RESOLUTION NO. 1581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 160 AND LOCAL LODGE NO. 297 ("IAMAW") FOR THE YEARS 2014 THROUGH 2019

WHEREAS, the IAMAW is the authorized bargaining representative for all City employees designated by Public Employment Relations Commission Certification No. 3206; and

WHEREAS, the current collective bargaining agreement expired on December 31, 2013; and

WHEREAS, the City's negotiating team has reached a tentative agreement with the IAMAW for a new six (6) year contract to be effective January 1, 2014 through December 31, 2019, and

WHEREAS, the IAMAW voted to approve the Agreement on December 18, 2013 and the City's negotiating team has recommended that the Council also ratify the Agreement; and

WHEREAS, the Council has reviewed the proposed Collective Bargaining Agreement and finds it is in the best interests of the City and its employees to authorize the City Manager to execute the Agreement; now, therefore

BE IT RESOLVED that the City Council hereby ratifies the agreement reached between the negotiating teams for the IAMAW and the City as attached hereto as Exhibit A and the City Manager is hereby authorized to execute the same substantially in the form attached hereto. The City Manager is also authorized to make minor changes to any subsequently discovered typographical or grammatical errors or the like, not affecting the substance of the agreement.

ADOPTED by the City Council at an open public meeting held on the 14th day of January, 2014.

Glenn Hull, Mayor

Attest:

Carol Etgen, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF FIFE
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 160 AND LOCAL LODGE NO. 297 (IAMAW)

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COLLECTIVE BARGAINING AGREEMENT

CITY OF FIFE – I.A.M.A.W.

ARTICLE I – GENERAL

1.1 Parties. This Agreement, for reference purposes only, is dated the __day of December, 2013, and is entered into between the City of Fife, a municipal corporation herein referred to as the City, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 297, herein referred to as the "Union", representing the City of Fife employees, herein referred to as "Employees".

1.2 Public Employees. The Employees of the City of Fife are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

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

ARTICLE II – UNION RECOGNITION

2.1 Union Recognized. The City recognizes the Union as the exclusive bargaining representative for all employees designated by Public Employment Relations Commission Certification No. 3206.

2.2 Intentionally left blank.

2.3 Classification Not Guaranteed.

(a) The City reserves the right to add new job classifications, eliminate old job classifications, and change job titles.

(b) The City shall promptly notify the Union 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) Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classifications or requirements of other classifications with the facility. Before putting these

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wage rates into effect, the City will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new classification. If no agreement is reached, the City shall implement its previously determined wage rate. The implemented wage rate may be subject to the grievance procedure.

(d) If a job classification is eliminated the displaced employee shall be entitled to exercise his seniority rights pursuant to the terms of this Agreement. If a job title is changed the City will promptly notify the Union of the change.

2.4 Integrity of the Bargaining Unit. Should the City desire to contract out work normally done by the bargaining unit, the City will provide the Union no less than sixty (60) working days notice in writing. At the Union's request, the City agrees to discuss with the Union Committee the reasons for contracting out the work and negotiate the potential effects on employees. The City will provide the Union with a reasonable opportunity to review relevant and necessary data regarding the reasons for contracting out the work.

ARTICLE III – UNION SECURITY

3.1 All employees covered by this Agreement shall maintain membership in the Union as a condition of employment except as provided in Section 3.2 of this Agreement. New full time employees shall, within thirty-one (31) days following regular employment, join the Union. New regular part time employees shall, within 61 days following regular employment, join the Union.

3.2 In accordance with R.C.W. 41.06.150, in order to safeguard the right of non-association of public employees, based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member, such public employee shall pay to the Union, for purposes within the program of the Union as designated by such employee that would be in harmony with his or her individual conscience, an amount of money equivalent to regular Union dues minus any included monthly premiums for Union-sponsored insurance programs, and such employee shall not be a member of the Union but is entitled to all the representation rights of a Union member. Employees who would be covered by this Agreement but who have withdrawn from or otherwise refused to join the Union prior to the effective date of this Agreement shall not be required to maintain membership in the Union, otherwise join the Union, or pay any monies to the Union as a condition of employment.

3.3 The Union agrees that membership in the Union will 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 membership in the Union.

3.4 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) calendar days' notification of

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the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.

ARTICLE IV – UNION DUES

4.1 The City agrees to deduct monthly dues required of the employees in the bargaining unit who voluntarily execute a wage Assignment Authorization form. The City will deposit the balance of such dues and shop initiation fees with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge No. 160, 9135 15th Place South, Seattle, Washington 98108. Upon issuance and transmission of such dues and initiation fees to the Union, the City's responsibilities shall cease with respect to such deductions.

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

4.3 The formula for calculating Union dues shall be uniform in nature for each employee in accordance with the provisions of the Bylaws of Local Lodge 297 and the Constitution of the International Association of Machinists and Aerospace Workers in order to ease the City's burden of administering this provision. Regarding regular part-time employees, it is acknowledged that the Union will determine the proportions of the regular monthly dues payable to the Union by such employees.

4.4 If the employee has no earnings due for a pay period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the City thirty days written notice of any such change in the amount of uniform dues to be deducted.

4.5 The Union and employee 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. If an improper deduction is made the Union shall refund directly to the employee any such amount.

ARTICLE V

Intentionally left blank.

ARTICLE VI – SENIORITY

6.05 Definitions. Seniority shall be defined as the length of continuous service with the City including the employee's probationary period as defined in paragraph 6.3. Any bargaining unit employee promoted to a management position within his/her department will continue to

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accrue seniority with the City while assigned to that department, however seniority within the bargaining unit shall not continue to accrue for more than six (6) months while the employee remains in a management position. Provided, however, that this provision shall not apply to employees holding an "acting" management position.

6.1 The City shall establish and post a seniority list each calendar quarter. Copies of this list shall be submitted to the union Business Representative. The order of seniority shall be based on the hire in or rehire date of employment whichever is later. Any errors or objections to the seniority list as established shall be reported to the appropriate Department Director. The grievance procedure will settle all disputes. The time limit for filing the grievance shall run from the time the seniority list is posted.

(a) Seniority will be given consideration along with other requirements of the City in filling job vacancies, promotions and vacation schedules. Seniority shall apply when qualifications are equal.

(b) All job openings shall first be attempted to be filled from current City employees, however the City may, in its sole discretion, simultaneously advertise externally. Except in exigent circumstances the City agrees to post for three (3) days any job opening. An employee must submit, in writing, their application within said three (3) day period. Any employee who is chosen to fill a job opening shall be considered a probationary employee under Article 6.3. Provided, however, prior to the filling of the position from which the employee transfers the employee shall have the right to return to his/her former position, with no loss in seniority.

6.2 An employee shall lose seniority for any of the following reasons:

(a) Voluntary resignation;

(b) Discharge for just cause;

(c) Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended in writing by the City and the employee;

(d) Exceeding a leave of absence (unless excused in writing);

(e) Giving a false reason for obtaining a leave of absence;

(f) Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;

(g) Retirement.

6.3 A new employee is on probation during his/her first six (6) months and will have no seniority rights during that period. The City shall provide the employee with an oral review of

his/her work performance after three (3) months. The Union may not question the discipline or dismissal of any probationary employee nor shall the dismissal 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. After six (6) months an employee's seniority shall date back to the day on which his/her employment began.

6.4 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 is to be followed for a period of one 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 from receipt of the Notice of Intent to Hire, whichever is 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. Provided, however, there shall be no seniority carried forward for the first sixty (60) days in any new job classification as it relates to in class layoffs in the new classification during said sixty (60) day period. Provided, further, any person who is placed in a new job classification and then is laid off within sixty (60) days of the reclassification shall have the right to be reassigned to his/her previous job classification.

6.5 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. If separation from lower seniority job is less than 12 months, employees shall not accrue seniority while on layoff; seniority list will be adjusted accordingly. If a job classification is eliminated or no longer utilized, then the displaced employee may use his/her seniority to bump a less senior employee within the same department, provided the displaced employee at the time of exercising his/her bumping rights meets all the minimum job qualifications.

ARTICLE VII – BULLETIN BOARDS

7.1 The City agrees to provide suitable space for Shop Stewards 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 non-political, non-inflammatory nature. The Union shall provide a copy of all postings to the City at least two hours prior to posting, unless approved for immediate posting by the appropriate Department Director. The Union will remove all dated material. All costs incident to preparing and posting the Union's material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

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ARTICLE VIII – VACATIONS

8.1 Regular Full-Time Employees. Vacation shall be ninety-six (96) hours after one year of continuous service for regular full-time employees. The first forty (40) of the ninety-six (96) hours shall be credited to the employee upon the successful completion of the six (6) month probationary period set forth in Article 6.3 of this Agreement, and the remaining fifty-six (56) hours shall be credited on his/her first "anniversary date." If the employee's probationary period is extended, he/she shall not be credited with any vacation hours unless and until he/she successfully completes his/her probationary period. If an employee fails to successfully complete his/her probationary period, he/she shall not be credited with any vacation hours, nor shall he/she receive any cash payment for vacation hours upon termination of employment unless his/her probationary period is extended beyond twelve (12) months. In that event, he/she shall be credited with 96 hours of vacation on his/her first anniversary date if he/she is otherwise eligible to receive vacation.

(a) There shall be an additional eight (8) hours of vacation for every completed year of continuous service up to a maximum of two hundred forty (240) hours vacation per year. Provided, however, during the course of the year, an employee's total vacation accumulation may exceed 240 hours. If the employer approves vacation for an employee and the employer subsequently rescinds the approval without sufficient time for the employee to use the vacation before the employee's employment anniversary date, then the employee shall be entitled to cash out on the anniversary date for the portion of the rescinded vacation hours that are use or lose hours. The cash out shall be at straight time rate.

(b) Employees may take vacation in half-hour increments.

(c) 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 one (1) year anniversary of the date an employee is first hired for a regular position and has performed one (1) year of continuous regular full-time employment. "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. For example, if an employee is hired on January 1, 2008 his/her "anniversary date" shall be January 1st of each year after 2008 (provided the employee has been employed on a continuous regular full-time basis). If this same employee is promoted to another position on March 15, 2010, his/her "in-position date" shall be March 15, 2010 in regard to current promoted position.

8.2 Regular Part-Time Employees.

Regular part-time employees shall receive vacation at one half the full time employee accrual rate, but with the same accumulation maximum.

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(a) Regular part-time employees who work at least forty (40) hours in a pay period shall be eligible to accrue vacation for that pay period.

(b) Eligible regular part-time employees shall accrue vacation at the rate of one (1) hour for every twenty-one (21) hours worked in the respective pay period.

(c) Except as provided in Article 8.2, regular part-time employees' use of vacation shall be subject to the same rules, procedures, and policies applicable to full-time employees.

ARTICLE IX – HOLIDAYS

9.1 All regular full-time employees shall be entitled to compensation for thirteen (13) eight (8) hour holidays per year as listed below:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving
The day before Christmas
Christmas Day
2 Floating Holidays

The above legal holidays will be celebrated on the date proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement between the employee and the City. As stated in Article 9.3, new employees may only use their floating holidays after the successful completion of their probationary period. Regular part-time employees shall receive a four (4) hour floating holiday.

9.2 Time and a 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 a half (1-1/2) rate, whichever is mutually agreed to between the City and employee. In addition, employees shall receive double time (or compensatory time off at the rate of double time) for work performed on Christmas Day or Thanksgiving Day in addition to holiday pay. 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.

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9.3 Eligibility.

(a) Regular Full-Time Employees.

(1) Regular full-time employees will be immediately eligible for all holidays except the "floating holidays". New regular full-time employees will become eligible for the "floating holidays" after successful completion of the probationary period. Floating holidays for regular part-time employees are governed by the provisions of Section 9.1 above.

(b) Regular Part-Time Employees.

(1) Regular part-time employees shall receive four (4) hours of holiday pay per holiday.

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

ARTICLE X – SICK LEAVE AND BEREAVEMENT LEAVE

10.1(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 hour for each twenty-one (21) hours worked up to ninety-six (96) hours each year with a maximum accumulation of 800 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, a regular employee shall be paid for his/her actual accumulated sick leave pursuant to the following formula:

1st 400 hours at 25%
2nd 400 hours at 50%
3rd 400 hours at 75%

Employees shall not receive any compensation for accumulated sick leave in excess of1600 hours for full time and 800 hours for part time.

Such pay shall be considered severance pay.

10.1(b) As an incentive for those employees who do not use sick leave, any regular employee not using sick leave in any calendar year shall be given a bonus of 16 hours pay for full time

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employees and 8 hours pay for part time employees, to be paid in the first pay period in January of the following year. A person that has used one day or less sick leave in any calendar year shall be given a bonus of 8 hours pay for a full time employee and 4 hours of pay for a regular part time employee, to be paid in the first pay period in January of the following year. The reference to "any calendar year" means the employee must work for a full twelve (12) months for the City preceding the first pay period each January in order to be eligible for the above-described bonus in this section.

10.1(c) If an employee accrues more than one thousand (1000) hours of sick leave, the employee shall have the straight-time hourly rate value of any excess accrued sick leave over one thousand (1000) hours automatically deposited into their HSA account on November 16th of each year during the term of this Agreement (accruals shall be measured as of November 1st of each year).

10.1(d) Employees may take sick leave in half-hour increments.

10.1(e) Sick leave may be used if an injury or unforeseen illness occurs to a member of the employee's family. "Employee's family" for purposes of sick leave shall mean: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, grandchild, or grandparent of the employee who has a serious health condition or an emergency condition. The Department Director may, in his/her sole discretion, authorize the use of sick leave for other emergent circumstances.

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

10.1(g) Sick leave may also be used for any other purpose that is mandated by federal and/or state law relating to family leave and absences and/or where the City declares reporting to work is optional due to inclement weather.

10.2 When a regular full-time 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 at the employee's straight time rate for full time employees and 12 hours at the employee's straight time rate for regular part time employees, except if the employee must leave the state of Washington (in which case an amount up to a maximum of five (5) working days at the full time employee's straight time rate, and 20 hours at the regular part time employee's straight time rate, will be paid). The employee shall be required to provide information substantiating the need for the leave prior to being granted the leave.

10.2(a) "Immediate family" of the employee for bereavement leave purposes shall be defined as employee's spouse, parents, step-parents (may be substituted for a natural parent), parents-in-law, children, grandchildren, brothers, sisters, grandparents, or any resident of the employee's household. Any person who legally stood *in loco parentis* of the employee when the employee was a child may be substituted for the biological parents of the employee for bereavement leave purposes.

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10.3 Catastrophic Sick Leave Sharing.

10.3.1 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 which has caused, or is likely to cause, the employee to:

(a) go on a 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 of hospitalization or institutional internment.

10.3.2 In the event there is an employee (or an immediate family member of the 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 (10.3).

10.3.2(a) For purposes of section 10.3.2, "immediate family member" shall be construed to have the same definition as that of the "employee's family" which is found in section 10.1(e) of this Agreement.

10.3.3 The employee does not have to be a member of the Union in order to receive sick leave under this section. In addition, Union members shall remain eligible to voluntarily donate shared leave to other City employees pursuant to City personnel policy 15.5.

10.3.4 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. For example, the employee must present official or certified copies of letters or forms filled out by him/her with the applicable state agency or insurance company which demonstrates their diligence in seeking applicable 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 one hundred and twenty (120) days of shared leave throughout the employee's employment with the City or ninety (90) days during a single occurrence of illness or injury.

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10.3.5 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.

10.3.6 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 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. Employees may donate sick leave under this section in increments of no less than one (1) hour (and, in that event, said donations shall be made on an "hour for hour" basis).

10.3.7 Prior to the use of shared leave, the employee must have abided by the City's Sick Leave Policy.

10.3.8 The City acknowledges that it will not, absent agreement from the Union, exercise its right to revoke section 10.3 during the term of this Agreement.

10.3.9 When accepting donated shared leave, the employee receiving the leave must agree, through execution of a form provided by the City, to reimburse to the City the amount of any retroactive or subsequent compensation he/she may receive from the Washington State Department of Labor and Industries, the Social Security Administration, or other similar agency for the time period covered by the donated shared leave as a result of the qualifying catastrophic or severe medical condition, illness or injury. The intent of this section is that the employee receiving the shared leave will not receive compensation in excess of what he/she would have earned if he/she were actively working for the City. The amount reimbursed by the subject employee will not exceed the amount paid to the employee through the shared leave donation program under this section. Any amount reimbursed to the City under this section will be redistributed on a roughly proportional basis, to the extent possible, to the employees who donated shared leave to the subject employee. The City shall have the sole discretion to determine proportionality.

ARTICLE XI – LEAVES OF ABSENCE

11.1 The City may, in its sole discretion, grant a regular employee a 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 his/her designee. 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.

11.2 Maternity Leave shall be granted or denied in accordance with applicable federal and/or state law.

11.3 Military Leave. Every regular full-time employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps

Reserve of the United States, or of any organized reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the City his/her normal pay for a period not exceeding fifteen (15) working days from October 1st through September 30th of the following year.

11.4 Jury Duty. Employees who are required by due process of law to render jury duty service shall receive their regular pay during such period. If any payment is received for jury duty, such pay will be reimbursed to the City or deducted from the employee's paycheck. The City may petition the Court to excuse the employee from jury duty and the employee will cooperate with the City in processing the petition.

ARTICLE XII – WORK SCHEDULE

12.1 Regular Full-time Employees. Regular full-time employee means a position in which the employee regularly works eighty (80) hours per two-week period. The City and the employee may mutually agree in writing to a flex hour work schedule. Two part-time jobs simultaneously held by one employee in which the employee regularly works eighty (80) hours per two-week period shall be considered a full-time position for purposes of seniority, longevity and other benefits.

12.2 Regular Part-time Employees. No full-time employees shall be displaced by the use of part-time employees without first notifying the Union and offering the part-time position to the full-time employee being displaced. Hours will be scheduled by program needs, availability and seniority.

ARTICLE XIII – OVERTIME

13.1 Pyramiding. Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

13.2 Report Time. Any employee who reports for work as directed shall receive a minimum of two (2) hours pay. No shifts for less than four (4) hours shall be scheduled unless the employee agrees to work less than a four hour shift in writing. If an employee reports for work as directed he shall receive pay for the actual shift scheduled if the schedule is for less than four hours. If the person is scheduled for more than four (4) hours then he shall receive pay for the actual number of hours of work, or for (4) hours pay, whichever is greater.

13.3 Overtime. Overtime shall not be worked unless prior approval by the appropriate Department Director is obtained. Regular full-time employees shall be paid one and one-half times the base rate for each hour worked beyond the employee's respective normal working day. The

parties recognize and anticipate that different employees may have different "normal working days" depending upon their respective schedule. Some "normal working days" may exceed eight (8) hours. Accordingly, an employee's entitlement to overtime under this section shall necessarily vary depending upon the respective employee's normal working day for any particular day in question. The lunch period shall not be considered part of the normal working day. The Department Director may approve the employee's requests for compensatory time off in lieu of cash at the same rate and one-half for each hour worked. The Department Director may not require the employee to use compensatory time off in lieu of cash at the same rate and one-half for each hour worked. All such approvals shall be in writing. Regular full-time employees working on Sundays (provided that he/she is not regularly scheduled to work on Sundays), shall be paid double time for all hours worked.

13.4 Set-up Pay.

A. A bargaining unit employee shall be entitled to additional compensation when he is serving as acting Department Director in the absence of the Department Director if both of the following two conditions are met:

1. He/she will serve as acting Department Director for five (5) or more consecutive workdays.
2. He/she is requested in writing to perform those duties by the Department Director and the request is approved by the City Manager.

A workday is defined as a day that the Department Director normally reports to work for a full shift. For the purpose of set-up pay, "work days" do not include the subject bargaining unit employee's vacation days, sick days, holidays or weekends. If the employee is serving as acting Department Director on the day before and the day after a holiday or weekend those workdays 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 Department Director's base wage in effect at the time the employee serves as acting Department Director.

B. A bargaining unit employee shall be entitled to additional compensation when the employee has been requested to perform the duties of a higher pay grade position (other than the position of Department Director) in the absence of the person normally fulfilling those duties if both of the following two conditions are met:

1. The employee serves in the higher pay grade position for five (5) or more consecutive workdays; and
2. The employee is requested in writing to perform those duties by the employee's department Director.

A workday is defined as a day that the higher pay grade position employee would normally report to work for a full shift. For the purpose of set-up pay, "work days" do not include the subject bargaining unit employee's vacation days, sick days, holidays or weekends. If the employee is serving in the higher paid position on the day before and the day after a holiday or weekend those workdays shall be considered "consecutive" for set-up pay purposes. The set-up pay shall be equal to the wage of the higher pay grade position, or five percent (5%) of the bargaining unit employee's

CITY UNION

base wage in effect at the time the employee serves in the higher pay grade position, whichever is less.

13.5 Working from Home. With the consent of the employee, a Department Director may, in his sole discretion, allow an employee to work from home. The time worked from home shall be deemed, for purposes of this article, as part of the employee's normal shift for overtime pay purposes, and the provisions of section 13.2 shall not apply.

ARTICLE XIV – EMERGENCY CALL-IN AND STANDBY

14.1 If a full-time employee is called back to duty, the employee will be guaranteed a minimum of two hours at double time.

14.2 Intentionally left blank.

14.3 Any employee required by his/her Department Director to carry a communication device while off duty in order to be on call shall receive additional compensation of $225.00 per month. Provided, however, the employee, in order to receive the additional compensation, must be able to report to work within one hour and shall not be affected by the consumption of alcohol or non-prescribed drugs. This amount shall not, however, be considered as part of the base pay rate unless required to be included by state or federal law.

ARTICLE XV – WAGES AND LONGEVITY

15.1 Upon the effective date of this Agreement, the bargaining unit employees shall have the job classifications, and shall be paid the base wage rates, set forth in Exhibits A-1, A-2, and B attached hereto and by reference incorporated herein. The base wage rate to be paid for the duration of the Agreement term is set forth in Exhibits A-1 (regular full-time employees) and A-2 (regular part-time employees). The job classifications and applicable wage range are set forth in Exhibit B.

Pay Plan January 1, 2014 through December 31, 2014 – adjust matrix (Exhibits A-1, A-2, and B) for employees to receive 1.5% increase in pay.

Pay Plan January 1, 2015 through December 31,2015 – adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual average growth rate of the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) June 2013 to June 2014, 2.0% floor and 4% ceiling.

Pay Plan January 1, 2016 through December 31, 2016– adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual average growth rate of the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2014 to June 2015). 2.0% floor and 4% ceiling.

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Pay Plan January 1, 2017 through December 31, 2017 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2015 to June 2016), 2.0% floor and 4% ceiling.

Pay Plan January 1, 2018 through December 31, 2018 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2016 to June 2017), 2.0% floor and 4% ceiling.

Pay Plan January 1, 2019 through December 31, 2019 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2017 to June 2018), 2.0% floor and 4% ceiling.

A. The base wage rate in Exhibits A-1 and A-2 shall contain a "Step F". "Step F" shall be applicable at 79 months of qualifying service time with the City ("Step F" shall also be applicable 36 months after an employee is classified as "Step E" on Exhibits A-1 and A-2). "Step F" shall be effective on January 1, 2008 for employees with qualifying service time ("Step F" shall subsequently be effective for other employees upon their respective anniversary date of qualifying service time with the City pursuant to the terms of this section). Provided, however, that any employee receiving longevity pay pursuant to section 15.2 of this Agreement shall be "frozen" at "Step E" on Exhibits A-1 or A-2 (as applicable) and shall not be eligible to move to "Step F" regardless of his/her length of service.

15.2 Longevity schedule for all employees covered by this Agreement shall be as follows:

A. Longevity pay shall be 3% of the qualified employee's base rate commencing on the first day of the fifth year of employment. For all employees, including regular part-time employees.

B. Longevity pay for all employees, including regular part-time employees, will be an additional 3% of the qualified employee's base rate commencing on the first day of the tenth year of employment.

C. Employees hired after January 1, 1995 shall not receive longevity pay.

15.3 Meal and Rest Periods. Employees working an eight (8) hour day, shall receive an unpaid one-half (1/2) hour meal period, and two paid fifteen (15) minute rest periods to be scheduled by the employee's respective Department Director or his/her designee. Subject to the approval of their respective Department Director, employees may combine their two (2) fifteen (15) minute rest periods with their one-half (1/2) hour unpaid lunch period for a one (1) hour lunch period each day. In that event, the first one-half (1/2) hour will be designated as their unpaid lunch period, and the second one-half (1/2) hour as their two (2) paid rest periods.

CITY UNION

15.4 Employees who are fluent in Spanish and Court Certified shall receive an additional two percent (2%) above his/her base rate.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The City shall offer to regular full-time employees the AWC HDHP HSA qualified plan , with VSP/$25 deductible vision and Washington Dental Plan F with Orthodontic Rider Plan 4.

16.2 The employee is responsible for 8% of the total premium costs of the healthcare plan.

16.3 The City shall allow a regular full-time employee to opt out of City provided medical insurance coverage only if:

a. The employee has medical insurance coverage through another provider; and

b. The City's insurance plan providers allow employees to opt out if the employee has alternative health care coverage.

If allowed by the plan provider and federal law, an employee opts out of the medical plan, then, commencing in the month the City is no longer required to pay the employee's health care insurance premium, the City shall pay the employee an additional $300.00 as compensation for each month the City does not have to pay the insurance premium. This payment shall not be considered as part of the base wage compensation for calculating overtime unless required by state or federal law. The employee may still participate in the vision and dental plan and receive the "opt out" compensation.

16.4 The City shall provide an HSA, flexible spending plan, or other medical savings plan that qualifies as a health reimbursement arrangement for IRS and FLSA purposes. If offered by the vendor, the City will also include in the HSA plan the use of a debit card to access the HSA. The City shall contribute into the HSA on an annual basis, commencing on January 1, 2014 and for each calendar year thereafter during the agreement term, plan or each regular full-time employee the sum of $2, 250 for an employee with no dependents enrolled in the AWC HDHP plan and $3,250 for an employee with dependents on the AWC HDHP plan. The annual HSA contribution shall be paid in four equal payments, paid on January 1, April 1, July 1, and October 1 of each calendar year. Provided, for the 2014 calendar year HSA payment the City shall make the entire year payment on January 1, 2014. Provided, however, if an employee is hired during the term of the Agreement, then he/she shall not be eligible to receive an HSA contribution until he/she successfully completes their probationary period. If an eligible employee successfully completes their probationary period, then he/she shall receive a pro-rated HSA contribution for his/her year of hire. Provided, however, that if an otherwise eligible employee has his/her probationary period extended beyond twelve (12) months, then he/she shall be entitled to receive the HSA contribution pursuant to the formula set forth in this section on the City's next HSA contribution date.

16.4.1 The City shall pay the plan administration costs. The City may change to a different qualifying plan, in its sole discretion, in order to reduce plan administrative costs.

_____ CITY _____ UNION

16.4.2 The City shall also provide a self funded bridge that in any calendar year will pay $3,000 towards the medical expenses of an employee with no dependents in the AWC HDHP and $6,000 towards the medical expenses of an employee with dependents on the AWC HDHP. Provided the bridge will only apply to medical expenses that are applicable to the AWC HDHP employee paid portion of the plan covered medical expenses and then only after the employee has paid in that calendar year the first $2,250 toward AWC HDHP insurance deductible applicable expenses in the case of an employee, and $3,250 toward AWC HDHP insurance deductible expenses in the case of an employee with dependents on the AWC HDHP.

16.5 The City has the right to change any of the health and welfare plans or providers set forth in paragraph 16.1 so long as the change is cost neutral to the employee and the benefits are the same or substantially the same as the plan in effect at the time the change is implemented. If the benefits are not the same, then the City and the Union shall meet, prior to implementation, to discuss whether the benefits are substantially the same. If the parties cannot reach agreement, a neutral arbitrator shall be selected to resolve the issue. Unless the parties otherwise agree, the arbitrator shall be selected utilizing the process in the grievance procedure, Article XVIII.

16.6 The City shall offer a Twenty Thousand and no/100 Dollar ($20,000.00) life and disability insurance policy. The City may become self-insured, at its sole option, but the benefits to be offered shall be the same as those offered through the current Standard Insurance Policy. The Union consents to the City soliciting proposals from other insurance carriers in order to determine if the City can obtain a new policy which is mutually beneficial to the City and the Union.

ARTICLE XVII

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ARTICLE XVIII – GRIEVANCE PROCEDURES

18.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible so as to insure efficiency and promote employee morale. This grievance procedure shall apply to all disputes concerning wages, hours, or working conditions which are believed to be unfair or improper and in violation of any term of this Agreement.

18.2 All grievance activities shall be on the employee's own time. He/she shall not be paid for participating in the preparation of a grievance or in 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.

18.3 **Step 1**. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) calendar working days from the date the act or acts occurred in resulting in the grievance, the matter shall be discussed orally with the employee's immediate supervisor. The employee may have the Shop Steward or Union Representative present.

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18.4 Step 2. If the grievance cannot be settled in step one then the employee may have the grievance presented by the Union Representative to the appropriate Department Director within ten (10) working days from the response in step one. It shall be reduced to writing for such purpose, indicating the section of the Collective Bargaining Agreement allegedly violated, the facts of the case and the remedy sought. The appropriate Department Director shall then arrange for such meetings and make such investigations as are necessary to provide a response. The response shall be provided within ten (10) working days of the receipt of the written grievance in step two. If this answer does not resolve the grievance, it may be processed to step three.

18.5 Step 3. If no settlement is reached in step one and step two, the grievance shall be presented in writing to the City Manager within ten (10) working days from the date the appropriate Department Director provides his/her written response to the Union Representative pursuant to step two. 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 or her written response within ten (10) working days from the date the matter is referred to him/her.

18.6 Step 4. If no settlement is reached in step three then within ten (10) working days from the date the City Manager provides his/her written response, the employee shall submit to the City Manager his/her written demand for mediation. The mediator shall be selected by the Washington Public Employment Relations Commission who shall forthwith meet with the representatives of the parties, jointly and/or separately and shall take such steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. The parties shall remain in mediation until such time as the mediator determines that an impasse has been reached. He shall then so advise the parties. All matters to discuss before or presented to the mediator, including the mediator's opinions, shall not be admissible in arbitration should arbitration become necessary.

18.7 Step 5. If no settlement is reached in step 4 then within ten (10) working days from the date the mediator advises the parties that an impasse has been reached, the employee shall submit to the City Manager his/her written demand for arbitration. The parties shall choose one arbitrator to conduct the proceedings. If the parties cannot agree upon an arbitrator, then they will request a list of arbitrators from PERC. The parties will then each strike one name from the list until there is only one person left on the list. This person will be the arbitrator. The first strike shall be determined by a flip of a coin. The cost of the arbitrator will be borne by the party losing the arbitration. The method and manner in which the arbitration shall be conducted shall be in accordance with the terms of RCW 41.56.450.

18.8 . The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall he have authority to render any decision which conflicts with a law ruling or regulation binding the City, nor to imply any obligation on the City which is not specifically set forth in this Agreement. Awards may not be retroactive beyond thirty (30) days prior to service of the written grievance on the City.

18.9 . Failure of the City to answer a grievance within the above prescribed time limits presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided. Failure of the employee or Union to submit a grievance within the time limits prescribed

CITY UNION

above shall result in waiver of the grievance. If the Union Representative or the employee fails to refer the matter to the next step in the grievance process within the time limits set forth above then the grievance shall be irrefutably deemed to be settled in the manner provided in the previous grievance step and that the offered satisfaction of grievance is acceptable. Time limits specified within the grievance procedure may be extended by written mutual agreement between the City Manager and the Union.

ARTICLE XIX – UNION ACTIVITIES

19.1 The Shop Stewards shall be granted leave from duty with pay for negotiation sessions with management that occur during the Steward's regular work shift. 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.

19.2 Shop Stewards. The City will recognize two (2) Shop Stewards to represent the employees of the bargaining unit. The Union agrees to notify the City in writing of the duly accredited representative of the Union immediately upon his/her election or appointment.

19.3 Conduct of Union Business. No Union member or officer shall conduct any Union business on the City's time or the City's premises unless authorized by the City.

19.4 Union Access. The City will permit duly authorized representatives of the Union to have access to the City's premises for the purpose of adjusting grievances, subject to security regulations; provided that such representative obtains advance permission which shall not be unreasonably denied from the appropriate Department Director or his/her delegate, notifies the appropriate Department Director of the reason for his/her presence, and does not interfere with the City's operations.

ARTICLE XX – DISCRIMINATION

20.1 Any employee member of the Union acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union 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 Union's membership or activities.

20.2 It is mutually agreed that there shall be no discrimination because of race, creed, color, religion, sex, sexual orientation, age, marital status, military or veteran status, national origin, physical, mental or sensory handicaps (or any other protected category under federal/state law) that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to Step Five of the grievance procedure (arbitration).

_____ CITY _____ UNION

ARTICLE XXI

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ARTICLE XXII – RIGHTS AND AUTHORITY

22.1 Direction of Workforce.

22.1.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract services of any and all types, providing that the services would not ordinarily be performed by a bargaining unit employee. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to, the rights to:

A. Direct employees;
B. Hire, promote, transfer, assign and retain employees;
C. Suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause;
D. Relieve employees from duty because of lack of work or other legitimate reasons;
E. Maintain the efficiency of the operation entrusted to the City;
F. Determine methods, means and personnel by which such operations are to be conducted;
G. Take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency;
H. The right to determine its mission, policies and all standards of service offered to the public;
I. To plan, direct, schedule, control and determine the operations of services to be conducted by the employees;
J. To determine the methods, means and number of personnel needed to carry out 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; and
K. To introduce and use new or improved methods, equipment, or facilities.

22.1.2 Should the City desire to contract out work normally done by the bargaining unit, the City will provide the Union no less than sixty (60) working days notice in writing. At the Union's request, the City agrees to discuss with the Union Committee the reasons for contracting out the work and negotiate the potential effects on employees. The City will provide the Union with a reasonable opportunity to review relevant and necessary data regarding the reasons for contracting out the work.

22.1.3 The City shall not subcontract bargaining unit work while a bargaining unit employee is on layoff status. Provided, this shall not apply if the layoff occurred more than one

_____ CITY _____ UNION

year from the date of subcontracting; or, if less than one year the laid off person is rehired or is offered a job and refuses to accept the position.

22.2 Intentionally left blank.

22.3 Application of the Rules. Rules will be applied in a fair and equal manner to all employees. Rules and regulations shall be made available by the City in writing to all employees. Per this Article XXII, only the application of rules and regulations will be subject to the grievance procedure.

22.4 City Rules and Regulations. The City shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, including rules and regulations relating to secondary employment, and the Union agrees that the employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the terms of the Agreement.

ARTICLE XXIII – STRIKES OR LOCKOUT

23.1 Intentionally left blank.

23.2 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the City. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. Any individual Union employee striking, or refusing to perform his/her official duties, or in any other manner violating the provisions of this section forfeits his/her right to work for the City of Fife and may be immediately discharged without the necessity for progressive discipline. The disciplinary sanction shall not be a grievable item. The only grievable item shall be the factual determination as to whether or not the employee was engaged in conduct prohibited by this Article.

ARTICLE XXIV – SAVINGS CLAUSE

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

24.2 Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement.

_____ CITY _____ UNION

24.3 Unrestricted Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for 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. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE XXV

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ARTICLE XXVI

Intentionally left blank.

ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE

27.1 The City 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 City require consideration. To accomplish this objective, the City and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-management Committee, the other half being no more than three (3) representatives of the City named for that purpose. The Committee shall meet periodically for the purpose of discussion and facilitating the resolution of all problems that may arise between the parties.

ARTICLE XXVIII - DRUG-FREE WORKPLACE

28.1 The parties shall endeavor to maintain a drug-free workplace. It shall be grounds for immediate discharge if an employee consumes non-prescribed controlled substances or alcohol while on duty, or reports to work under the influence of or affected by a non-prescribed controlled substance or alcohol. The parties shall work together to develop policies on maintaining a drug-free workplace.

28.2 Employees shall comply with the City's current personnel policy and applicable Washington law regarding tobacco use.

_____ CITY _____ UNION

ARTICLE XXIX – NEW TECHNOLOGY

29.1 The City has the right to implement new technology. Provided, if the new technology requires equipment operators, and because of the introduction of the new technology employees are laid off, then the laid off employees that qualify for minimum job requirements of the new positions shall have the opportunity for job placement within that new job category.

ARTICLE XXX - EDUCATIONAL BENEFITS

30.1 In the sole discretion of the City Manager, the City Manager may authorize an employee to take college classes and upon receiving a passing grade the City will reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.

CITY OF FIFE

_____
David K. Zabell
City Manager

ATTEST:

_____
Carol Etgen
City Clerk

APPROVED AS TO FORM:

_____
Loren D. Combs
Fife City Attorney

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, DISTRICT LODGE 160

_____
Bob Westbrook
Business Representative

_____ CITY _____ UNION

2013 Update to Exhibit A-1
CITY OF FIFE
Full Time Salary Structure
2013
I.A.M.A.W.
2011-2013

SALARY RANGE	YEAR 2013	0-6 MONTHS STEP A	7-18 MONTHS STEP B	19-30 MONTHS STEP C	31-42 MONTHS STEP D	43-78 MONTHS STEP E	79+ MONTHS STEP F
1		$2,493.53	$2,580.43	$2,667.34	$2,758.26	$2,898.68	$2,955.80
2		$2,667.33	$2,758.26	$2,855.85	$2,949.43	$3,055.07	$3,161.99
3		$2,855.85	$2,949.43	$3,055.07	$3,156.67	$3,268.99	$3,383.41
4		$3,055.07	$3,156.67	$3,268.99	$3,374.61	$3,496.28	$3,618.64
5		$3,269.00	$3,374.61	$3,496.28	$3,612.58	$3,742.29	$3,873.26
6		$3,496.28	$3,612.56	$3,742.29	$3,869.30	$4,005.68	$4,145.87
7		$3,742.30	$3,869.30	$4,005.68	$4,135.36	$4,283.78	$4,433.72
8		$4,005.67	$4,135.36	$4,283.78	$4,426.83	$4,583.26	$4,743.68
9		$4,283.78	$4,426.83	$4,583.26	$4,734.35	$4,902.81	$5,074.42
10		$4,583.27	$4,734.35	$4,902.81	$5,069.93	$5,246.42	$5,430.06
11		$4,902.81	$5,069.93	$5,246.42	$5,420.24	$5,614.09	$5,810.58
12		$5,246.42	$5,420.24	$5,614.09	$5,803.95	$6,007.18	$6,217.43
13		$5,614.09	$5,803.95	$6,007.18	$6,211.73	$6,428.33	$6,653.33
14		$6,007.18	$6,211.73	$6,428.33	$6,644.94	$6,881.58	$7,122.43
15		$6,428.33	$6,644.94	$6,881.58	$7,112.89	$7,358.90	$7,616.46
16		$6,881.58	$7,112.89	$7,358.90	$7,607.58	$7,873.64	$8,149.22

CITY UNION

2013 Update to Exhibit A-1

CITY OF FIFE
PART-TIME SALARY STRUCTURE
I.A.M.A.W.
2011-2013

SALARY RANGE	YEAR 2013	Hours 0-519 STEP A	Hours 520-1559 STEP B	Hours 1560-2599 STEP C	Hours 2600-3639 STEP D	Hours 3640-6759 STEP E	Hours 6760+ STEP F
H1		$9.61	$10.16	$10.78	$11.39	$12.00	$12.42
H2		$11.26	$11.61	$12.00	$12.44	$12.94	$13.39
H3		$12.00	$12.44	$12.94	$13.41	$13.89	$14.38
H4		$12.94	$13.41	$13.89	$14.36	$14.85	$15.36
H5		$13.89	$14.36	$14.85	$15.46	$15.91	$16.46
H6		$14.85	$15.46	$15.91	$16.40	$17.00	$17.59
H7		$15.91	$16.40	$17.00	$17.62	$18.21	$18.85
H8		$17.00	$17.62	$18.21	$18.78	$19.53	$20.23
H9		$18.21	$18.78	$19.53	$20.25	$20.81	$21.54
H10		$19.53	$20.25	$20.96	$21.56	$22.30	$23.09
H11		$20.81	$21.56	$22.30	$23.13	$23.83	$24.66
H12		$22.30	$23.13	$23.83	$24.57	$25.28	$26.16
RL1		$12.54	$13.06	$13.59	$14.13	$14.67	$15.19
RL2		$13.48	$14.01	$14.58	$15.16	$15.76	$16.31
RL3		$14.51	$15.09	$15.69	$16.32	$16.97	$17.55

CITY UNION

Exhibit B

Collective Bargaining Agreement

City of Fife/I.A.M.A.W.

Job Classification as of January 1, 2011

TITLE	RANGE
Senior Planner	14
Deputy Clerk/Treasurer	12
Deputy City Clerk	12
Finance Analyst	12
Plans Examiner	12
Senior Engineering Technician	11
Building Inspector	10
Senior Accounting Assistant	10
Information/License Officer	10
Judicial Assistant – Court Compliance Monitor	10
Court Services Coordinator	10
Associate Planner	10
Senior Accounting Clerk	10
Accounting Clerk II	9
Engineering Technician	9
GIS Technician	9
CADD/GIS Technician	9
Lead Court Clerk	9
Aquatics Manager	9
Network Administrator	9
Information Systems Technician	8
Planner I	8
Code Compliance Inspector	8
Court Clerk	8
Recreation Program Manager	8
Community Center Manager	8
Senior Administrative Assistant	8
Permit Coordinator	7
Aquatics Supervisor	7
Administrative Assistant	7

CITY UNION

Office Assistant	6
Finance Cashier	6
Court Security Officer	6
Aquatics Coordinator	6
Parks Maintenance Worker Facilities	6
Parks Maintenance Worker – Grounds Keeper II	6
Parks Maintenance Worker – Grounds Keeper I	5

PART-TIME POSITIONS

Judicial Assistant – Court Compliance Monitor	H12
Court Clerk	H11
Court Security Officer	H10
Recreation Assistant	H2
Recreation Leader 1	RL1
Recreation Leader 2	RL2
Recreation Leader 3	RL3

_____ CITY _____ UNION