

# COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

**GENERAL TEAMSTERS, LOCAL NO. 313  
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JANUARY 1, 2019 – DECEMBER 31, 2021**

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**AGREEMENT**

**By and Between**

**CITY OF SUMNER**

**and**

**GENERAL TEAMSTERS, LOCAL NO. 313**

**AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JANUARY 1, 2019 – DECEMBER 31, 2021**

**PREAMBLE**

This agreement is entered into this first day of January 1, 2019 by and between the City of Sumner, hereinafter referred to as the Employer, and the General Teamsters, Local No. 313, Affiliated With International Brotherhood of Teamsters, hereinafter referred to as the Union, and only applies to such parties.

**ARTICLE I – RECOGNITION**

**1.1** The Employer recognizes the Union as the collective bargaining agent for the regular full-time and regular part-time employees of the classifications listed in the Public Works, Shops, Parks, Fleet and Cemetery Departments. The Employer will inform new employees eligible for membership in the bargaining unit of the Union's exclusive representation.

Regular part-time employees shall be those who are appointed to approve budgeted positions, work thirty-seven (37) hours a week or less, and have no predetermined or projected termination/ending date, and have successfully passed their twelve (12) month trial period.

These employees are entitled to rights and prorated benefits of the Collective Bargaining Agreement based on the number of hours worked. An employee must work a minimum of twenty (20) hours per week to qualify for prorated benefits. This definition does not include "seasonal" or "temporary employees".

**1.2** The Employer agrees to deduct monthly dues, in two equal payments, from bargaining unit members who have authorized such deductions in writing. The Employer shall transmit such deduction to the Union by 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 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 the wages of such employee. The Employer will promptly notify the Union in writing of any claim,

demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 1.3** An employee may stop paying union dues by submitting a written request to the Union and/or Employer. Upon receipt of the employee's notice the receiving party shall promptly notify the other party (e.g. if the Union receives a request from the employee, the Union will promptly notify the Employer of such request and to stop deducting dues). Upon the date of notification the Employer shall cease collecting payroll deductions immediately. If the funds deducted have already been remitted to the Union, the Employer will notify the Union and refer the employee to the Union for further information.
- 1.4** The Employer agrees to supply the Union the names of all new hires for positions that are identified in the Collective Bargaining Agreement at the time hired. Information should include the individual's name, start date, job classification, department, and personal address.
- 1.5** The Employer will provide union access to all new employees hired into classifications identified in the Collective Bargaining Agreement within forty-five (45) days of such hire. The Employer will schedule such access as part of the onboarding process at a date/time agreeable to the Union. The Employer will allow the Union up to forty-five (45) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other Employer facility.
- 1.6** Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this agreement, and financial stability of the Union to improve wages and working conditions. Unit employees collectively agree that financial support of the Union is fair, necessary, and integral to the success of this Agreement.
- 1.7** The Employer agrees that it will notify the Union and provide three (3) business days prior to releasing any non-exempt records subject to a public records request from a third party or entity relating to an employee's membership status with the Union. The Employer agrees to provide the Union a copy of such written request, as permitted by law.
- 1.8** **Extra Agreements:** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively (except with the Union), which is inconsistent with the terms of a collective bargaining agreement then in effect.

## **ARTICLE II – SENIORITY**

- 2.1 Acquisition of Seniority** - A new employee will attain seniority after twelve (12) months from date of hire. After completion of their trial period, the employee's seniority date shall be the date of hire.
- 2.2 Layoff and Recall** - Seniority shall prevail 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 recalled.
- 2.3 Loss of Seniority** - Seniority shall be broken for the following reasons:
- A. Justifiable discharge.
  - B. Voluntary quit.
  - C. Retirement.
  - D. Layoffs of twelve (12) months or more.
  - E. Absence from work because of a non-occupational illness or injury of twelve (12) months or more.
  - F. Absence from occupational illness or injury of twenty-four (24) months or more.

The time limits specified in E and F may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE III – GRIEVANCE PROCEDURE**

- 3.1** A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. Prior to filing a grievance an employee shall discuss the issue with the lowest level supervisor in their chain of command that is not a bargaining unit member within fifteen (15) calendar days after knowledge of the alleged occurrence. If the issue cannot be resolved within ten (10) calendar days of notifying the supervisor and a grievance arises, it shall be submitted to the following grievance procedure:

For the purposes of this article calendar days shall not include City observed holidays. Time limits referred to in this Article must be strictly adhered to unless waived by mutual consent by both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance. If the

Employer fails to timely respond to a grievance, including any of the grievance steps, the grievance shall be moved to the next step. If the parties fail to arbitrate a grievance within two (2) years of filing the grievance at Step 1, the grieving party forfeits its rights under this Article.

**Step 1.** If the issue is not resolved, the grievance shall be filed with the Department Director in writing with written notification to the City within fifteen (15) calendar days from the date that the grievant discussed the issue with his/her lowest level supervisor, setting forth the alleged contractual violation and the remedy sought. The Department Director shall make a decision on the matter within fifteen (15) calendar days. If the parties fail to reach a decision, or fail to agree upon a settlement in the matter, it shall be filed to Step 2. The parties shall make every effort to resolve the grievance at this level.

**Step 2.** If the grievance is not resolved at Step 1 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 designee shall meet with the employee, Union representative, and Department Director within fifteen (15) calendar days of receipt of the written grievance. The Mayor or Designee shall send a written answer stating his/her position to the employee and the Union 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 twenty-one (21) calendar days. The Employer and the Union shall attempt to select the arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service or Public Employment Relation Commission. Arbitrators shall reside in, or have an office in the States of Washington or Oregon. 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. When a party raises grievance procedural challenges, such as timeliness, the parties agree to divide the arbitration process so a hearing and decision is rendered by the arbitrator about the procedural issue(s) before proceeding with a separate arbitration hearing for the remaining issues. The arbitrator shall confine himself/herself to the issues 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. For employee discipline cases, the Arbitrator is limited to awarding a back pay remedy not to exceed three (3) years of pay and any additional make whole remedy awards. The expenses and fees incumbent to the selection and services of the arbitrator shall be borne equally by the Employer and the Union. The party requesting a court reporter shall bear such costs and provide a copy of the transcript to the arbitrator. If both parties request a court reporter, such costs shall be borne equally by the Employer and the Union, and a copy shall be provided to the arbitrator. Each party is solely responsible for its own attorney's fees and costs.

- 3.2** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearing and final decisions of Boards and Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

**ARTICLE IV – VACATIONS**

Vacation leave with pay shall accrue for all employees in accordance with the following schedule:

<b>Years of Service</b>	<b>Vacation Days (Hours)</b>
< 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)

For the purposes of calculating vacation accrual a workday is defined as eight (8) hours.

Whenever practicable, 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 – EMPLOYMENT OPPORTUNITY**

**5.1** The Employer and the Union agree not to discriminate against any employee by reasons of race, color, creed, sex, sexual orientation, national origin, age or presence of 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 any gender.

**5.3 Job Postings:** All job postings (entry level and promotional) shall include a qualifying statement in regards to the minimum qualifications, “possession of or the ability to obtain within the trial period”. The trial period may be extended by mutual agreement between the City and the Union. Commercial Driver’s License qualifications/training is also addressed in Section 5.4.

**1. New Hire Opportunities:** Entry level positions shall be open to outside recruitment. Employees are typically hired at the level 1 classification. New hire employees shall complete a twelve (12) month trial period. The employee's supervisor shall complete a performance evaluation at the end of month six listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain employed, and the Union agrees not to object, or grieve pursuant to Article III.

After completion of four (4) years of employment in the level one (1) classification and successful completion of the required level two (2) classification certifications are obtained, the employee shall be promoted to the level two (2) classification.

If the City creates a new job position, in which it would not be appropriate to hire a level 1 classification externally, the position will first be opened internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the position an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

**2. Internal Lateral Opportunities:** If a level 2 vacancy occurs, prior to opening the position (as a level 1) externally, it shall be open internally for ten calendar days. The purpose of this section is to allow for employees to switch departments e.g. Parks to Shops. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position 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 complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 2 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

Nothing in this section shall allow a level 1 employee to progress sooner than four years into a level 2 classification.

**3. Promotional Opportunities:** If a level 3 vacancy occurs, it shall be open internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position 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 complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 3 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

**5.4** The City agrees that the City's budget shall contain funding for vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State licenses and certificates of competency required by the City in the applicable job descriptions. This shall include licenses and certificates required for one (1)

classification above the employee's current classification. Tuition reimbursement shall be in accordance with current City policy.

**1. Commercial Driver's Licenses (CDLs):** The City will reimburse the employee for their State Commercial Driver's License endorsement. The City shall not pay for standard drivers licenses, or non-applicable endorsements i.e. motorcycle. The City will provide training for non-probationary employees needing their classroom and driving training to obtain their CDL within two years of employment. 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. Any employee hired on or after January 1, 2019 who separates within three (3) years of receiving CDL training, costs incurred related to the classroom and practical training shall be reimbursed to the City. Such reimbursement may occur through payroll as a reduction of salary or accrued leave payouts.

**a. 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.

**b. CDL Loss:** If an employee should be disqualified temporarily or permanently from renewing their Department of Transportation Medical Card for health reasons, the City and the Union will mutually discuss alternative solutions. Employees who become disqualified after January 1, 2019, shall have their base salary reduced by 5% for the period of temporary or permanent disqualification. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

If an employee has a temporary or permanent disqualification of a CDL due to a driving under the influence violation, and if the employee can still perform his/her essential job duties, then the employee's base wages will be reduced by 5%. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

**2. Training:** 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.

**5.5 Temporary Employees:** Temporary employees are those hired for a limited duration of time to address a regular employee absence due to L&I injuries and/or extended illness. Appointments to temporary positions shall not exceed six (6) consecutive months in a twelve (12) month period unless agreed to by the City and the Union. The scope of work for temporary employees hired by the City of Sumner Public Works will be for the same classification of the employee being substituted.

1. Temporary employees hired are subject to the following conditions:
  - a. Temporary employees shall be paid not more than eighty percent (80%) of the entry level (lowest wage) rate of the applicable represented position.
  - b. Temporary employees may pay to the Union a monthly representative fee equal to monthly union dues for all months worked in excess of five (5) months.
  - c. Temporary employees shall not be eligible to work scheduled overtime unless regular employees are unavailable and/or unwilling.
  - d. No seniority rights shall be granted to employees in a temporary position.
  - e. Temporary employees are "at-will" employees and are generally not eligible for any benefits enumerated in this agreement or otherwise provided to "regular" full-time and part-time employees. 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. Healthcare coverage would be effective the beginning of month three (3). For example if an employee begins work January 16<sup>th</sup>, they would begin receiving medical benefits March 1<sup>st</sup> provided that there 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.

**5.6 Seasonal Employees:** Seasonal employees are employed to assist with seasonal workload needs. Seasonal employees are “at-will” employees and are generally not eligible for any benefits enumerated in this Agreement or otherwise provided to regular full-time and part-time employees unless required by law.

1. Seasonal employees hired are subject to the following conditions:
  - a. The City may only hire seasonal employees in divisions in which all of the funded positions (as listed in Appendix C) are filled, unless agreed to by the Union.
  - b. The City has the right to make appointments for seasonal positions for employment that does not exceed ninety (90) days; upon agreement between the City and the Union the seasonal employment may be extended up to a total not to exceed one hundred and fifty (150) days.
  - c. Seasonal employees shall be paid in accordance with City Policy and Sumner Municipal Code.
  - d. The scope of work for seasonal employees hired by the City of Sumner Public Works, including the use of equipment, will be limited to vegetation management (mowing, cutting, weeding, trimming, chipping, watering, planting, pond clearing etc.), as determined by the City, in consultation with the Union.
  - e. Seasonal employees shall not be eligible to work scheduled overtime unless regular full-time employees are unavailable and/or unwilling. It is the intent of the City not to assign overtime to Seasonal employees, however on occasion it may be necessary and therefore permissible for seasonal employees to work up to thirty (30) minutes of overtime per occurrence to address unforeseen circumstances.

**5.7 Volunteer Workers:** The Union will be notified of any proposed use of a community service or volunteer work force. The intent of the notification is not to prohibit the use, rather appropriately document the use.

**5.8 Special Project Work:** The City may utilize non-City labor for the purposes of accomplishing limited work associated with special projects e.g. tree plantings as part of a limited restoration project. If the Union desires, member(s) of the bargaining unit will be included in any special project e.g. overseeing or included in the work. The City shall determine the number of bargaining unit members that are assigned to any special project work. The Union will be notified of any proposed use of special project workers. The intent of the notification is not to prohibit the use, rather appropriately document the use.

**5.9 Sidewalk repairs:** The City may contract out sidewalk replacement/repair provided that it is part of a sidewalk program in which the City splits the cost with a property owner. The intent of the sidewalk program is to not deprive the union employees work, rather partner in a positive way with the community.

The City may not contract out routine maintenance (grinding and patching) or emergency repairs including panel replacement of less than twenty (20) linear feet. Regardless of linear footage, if the union employees remove concrete they will pour it back. If the City employees set the forms they will pour the concrete. Emergency repairs exceeding twenty (20) linear feet may be contracted out by the City. This section does not pertain to capital projects where new sidewalks are being constructed, or grant funded repair/upgrade projects.

**5.10 Crack Seal Work:** The City has the right to contract out all work associated with street crack sealing that is not part of the annual chip seal program. The annual chip seal program consists of specific sections of roadway that within the same calendar year, are prepared, repaired, crack sealed, chip sealed, fog coated, and restriped.

If a reduction in force (layoff) is needed for any positions assigned to the Public Works Shops Department, the City shall cease contracting out new crack seal work until all budgeted positions are filled. However, the City has the right and sole discretion to determine staffing levels, including but not limited to adjusting staffing levels based on revenues. The parties acknowledge that circumstances may arise that still require layoffs. If layoffs are necessary, the City will try to limit them and bargain the impacts with the Union.

## **ARTICLE VI – PENSION**

The City participates in the statewide system for pension, relief, disability and retirement for City employees. All eligible full-time employees and officers of said City shall be included in said system. Employees shall be allowed to supplement the current statewide pension system by participating in the Teamsters Pension system solely at their own expense.

Effective October 1, 2016, based on previous months hours, each member of the Union shall suffer a wage diversion in the amount of \$108.34 per pay period up to a maximum of \$2,600.00 annually.

After the diversion in each employee's wages, the City shall contribute the above specified amount on all Collective Bargaining Unit Employees performing work or on paid leave (sick, vacation, etc.).

The City shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

The shadow rate shall be the salary rate for each job classification prior to the diversion of monies to the Union.

The Union shall have the ability to add to the diversion one time annually.

**ARTICLE VII – SICK LEAVE**

**7.1** Sick leave at the rate of twelve (12) days per year shall be granted to all regular employees. For the purpose of calculating sick leave accrual a workday is defined as eight (8) hours. Unused sick leave shall accumulate in a bank. The bank shall be available for future illnesses, and for any reason listed in RCW 49.46.210 injuries or as outlined in Article VIII (Bereavement Leave) and Article X (Holidays). A verification may be required and turned into the employee’s supervisor after more than a three-day absence.

**7.2** **Workers Compensation Time-loss Payments:** Employees may use sick or other accrued leave to cover the absence. If the employee is eligible and receives time-loss payments from the State, the payments shall be remitted to the City. The City will then credit the employee’s leave bank(s) for an equivalent number of hours equal to the time-loss payment. At no time may an employee receive double compensation from both the State and City (when the City is the employer of injury). In rare circumstances in which the City is not the employer of injury, the employee may at his/her option retain both the accrued leave and time-loss payment in lieu of crediting the employee’s leave bank(s).

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

Employees hired prior to January 1, 2019:

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

Employees hired on or after January 1, 2019:

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%

**ARTICLE VIII – BEREAVEMENT LEAVE**

Any regular employee covered by this Agreement who suffers a death in their immediate family, upon submitting verification of attending the funeral, 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. All bereavement leave shall be taken within thirty (30) calendar days from the date of death, unless approved by the Department Director in writing.

**ARTICLE IX – PROTECTED LEAVE**

**9.1 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.

**9.1.1 Washington Paid Family and Medical Leave Law:** Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by

law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

**9.2 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 X – HOLIDAYS**

**10.1** The following holidays are adopted as legal holidays for the City:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Floating Holiday	Christmas Day

In the event that Washington State adopts a twelfth (12th) paid holiday, members of the bargaining unit will receive it as a thirteenth (13th) paid holiday.

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.

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 on the preceding Friday.

**ARTICLE XI – DISCHARGE**

**11.1** The Employer may discharge or suspend any employee for just cause. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

**11.2** 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 provided that if an employee's personnel record indicates a pattern of similar types of behavior, all

such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 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.

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 Teamster Local 313 at the time it is given to the employee.

**11.3** The employee or the Union shall have the right to process any disciplinary action as a grievance through the grievance procedures except for verbal and written reprimands and except for employees serving an initial probationary period who are disciplined.

## **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.

## **ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK**

**14.1** Base annual rates of pay shall be paid to bargaining unit members as set forth in Appendix "A".

**14.2** Hours of Work. Hours of work shall consist of eight (8) consecutive hours if the employee is on a five (5) day work week or ten (10) consecutive hours if the employee is on a four (4) day work week. When an alternate work schedule such as four-tens is offered by the City, the employees will have a choice of whether or not to change to that schedule as a work group. The authority for approval and scheduling of employees on an alternate work schedule shall rest solely with the City. The work day shall begin on the commencement of the employee's regular scheduled shift. In either event, no employee shall be required to work more than a forty (40) hour week, or eight (8) or ten (10) hours per day, unless compensated subject to this agreement. Sick leave, vacation, and other such benefits shall be accrued and expended based on a forty (40) hour work week.

Employees assigned to the Public Works shops shall work Monday through Friday, 7:00 a.m. – 3:30 p.m. Work hours for employees assigned to all other locations (Cemetery, Parks, Facilities, and Meter Reading) shall be determined by those respective managers in consultation with those bargaining unit employees.

1. **Extra Regular Work:** When the shops department needs additional employees to assist with work it shall be offered first to the parks employees by departmental seniority and then to fleet employees by departmental seniority. If no employee(s) volunteer to work, then the work will be offered to the cemetery

employees by departmental seniority. If no employees volunteer to work, the superintendent shall assign the work by inverse seniority of the combined parks and cemetery staff.

If parks or cemetery departments need additional employees to assist with work, it shall be offered first to the other department (parks or cemetery). If no employee(s) volunteer to work, then the work will be offered to the shops employees by departmental seniority, and then to fleet department employee(s) by departmental seniority. If no employee(s) volunteer to work, the superintendent shall assign the work by inverse seniority from the combined shops and cemetery or parks staff.

**14.3** Overtime. Overtime shall mean that an employee works in excess of forty (40) hours per week, or more than eight (8) hours per day if scheduled to a five (5) day work week, or more than ten (10) hours per day if scheduled to a four (4) day work week; provided, attendance at conferences, seminars, conventions or training sessions shall not be paid at overtime rate but shall be paid at the regular rate, unless FLSA overtime rules apply. Travel to conferences, seminars, conventions, or training sessions on weekends will also be paid at the regular rate unless FLSA overtime rules apply.

**1.** All overtime must be authorized in advance by the department director, except in cases of emergency.

**2.** Employees required to work overtime shall be compensated at one and one-half times the regular rate for each hour of overtime worked. All work performed on Saturday will be paid at time and one-half. Overtime shall be assigned by department (i.e.: cemetery, fleet, parks and shops) and then by seniority in the department. When a department cannot cover the overtime or needs additional employees to work overtime, then overtime shall be offered by overall seniority in the bargaining unit based on the DRS (Department of Retirement Systems) date. On Sundays and recognized holidays, employees who are required to work shall be paid double their regular hourly rate for up to an eight (8) hour day and double time and one-half for any hours worked beyond the normal work day. 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. For example if an employee gets called in at 11:00PM on a Saturday they would receive one (1) hour of overtime and two (2) hours of double time.

**3.** Employees may accrue compensatory time off at the rate of one and one-half per hour for authorized overtime work in lieu of overtime pay; provided, such compensatory time may not be accrued in excess of the maximum allowable (240 hours) under the Fair Labor Standards Act. Use of compensatory time shall be by mutual agreement between the employee and the department director, upon the request 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. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. 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).

**4. Callback:** A callback is an unscheduled recall to duty of an employee before or after the employee has completed their regularly scheduled shift or when the employee is on days off or paid leave. The minimum payment shall be for three (3) hours of pay/compensatory time, at the overtime rate, and any such time assignment exceeding three (3) hours shall be paid at the normal overtime rate except on Sundays and recognized holidays which will be paid a minimum of four (4) hours of pay/compensatory time at the overtime rate. The employee is expected to complete such assignment to which the employee responds and may then return to his/her residence if no other emergency exists.

**5. Shift Extension:** A shift extension is time worked by an employee contiguous to the end of a regularly scheduled shift. Shift extensions shall be compensated at the applicable overtime/compensatory time rate for the actual hours worked in addition to the regular shift.

**6. Scheduled Overtime:** Scheduled overtime contiguous to a regular shift is not subject to minimum overtime accruals (3 or 4 hours). All other scheduled overtime (e.g. special events) is subject to minimum overtime amounts.

**a. Shops:** When scheduled overtime arises (for shops employees) the Operations Superintendent will post the overtime on a designated board. At the Wednesday morning meeting immediately preceding the scheduled overtime the Superintendent will fill the overtime positions utilizing the Public Works Shops department seniority list. If employees within the department do not or cannot cover the overtime, then the overtime will be offered to employees using the overall seniority list. If an employee is absent from work, it is the responsibility of the employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and request to work any overtime for that rotation.

When last minute scheduled overtime arises the operations Superintendent will notify each employee and give them the opportunity

to work using the Public Works Shops Department seniority list and then use the Teamsters' overall seniority list. For the purposes of this section last minute overtime is pre-scheduled overtime that will occur prior to the next Wednesday meeting. If an employee is at a work related event the Operations Superintendent must make an attempt to contact the employee and offer the overtime to them using the seniority list that applies. There is no obligation to contact employees who are on accrued leave (e.g. vacation, sick, comp time, bereavement) or have left work for the day.

- b. Parks/Cemetery/Fleet:** Scheduled overtime in the Parks, Cemetery or Fleet division will be offered to the respective department's seniority list(s) and then by the Teamsters' overall seniority list. It is the field supervisor's responsibility to contact each employee on the list and offer the overtime.

The minimum scheduled overtime for funeral services scheduled on a Saturday or Sunday shall be four (4) hours.

**14.4** Holiday pay in addition to work pay shall be paid when required to work on a holiday.

**14.5** If an employee is assigned to perform work and responsibilities of the classification of Operations Superintendent for a period of one (1) or more full-days, they shall be paid at the Superintendent hourly rate for the entire assignment.

- 1. Working-Out-of-Class Pay (WOOC):** An employee shall be designated as a field supervisor (level 3) in the absence of a supervisor for three (3) consecutive full days (excluding paid holidays). For example if a field supervisor (level 3) is not at work for three (3) or more consecutive days a level two (2) employee shall be assigned to work out of class. The WOOC employee should be the most senior employee based on work location assignment (i.e. Cemetery, Fleet, Parks or Shops). If it is not possible to back fill with a level 2 from the same location, the next qualified level 2 shall be assigned as WOOC. It is the intent of this language that only one employee be assigned as WOOC for the duration of the higher classification employee absence. When serving as a WOOC supervisor, an employee shall receive supervisor wages.

**14.6** Anytime an employee works four (4) hours overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) hours, the employee will receive a \$15.00 (fifteen dollar) meal allowance for each six (6) hour period, if not provided a meal by the Employer. The \$15.00 is payable in the corresponding pay check and is a gross amount. This increase is effective upon ratification and will not be included in any retroactive pay calculations.

Examples: The Employee works 7 hours of overtime immediately following a regularly scheduled shift. The employee would receive one meal allowance.

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

- 14.7** Effective January 1, 2019 employees required to be on-call (standby) shall receive an on-call premium of three dollars (\$3.00) per hour for all hours assigned, provided, that the Employer shall establish a volunteer list of those employees, in the classes of Field Supervisor, Operator II, and Operator I (after twelve months of employment and supervisor's approval) who are assigned to be on-call. Call-out pay shall be for a minimum of three (3) hours on Saturdays and weekdays with a minimum of four (4) hours on Sundays and recognized holidays. (Clarification: when a holiday falls on Saturday/Sunday and is recognized on a Friday/Monday, the recognized day will be considered the holiday and paid as such. If there is a call-out on Saturday/Sunday the pay will be as a weekend day.)

Effective January 1, 2020 the on-call premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the on-call premium shall increase to three dollars and ten cents (\$3.20) per hour.

When an employee is required to respond to an emergency that can be resolved without returning to his/her 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 the emergency is handled over the phone on Sundays or holidays, the City will pay double time.

- 1. On-Call Process:** The on call employee will not sign up for scheduled overtime unless he/she is the last person available after the operations superintendent has asked all Public Works Shops employees that are at work or attending a work related event using the Public Works Shops Department seniority list.

Employees will be allowed to be on call while on vacation, only if they are available to fulfill the normal on call obligations. Employees will not be allowed to be on call while they are on FMLA, L&I or modified duty. If an employee is absent from work, it is the responsibility of that employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and make it known they would like to volunteer to be on call.

The on call shift shall be from Wednesday to Wednesday (one (1) week). If an emergency arises and the on call employee is not able to complete this obligation, the pager will then be offered to employees starting at the top of the

Public Works Maintenance Shops seniority list. That substitute employee will be on call for the remainder of the Wednesday to Wednesday shift. At the end of the substitute shift, the on call opportunity then reverts back to the seniority position following the employee that had been replaced.

In the situation where the on call opportunity has been offered to each employee on the Public Works Shops Maintenance seniority list and a single employee cannot cover the entire Wednesday to Wednesday on call shift, the on call shift may be split among multiple employees with the approval of the Operations Superintendent.

**2. On-Call Truck:** An on call pick-up truck will be available to employees who choose to take one home, and live within a twelve (12) linear mile radius of the Sumner City service area. The purpose of the truck is to expedite response time and prevent the responding employee from using their personal vehicle and tools when responding.

**14.8 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 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.

**14.9** Effective January 1, 2019, any Employee whose shift starts after 6:00 p.m. and before 4:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour over and above the scale of wages for the classification in which they are employed.

Effective January 1, 2020 the shift premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the shift premium shall increase to three dollars and twenty cents (\$3.20) per hour.

**ARTICLE XV – JURY DUTY**

The City provides employees time off with pay for jury duty service. Jury fees (not including mileage or other expense payments) paid to the employee by the courts during periods of jury duty must be endorsed or paid over to the City. Employees must provide their supervisor with a copy of the jury duty summons as soon as possible after receiving it.

**ARTICLE XVI – HEALTH AND WELFARE**

**16.1** The Employer shall pay into the Washington Teamsters Welfare Trust, for every employee covered by this Agreement, the following:

Medical Plan A	100% Employer paid
Dental Plan A	100% Employer paid
Vision Plan EXT	100% Employer paid
Add ons	100% Employer paid

Beginning in 2019, the employee will contribute 3% of the Medical Plan A premium towards the composite premium, not to exceed \$45 per month.

In 2020, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2019 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2019.

In 2021, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2020 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2020.

*Examples:*

*The 2019 employee cost share is \$42.45. In 2020, the monthly Medical Plan A premium is \$1,464. 3% of the Medical Plan A premium is \$43.92 (\$1,464 \* 3%). \$43.92 is less than a five dollar a month increase over the 2019 employee cost share (\$42.45), therefore the monthly employee cost share shall be \$43.92.*

*The 2020 employee cost share is \$43.92. In 2021, the monthly Medical Plan A premium is \$1,744. 3% of the Medical Plan A premium is \$52.32 (\$1,744 \* 3%). \$52.32 is more than a five dollar a month increase over the 2020 employee cost share (\$43.92), therefore the monthly employee cost share increase is capped at \$5.00 making the employee cost share \$48.92.*

Employee premium cost share deductions shall be in two equal monthly payments.

The City shall reimburse fifty percent (50%) up to a maximum, of five-hundred dollars (\$500) for each person covered under the Teamsters Trust Plan, for hospitalization charges, if admitted as an inpatient that will require overnight stay.

The employer agrees to facilitate flu vaccination clinics for Teamsters Trust insured employees in conjunction with AWC insured employees.

**Successor Agreement:** Both parties agree that they do not desire to directly or indirectly pay the Affordable Care Act Excise tax. Therefore if no successor agreement is in place, and based on published premium costs it is anticipated that the plan is subject to the excise tax, both parties agree to meet and develop a plan that avoids paying the excise tax.

**16.2** Payment is due by the tenth day of each month and should the Employer fail to make payment into the Trust in accordance with the terms of this Agreement, the Union may take economic action after ninety (90) days delinquency.

**16.3** The Employer and Union agree to be bound by the terms and provisions of the Trust Agreement and accept as their representatives for the purpose of this Trust Fund all Trustees serving on the Board of Trustees and their duly appointed successors.

**16.4** **Life Insurance:** The Employer will provide a fifty-thousand dollar (\$50,000) group life insurance policy for each full-time employee, or the equivalent offered to the IUOE if greater than \$50,000. The Employer shall pay the accrual premium cost of such insurance.

**16.5** **Long Term Disability Insurance:** The employer will provide Long term Disability Insurance coverage equivalent to what is offered to other City of Sumner Employees. The City has the right to purchase coverage through the carrier of their choosing.

## **ARTICLE XVII – 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 of such Article.

## **ARTICLE XVIII – WORK STOPPAGE**

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 has occurred.

#### **ARTICLE XIX – MANAGEMENT RESPONSIBILITIES**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities. This includes the right to hire, promote, demote, set and evaluate qualifications, layoff, discipline or discharge with just cause, evaluate employee performance, and to establish, modify, or change work schedules and assignments, consistent with the terms of this Agreement.

#### **ARTICLE XX – DURATION**

This Agreement shall be effective January 1, 2019 and shall continue in full force and effect to and including December 31, 2021. Should either party desire to modify or terminate this Agreement prior to December 31, 2021, it shall serve written notice upon the other at least 60 (sixty) days prior to that date.

#### **ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS**

The City agrees to pay each regular full-time employee who has successfully completed their trial period three hundred fifty dollars (\$350) annually towards the purchase of safety work boots and/or clothing for City work. This amount is based on gross and will be included in the employee's regular payroll check the second regular pay day in January of each year. New employees starting after the second regular pay day in January are not eligible for the boot allowance until the following calendar year.

The City will provide one warm winter jacket (safety or Carhart style). The style of jacket will be determined by consensus of each work group (Shops, Cemetery, Fleet or Parks). The City will provide rubber rain boots of good quality (same or similar to XtraTuf Insulated 16" Steel Toe Boot). The jacket and the boots are the property of the City and it may be requested to be returned upon separation. The City agrees to replace these items as needed based on wear and tear.

The City agrees to provide annually, by June 1<sup>st</sup>, a combination of clothing not to exceed the cost of five (5) t-shirts and three (3) sweatshirts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of January 2019.

CITY OF SUMNER

GENERAL TEAMSTERS, LOCAL 313,  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By: \_\_\_\_\_  
William L. Pugh, Mayor

By: \_\_\_\_\_  
Robert A. McDonald,  
Secretary/Treasurer

By: \_\_\_\_\_  
John Galle, City Administrator

Attest:

By: \_\_\_\_\_  
Michelle Converse, HR/City Clerk

Approved to as form:

\_\_\_\_\_  
Andrea Marquez, City Attorney

## APPENDIX A – WAGES

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and General Teamsters, Local No. 313, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union."

### Section 1: Pay Bands

#### 2019 WAGE SCHEDULE

Position	Band	Step 1		Step 2	Step 3		Step 4	Step 5	
		Monthly	Hourly		Monthly	Hourly		Monthly	Hourly
Cemetery Groundskeeper I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Cemetery Groundskeeper II	TM2	5,463	31.52					5,996	34.59
Cemetery Field Supervisor	TM5	6,574	37.92					7,151	41.26
Facilities Technician II	TM3	5,549	32.01					6,167	35.58
Finance Meter Technician II	TM2	5,463	31.52					5,996	34.59
Fleet Mgmt - Mechanic I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Fleet Mgmt - Mechanic II	TM3	5,549	32.01					6,167	35.58
Fleet Field Supervisor	TM5	6,574	37.92					7,151	41.26
Parks Groundskeeper I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Parks Groundskeeper II	TM2	5,463	31.52					5,996	34.59
Parks Field Supervisor	TM5	6,574	37.92					7,151	41.26
PW Shops Operator I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
PW Shops Operator II	TM2	5,463	31.52					5,996	34.59
PW Shops Sr. Operator	TM4							6,167	35.58
PW Shops Field Supervisor	TM5	6,574	37.92					7,151	41.26

The Public Works Shops Senior Operator position is only available to Shops Operator 2 employees that have ten (10) years experience assigned to the Shops with the City, and that have all of the certifications required to hold the Shops Field Supervisor position.

#### Step Progression:

Level one positions hired before January 1, 2019 shall receive a step increase every six months. Step 1 = Months 1-6, Step 3 = Months 7-12, and Step 5 = 13+ months. Step increases shall be effective on the 1st of the month.

Employees hired, or promoted, after January 1, 2019 shall begin in the lowest step in the applicable band, and progress to the next highest available step upon successful completion of their trial period. In the case of an internal lateral move, the employee shall not suffer a reduction in pay; rather remain at their current rate of pay during the trial period. Step increases shall be effective on the 1<sup>st</sup> of the month.

#### Cost of Living Adjustments:

- a. 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 (with a minimum of 1.5% and a maximum of 4%) 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 States Department of Labor.

- b. Effective January 1, 2021, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase (with a minimum of 1.5% and a maximum of 4%) set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2019 to June 2020, specified by the Bureau of Labor Statistics, United States Department of Labor.

**Section 2: Wage Adjustment**

In addition to the percentage market increase in 2016, and in recognition of the IUOE collective bargaining agreement offering education and certification incentives the City agrees to adjust the 2016 salaries by \$50 per month for ones and \$150 for twos and Field Supervisors. The flat amount will be added after cost of living and market adjustments for 2016 only. Future wages increases will be based on the final 2016 wage amount.

**Section 3: 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 4: Medical Health Savings Account (Section 125 Plan)**

The City shall continue to provide a Section 125 Flexible Spending Account to employees. Employees may contribute their own funds up to the plan maximum to be used for medical, dental, vision or childcare.

**Section 5: Time Loss Benefits**

The City shall provide: life, disability waiver at nine (9) additional months and time loss benefits \$200.00 (two hundred dollars) to all members at C level. These additional benefits shall be offered through the Teamsters Trust through the life of this agreement.

**Section 6: Ratification Bonus**

Each regular, full-time employee in active employment status on the date of full execution of this Agreement, will receive a one-time gross payment of six-hundred-dollars (\$600), subject to payroll withholdings and taxes. Payment will be made within 30 days of the date of full execution of this Agreement.

## **APPENDIX B – 2015 REORGANIZATION**

In 2014 the Sumner Cemetery had a tenured non-represented administrative assistant position retire. Additionally the general fund subsidy to the Sumner Cemetery has been increasing annually for several years. The City hired a consultant to evaluate the cemetery operations and provide recommendations to the City, including whether or not the City should remain in the cemetery business. The consultant made several recommendations regarding staffing, funding and capital improvements. One recommendation was to hire a professional manager. The City recently conducted a competitive process to select a Cemetery Administrative Manager.

Cemetery Field Supervisor John Wells applied for the position, and was not the successful candidate. To provide the new Administrative Manager the best opportunity for success the City reassigned Mr. Wells to the City Shops. Mr. Wells will remain a Field Supervisor, and will not suffer any reduction in base wages. Mr. Wells will retain his overall seniority with the City. As of March 2015, Mr. Well's seniority with the Public Works Shops will reside at the bottom of the seniority list within the Department, pursuant to Article 14.3 Section 2.

If Mr. Wells separates employment or any other Field Supervisor separates employment the position will be filled with another field supervisor.

The base staffing level number of employees in Appendix C was adjusted to reflect the additional field supervisor assigned to Shops.

The City's act of moving John Wells from the Sumner Cemetery to the Sumner Public Works Shops should not set a precedent.

## APPENDIX C – STAFFING LEVELS

The City Council has approved the following staffing levels as part of the 2019-2020 biennial budget:

	Cemetery		Fleet		Parks		Shops		Facilities		Finance		Totals		FTE Count
	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	
<b>2019</b>															
OP1	1	0	0	0	1	0	4	0	0	0	0	0	6	0	
OP2	1	0	1	0	3	0	8	0	1	0	1	0	15	0	
Field Sup	1	0	1	0	1	0	4	0	0	0	0	0	7	0	
<b>Totals</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>28</b>	<b>0</b>	
<b>2020</b>															
OP1	1	0	0	0	0	0	4	0	0	0	0	0	5	0	
OP2	1	0	1	0	4	0	8	0	1	0	1	0	16	0	
Field Sup	1	0	1	0	1	0	4	0	0	0	0	0	7	0	
<b>Totals</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>28</b>	<b>0</b>	

The City has the right to amend this list as necessary as part of the budget process. Increasing or decreasing staffing is dependent on tax and utility rate revenues.

## **APPENDIX D – Technology**

The City of Sumner utilizes technology for the purpose of asset management and access control. The technology utilizes Global Positioning System (GPS) capabilities built into smartphones and tablets. Additionally, the City utilizes Closed Circuit Television (CCTV) security cameras and controlled access at most City Facilities and water supply locations.

The purpose of the GPS technology is to enhance our response time and documenting completed service requests. The purpose of the security cameras is to provide security monitoring at critical City facilities, and provide video evidence in the event of a security breach.

The logs and records from the GPS transmissions, camera recordings and access control logs provide added security to City property. It is understood that these devices may create a record—no different from a telephone or computer—of possible misuse of City property. These records are not intended to provide direct evidence of employee misconduct or wrongdoing. Should an incident or behavior be discovered for articulable reasons, such data may be used as evidence for employee counseling or discipline.

The use of this technology does not change or otherwise alter current employee expectations related to employee conduct and performance.

In summary:

- GPS technology is for gathering information related to location, maintenance and technical data performed by City employees.
- City employees shall be notified all City-issued smartphones and tablets are enabled with GPS functionalities. Employees participating in the cell phone stipend program must allow for City owned applications, e.g. Asset Essentials or Maintenance Edge, to be installed on that employee's mobile device or tablet to utilize GPS services. If an employee desires to discontinue participation in the cell phone stipend program he/she will be issued a City owned device.
- The City shall not utilize the technology resources (GPS and security footage) to routinely or randomly monitor employee performance at any time.
- A supervisor may review data of a specific incident only when there is an articulable reason justifying such review. Articulable reasons for reviewing recorded data include, but are not limited to:
  1. A civil claim has been filed, or is likely to be filed, against the City based on the actions of an employee.

2. A documented complaint has been made against an employee that if true would result in a violation of City policy, and an investigation of that complaint is in process.
  3. The employee was involved in a collision resulting in the serious injury or death of the employee or another involved person, and/or resulted in property damage requiring one or more vehicles to be towed from the collision location.
  4. Any supervisor can review recorded data when an articulable emergent reason exists, e.g. locating an employee for safety purposes.
- Data generated by these devices are maintained and retained in the regular course as with any other electronic business record of the City and shall be made available to the Union upon request.

## **APPENDIX E — Smoke Testing**

Smoke testing has proven to be a vital ingredient of successful inflow and infiltration (I&I) studies. It is as important now as it ever has been as growing municipalities increase demands on aging, often deteriorating collection systems. In addition, the city must comply with our National Pollutant Discharge Elimination System (NPDES) permit and the Interlocal Agreement with Bonney Lake, both of which require the city to study and reduce I&I.

To adequately assess the scope of the city's infiltration and inflow problem, the City desires to smoke test a large portion of the city as part of a Capital Improvement Project (CIP). Due to the complexity of the project (public outreach, traffic control, documentation, mapping and video) the Union agrees to allow the City to contract out this work for the next three years (2017-2019) in order to help return the city to a maintenance level. The Union will conduct follow-up testing to verify repair work as required. It is further understood that this shall not deprive members of future smoke testing work.

The city shall have the sole discretion as to what areas will be tested. This MOU shall not affect smoke testing as part of an annual maintenance program or testing associated with other city projects/repairs.