



**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: January 10, 2022

SUBJECT: Approving Collective Bargaining Agreement with Teamsters Local 313

SUBMITTED BY: Tony Piasecki, Interim City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to request Council to approve the attached first Collective Bargaining Agreement (CBA) with Teamsters Local 313. Administration recommends approval.

PROPOSED MOTION: Move to approve the Collective Bargaining Agreement with Teamsters Local 313.

BACKGROUND INFORMATION: In 2019, the Public Employment Relations Commission (PERC) certified Teamsters Local 313 to represent the City's supervisor bargaining unit. Bargaining with the Union for the party's first CBA began in early 2020.

The City and the Union have come to an agreement on a CBA, which has been ratified by the Union. This CBA will be effective on the day it is ratified by the City Council.

FISCAL CONSIDERATION: The funds needed to implement the financial concerns in the CBA are available in the 2022 budget.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Collective Bargaining Agreement with the Teamsters Local 313 representing the Supervisors Unit.
-

REVIEWED BY:

- Mayor
 City Administrator
 City Attorney – N/A

- Finance Director – N/A
 Department Head – N/A



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO. 313
Representing the Supervisory Unit

Date of Ratification by Both Parties – December 31, 2023

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – MEMBERSHIP	3
ARTICLE 3 – NONDISCRIMINATION	4
ARTICLE 4 – HOURS OF WORK AND OVERTIME	4
ARTICLE 5 – WAGE RATES	6
ARTICLE 6 – VACATIONS.....	8
ARTICLE 7 – HOLIDAYS	9
ARTICLE 8 – MEDICAL BENEFITS.....	9
ARTICLE 9 – LEAVES	10
ARTICLE 10 – BENEFIT PLAN.....	13
ARTICLE 11 – STANDBY PAY	14
ARTICLE 12 – OUT OF CLASS PAY.....	14
ARTICLE 13 – RIGHT OF ACCESS-UNION REPRESENTATION	15
ARTICLE 14 – CITY RULES; MAINTENANCE OF CITY SERVICES.....	15
ARTICLE 15 – GRIEVANCE PROCEDURES	16
ARTICLE 16 – DISCIPLINE.....	17
ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES	18
ARTICLE 18 – PERSONNEL RECORDS.....	20
ARTICLE 19 – UNIFORMS AND EQUIPMENT.....	20
ARTICLE 20 – VACCINATIONS	22
ARTICLE 21 – LEAVE SHARING	22
ARTICLE 22 – MANAGEMENT RIGHTS	23
ARTICLE 23 – SAVING CLAUSE	23
ARTICLE 24 – COMPLETE AGREEMENT	24
ARTICLE 25 – TERM OF AGREEMENT.....	24
ATTACHMENT "A"	25

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION No. 313
Supervisory Bargaining Unit

–Date of Ratification by Both Parties – December 31, 2023

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the “Employer,” and Teamsters Local Union No. 313, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 herein.

ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Public Employees Relations Commission in Case No. 132193-E-19, issued April 14, 2020. The bargaining unit covered by this Agreement shall include the City Engineer, Information Systems Manager, Principal Planner, Building Official/Fire Marshal, Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor, Parks Manager and Public Works Superintendent.

The parties recognize that Gig Harbor Municipal Court employees are subject to the authority of the Gig Harbor Municipal Court pursuant to Washington State Court Rules under General Rule 29. This Agreement is intended to apply to Municipal Court employees unless expressly stated otherwise herein.

ARTICLE 2 – MEMBERSHIP

Section 2.1. All employees working in the bargaining unit shall have the right to become a member of the Union. Members’ rights within their Union are governed by the Teamsters Local Union No. 313 Constitution and Bylaws.

Section 2.2. The Employer agrees to deduct initiation fees, assessments, and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form. The Employer shall transmit such deductions to the Union by check payable to its order. Upon issuance and transmission of such deduction the

Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a list of all employees who are eligible for cancellation. The cancellation will be effective the first payroll after the Employer's receipt of the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

Section 2.3. The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.

ARTICLE 3 – NONDISCRIMINATION

Section 3.1. The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 3.2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Union, or lawful activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

Section 3.3 If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

Section 4.1. Normal workweek. The normal full-time 7-day FLSA workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal full-time work schedule shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g. 9-80) or to require additional hours of work. The normal workweek and workday schedules shall be defined by the City Administrator. The work year shall consist of two thousand and eighty (2,080) hours. The FLSA work week for a 9-80 schedule begins at the midpoint of the 8-hour day, which shall be adjacent to a nine-hour day.

Section 4.2. Overtime. Overtime shall mean hours worked in excess of 40 hours in an established consecutive 7-day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime.

Sections A through H below shall apply:

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (annual salary /2080). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours of pay at the overtime rate for work requiring a return to work from home, or other non-work location during the employee's regularly scheduled time off or while on call, such as for emergencies or meetings called by the Employer. Once so reported, the employee shall perform all assigned duties during the 3-hour period. Remote work that does not require reporting in person and takes at least 8 minutes will be paid based on the amount of time worked, in increments of fifteen (15) minutes, except that for the Wastewater Treatment Plant Supervisor and Public Works Superintendent remote work that does not require reporting in person will be paid as a one (1) hour call out or the actual time spent, whichever is greater.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The option to accrue compensatory time in lieu of overtime pay shall be arranged by mutual agreement between the Employer (City Administrator or Department Head) and the Employee. Compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the Employer's operation. Accrued compensatory time shall be used at a time mutually agreeable to the Employer and the employee. Employees may accrue a maximum of 80 hours of compensatory time. If an employee works overtime and has reached his/her maximum compensatory time hours, he/she shall be paid at the overtime rate according to Section 4.2B above. Compensatory time that is accrued and unused for more than twelve (12) months is subject to being cashed out by the Employer. An employee who promotes out of the bargaining unit into an exempt position shall be cashed out for all accrued and unused compensatory time prior to promotion.
- F. Any employee required to report to work in person while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.

- G. When a member of the Union completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article 4.2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

Section 4.3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE 5 – WAGE RATES

Section 5.1. Wages. Upon the effective date of this Agreement, wages for bargaining unit members shall be as set forth in the attached Appendix A. Employees will be placed onto the step in their position range that is closest to their current pay and represents no less than a 2.7% increase.

As an incentive for ratifying this Agreement, each full-time bargaining unit member shall receive a one-time lump sum payment of Sixteen Hundred Dollars (\$1,600.00), subject to required payroll withholdings. In order to qualify for the full lump sum, the employee must have been continuously employed with the City from January 1, 2020 through the date the lump sum is paid. Employees continuously employed by the City since a date after January 1, 2020 shall receive a prorated lump sum.

Effective January 1, 2022, employees shall receive a cost-of-living increase of 100% of the June 2020 to June 2021 Seattle-Tacoma-Bellevue CPI-W with a minimum of one percent (1%) and a maximum of three and one-half percent (3.5%).

Effective January 1, 2023, employees shall receive a cost-of-living increase of 100% of the June 2021 to June 2022 Seattle-Tacoma-Bellevue CPI-W with a minimum of one percent (1%) and a maximum of three and one-half percent (3.5%).

The Employer reserves the right to reopen the wage rate of job classifications in the event of a vacancy.

Section 5.2. Salary range. Movement from one step to the next shall occur on an employee's anniversary date, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion, demotion, or transfer into a new position.

Section 5.3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 5.4. Education reimbursement. Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the

educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two- or four-year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5.5. Meal Pay. If a supervisor is required to work through any meal period due to an emergency event, the City shall either provide a meal or reimburse up to fifteen dollars (\$15.00) for a meal purchased while on duty.

Section 5.6. Layoff Procedure. The City may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Union, in writing, to permit the Union to consult with the City regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service (seniority) within a classification in a division with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary, temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the City not to create part-time jobs for the purpose of avoiding the payment of benefits.

The City shall provide six (6) weeks' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the six (6) weeks' notification period, for career counseling and retraining. Approved and designated funds shall be available and maybe expended solely within twelve (12) months of the notice of termination.

Bumping Rights. An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Teamsters Local 117 nonsupervisory bargaining unit, provided Teamsters Local 117 agrees and as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position was not lost due to disciplinary or performance review reasons. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. A leave of absence approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits

shall not be accrued during such leave of absence or furlough. Bumping to a position within the municipal court requires the approval of the Judge.

Timing. Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

Transfer in Lieu of Layoff. An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

Recall Rights. An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. Recall notices will be sent by certified mail to the employee's last known address. An employee who does not respond to a recall within ten (10) calendar days will be deemed to have waived his/her right to recall. The employee has the duty to maintain his/her current address with the City.

ARTICLE 6 – VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. An accumulated vacation balance shall not exceed 336 hours at any one time. An accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of one hundred and twenty (120) hours of vacation to the City at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

New employees may not use accrued vacation until successful completion of their probationary period.

All unused vacation will be cashed out upon separation of employment, subject to any applicable VEBA provision in Article 10 section 4, and provided the employee has successfully completed probation.

ARTICLE 7 – HOLIDAYS

The following holidays shall be recognized by the City:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (last 4 hours of shift)	December 24
Christmas Day	December 25
* 2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 8 – MEDICAL BENEFITS

Section 8.1.

The Employer shall pay 100% of the monthly premium for coverage of Union employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200 medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the City loses the WellCity designation and 2% premium savings due to lack of participation by Union employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in

increments as described above. An employee's spouse shall be considered a dependent for purposes of this section. If the employee contribution for dependent medical premiums meets or exceeds 10%, either party may reopen Article 8.

- Medical - Association of Washington Cities
 - Regence HealthFirst \$250 Deductible Plan
 - Regence High Deductible Health Plan
 - Kaiser Permanente \$200 Deductible Health Plan
- Dental - AWC Trust (Plan F- Washington Dental Service) with Orthodontia Option III.
- Vision - AWC Trust (Western Vision Service Plan).

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the City will pay 100% of the monthly premium for Union employees and their enrolled dependents. In addition, the City will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

Employee Only	\$3,450
Employee + 1 dependent	\$3,900
Employee + 2 dependents	\$3,900
Employee + 3 or more dependents	\$3,900

HSA contributions will be paid on a monthly basis.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll him or herself as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per month, provided proof of alternate insurance coverage is provided. The City will pay all associated administrative and monthly fees.

The City and the Union each reserves the right to reopen Article 8 if a health insurance plan identified above is eliminated or if the City's contribution to the HDHP (including HSA) is greater than the Employer's contribution to the Regence HealthFirst \$250 Deductible Plan.

ARTICLE 9 – LEAVES

Section 9.1. Sick leave. Full-time employees shall accrue sick leave at the rate of eight

(8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of one thousand four hundred and forty (1,440) hours.

Section 9.2. Return to work. A verifying medical statement may be required when permitted under WAC 296-128-660; to assist the City in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

Section 9.3. Sick leave cash out. Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave up to the first five hundred (500) hours and thirty-five percent (35%) of unused sick leave in excess of five hundred (500) accrued hours shall be paid to all employees with five years or more of continuous City employment, subject to the VEBA provision in Article 10.4. For example, an employee with 800 hours of sick leave would be paid for 230 hours of sick leave. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 9.4. Use of sick leave. Sick leave may be used for the following:

- An absence resulting from an employee's personal mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care;
- An absence to allow an employee time 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 preventive medical care.
- When the 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.
- Absences covered by the Domestic Violence/Sexual Assault/Stalking Washington State law.
- Family Medical Leave Act ("FMLA") leave.
- Washington Family Care Act ("WFCA") leave.

For purposes of sick leave, a "family member" is defined as follows:

- “Child” means biological, adopted, foster, step, 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;
- “Parent” means biological, adoptive, foster, step, de facto, or legal guardian of an employee or the employee’s spouse or registered domestic partner (parent-in-law), or a person who stood in loco parentis when the employee was a minor child;
- “Spouse or Registered Domestic Partner” means legal husband, wife, or person registered in Washington State as a domestic partner;
- “Grandparent” means parent of a parent of an employee;
- “Grandchild” means child of a child of the employee; or
- “Sibling” means biological, step or adopted brother or sister.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day, unless there are mitigating circumstances. Employees using sick leave for a foreseeable purpose must provide notice at least ten (10) days in advance or as early as practical. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 9.5. Bereavement Leave. A regular full-time employee shall be granted up to five (5) days of leave without loss of pay because of death of an immediate family member. Leave over five days per death may be charged to sick leave at the employee’s option. For purposes of this section, immediate family member includes the employee’s parents, spouse, registered domestic partner, child, step-child, brother or sister, step-brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee’s home.

An employee may be granted up to three (3) hours of time off without loss of pay to participate in a funeral ceremony when first approved by the respective department head.

Section 9.6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to twenty-one (21) days for military leave during each year beginning October 1 and ending September 30.

Section 9.7. Jury Duty. Employees will be released from duty with pay while on jury duty, or while appearing as a legally required witness on behalf of the City or on behalf of a previous employer if approved by the City Administrator. Any jury duty or witness pay received by the employee during such leave shall be deducted from the employee’s base

pay. Any court-provided mileage reimbursement will not be deducted from the employee's base pay.

Section 9.8. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

Section 9.9. Paid Family Medical Leave. The City will pay the employer's share of the Washington State Paid Family Medical Leave premiums and employees will pay the employee's share via payroll deduction.

ARTICLE 10 – BENEFIT PLAN

Section 10.1. Statewide pension plan. The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.40.

Section 10.2. Substitute Social Security Plan. The City shall continue to provide and maintain a benefit plan as a substitute for Social Security benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A 401(a) plan for retirement income.

Section 10.3. Worker's Compensation. The City shall insure employees with the State Worker's Compensation Plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his/her regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments, he/she shall be permitted to use sick leave during the time lag, provided he/she promptly endorses time-loss payments for the period of the time lag to the City.

Section 10.4. Post Separation HRA-VEBA. The Union has adopted the HRA-VEBA plan ("Plan") by majority vote. The City shall contribute to the Plan on behalf of all eligible employees. An eligible employee is limited to employees who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The City's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation) accrued and available for cash-

out upon retirement from service per negotiated agreement or City policy. The bargaining unit may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken. Contributions to the HRA-VEBA will not exceed the Affordable Care Act excise tax threshold.

Section 10.5. Deferred Compensation. Starting on the effective date of this Agreement, regular employees with at least ten (10) years of continuous service to the Employer are eligible to receive contributions from the Employer into a deferred compensation (457) plan as follows: employees with at least ten (10) years of service but less than twenty (20) years of service are eligible to receive an Employer match of up to seventy-five dollars (\$75.00) per month; employees with at least twenty (20) years of service are eligible to receive an Employer match of up to one hundred dollars (\$100.00) per month. Employees are responsible for following the plan's procedural requirements and IRS contribution limits.

ARTICLE 11 – STANDBY PAY

An employee scheduled on standby shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay at his/her overtime rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on standby, compensation shall be computed according to Article 4 of this agreement.

Standby is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 12 – OUT OF CLASS PAY

Any supervisor who is placed in an acting appointment position, with prior approval of the City Administrator, for a minimum of two weeks, shall receive a pay increase of fifteen percent (15%) (not to exceed the incumbent's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the supervisor would receive a pay increase

of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the incumbent's actual pay) will be retroactive to the first day of the assignment.

ARTICLE 13 – RIGHT OF ACCESS-UNION REPRESENTATION

Section 13.1. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 13.2. The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Union meetings during the half hour of 7:30 a.m. to 8:00 a.m., which shall be indicated on employees' time sheets. Additional time may be determined as necessary and agreed to by both the City and the Union during regular working hours. A designated Union representative will be allowed to attend contract negotiations and other meetings between the Union and the Employer (e.g., grievance meetings and labor-management meetings) during normal work hours without loss of pay.

ARTICLE 14 – CITY RULES; MAINTENANCE OF CITY SERVICES

Section 14.1. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the City's departments and conduct of its employees. The Union agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. "Emergency" shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

Section 14.2. Maintenance of City services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of Union members in order to insure, in the City's immediate discretion, the safe maintenance of City services.

Section 14.3. Failure to comply with Section 14.2. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE 15 – GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One. The department head will respond to the Step One grievance within fourteen (14) calendar days.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the complainant's satisfaction, then the grievance may be presented to the City Administrator at Step Two within fourteen (14) calendar days of the Step One response. The Step Two grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the Step Two grievance, the City Administrator, assisted by Human Resources, shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the City Administrator shall send to the Union a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the Union and Employer are not able to resolve the grievance, the parties may request the assistance of the Public Employment Relations Commission mediation service.

Step Four - Arbitration.

A grievance may be submitted by the Union to arbitration by a written demand for arbitration delivered within thirty (30) calendar days following the decision rendered in Step Two. If the parties agree to utilize mediation at Step Three, the deadline for submitting a Step Four grievance shall be within thirty (30) calendar days following conclusion of the mediation process. Within thirty (30) calendar days after delivery of the demand for arbitration, the Employer and Union shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within fourteen (14) calendar days, either party may request a list of 9 arbitrators from the Public Employment

Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within thirty (30) calendar days following the conclusion of the arbitration hearing(s), unless otherwise agreed upon. Such decision shall be final and binding on both the Union and the Employer. The authority of the arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away there from. Each party shall be responsible for their own costs, including attorney's fees. The fees and costs of the arbitrator shall be borne equally between the Union and the Employer.

ARTICLE 16 – DISCIPLINE

Disciplinary action will be supported by just cause and will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to supervisors serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that a supervisor serving a promotional probation has the right to return to his/her former position as provided in Article 17 section 4. The right of return may be terminated only for just cause, which is subject to the grievance process. Written reprimands will be removed from an employee's personnel file, upon request, two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years.

Any employee subject to discipline shall be entitled to Union representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files to confirm the fact of disciplinary action as a step in the process of that progressive discipline has been followed. Internal investigation files will be retained in accordance with the Washington State Archivists retention schedule.

Section 16.1. Any employee, when being questioned by the employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Union representative (who must be reasonably available). The Union shall be solely responsible for representation expenses except as provided in Article 13.2. The Employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning

exceeds approximately one hour.

Section 16.2. Notice and Opportunity to Respond. Prior to issuing a written reprimand, or suspension without pay, demotion or discharge, the Employer shall provide the individual and the Union with the following:

- A. An opportunity to view and/or provided a copy of all materials which a part of or related to the investigation upon which the allegation(s) are based;
- B. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- C. What disciplinary action is being considered.
- D. An opportunity to respond to the allegation(s) verbally or in writing at a Pre-Disciplinary Meeting.

Section 16.3. Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) shall occur at a Pre-Disciplinary meeting conducted by the employee's supervisor and/or City Administrator, who shall have the authority to impose or to recommend the proposed disciplinary action. The Pre-Disciplinary Meeting shall be held no later than thirty (30) days after completion of the investigation, absent extenuating circumstances. Reasonable advance notice of this meeting, including its time and place, shall be given to the supervisor and the Union. This meeting shall be informal. The supervisor shall be given reasonable opportunity to be heard, to respond to the allegation(s), and to have the responses considered prior to the imposition of discipline.

Section 16.4. Union Representative. The supervisor may elect to have a Union representative, including legal counsel, present at the initial or subsequent interviews or at the Pre-Disciplinary Meeting, provided that the participation of a Union representative does not unreasonably delay the process. An "unreasonable delay" means any delay in excess of ten (10) business days.

Section 16.5. Employer's Decision. Within a reasonable timeframe, not to extend beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting absent extenuating circumstances, the Employer shall render a disciplinary decision.

ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES

Section 17.1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations and Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict,

this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations that includes wages, hours, or working conditions shall be approved by the Employer with Union input.

Section 17.2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

Section 17.3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall be paid at the step in the new range that represents an increase in salary of not less than 5%, provided such increase does not exceed the maximum step of the new range. An employee who is transferred from one position to another within the same salary range shall remain at the same step. An employee who is demoted to a lower salary range shall be paid at the step in the lower range that most closely matches the employee's current salary.

Section 17.4. Return. Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to "bump" another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the Union as to whether or not the position will be backfilled with temporary help during the 6-month probationary period.

Section 17.5. Any time a recruitment for a City position is posted externally, it may be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

Section 17.6. Probation.

- a. Duration. The probationary period for a new employee, a newly promoted employee, an employee who voluntarily demotes, or a transferred employee is a period of six (6) months. The probationary period may be extended by the City Administrator for up to an additional three (3) months with Union concurrence.
- b. Notification. Notification in writing, which states the reason for the extension, shall be provided to the probationer, with a copy provided to the Union and Human Resources.
- c. Conditions of Probation for Newly Hired Employees. During the probationary

period an evaluation shall be provided to the employee approximately two weeks prior to the end of the six (6) month probationary period. During the probationary period of a newly hired employee, the City Administrator may, with or without cause, dismiss an employee. The newly hired probationary employee is at-will and may be discharged or disciplined without cause or advanced notice. In such cases, the employee will have no right to grieve the discipline or discharge under this Agreement.

Section 17.7. Seniority. Seniority shall be established by length of service (hire date or rehire date) within a classification in a division with consideration of knowledge and skill level only when the length of service is equal. The Employer shall establish and provide to the Union a seniority list which shall be brought up to date and provided annually. The term "rehire" for purposes of this section means the rehire of an employee after separation from employment for any reason other than layoff.

ARTICLE 18 – PERSONNEL RECORDS

The Employer and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. The parties agree that the following procedure will be adhered to:

1. Whenever any disciplinary document is entered into an employee's personnel file, a copy of same shall be signed, acknowledging receipt only, and provided to the employee and the Union.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his/her personnel file for review of its contents at reasonable times and upon reasonable notice.
4. Human Resources shall take measures to assure that access to the employee's personnel file is restricted in compliance with the law.

ARTICLE 19 – UNIFORMS AND EQUIPMENT

Safety Equipment: At the time of employment, and as needed thereafter as determined by the City Administrator, safety equipment will be assigned as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, the Wastewater Treatment Plant Supervisor and the Public Works Superintendent will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, full time and regular part time employees receiving benefits, employees from the Planning, Building and Public Works Departments who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office may be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. safety shoes or boots (Not to exceed \$250 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser

3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the City Administrator and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform. Each employee eligible for safety shoe and boot allowance must notify their supervisor prior to the purchase of new safety shoes or boots.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy. Laundry equipment is available for Public Works Operations and Wastewater Treatment plant employees.

For non-office and non-clerical Public Works Operations employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 20 – VACCINATIONS

The Employer shall provide employees with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 21 – LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 22 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the City, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement.

Such rights include, but are not limited to, the following:

1. To establish the qualifications for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, method, and number of personnel needed to carry out City operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the City in an emergency;
10. To determine the City budget.

ARTICLE 23 – SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 24 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement 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 referred to, or covered in this Agreement.

ARTICLE 25 – TERM OF AGREEMENT

This Agreement is effective on the date it is ratified by both parties and shall continue in full force and effect to and including December 31, 2023.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ day of January 2022.

CITY OF GIG HARBOR

TEAMSTERS LOCAL 313

Tracie Markley, Mayor

Robert A. McDonald, Secretary-
Treasurer

Tony Piasecki, City Administrator

ATTACHMENT "A"

Supervisor Unit Salary Schedule 2021								
Steps	1	2	3	4	5	6	7	8
City Engineer	\$101,564	\$104,864	\$108,272	\$111,791	\$115,425	\$119,176	\$123,049	\$127,048
IT Manager	\$101,564	\$104,864	\$108,272	\$111,791	\$115,425	\$119,176	\$123,049	\$127,048
Building Official / Fire Marshal	\$97,239	\$100,399	\$103,662	\$107,031	\$110,509	\$114,101	\$117,809	\$121,638
Parks Manager	\$90,175	\$93,105	\$96,131	\$99,256	\$102,481	\$105,812	\$109,251	\$112,802
Principal Planner	\$90,175	\$93,105	\$96,131	\$99,256	\$102,481	\$105,812	\$109,251	\$112,802
Tourism & Communications Director	\$87,958	\$90,817	\$93,768	\$96,816	\$99,962	\$103,211	\$106,565	\$110,029
Court Administrator	\$87,288	\$90,125	\$93,054	\$96,078	\$99,201	\$102,425	\$105,754	\$109,191
PW Superintendent	\$86,835	\$89,657	\$92,571	\$95,579	\$98,686	\$101,893	\$105,205	\$108,624
WWTP Superintendent	\$86,835	\$89,657	\$92,571	\$95,579	\$98,686	\$101,893	\$105,205	\$108,624