

COLLECTIVE BARGAINING AGREEMENT

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

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COLLECTIVE BARGAINING AGREEMENT

CITY OF FIFE – I.A.M.A.W.

ARTICLE 1 – GENERAL

1.1 Parties. This Agreement, for reference purposes only, is dated the __ day of December, 2022, 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, 2023, and shall continue in effect through December 31, 2025.

ARTICLE 2 – 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 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 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.

ARTICLE 3 – UNION SECURITY

3.1 All employees working in the bargaining unit shall have the right to become a member of the Union. Union membership is the choice of the employee. The City will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. Should the City take receipt of any signed membership forms, such forms will be forwarded to the Union as soon as practicable, but in no case later than two (2) payroll cycles following the employee's submission of a signed membership form to the City.

3.2 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.

3.3 Indemnification: The City will maintain accurate records of employees' payroll deduction status. The City will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the City's failure to maintain accurate records after receiving notification of a cancellation or deductions.

3.4 Both parties shall comply with RCW 41.56.037 and as may be amended from time to time.

The city will provide a list of new employees covered by the bargaining unit and their city email address to the union on a monthly basis. The Union shall be responsible for coordinating any meeting with the new employee.

ARTICLE 4– UNION DUES

4.1 Upon receiving notice of an employee's authorization from the Union, the City will deduct from each employee's paycheck once each pay period uniform regular monthly dues and applicable fees. Such dues and fees shall be forwarded to 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 An employee may revoke authorization for payroll deduction of dues in accordance with the terms and conditions of their membership authorization by written notice to the Union.

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 (30) 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 5 – SENIORITY

5.05 Definitions. Seniority shall be defined as the length of continuous service with the City including the employee's probationary period as defined in Article 5.3. Any bargaining unit employee promoted to a management position within their department will continue to 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.

5.1 The City shall establish and post a seniority list each calendar year, prior to January 31st. 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 5.3. Provided, however, prior to the filling of the position from which the employee transfers the employee shall have the right to return to their former position, with no loss in seniority.

5.2 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.

5.3 A new employee is on probation during their first six (6) months and will have no seniority rights during that period. The City shall provide the employee with a written review of their 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 their employment began.

5.4 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 receipt of the notice to advise the City, in writing, that they intend to accept the offer of rehire. The employee 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 they are 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 their current address and the Notice of Intent to Hire is returned unopened, or they fail 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 their previous job classification.

5.5 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 their seniority to bump a less senior employee within the same department, provided the displaced employee at the time of exercising bumping rights meets all the minimum job qualifications.

ARTICLE 6 – BULLETIN BOARDS

6.1 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.

ARTICLE 7 – VACATIONS

7.1 Regular Full-Time Employees. Vacation shall be ninety-six (96) hours after one year of continuous service for regular full-time employees. At the completion the first three (3) months of probation, from the hire date, the employee shall immediately accrue three (3) days of vacation. The employee may use these vacation days after the completion of the first three (3) months of employment. If an employee separates within the first three (3) months of employment, they shall not receive any cash payment for vacation upon termination of employment. Vacation shall there after accrue on a monthly basis

Beginning on the employee's first anniversary date, the employee will accrue one (1) additional day per year, in accordance with the following table.

YEARS OF SERVICE	VACATION DAYS (HOURS)
<1	12(96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-12	23 (184)
12-13	24 (192)
13-14	25 (200)
14-15	26 (208)
15-16	27 (216)
16-17	28 (224)
17-18	29 (232)
18+	30 (240)

- A. Should an employee be separated for any reason, they shall be paid for all accrued and unused vacation days pro-rated for the month in which the employee separates, 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.

- B. 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 two hundred forty (240) hours on the employee's anniversary date. "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 their current position. Provided, however, during the course of the year an employee's total vacation accumulation may exceed two hundred forty (240) hours, but must be at two hundred forty (240) hours on the employee's anniversary date. Provided, however, if an employee has previously scheduled vacation 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.
- C. If an employee takes a minimum of fifteen (15) days/one hundred twenty (120) hours 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 twelve (12) days/ninety six (96) hours.
- D. An employee may take vacation in one-half (1/2) hour increments by mutual agreement of the City and employee.

7.2 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. If a part-time employee takes fifteen (15) days/sixty (60) hours of vacation in a year based on the rolling twelve (12) month period tied to the employee's anniversary date, part-time employees may redeem the balance of their annual accrued vacation for cash up to a maximum of twelve (12) days/forty-eight (48) hours. Except as provided above in this article, regular part-time employees' use of vacation shall be subject to the same rules, procedures, and policies applicable to full-time employees.

ARTICLE 8 – HOLIDAYS

8.1 All regular full-time employees shall be entitled to compensation for Fourteen (14) holidays per year, eight (8) hour holidays per year as listed below:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Native American Heritage Day
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 this article, below, new employees may only use their floating holidays after the successful completion of their probationary period. Regular part-time employees shall receive two (2), four (4) hour floating holidays.

8.2 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.

8.3 Eligibility.

(a) Regular Full-Time Employees.

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 8.1 above.

(b) Regular Part-Time Employees.

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 in paid status on the regular workday immediately preceding and immediately following the scheduled holiday in order to be eligible for holiday pay.

ARTICLE 9– SICK LEAVE

9.1(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 one-thousand six-hundred (1,600) hours. Sick leave for regular part-time employees for non-duty connected injury or illness shall be computed at the rate of four (4) hours per month up to forty-eight (48) hours each year with a maximum accumulation of eight hundred (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 their 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 of 1600 hours for full time and 800 hours for part time.

Such pay shall be considered severance pay.

9.1(b) Any regular employee not using sick leave in any calendar year shall be allowed to cash-out sixteen (16) hours (Full Time Employees) and eight (8) hours (Part Time Employees) of their banked sick leave, on the January 25th payroll, so long as the employee’s hours do not go below forty (40) hours. 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.

9.1(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).

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

9.1(e)

Sick Leave may be used in accordance with RCW 49.46.210 for any of the following reasons:

- i. An absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, or care, or treatment of a mental or physical illness, injury, or health condition; or an employee’s need for preventive medical care;
- ii. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care; and
- iii. When an employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such a reason. Health related reason does not include inclement weather closures.
- iv. An employee is authorized to use sick leave for absences that qualify for leave under the domestic violence leave act, RCW 49.76.
- v. The City Manager, in their discretion, may allow the use of sick leave for other emergent circumstances.

9.1(f) For purposes of this section, “family member” means any of the following:

- i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- ii. A biological, adoptive, de facto, or foster parent, step parent or legal guardian of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- iii. A spouse;
- iv. A domestic partner;
- v. A grandparent;
- vi. A grandchild; or
- vii. A sibling.

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

9.1(h) 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.

ARTICLE 10 – BEREAVEMENT LEAVE

10.1 When a regular full-time employee is absent from work on a scheduled work day because of death of the employee’s 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 twelve (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 twenty (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** For purposes of this section, “family member” means any of the following:
- i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a defacto parent, regardless of age or dependency status;
 - ii. A biological, adoptive, defacto, or foster parent, step parent or legal guardian of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - iii. A spouse;
 - iv. A domestic partner;
 - v. A grandparent;
 - vi. A grandchild;
 - vii. A sibling; or
 - viii. Any resident of the employee’s household.

ARTICLE 11 – SHARED LEAVE

11.1. Shared Leave

The purpose of the leave sharing program is to permit a City employee, at no significantly increased cost to the City, to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

- A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 7.105.050 (9); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.

- B. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. "Employee’s relative" normally will be limited to the employee’s spouse, domestic partner, child, stepchild, grandchild, grandparent, or parent.
- D. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- E. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- F. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- G. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
- H. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
- I. "Uniformed services" means department of defense forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- J. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

11.2 Shared Leave Receipt

- A. An employee may be eligible to receive shared leave if the City has determined the employee meets any of the following criteria:

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. The employee has been called to service in the uniformed services;
 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
 2. Terminate City employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave and floating holiday if the employee qualifies under 1.2 A.1;
 2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under 11.2 A.2; or
 3. Vacation leave or floating holiday if the employee qualifies under 11.2 A. 3 or 11.2 A. 4.
- E. The employee has abided by the City's policy regarding:

1. Sick leave use if the employee qualifies under 11.2 A.1 and 11.2 A.4; or
 2. Military leave if the employee qualifies under 11.2 A.2.
- F. The employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under 11.2 A.1.

11.3 Shared Leave Use

- 11.3.1 The City will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A nonpermanent employee who is eligible to use shared leave may not use shared leave beyond the expected end date of the appointment.
- 11.3.2 The City will require the employee to submit, prior to approval or disapproval:
- 11.3.2.1 A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return to work status for shared leave under 11.2 A.1;
 - 11.3.2.2 A copy of the military orders verifying the employee's required absence for shared leave under 11.2 A.2; or
 - 11.3.2.3 Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 11.2 A.3.
- 11.3.3 The City may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 11.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, [RCW 49.76](#) and may be one or more of the following:

- 11.3.3.1 An employee's own written statement;
 - 11.3.3.2 A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
 - 11.3.3.3 A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.
- 11.3.4 The City should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- 11.3.5 Vacation leave, sick leave, or all or part of a floating holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- 11.3.6 The receiving employee will be paid his or her regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- 11.3.7 The City will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

11.4 Leave Donation

An employee may donate vacation leave, sick leave, or floating holiday to another employee for purposes of the leave sharing program under the following conditions:

The City approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and

- 11.4.1(a) The full-time employee's request to donate leave will not cause their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and
- (b) Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.

11.4.2 The City approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's

request to donate leave will not cause their sick leave balance to fall below one hundred twenty (120) hours after the transfer.

11.4.3 The City approves the employee's request to donate their floating holiday to an employee authorized to receive shared leave.

11.4.4 No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

11.4.5 Employees may donate sick leave, vacation and/or floating holidays prior to or upon their notice of retirement or resignation in good standing from the City to any current City employee eligible for shared leave.

11.5 Shared Leave Administration

11.5.1 The calculation of the recipient's leave value will be in accordance with applicable policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 11.2 A.1. Accrued vacation leave and paid military leave allowed under [RCW 38.40.060](#) must be used prior to using shared leave for employees qualified under 11.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 11.2 A.3 and 11.2 A.4.

11.5.2 Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the City will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

11.5.3 Unused shared leave may not be cashed out but will be returned to the donors per 11.5.2, above.

An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 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 their 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.

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

12.3 Military Leave. Every regular full-time and part-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 the employee 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 their normal pay for a period not exceeding fifteen (15) working days from October 1st through September 30th of the following year.

12.4 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 13 – PROTECTED LEAVE

13.1. Protected Leave: The City will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including for example:

- a) Family and Medical Leave (FMLA) (29 U.S.C. 2601 et seq., and RCW 49.78);
- b) Family Care Act (RCW 49.12.265);
- c) Pregnancy Disability Leave (RCW 49.60);
- d) Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.6);
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f) Leave for Certain Emergency Services Personnel (RCW 49.12.460);

- g) Uniform Services Employment and Reemployment Act of 1994 (38 U.S.C. §§4301-4335)
- h) Faith & Conscience Leave (RCW 1.16.050 (3))

Leave eligibility, benefit and requirements will be determined by applicable law and will be administered according to the City's policy.

- 13.2. Washington Paid Family and Medical Leave Law:** Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.0A. Eligibility for leave and benefits, which begins January 1, 2020 is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining of the premiums.

ARTICLE 14 – WORK SCHEDULE

14.1 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 an alternate 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.

14.2 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.

14.3 Working from Home. A Department Director may with approval from HR, 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.

ARTICLE 15 – OVERTIME

15.1 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.

15.2 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.

15.3 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 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. 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 they are not regularly scheduled to work on Sundays), shall be paid double time for all hours worked.

15.4 Voluntary Overtime. The City will ask for volunteers among employees in the order of seniority. If there are insufficient volunteers, the employer may assign involuntary overtime. When involuntary overtime is required, it will be assigned to employees in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e. the employee with the greatest seniority has worked their required overtime. An employee may be excused from an involuntary overtime assignment once per quarter.

ARTICLE 16 – SET-UP PAY

16.1. 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:

- (a). The employee will serve as acting Department Director for five (5) or more consecutive workdays.
- (b). The employee 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.

16.2. 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:

(a). The employee serves in the higher pay grade position for five (5) or more consecutive workdays; and

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

ARTICLE 17 – EMERGENCY CALL-IN AND STANDBY

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

17.2 Any employee required by the 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 18 – WAGES & LONGEVITY

18.1 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.

- (a) Pay Plan January 1, 2023 through December 31, 2023 – adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive a six percent (6%) general wage increase, provided if the City provides a January 1, 2023 CPI-W wage adjustment for non-represented employees of more than 6%, then January 1, 2023 adjustment for bargaining unit employees shall be equal to the adjustment provided to the non-represented employees.

Pay Plan January 1, 2024 through December 31, 2024– 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-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2022 to June 2023) 2.25% floor and 4% ceiling.

Pay Plan January 1, 2025 through December 31, 2025 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-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2023 to June 2024), 2.25% floor and 4% ceiling.

- (b). 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).

18.2 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 their 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.

18.3 If an employee is requested in writing by the Department Director to provide Spanish, Russian or Ukrainian language interpreting services as part of the employee's normal job duties, and the employee has and maintains fluency level nine (9) from ALTA Language Services, Inc. ("ALTA"), then an additional two percent (2%) shall be added to the employee's base rate of pay. The City shall pay for the initial test to determine fluency, and any subsequent test, but no more than once per year, to determine if fluency at ALTA level 9 has been maintained. The employee, at its expense, may apply for retesting, and, so long as the Department Director has requested that the employee continue to provide Spanish, Russian or Ukrainian language interpreting services, if the employee passes the level 9 certification, the premium pay shall commence on the first day of the pay period after documentation of the recertification at level 9 has been received by the Department Director.

18.4 Longevity Pay. Longevity pay shall be applied to the straight time hourly rates of all employees covered by this Agreement who have completed continuous service in accordance with the following schedule. Longevity pay shall begin upon completion of:

10 Years 3%

15 Years an additional 3% for a total of 6%

ARTICLE 19 – HEALTH AND WELFARE

19.1 The City shall offer to regular full-time employees the following plan options:

- Association of Washington Cities (AWC) High Deductible Health Plan (HDHP) with Health Savings Account (HSA) qualified plan,
- VSP/\$25 deductible vision
- Washington Dental Plan F with Orthodontic Rider Plan 5.

The employee may change their selected plan for the following year for the selected city plans during the annual open enrollment period of November 1 to December 31.

19.2 The employee is responsible for eight (8%) of the total premium costs of the healthcare plan.

19.3 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;
- (b). The City's insurance plan providers allow employees to opt out if the employee has alternative health care coverage; and

- (c). The employee opting out will not cause the City to fall below the minimum threshold for the number of plan participants that is required by the insurance provider.

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 three hundred and fifty dollars (\$350.00) 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.

19.4 The City will offer a Health Savings Account (HSA) or Voluntary Employee Benefit Association (VEBA), or other medical savings plan that qualifies as a health reimbursement arrangement for IRS purposes. By December 1st of each year, the employee shall provide the City with written verification as whether or not the City contribution for the following year should be made into the employee's HSA or into the employee's VEBA. If the employee does not make a timely election, then the City will continue to deposit the required funds into the same account used for the current year.

a. HSA/VEBA

Upon enrollment into the AWC High Deductive Health Plan, the City shall 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 paid on January 25 provided the employee is employed by the City on January 1. Employees hired after January 1 will receive a pro-rated portion of the applicable HSA or VEBA on a monthly basis, from the first date of medical insurance coverage. The employee is responsible for establishing an HSA at a financial institution of their choice. If the employee is electing a VEBA, the City will establish the account for the employee. The employee shall be responsible for all fees for setting up and maintaining the HSA or VEBA.

b. MEDICAL BRIDGE/HRA

For each employee that is enrolled in the city AWC HDHP, the City shall provide a self-funded medical bridge, which reimburses coinsurance costs after the insurance plan deductible has been met. The medical bridge will provide up to \$3,000 in reimbursement for an employee only plan and \$6,000 for an employee plus one or more dependent plan.

19.5 In the event the City decides to modify or change medical plans, the medical bridge account or the HSA/VEBA 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 HDHP plan, HSA/VEBA and medical bridge referenced in this Article 19.

19.6 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 20 – GRIEVANCE PROCEDURES

20.1 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.

20.2 All grievance activities shall be on the employee's own time. The employee 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 their normal work shift.

20.3 Step 1. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) 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.

20.4 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.

20.5 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 their 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 their written response within ten (10) working days from the date the matter is referred to the City Manager.

20.6 Step 4. If no settlement is reached in step three then within ten (10) working days from the date the City Manager provides their written response, the employee shall submit to the City

Manager their 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 they 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. The Mediator 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.

20.7 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 their 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.

20.8 . The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall they 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.

20.9 . 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 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 and the Union.

ARTICLE 21 – UNION ACTIVITIES

21.1 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.

21.2 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 the employee's election or appointment.

21.3 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.

21.4 Electronic Devices. The City will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to the City. These communications will be consistent with state law and the City's Policy. The communications and the use of the City's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the City's equipment or systems interfere with City operations, or result in additional expense to the City. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

21.5 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 their delegate, notifies the appropriate Department Director of the reason for their presence, and does not interfere with the City's operations.

ARTICLE 22 – DISCRIMINATION

22.1 Any employee member of the Union acting in any official capacity whatsoever, shall not be discriminated against for their 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.

22.2 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).

ARTICLE 23 – RIGHTS AND AUTHORITY

23.1 Direction of Workforce.

23.1.1 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.

23.1.2 Should the City desire to contract out work normally done by the bargaining unit, the City will provide the Union no less than thirty (30) 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.

23.1.3 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 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.

23.2 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 23, only the application of rules and regulations will be subject to the grievance procedure.

23.3 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.

23.4 Security Cameras.

(a) The City may install video cameras to deter theft, vandalism, and promote security of Employer property. The intent of security cameras is to protect City assets.

(b) The union will be given notice of all new and existing camera locations.

(c) It is understood that such equipment will not be installed in areas where employees are entitled to expect privacy, such as restrooms and locker rooms.

(d) No building video recording shall be used by the City for the purpose of finding misconduct or issuing discipline ("fishing" or targeted surveillance), except when there is an initiating event such as a complaint, accident, incident, property damage, or the City is made aware of a possible infraction. If misconduct is discovered during an appropriate investigation, disciplinary action may be taken consistent with just cause. If discipline is issued, the City and the Union Business Representative, or designee, may jointly review and discuss the recording.

(e) The union shall have the right to review information recorded by video cameras for purposes of grievance investigation and representation, upon written request.

(f) Retention of video surveillance may be maintained for up to 30 days unless deemed necessary for longer retention.

ARTICLE 24 – STRIKES OR LOCKOUT

24.1 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 their official duties, or in any other manner violating the provisions of this section forfeits their 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 25 – SAVINGS CLAUSE

25.1 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.

25.2 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.

25.3 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 26 – LABOR MANAGEMENT COMMITTEE

26.1 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 27 - DRUG-FREE WORKPLACE

27.1 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 impaired or under the influence of or affected by a non-prescribed controlled substance or alcohol.

27.2 Employees shall comply with the City's current personnel policy and applicable Washington law regarding tobacco use, to include vaping and e-cigarettes.

ARTICLE 28 – NEW TECHNOLOGY

28.1 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 29 - EDUCATIONAL BENEFITS

29.1 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.

ARTICLE 30 – UNIFORM ALLOWANCE

30.1 The City desires to ensure employees who work in field operations are easily recognized while performing their duties and representing the City. Employees who are regularly assigned to work in field assignments will be provided logoed apparel for easy recognition while on duty. Logoed apparel is required to be worn daily and will not be optional. Logoed items are intended to be worn for work purposes only. A variety of clothing options will be available. The following items will be provided by the City. All items to be replaced as needed to maintain a professional appearance. PPE shall be provided per City Policy.

5 Fife Logo short sleeved t-shirt

2 Fife Logo over shirts, Button up (long or short sleeve choice)

2 Fife Logo hooded Sweatshirts

1 Fife logo beanie

1 Fife logo Baseball hat

1 Fife Logo heavy/warm duck style outdoor coat, 1 every two years

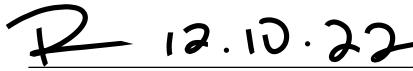
Steel toed work boots up to \$300 annually

CITY OF FIFE



Derek Matheson
City Manager

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE
WORKERS, DISTRICT LODGE 160



Beth Bergeon
Business Representative

APPROVED AS TO FORM:



Greg Amann
Fife City Attorney

2023 Update to Exhibit A-1

IAMAW FULL-TIME EMPLOYEES 2023

SALARY RANGE	0-6 MONTHS	7-18 MONTHS	19-30 MONTHS	31-42 MONTHS	43-78 MONTHS	79+ MONTHS
	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3	\$ 3,614.57	\$ 3,737.46	\$ 3,864.54	\$ 3,995.94	\$ 4,131.80	\$ 4,272.29
4	\$ 3,974.59	\$ 4,109.72	\$ 4,249.44	\$ 4,393.93	\$ 4,543.32	\$ 4,697.79
5	\$ 4,370.89	\$ 4,512.08	\$ 4,674.76	\$ 4,830.28	\$ 5,003.71	\$ 5,178.82
6	\$ 4,674.76	\$ 4,830.24	\$ 5,003.71	\$ 5,173.52	\$ 5,355.86	\$ 5,543.32
7	\$ 5,003.72	\$ 5,173.52	\$ 5,355.86	\$ 5,529.27	\$ 5,727.72	\$ 5,928.19
8	\$ 5,355.85	\$ 5,529.27	\$ 5,727.72	\$ 5,918.99	\$ 6,131.52	\$ 6,342.63
9	\$ 5,727.72	\$ 5,918.99	\$ 6,128.14	\$ 6,330.16	\$ 6,555.40	\$ 6,784.85
10	\$ 6,128.15	\$ 6,330.16	\$ 6,555.40	\$ 6,778.86	\$ 7,014.84	\$ 7,260.35
11	\$ 6,555.40	\$ 6,778.85	\$ 7,014.84	\$ 7,243.85	\$ 7,506.42	\$ 7,769.15
12	\$ 7,014.84	\$ 7,247.23	\$ 7,506.42	\$ 7,760.28	\$ 8,032.02	\$ 8,313.15
14	\$ 8,032.02	\$ 8,305.51	\$ 8,595.13	\$ 8,884.75	\$ 9,201.16	\$ 9,523.18

2023 Update to Exhibit A-2

IAMAW PART-TIME EMPLOYEES 2023

SALARY RANGE	0-519 HOURS	520-1559 HOURS	1560-2599 HOURS	2600-3639 HOURS	3640-6759 HOURS	6760+
	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
H3	\$ 16.04	\$ 16.63	\$ 17.30	\$ 17.92	\$ 18.58	\$ 19.23
H4	\$ 17.30	\$ 17.91	\$ 18.57	\$ 19.21	\$ 19.86	\$ 20.54
H5	\$ 18.58	\$ 19.21	\$ 19.86	\$ 20.66	\$ 21.26	\$ 22.02
H10	\$ 26.12	\$ 27.07	\$ 28.03	\$ 28.82	\$ 29.83	\$ 30.88
H11	\$ 27.84	\$ 28.82	\$ 29.83	\$ 30.92	\$ 31.87	\$ 32.99
H12	\$ 29.83	\$ 30.92	\$ 31.87	\$ 32.85	\$ 33.79	\$ 34.98
ADMIN PT	\$ 28.87	\$ 29.85	\$ 30.90	\$ 31.91	\$ 33.04	\$ 34.21
RL1	\$ 16.77	\$ 17.47	\$ 18.16	\$ 18.89	\$ 19.61	\$ 20.31
RL2	\$ 18.02	\$ 18.73	\$ 19.49	\$ 20.27	\$ 21.05	\$ 21.80
RL3	\$ 19.40	\$ 20.16	\$ 20.99	\$ 21.83	\$ 22.69	\$ 25.27

Exhibit B
 Collective Bargaining Agreement
 City of Fife/I.A.M.A.W.
 Job Classification as of November 15, 2022

TITLE	RANGE
Senior Planner	14
Finance Analyst	12
Plans Examiner	11
Senior Engineering Technician	11
Associate Planner	11
Parks Maintenance Worker-Maintenance Coordinator II	11
Building Inspector	10
Court Services Coordinator	10
Senior Accounting Clerk	10
CADD / GIS Technician	10
Accounting Clerk II	9
Engineering Technician	9
Lead Court Clerk	9
Code Compliance Inspector	8
Court Clerk	8
Planner 1	8
Recreation Coordinator II	8
Senior Administrative Assistant	8
Parks Maintenance Facilities	8
Parks Maintenance Grounds Keeper II	8
Administrative Assistant	7
Customer Support Specialist	7
Permit Coordinator	7
Recreation Coordinator I	7
Finance Cashier	6
Office Assistant	6

Parks Maintenance Grounds Keeper I	5
Facilities Custodian	4

PART-TIME POSITIONS

Recreation Leader 1	RL1
Recreation Leader 2	RL2
Recreation Leader 3	RL3
Recreation Receptionist	H4
Court Clerk	H12