
A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
TEAMSTERS LOCAL NO. 589
(Representing the Non-Uniformed Employees)
JANUARY 1, 2015 THROUGH December 31, 2018



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A G R E E M E N T

BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 589
(Representing the Non-Uniform Employees)

PREAMBLE

This Agreement is made and entered into by and between the CITY OF SEQUIM, hereinafter referred to as the "Employer" or "City" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

ARTICLE 1-- RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regularly scheduled part-time employees as set forth in Appendix A.
- 1.2 High School/College/Training – Intern Program: It is agreed that the City may participate in high school, college, technical school, or grant programs that allow students/enrollees the opportunity to earn college credit, or complete training programs to serve as interns while performing specific tasks for the City. Interns will not be members of the bargaining unit, and will not receive the benefits of this agreement. The City agrees that no City employee will be displaced due to the use of interns.

ARTICLE 2 -- UNION SECURITY

- 2.1 It shall be a condition of employment that those employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Employees of the Employer covered by this Agreement who are not members of the Union on the effective date of this Agreement shall not be required to become members of the Union. It shall be a condition of employment that all employees covered by this Agreement hired after its effective date shall on the 31st day following the beginning of employment become and remain members in good standing in the Union. Provided that if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, the public employee shall pay an amount of money equivalent to the regular Union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union payment has been made. If the employee and the Union do not reach an agreement on the choice of the non-religious charity to whom the money equivalent of Union dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 3 -- MANAGEMENT RIGHTS

- 3.1 Subject only to the terms and conditions of this Agreement, all of management's inherent rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs, the determination of the scope of its activities, the business to be transacted, the work to be performed and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and recording thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge for just cause, assign, promote, retire and transfer its employees.
- 3.2 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

ARTICLE 4 -- NO STRIKES

- 4.1 Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage against the City of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

ARTICLE 5 -- NON-DISCRIMINATION

- 5.1 There shall be no unlawful discrimination against any employee because of race, sex, sexual orientation, age, religion, national origin, mental or physical disability, unless one or more of these elements is a bona fide occupational qualification. Employees registered as Domestic Partners as defined by the Revised Code of the State of Washington will be provided the same employee benefits as married employees.
- 5.2 Employees shall not be unlawfully discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided however these activities shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

ARTICLE 6 -- LAYOFFS

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- 6.1 When in the sole opinion of management it is necessary or advisable to reduce the work force, the Union shall be notified. The affected employees shall be given at least two weeks' notice of layoff. If there are severe budget circumstances impacting the City's operating fund(s), the City may propose an optional plan in lieu of layoff for voluntary staff reductions and furloughs. The purpose of a furlough would be to retain as many employees as possible while reducing costs for a defined period of time. The City and Union agree to discuss the plan and develop a mutual agreement on its implementation.
- 6.2 If due to lack of work or changes in the City's service priorities, individual positions are eliminated, the City shall select the positions or classifications to be eliminated and the effective date of the layoff. The persons occupying those positions or classifications will be laid off, unless they have previously held satisfactory, regular employment status in a lower paid position or classification occupied by a person with less seniority in the department. In that case, the person occupying the position or classification to be eliminated shall bump down to a lower position chosen by the employee which that employee previously held within the Department. A laid off employee may bump to a formerly held (equally paid or lower paid) position which is outside the Department and within the bargaining unit, provided that the employee's performance was satisfactory in that position, and provided the employee is qualified to perform all the duties of the bumped position (and possesses the required licenses and certifications). In addition, the person may bump to a lower classification in the same department, related by career ladder. The person bumped shall have less seniority and shall be the person laid off, subject only to that person's ability to bump another. There shall be no bumping to a higher paid position. For up to twelve (12) months after layoff, employees shall be informed of openings in positions or classifications, for which the employee is qualified, by mail to the address on file in the personnel department. The employee shall keep the Department Head informed of the current address. During this one (1) year period, laid off employees shall be given consideration to fill openings for which the employee is qualified. If the City determines there are unique skills required to continue City services and a less senior employee in a classification is determined to have those skills, the City may notify the union that it will be laying off an employee outside of the usual order of seniority. The City may exercise this choice to retain special skills if it determines a more senior employee's training and skills cannot be acquired in a reasonable period of time to meet the operational needs of the City.

ARTICLE 7 -- PROBATIONARY PERIOD

- 7.1 Probationary Period — All new hires shall serve a six (6) month probationary period, but may be extended up to an additional six (6) months if, in the opinion of the Department Head, the employee has not satisfactorily completed an initial probationary period. The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal to the grievance procedure at any time during the probationary period.

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- 7.1.1 A new employee hired into the classification of Maintenance Worker I must obtain their Commercial Driver's License Class B (CDL) as part of passing probation within 6 months and is eligible to advance to Step B. At the one-year anniversary, the employee is eligible to advance to Step C with a positive performance review. From this point forward the employee will follow annual progression as outlined in Appendix A.
- 7.1.2 New hires shall receive their first step increase upon successful completion of their probationary period.
- 7.1.3 The probationary period for promotional appointments and transfers shall be six months. Probation may be extended for an additional three (3) months if an unsatisfactory evaluation was received during the initial probationary period. If an employee does not complete the probationary period, he/she shall be reinstated to his/her previously held position.
- 7.1.3 The Employer reserves the right, subject to the exclusive discretion of the Employer, to discharge any person during the probation period, without warning notice or right of appeal.
- 7.2 Employees promoted to lead worker positions shall be paid at a salary step in the higher classification that grants the employee no less than a 10% increase unless that would exceed the top level of the pay grade established for the promotional assignment. If the ten percent promotional increase exceeds the top step established for the assigned pay grade, the employee will receive the top step. This provision applies only to promotion to lead worker status.
- 7.2.1 For position of Water Reclamation Facility Operators I through IV, when the incumbent achieves the next higher level certification from the Washington State Department of Ecology Wastewater Treatment Plant Certification Program and provides proof of certification to their supervisor, they will progress from their current WRF operator pay grade to the next higher WRF operator pay grade that matches their new certification.
- 7.2.2 Effective January 1, 2016, two job classification titles will change in this agreement. An employee who achieves and maintains a Water Distribution Manager II certification and a Cross-Connection Specialist Certification will move to the job classification title of Water Operator in pay grade 16. A Maintenance Worker III (Lead-worker) employee who achieves and maintains a Water Distribution Manager II and Cross-Connection Specialist Certification will move to the job classification title of Lead Water Operator in pay grade 18. A Maintenance Worker II position where the employee maintains a Water Distribution Manager I certification (from the Washington State Department of Health) will continue in pay grade 15.
- 7.3 Except as provided in Article 7 for probationary employees, all employees of this bargaining unit, in addition to being governed by this Agreement, shall also be covered by the personnel policies established by the Employer and any subsequent personnel policies that may be published, as long as they do not

conflict with this Agreement. In case of any conflict, this Agreement shall be the ruling policy for the employees covered by this Agreement.

ARTICLE 8 -- HOURS OF WORK AND OVERTIME

- 8.1 Hours of Work — The normal work week shall consist of five (5) consecutive days of work, forty (40) hours per week, except those employees in the Public Works Department who shall work a schedule mutually agreeable between the Employer and the employee, which shall comply with the Fair Labor Standards Act. Eight (8) hours shall constitute a day's work. A thirty-(30) minute lunch period shall be taken approximately halfway through the workday. Employees shall receive two fifteen (15) minute rest periods, one during the first half of their shift and a second during the last half of their shift. The Employer reserves the right to schedule the workweek in a manner as is required in order to meet the needs of the City.
- 8.2 Overtime — If an employee is required to work in excess of eight (8) hours per (except as provided in 8.3) day or forty (40) hours per week, he/she shall be compensated at the rate of time and one-half his/her regular rate of pay. Overtime shall be paid to the nearest quarter hour. All overtime shall be first approved by the supervisor or the City Manager. Should an employee take time off without pay, upon approval of the City Manager, no overtime shall be paid for making up for time off. Bargaining unit work shall be offered first to bargaining unit members, by seniority within the appropriate job classification.
- 8.3 The City Manager or Department Head may establish an alternative workweek that consists of four (4) consecutive days of ten (10) consecutive hours (4/10 work week). Any time worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the overtime rate.
- 8.4 The workday may be altered and/or flextime arrangements made by the City with the approval of the employees, to allow for project accomplishment or for system maintenance after hours and other needs of the City.
- 8.5 Employees shall consider necessary overtime assignments as a part of employment.
- 8.6 The planning and scheduling of overtime shall be the exclusive function of management.

ARTICLE 9 -- STANDBY TIME

- 9.1 Employees required by a supervisor to be on standby time shall be guaranteed one and one-half hour (1 ½) hour of pay at their regular rate (up to a maximum of ten and a half (10.5) hours per week) for each day of standby. To be eligible for standby pay the employee is expected to respond under normal conditions within forty-five (45) minutes.

ARTICLE 10 -- CALLBACK

- 10.1 Employees contacted by telephone during standby or time off, duty pager, computer or other electronic device during their time off shall be compensated at their overtime rate, as shall apply, with a fifteen (15) minute minimum.
- 10.2 The minimum two-hour call back applies when the situation warrants the need to leave home to accomplish the task whether on standby time or time off. If the work can be completed by remote access as in the case of telemetry monitoring, the fifteen-minute minimum will apply.

ARTICLE 11 – SAFETY EQUIPMENT

- 11.1 All employees who are required by the employer to wear and maintain safety shoes as defined by OSHA as mandatory safety clothing shall be reimbursed in an amount not to exceed \$200.00 for the purchase each calendar year. Prescription safety glasses will also be provided by the City when required.
- 11.2 Individual employees will be given information by department management upon request regarding proper safety clothing and equipment for the individual's work environment. Minimum boot requirement includes 1) 6 inch cuff, 2) leather or comparable material, 3) oil resistant, 4) slip resistant, 5) Meets ASTM F2892-11 safety boot requirements. It is the individual employee's responsibility to provide personal safety equipment and boots appropriate for their work, and to report to work properly attired and outfitted to work.

ARTICLE 12 -- WAGE RATES

- 12.1 The wage schedules shall be set forth in Appendix A. Employees shall be paid at the established wage rate and schedule for each step unless a step increase is denied due to an unsatisfactory written work performance review.
- 12.2 Longevity shall be paid to all regular full-time employees as follows:
- | On Completion of: | % of Base Hourly Rate |
|-------------------|-----------------------|
| 5 years: | 2% |
| 10 years: | 4% |
| 15 years: | 6% |
| 20 years: | 8% |
- 12.2.1 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements.

12.3 Out of Class Pay - Employees who are assigned to work at a higher classification within the bargaining unit for four (4) or more consecutive hours shall receive the higher rate of pay for all hours worked at the higher classification. Employees who work at supervisory positions outside of the bargaining unit for eight (8) or more consecutive hours shall receive a ten percentage (10%) differential pay.

12.3.1 Except in an emergency, assignments to higher classifications shall be provided by the Department Head in writing prior to the work being performed.

TABLE 1 – PAID LEAVES / COMPENSATED ABSENCES

Compensated Absences consist of:

	Accrual per year Hours		Maximum Accrual in Hours	Payout for Hours at No-Cause Separation with Notice*
	Year	Month		
Vacation - On Anniversary as follows:	Year	Month	Employees Hired: Before 1-1-15 ⁺ / On or After 1/1/15 ⁺⁺	Employees Hired: Before 1-1-15 ⁺ / On or After 1/1/15 ⁺⁺
. 1 st *	40	3.33	352 ⁺ / 252 ⁺⁺	352 ⁺ / 252 ⁺⁺
. 2 nd – 4 th	80	6.67		
. 5 th - 9 th	120	10.00		
. 10 th - 15 th	160	13.33		
. 16 th & thereafter	200	16.67		
Compensatory Time	NA		48 ⁺ / 48 ⁺⁺	48 ⁺ / 48 ⁺⁺
Sick Leave	96		1440	720 current employees (50%) / 360 new employees (25%)
Bereavement Leave	24		NA	NA
Holidays	88		NA	NA
Personal Holiday	8		NA	NA
	256 – 416 hours (Based on years of service)		1792 / 1740 hours	1072 / 660 hours

* Subject to specific provisions within this article.

⁺ For employees hired prior to January 1, 2015 maximum accrual may include up to 48 hours of compensatory time. The combined maximum accrual of vacation and compensatory time may not exceed 352 hours.

⁺⁺ For employees hired after January 1, 2015, the maximum accrual of vacation may not exceed 252 hours. The maximum accrual of compensatory time may not exceed 48 hours.

ARTICLE 13 -- VACATION

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- 13.1 Vacation schedules shall be determined by mutual agreement, but effort shall be made to accommodate the desires of personnel subject to the following general rules:
 - 13.1.1 Vacation bidding must be completed by March 1 of each contract year, and may be changed only by securing prior approval from the Employer. Selection shall be determined by seniority of the employee.
 - 13.1.2 Vacation will be computed for each employee in proportion to the number of hours compensated during the preceding year; provided, however, that an employee must have been compensated at least 832 hours during the preceding year to be eligible for any vacation benefit.
 - 13.1.3 Vacations with pay shall be granted to regular full-time employees as referred to in Table 1.
 - 13.2 An employee may accumulate vacation leave as defined Article 12, Table 1. Vacation earned in excess of the maximum shall be used by the end of the following pay period or forfeited unless authorized by the Department Head.
 - 13.2.1 Except that new employees hired with at least two (2) years job-related experience may receive eighty (80) hours in the first year.
 - 13.3 Vacation credit shall be earned but shall not be available for use until the employee has worked for the Employer at least six (6) months. In the case of employment for six (6) months or longer, upon termination of employment, employees shall receive all vacation time earned and not yet taken.
 - 13.4 Annual Conversion of Vacation – After taking 40 hours of continuous vacation, an employee may elect to convert up to 40 hours (but not less than 8 hours) of accrued vacation leave to monetary compensation or a qualified deferred compensation plan, provided the vacation leave bank does not go below 80 hours after the cash out. The employee must provide written notice to the Administrative Services Director by the 15th of October.

ARTICLE 14 -- SICK LEAVE

- 14.1 Employees hired prior to December 31, 2014 shall be paid accrued sick leave at the rate of 50% payback at the time when an employee resigns or at the time of retirement with at least two weeks written notice or disabled. Employees hired on or after January 1, 2015 shall be paid at 25% of accrued sick leave resigns or at the time of retirement with at least two weeks written notice or disabled. If an employee is terminated for cause there shall be no payback for accrued sick leave.
 - 14.1.1 Employees shall be entitled to use accrued sick leave after 30 days of employment.

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- 14.2 Employees shall accumulate sick leave at the rate of one (1) day for each month in which an employee is in pay status for fifteen (15) or more calendar days. Regular part-time employees shall be eligible for sick leave as provided herein, but in proportion to the number of hours the employee is scheduled in writing to work. Sick leave so granted and not used shall accrue to the credit of each employee, up to a maximum total accumulation of one hundred and eighty (180) days (one thousand four hundred and forty (1,440) hours).
- 14.3 Sick leave pay shall be payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, doctor or dentist visit. The Employer may request certification from attending physician or dentist as proof of illness or visit.
- 14.4 Sick leave benefits shall apply only to bona-fide cases of sickness and accidents. Payment to any employee for time lost through illness shall be made only after written confirmation of the supervisor in charge. Repeated application for sick leave without just cause, false application or the furnishing of any false information by any employee is declared to be grounds for suspension without pay or loss of employment at the discretion of the Employer.
- 14.5 An employee who is collecting Workman's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided however, if Workers Compensation temporary disability benefits are less than the amount of sick benefits provided herein for the period, the employee shall, at his/her discretion, receive accrued sick benefits in addition to Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he/she would have otherwise received as provided herein.
- 14.5.1 As alternatives to the above: an employee may elect in writing, upon receipt of the first L & I check:
- 14.5.1.1 1) not to retain the L&I checks and to be paid totally from accrued paid leave available (sick, vacation, comp time) to the employee and to turn over all L&I checks to the City to be used to refill the depleted leave accounts in the same proportion as used by the employee.
- 14.5.1.2 2) retain the L&I checks and also receive sick leave benefit. Employees choosing this option shall not be eligible to receive donated sick leave, except in the case of extraordinary circumstances, upon recommendation of the Human Resources Director and approval of the City Manager.
- 14.5.1.3 Once the decision has been made to turn over all L&I checks to the City, that decision shall be irrevocable regarding all checks received for absences due to that particular injury or illness.
- 14.6 Sick Leave Conversion: An employee may convert up to one thousand forty (1,040) hours of Sick Leave to Vacation time or convert the cash value to an approved Deferred Compensation Account, provided the employee has a

minimum of 400 hours of sick leave remaining and the vacation accrual amount does not exceed 300 hours. This conversion will occur at a four to one ratio (four hours sick leave to one hour vacation leave) or 25% cash value for an approved deferred compensation account. The employee must provide written notice to the Administrative Services Director by the 15th of October.

- 14.6 Sick Leave Incentive: Any employee with no sick leave use during a 12 month period (January 1- December 31) shall receive two (2) additional floating holidays at eight (8) hours each at the beginning of the following calendar year.

ARTICLE 15-- BEREAVEMENT LEAVE

- 15.1 An Employee who has a death or critical illness where death appears imminent in his/her immediate family will be granted up to 3 work days off with pay. (Immediate family for the purpose of this Article shall be defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law and father-in-law.) When approved by the City Manager, an extension of a bereavement leave, with or without pay or by using accumulated vacation leave, sick leave, or compensatory time, may be granted for the employee where conditions necessitate it. An employee shall not be entitled to both bereavement leave pay and holiday pay.

ARTICLE 16 -- HOLIDAYS

- 16.1 One 8 hour Floating Holiday shall be awarded annually on January 1, and must be used within the calendar year.
- 16.1.2 To be eligible for the floating holiday, an employee must have completed a six-(6) month period. Time off shall be determined by mutual agreement, but effort shall be made to accommodate the desires of person requesting the time off subject to the provisions of this article.
- 16.2 The following schedule of paid holidays shall be observed.
- New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Day before or the day after Christmas to be determined by the Employer
- 16.3 In addition to holiday pay, any employee working on any of the above holidays shall receive compensation at the overtime rate.

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- 16.4 As a condition to receiving holiday pay for the above mentioned holidays, an employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless excused by the Employer.
- 16.6 When one of the above holidays falls on Saturday the preceding Friday shall be observed as the holiday. When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday, for those employees who work Monday through Friday. For those employees who work shift work, the actual holiday shall be observed.

ARTICLE 17 -- LEAVE WITHOUT PAY

- 17.1 Excluding approved military leave, a leave of absence without pay is permitted by the City under certain circumstances and after all other paid leave benefits are exhausted. The City reserves the right to grant, modify, or deny any leave of absence without pay requests.
- 17.1.1 All requests for leave without pay must be approved by the City Manager.
- 17.2 A leave of absence without pay is a privilege the City may extend to regular full-time and regular part-time employees, for specific periods of time, on a case-by-case basis. Leaves without pay may be granted for medical, personal, or educational reasons.
- 17.3 A leave of absence without pay must be requested in writing on the appropriate form obtained from and submitted to the Department Head as soon as the need for leave is known. The request shall contain the reason for the leave and the expected duration of the requested time off, together with the date the employee will return to work. If the leave is medically related, a letter from the attending physician shall accompany the request.
- 17.4 During a leave of absence without pay, the employee shall be required to pay the necessary health premiums, if continued coverage is requested by the employee. The City will assist the employee in the options for continued health coverage.
- 17.5 The employee's City anniversary date of employment shall be adjusted equal to the duration of the leave of absence, if such leave extends beyond thirty (30) days.
- 17.6 Failure of the employee to return from an approved leave of absence without pay or make other arrangements acceptable to the City Manager shall result in termination of the employee, unless unique circumstances exist, as determined by the City Manager.
- 17.7 If the leave of absence is six (6) months or less, the City will hold the employee's position open if possible. Leaves beyond six (6) months, the position may be filled and the employee placed on a rehire list for future

vacancies in the classification held prior to the approved leave of absence without pay.

ARTICLE 18-- RIGHT OF ACCESS – BULLETIN BOARDS

- 18.1 Duly authorized representatives of the Union shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer representative and that no interference with the work of employees or the proper operation of the Employer shall result.
- 18.2 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

ARTICLE 19-- SHOP STEWARD

- 19.1 Shop Stewards shall report to the Union and the Employer any alleged violations of this Agreement and any complaints by members thereof, and shall assist in the handling of grievances. The discussion of Union business and the investigation of grievances shall take place during the employee's free time or before or after shift. In the event the investigation of grievances is not possible during the employee's free time or before or after shift, the Shop Steward shall be allowed a reasonable amount of time with pay during working hours to perform such function, provided that a supervisor has been notified in advance and that the employee involved can be spared at the time.

ARTICLE 20 -- GRIEVANCE PROCEDURE

- 20.1 A grievance is a difference that arises between the City and an employee or between the City and the Union as to the interpretation or application of the provisions of this agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise, an earnest effort shall be made to settle the difference as soon as practical between the parties at the lowest level possible. Such grievances shall be handled in the following manner:
- 20.1.1 *Step One – Informal Level:* A grievance shall first be discussed by the employee with their immediate supervisor, with or without their Union Steward present as desired by the employee, within ten (10) days of the incident or of the employee knowing of the incident. The supervisor shall give an answer to the employee within ten (10) days of this initial meeting. In the event that the employee is unable to resolve the matter at the supervisory level, the grievant, and the Union Steward if requested by the grievant, may orally present the alleged grievance to the Department Head in charge. The Department Head shall give an answer to the employee within ten (10) days of the meeting with the employee. All grievances resolved at Level One shall be summarized in writing and copies given to the employee(s), the Union, the Department Head and the City Manager. These summary resolutions may be placed in the employee's personnel file at

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- their discretion.
- 20.1.2 *Step Two – Formal Level:* If no settlement is reached at Step One, the grievant shall submit the grievance in writing to the Department Head and the Union within ten (10) days of receiving the answer from the Department Head at step one. The written grievance shall contain at a minimum: (1) Facts upon which the grievance is based, (2) section(s) of the agreement alleged to have been violated, (3) the remedy sought. The Department Head shall respond in writing to the grievant within ten (10) days of receipt of the written grievance.
- 20.1.3 *Step Three --* If no settlement is reached at Step Two, and the union wishes to appeal the grievance to step three, the written grievance together with all facts and decision of the Department Head shall be submitted to the City Manager within ten (10) days of receipt of the decision of the Department Head. The City Manager shall consider the matter and issue a written response to the Union within ten (10) days after receipt of the grievance. In considering the matter the City Manager may, at his discretion, request a meeting of all parties, interview witnesses, or use other means to arrive at his decision.
- 20.1.4 *Step Four –* If no settlement is reached at Step Three, the Union may, within fifteen (15) days after the City Manager's response, give written notice of arbitration to the City Manager. If the matter grieved is a disciplinary decision, the decision which is the subject of the grievance must result in a loss of pay or benefits (suspension without pay, demotion, loss of rank or termination) to proceed to this step in the grievance process.
- 20.1.4.1 Once the notice of arbitration is provided, the parties shall jointly request the appointment of an arbitrator from the Public Employment Relations Commission. The arbitrator shall render a written decision within thirty (30) days of the final submission of information by the parties, which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement or, to the extent applicable, the City's policies. The expenses and fees incumbent to the services of the Arbitrator shall be shared equally by the parties.
- 20.1.5 All grievances and replies shall be in writing and shall be decided within the maximum periods stipulated. The postmarked date shall be considered as the start date for the purpose of calculating time periods in the article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. It is agreed that if either party does not comply with the maximum time limits established, the party who has not followed the time limits shall forfeit the grievance and the grievance shall be deemed waived and the other party shall prevail. Grievances so forfeited shall not establish a precedent. The time limits may be extended by mutual agreement of the City and the Union.
- 20.2 The costs of each party for preparing and presenting their case shall be borne by each party. In the event that either party elects to have a transcript of the proceedings, that party shall bear the cost of such transcript.

ARTICLE 21 -- DISCIPLINARY ACTION

- 21.1 Pursuant to Article 6, all new employees are exempt from this Article during their probationary period.
- 21.2 The Employer shall follow the principles of progressive discipline, which shall include but not be limited to:
1. Documented verbal warning
 2. Written Warning
 3. Suspension
 4. Discharge
- 21.2.1 Depending on the severity of the offense and the work history of the employee, the Employer may commence disciplinary action at any of the above levels of discipline.
- 21.3 Gross misconduct including but not limited to conviction of a felony, theft of City property, use of alcohol or other controlled substances while on the job, or gross insubordination, shall be subject to immediate termination without warning. The reason for termination will be furnished to the employee in writing.
- 21.4 The employee may appeal to the Department Head, subject to the approval of City Manager, to have disciplinary notices removed from their personnel file after a period of twelve months (12) months from date of issue.

ARTICLE 22 -- HEALTH AND WELFARE

- 22.1 Effective January 1, 2011, based on December 2010 hours compensated, the employer shall provide the following insurance plans for employees covered by this Agreement who were compensated eighty (80) hours or more during the preceding month for the term of said Agreement, at the then current rates in effect at that time:
- 22.2 Rates below effective January, 2015. Rates are adjusted annually by the Northwest Admin Trust:
- Washington Teamsters Welfare Trust, Plan A \$1293.90
 - Dental Trust, Plan A \$130.50
 - Washington Teamsters Vision Trust \$14.90
 - Disability wavers (9) months \$11.40
 - Time Loss Plan C \$8.00
 - Life/AD&D Plan B \$4.40
- 22.3 Effective February 1, 2011, based on January hours compensated, March coverage, and for the life of the Agreement, the employer will pay eighty-five percent (85%) of the monthly premium for Washington Teamsters Welfare Trust Plans listed above. The covered employees will have the remaining fifteen percent (15%) withheld from wages.

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- 22.3.1 The Trust may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology or treatment. If increases are necessary to maintain the current benefits or eligibility as may be modified by the trustees during the life of the Agreement, as may be determined by the Trustees, the employer agrees to pay 100% of such increases, in accord with premium sharing formulas in this Article.
- 22.3.2 Should the employees, by majority vote, choose to select health and welfare plans so as to maintain or reduce the employer contribution cap set forth in this Article that change may be made, subject to the approval of the Employer.
- 22.4 Supplemental Insurance – employees have the option of enrolling in supplemental insurance with employee contributions only through payroll deductions. These will be voluntary contributions made by bargaining unit employees without any contribution by the City. The City will administer payroll deduction for up to two supplemental insurance companies to be named by the Teamster’s Business Agent prior to November 1, 2015. Employees will have the option to initiate or change participation during the open enrollment period of November 15 through December 15 of each year. Representatives of selected supplemental insurance companies may not conduct business with employees during any City work hours.

ARTICLE 23 -- EDUCATION INCENTIVE PAY

- 23.1 To encourage and improve proficiency of the employees, the City encourages the taking of job-related educational courses. Employees must apply for the use of the Educational Incentive benefits described by this Article. Approval of training courses and funding shall be at the sole discretion of the Employer. The City shall consider opportunities and applications for training based on an individual’s work performance, the ability to apply training to the employee’s current work assignment or to a promotional opportunity within the City. Prior to registering for a class, the Employee shall request in writing approval from their Department Head. The Department Head shall evaluate the request and shall determine if the request is approved. Where the request is approved, the City will reimburse up to seventy-five percent (75%) of the tuition, fees and book costs of courses that have been successfully completed. If partial assistance is furnished by another agency, the City shall provide seventy-five percent (75%) of the unfunded portion remaining. In any case, the City’s share will not exceed seventy-five percent (75%) of total schooling costs. In itemizing costs, an employee shall not include his/her time as a reimbursable expense. Nothing in this section will interfere with the responsibility of the Department Head to require attendance at training seminars or other job oriented training courses necessary to perform their duties. These shall be paid in full by the City.

ARTICLE 24 -- SAVINGS CLAUSE

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- 24.1 If any provision of this Agreement is found to be in conflict with the laws of the State of Washington or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.
- 24.2 The parties further agree that this Agreement may be reopened by either party upon thirty-(30) days' written notice only for negotiations and agreement regarding the provisions invalidated.
- 24.3 The parties agree to bargain the effects of the Adorable Health Care Act as they become know.

ARTICLE 25 -- SCOPE

- 25.1 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral, subject only to a desire by both parties to mutually agree to amend or supplement at any time. The signing of this Agreement nullifies any previous agreements, written or oral.

ARTICLE 26 -- PERS 1 RETIREMENT

- 26.1 Employees who leave the service of the Employer through normal service retirement under the PERS 1 retirement system shall provide Adequate Retirement Notice of intent to retire, and shall be required to use all accumulated compensatory time, sick leave time and a portion of their vacation leave time so as to ensure upon retirement that their compensatory time balance and sick leave balance is zero (0), and their vacation leave balance does not exceed two hundred and forty (240) hours.
- 26.2 PERS 1 employees who leave the service of the Employer through service retirement shall be allowed to use one hundred percent (100%) of their accumulated sick leave benefit and one hundred percent (100%) of their accrued compensatory time during the Adequate Retirement Notice period.
- 26.3 For purposes of this Article, Adequate Retirement Notice means that period of time which is necessary for the employee to draw their compensatory time, sick and vacation leave balances, calculated at eight (8) hours per day, down to the levels described in Article 27.1

ARTICLE 27 – TEAMSTER PENSION PLAN

27.1 Employees participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be an offset to the base wages. Contribution rates are determined by employees once per contract cycle and are listed below:

1. Maintenance Classification Contribution Rate \$1.15
WRF Lead
Chief Mechanic
WRF Operator IV
Maintenance Worker III
WRF Operator III
Mechanic II
WRF Electronics Tech
WRF Operator II
Maintenance Worker II
WRF Operator I
Maintenance Worker I
WRF Trainee
Maintenance Helper

2. Administration Classification Contribution Rate-\$1.00
Senior Planner
Building Official
Engineering Tech III
Engineering Tech II
IT Tech II
Code Compliance Officer
Engineering Tech I
IT Tech I
Police Specialist
Police Records Clerk II

3. Clerical & Accounting Classification Contribution Rate-\$1.00
Accounting Assistant III
Accounting Assistant II
Accounting Assistant I
Administrative Assistant II

27.1.1 Probationary Classification Contribution Rate-\$1.10

Probationary employees shall pay their standard contribution rate after ninety (90) calendar days of employment.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of

the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of the Agreement.

- 27.1.2 For temporary agency personnel or probationary employees hired or utilized for the first time on or after January 1, 2011 the employer shall pay an hourly contribution rate of \$.10 during the Probationary Period as defined in Article 7 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work.

Contributions shall be made on the same basis as set forth in Article 27 of the agreement. After the expiration of the Probationary Period as defined in Article 7 Section 7.1, 7.1.0, 7.1.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in this Appendix.

- 27.2 The Union and its members will indemnify and hold harmless the City of Sequim for any future liability that may be incurred because of any underfunding of the plan.

ARTICLE 28 -- DEFERRED COMPENSATION

- 28.1 The Employer has voluntarily provided a deferred compensation plan for all employees, and shall administer participation and payroll deduction for all employees who participate.

ARTICLE 29 – VACANCY

- 29.1 The City agrees it will notify employees of vacancies in the bargaining unit.

ARTICLE 30 -- LABOR MANAGEMENT COMMITTEE

- 30.1 LABOR MANAGEMENT — The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the Union and the Employer. To accomplish this the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

ARTICLE 31 -- TERM OF AGREEMENT

facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

ARTICLE 31 -- TERM OF AGREEMENT

31.1 This Agreement shall be effective January 1, 2015 and shall continue in full force and effect up to and including December 31, 2018. Should either party desire to modify or terminate this Agreement on January 1, 2018, it shall serve written notice at least one hundred eighty (180) days prior to this date. Failure of such notice to be served shall result in this Agreement being renewed to and including December 31, 2018, and in like manner from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original.

Signed this 9 day of December 2014.

CITY OF SEQUIM



Steven C. Burkett, City Manager

C. A. Ritchie 12/9/2014

Craig Ritchie, Approved as to Form

TEAMSTERS LOCAL #589



Mark Fuller, Secretary-Treasurer

12/18/14

APPENDIX "A"
to the
A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 589
(Representing the Non-Uniform Employees)

THIS APPENDIX is supplemental to the Agreement by and between the City of Sequim, hereinafter referred to as the "Employer" and the Employees of the City, hereinafter referred to as the "Employees". This Appendix A reflects job classification ranges effective January 1, 2015.

A.1	RANGE	JOB TITLE
	26	Senior Planner
	26	Building Official
	21	Engineering Tech III
	20	WRF Lead
	19	Engineering Tech II
	19	Chief Mechanic
	18	WRF Operator IV
	18	IT Tech II
	17	Maintenance Worker III (Lead)
	17	WRF Operator III
	17	Code Compliance Officer
	17	Engineering Tech I
	16	Mechanic II
	15	WRF Operator II
	15	WRF Electronics Tech
	15	Maintenance Worker II
	14	IT Tech I
	14	Accounting Assistant III
	14	Mechanic I
	12	Accounting Assistant II
	12	WRF Operator I
	12	Police Specialist
	11	Maintenance Worker I
	11	Custodian
	10	Accounting Assistant I
	9	Police Records Clerk II
	9	Administrative Assistant II
	9	WRF Trainee

A.2 Wage scales and increases. Effective January 1, 2015 the hourly rates for employees covered by this Agreement shall be increased over the 2014 rates of pay by 1.0 percent as follows:

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
26	28.69	29.99	31.34	32.75	34.23
25	27.86	29.11	30.42	31.79	33.23
24	27.05	28.27	29.54	30.88	32.27
23	26.26	27.44	28.67	29.97	31.32
22	25.49	26.64	27.85	29.10	30.41
21	24.75	25.86	27.02	28.23	29.50
20	24.03	25.11	26.24	27.42	28.65
19	23.33	24.38	25.48	26.63	27.84
18	22.65	23.67	24.73	25.85	27.01
17	22.00	22.99	24.02	25.10	26.23
16	21.36	22.32	23.32	24.37	25.47
15	20.74	21.66	22.64	23.66	24.72
14	20.13	21.04	21.99	22.98	24.01
13	19.54	20.42	21.34	22.30	23.30
12	18.98	19.84	20.73	21.65	22.62
11	18.42	19.25	20.12	21.03	21.98
10	17.89	18.70	19.53	20.41	21.33
9	17.36	18.14	18.96	19.81	20.69

A.3 When an employee is placed in a higher classification, he/she shall serve twelve months (12) months before advancement to the next Step.

A.4 Future Wage Adjustments: For years two through four of this contract, hourly rates shall be adjusted as shown below:

Effective Date	Adjustment to previous period pay rates
January 1, 2016	Increase 0.5 percent
January 1, 2016	Employees eligible for market adjustments as listed in Appendix A.5 shall be moved from their current pay step in their old pay range to the nearest step in their new assigned pay range that provides a pay increase above their current rate.
July 1, 2016	Increase 0.75 percent
January 1, 2017	Increase 0.75 percent
July 1, 2017	Increase 1.0 percent
January 1, 2018	Increase 1.0 percent
July 1, 2018	Increase 1.0 percent

A.4 If the U.S. – All Urban (CPI-U) Index exceeds 5% from July through June in any year of this agreement, the Union may request a wage re-opener be negotiated for the following calendar year.

A.5 Effective January 1, 2016, market wage adjustments

2015 Range Level	1/1/2016 Range Level	Old Job Title	New Job Title
12	13	Accounting Assistant II	Accounting Assistant II
15	16	Maintenance Worker II, Water Division	Water Operator
19	20	Chief Mechanic	Chief Mechanic
20	21	WRF Lead	WRF Lead
14	15	Accounting Assistant III	Accounting Assistant III
17	18	MWIII Lead	Lead Water
18	19	WRF Operator IV	WRF Operator IV