

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, 2025 – DECEMBER 31, 2027

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CITY OF SUMNER

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GENERAL TEAMSTERS, LOCAL NO. 313

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2025 – DECEMBER 31, 2027

PREAMBLE

This agreement is entered into this first day of January 1, 2025 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 Operations and Facilities Divisions. 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, initiation and assessments. Recurring monthly dues will be deducted in two monthly payments, from bargaining unit members who have authorized such deductions in written, electronic, or recorded voice authorization to the Union. If the Employer receives a request for authorization of

deductions, the employer shall as soon as practicable forward the request to the Union. The Employer shall transmit such deduction to the Union by check or direct deposit 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 in accordance with the terms and conditions on the authorization. After the Employer receives confirmation from the Union that an employee has revoked authorization, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.
- 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, division, 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 their usual worksite or other Employer facility.
- 1.6** The employer will provide certain employee information, including name, contact details, and employment details, to the Union within 21 days of a new hire and every 120 days thereafter.
- 1.7** 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.

- 1.8** 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.
- 1.9** **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 their 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 their 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 their 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 themselves to the issues submitted to them. 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 – PAID TIME OFF

All employees covered under this agreement shall be entitled to Paid Time Off (PTO) accruals to be used for vacation, personal or family illness or other personal time off.

PTO will accrue as follows:

Service Year	Every Pay Period PTO Accrual
0	6.89
1	7.20
2	7.50
3	7.81
4	8.12
5	8.43
6	8.74
7	9.04
8	9.35
9	9.66
10	9.97
11	10.27
13	10.58
16	10.89
19	11.20
22	11.50
25+	11.81

The PTO accrual shall start from the date of employment and will continue to accrue every pay period. Employees are eligible to use PTO leave as soon as hours are accrued. No PTO leave shall be allowed for temporary employees. Total PTO accrual must be at or below 640 hours by the last full pay period in a calendar year and any unused PTO time will be forfeited to the City. An employee may submit a written request to the Human Resources for a three-month extension to use the PTO time, provided that the extension is needed due to a planned event (upcoming trip, long term medical leave or retirement).

Upon separation from employment, banked PTO up to a maximum of 420 hours will be paid at the applicable rate of pay on the employee's final paycheck. Any excess PTO hours will be forfeited to the City.

Employees may cash out accrued PTO hours in excess of 280 hours. The minimum sell-back shall be 40 hours per occurrence and employees will not be able to sell-back more hours than they have used in the previous 6 months, not to exceed 120 hours annually. In order to receive a sell-back, a written request must be submitted to payroll at least thirty (30) days prior to payment of the sell-back amount.

PTO Scheduling: Typically PTO is approved time off from work that is scheduled at least two shifts in advance. Unscheduled PTO is time off taken with less than two shifts' notice. If an employee's unscheduled absences become excessive, corrective and/or disciplinary action may be taken for the excessive absenteeism.

Since the City's paid time off (PTO) or sick leave accrual exceeds the rate of accrual required by Washington Paid Sick Leave (WPSL), no additional sick leave accrual will be made under this policy for regular, full time employees.

ARTICLE V – EMPLOYMENT OPPORTUNITY

5.1 The Employer and the Union agree to treat all employees and job applicants on the basis of job-related qualifications and competence. This shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, sensory, disability status, sexual orientation including gender expression and identity, genetic information, protected veteran status, domestic violence victim or other basis prohibited by law.

This applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

5.2 Whenever words denoting gender are used in this Agreement they are intended to apply equally to any gender, gender expression and/or identity.

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 (6) 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.

2. **Expedited Progression:** Employees who have completed at least two (2) years in the level one (1) classification and obtained the required level two (2) certifications, may progress to a level two (2) with the Department Director or designee's approval.

Applicants who already have a valid CDL upon hire can be brought in at a higher step based on approval from the City Administrator or Mayor.

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.

3. **Internal Lateral Opportunities:** If a vacancy occurs in another division or section, prior to opening the position externally, it shall be open internally for ten (10) calendar days. The purpose of this language is to allow employees to move between divisions (e.g. Facilities to Operations) or sections (e.g. Sewer to Storm). The employee will retain their current level and current pay rate as long as they are able to obtain required certifications or are actively working towards obtaining the certifications within the six (6) month probationary period.

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 (3) 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 new position. If the employee has failed their 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. Upon successful completion of the 6-month promotional trial period, the

employee will move to the next step in the band and will receive a step increase annually on the anniversary of the promotion until they reach the top step in the band.

4. **Promotional Opportunities:** If a Lead or a Field Supervisor 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 (3) 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 Lead or Field Supervisor classification. If the employee has failed their 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.

Upon successful completion of the 6-month promotional trial period, the employee will move to the next step in the band and will receive a step increase annually on the anniversary of the promotion until they reach the top step in the band.

- 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 driver's 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 (2) 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.

2. **Sleep Studies:** If an employee is required to perform a sleep study pertaining to their CDL, away from their own home, the employee will receive the next workday off. The day off will be compensated at regular time.
3. **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 for health reasons shall have their base salary reduced by \$5.00 per calendar day (Monday through Friday) for the period of temporary or permanent disqualification. The employee's loss of CDL limits their ability to perform their job duties, the employee may be administratively separated from employment. 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 failure to fully renew their license or medical certificate timely, or a driving violation, or FMCSA requires removal from CDL duties, it is the employee's responsibility to notify their supervisor as soon as possible. If the employee can still perform other job duties, then the employee's base wages will be reduced by \$10.00 per calendar day (Monday through Friday) that their license is not valid. If the employee's loss of CDL limits their ability to perform their job duties, the employee may be administratively separated from employment. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

4. **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 their supervisor 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 who attend full day classes or full day training electronically, shall be able to perform this training/class at home if adequate City provided technology is available for take home use. Employees must follow the City Telework Policy. Training and travel related expenses will be reimbursed according to City Policy.

5. Recertification: For positions that are required to hold certifications, employees will need to promptly recertify in order to not allow the certification to lapse. In the event an employee does not pass the first two attempts of a mandatory certification that is required for their position, they will be required to pay for all subsequent certification tests per City Policy.

Should the employee fail to obtain the required certification after the second attempt, they will be moved to a lower-level position for which they are qualified—specifically, a Level 2 employee will be reassigned to the Level 1 classification at Step 5 pay—effective upon receipt of the second failed test result. This reclassification will remain in effect until the employee successfully recertifies.

Under certain circumstances, an employee's certification may lapse through no fault of their own. In this case, the City will allow additional time for the employee to obtain the certification on a case-by-case basis.

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 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 healthcare benefits. Healthcare 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.

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. The number of seasonal laborers shall be no more than four (4).

- c. The City has the right to make one (1) additional appointment for a Parks seasonal position for employment that does not exceed one hundred and fifty (150) days.
- d. Seasonal employees shall be paid in accordance with City Policy and Sumner Municipal Code.
- e. The scope of work for seasonal employees hired by the City of Sumner, including the use of equipment, will be limited to vegetation management (mowing, cutting, weeding, trimming, chipping, watering, planting, pond clearing etc.), catch basin cleaning, flagging (if certified), and work as unskilled labor on a crew (asphalt work etc.) as determined by the City, in consultation with the Union.
- f. 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 workforce. 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 Capital Improvement Projects: The City may contract out any work related to a Capital Improvement Project (CIP) (\$50,000.00) including but not limited to sidewalk construction, smoke testing and crack seal. Any work performed by the bargaining unit

shall continue to be performed by the bargaining unit, subject to impact bargaining.

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.

Based on the pay period's eighty (80) base hours, each member of the Union shall suffer a wage diversion in the amount as listed in the attached Letter of Understanding, per pay period. 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, PTO, etc.). The City shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all paycheck dates falling within the month being reported.

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

As of November 2022, Sumner Teamsters pension rate is two dollars and twenty-five cents (\$2.25) per base hour for a per pay period deduction of one hundred eighty dollars (\$180.00) up to an annual amount of four thousand six hundred eighty dollars (\$4,680.00).

ARTICLE VII – SICK LEAVE

- 7.1** Employees hired prior to the implementation of the PTO plan may use their existing sick leave accruals to seek medical care for themselves or paid time off to care for family members as outlined in City Policy. Grandfathered sick leave banks accrued prior to the implementation of the PTO plan will be cashed out upon separation following the language below.

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%

7.3 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 their option retain both the accrued leave and time-loss payment in lieu of crediting the employee's leave bank(s).

7.4 Long-Term Care Trust Act: In 2022, Washington State Law adopted a mandatory payroll tax for the Long-Term-Care Trust Act. The tax is employee funded and employers do not contribute. The premium assessment is set by the State. (RCW 50B.04.080).

ARTICLE VIII – BEREAVEMENT LEAVE

8.1. Definitions: “Family Member” shall be defined as spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, grandparents on both sides, grandchildren, loss of pregnancy or any individual who regularly resides in the employee’s home and where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. Family Member does not include an individual who simply resides in the same home with no expectation that the employee cares for the individual.

“Loss of Pregnancy” shall be defined as a qualifying pregnancy of the employee, including as a surrogate, or employee parent-to-be, including through surrogacy or adoptions, where the employee would have been the parent.

8.2 Leave: Any regular employee shall be allowed bereavement leave for a death in the family. An employee who suffers a death of a Family Member as defined in subsection A shall be compensated with up to five (5) workdays off.

Employees who suffer the death of an aunt, uncle or any relative residing in the employee’s home where there is no expectation of care shall be given up to three (3) days off.

Employees shall be compensated for and given up to one (1) workday off for the death of a family member who is not otherwise defined in this section.

Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the city, provided such absence from duty will not interfere with normal operations of the city.

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. Paid Family Medical Leave (RCW 50A.04);
- d. Pregnancy Disability Leave (RCW 49.60);
- e. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- f. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- g. 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.

9.2 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 is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. 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.15.020 (formerly RCW 50A.04.015). The City will pay the remaining premium amounts.

ARTICLE X – HOLIDAYS

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

New Year's Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25th

Additionally, members are entitled to any paid holidays granted to other bargaining units of the City; and such other Federally recognized, paid holidays 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 paid holiday of Resolution by the City Council.

Employees who work more than eight (8) hour shifts shall be allowed to use accrued leave for the additional 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.

Holidays are paid at eight (8) hours, regardless of scheduled shift hours.

10.2 Floating Holiday: Each employee shall receive eight (8) hours of floating holiday accrual on January 1st of each year. Employees starting after the first of the year shall receive floating holiday hours upon hire. The floating holiday hours shall be denoted in a separate leave bank. The floating holiday hours 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 hours shall not be paid out.

Effective with the implementation of the PTO Plan, each employee shall be credited with an additional thirteen (13) hours of Floating Holiday leave on January 1 of each calendar year. This accrual is intended to provide equivalency for the nine (9) fixed holidays observed by non-Teamster employees. Employees hired after January 1st shall receive a pro-rated amount equivalent to one (1) hour per each remaining holiday in the current calendar year.

In the event the City designates additional observed holidays, the annual Floating Holiday accrual shall be increased by one (1) hour for each such additional holiday added to the list of observed holidays.

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 XIII – BLANK

This article intentionally left blank.

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 typically 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. The workday 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), nine (9), or ten (10) hours per day, unless compensated subject to this agreement. Leave accruals, and other such benefits shall be accrued and expended based on a forty (40) hour work week.

In the rare event where an employee is required to work through their lunch break, it will be up to the supervisor to determine whether the employee will work to the end of their shift and earn 30 minutes of OT for the missed lunch break, or if the employee will be sent home 30 minutes early.

Employees assigned to the Operations division shall typically work Monday through Friday, 7:00 a.m. – 3:30 p.m. Work hours for employees assigned to the Facilities division shall be determined by those respective managers in consultation with those bargaining unit employees.

14.3 **Elective Alternative Work Schedules:** Each section (e.g., Parks, Cemetery, Maintenance, Water Distribution, Water Quality, Sewer, Storm, Streets, Fleet) can elect to work an alternative schedule—such as 4x10, or 9/80—and all employees within that section have consistent start times no earlier than 0600 and no later than 0800. All employees in the Operations Division must have the same start time.

However, if it is operationally feasible for employees within a section to work different schedules, exceptions may be made with prior approval from the department Director provided all employees' shifts begin at the same time. The authority for approval and scheduling of employees on an alternate work schedule shall rest solely with the City. If an employee elects an alternate work schedule they must typically remain on the schedule for a minimum of three (3) months before being allowed to voluntarily switch back to a standard schedule or different alternative schedule. Changing schedules must be in coordination with the employee's supervisor and payroll.

- 1. Extra Regular Work:** When a division needs additional employees to assist with work it shall be offered to the other division. If no employees volunteer to work, the work will be assigned by inverse seniority of the staff from the other division.

14.4 Overtime. Overtime shall mean that an employee works in excess of the employee's regularly scheduled work day.

- All overtime must be authorized in advance by the supervisor, except in cases of emergency.
- 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 division or section (i.e.: Facilities and Operations;) and then by seniority in that group . This section does not apply to overtime work in the Fleet section. Only a qualified Fleet employee will be eligible to perform overtime work in the section.

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 employment date with the City of Sumner when the employee was hired into a full time permanent position. 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 and is required to work three (3) hours, they would receive one (1) hour of overtime and two (2) hours of double time.

- 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. Use of accrued leave 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 (3) month extension in writing to the Administrative Services Director, to use the compensatory time, provided that the extension is needed due to a planned event (upcoming planned leave or long term medical leave).

14.5 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. (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.). The employee is expected to complete such assignment to which the employee responds and may then return to their personal business if no other emergency exists.

When an employee is required to respond to an emergency that can be resolved without returning to their 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.

Once a callback notification is received by the On Call employee, the minimum call back clock starts and will continue until the 3 or 4 hour minimum has expired. Any additional callbacks received during the period of time prior to the minimum clock expiring will be included in the initial callback. Any hours in excess of the initial callback will be compensated at the appropriate overtime rate. Additional callouts not contiguous to another callback shall trigger an additional minimum callback.

14.6. Telecommute Response: An employee who answers the on-call phone and/or is required to conduct City business, but does not physically come into work, shall receive a minimum of one (1) hour pay at the overtime rate. If the employee performs duties multiple times within that one (1) hour, the employee will still only receive the minimum of one (1) hour pay at the overtime rate. Any contiguous additional time worked in excess of the one (1) hour minimum will be compensated in 15-minute increments at the applicable overtime rate. Any additional phone calls received not contiguous to the initial one (1) hour pay shall trigger an additional minimum phone call. Employees who are on standby or on-call shall receive telecommute response pay in addition to standby pay if the employee answers a

phone and is not required to physically come to work. If the emergency is handled over the phone on Sundays or holidays, the City will pay double time.

14.7. 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.

14.8. Scheduled Overtime: Scheduled overtime contiguous to a regular shift is not subject to minimum overtime amounts (3 or 4 hours). All other scheduled overtime (e.g. special events) is subject to minimum overtime amounts. If no employee (s) volunteer to work, the superintendent shall assign the work by inverse seniority from Teamsters' work group's seniority list.

a. Operations: When scheduled overtime arises (for Operations employees) the Operations Superintendent will post the overtime. At the Wednesday morning meeting immediately preceding the scheduled overtime the Superintendent will fill the overtime positions utilizing the Operations overtime seniority list. If employees within the division 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 Operations Superintendent on or before the scheduled start time on Wednesday morning and request to work any overtime for that rotation. Employees who wish to accept scheduled overtime must notify the Superintendent no later than noon on Wednesday. If scheduled overtime becomes available after noon on Wednesday, employees must accept no less than three (3) hours prior to the end of the regular workday before the scheduled overtime shift. If the scheduled overtime arises less than 3 hours from the end of the shift then employees must accept by the end of the regular workday.

When last minute scheduled overtime arises the Operations Superintendent will notify each employee and give them the opportunity to work using the Operations overtime 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. accrued leave, comp time, bereavement) or have left work for the day.

b. Facilities Division Section: Scheduled overtime in the Facilities division (Parks, Cemetery, Maintenance) section will be offered to the respective section's seniority list(s), then to the division, 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.

14.9 Event Staffing: Scheduled overtime for City Events listed in Appendix F shall be assigned to Operations staff only and will be filled by the Operations Division seniority list. If employees within the division do not or cannot cover the overtime, then the overtime will be offered to employees within the Facilities Division based on their departmental seniority list.

City events not listed in Appendix F are determined to be new and/or expanded events which shall be staffed equally between the Operations and Facilities Divisions. Assignments will start with the Operations Division and alternate back and forth (picking one employee from each group) between the two groups and will follow their respective seniority lists. Once the last assignment has been filled for an event the other division shall start with the first staffing assignment of the next event. This alternating assignment process will continue and not reset annually.

For Example:

	Event A	Event B	Event C
Staffing Requirement	4	3	3
	Operations	Operations	Facilities
	Facilities	Facilities	Operations
	Operations	Operations	Facilities
	Facilities		

14.10 Holiday Pay: Holiday pay in addition to work pay shall be paid when required to work on a holiday.

14.11 Working out of Class (WOOC): Employees assigned to work in a higher classification ("working out of class") shall be eligible for overtime or double time pay at the higher

classification rate when the overtime hours worked are a direct continuation of duties associated with the higher class assignment. However, any voluntary overtime or on-call shifts accepted outside of the employee's working out of class assignment shall be compensated at the employee's regular classification rate, and not at the higher classification rate.

1. **Operations Superintendent WOOC:** 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 (excluding paid holidays, and regularly scheduled flex days), they shall be paid at the Superintendent hourly rate for the entire assignment. The employee assigned should be the Field Supervisor with the most experience as a Field Supervisor working at the City of Sumner. Employees assigned should be scheduled to work the entire shift and should not be split between multiple employees if possible.

No WOOC will be paid to a Lead when a Field Supervisor is performing WOOC Superintendent responsibilities.

2. **Field Supervisor Working-Out-of-Class Pay (WOOC):** WOOC will only be paid in the absence of a Field Supervisor. An employee shall be designated as a Field Supervisor in the absence of a supervisor for two (2) consecutive full days (excluding paid holidays, and regularly scheduled flex days). For example if a Field Supervisor is not at work for two (2) or more consecutive days the Lead employee in that section shall be assigned to work out of class and assume the responsibilities and carry out additional duties of the Field Supervisor position. The WOOC employee will be the Lead assigned to the impacted section (Fleet, Water Quality, Water Distribution, Storm, Sewer, Parks, Cemetery, Facilities). If it is not possible to back fill with a Lead from the same section, the next qualified level 2, from the same section, 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 Field Supervisor wages and assume the responsibilities and duties of the Field Supervisor position for the duration of the assignment.

The Fleet Field Supervisor shall not be backfilled by a non-fleet employee. Once sections are finalized this language will be valid: Field Supervisors will be backfilled by a Lead in their same

section. Sections that only have 2 employees (e.g. Fleet, Facilities Maintenance), if both the Lead and the Field Supervisor are absent, there will be no WOOC assigned.

14.12 Anytime an employee works four (4) hours of unscheduled 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 meal allowance for each six (6) hour period, if not provided a meal by the Employer. The meal allowance is payable in the corresponding paycheck and is a gross amount. The meal allowance reimbursement rate will be a flat amount equal to the current GSA Lunch Meal Rate for Pierce County.

Examples: The Employee works 7 hours of unscheduled 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 (2) meal allowances.

14.13 On Call: Effective January 1, 2025 employees required to be on-call (standby) shall receive an on-call premium of four dollars (\$4.00) per hour for all hours assigned, provided, that the Employer shall establish a eligible list of those employees who are assigned to be on-call.

Effective January 1, 2026 the on-call premium will be four dollars and twenty-five cents (\$4.25) per hour.

Eligible employees will have successfully completed their probationary period, have a valid class A CDL, hold a valid Flagging Certificate, Standard first aid/CPR Card, Water Distribution Manager I and Sewer Collections I Certificates. Employees who are in an on-call status must be able to be onsite within sixty (60) minutes of receiving a call back or they will not be eligible to be on-call. Employees responding to calls while in an On Call status shall be compensated per the Callback section.

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

Employees will be allowed to be on call while on scheduled time off, 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 Operations Superintendent on or before the scheduled start time on Wednesday morning and make it known they would like to volunteer to be on call.

Quarterly, the Operations Superintendent will establish a list of employees who meet the on-call eligibility requirements. On-call will be bid quarterly (January-March, April-June, etc.) the month prior to the start of the quarter, the first day of the month and no later than the fifth (5th) of the month. Bidding shall be by Operations division seniority, rotating, one week of on-call at a time. Each person will be allowed to bid by seniority, the list continues from where the prior quarter left off on the seniority list and does not start over at the top of the seniority list.

The on call shift shall be from 0700 Wednesday to 0700 Wednesday (one (1) week). If an emergency arises and the on-call employee is not able to complete this obligation, the cell phone will then be offered to employees starting at the top of the Operations 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 Operations 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.

If no employees accept the on-call opportunity by noon on Wednesday, the Superintendent will assign the on-call cell phone to eligible employees by inverse seniority.

The on-call employee will be required to answer and respond to emergency calls - anytime outside of the regularly scheduled 0700 – 1530 Operations Office Hours Monday through Friday, excluding holidays.

2. **On-Call Truck:** To expedite response time, an on-call pick-up truck will be available to employees who choose to take one home. On-call employees should not respond to a non-city facility using their personal vehicle unless authorized to do so.

8 Hour Shifts

0700 - 1530

ON CALL PAY SCENARIOS

	0700	to	1530	1530 to	2100	2200	2300	2400	0100	0200
Scheduled Hours				REGULAR SHIFT						
Actual Work Schedule							3 Hour Minimum			
						1st Callback				

Pay: 3hrs OT

1 x 3 hour minimum

	0700	to	1530	1530 to	2100	2200	2300	2400	0100	0200
Scheduled Hours				REGULAR SHIFT						
Actual Work Schedule							3 Hour Minimum			
						1st Callback	2nd Callback			

Pay: 4hrs OT

1 x 3 hour minimum plus additional hour

	0700	to	1530	1530 to	2100	2200	2300	2400	0100	0200	0201
Scheduled Hours				REGULAR SHIFT							
Actual Work Schedule							3 Hour Minimum			3 Hour Minimum	
						1st Callback			2nd Callback		

Pay: 6hrs OT

2 x 3 hr minimum

	0700	to	1530	1530 to	2100	2200	2300	2400	0100	0200	0201
INCORRECT				REGULAR SHIFT							
Scheduled Hours							3 Hour Minimum				
Actual Work Schedule							3 Hour Minimum			3 Hour Minimum	
						1st Callback	2nd Callback	3rd Callback			

Pay: 9hrs OT

3 x 3 hr minimum paid three times

14.14 Inclement Weather Time: Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall 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 paid but not required to be working. 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 (3) month extension in writing to the Administrative Services Director to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming planned leave or long-term medical leave).

Example: The employee is scheduled to work 7am-3:30pm. City Hall closes early at 2:30pm. 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 3:30pm. At 3:30pm the employee begins accruing the applicable overtime rate of pay.

14.15 Shift Differential: Effective January 1, 2025, any Employee who's scheduled shift starts after 6:00 p.m. and before 4:00 a.m. shall receive a shift premium of four dollars (\$4.00) per hour over and above the scale of wages for the classification in which they are employed.

Sweeper shifts should be based on seniority to Operations employees only. Field Supervisors and Lead Operators are typically ineligible to run the sweeper, unless otherwise authorized by the Operations Superintendent. Employees are eligible to sign up for one premium pay type per assignment. Example: Either Sweeper or On-Call premium, not both. If an emergency situation arises, the Operations Superintendent can allow an employee to be eligible for both premium pays for the same shift.

14.16 Homeless Camp Cleanup Hazard Pay: Any employee assigned to spend time performing Homeless Camp Cleanup duties shall receive additional one-half (1/2) of the employee's regular rate of pay for that time. For example, if an employee's regular rate of pay is \$10 per hour, their additional Homeless Camp Cleanup Hazard pay would be an additional \$5 per hour. Their Homeless Camp Cleanup Hazard Pay for actual hours worked on that task would be \$15 per hour. Homeless Camp Cleanup duties must be in coordination with the police department homeless eviction process. Basic litter pickup does not trigger this pay. Homeless camp cleanup pay begins when the employee is handling the hazardous material at the homeless camp or hazardous materials are being taken to the landfill and ends when they leave the homeless camp hazardous location or when the hazardous materials are dropped off at the landfill.

14.17 Emergency/Snow Operations: In the event of an emergency situation (i.e. weather, flooding, snow or other weather events) the City has the right to switch to an alternating 10 or 12 hour schedule. Employees will still be eligible for overtime based on their regularly scheduled shift, but will be required to work the full required 10 or 12 hours as assigned. Employees assigned to an emergency operations shift will typically not work more than a 12 hour shift without prior approval from the department director or their designee. Employees will be assigned by the overtime seniority list. The City shall attempt to provide 24 hours' notice when switching to an alternative shift.

If an employee's emergency operations alternative work schedule does not provide 8 hours between the end of the alternative shift and the start of their next regular shift, the

employee will be provided regular paid safety-release time off to ensure 8-hour break between the two shifts.

Time	1200	to	2300	0000	0100	0200	0300	0400	0500	0600	0700	0800	to	1530
Scheduled Hours	REGULAR										REGULAR SHIFT SCHEDULED			
Actual Work Schedule	EMERGENCY										Safety Release Pay		REGULAR SHIFT	
	OPERATIONS SHIFT			1	2	3	4	5	6	7		8		

14.18 Work Modifications for Environmental Conditions: When temperatures or air quality could potentially have negative health impacts to employees working outside for prolonged periods of time, with advance notice to employees, the City may modify work assignments or working schedules in an attempt to minimize the impacts. Schedule changes will be determined by the department director or their designee.

ARTICLE XV – JURY DUTY

Employees who are called to serve on a jury or appear as a subpoenaed witness in any established court shall be released from work to do so. During the period of such absence, the employee on jury duty will receive full pay. An employee who is a subpoenaed witness will receive full pay upon proof that the testimony given was on behalf of the City. Employees who are absent from work for these purposes will retain seniority and all benefits.

The time away will not affect leave accruals. Employees who appear in court as the plaintiff or defendant in any action, wherein the city is not a party, shall not be paid for the time away from work unless that time is accrued PTO leave.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The Employer shall pay into the Washington Teamsters Welfare Trust, for every employee who has forty (40) compensable hours in the previous month and are covered by this Agreement, the following:

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

Beginning January 1, 2026, the employee medical cost share shall be 3% of the annual rate of Medical Coverage.

Beginning January 1, 2027, the employee medical cost share shall be 5% of the annual rate of Medical Coverage.

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.

- 16.2 Payment:** 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 Agreement:** 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. The City has the right to purchase coverage through the carrier of their choosing.
- 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.
- 16.6 Retiree Welfare Trust – XL (RWT-XL):** Effective January 1, 2026, based on December 2025 hours the Employer agrees to pay into the Retiree's Health and Welfare Trust the sum of one hundred seventy-five dollars (\$175.00) per month on behalf of each employee who was compensated for forty (40) hours or more in the prior month.

The Employer shall reduce each covered employee's pay eighty-seven dollars and fifty cents (\$87.50) on each the first two paychecks per month and send one check for all employees to the Retiree's Health and Welfare Trust no later than the fifteenth (15th) of each month. No deduction shall be taken from a third paycheck in any month that contains three paydays.

Any increase in premiums to the RWT XL plan for 2026 and 2027 shall be paid by the employee and deducted in the same manner as above by the Employer.

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, 2025 and shall continue in full force and effect to and including December 31, 2027. Should either party desire to modify or terminate this

Agreement prior to December 31, 2027, it shall serve written notice upon the other at least (60) sixty days prior to that date.

ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS

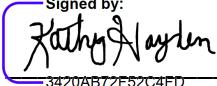
The City agrees to pay each regular full-time employee three hundred seventy-five dollars (\$375.00) annually towards the purchase of safety work boots and/or clothing for City work. This amount is based on gross and will be included in the employee's regular payroll check the second regular pay day in January of each year. New employees starting on or after January 1st are not eligible for the boot allowance until the following calendar year. If an employee does not successfully complete their 12 month trial period and are released from employment after having already received their annual work boot allowance, the full amount of the allowance will be deducted from the employee's final paycheck.

The City will provide one warm winter jacket (safety or Carhart style). The style of jacket will be determined by consensus of each division (Operations, Facilities or Fleet section). 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 1st, a combination of clothing not to exceed the cost of ten (10) t-shirts and five (5) sweatshirts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of December, 2025.

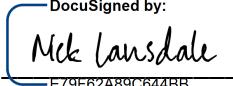
CITY OF SUMNER

By: 

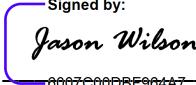
Kathy Hayden, Mayor

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

DocuSigned by:
By: 

Nick Lansdale,
Secretary/Treasurer

Signed by:
By: 
Jason Wilson
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Jason Wilson, City Administrator

Attest:
DocuSigned by:
By: 
9BA22DE678404D1...
Michelle Converse, City Clerk

Approved to as form:

DocuSigned by:
By: 
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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

2025 - Pre-Leads Salary Table - 4.3% COLA	Band	Step 1	Step 2	Step 3	Step 4	Step 5
PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 33.89		\$ 35.12		\$ 36.17
PW Operator 2, Groundskeeper 2,	TM2	\$ 40.07				\$ 43.99
Mechanic 2, Facilities Maint Tech 2, Water Quality	TM3	\$ 40.72				\$ 45.25
PW Shops Senior Operator	TM4					\$ 45.25
Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 48.23				\$ 52.46

After Leads become active:

For Operators in the TM 1 Band, Step 3 rate is the old Step 5 rate. Employees in the TM 1 Band will shift down one step and be eligible for a step increase on their anniversary date.

2025 Salary Table - 4.3% COLA	Band	Step 1	Step 2	Step 3	Step 4	Step 5
Operator I						
Groundskeeper I	TM1	\$ 34.45		\$ 36.17		\$ 37.98
Mechanic I						
Maintenance Tech I						
Operator II						
Groundskeeper II	TM2	\$ 39.88		\$ 41.87		\$ 43.97
Mechanic II						
Maintenance Tech II						
Lead Operator						
Lead Groundskeeper						
Lead Cemetery Groundskeeper	TM4					\$ 46.17
Lead Mechanic						
Lead Maintenance Tech						
Field Supervisor						
- Operations (x5)						
- Fleet	TM5	\$ 49.95				\$ 52.45
- Parks						
- Cemetery						
- Maintenance						

2026 Salary Table - 3.7% COLA	Band	Step 1	Step 2	Step 3	Step 4	Step 5
Operator I Groundskeeper I Mechanic I Maintenance Tech I	TM1	\$ 35.72		\$ 37.51		\$ 39.39
Operator II Groundskeeper II Mechanic II Maintenance Tech II	TM2	\$ 41.36		\$ 43.42		\$ 45.60
Lead Operator Lead Groundskeeper Lead Cemetery Groundskeeper Lead Mechanic Lead Maintenance Tech	TM4					\$ 47.87
Field Supervisor - Operations (x5) - Fleet - Parks - Cemetery - Maintenance	TM5	\$ 51.80				\$ 54.39

Step Progression:

Employees shall typically begin in the lowest step in the applicable band, and progress to the next highest available step upon successful completion of their twelve (12) month 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 1st of the month.

Applicants who already have a valid CDL can be brought in at a higher step based on approval from the City Administrator or Mayor.

2025 Sections and Divisions Implementation Pay Band Reorganization:

Cost of living increases will be applied to the current salary table.

The 2025 pay band reorganization will be effective ~~90 days after ratification of this agreement~~ and when all Lead positions have been successfully recruited and filled.

Employees currently in TM1 Step 5 will move to TM1 Step 3 rate at the transition to the pay band reorganization and will be eligible to move to Step 5 on their anniversary date.

Employees who qualify for Level 2 with 2 years at Sumner and certs required for Level 2 will automatically progress to the Level 2 position upon ratification.

Cost of Living Adjustments:

- a. Effective January 1, 2025 the rates of pay shall set forth in Section 1 shall be increased by 4.3%.

2025 Retroactive pay: The City agrees to retroactively apply the 4.3% increase to base pay effective January 1, 2025. Retroactive payments will be calculated on base pay only (including overtime) and will not include negotiated increases to shift differentials, premium pays (including WOOC), on-call premiums, or any other rate increases provided under this contract. Retroactive pay will be processed on the third payroll cycle following ratification of this agreement.

- b. Effective January 1, 2026, the rates of pay set forth in Section 1 shall be increased to an amount equal to 3.7%. (equivalent to CPI 2.7% plus 1%)
- c. Effective January 1, 2027, 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 2025 to June 2026, specified by the Bureau of Labor Statistics, United States Department of Labor Plus an additional 1%, for a minimum combined increase of 1.5% with a maximum combined increase of 4%.

Section 2: City Defined Contributions

The City will contribute one-hundred and eighty-five dollars (\$185.00) to either the employee's deferred compensation account or to the Teamsters Retiree Welfare Trust XL (RWT-XL) plan. The entire membership can elect to split this amount between the two programs (e.g. \$100 to RWT-XL, \$85 to deferred compensation). This election can be adjusted by the entire membership once per year. There is no requirement for the employee to match the contribution to deferred compensation. If the elected city contribution to RWT-XL does not meet the premiums, the employee will be required to fund the remaining amount.

Section 3: 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 4: 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.

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 Operations. 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 Operations 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 Operations.

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

APPENDIX C – STAFFING LEVELS

The City Council has approved the following staffing levels as part of the 2025-2026 biennial budget:

	Cemetery		Fleet		Parks		Shops		Maintenance		Totals		FTE Count
	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	
2024													
Operator	1	0	1	0	5	0	13	0	1	0	21	0	
Lead	0	0	0	0	0	0	0	0	0	0	0	0	
Field Sup	1	0	1	0	1	0	5	0	0	0	8	0	
Totals	2	0	2	0	6	0	18	0	1	0	29	0	29
2025													
Operator	0	0	0	0	4	0	8	0	0	0	12	0	
Lead	1	0	1	0	1	0	5	0	1	0	9		
Field Sup	1	0	1	0	1	0	5	0	1	0	9	0	
Totals	2	0	2	0	6	0	18	0	2	0	30	0	30

New Staffing Levels:

Field Sup: 9 (promote 1x Facilities Maintenance employee to Field Supervisor)

Lead: 9 (promote 9 Operators/Senior Operators)

Operator: 12 (plus 1 new Facilities Maintenance position in 2025)

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.

2025 Position Changes:

Field Supervisors - General Areas of Responsibility:	
Streets	1 Field Supervisor
Sewer	1 Field Supervisor
Water Distribution	1 Field Supervisor
Water Quality	1 Field Supervisor
Storm	1 Field Supervisor
Maintenance	1 Field Supervisor
Parks	1 Field Supervisor
Cemetery	1 Field Supervisor
Fleet	1 Field Supervisor

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 that all City-issued smartphones and tablets are enabled with GPS functionalities.
- The City shall not utilize the technology resources (GPS and security footage) to routinely or randomly monitor employee performance at any time.
- In conjunction with Human Resources, 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 through Human Resources.

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.

- Employees with access to these technology resources (GPS and security footage) will not pull recorded data and provide it to another employee without a request from HR and the department director.
- 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 - SPECIALIZED TRAINING AND SCHEDULED OVERTIME

Overtime work per the collective bargaining agreement is required to be assigned by seniority. Over the course of time certain equipment and work has been assigned to less senior employees, which creates an issue assigning overtime by seniority. Therefore, when overtime situations arise the senior employees are not able to do the work as they have not been trained.

The City of Sumner and Teamsters Local 313 agree to the following procedure to resolve this issue:

The City will provide basic training on the Camera Truck to all Operations employees. Once training is completed, employees will know how to operate the machine and run the camera down a pipe to address an issue.

The following task areas are highly specialized and require a significant time and monetary investment from the City as well as a commitment from the employee to be successfully trained. It is the City's hope that employees sign up for additional training out of an eagerness to grow their skills by taking on new challenges and not just as a short-term goal of earning additional overtime.

Spider Excavator

Four employees (three additional): Employees will need to take the classes and test necessary to obtain a Certified Erosion & Sediment Control Lead Certification. Due to the complexity and expense of this piece of equipment once members have been trained; proficiency on the spider excavator will be determined by the City or designee prior to being eligible to operate this equipment.

Central Well

Four employees (one additional): Employees will need to take the classes and test necessary to obtain a Water Treatment 1 Certificate. If the City decides to operate the Central Well six (6) or seven (7) days a week on a regular basis, training will be reopened to others at that time.

Traffic Signals

Six employees (3 additional): Employees will need to take the classes and test necessary to obtain an IMSA Signal Technician I Certification. This training will be related to hard wiring and programming traffic signal boxes to manufacturer guidelines and engineering standards.

Traffic Signs

Six employees (2 additional): Employees will need to take the classes and test necessary to obtain an IMSA Sign and Markings I Certification. This training will be related to fabrication and design of all signs (including regulatory) utilizing the computer.

Upon agreement, the City will post sign up lists for these trainings for fourteen (14) calendar days. Employees can sign up on the training list one at a time and receive training in seniority order. Due to the required time commitment to receive these trainings, employees will not have the ability to be specialized in more than two areas. Those currently trained in two specializations will not be allowed to sign up again and those currently trained in one specialization will only can sign up once more, as outlined in Appendix A. If training does not occur, then the Union will refer to the current collective bargaining agreement language.

This same training procedure shall be used for any future equipment or special work. Training all who are interested to give them equal opportunity, or if more employees are needed for a training category because someone leaves employment or chooses not to do that work anymore. Post the training list, people sign-up, and training commences.

Once an employee has completed their training and obtained the required license or certification, the employee will be eligible to perform overtime work for the above listed categories. The City will fill overtime assignments with trained employees by seniority. Until we have others trained to do this work the City may utilize those currently trained for any overtime work in the above categories.

The City and Union will discuss timeframe for training.

APPENDIX F – CITY EVENTS

- Daffodil Parade
- Rhubarb Days – Includes Friday Set-up and Touch a Truck
- Music Off Main – Three Friday evening concerts
- MultiCare Come Walk with Me 5k
- Sumner High School Homecoming Parade
- Sumner Main Street Association Street of Treats
- Old Cannery Bridge Lighting
- Santa Parade

APPENDIX G – PENSION



General Teamsters Local Union No. 313

Tacoma and Pierce County, WA Affiliated with the International Brotherhood of Teamsters

220 South 27th Street, Tacoma, Washington 98402
(253) 627-0103 Tacoma

e-mail: Teamsters313@Teamsters313.org
(253) 627-0106 Fax

Nick Lansdale, Secretary-Treasurer

Terra Ament, President

October 14, 2022
November 14, 2022 - REVISED

Jeff Steffens
Adrienne McNeilly
City of Sumner
1104 Maple Street
Sumner, WA 98390

RE: Teamster Pension Increase REVISED

Dear Ms. McNeilly and Mr. Steffens,

This letter serves as notification to the City of Sumner a vote was held by Teamsters Local 313 to increase pension contributions. Sumner employees voted to increase their pension contributions by forty-nine cents (\$.49) per hour diverting from wages to pension, effective November 1, 2022, based on November hours. This increase will provide a basic pension rate of two dollars and twenty-five cents (\$2.25) per hour for a bi-monthly deduction of *one hundred ninety five dollars (\$195.00)* up to an annual amount of four thousand six hundred eighty dollars (\$4,680.00).

If you have questions or concerns, please do not hesitate to contact me.

If the City of Sumner agrees with this letter, please sign, and return the attached LOU to the Teamster Local 313 Office so we may notify the Teamsters Pension Trust.

Respectfully,

Terra Ament

Terra Ament
Business Representative
Teamsters Local Union 313

Cc: Kevin Babic, Shop Steward
Western Conference Teamsters Pension Trust

