AGREEMENT

Between

City of Fife
Public Works Department

And

Teamsters Local Union No. 117

Affiliated with the
International Brotherhood of Teamsters

Term of Agreement

January 1, 2014 – December 31, 2019

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City of Fife
Public Works Department

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ARTICLE 1 – GENERAL

1.01 Parties. This Agreement, for reference purposes only, is dated the _____ day of January, 2014, and is entered into between the City of Fife, a municipal corporation herein referred to as the City, and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union, representing the City of Fife Public Works Teamsters members, herein referred to as Employees.

1.02 Public Employees. The Public Works Department and the individual members of the Teamsters are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their work conduct in order that they may merit the respect and confidence of the general public.

1.03 Term of Agreement. The effective date of this Agreement shall be January 1, 2014 and shall continue in effect through December 31, 2019.

ARTICLE 2 – TEAMSTERS RECOGNITION

2.01 Teamsters Recognized. The City recognizes the Teamsters as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, conditions of employment, and for the resolution of disputes as authorized by Washington State Law for all Public Works Department employees in the classifications set forth in Exhibit A or any successor classifications.

2.02 Negotiations. The City, for the life of this Agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours or conditions of employment for the employees represented by the Teamsters as stated in this Article.

2.03 Classification Not Guaranteed.

(a) The classification or job titles used in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

(b) The City shall promptly notify the Teamsters of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

(c) If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Teamsters notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the question to P.E.R.C. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the P.E.R.C., the parties shall then negotiate as to the proper rate of pay for the classification, the City being free to assign a temporary rate pending the resolution of negotiations.

(d) The City will negotiate in good faith with the Teamsters before implementing any new job title or job description.

2.04 Integrity of Bargaining Unit. Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to employees not in the bargaining unit without notifying and negotiating the matter with the Teamsters. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

ARTICLE 3 – UNION SECURITY

3.01 It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired into the bargaining unit on or after its execution date, transferring into or within the bargaining unit, or receiving a promotion or demotion within the bargaining unit, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. It is acknowledged that the City routinely hires temporary employees to assist with seasonal increases in workload (Temporary Employees). Temporary Employees may continue to work for the City without joining the Union for six (6) months of continuous employment. Provided, however, if the City decides to give regular employment status to a Temporary Employee, then that person shall be required to join the Union within thirty (30) days of obtaining regular status. After a period of six consecutive months of employment, the City shall notify the Temporary Employee whether he/she will assume regular employment status. If the City fails to do so, the Union may demand in writing (to the City Manager) that the City decide whether the employee shall assume regular employment status with fourteen (14) days of the City's receipt of the Union's written demand. If the City fails to make a decision within this timeframe, the Temporary Employee will automatically assume regular employment status on the fifteenth (15th) day after the City's receipt of the Union's written demand. The City shall fax written notification (attention "Local 117") when it hires a Temporary Employee to perform

bargaining unit work. The parties agree Temporary Employees are not eligible for employment benefits. The City shall not use this language to replace bargaining unit positions.

3.02 The City as a management right has utilized an outside agency for temporary and seasonal laborer needs. The City agrees to limit its use of this management right to a maximum calendar year expenditure of $100,000, said amount to be adjusted annually by the change in the consumer price index, utilizing the same index used to adjust employee wages.

3.03 The provisions of section 3.01 notwithstanding, the right of non-association with the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member is hereby safeguarded. In lieu of paying Union dues, such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a nonreligious charity or another charitable organization. The Employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

3.04 The Union agrees that membership in the Union shall not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The Union further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to the Union security provision contained herein, then the Union undertakes to indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past-due wages and agrees to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any.

3.05 The Union agrees that the City shall not terminate the employment of any employee under the security clause provision of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue as per the Union bylaws and International Constitution.

3.06 The Union agrees to indemnify and hold the City harmless from any loss or damage arising from the City's compliance with this Article, including, but not limited to, claims for unlawful termination, lost wages, penalties and attorney's fee, and the Union shall also reimburse the City for its costs and attorneys fees incurred in defending against such claims.

ARTICLE 4 – TEAMSTERS DUES

4.01 The City will deduct from each employee's paycheck once each pay period, commencing thirty-one (31) days following the initial date of employment, the Union dues, initiation fees, and assessments for each employee in the bargaining unit who has filed with the City a voluntary effective check-off authorization. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. Such dues shall be forwarded to the Teamsters at an address designated by the Teamsters.

4.02 A Teamsters member desiring to revoke the dues checkoff may do so by written notice to the City at any time during the ten (10) day period prior to the annual anniversary date of this Agreement, and each year during the life of the Agreement.

4.03 The formula for calculating Union dues shall be uniform in nature for each employee in order to ease the City's burden of administering this provision. The actual dues amount shall either be a flat rate for all employees, or an amount based upon the hourly rate of each employee. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last payroll.

4.04 If the employee has no earnings due for that period, the Teamsters shall be responsible for collection of dues. The Teamsters agree to refund to the employee any amounts paid to the Teamsters in error on account of this dues deduction provision. The Teamsters may change the fixed uniform dollar amount which will be considered the regular monthly fee once each year during the life of this Agreement. The Teamsters will give the City thirty (30) days written notice of any such change in the amount of uniform dues to be deducted.

4.05 Democratic Republican Independent Voter Education ("D.R.I.V.E."): The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington D.C. 20001

The City will send, on a monthly basis, one (1) check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) digits of the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of any applicable law. No deductions shall be made which are prohibited by applicable law.

The Teamsters acknowledge that any contribution made by an employee to D.R.I.V.E. shall be strictly voluntarily on the part of the employee. The Teamsters shall not pressure or otherwise coerce any employee to contribute to D.R.I.V.E.

4.06 Teamsters Indemnification. The Teamsters shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article (including section 4.05 regarding D.R.I.V.E.). If an improper deduction is made, the Teamsters shall refund directly to the employee any such amount.

ARTICLE 5 – ADDITIONS TO THE AGREEMENT

5.01 In the event the City and the Teamsters mutually agree that, due to unforeseen circumstances, an emergency exists as to the administration of any sections of this Agreement, then those sections effected by such emergency situation may be reopened to further negotiations for the purpose of solving such emergency. Any agreements so negotiated shall become part of this Agreement.

ARTICLE 6 – SENIORITY

6.01 The Human Resources Department shall establish a seniority list which shall be brought up to date prior to January 31st of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of same delivered to the Teamsters. Any objections to the seniority list as posted shall be reported to the Human Resources Department within ten (10) days, or stand approved.

6.02 Seniority shall be broken only by discharge for cause, voluntary quit or retirement.

6.03 All new employees shall serve a probationary period of six (6) months. The Union may not question the discipline or dismissal of any probationary employee nor shall the dismissal or discipline be the subject of a grievance. The probationary period may be extended on a case by case basis by written agreement between the Union, the City, and the employee. If there is a layoff due to lack of work, a probationary employee will be given preference over new employees in filling the position.

6.04 In the event of economic layoff, within each classification the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. This procedure to be followed for a period of one (1) year following the date of layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from his/her receipt of the notice to advise the City in writing, that he/she intends to accept the offer of rehire. He/she shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days later; provided, however, the City shall have no obligation to rehire said laid-off employee if he/she is no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with his/her current address and the Notice of Intent to Hire is returned unopened, or he/she fails to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

6.05 Layoffs or non-disciplinary demotions will be determined strictly by the order of the seniority list by classification, with the employee with the least seniority affected first. Bumping rights may apply between classifications if the person to be laid off has all the qualifications required by the job description for the other classification, has seniority, and within one (1) year of the layoff has performed all of the duties required for the other classification or has received training in those duties within said year.

ARTICLE 7 – BULLETIN BOARDS AND UNION COMMUNICATION

7.01 The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a nonpolitical, non-inflammatory nature. The Teamsters shall provide a copy of all postings to the City at least two (2) hours prior to posting, unless approved for immediate posting by Public Works Director. The Teamsters will remove all dated material. Union staff members shall be allowed to post electronic mail notices on the Employer's system if the notices meet the same requirement provided they comply with City of Fife policies governing electronic mail and internet use. The parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the Employer's equipment interfere with normal operations or service to the public. Union Stewards may make limited use of the Employer's telephone, FAX machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration, provided they comply with City of Fife policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public. All costs incident to preparing and posting the

Teamsters material will be borne by the Teamsters and the Teamsters will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 8 – VACATIONS

8.01 Members of the Public Works Department shall be granted vacation time in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

A. Vacation shall accrue on a monthly basis beginning on an employee's anniversary date, which accrual shall be available for use by the employee, subject to scheduling, immediately upon accrual. "Anniversary date" means the date an employee is first hired for a regular position with the City. "Anniversary date" is distinguished from an employee's "in-position date," which shall mean the date upon which the employee is promoted or placed into his/her current position.

B. On the one (1) year employment anniversary date the employee shall immediately accrue twelve (12) working days vacation. One (1) additional day of vacation shall be granted for each additional year of service thereafter, with a maximum of thirty (30) days vacation.

C. The employee shall choose the time for vacation in order of seniority of employment. The Employer will post a vacation schedule on or before March 1st and the employee will have until April 1st of each year to designate the vacation period, and the number of days to be accumulated and carried over to the following year. If the employee does not designate the vacation period during this time, the next person in order of seniority will have a choice.

D. Any known restriction (court, training or mandatory classes) that may cause any change or effect an employee's vacation scheduling are to be posted by February 1st.

E. Subsequent changes or restrictions in vacation scheduling must have mutual agreement and consent from parties involved, except in cases of recognized and extreme emergencies.

F. Should an employee leave for any reason, he/she shall be paid for all accrued and unused vacation days through the month preceding that in which the employee leaves, based on the hourly wage at the time of leaving. A "month" shall be defined as one-twelfth (1/12) of the calendar year. A "day" shall be defined as an eight (8) hour workday within any twenty-four (24) hour period.

G. Vacations will be used in the year that such days are credited to the employee. However, such vacation time may be carried over into the next year by mutual agreement of the City and employee, not to exceed a total of 240 hours. Provided, however, during the course of the year, an employee's total vacation accumulation may exceed 240 hours. Provided, however, if an employee has previously scheduled vacation pursuant to section C above and said vacation is cancelled by the City so that the employee will be unable to take the vacation before the end of the calendar year, then the employee shall have an absolute right to carry forward the amount of cancelled vacation into the following year. If an employee takes fifteen (15) days of vacation in a year based on the rolling 12 month period tied to the employee's anniversary date, employee may redeem the balance of his annual accrued vacation for cash up to a maximum of ten (10) days.

H. Notwithstanding the vacation selection procedures set forth above, an employee may take vacation in one (1) hour increments by mutual agreement of the City and employee.

ARTICLE 9 – HOLIDAYS

9.01 Employees shall receive thirteen (13) working days off without loss of pay as holidays. For the purpose of this section, the following holidays will be observed: (1) New Year's Day; (2) Martin Luther King's Birthday; (3) Presidents' Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veterans' Day; (8) Thanksgiving Day; (9) the day after Thanksgiving; (10) the day before Christmas; (11) Christmas Day; (12) the employee's birthday; and (13) one (1) floating holiday. A different day may be substituted for the birthday if it is necessary to accommodate City scheduling needs and is agreed to between the employee and the City. Eligible employees may only use their floating holiday after the successful completion of their probationary period. Employees who are in a probationary period due to a promotion, transfer or non-disciplinary demotion are an exception to this provision. Employees who become eligible to use a floating holiday on or after December 15th of a calendar year and are unable to use the floating holiday through no fault of their own shall be entitled to carry the floating holiday into the next calendar year. Provided, however, that the employee must use the subject floating holiday by March 1st of the next calendar year or the holiday shall be lost without compensation.

9.02 Time and one-half (1-1/2) the employee's straight time hourly rate of pay in addition to holiday pay will be paid for scheduled work performed on a holiday or compensatory time off at the time and one-half (1-1/2) rate, whichever is mutually agreed to between the City and employee. The employee may accumulate not more than eighty (80) hours compensatory time. The use of accumulated compensatory time shall be scheduled by agreement with the City.

9.03 In addition to the other eligibility requirements set forth in this Article, an employee must be employed by the City on the regular workday immediately preceding and immediately succeeding the scheduled holiday in order to be eligible for holiday pay.

ARTICLE 10 – SICK LEAVE AND BEREAVEMENT LEAVE

10.01 (a) Sick leave for regular full-time employees for non-duty connected injury or illness shall be computed at the rate of eight (8) hours per month up to ninety-six (96) hours each year with a maximum accumulation of 1,600 hours. Sick leave for regular part-time employees for non-duty connected injury or illness shall be computed at the rate of one (1) hour for each twenty-one (21) hours worked up to ninety-six (96) hours each year with a maximum accumulation of 200 hours. Such leave shall be granted upon application before or within a reasonable time after the absence, depending upon the circumstances of each case. If an injury or unforeseen illness occurs during vacation, sick leave may be used in lieu of vacation upon a physician's written approval. Sick leave for new members shall commence accumulating at date of entry in the department. Upon termination for any reason, except a dismissal for just cause, an employee shall be paid for the unused part of the sick leave on the following formula:

25% of the first 400 hours
50% of the second 400 hours

Such pay shall be considered severance pay.

(b) As an incentive for those employees who use three (3) days or less of sick leave, in any calendar year, they shall be given a bonus of one (1) day's pay, to be paid in the first pay period in January of the following year.

10.02 When an employee is absent from work on a scheduled work day because of death in the employee's immediate family, the employee will be paid for such time up to a maximum of three (3) working days based on an eight (8) hour work day at the employee's straight time rate, except if the employee must leave the state of Washington (in which case an amount up to a maximum of five (5) working days based on an eight (8) hour work day at the employee's straight time rate will be paid). The employee shall provide information substantiating the need for the leave prior to being granted the leave.

10.03 Sick leave may be used if an injury or unforeseen illness occurs to an employee's immediate family member.

10.04 "Immediate family," for purposes of bereavement leave, shall be defined as the employee's spouse, "domestic partner" (provided the guidelines set forth in this section are met), son, daughter, parents, mother-in-law, father-in-law, sister, brother, grandparents, step-parents, stepchildren, grandchildren or any other member of the employee's household. In order to be eligible to receive bereavement leave for a "domestic partner", the employee must sign an affidavit in a form satisfactory to the City which attests to the following in regard to his/her domestic partner: that the employee and his/her deceased domestic partner, for at least the last six months before the decedent's passing (1) shared the same regular and permanent residence; (2) had a close, personal relationship; (3) were jointly responsible for "basic living expenses" (as defined in this section); (4) were not married to another person; (5) were both 18 years of age or older; (6) were not related by blood closer than would bar marriage in the State of Washington; (7) were mentally competent to consent to the domestic partnership; and (8) were each other's sole domestic partners, were intending to remain so indefinitely, and were responsible for each other's common welfare. "Basic living expenses", for purposes of this section, means the cost of basic food, shelter, and any other necessary expenses of daily living. Any person who legally stood *in loco parentis* of the employee when he/she was a child may be substituted for the biological parents of the employee for bereavement leave purposes.

For purposes of sick leave, "immediate family" shall mean: (a) a child of the employee with a health condition that requires treatment or supervision or (b) a spouse, "domestic partner," parent, step-parent, parent-in-law, grandparent, grandchild, or step-child of the employee who has a serious health condition or an emergency condition. In order to be eligible to use sick leave for a "domestic partner," the employee shall be required to sign an affidavit attesting to each of the categories set forth above in this section in regard to bereavement leave for a "domestic partner." The City Manager, in his discretion, may allow the use of sick leave for other emergent circumstances.

10.05 The City may require a doctor's verification of illness should an employee request more than three (3) consecutive shifts of sick leave.

10.06 The City may grant a regular employee leave of absence without pay. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the City Manager, or if the authority is delegated to the Department Director. Upon the expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on written leave to report promptly at the expiration of leave shall be cause for discharge.

10.07 If the City adopts a leave policy more liberal than stated above, the City agrees that the contract will be amended to reflect the more liberal benefits.

10.08 Catastrophic Sick Leave Sharing

10.08.01 Definition: A "catastrophic or severe medical condition, illness or injury" shall be defined as:

(1) A physician certified death imminent case; or

(2) A medical condition, illness, or injury which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:

(a) go on leave of absence without pay in excess of ten (10) working days; or

(b) terminate City employment;

(c) and shall not include any mental, emotional or stress related medical condition, illness, claims or injuries, except for periods during hospitalization or institutional internment.

10.08.02 In the event there is an employee that has been diagnosed with a qualifying catastrophic illness and other employees would like to dedicate their sick leave benefits or a portion thereof, the City will accept employees sharing sick leave dedicated to the employee with the catastrophic illness subject to the terms of the remainder of this section (10.08).

10.08.03 The employee does not have to be a member of the Teamsters Union in order to give or receive sick leave under this section.

10.08.04 To be eligible to receive shared leave, an employee must have diligently pursued and be found to be ineligible for state industrial insurance benefits or other disability benefits. The employee will also be required to provide appropriate medical certification both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the subject condition. An employee may not receive more than a total of two hundred and ten (210) days of shared leave in a consecutive seven (7) year period. This seven (7) year period shall be calculated from the first date upon which an employee receives shared leave. The preceding two sentences of this section 10.08.04 shall not apply to current Teamsters bargaining unit member Ken Green.

10.08.05 An employee receiving shared leave will not accrue or be eligible to receive paid leave such as vacation, sick leave, or holiday leave. The shared leave being taken shall not be considered earned leave and thus other leave shall not accrue. The preceding two sentences in this section shall not apply in regard to shared leave given by a Teamsters bargaining unit member to another Teamsters bargaining unit member.

10.08.06 In order to be eligible to donate sick leave, an employee must have total accrued sick leave of greater than twenty (20) days. Only days in excess of the twenty (20) days may be donated. The donation of sick leave from one Teamsters bargaining unit member to another Teamsters bargaining unit member shall be made at the current wage rate of the donor employee. All other donations of sick leave shall be made on a "day for day" basis, meaning that one (1) day of donated sick leave shall equate to one (1) day of sick leave being received by the subject employee. "One day" shall be equal to eight (8) hours for purposes of this section.

ARTICLE 11 – MATERNITY, FAMILY MEDICAL AND MILITARY LEAVE

11.01 Maternity leave shall be granted or denied in accordance with the provisions of Fife City Ordinance No. 946.

11.02 Military Leaves shall be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994. Employees, who enter active military service or annual reserve duty requirements, will be granted a leave of absence without the loss of seniority. Reinstatement shall be governed by the Act referenced above. The Employer reserves the right to request verification details from any employee returning from a military leave of absence.

ARTICLE 12 – WORK SCHEDULE

12.01 The hours of scheduled duty shall not exceed an accumulative average of forty (40) hours per week in any one (1) year.

12.02 Eight (8) hours shall constitute a workday and forty (40) hours shall constitute a workweek. The workweek shall be five (5) consecutive days. All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be considered overtime. The eight (8) hour day shall be worked within a nine (9) hour period in each of the five (5) days. No person shall be required, except in an emergency, to work longer than 4-1/2 hours without a lunch period. In computing a regular workweek in which a holiday falls, the holiday shall be considered a day worked.

12.03 The normal workday hours may be modified by agreement of the City and the Bargaining Unit to allow for the use of "flex schedule." In that event it shall not be considered overtime if the employee works an agreed scheduled shift. Any time worked beyond the scheduled shift shall be considered overtime, regardless of the number of hours worked in a given day or week.

ARTICLE 13 – OVERTIME

13.01 In the event, that a need for overtime should occur in the Public Works because of vacation, sickness or other unforeseen conditions, overtime shall be paid at the time-and-one-half (1½) rate according to Exhibit "A," to the nearest half-hour (1/2).

13.02 Any necessary scheduled overtime shall be offered to Regular Employees, by seniority, with the employee that has been employed within the bargaining unit the longest being offered the work first. All regular Employees will be given the opportunity for overtime prior to overtime being offered to other employees.

13.03 If an employee is scheduled to report to work before his/her regular work shift or stay after his/her regular work shift, then he/she shall be paid at the overtime rate for any time worked. However, if the employee is scheduled to report to work before his/her regular work shift then the rate of compensation shall revert to the straight time rate at the commencement of the regularly scheduled work shift.

13.04 Scheduled Sunday work shall be paid at the same rate as holiday pay.

ARTICLE 14 – EMERGENCY CALL-IN AND STANDBY

14.01 Whenever any employee is brought back to work on an emergency call-in, he/she shall be paid at the double-time (2x) rate per Exhibit "A" with a minimum of two (2) hours double-time (2x) pay. However, the rate of compensation shall revert to the regular straight time rate at the commencement of the scheduled work shift.

14.02 Standby practice is not to be used.

14.03 Call-Outs. The following call-out arrangements are hereby established:

A. The Public Works Director shall post annually a "first responder" calendar. The "first responder" is defined as the public works person that shall respond to any emergency call-out and he/she shall also carry a cell phone. Each qualified employee shall be assigned to be a first responder on a rotating basis. The employee may arrange with another employee to have a different employee cover his/her assigned time. Provided, however, no change in the rotating schedule shall be authorized until the request is submitted

in writing, signed by both effected employees, and approved by the supervisor. If the first responder needs a backup employee then he/she shall call a backup based on the Public Works seniority list. In the discretion of the Department Director he/she may authorize a take home vehicle for the first responder during inclement weather conditions.

B. The "first responder" cell phone will be on a rotating schedule from Tuesday at 4:00 p.m. to the following Tuesday at 7:30 a.m. It shall be rotated weekly.

C. The "first responder" will respond by phone within a twenty (20) minute time period and report to the job site in a timely fashion.

D. Any employee assigned to the "first responder" cell phone shall receive $240.00 per week for each assigned week.

ARTICLE 15 – WAGES

15.01 Wages. The bargaining unit employees shall have the job classifications, and shall be paid semi-monthly the base wage rates, set forth in Exhibit A attached hereto and by reference incorporated herein. The base wage rate to be paid for the duration of the Agreement term for each job classification is set forth in Exhibit A, except as modified by the following provisions:

A. Effective January 1, 2014, the Sr. Water Quality Specialist, who, due to changes in the position's job description, will be increased by $225.00 per month.

B. Effective January 1, 2014, all bargaining unit members shall have their base wage increased by 1%.

C. Effective January 1, 2014, simultaneously with the wage increase listed in Section 15.01(A), all bargaining unit members shall have their base wage increased by 1% for lost COLA and for switching to the high deductible health care plan from a Teamster's health care plan which had a lower effective per employee premium cost to the City than plans previously provided to other City employees.

D. Effective January 1, 2015, all bargaining unit members shall have their base wage increased by by 100% of the increase in the CPI-W, Seattle-Tacoma-Bremerton, June 2013 through June 2014, minimum of 2 %, maximum 4%.

E. Effective January 1, 2016, all bargaining unit members shall have their base wage increased by 100% of the increase in the CPI-W, Seattle-Tacoma-Bremerton, June 2014 through June 2015, minimum 2%, maximum 4%.

F. Effective January 1, 2017, all bargaining unit members shall have their base wage increased by 100% of the increase in the CPI-W, Seattle-Tacoma-Bremerton, June 2015 through June 2016, minimum of 2%, maximum of 4%.

G. Effective January 1, 2018, all bargaining unit members shall have their base wage increased by 100% of the increase in the CPI-W, Seattle-Tacoma-Bremerton, June 2016 through June 2017, minimum of 2%, maximum of 4%.

H. Effective January 1, 2019, all bargaining unit members shall have their base wage increased by 100% of the increase in the CPI-W, Seattle-Tacoma-Bremerton, June 2017 through June 2018, minimum of 2%, maximum of 4%.

ARTICLE 16 – HEALTH AND WELFARE

16.01

A. The City shall offer to permanent full time employees the Washington Teamsters Medical Plan "A", and the United Employees Benefit Trust Plan D-5 with Orthodontia, and the Washington Teamsters Welfare Trust Extended Vision Plan for the month of January, 2014 Commencing February 1, 2014, the City shall offer the AWC Regence HDHP with an Health Savings Account (HSA) and the United Employees Benefit Trust Plan D-5 with Orthodontia, and the AWC Regence HDHP with a Voluntary Employee Benefit Association (VEBA) and the United Employees Benefit Trust Plan D-5 with Orthodontia. Regardless of which AWC plan is chosen the City will also offer the AWC Vision plan that has benefits most similar to the Teamsters Welfare Trust Extended Vision Plan. If state or federal law requires the City to offer an HMO alternative, then it shall make available to the employee a similar plan offered by an AWC sponsored HMO provider, but the City will only pay the applicable premium up to the amount of the premium that would have been paid if the employee had opted for the AWC HDHP, and the employee, as a payroll deduction, shall be responsible for the premium balance.

B. Commencing February 1, 2014, the City will offer participation in a Health Savings Account (HSA) or Voluntary Employee Benefit Association (VEBA), depending on which health care plan the Employee has chosen under Section 16.01. The City shall annually contribute $2,250.00 into the HSA or VEBA for an employee only, and $3,250.00 for an employee with family, regardless of number of dependents, with the payments being made in equal installments paid on January 1, April 1, July 1 and October 1 provided the

employee is employed by the City on each payment date. Provided further, however, the entire 2014 contribution shall be made on February 1, 2014. Any employee hired during 2014 shall only receive a prorated contribution based upon the date of hire. The City shall establish a relationship with a financial institution that will provide an HSA with debit card access for the employees. The City will pay any expenses for setting up and maintaining the HSA at that financial institution, other than expenses caused solely by the employees' actions (i.e. fraud, overdraft charges, lost or duplicate card charges, and so on). If an employee chooses to place its HSA with a different financial institution, then the employee shall be responsible for all fees for setting up and maintaining the HSA, but the City shall reimburse the employee for up to the amount the City would have paid if the account would have been placed with the financial institution chosen by the City.

C. In addition, commencing on February 1, 2014, once the employee is subscribed to the AWC HDHP, the City will self fund a medical bridge for all participating employees and dependents at the rate of $3,000 for employee only coverage, and $6,000 for family coverage, regardless of the number of dependents. The medical bridge amount shall be funded at a level sufficient funding assuming the City had to pay out during the calendar year the full amount for every bargaining unit member and family member that is in the AWC HDHP. The bridge amount may only be used after the annual deductible amount on the AWC HDP has been reached, and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year co-insurance maximum out of pocket amount in order to reach the point where the AWC HDHP plan pays 100% of claims. The bridge is not cumulative each year. The bridge amount shall be adjusted each year to take into account any increases in the start amount for 100% insurance payment of claims. By way of example, if the 100% claims payment amount is $19,000, and it is increased to $20,000, then the bridge amount to be covered by the medical bridge plan would be increased by $1,000. Probationary employees shall not be included in the HSA until the 1st day of the month in which the employee has coverage under the City health care plan. At that point the City will deposit the prorated amount for that particular quarter in the employee's HSA, and the employee will then be included in the quarterly deposit cycle thereafter, as set forth above without regard to the employee's probationary status.

D. In the event the City decides to modify or change medical plans, the medical bridge account or HSA account, the City shall, prior to making its decision to implement, meet with the Union and shall consider in good faith the Union's input. If the City makes a change, then the City agrees to bargain the impacts of the change, if any. The base line plan for this purpose shall be the AWC HDP plan, HSA and bridge referenced in this Section 16.01.

16.02 The City of Fife shall pay the premiums for the health and welfare plans listed in Section 16.01. The employees, as a payroll deduction, shall reimburse the City for eight percent (8%) of the premium amount for all employees in the bargaining unit that participate in the plan. The amount equal to eight percent (8%) of the total of all bargaining unit member premiums shall be divided by the number of employees in the bargaining unit that participate

in the medical plan, and each employee in the plan shall pay that amount as a payroll deduction. If the amount changes during the year due to the addition or removal of employees during the year, then the monthly contribution by each employee shall be adjusted accordingly, effective in the month the premium amount changes. By way of illustration only, if eight percent (8%) of the total premium paid for all bargaining unit members in medical plan was $1,350.00 in a month, and there were fifteen (15) members, then the premium contribution by each employee would be $90. If the membership number increased to sixteen (16) and the total premium paid for the sixteen (16) members hypothetically increased to $1,400.00 in a month, then the monthly deduction for each member would be changed starting in the month the contribution rate changed, to $87.50. Note that if a member chooses to join an HMO as referenced in Section 16.01, that member shall be responsible for the eight percent (8%) contribution referenced in this paragraph, in addition to the additional contribution required in Section 16.01.

16.03 If an employee that is otherwise eligible for participation in the health care plan referenced in Section 16.02 above has primary health insurance coverage for the employee and the employee's dependents, if any, through another source, and if the employee, in its sole discretion determines it does not want to be covered by the AWC Regence HDHP plan, and if AWC will allow said employee to not participate in the City offered AWC plan, then, in lieu of any payments required pursuant to the provisions of Section 16.02 above, the City shall pay to the employee an amount equal to $500.00 plus the amount of the HSA or VEBA and the employee election contribution that would have been made for the employee, with the payments being made in equal installments paid on January 1, April 1, July 1 and October 1 provided the employee is employed by the City on each payment date.

ARTICLE 17 – LIABILITY INDEMNITY

17.01 The City shall indemnify, defend and hold harmless any employee who is named as a defendant in a lawsuit for alleged acts or omissions made in good faith during the course and in the scope of City employment provided, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or Union that the employee has been named as a defendant in the lawsuit. The indemnity protection shall not apply to a criminal complaint nor to an intentional tort or willful and wanton act. The City shall, however, defend the employee from an alleged criminal act, intentional tort or willful and wanton act committed in the line of duty if the employee denies the conduct. However, the City shall have no duty to indemnify the employee for any judgment awarded against him/her based upon the alleged wrongful conduct.

ARTICLE 18 – CORRECTIVE ACTION & DISCHARGE

18.01 The Employer and the Union recognize that the intent of written corrective action is for the purpose of modifying inappropriate behavior. Said actions shall state, in

writing to the employee and the Union, the reason(s) for such action. If the employee and/or the Union believe such action to be unjustified, the matter may be pursued through the grievance and arbitration provisions of this Agreement.

18.02 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall inform the employee of this right and shall, upon request, by the employee, provide Union representation. An employee who waives this right shall acknowledge such in writing.

18.03 The City may discharge or suspend any employee only for just cause.

18.04 Any employee may request an investigation or grieve his/her discharge, suspension or any written corrective action warning. Any such protest shall be presented to the City Manager in writing within ten (10) calendar days after the discharge, suspension or warning notice; and if not presented within such period the right of the protest shall be waived.

18.05 All written corrective action warning notices shall remain in effect for a pre-determined period from the date of issuance, and such period is to be decided on a case-by-case basis by the City. The employee shall be informed of this period in the written corrective action notice. Employees shall have a right to a written rebuttal statement as an attachment to all corrective action.

ARTICLE 19 – GRIEVANCE PROCEDURES

19.01 The purpose of the grievance procedure shall be to settle all grievances between the City and the Teamsters as quickly as possible so as to insure efficiency and promote employee morale. This grievance procedure shall apply to disputes concerning the interpretation or application of any of the provisions of this Agreement. Grievance procedures shall be in compliance with existing personnel rules and regulations.

19.02 Should any employee or group of employees feel aggrieved as a result of any condition arising out of this Agreement, adjustment shall be sought as follows by the employee with the assistance of the Teamsters; if it so determines the grievance is justified. Nothing herein shall prevent an individual employee from carrying on the grievance. All grievance activity shall be on the employee's own time. He/she shall not be paid for participating in preparing a grievance or presenting a grievance through the grievance procedure. Provided, however, the employee shall be paid if any hearing or presentation is scheduled during his/her normal work shift.

19.03 Step 1. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) calendar days from the date the

act or acts occurred resulting in the grievance, the matter shall be discussed orally with the employee's immediate supervisor.

19.04 Step 2. If the grievance cannot be settled in Step 1 then the employee may have the grievance presented by the Teamster Representative to the Public Works Director within ten (10) calendar days from the response in Step 1. It shall be reduced to writing for such purpose, indicating what section(s) of the Collective Bargaining Agreement allegedly violated, the facts of the case and the remedy sought. The Public Works Director shall then arrange for such meetings and make such investigations as are necessary to provide a response. The written response shall be provided to the Union and grievant within ten (10) calendar days of the receipt of the written grievance in Step 2. If this answer does not resolve the grievance, it may be processed to Step 3.

19.05 Step 3. If no settlement is reached in Step 1 and Step 2, the grievance shall be presented in writing to the City Manager within ten (10) calendar days from the date the Public Works Director provides his/her written response to the Teamsters Representative pursuant to Step 2. The City Manager shall then conduct such investigation as is necessary to fully evaluate the merits of the grievance. The City Manager shall provide his/her written response within ten (10) calendar days from the date the matter is referred to him/her to the Union and grievant.

19.06 Step 4. If no settlement is reached in Step 3, then within ten (10) calendar days from the date the City Manager provides his/her written response, the Union may submit to the City Manager his/her written demand for arbitration. All parties agree to use binding arbitration with the Washington Public Employment Relations Commission appointing the arbitrator. The rules of arbitration of the American Arbitration Association shall be used to govern the arbitration proceedings.

19.07 Failure on the part of the Public Works Director or the City Manager to answer the grievance within the allotted time presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided. Failure on the part of the Teamsters Representative or the employee to refer the matter to the next step in the grievance process within the time limits set forth shall presume that the claim has been settled in the manner provided in the previous grievance step and that the offered satisfaction of grievance is acceptable. The time limit specified within this grievance procedure may be extended by written mutual agreement of the City and the Teamsters.

ARTICLE 20 – TEAMSTERS ACTIVITIES

20.01 Member(s) of the Teamsters negotiating committee shall be granted leave from duty with pay. For meetings that take place at a time during which such a member is not scheduled to be on duty, that time shall be non-compensatory.

ARTICLE 21 – DISCRIMINATION

21.01 Any employee member of the Teamsters acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such Officer of the Teamsters so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Teamsters membership or activities.

21.02 The Teamsters recognize the City as an equal opportunity employer and agree with the City's policy of non-discrimination because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation (including gender identity), age, military or veteran status, physical, mental or sensory disability, marital status, or any other protected category under federal/state law.

21.03 The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 22 – RIGHTS AND AUTHORITY

22.01 The Teamsters recognize that the City possesses the sole right, authority and responsibility to operate and direct the employees of the Public Works Department in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, or any predecessor agreements, except as modified by this Agreement. These rights include, but are not limited to:

A. The right to determine its mission, policies and all standards of service offered to the public;

B. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Public Works Department;

C. To determine the methods, means and number of personnel needed to carry out the departmental operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duty shall be performed by the employee;

D. To direct the work force;

E. To hire and assign or to transfer employees within their classification;

F. To promote, demote, suspend, discipline or discharge employees for cause except for probationary employees, who can be terminated without cause;

G. To lay off or relieve employees of duty for lack of work or funds or because of the occurrence of conditions beyond the control of the City;

H. To make, publish, and enforce rules and regulations including reasonable rules pertinent to secondary employment, as per existing regulations;

I. To introduce and use new or improved methods, equipment, or facilities;

J. To contract for goods;

K. To take any and all actions that may be necessary to carry out the mission of the City in situations of civil emergency or martial law.

22.02 If, in the sole discretion of the City Manager, or other authorized City representative, it is determined that a civil emergency or martial law condition exists, including, but not limited to, riots, civil disorders, tornado conditions, floods, accidents or other similar situations, the provisions of this Agreement may be suspended by the City Manager or his/her designee for the duration of the declared emergency as is necessary to deal effectively with the emergent circumstances. However, the employees may still file a grievance for any actions taken during the emergency that are not consistent with the terms of this agreement. It is agreed that the processing of any grievance beyond Step 1 of the grievance procedure shall be delayed until a time when this condition or the results of the condition no longer hamper normal business activity.

ARTICLE 23 – PERFORMANCE OF WORK

23.01 The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service.

23.02 The Teamsters and the City agree that during the life of this Agreement the Teamsters will not cause, encourage or participate in any strike (including strike picketing), slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Teamsters as prescribed in RCW 41.06.250.

23.03 In the event of a strike (including strike picketing), slow-down, walkout or work stoppage, the Teamsters shall within twenty-four (24) hours, issue a public statement disavowing such action and requesting the employees to return to work. A copy of this statement will be simultaneously supplied to the City. The Teamsters shall also make every

effort to bring about the resumption of normal operations. Within twenty-four (24) hours after the commencement of a strike (including strike picketing, slow-down, walkout or work stoppage), the Teamsters shall advise the City in writing of their effort to resume normal operations.

23.04 Failure by the Teamsters to comply with the provisions of this Article shall be cause for the City to terminate this Agreement, in addition to other remedies that may be available; in such a case, the City will give written notice to the Secretary-Treasurer of Teamsters Local No. 117. Failure to respond to the Teamsters' request to return to work by an individual's work shift shall cause disciplinary action to be taken. This action may include immediate dismissal. The provisions of this Article shall not be subject to the grievance procedure as provided in this Agreement.

23.05 No individual shall receive any portion of his/her salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article.

23.06 Any individual employee striking or refusing to work forfeits his/her right to work for the City of Fife.

ARTICLE 24 – SAVINGS CLAUSE

24.01 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or by the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the matter shall be referred to P.E.R.C. for determination.

ARTICLE 25 – NOTICE TO OTHER PARTY

25.01 This Agreement shall remain in full force and effect during the period noted in the preamble of this Agreement. At least two hundred ten (210) days, but not more than two hundred seventy (270) days prior to the termination date, the Teamsters or the City shall request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set not more than forty (40) days following such request. All proposals for negotiations shall be presented in writing by the second negotiation meeting and only such proposals shall be considered unless otherwise mutually agreed.

ARTICLE 26 – WORK CLOTHING

26.01 The City currently requires employees to wear safety boots and other specified types of clothing. The City shall budget $500.00 per employee in order to provide for purchasing the required clothing and boots. Clothing purchased with the budgeted money shall only be used for City of Fife employment related activities.

ARTICLE 27 – LABOR MANAGEMENT COMMITTEE

27.01 The City and Union acknowledge that ongoing dialogue is beneficial. The parties agree to establish a standing committee to deal with issues of mutual concern. The committee shall consist of up to two (2) bargaining unit members and the Union Business Representative or a designee, and up to three (3) City representatives, to be chosen by the City Manager. Either party can require a meeting of the Labor Management Committee, and failure to meet shall not be deemed an Unfair Labor Practice or a matter subject to the grievance procedure.

27.02 The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern, but shall not be used to discuss negotiable issues unless both Parties so agree. The Committee shall establish its own rules of procedure and time and place of meetings.

ARTICLE 28 – WESTERN CONFERENCE OF TEAMSTERS PENSION

28.01 The City and the Union agree to reopen negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for the employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan), but solely if at least 75% of the bargaining unit members first vote in favor of participation in the Plan. A vote may be taken no more frequently than once per calendar year during the contract term. Said vote shall be by secret ballot so that the anonymity of the vote of each member is assured. For purposes of determining reaching the 75% affirmative vote level, percentages shall be rounded up (e.g.74.1 % shall be a 75% vote for this purpose). The City agrees to divert from wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or Plan's Trust. Provided, the request to change the amount shall occur no less than once per calendar year, and the notice of change must be given thirty (30) days before the payroll date from which the deduction is to occur. The indemnity provisions of Article 3 Section 3.06 shall also apply to this Article 28.

ARTICLE 29 - SUPERVISOR POSITION.

A. The City's position is that Employees that meet the PERC definition of a "supervisor" should not be in the same bargaining unit as the employees that they supervise, but should be in a bargaining unit that includes only supervisors. The current job description, and the actual duties performed by the Public Works Superintendent would meet the PERC definition of a supervisor. However, at this time, there are no supervisor bargaining units in the City, and there is only one (1) "supervisor" in this bargaining unit. The City timely raised the issue to have the supervisor removed from the unit, but the City and Union have agreed that position shall remain in the unit, subject to the provisions of this Article.

B. So long as the employee currently in the Public Works Superintendent position remains a City Employee in that position, the position shall remain in the bargaining unit. The City reserves the right to add a management level position that will be outside of the unit and that position could assume some or all of the supervisory job duties currently included in the job duties of the Public Works Superintendent, and those duties could be removed from the job description and duties of the Public Works Superintendent. If this is done the current employee would not suffer a loss of wage or benefits as a result of the change, but the Union waives any objection to removing the supervisory duties from bargaining unit work. If the Public Works Superintendent position should become vacant during the contract term, then the parties agree that the City can at that time remove the supervisory duties from the job description of the Public Works Superintendent, and the contract would be reopened solely to adjust the base wage to make the wage comparable for positions with similar job duties. The City shall have ten (10) days from the time the position becomes vacant to give the Union notice that it intends to remove the supervisor job duties from the Public Works Superintendent position and have those duties performed by a non bargaining unit member.

CITY OF FIFE
PUBLIC WORKS DEPARTMENT

DAVID K. ZABELL
City Manager

4/23/14
Date

TEAMSTERS LOCAL UNION
NO. 117, IBT

TRACEY A. THOMPSON
Secretary-Treasurer

4-9-14
Date

EXHIBIT A – PART 1 (WAGES)

Exhibit A
Teamsters Salary Structure

SALARY RANGE	YEAR 2013	0-24 MONTHS STEP A	25-48 MONTHS STEP B	49-72 MONTHS STEP C	73-96 MONTHS STEP D	96-120 MONTHS STEP E	121+ MONTHS STEP F
Public Works Superintendent		$6,240.31	$6,333.32	$6,427.71	$6,523.54	$6,620.79	$6,719.50
Lead Mechanic		$5,828.61	$5,915.44	$6,003.59	$6,093.03	$6,183.82	$6,275.98
Mechanic		$5,336.82	$5,416.28	$5,496.93	$5,578.79	$5,661.87	$5,746.19
Sr. Maintenance Leadman		$5,828.61	$5,915.44	$6,003.59	$6,093.03	$6,183.82	$6,275.98
Maintenance Leadman		$5,336.82	$5,416.28	$5,496.93	$5,578.79	$5,661.87	$5,746.19
Sr. Maintenance Technician		$4,746.23	$4,816.82	$4,888.48	$4,912.48	$5,039.16	$5,109.94
Sr. Water Quality Specialist		$5,336.82	$5,416.28	$5,496.93	$5,578.79	$5,661.87	$5,746.19
Water Quality Specialist		$5,031.07	$5,105.94	$5,181.93	$5,259.05	$5,337.34	$5,416.80
Maintenance Technician		$4,106.79	$4,167.79	$4,229.72	$4,292.56	$4,356.35	$4,421.09
Laborer		$3,569.67	$3,622.92	$3,676.36	$3,730.90	$3,786.28	$3,842.46
Step 1*		$3,674.31	$3,728.83	$3,784.16	$3,841.35	$3,897.31	$3,955.18
Step 2**		$3,783.59	$3,839.75	$3,896.75	$3,954.59	$4,013.31	$4,072.91

*After 18 months of full time employment as a Laborer, with satisfactory performance, as determined by the Public Works Director, and possessing and maintaining a valid WDL Class B CDL, with tanker endorsement and no airbrake restrictions an employee in the Laborer classification will be entitled to a 3% base salary incentive pay increase for as long as such license is retained and kept valid and performance remains satisfactory. The incentive pay shall cease in the month following the loss of certification and/or unsatisfactory performance and shall resume the month following recertification and/or satisfactory performance, as the case may be.

**After 36 months of full time employment as a Laborer, continued compliance with all Step 1 requirements, and obtaining two of the three certifications listed below, an employee in the Laborer classification shall receive an additional 3% base salary incentive pay increase for as long as such certification are retained and kept valid and performance remains satisfactory. The incentive pay shall cease in the month following the loss of a required certification and/or unsatisfactory performance and shall resume the month following recertification and/or satisfactory performance, as the case may be.

1. Water distribution Manager Level 1 or higher issued by the WSDOH;
2. Wastewater Collection Specialist Level 1 or higher issued by WWCPA, or
3. Signs & Markings Specialist Level 1 or higher issued by IMSA.

APPLICATION OF EXHIBIT A – PART 1

In applying the foregoing salary structure set forth above in this Exhibit A – Part 1, the City and the Teamsters further agree that:

1. Each "Step" refers to an employee's "time in grade." "Time in grade" means the employee's respective length of service in their respective position, and not the employee's overall length of service with the City.

2. If an employee receives a promotion, he/she shall be placed at Step A for the subject position. However, if this would not result in a raise for the employee, then he/she shall be placed at the first Step which gives him/her a base wage increase.

3. The City may hire new employees and place them above Step A for their respective position if the City determines, in its sole discretion, that it is appropriate to do so.

EXHIBIT A – PART 2 (SET-UP PAY)

A bargaining unit employee shall be entitled to additional compensation when he is serving as acting Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Leadman, Maintenance Leadman, or Sr. Water Quality Specialist in the absence of the Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Leadman, Maintenance Leadman, or Sr. Water Quality Specialist (as applicable) if both of the following two conditions are met:

1. He/she will serve as acting Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Leadman, Maintenance Leadman, or Sr. Water Quality Specialist for four or more consecutive work days.

2. He/she is requested in writing to perform those duties by the Department Director or his/her designee, and the request is approved by the City Manager.

3. As a result of the fact that there is no lead position for grounds maintenance an Employee who is classified as labor who is in charge of a grounds crew made up of two or more temporary summer help employees will receive set-up pay for a period not to exceed six (6) months.

A work day is defined as a day that the Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Leadman, Maintenance Leadman, or Sr. Water Quality Specialist normally reports to work for a full shift. For the purpose of set-up pay, "work days" do not include holidays or weekends. If the employee is serving as acting Department Director, Public Works Superintendent, Lead Mechanic, Mechanic, Sr. Maintenance Leadman, Maintenance Leadman, or Sr. Water Quality Specialist on the day before and the day after a holiday or weekend, those work days shall be considered "consecutive" for set-up pay purposes. The set-up pay shall be equal to ten percent (10%) of the bargaining unit employee's base wage in effect at the time he/she serves in an acting position defined above in this section.

CITY OF FIFE
PUBLIC WORKS DEPARTMENT

DAVID K. ZABELL
City Manager

4/23/14
Date

TEAMSTERS LOCAL UNION
NO. 117, IBT

TRACEY A. THOMPSON
Secretary-Treasurer

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Date