4) consecutive hours of unscheduled overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) consecutive hours, the employee will receive a $15.00 (fifteen dollar) meal allowance, if

not provided a meal by the Employer. The $15.00 is payable in the corresponding pay check and is a gross amount. The meal payment does not apply to any previously scheduled overtime.

Examples:

A. *The employee works 7 hours of overtime immediately following a regularly scheduled shift. The employee would receive one meal payment.*

B. *The employee is called out on a day off and works 13 hours of overtime. The employee would receive two meal payments.*

ARTICLE XV – WAGES AND CLASSIFICATIONS

Wages and Classifications: See Appendix "A".

ARTICLE XVI – MANAGEMENT RIGHTS

Subject to the terms of this Agreement, it is understood and agreed that the City of Sumner possesses the sole right to operate the Public Works Department, regardless of the frequency or infrequency of such exercise. It is also understood that such rights include, but are not limited to, the following:

a. To determine the Department's mission, policies, and set forth all standards of service offered to the public;
b. To plan, direct, control, and determine the operations or services to be conducted by the employees of the Department;
c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
d. To manage and direct the employees of the Waste Water Treatment Facility;
e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Waste Water Treatment Facility and Engineering Technicians;
f. To establish work rules and rules of conduct;
g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees when warranted;
h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding;
i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided, nothing in this right would be deemed to waive the Union's right to bargaining as defined by Washington law.

The City and Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or the Union.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedures as the City may determine, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the City. Provided, nothing in this Article shall be deemed to waive the Union's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining as defined by Washington law.

This Article is not intended to supersede any article, section, or subsection of the Labor Agreement between the City and the Union.

ARTICLE XVII – JURY DUTY

When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, he/she shall advise the Employer upon receipt of such call, and if taken from his/her work for such service shall be compensated at their regular straight hourly rate of pay, provided that the employee remits the daily jury fee to the City. The Employee shall not remit per diem (travel, parking and meal) fees to the City.

ARTICLE XVIII – BEREAVEMENT LEAVE

Any regular employee covered by this Agreement who suffers a death in their immediate family, shall be compensated for and given three (3) workdays off with twenty-four (24) hours straight-time pay, and if the funeral is out of state, five (5) workdays off with forty (40) hours straight-time pay. Immediate family shall be defined as a spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both-sides, step parents, aunt, and uncle. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family.

ARTICLE XIX – SCHOOLING, LICENSING AND CLOTHING

19.1: The City agrees that the City's budget shall contain funding for employment related vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State Licenses and Certificate of Competency required for the operation of the facility and job descriptions. This shall include licenses and certificates required for classifications above the employee's current classification, including but not limited to the State Commercial Driver's License endorsement. The City shall not pay for standard driver's licenses, or non-applicable endorsements i.e. motorcycle. Employees will use the annual evaluation/review process to request additional training to facilitate their annual career goals.

For positions that require a CDL, the City will provide the training needed (classroom and driving) to obtain their license. The costs associated with the written test will be reimbursed to the employee. The training will be coordinated with a third party trainer and may be in conjunction with another City. The City desires to provide all required training in a timely manner in order to prevent certifications from lapsing. Employees who are aware they have certifications lapsing should notify the superintendent who will attempt to have the employee receive training prior to the certification lapsing. If the training is not available, or staffing doesn't allow, the employee will be sent to the next available local training. Employees will use the annual evaluation/review process to request additional training to facilitate their annual career goals.

> **19.1.1 Sleep Studies:** If an employee is required to perform a sleep study pertaining to their CDL, the employee will receive the next work day off. The day off will be compensated at regular time.

19.1.2 CDL Loss: If an employee should be disqualified temporarily or permanently from renewing their Commercial Driver's License or their Department of Transportation Medical Card for any reason, the City and the Union will mutually discuss alternative solutions, and if a reasonable accommodation can be made.

19.2: Tuition Reimbursement:

19.2.1 Eligibility: Regular full-time employees who have completed their trial period are eligible for tuition reimbursement for an Associate's degree through an accredited college, or a Bachelor's of Science or Arts degree from an accredited in-state college. The degree of study must be related to the employee's classification. Generally, no reimbursement will be provided for pursuit of a Master's or Doctorate degree. The Mayor or City Administrator will determine eligibility of reimbursement for Master's and Doctorate degrees.

19.2.2 Application: Employees must apply at least 10 days prior to registration and receive approval prior to commencing the class or classes that may be eligible for reimbursement. Employees shall use the **Tuition Reimbursement Request Form**, obtain their Department Director's signature, and submit it to Human Resources. Blanket approval for a course of study will not be given; each class or group of classes must be submitted separately.

19.2.3 Requirements: The course(s) should correlate to the employee's current position, or to positions which are with a reasonable line of promotional progression for the employee with the City. The employee must obtain a 'C' or 2.0 or better on a 4.0 scale, or a 'Pass' if the school equates a pass with a 'C' grade or higher. Upon completion of the course, the employee must submit a receipt for tuition and a grade slip or grade transcript to obtain reimbursement.

19.2.4 Reimbursement: The employee may be reimbursed for up to 50% of the public university in-state tuition fee minus any other financial aid. Tuition Reimbursement only applies to the costs of tuition and does not apply to books, lab fees, travel expenses or material costs. The employee will not be on paid City time or expect additional compensation or overtime while attending such courses.

19.3: The City agrees to furnish work clothing (coveralls during the winter and uniforms during the summer, rubber boots, and rain gear) including a warm and/or water resistant jacket.

The City agrees to provide towards the purchase of safety work boots specifically for City work:

The City agrees to pay each regular full-time WWTF employee who has successfully completed their trial period $350 annually towards the purchase of safety work boots. This amount is based on gross and will be included in the employee's regular payroll check January 20th, of each year. Regular full-time employees in the classification of Engineering Technician shall be paid $350 annually towards the purchase of safety work boots and / or clothing. New employees starting after January 20th will have to wait until the following year provided they have successfully completed their trial period.

ARTICLE XX – LEAVE FOR SCHOOLING

One or more employees will be granted paid leave to attend one meeting per month of the P.N.P.C.A. The number of employees attending will be governed by the need of the operation. All employees will be given equal opportunity to attend.

ARTICLE XXI – HEALTH AND WELFARE MEDICAL AND DENTAL-COVERAGE

21.1 Healthcare: Employees and eligible dependents will be covered under the AWC High Deductible Healthcare Plan (HDHP) with Health Savings Account (H.S.A.) and Health Reimbursement Account (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

21.1.1 Health Savings Account (H.S.A.): The City will contribute the following amount to each employee's H.S.A.:

Insured	Contribution:
Employee Only	$1,500
Employee and Child	$3,000
Employee and Child x 2 or more	$3,000
Employee and Spouse	$3,000
Employee, Spouse and Child	$3,000
Employee, Spouse and Child x 2 or more	$3,000

The annual H.S.A. contribution will be deposited into the employee's H.S.A. on the first payday in January. Employees hired mid-year will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account information provided), then as scheduled above thereafter. Employees who have a qualifying event that results in a change in coverage status, e.g. have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

21.1.2 Health Savings Account Ineligibility/Choice: If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution of the Employee Only amount, to the employee's deferred compensation account.

21.1.3 Health Reimbursement Account (Bridge): Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out of pocket medical costs.

Insured	H.R.A. Eligibility:
Employee Only	$2,400
Employee and Child	$4,800
Employee and Child x 2 or more	$4,800
Employee and Spouse	$4,800
Employee, Spouse and Child	$4,800
Employee, Spouse and Child x 2 or more	$4,800

The H.S.A. and bridge (H.R.A.) work as follows:

Employee Only

$1500 H.S.A. $2400 Bridge $1100 OoPM

	Medical Costs	Who Pays	Funding Source
Deductible	0-1,500	Employee	H.S.A.
80/20 Co-Insurance	1,500.01-3,900	City	Bridge
	3,900.01-5,000	Employee	Employee / H.S.A.
OoPM	5,000 +	Insurance	Insurance

Employee + Dependents

$3000 H.S.A. $4800 Bridge $2200 OoPM

	Medical Costs	Who Pays	Funding Source
Deductible	0-3,000	Employee	H.S.A.
80/20 Co-Insurance	3,000.01-7,800	City	Bridge
	7,800.01-10,000	Employee	Employee / H.S.A.
OoPM	10,000 +	Insurance	Insurance

21.1.4 Refusal of Medical Coverage: In accordance with the AWC Employee Benefit Trust underwriting rules, eligible employees who choose to waive city medical and/or dental coverage for themselves or their dependents because of coverage in another plan may receive $100.00 per month, which shall be added to the employee's paycheck as a gross amount. In order to refuse medical coverage, the employee must certify that they have minimum acceptable coverage compliant with the Affordable Care Act.

21.2 Dental Coverage: Delta Dental Plan J 100% Employer paid premium for employee and eligible dependents.

21.3 Vision Coverage: Vision Service Plan $0, 100% Employer paid premium for employee and eligible dependents.

21.4 Medical Reopener: Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

- AWC High Deductible Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), maximum deductibles or out of pocket maximum.
- If AWC offers another High Deductible Plan.

- A reduction of the maximum contribution amount to a Health Savings Account (H.S.A.).
- Changes to the Affordable Care Act that affect AWC plan offerings.

21.5 Life Insurance: The Employer will provide fifty thousand dollars ($50,000) group life insurance policy for each full-time employee. The Employer shall pay the accrual premium cost of such insurance.

21.6 Flexible Spending Account (Section 125): The City of Sumner shall continue to provide access to a Flexible Spending Account. The availability of the type of FSA is dependent on medical coverage. Dependent care FSAs are not dependent on medical coverage and are available to all employees. Employees may contribute their own funds to the plan maximum.

ARTICLE XXII – SAVINGS CLAUSE

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

ARTICLE XXIII – NEGOTIATION TEAM COMPENSATION & SHOP STEWARD EDUCATION

23.1 Negotiation Team Compensation: The parties in this agreement recognize the value to both the Union and the Employer of having employees participate as part of the negotiations process. Therefore, the Employer agrees that employees who participate in bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate while participating in these joint collective bargaining session that occur during their normal working hours. Joint collective bargaining sessions shall be set at such times to accommodate both parties and so as to not cause any other member of the bargaining unit to be compensated for overtime as a result of the session.

23.2 Shop Steward Education: The parties to this agreement recognize the value to both the Union and the City of having trained shop stewards. Therefore, the City agrees to provide, upon request of the Union, one (1) paid day per year, for one (1) shop steward to attend a Union Education Conference or Shop Steward Training. The Union must notify the City in advance of the conference or training. The City may adjust the shop steward's work week to allow for attendance of the conference or training. For example, where the shop steward normally works Monday through Friday and the shop steward training is scheduled for Saturday, the City may adjust the shop steward's work week to Tuesday to Saturday.

ARTICLE XXIV – DURATION

This Agreement shall be in full force and effect from January 1, 2018 until December 31, 2020 and each year thereafter, unless at least sixty (60) days written notice has been given by the Employer or by the Union of a desire to change or terminate the Agreement.

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CITY OF SUMNER

By: _____
David L. Enslow, Mayor

By: _____
John Galle, City Administrator

Attest:

By: _____
Michelle Converse, City Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

By: _____
Jeff Frazier, Business Representative

By: _____
Ron Basinger, Shop Steward

APPENDIX A—WAGES
to the
AGREEMENT
by and between
CITY OF SUMNER
and
LOCAL UNION NO. 286
INTERNATIONAL UNION OF OPERATING ENGINEERS
(January 1, 2018 through December 31, 2020)

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and Local Union No. 286, hereinafter referred to as the "Union."

Section 1: 2018 Wage Schedule

Several new senior level classifications will be added in 2018 to reflect the State of Washington licensing requirements. Employees meeting the State licensing requirements will be automatically moved into the appropriate classification effective January 1, 2018.

3.75%	1	2	3	4	5
Operator in Training	4566		4949		
Maintenance Technician	5152	5366	5515		5874
Operator 1	5152	5366	5515		5874
Journey Operator 2	5515	5744	5983		6231
Lab Tech	5515	5744	5983		6231
Sr. Operator 3	5983	6231	6439		6543
Lab Analyst 3	5983	6231	6439		6543
Sr. Operator 4	6231	6439	6750		6854
Lab Analyst 4	6231	6439	6750		6854
Electrician/Instrumentation Technician	6313	6575	6848		7197
Chief Operator	7225				7580
Engineer Technician	4858	5137	5430	5741	6070
Senior Engineer Technician	5223	5522	5838	6173	6528

The above wage schedule includes a cost of living adjustment equal to 3% based on 100% of the increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2016 to June 2017, specified by the Bureau of Labor Statistics, United Sates Department of Labor.

The wage schedule also includes a 0.75% market increase for all classifications.

Section 2: Cost of Living Adjustments

a. Effective January 1, 2019, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2017 to June 2018, specified by the Bureau of Labor Statistics, United Sates Department of

Labor.

b. Effective January 1, 2020, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2018 to June 2019, specified by the Bureau of Labor Statistics, United Sates Department of Labor.

Section 3: Market Adjustments

Effective January 1st of 2019 there shall be a market increase of 1.5% for all classifications. This amount shall be in addition to any cost of living adjustment.

Effective January 1, 2020 there shall be a market increase of 1.25% for all classifications. This amount shall be in addition to any cost of living adjustment.

Section 4: Contract Settlement Payment

In consideration for settling this agreement, the City shall provide a one-time payment in 2018 of $1200.00. Fifty percent (50%) of the settlement payment must be deposited into the employee's H.S.A. account (or deferred compensation account if ineligible for an H.S.A.); the remainder may be in the form of cash, deferred compensation or H.S.A. contribution. The payment will be issued on the first regular payday in January 2018.

Section 5: Educational Incentive

Employees in the Engineer Technician classification are eligible for the following educational incentives, provided that their degree is related to their job duties and from an accredited school or program:

- Vocational Degree: $75 per month
- AA or AS Degree: $150 per month

Section 6: Deferred Compensation

The City will contribute each month to deferred compensation accounts one-hundred and eighty-five dollars ($185.00) with no contribution match from the Employee required.

Section 7: Long Term Disability Insurance

The employer shall provide Long Term Disability Insurance to each of the members through The Hartford Insurance Company.

APPENDIX B—TRAIL MAINTENANCE
to the
AGREEMENT
by and between
CITY OF SUMNER
and
LOCAL UNION NO. 286
INTERNATIONAL UNION OF OPERATING ENGINEERS
(January 1, 2018 through December 31, 2020)

As part of the 2017/18 biennial budget process the City has been evaluating the staffing needs of the Wastewater Treatment Facility. In 2016 the City completed a significant upgrade that nearly doubled the size of the facility. One item that was evaluated was work performed by the Operating Engineers Maintenance Technician position. The Maintenance Technician currently performs trail maintenance outside of the facility. This type of work is performed by members of the Teamsters Union throughout the rest of the City.

By June 1, 2017 the City desires to move all trail maintenance to the Teamsters Union. All grounds maintenance within the facility will still be considered Operating Engineers work. By moving this work the Maintenance Technician will have additional capacity to address the workload needs of the Wastewater Treatment Facility. This move will not result in a lay off or reduction in labor. The City reserves the right to evaluate the Maintenance Technician position in the future, including reclassifying it as an Operator.