

RESOLUTION NO. 920

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING
A LABOR AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #612**

WHEREAS, the City has been engaged in contract negotiations with the International Union of Operating Engineers (IUOE), Local #612, for over a year; and

WHEREAS the parties have reached an agreement on a subsequent labor contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. Approval of Form of Documents. The City Council hereby approves execution of the Labor Agreement by and between the City of University Place and the International Union of Operating Engineers, Local #612, in substantially the form of the documents accompanying this Resolution.

Section 2. Completion of Transaction. The City Manager or designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached to this Resolution, and this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL JUNE 1, 2020.


Caroline Belleci, Mayor

ATTEST:


Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:


Matthew S. Kaser, City Attorney

LABOR AGREEMENT

By and Between

CITY OF UNIVERSITY PLACE

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL #612

Term of Agreement

January 1, 2020 through December 31, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 RECOGNITION.....	3
ARTICLE 2 NON-DISCRIMINATION	3
ARTICLE 3 UNION SECURITY.....	3
ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES	4
ARTICLE 5 HOURS OF WORK AND OVERTIME	5
ARTICLE 6 WAGES	6
ARTICLE 7 EMPLOYMENT.....	8
ARTICLE 8 VACATIONS.....	10
ARTICLE 9 HOLIDAYS	11
ARTICLE 10 SICK LEAVE	11
ARTICLE 11 COMPENSATED LEAVES OF ABSENCE	14
ARTICLE 12 UNPAID LEAVES OF ABSENCE.....	14
ARTICLE 13 GROUP INSURANCE: MEDICAL/DENTAL/LIFE.....	17
ARTICLE 14 RETIREMENT	18
ARTICLE 15 WORKERS COMPENSATION.....	18
ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE	18
ARTICLE 17 NO STRIKE - NO LOCKOUT.....	20
ARTICLE 18 SEVERABILITY	20
ARTICLE 19 SAFETY AND SANITATION.....	21
ARTICLE 20 EMPLOYEE RIGHTS.....	21
ARTICLE 21 SUBCONTRACTING	21
ARTICLE 22 COMPLETE AGREEMENT.....	21
ARTICLE 23 TERM OF AGREEMENT	22

LABOR AGREEMENT

By and Between

CITY OF UNIVERSITY PLACE

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 612

ARTICLE 1 - RECOGNITION

This Agreement is made and entered into by and between the City of University Place, hereafter referred to as the "City" or "Employer," for its operations listed below this 1 day of January, 2020, and the International Union of Operating Engineers, Local No. 612, hereinafter referred to as the "Union." The Union shall represent all regular full-time and regular part-time (as defined in the City's Personnel Policies) maintenance employees of the City of University Place Public Works Operations Division, excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees, and all other employees. The City hereby recognizes the Union as the sole and exclusive bargaining agent for its represented employees.

ARTICLE 2 - NONDISCRIMINATION

- 2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, sexual preference, marital status, national origin, age, or sensory, mental or physical handicaps or disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ), nor shall the City be required to make light duty available apart from the job description.
- 2.2 No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on to interfere with the normal work process.

ARTICLE 3 - UNION SECURITY

- 3.1 All non-probationary, represented employees described in Article 1 may be members of the Union for the duration of this Agreement. The City shall provide for automatic payroll deductions from the employee to the Union, the monthly amount of dues, upon receipt of signed authorization cards by union members. Payroll deductions will be made retroactive to date agreed to by IUOE Local No. 612 and the employee. Any represented employee who wishes to cancel the written authorization for dues deduction must notify the City and the Union in writing, at which time the City will discontinue the deduction. Nothing in this Article shall conflict with applicable State or Federal statutes.
- 3.2 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce Section 3.1 of this Article. The Union shall defend and hold the City harmless against any and all claims, demands, suits, or other form of liability that

may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of Section 3.1.

- 3.3 An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining adherence to this Agreement, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedules. There shall be no more than one (1) shop steward for each bargaining unit. The City agrees to release the Union Shop Steward from work duties for grievance representation and labor negotiations and the Union agrees to reimburse the City for the employee's time; which reimbursement shall include salary and benefits.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended to be all-inclusive:

- 1) To plan, direct, control and determine all the operations and services of the Employer;
- 2) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- 3) To schedule and assign work;
- 4) To establish work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees;
- 5) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- 6) To determine the methods, means, organization and number of personnel by which such operations and services shall be performed, or to subcontract work with either public or private sector agencies, or assign work to other City non-bargaining unit personnel, in accordance with Article 21;
- 7) To make and enforce reasonable rules and regulations;
- 8) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law and without recourse to any grievance procedure;
- 9) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the Employer or where such condition of work would be wasteful or unproductive;

- 10) To change or eliminate existing methods, equipment or facilities, including past practices;
- 11) To direct its employees to perform every incidental duty connected with operations, whether or not enumerated in their job descriptions;
- 12) To apply the City's Personnel Policies & Procedures Manual, with the exception of provisions concerning benefits, to members of this bargaining unit. However, in the event of a conflict between a provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such policies; provided that the Union is given thirty (30) days' advance notice and has an opportunity to comment.

- 4.2 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license and CDL endorsement if such is required by the classification or if the employee has or will at any time drive a City vehicle. Such requirement may include having the employee sign a release of driving record, the payment of fee for which is to be paid by the Employer.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 The normal workweek for full-time employees shall be five (5) consecutive days of eight (8) hours worked, exclusive of the lunch period, unless an alternate work schedule is scheduled by the City. Work schedules other than the normal Monday through Friday schedule may be established by the Employer to increase productivity and efficiency as determined by the Employer. The City's standard workweek is 12:01 Sunday to Midnight the following Saturday. However, the City may adjust the Monday-Friday workweek for one (1) or more employees in order to accommodate alternate work schedules (e.g., four (4) day ten (10) hour workdays and nine (9) 80's shifts).
- 5.2 Employees are allotted a 30-minute unpaid lunch break. Represented employees shall combine their two 15-minute breaks and extend their unpaid lunch break by an additional 30-minutes. Thus, represented employees shall have a total of 60-minutes for their lunch break. Lunch shall commence when work stops and the employee travels to any location other than the Public Works shop. Employees who choose to return immediately and directly to the Public Works shop to eat lunch shall commence their lunch upon arrival at the Public Works shop.
- 5.3 Overtime is work performed beyond the forty (40) hour workweek of an employee as authorized. Payment for such authorized overtime hours worked shall be at the rate of one and one-half (1-1/2) the base hourly rate of pay. When computing time worked for qualification of overtime, time paid for but not worked (e.g. holidays, sick leave, and vacation time) does not count as hours worked.
 - 5.3.1 When an employee is requested by supervisor to report to work on a scheduled day off, the employee shall be compensated at the overtime rate regardless of the number of hours worked during the current week.
- 5.4 Payment for authorized overtime hours worked shall be paid unless compensatory time is requested by the employee and approved by the City. Compensatory time shall be earned at the appropriate overtime rate. As compensatory time represents an unfunded liability for the City,

the maximum accrual of compensatory time shall not exceed eighty (80) hours. Employees should schedule the use of compensatory time with their supervisor within ninety (90) days of the date it is earned, unless granted an extension, in writing, by the City Manager. If an employee is unable to use accrued compensatory time within ninety (90) days, or compensatory time exceeds the maximum accrual, overtime compensation will be paid at the current overtime rate. Every employee's compensatory time accrual will be reviewed at year-end as part of budget preparation for the following year. The City may elect to pay overtime or cash out compensatory time for pay at any time.

- 5.5 No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. All shift trading or on-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

ARTICLE 6-WAGES

- 6.1 Effective January 1, 2020, the Union shall be eligible for a 2.3% cost of living adjustment (COLA). Effective January 1, 2021 and during the remaining duration of the contract, the cost of living increase shall be 90% of the June to June CPI-U for Seattle-Tacoma-Bellevue, or the same as unrepresented staff, whichever is higher, but COLA shall not be below 1.5% and shall not exceed 3.5%.

Each Classification shall have an associated salary range with identified steps (see Appendix A). On an employee's anniversary start date of a position employees shall automatically advance one full (1.0) step. Step increases shall not exceed salary ranges as set forth in Appendix A and are subject to Section 6.1 of the contract.

- 6.2 The pay period shall not be less than twice monthly and shall be via direct deposit.
- 6.3 Standby Duty: The purpose of Standby Duty is to allow employees to: be available during off-duty hours to receive service requests concerning problems; investigate the nature and seriousness of the problem by on-site inspection; correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; call out appropriate crews when necessary; direct the crew to the site; perform work as a crew member if callback should occur; and keep appropriate records.

The City, at its option, may assign Standby Duty to City employees to ensure that qualified personnel are available to respond to emergencies that may affect public health, safety and/or welfare.

Effective upon passage of this Agreement in 2020, a bargaining unit employee who serves on evening, weekend, or holiday Standby Duty shall receive an allowance of \$2.83 per hour of Standby Duty served. On January 1, 2021 and 2022, the Standby Duty rate shall be increased by the June to June CPI-U for Seattle, Tacoma, and Bellevue, not to exceed 3% for each year.

Hours on Standby status are not considered hours worked and will not be counted for the

purposes of computing overtime pay or eligibility to receive benefits.

Employees on Standby Duty who are called out shall receive three (3) hours pay for each initial response at the employee's overtime rate which shall be in addition to the Standby Duty allowance. To be eligible for an additional three (3) hour guarantee, an employee must complete the original three-hour call out period (i.e., the original call out period of three (3) hours must pass) and be back into a Standby status. If the employee is called out less than three (3) hours from the time he or she is scheduled to start his or her regular shift, he or she shall receive one and one half (1-1/2) times his or her regular straight-time hourly rate of pay only for such time as occurs before his or her regular starting time.

Hours of Standby Duty shall be:

Evening Standby Duty. Evening Standby Duty shall commence at quitting time on the evening of a work shift and continue through to 7:00 a.m. the following morning.

Weekend Standby Duty. Weekend Standby Duty shall commence as of 7:00 a.m. on Saturday and continue through to 7:00 a.m. the following Monday morning.

Holiday Standby Duty. Holiday Standby Duty shall commence as of 7:00 a.m. on each City-scheduled holiday and continue through to 7:00 a.m. on the morning following the holiday. While on Standby Duty, employees are not required to stay at home or any other specific location; however, employees on Standby Duty shall be assigned a cell phone provided by the City and must be able to arrive at the incident location within one (1) hour of being called. If an employee on Standby status fails to respond to a call to return to work, he or she may be subject to disciplinary action as outlined in the City's personnel policies.

To ensure flexibility for the employee, the City encourages employees to participate in the scheduling of Standby assignments. Employees are also encouraged to rotate their schedules.

In the event of a personal emergency that precludes the Standby employee's ability to respond, the employee must notify the Public Works Director, the Public Works Crew Chief, or the City Manager (as a last resort) immediately to ensure the City's ability to respond to emergencies.

Designated Standby employees shall maintain themselves in a fit and responsible manner, able to respond to an emergency call in a condition normally expected of an on-duty employee during normal work hours, and consistent with all other City policies. Employees on Standby Duty shall not consume or be under the influence of alcohol or controlled substances.

Employees on Standby Duty will record their Standby and call out hours on their timesheets, even though Standby does not count as hours worked. Compensation for Standby pay will be included on the employee's regular paycheck. The employee's supervisor will approve, in advance, any Standby Duty served.

This Agreement authorizes the City Manager to suspend or amend this Standby policy to ensure compliance with all applicable Federal and State laws.

It is understood and agreed by the parties that should qualified Operating Engineers not be

available, or in cases of extreme emergency (i.e., danger of loss of life and/or property), the City may take those actions it deems necessary and there will be no violation of this Agreement.

- 6.4 Allowances: Each of the represented employees shall have the choice to receive either:
- 1) \$500.00 annually for clothing and boots to be received on the first regular paycheck of the new fiscal year (approximately around January 20); or 2) participate in the Whistle Workwear clothing and boot purchasing program with a clothing and boot credit limit up to \$725. Purchases made above the \$725 limit shall be solely the responsibility of the employee. If the City receives an invoice for an amount above \$725, a payroll deduction will be made from the employee's next paycheck for the amount over the credit limit.

The choice to receive the allowance or the Whistle Workwear credit must be made by December 1 of the preceding year on either the annual Payroll Deduction Worksheet or an email to Payroll. If no choice is made, the default will be the \$500 allowance. No changes will be allowed after December 1.

New employees will receive the \$500 allowance at a prorated rate upon successful completion of probation. Represented employees may elect individually to put the entire \$500 amount, and no less, into the Union designated pension plan. The City's regular pension contribution will not apply to this allowance.

- 6.5 CDL License and Physicals: The City will pay for the cost of maintaining CDL Licenses only for represented employees who currently hold a CDL License. The City will not pay for represented staff to obtain a CDL license if one is not already in place.

The City will pay for the cost of CDL Physicals for represented staff who currently hold and maintain CDL Licenses. In order to manage costs, the City reserves the right to determine where the physical examinations occur.

If an employee loses a CDL License due to misconduct or by failing testing requirements for a CDL, the City will no longer pay for any CDL-required physical or license renewal for the duration of that represented employee's employment.

ARTICLE 7 - EMPLOYMENT

- 7.1 Seniority: Except as provided in Sections 7.2 and 7.6, "seniority" is the amount of continuous service within all operations of City government. Seniority shall date back to the date of hire, in a regular status, but shall not be established until completion of the "probationary period." An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure contained herein. An employee shall lose seniority under this Agreement for the following reasons:

- 1) Retirement;
- 2) Voluntary termination;
- 3) Discharge for cause;
- 4) Failure to return to work after offer of recall is made;
- 5) Failure to return to work promptly after an authorized leave of absence;

- 6) Absence from work, including layoff: for a period in excess of 12 consecutive months;
and
- 7) Absence without approval beyond three (3) working days.

The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service."

- 7.2 City employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific program.
- 7.3 Promotions to higher job classifications covered by this Agreement shall be in accordance with performance and ability, as determined by the City. Employees promoted to a higher classification within the bargaining unit shall receive a minimum two percent (2.0%) salary increase.
- 7.4 Lead Worker Pay: When an employee is required to perform work in the Lead Worker classification for more than four (4) consecutive workdays, the employee shall be paid an additional four percent (4.0%) for work performed in the Lead Worker capacity.
- 7.5 When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time employees will be laid off based upon performance and ability to do the work without retraining; provided that employees with the least seniority will be laid off first when performance and ability are equal.

For layoff purposes, seniority shall first be based on the amount of continuous service with the City. If seniority continues to be equal, the employees to be laid off shall be determined by "drawing lot" from among those employees whose seniority remains equal. No regular full-time employee shall be laid off while there are temporary or probationary employees serving in the same bargaining unit, provided they are fully qualified to do the remaining work required to be performed as determined by the Employer. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies without adequate notice to the Employer.

- 7.6 Recall within Bargaining Units: When the City recalls employees in a bargaining unit up to one year after there has been a layoff in that bargaining unit, it shall first recall those employees who were laid off from that bargaining unit in reverse order of their layoff if they are available for work. Such recalled employees shall return with City seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.
- 7.7 Referral to Other Departments: Employees laid off by the Employer who are desirous of reemployment in other operations of the City while on layoff from the bargaining unit under this Agreement shall notify Human Resources as lateral or lower level positions open for which they are potentially qualified. If qualified, such employees will be referred for consideration prior to hiring new employees. Employees hired in a different department or new classification series in the same department will be subject to a new probationary period.

ARTICLE 8 - VACATION

8.1 Vacation:

Each regular full-time employee is entitled to vacation leave as follows:

<i>Years employment</i>			<i>Vacation Hours Earned</i>
0-4	years	8 hours/month	(12 days)
5-9	years	10 hours/month	(15 days)
10 - 14	years	12 hours/month	(18 days)
15 - 19	years	14 hours/month	(21 days)
20+	years	16 hours/month	(23 days)

Vacation accrual begins on the first day of the first full month of employment. Vacation hours are credited at the completion of each pay period. Employees are eligible to use earned vacation after six (6) months of employment. Regular part-time employees (as defined in the Personnel Manual) earn vacation on a pro-rated basis. Temporary employees (as defined in the Personnel Manual) are not eligible for vacation leave. A vacation day equals eight (8) hours of pay for time not worked, regardless of the employee's work schedule.

- 8.2 Part-time regular employees regularly scheduled to work one-half (1/2) a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay.
- 8.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be credited or used until they have been employed (as a regular employee) for six (6) consecutive months. New employees terminating before they have completed six (6) months shall not be eligible for payment for accrued vacation leave upon such termination.
- 8.4 Eligible employees who have completed six (6) consecutive months of regular employment shall be paid for unused accrued vacation leave days upon termination of employment.
- 8.5 Employees are encouraged to use vacation in the year it is earned. There is no maximum on the vacation balance an employee may carry while employed at the City. The maximum vacation balance than an employee may cash out at separation is two-hundred forty (240) hours.
- 8.6 Employees shall not accrue additional leave (vacation, etc.), health, or other insurance benefits while on overtime.

ARTICLE 9 - HOLIDAYS

9.1 Regular full-time employees shall be granted the following holidays off with pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
One Floating Holiday	As scheduled by employee/supervisor

A holiday falling on Saturday will be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday. Holidays will be pro-rated for regular part-time employees (as defined in the Personnel Manual).

9.2 An unused floating holiday may not be compensated in any form upon the separation of employment.

ARTICLE 10 - SICK LEAVE

10.1 Regular full-time and regular part-time employees are eligible to accrue sick leave on the first day of employment. Full-time exempt and non-exempt employees shall accrue sick leave at the rate of four (4) hours per pay period (for a total of eight (8) hours per month); part-time employees shall accrue on a pro-rata basis.

Sick leave for non-exempt employees shall be deposited into one of two banks. In accordance with state law, one (1) hour of sick leave will be earned for every forty (40) hours worked. This leave will be deposited in to a "WA State sick leave bank." A second bank, the "City sick leave bank," will track the balance of all remaining hours accrued. The total of leave accrued shall not exceed eight (8) hours per month.

For example, a full-time non-exempt employee works eighty (80) hours in a pay period. Two (2) hours would be deposited into the Washington sick leave bank (one (1) hour for every forty (40) hours worked). The City sick leave policy provides that all regular full-time employees shall accrue four (4) hours per pay period. This employee would also receive two (2) hours of City sick leave, because of the City's sick leave accrual policy, and those hours would be put into the City's sick leave bank.

Leave, including but not limited to, vacation leave, sick leave, merit days, holidays, bereavement leave, early closure leave or leave without pay will not count in accruing WA State sick leave. No employee shall accrue any sick leave during leave without pay.

Employees with a WA State sick leave bank shall be allowed to carry forward forty (40) hours of WA State sick leave to the following calendar year to remain in their WA State sick leave bank. Any

sick leave accruals above forty (40) hours shall be rolled over into the City's sick leave bank for that individual.

Sick leave is available for use following its accrual. Sick leave is credited following completion of each pay period. Sick leave balances are reported semi-monthly through the City's electronic employee services webpage.

10.2 Reasons for Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

- (1) an employee's mental or physical illness, injury, or health condition to accommodate the employee's need for medical diagnosis, care, treatment or the need for preventative medical care;
- (2) care for a family member with a mental or physical illness, injury, or health condition or who needs a medical diagnosis, care, treatment, or the need for preventative medical care;
- (3) 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;
- (4) exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- (5) leave that qualifies under the Domestic Violence Leave Act (RCW 49.76);
- (6) sick leave beyond bereavement leave may be authorized by the City Manager in the event of a death of a family member as defined by this policy;

10.3 Doctor's Documentation: If an employee has used paid sick leave for three (3) consecutive days or more during which the employee was scheduled to work, the employee may be required by the department director to provide verification that establishes or confirms that the use of paid sick leave was for an authorized purpose. The City may also request the opinion of a second doctor at the City's expense. The City may also require a doctor's certificate indicating that the employee is able to return to work or perform job duties.

10.4 Minimum Sick Leave Use: Sick leave may be used at a minimum rate of one-quarter (1/4) hour per day for non-exempt (FLSA non-exempt) employees. Exempt employees (not covered by FLSA) are required to use sick leave at a minimum rate of one (1) day.

10.5 When Sick Leave is Exhausted: Employees will be required to use WA State sick leave before using City provided sick leave. Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with their department director's approval, use vacation, compensatory time, floating holidays or, as a last resort, leave without pay upon approval by the City Manager.

10.6 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid to the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. Employees injured on the job shall not simultaneously collect sick, vacation, or compensatory leave and Workers' Compensation benefits greater than

the employee's regular pay.

- 10.7 Light Duty: The Employer may return an injured member to light duty status when allowed by the member's doctor. When such light duty work is available, light duty functions may not be work of another craft or work under classifications covered by this Agreement, unless otherwise agreed by the parties. At no time will the employee's total earnings be less than his/her full-time loss compensation under industrial insurance. Further, the employee will be provided with a full benefits package as per this Agreement, over and above base salary. Should the employee on light duty have to be laid off due to no light duty work available, the Employer will not adversely affect his/her ability to continue to receive timely benefits from the Industrial Division of Labor and Industries, provided they are still medically eligible.
- 10.8 Sick Leave Buyout: Payment of Accrued Sick Leave for long-term employees: Any employee in good standing with at least five (5) years of regular continuous employment with the City may cash out up to forty (40) hours per year of sick leave (not WA State sick leave) for fifty percent (50%) of its value at the employee's current hourly wage if their remaining sick leave balance is over one-hundred (100) hours.

Employees in good standing with seven (7) or more years of regular continuous employment with the City may cash out up to eighty (80) hours of City provided sick leave (not WA State sick leave) for seventy-five percent (75%) of its value at their current hourly wage, if their remaining total sick leave balance is at or over one-hundred (100) hours.

For the purpose of sick leave payout, hourly wage will be calculated by dividing the current monthly wage by 173.3333.

Example: Employee X hired in 1/1/2010 has a balance of one-hundred (100) hours of City provided sick leave and forty (40) hours of WA State sick leave on 1/1/2015 and is currently paid \$25.00 per hour. That employee could cash out forty (40) hours of City provided sick leave at fifty percent (50%) of its value at his/her current hourly wage, receiving \$500.00 taxable income and would retain a balance of one-hundred (100) hours of sick leave (sixty (60) hours of City provided sick leave and forty (40) hours of WA State sick leave). Donated leave will not be eligible for use in this provision.

- 10.9 Payment for Sick Leave upon Termination: Employees who have worked for the City for two (2) or more consecutive uninterrupted years and terminate employment in good standing are eligible to be paid for twenty-five percent (25%) of accrued and unused City sick leave up to a maximum of one-hundred twenty (120) days at termination. Employees who have accrued any WA State sick leave may cash out the remaining balance of only that specific leave at one hundred percent (100%). Employees who have worked fewer than two (2) years with the City or are temporary/seasonal employees are ineligible for any City sick leave cash-outs.

Included in termination for these purposes are voluntary resignation, retirement, layoff or death. If sick leave hours are cashed out while still employed with the City according to the above "Payment of Accrued Sick Leave for Long-Term Employees" provision, that employee shall be ineligible for payment of sick leave upon termination for any remaining hours if the employee leaves the City's employ for any reason in the same year they took the accrued sick leave payment. Employees who have been employed with the City a minimum of five (5) years or more may choose to cash out leave in either of the aforementioned methods, so long as it is not done in the same calendar year.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

- 11.1 Jury Duty: Time off with pay will be granted for jury duty to regular full-time and part-time employees. The employee shall be paid the difference between the fees he/she receives for such service, excluding travel fees, and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.
- 11.2 Bereavement Leave: Any regular employee who suffers a death in the immediate family (as defined in the Personnel Policies) shall receive up to three (3) days leave with pay. If additional time is needed, the City Manager may authorize use of accrued sick leave, vacation leave or compensatory time for up to five (5) additional days.
- 11.3 Military Training Leave: Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to twenty-one (21) workdays per year, or any greater period required by law, for performing ordered active duty training. If the active duty exceeds twenty-one (21) workdays, the employee may take accrued compensatory time, available vacation, or leave without pay. For purposes of this provision, the year runs from October 1 to September 30.
- 11.4 Leave for Active Duty Military Service: Employees who are called to or volunteer for active duty military service in excess of twenty-one (21) workdays will be placed on an indefinite unpaid leave of absence during the time the employee is in an active duty status with any branch of the United States Armed Forces or state militia. The employee may choose to use accrued vacation leave prior to moving to an unpaid status. Any unused leave accruals remaining when the unpaid leave begins will be held until the employee returns to active employment with the City. During the unpaid leave the employee will neither earn additional vacation or sick leave nor be entitled to health insurance benefits except as may be provided for under COBRA or other applicable law. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.
- 11.5 Employees should notify their supervisor as soon as they receive notice of the need to report for military training or active duty and provide the supervisor with a copy of the military orders.

ARTICLE 12- UNPAID LEAVES OF ABSENCE

- 12.1 A leave of absence without pay may be granted after completion of one (1) year of service and approval of the City up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the City Manager.
- 12.2 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to ensure continued coverage.
- 12.3 All leaves without pay are to be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following

information:

- a. Reason for requesting the leave:
- b. Date leave is to begin; and
- c. Date of return to work.

Failure of an employee to return from a leave of absence within the time interval approved will be cause for termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with the approval of the City Manager.

- 12.4 Leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13), in coordination with Workers' Compensation for a period not to exceed twelve (12) months.

12.5 Family and Medical Leave(FMLA)

Recognizing the importance of family and out of concern for the well-being of its employees, the City of University Place's leave program enables employees to take time off, under certain conditions, for health reasons or to care for family members. This family and medical leave policy shall apply to regular employees who have been employed by the City at least twelve (12) months and have worked at least 1,250 hours in the preceding twelve (12) months and shall be administered in accordance with the Federal Family and Medical Leave Act (FMLA) and the WA State Family Leave Act.

No benefits such as vacation or sick leave are earned when the employee is on unpaid leave. Failure to return as agreed from an approved leave may be treated as a voluntary resignation of employment.

A qualifying regular employee may request leave for up to twelve (12) weeks of FMLA leave per "leave year." The City defines leave year as the twelve-month period measured backward from the date an employee uses any FMLA leave. FMLA leave may be used for the following reasons:

- (1) To care for the employee's newborn, newly adopted child, or newly placed foster child.
- (2) To care for the employee's spouse, registered domestic partner, child or parent who has a serious health condition.
- (3) To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of the position.
- (4) To care for a Covered Service Member, as defined herein. This leave is available to a spouse, registered domestic partner, son, daughter, parent, or next of kin of the Covered Service Member. Up to twenty-six (26) weeks of leave in a single twelve (12) month period is provided under FMLA. The employee is entitled only to a *combined* total of twenty-six (26) weeks of Service Member and FMLA leave during a single twelve (12) month period. This form of FMLA leave is available on a per-Covered Service Member, per-injury basis; as a result, once an employee exhausts the leave entitlement caring for a particular family member and injury, no additional leave is available for the same purpose in future leave years.

- (5) For a “qualifying exigency” arising out of the fact that the employee’s spouse, registered domestic partner, son, daughter, or parent is a covered military member who is on active duty, or has been notified of an impending call to active duty in support of a contingency operation. Covered military members are members of the National Guard or Reserves, and certain retired military service personnel, who have been called to active duty or notified of an impending call to active duty. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

FMLA leave for birth or placement for adoption or foster care must conclude within twelve (12) months of birth or placement. If both parents work for the City, they are entitled to a combined total of twelve (12) weeks of leave in any twelve (12)-month period where leave is taken to care for a new child.

In some cases (where medically necessary or where needed due to a qualifying exigency), leave may be taken on an intermittent or reduced schedule basis.

Serious Health Condition: A serious health condition is an illness, injury, impairment, physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
- A period of incapacity of more than three consecutive full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full consecutive calendar days in the absence of medical treatment (e.g., chemotherapy for cancer or dialysis for kidney disease).

Continuation of Pay and Benefits: Federal FMLA leave is unpaid leave. However, employees are generally required to use any accrued vacation and sick leave available to them as part of their twelve (12) weeks of FMLA leave (or up to twenty-six (26) weeks for Service Member family leave). Determination of applicability of accrued leave time or leave without pay to be used during a leave of absence will be made by Human Resources and communicated to the employee as soon as possible following receipt of the leave request.

During all leaves under this family and medical leave policy, the City will continue to pay the employer's portion of health insurance premiums, provided that the employee continues to pay his/her share of insurance premiums, if any. Failure of the employee to pay his/her portion of the premium may result in cancellation of health insurance. If an employee fails to return to work at the end of the leave, the employee may in some cases be responsible to pay back the City for the employer portion of the health insurance premiums. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave.

Notification, Medical Certification and Return to Work: A leave of absence shall be requested in writing and submitted to the department head thirty (30) days prior to the date on which the employee

wishes to begin the leave or as soon as the need for such leave is known. Depending on the reason for the leave the employee may be required to provide medical certification from a health care provider. Human Resources will provide a form for this purpose, if required, and may in certain cases seek a supplemental opinion from health care providers. The employee should also provide the supervisor with his/her intended date of return. In addition, employees may be required to provide periodic reports during family and medical leave regarding the employee's or family member's health status and the employee's intent to return to work.

Upon return from family and medical leave, an employee shall be entitled to return to the employee's former position or a position with equivalent pay, benefits and conditions of employment, unless unusual circumstances have arisen (i.e., the employee's position or shift was eliminated for reasons unrelated to the leave). If the employee chooses not to return to work for any reason, the employee should notify the City as soon as possible.

ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/VISION/LIFE

13.1 Medical Insurance

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage. The City shall pay each month ninety percent (90%) of the insurance premium for dependent care in the 2018 year (excluding spouses who have other coverage available through his/her place of employment) under the offered Association of Washington Cities (AWC) plans (Regence HealthFirst 250 Plan, Kaiser Permanente \$20 Copay Plan, and Kaiser Permanente Access PPO Plan).

Dental Insurance

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Washington Dental Service (WDS) Plan F or Willamette Dental.

Vision Insurance

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Vision Service Plan (\$25 deductible).

Life, AD&D, and Long-Term Disability Insurance. There shall be no reduction in the life, long-term disability, and accidental death & dismemberment insurance currently available to City employees and their dependents.

The Employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours.

Regular part-time employees and employees on authorized leaves of absence without pay shall be permitted to select the health benefit coverage of their choice, i.e. health insurance, dental insurance and/or life insurance (subject to plan participation requirements). Employees on authorized leaves of absence without pay who elect not to retain any coverage during the period of the leave of absence shall be required to serve any plan-required waiting period upon re-enrollment.

The Employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code. Flexible spending accounts shall be limited to health premiums, health expenses,

and dependent care expenses. The Employer shall pay any administrative premium or cost of the plan for the duration of the Agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

ARTICLE 14 - RETIREMENT

- 14.1 It is agreed that the City of University Place shall contribute 13.9740% of wages for each of the Operating Engineers, including supervisory employees, when covered by this Agreement. Said contributions shall be made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to Locals 302 & 612, Operating Engineers Employers Retirement Fund in the manner as set forth in the trust agreement of the said trust fund. The details of the Retirement Plan established by this trust fund shall continue to be controlled and administered by a joint board of trustees composed of equal representation from the Unions involved and the AGC of Washington, who are signatories to the trust agreement of the aforesaid trust fund. Each trustee appointed by the Union shall be a member of the Union and each trustee appointed by the Employer shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee. The City does not participate in Social Security. The City does participate in the State of Washington Public Employee Retirement System (PERS), and the City and each Union employee shall contribute to PERS as set forth by the State.

Currently, the Union employees have voted to invest two percent (2%) of their salary into an RHS account. Employees may not individually change that rate or opt out.

For more information regarding RHS accounts, please refer the City's Personnel Policies. Employees may also contact ICMA-RC directly.

ARTICLE 15 - WORKERS COMPENSATION

- 15.1 The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

- 16.1 Definition. A grievance shall be defined as a dispute arising from a Management interpretation or application of the provisions of this Agreement which adversely affects an employee's wages, hours or conditions of employment. Copies of all grievances shall be submitted to the Union.
- 16.2 Procedure. If a decision is not returned to the Union within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the City representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered waived. The set time limits may be extended by mutual written agreement of the Employer and the Union.

No claim shall be granted retroactively for more than ten (10) calendar days from the date of filing a grievance.

Step 1: The Employee shall first contact and attempt to informally resolve any concerns or grievance by meeting with their immediate supervisor. If not resolved informally, a written grievance shall be filed by the Employee or shop steward with the Employee's immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the Employee should have reasonably had first knowledge of the occurrence. The Employee shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the supervisor shall meet with the Employee. Within five (5) working days thereafter, a written decision shall be given to the Employee.

Step 2: If a grievance is not settled at Step 1, it may be presented to the Public Works Director. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written and shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction, and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the department director or designee shall meet with the Employee and/or representative. Within five (5) working days thereafter, a written decision shall be given to the Employee or representative.

Step 3: If the grievance is not settled at Step 2, it may be presented to the City Manager. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written and shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction, and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the City Manager shall meet with the Employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the Employee or representative.

Grievances involving matters other than a suspension for more than twenty (20) days, reduction in rank or pay, or dismissal for cause are subject to only steps one, two and three of the grievance procedures contained herein.

Step 4. If a grievance for suspension for more than twenty (20) days, reduction in rank or pay, or dismissal for cause is not resolved under Step 3, an arbitration request may be submitted by the Union designee. Only signatories to this Agreement may refer a grievance to arbitration. Such request shall be presented in writing to the City Manager within five (5) calendar days from the date the decision was rendered at Step 3. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an impartial arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrator shall be selected by each party alternately striking one (1) name from the list until only one (1) name shall remain. Any arbitrator so chosen shall abide by the Code of Judicial Conduct of the State of Washington, including, but not limited to the prohibition against ex-parte contact with parties of the grievance. Each party shall present its case to the arbitrator in writing and in oral presentation under equal time limits set by the arbitrator. Within five (5) working days of oral presentation, each party shall submit its final proposed resolution to the arbitrator and the other party in writing. The parties will have two (2) working days to file any rebuttal materials

with the arbitrator. The arbitrator will then select only one of the proposed resolutions for final decision. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall be restricted to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each party shall pay for its own costs of representation.

- 16.3 The Union shall not be required to press employee grievances if, in the Union's opinion, such grievances lack merit.
- 16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjudicating all grievances which the Union or employees may have and which relate to or concern the employees and the Employer, and as such may not be appealed through other avenues (such as litigation). It is expressly understood that the grievance procedures in this Agreement completely replace (and are not in addition to) any process set forth in the City of University Place Personnel Policies.
- 16.5 Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance at any step in the procedure, including any time prior to any arbitration decision, or to subsequently amend an arbitration decision by mutual agreement.
- 16.6 If any two (2) or more employees have essentially the same grievance, they must collectively present and pursue their grievance(s).

ARTICLE 17 - NO STRIKE - NO LOCKOUT

- 17.1 No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability, nor cause or condone any strikes, slowdowns or other interference with normal operation. Employees who are involved in such conditions shall be subject to discharge. There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout for any reason, regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation during the life of this Agreement. Employees who have disputes as to this Agreement shall be solely limited to Section 16 - Grievance and Arbitration in resolving said disputes.
- 17.2 An Employee's failure to cross a primary picket line established by some other Union and sanctioned by the Executive Secretary of the Union where the Employee may be subject to bodily harm will not be cause for discipline for such failure.

ARTICLE 18 - SEVERABILITY

- 18.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE 19 - SAFETY AND SANITATION

19.1 The City agrees to provide a clean and sanitary work environment and comply with all applicable state and federal laws to ensure worker safety.

19.2 Drug and Alcohol Testing.

The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedure.

ARTICLE 20 - EMPLOYEE RIGHTS

20.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded to ordinary citizens under all applicable provisions of the United States and State Constitutions, as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, an employee may request a Union Representative to be present. Employees may elect to pursue litigation or administrative claims to resolve disputes outside this Agreement, but not both. Pursuit of the grievance process constitutes a waiver of litigation.

20.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and to request in writing amendments of any statements in their file. Any City decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. Employee evaluations are subject to Steps 1, 2, and 3 only of the grievance procedures contained herein. All performance evaluations shall be reviewed with the employee before being included in his or her personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An Employee's signature does not necessarily indicate agreement.

ARTICLE 21 - SUBCONTRACTING

21.1 The Employer will notify the Union in accordance with existing applicable labor laws in advance of the implementation of the contracting out to public or private sector agencies, or assignment to other City personnel of bargaining unit work which would result in the termination or layoff of bargaining unit employees.

ARTICLE 22 - COMPLETE AGREEMENT

22.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.

22.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

23.1 The term of this Agreement is January 1, 2020 through December 31, 2022.

23.2 Requests from the Union for changes in wages, hours and terms and conditions of employment shall be submitted to the Personnel Administrator no earlier than one hundred and twenty (120) calendar days before expiration of the current Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on June 2, 2020.

International Union of Operating Engineers

City of University Place

By: _____

Todd Mickelson, Business Manager

By: _____

Stephen P. Sugg, City Manager