

# **A G R E E M E N T**

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Teamsters Union**



**And**

**CITY OF AUBURN (OUTSIDE UNIT)**

**Term of Agreement**

**January 1, 2023 - December 31, 2025**



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

## NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

**EXHIBIT A**

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF AUBURN**

**AND**

**TEAMSTERS UNION LOCAL NO. 117**

**OUTSIDE UNIT**

**JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

This Agreement is between the City of Auburn (hereinafter called the "City") and the Teamsters Union Local No. 117 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties as to conditions of employment for those for whom the City recognizes the Union as the collective bargaining representative.

## TABLE OF CONTENTS

ARTICLE 1	Recognition and Bargaining Unit	3
ARTICLE 2	Union Membership and Dues Deductions	3
ARTICLE 3	Union Activities	4
ARTICLE 4	Nondiscrimination	5
ARTICLE 5	Hours of Work	5
ARTICLE 6	Probationary Periods	8
ARTICLE 7	Classifications And Minimum Rates Of Pay	8
ARTICLE 8	Working Out Of Classification	9
ARTICLE 9	Holidays	9
ARTICLE 10	Vacations	10
ARTICLE 11	Health and Welfare	12
ARTICLE 12	Retirement	13
ARTICLE 13	Jury Duty	13
ARTICLE 14	Sick Leave	13
ARTICLE 15	Bereavement Leave	16
ARTICLE 16	Education Incentive and Training	16
ARTICLE 17	Grievance and Arbitration Procedures	17
ARTICLE 18	Seniority	18
ARTICLE 19	Management Rights	21
ARTICLE 20	Work Stoppages	21
ARTICLE 21	Bulletin Boards	22
ARTICLE 22	Savings Clause	22
ARTICLE 23	Amendments to the Agreement	22
ARTICLE 24	Entire Agreement	22
ARTICLE 25	Uniforms	23
ARTICLE 26	Labor Management Committee	23
ARTICLE 27	Snow & Ice Removal, & Emergency Procedure	23
ARTICLE 28	Automatic Vehicle Location (AVL)	24
ARTICLE 29	Longevity Pay	24
ARTICLE 30	Washington Paid Family & Medical Leave	24
ARTICLE 31	Long-Term Services & Support Trust Program	25
ARTICLE 32	Disclosure of Personnel File Information	25
ARTICLE 33	Terms of Agreement	25
APPENDIX A	Teamster Wages	26

## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

The City hereby recognizes the Union as the sole exclusive collective bargaining representative of all full-time employees and all regular, part-time employees who work in the following departments and/or divisions: Building Maintenance, Custodians, Cemetery, Equipment Rental, Golf Course, Parks Maintenance, Sanitary Sewer, Streets, Vegetation, Water, and Storm Drainage.

A regular, part-time employee shall be defined as an employee hired by the City to work thirty (30) or more hours, but less than forty (40) hours per week on a continuous, regularly scheduled annual basis.

Variable-hour, seasonal employees, and part-time, benefitted employees with less than eighty (80) hours in a month, supervisors, confidential, professional, protection employees, and employees engaged in training and instruction for management positions shall be excluded from the bargaining unit. Non-benefitted employees shall be used and defined per City Policy 200-23. Non-benefitted employees shall not be used to supplant the regular employee workforce.

## **ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTIONS**

Section 1. All employees working in the bargaining unit shall have the right to become a member of the Union.

Section 2. The City agrees to deduct from the paycheck of each employee, who has so authorized it in writing, the initiation fee and regular monthly dues uniformly required of members of the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved.

Section 3. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union. Every effort will be made to end the deduction effective on the first (1<sup>st</sup>) payroll, but not later than the second (2<sup>nd</sup>) payroll, after the City's receipt of the notification by the Union of the employee's revoked authorization.

Section 4. The Union agrees to defend and indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The City will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article.

Section 5. D.R.I.V.E. The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the City of the amounts designated by each contributing employee and/or changes to the amounts that are to be deducted from their paycheck each pay period for which the employee worked and earned a wage or notify the City of the discontinuation of the voluntary contribution. The voluntary contributions, changes in the amounts of the voluntary contributions, or the discontinuation of the voluntary contributions to

D.R.I.V.E will be made as soon as practically possible from the employee's paycheck, but no later than thirty (30) days upon receipt of the amounts designated by each contributing employee from D.R.I.V.E.

The City will send, on a bi-monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. No authorization and/or deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the payroll deduction plan.

Section 6. New Hire Orientation. The Union Representative shall have up to sixty (60) minutes, during an employee's first week of employment, to meet with newly hired employees covered by this CBA for the purposes of filling out Union paperwork and orienting the employee to the Union membership. The sixty (60) minutes shall be at a mutually agreeable time between the City and the Union.

### **ARTICLE 3 - UNION ACTIVITIES**

Section 1. The Business Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this Agreement may be working for the purposes of investigating grievances, or observing working conditions, provided such representative does not interfere with the normal work processes, and upon providing prior notification to the City. No Union member or officer shall conduct any Union business on City time and no Union meetings will be held on City time or premises without prior notification.

Section 2. The City agrees that the employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union, so long as these activities do not interfere with normal work processes of the City. It shall not be a violation of this Agreement, or cause for discharge, for any employee to refuse to cross a lawful primary picket line in the performance of their duties provided that: 1) the picket line has been approved by Teamsters Local Union No. 117 and, 2) employees shall be required to serve a customer that is not the object of the picketing. The employees will, however, cross picket lines to service emergency situations. The Union recognizes that the City may have an obligation, which may require services to be performed, which may not be of an emergency nature, but is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. It is further agreed that the Union shall not interfere with the City performing the service by other means. It is understood that any Union employee willfully ignoring this provision removes themselves from the protection afforded above.

Section 3. Just Cause. The City reserves the right to discipline, discharge, or suspend any employee in its employ for just cause. An employee who has been discharged may protest the discharge to the Union. An employee who has been discharged and the Union may protest the discharge to the City in writing within five (5) working days of the date of discharge if the employee considers the discharge was not for cause. If the dispute is not resolved between

the parties within five (5) working days following such protest, the grievance procedure may be used as provided in this Agreement.

Section 4. If the employee desires Union representation at disciplinary hearings, they shall notify the City at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall acknowledge such in writing. If disciplined, the employee(s) also have the right to submit a rebuttal statement, which shall be maintained in the personnel file with the discipline.

Section 5. The employer will allow such members of the Union as designated by the Union, not to exceed three (3), leave from duty without loss of pay for the purposes of direct participation as members of the Union negotiation team in labor negotiations with the City of Auburn. Additional members may be designated by the Union. If requested by the Union, the Employer shall approve paid release time for additional members (beyond 3) to attend negotiation sessions for members who are scheduled to work on days negotiations are being conducted. For additional members (more than 3), the Employer shall bill the Union, and the Union shall reimburse the Employer of the cost of the paid release time utilized by the Union team members.

#### **ARTICLE 4 - NONDISCRIMINATION**

The City and the Union agree to promote and afford equal employment opportunity to all persons regardless of race, creed, color, ethnicity, national origin, sex, age, marital status, sexual orientation, sexual identity or expression, or the presence of non-job-related physical, sensory, or mental /disability.

#### **ARTICLE 5 - HOURS OF WORK**

Section 1. Management may establish regular work schedules for the members of the bargaining unit, such that the working hours for the employees shall be equivalent to forty (40) hours per week. The normal workday, established by management, may be up to ten (10) hours exclusive of the lunch period. The normal workweek for full-time employees shall be on consecutive days of not less than eight (8) hours per day exclusive of lunch period. Work schedules may be established in those departments requiring a seven (7) day per week operation and in the event of emergencies as determined by the City.

The normal work week for regular, part-time employees will be between thirty (30) hours and up to thirty-nine (39) hours per week.

Section 2. Voluntary time worked in excess of the employee's normally scheduled shift or forty (40) hours in any one workweek, pursuant to the Fair Labor Standards Act, shall be considered overtime, and shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay. Overtime will begin at the completion of forty (40) hours worked or at the end of the employee's shift. The normally scheduled first day of the week shall serve as the beginning of the regular forty (40) hour workweek. Overtime shall be paid based on hours worked only, except as defined in Article 9, Holidays, Section 4.

Voluntary scheduled overtime shall be assigned, subject to seniority and employee qualifications, as determined by the City, to perform the work. In the event of scheduled overtime, qualified employees will be asked to volunteer for such, and assignment of the overtime will be in order of seniority and qualifications, with the most senior employee being offered the work first. If an insufficient number of employees volunteer for scheduled overtime, mandatory overtime will be assigned to qualified employees, with the least senior employee being mandated to work overtime.

Section 3. Overtime shall first be offered to regular employees based on seniority and qualifications within the work unit, as defined in Article 18, prior to any offer or assignment of overtime to other employees within the department or temporary employees. Provided, however, it is understood that on those rare and unforeseen occasions that a task or job assignment causes a temporary employee to work beyond the scheduled workday and into an extended day, overtime period of a short duration shall not be considered a violation of this provision. Continued or frequent violations of this principle shall be considered a violation of the Agreement and subject to the grievance procedure. It is further understood that the supervisor will make every effort to avoid assignment of such tasks that may prompt the need for extending a temporary employee's workday into overtime.

Section 4. Callback. Employees called back to work shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they are called back, or actual hours worked, whichever is greater. Should an employee be called back during the initial three (3) hours of call back, and the employee is still away from home, the Employer shall not pay an additional three (3) hour minimum. The minimum three (3) hour callback shall occur again if the employee has already returned home. A callback shall be defined as hours worked which are not annexed consecutively to one end or the other of the working day.

Section 5. Telecommute Response. An employee who answers a phone call and/or is required to conduct City business, but does not physically come into work, shall receive a minimum of one (1) hour pay at the overtime rate. If the employee performs duties multiple times within that one (1) hour, the employee will still only receive the minimum of one (1) hour pay at the overtime rate. Employees who are on standby as outlined in Section 6, shall receive telecommute response pay in addition to standby pay if the employee answers a phone call and is not required to physically come into work.

Section 6. Standby. The City reserves the right to place employees on mandatory standby. The purpose of standby duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone or by onsite inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if callback should occur; and to keep appropriate records.

Qualified, bargaining unit employees who volunteer for standby duty shall be added to the weekly assignment rotation list. If such volunteers are unable to fill the need for standby duty, as determined by management, and all eligible employees within the work unit have refused voluntary standby, standby shifts will be offered by qualifications and seniority to the remainder



of the department. Should this process fail to fill all open standby shifts, the City may assign mandatory standby and place qualified employees on standby duty by reverse seniority with the least senior employee being mandated from the originating work unit. Any employee who wishes to be removed from volunteer standby duty shall give two (2) weeks' notice, except in cases of emergency. The remaining assigned standby weeks will be available for bid to all qualified, bargaining unit employees and reassigned based on seniority in the same manner the annual standby bid was conducted. Additionally, if an employee changes divisions and is no longer in the same standby pool the same process will be utilized.

Employees that are on a Performance Improvement Plan (PIP) or have not obtained required certifications per their job description are not eligible to be on standby. Employees not meeting the qualifications for mandatory standby within their division will be given the opportunity for cross-training upon written request to their division supervisor. Arrangements for cross-training will be completed as timely as possible based on operational considerations.

A schedule for mandatory standby will be posted as soon as practically possible but not less than one (1) week in advance unless there is an unforeseen emergency based on operational need. Employees on mandatory standby must be able to be onsite within sixty (60) minutes of receiving a call out. For this purpose, employees may be issued a cell phone and are responsible for responding if called out.

Employees may request trade of standby duty less than twenty-four (24) hours in advance but there is no guarantee of approval.

Qualified employees on standby may be required to carry a cell phone and be able to respond immediately to callback situations without restrictions or impairments. Qualified employees will receive standby pay at the rate of three dollars (\$3.00) per hour. The employee will receive standby pay for all hours outside of their regularly scheduled shift, for days so assigned, except for those hours that the employee is on their flex day off and other employees are working. In the event an employee who is on standby duty is called out, they shall be compensated in accordance with Section 4 and/or Section 5.

Section 7. Employees required by the City to attend defensive driver training shall be compensated for actual time in attendance in accordance with RCW 49.46, Section 3.

Section 8. Payment for authorized overtime hours worked shall be paid or compensatory time earned, at the employee's option. This option shall be exercised at the time earned, without the option to change the decision once it is made. Compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, provided that the maximum allowable accrual shall be eighty (80) hours of compensation.

Section 9. Employees shall be allowed a meal period of at least thirty (30) minutes which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. Lunch periods are considered unpaid time unless the employee is required to perform their duties at any time during their lunch period. For each additional four (4) hours of overtime increments within one specific workday, the employee shall receive an additional meal period of one half (1/2) hour.

If employees are approved and required to work by a supervisor and/or manager through a meal period, they shall be compensated at two (2) times the employee's hourly rate for the missed meal period that will be received as either paid out overtime or compensatory time.

Section 10. Rest Periods. Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in the workday.

## **ARTICLE 6 - PROBATIONARY PERIODS**

Section 1. All newly hired employees will serve a twelve (12) month probationary period. If, within the twelve (12) month probationary period, the employee is not able to perform their duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protatable and non-grievable under the provisions of Article 3, Section 3, and Article 18 of this Agreement.

All employees promoted or transferred in need of obtaining a CDL to fulfill a job requirement will serve a twelve (12) month probationary period. If, within the twelve (12) month probationary period, the employee is not able to perform their duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protatable and non-grievable under the provisions of Article 3, Section 3, and Article 18 of this Agreement.

All other promoted or transferred employees will receive a six (6) month probationary period. If, within the six (6) month probationary period, the employee is not able to perform their duties to the satisfaction of the City and is terminated from this position, then the termination is both non-protatable and non-grievable under the provisions of Article 3, Section 3, and Article 18 of this Agreement.

## **ARTICLE 7 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

Section 1. Employees covered by this Agreement shall be compensated as set forth in Appendix "A".

Section 2. Employees will be paid on the 8<sup>th</sup> and 23<sup>rd</sup> of each month, unless one of these days happens to be a weekend or holiday. If the regularly assigned pay date falls on a weekend or holiday, the employee shall be paid on the first working day preceding the weekend or holiday.

Section 3. When an employee who possesses a CDL, whose work does not normally require the use of the CDL, is assigned to perform work that requires the use of the CDL for more than one (1) hour, the employee shall be paid for each hour they are required to use the CDL at the corresponding Maintenance Worker 21A step, if they are a Maintenance Worker I, or the corresponding step at the Maintenance Worker 22A level, if they are a Maintenance Worker II.

## **ARTICLE 8 - WORKING OUT OF CLASSIFICATION**

When an employee is assigned by the Division Manager or Department Director to perform the skills and scope of duties of a higher classification for a period of more than four (4) hours in any one shift before returning to their regular duties, such employee will be paid at a pay rate that ensures the approximate equivalent of at least a one-step pay increase. If the Employee works beyond the four (4) hours, both the preceding four (4) hours and the hours following shall be paid at the acting pay rate.

In the event that an employee is assigned by the Division Manager or Department Director to work on a temporary basis in a position of higher classification to fill a vacancy or to act on behalf of an absent supervisory employee, for more than two (2) days in a row, the employee will be paid at a pay rate that ensures the approximate equivalent of at least a one (1) step pay increase. In the event of a planned absence such as a vacation or scheduled time off, the employee in the acting pay status shall receive the acting pay from the first day of the supervisor's absence (or other higher classified position such as a grade 23 level position). In the event of an unplanned absence, the employee will be placed in the acting pay status beginning the third day of the absence and the acting pay shall be retroactive to the first day. If the supervisor's (or other higher classified position such as a grade 23 level position) absence does not go beyond the second day, no acting pay will be implemented.

All out of classification pay or acting pay proposals must be reviewed and approved by the Mayor and the Human Resources Director, or designee. Such pay will be documented on the employee's Personnel Status Report (PSR) along with the beginning and ending dates of the assignment for each assignment.

In either of these situations the Division Manager or Department Director must have the approval for the out of class pay or acting pay in advance, except where there is an emergency situation in which case the acting pay may be granted at the time of the emergency as deemed necessary or as soon after the fact as the approving authority can be notified. Nothing in this Article shall be construed to limit or prevent the City from assigning out of classification or acting pay in a manner that it deems necessary for the operations of the City.

## **ARTICLE 9 - HOLIDAYS**

Section 1. The following holidays shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin L. King Jr.'s Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Native American Heritage Day
Juneteenth	Christmas Day
Independence Day	Two (2) Floating Holidays

The day of observance of the above holidays shall be the days specified by City ordinance. If any one of the above holidays falls on a Sunday, the following Monday shall be the holiday. If it falls on Saturday, the preceding Friday shall be the holiday.

A holiday shall be defined as eight (8) hours. Floating holidays are accrued on a prorated basis for part-time, regular employees

Employees on a 9/80 schedule shall not be required to utilize vacation pay to make up the one (1) hour difference on holidays. The employee may elect to take leave without pay to make up that one (1) hour at their own discretion.

Section 2. For bookkeeping purposes, Floating Holidays shall be treated as vacation days, subject to the same notice and approval procedures applicable to vacation leave. Floating Holidays must be taken during the calendar year.

Section 3. Employees performing work on any of the above holidays shall receive the holiday pay specified above plus compensation for actual time worked at the overtime rate with a minimum of three (3) hours.

Section 4. When a recognized holiday falls prior to a Saturday and an employee volunteers to work the Saturday for the purposes of setting up special events in association with a holiday celebrated or observed on the Saturday, or for other scheduled work deemed necessary to the City as determined by management, the employee shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay for hours worked. This language also applies to employees who would work a Saturday following a recognized holiday to set up for a recreational, sports, cultural event, or other work deemed necessary to the City as determined by management. Employees working in the Cemetery Division who are working a Saturday following a holiday for the purpose of a burial shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay for hours worked. Employees who are regularly scheduled to work Saturdays as a normal day of work (i.e., Thursday through Tuesday schedule or variation) shall receive straight time pay in this situation.

Two (2) hours per day or routine setup maintenance at the Golf Course shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on weekends following Holidays, except from April through October of each year, when up to four (4) hours of routine setup maintenance shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on weekends following Holidays.

Other scheduled work at the Golf Course or Cemetery deemed necessary by the City, above and beyond the routine setup maintenance at the Golf Course and burials at the Cemetery, shall also be paid at the rate of one and one-half (1 ½) times the straight time rate of pay on Saturdays following Holidays.

## ARTICLE 10 - VACATIONS

Section 1. Annual vacations with pay shall be granted to eligible employees on the following basis: for service less than one (1) year, vacation leave credit shall accrue at the rate of one

(1) eight-hour working day for each month of continuous service commencing from the date of most recent employment with the City. For continuous service of more than one (1) year, vacation leave credit shall accrue at the following rate:

1 through 4 years of continuous service	96 hours per year
5 through 9 years of continuous service	120 hours per year
10 through 14 years of continuous service	144 hours per year
15 through 19 years of continuous service	168 hours per year
20 through 24 years of continuous service	192 hours per year
25 years or more of continuous service	208 hours per year

An employee who terminates employment during the initial ninety (90) days of employment shall not be entitled to annual vacation leave.

Section 2. Regular, part-time employees who are regularly employed for a period of more than one hundred and twenty (120) hours a month for more than one hundred twenty (120) calendar days in a year shall be granted vacation leave credit on a pro-rata basis in proportion to hours worked.

Section 3. Each employee may accumulate up to two (2) years of their vacation accrual. However, vacation time accrued in any month which exceeds two (2) years accrual will be lost if not used in the month earned.

Section 4.

- a. Vacation leave shall be scheduled at a time mutually agreed upon between the Department Director, or designee, and the employee.
- b. Annual vacation leave scheduling shall begin in January each year and shall be completed by January 31<sup>st</sup> each year. Annual vacation scheduling will be in order of seniority within each work unit as defined by Article 18. Each employee will be allowed to schedule one (1) continuous block (one or more continuous days) of vacation at a time. Then the next most senior employee in that division will schedule their first block of annual vacation. Once all employees have scheduled their first block of annual vacation, the process continues with the most senior employee until all requested vacation is scheduled. This section does not preclude employees requesting blocks of vacation after January 31<sup>st</sup> each year.
- c. Changes to initial vacation scheduling (January 1<sup>st</sup> through January 31<sup>st</sup>) or requests for a block of three (3) or more separate vacation days may be granted with five (5) working days' notice, as long as the request is received within the first hour of the shift on the first day. For one (1) or two (2) vacation days, requests may be granted with a minimum of two (2) working days' notice.
- d. The number of employees who can be gone at one time and the days selected shall be determined after the Employer has considered the requests of all the employee(s) and needs of the division.

Section 5. Employees who have completed ninety (90) days or more of continuous service and are separated from employment shall be entitled to payment for vacation leave not taken that has accrued to the date of separation. In the event of the death of an employee in active service with the City, accrued vacation leave that has not been taken shall be paid in the same manner that salary due the decedent is paid for any vacation leave earned in the preceding year and in the current year and not taken prior to the death of such employee.

## **ARTICLE 11 - HEALTH AND WELFARE**

Section 1. Effective January 1, 2023, based on December 2022 hours and each month thereafter, the City agrees to pay one hundred percent (100%) of the premiums for eligible employees and their dependents to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month for the following:

- Teamsters Medical Plan "A" (with domestic partner)
- Teamsters Vision Plan EXT (with domestic partner)
- Teamster Dental Plan A (with domestic partner)

The City agrees to pay one hundred percent (100%) of the premiums for eligible employees for the following healthcare programs:

- Standard Life Insurance (\$10,000 death benefit)
- Long-term disability insurance through the Standard Insurance Company

The parties agree after January 1, 2015, that if the Teamsters Medical plan cost with the additional three-quarter percent (0.75%) contribution into VEBA exceeds the cost of the City's medical plan, the parties will reopen negotiations exclusively to discuss the medical plan options. The intent of this paragraph is to provide the City with the most cost-efficient plan currently available to the group. As long as employees are on the Teamsters Medical Plans, the City agrees to contribute an additional three quarters of a percent (0.75%) of the employee's semi-monthly base salary into the HRA/VEBA for a total of two and three quarters of a percent (2.75%). For the purposes of this Agreement, it is understood that if the employees do not have the Teamsters medical plan, they will not receive the additional three quarters of a percent (0.75%) VEBA contribution.

Section 2. Payments required under any of the foregoing provisions shall be made on or before the fifteenth (15<sup>th</sup>) day of the month and in the event the Trusts are required to take legal action to collect any City contribution due under this Agreement, the City shall be liable for all necessary legal and court costs.

Section 3. HRA/VEBA Medical Retirement Plan. The City will contribute two percent (2.0%) of the employee's semi-monthly base salary into an HRA/VEBA and the employees will contribute one percent (1%) of the employee's semi-monthly base salary. If either party reopens this Article pursuant to Section 1, all contributions to the VEBA plan will cease after December 31, 2021. In that event, effective January 1, 2022, the City will contribute two

percent (2%) of base pay period salary into deferred compensation. Furthermore, the additional three quarters of a percent (0.75%) will also be contributed into deferred compensation, as long as the Teamsters medical plan costs, with the additional three quarters (0.75%), costs the City less than City's medical plan.

For the life of this Agreement and as long as employees are on the Teamsters Medical Plans, the City agrees to contribute an additional three quarters of a percent (0.75%) of the employee's semi-monthly base salary into the HRA/VEBA for a total of two and three quarters of a percent (2.75%), with the exception of the aforementioned ACA provisions.

Section 4. The City and the Union agree to be bound by the provisions of the Agreement and declaration of Northwest Administrators, Inc. and agree that the trustees of that trust shall act as trustees on their behalf for the Teamsters Vision and Dental plans.

## **ARTICLE 12 - RETIREMENT**

Eligible employees shall be covered under the Public Employees' Retirement System.

## **ARTICLE 13 - JURY DUTY**

Time off with regular pay will be granted for jury duty. In order to be eligible for regular pay, the employee must furnish a written statement from the appropriate public official showing the dates and time served. The employee must give the Department Director, or designee, prompt notice of call for jury duty. Employees shall be required to report for work for any major portion (more than two (2) hours), of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. If less than two (2) hours of a shift remains, the employees will contact their supervisor for direction.

## **ARTICLE 14 - SICK LEAVE**

Section 1. A uniform sick leave plan shall be granted to eligible employees. Benefited, non-exempt employees have two (2) sick leave banks, the Washington Paid Sick Leave (WPSL) was established per State statute (see RCW 49.46.210), the Regular Sick Leave Bank (RSL) is a flat accrual of one point eight four (1.84) hours per pay period. Per RCW 49.46.210, employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked (e.g., fifty-two (52) hours annually for a full-time employee), non-inclusive of overtime. Instead of accruing leave through the year, the non-exempt employees shall have the WPSL "frontloaded" into their WPSL bank twice during the year – during the January 1<sup>st</sup> pay period and during the July 1<sup>st</sup> pay period. New hires shall have their WPSL bank prorated based on the date of hire. If an employee earns more hours that were frontloaded (due to working overtime, etc.,) the hours will be added to the new frontloaded deposit or within thirty (30) days of the discovery of additional accrued hours, whichever is sooner. A maximum of up to forty (40) hours of WPSL shall be carried forward into the new calendar year. Any unused WPSL above forty (40) will be transferred to the employees RSL bank.

Sick leave shall accrue, beginning on the date of hire, at the rate of one point eight four (1.84) hours per pay period of continuous service for non-exempt, full-time employees. Unused sick

leave shall continue to accumulate; however, sick leave is accumulative to a maximum of nine hundred sixty (960) hours. Sick leave credit may be used for time off with pay for bona fide cases of incapacitating sickness or injury, for the period of disability resulting from pregnancy or childbirth, or in accordance with the federal Family and Medical Leave Act (FMLA) or Washington Family Care Act. Abuse of sick leave shall be subject to discipline. Regular, part-time employees working less than forty (40) but more than thirty (30) hours per week shall accrue sick leave proportionate to hours worked.

Section 2. A verifying statement from the employee's physician may be requested by the City, at its option, whenever an employee claims sick leave for three (3) consecutive days or longer, or if the City suspects sick leave abuse.

Section 3. As soon as possible, but before the scheduled starting time, where circumstances permit, employees incapacitated by illness or injury shall notify their immediate supervisor that they will not report for duty. Failure to do so may result in loss of paid sick leave for that day. During periods of extended illness, employees shall keep their supervisors informed as to their progress and potential date of return to work. At no time shall a supervisor inquire as to the employee's diagnoses. When an employee calls in, they shall indicate that they are taking sick leave and indicate whether the sick leave is for a family member or the employee.

Section 4. In the event of injury or illness for which an employee receives Workers' Compensation, the employee shall be permitted to use accrued sick leave to supplement any time loss payment, proportionately, to make up any difference between the amount of the time loss check and the employee's regular, semi-monthly paycheck (keeping the employee "whole"). If the total amount of sick leave payments plus time loss payments exceeds the employee's regular, semi-monthly wage, the employee shall be required to "buy back" their used sick leave by submitting to the City time loss payments.

Section 5. An employee may use up to twelve (12) workweeks of leave each year in accordance with the provisions of the federal FMLA and Washington State Family Care Act. The City uses the "rolling" twelve (12) month calendar method.

In situations not covered by FMLA, as shown in Section 6, and upon approval of the Human Resources Director, an employee shall be granted sick leave for illness in the immediate family that requires their presence. Immediate family shall be defined per Policy 200-65A.

Section 6. An employee may use up to twelve (12) workweeks of leave each year in accordance with the provisions of the FMLA as follows:

An employee who has worked for the City at least twelve (12) months, including at least 1250 hours in the last twelve (12) months, may be entitled to twelve (12) workweeks of paid/unpaid leave in any twelve (12) month period (1) to care for a newborn, newly adopted child, or newly placed foster child; (2) to care for a child, parent, or spouse who has a serious or terminal health condition; or (3) to attend to a personal serious health condition.

An employee must give the department head, or designee, at least thirty (30) days written notice by completing a "Leave Request Form" in advance of the anticipated date of the leave



is to begin: fourteen (14) days' notice for a leave due to a child's terminal illness. If the employee is unable to give the required notice, notice must be given, in writing as soon as possible.

While on FMLA, the employee must use all accrued, but unused leave including sick leave, vacation, compensatory time, and any other paid leave accrued prior to using unpaid leave. Use of the above paid leave applies toward the twelve (12) workweek entitlement and is not in addition to the entitlement. Upon return from the leave, the employee is entitled to return to the same position held when the leave began unless the position would have been eliminated had the employee not been on leave.

Care for a newborn, newly adopted child, or newly placed foster child: FMLA leave must be taken within twelve (12) months of the birth, adoption, or placement of a child. If both parents are employed by the City, each parent is entitled to a total of twelve (12) workweeks of paid/unpaid leave under this paragraph.

In the case of maternity/paternity leave, any leave taken prior to the birth of the child for prenatal care, or inability to work prior to the actual birth, will be assessed towards the twelve (12) workweek period. Time loss due to disability prior to, or following, giving birth will be assessed towards the twelve (12) workweek period.

Intermittent or reduced leave for birth or placement for adoption or foster care of a child may only be taken with the Human Resources Director's, or their designee's, approval. Certification by a healthcare provider may be required.

Care of a child, parent, or spouse who has a serious or terminal condition, or to attend to a personal serious health condition: Certification and/or second or third opinions by a healthcare provider may be required for leave approval if absence is for a personal serious health condition. Recertification may be required every thirty (30) days. If absence is for a personal serious health condition, a fitness for duty certificate signed by the consulting physician may be required upon return from leave. The City shall pay all cost associated with the employer requiring the employee to obtain a fitness for duty certification when the additional opinions are a recommendation of the City.

Section 7. Upon retirement or termination in good standing (not terminated for cause), the employee shall be reimbursed at the current rate of pay for unused accrued sick leave up to a maximum of nine hundred sixty (960) hours in accordance with the following schedule based on continuous years of service:

<u>Upon Completion Of Years of Service</u>	<u>Percent of Accrued Unused Sick Leave</u>
25 years and over	100%

This reimbursement shall be contributed into VEBA. Employees hired after January 1, 1993, shall not be eligible to receive any cash payment for accrued sick leave at separation of employment for any reason.

Section 8. When an employee has accumulated nine hundred sixty (960) hours, sick leave shall continue to accumulate at the normal rate of four (4) hours per pay period until the end of the calendar year at which time all sick leave accumulated by the employee in excess of nine hundred sixty (960) hours shall be paid at twenty-five percent (25%) of the employee's then hourly rate, which will be cashed out.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

Upon approval of the Department Director, or designee, employees shall be allowed up to three (3) days leave, with pay for death in the immediate family. Should special circumstances exist, the employee may use up to three (3) days of sick leave in addition to the bereavement leave upon approval of the Department Director. If additional time is necessary, it shall be taken as vacation, or unpaid leave, if vacation has been exhausted. Immediate family shall include only father, father-in-law, mother, mother-in-law, spouse, state-registered domestic partner, grandparents, grandparents-in-law, brother, brother-in-law, sister, sister-in-law, children of the employee, stepchildren, grandchildren, persons for whom the employee is the legal guardian, or situations of loco parentis (in the place of a parent).

## **ARTICLE 16 - EDUCATIONAL INCENTIVE AND TRAINING**

Section 1. Educational Classes. Tuition reimbursement will be in accordance with the City's Tuition Reimbursement Policy #200-50.

Section 2. Commercial Driver License. The City shall provide time for the employee to complete the required training. The City shall supply a vehicle for the DOL testing and will pay for the first written and driving exam fee. If the employee does not successfully pass the written or driving exam the first time, it will be the employee's responsibility to pay for retesting. The City will pay for the renewal of the CDL endorsement and the required CDL Health Certificate, unless paid for by the City's insurance.

Section 3. Certifications.

- A. Renewal Fees for Certifications, Licenses, or Registration. When a certificate, license, or registration is required by the City or the State as a condition of employment, the City shall pay for the renewal of such certificate, registration, or license, with the exception of a Washington State Driver's License.
- B. Certification Premium. Employees who obtain a required certification shall receive a three percent (3%) premium over their regular hourly wage rate for all hours worked requiring that certification.

Section 4. Vaccinations. Employees whose job responsibilities include exposure to potential hazards, including communicable disease, will be provided voluntary access to relevant and applicable vaccines, including but not limited to, Hepatitis and COVID-19, upon request. The Employer shall provide paid time-off work as to actually receive the administration of the

vaccination. Employees shall use eligible leave for any adverse effects unless the vaccination is a requirement of employment.

## **ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Union concerning the interpretation or application of this Agreement. Any alleged grievance shall be taken up by the employee with their supervisor within ten (10) working days of the occurrence. The above parties agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply.

Step 1. If the grievance is not resolved to the satisfaction of the grievant within ten (10) working days from the time of the meeting between the employee and the manager/supervisor, then the grievance may be presented to the division manager, or supervisor in units without a division head, in writing setting forth the detailed facts concerning the nature of the grievance, the contractual provision alleged violated, and relief sought. Upon receipt of the written grievance, the division manager/supervisor shall, within ten (10) working days, meet with the grievant, a representative from Human Resources, and Union representative in an attempt to resolve the grievance.

Within ten (10) working days after such meeting, the division manager shall set forth their answer in writing with a copy to the employee, Union, and Department Director.

Step 2. If the grievance is not resolved in Step 1, the employee and/or the Union shall submit a written notice to the Human Resources Director, or designee, moving the grievance to the Step 2 within ten (10) working days of the receipt of the division manager's decision. A meeting shall be held within ten (10) working days of receipt of the written notice between the employee, Human Resources Representative, Union representative, and the Department Director. Within ten (10) working days after such meeting, the Department Director shall reply in writing to the grievance with a copy to the employee, Human Resources Director, Union, and Mayor.

Step 3. If the grievance is not resolved as provided in Step 2, the employee and/or the Union shall submit a written notice to the Human Resources Director, or designee, moving the grievance to the Step 3 within ten (10) working days of the receipt of the Department Director's decision. A meeting shall be held within ten (10) working days between the employee, Human Resources representative, Union representative, and the Mayor. Within ten (10) working days after such meeting, the Mayor shall reply to the grievance. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Step 4. If the difference or complaint is not settled in Step 3, the grievance may be submitted to an arbitrator within thirty (30) calendar days after decision in Step 3 as hereinafter provided. The expenses and fees incumbent to the services of an arbitrator shall be equally shared by the City and Union. Upon receipt by either the Union or Employer of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the Employer and the Union shall attempt to agree upon an arbitrator.

In the event no agreement has been reached on the selection of an arbitrator within fourteen (14) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified and approved arbitrators from Washington and Oregon. The arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. A coin toss shall determine which party strikes first.

The decision of the arbitrator shall be rendered in writing within thirty (30) working days after the close of the hearing and such decision shall be final and binding on all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the set terms of the Agreement, nor shall such decision create a basis for retroactive adjustments. The arbitrator's decision shall be consistent with federal and state employment laws and regulations, including the National Labor Relations Act.

### **ARTICLE 18 - SENIORITY**

Section 1. The term "seniority unit" as applied in this Article shall mean all jobs covered by this Agreement within a given department. Seniority units are as follows:

- Public Works Department
- Parks and Recreation Department
- Administration Department

Section 1.1. The term "work unit" as applied in this Article shall mean all jobs covered by this Agreement within a given department, except the Public Works Department, Parks and Recreation Department, and Administration Department where they are further defined as follows:

Public Works Department:

- Street
- Vegetation
- Water
- Sanitary Sewer
- Storm Drainage
- Equipment Rental

Parks, Arts, and Recreation Department:

- Parks Maintenance
- Cemetery
- Golf

Administration:

- Custodial
- Building Maintenance

An employee working continuously in a seniority unit for ninety (90) days shall establish seniority in such unit based on their most recent date of hire within this Collective Bargaining Unit. If multiple employees are hired on the same date, their seniority shall be determined by the employees' City ID number. The employee with the highest number being senior.

Section 2. An employee's seniority shall be canceled under any of the following circumstances:

- a. The employee resigns;
- b. The employee is discharged;
- c. The employee retires or transfers from a union represented position to a non-represented position;
- d. The employee is laid off due to a reduction in force for a continuous period of twelve (12) months or more;
- e. The employee fails to return to work subsequent to and in accordance with the terms of an approved leave of absence;
- f. The employee fails to return to work from layoff on the date specified by the City in a recall notice delivered to the employee or mailed to the employee's last known address on file with the City, providing such notice grants the employee seventy-two (72) hours advance notice to report.

Section 3. Each employee with seniority standing established pursuant to this Article shall hold seniority in only one (1) position, that being their regular job title in their regular department (seniority unit).

Section 4. Employees may be transferred subject to the following conditions:

- a. The City may transfer an employee to a different position at any time either temporarily or permanently. A temporary transfer shall be for a period of not more than ninety (90) calendar days. After ninety (90) days, such transfer shall be considered permanent unless agreement is reached between the City and Union to extend the transfer period.
- b. In the event of a permanent transfer, the employee's accrued seniority shall be transferred to the new seniority unit after ninety (90) calendar days. Until the ninety (90) days has passed, the employee's seniority remains with the previous position held.

Section 5. The City retains the right to determine the necessity for layoffs. In the event such determination is made:

- a. In the event of a reduction of the number of positions in the employee's work unit, employee(s) in the job title(s) being eliminated shall be given one (1) month's base pay following the execution of the City's standard severance & release agreement.
- b. Employee(s) with the least seniority within the work unit and holding the job title identified for elimination shall be laid off first. However, that person designated for layoff may "bump" to a position held by an employee of equivalent job title with the least seniority within the seniority unit, for which the employee doing the "bumping" is fully qualified and competent to perform the work of the acquired position.
- c. If the employee is unable or unwilling to "bump" for a position within the same job title, then the employee may "bump" to a position within a seniority unit held by an employee with the least seniority in the next lower job title, for which the employee doing the "bumping" is fully qualified and competent to perform work of the acquired position. This same procedure will continue until no further "bumping" can take place. In no case shall a bump result in a promotion.
- d. To accomplish any "bumping", such employee(s) shall notify the City in writing (email is appropriate) of their intent to "bump", within three (3) working days following the date in which they are notified of layoff. This notification shall include the job title for which they wish to "bump". If notification of "intent to bump" is not received within three (3) working days, the employee loses their right to "bump".
- e. If bumped, the less senior employee immediately will be notified by the City and follow the same procedure in Sections 5b, 5c, 5d, and 5e.
- f. Any "bumped" employee will be given a minimum of two (2) weeks notification that they are being bumped.
- g. If the "bumping" employee fills the position, they will be assigned at the grade level of the acquired position, at the same step they hold on the effective date of the new assignment. The employee will be scheduled to receive their next step increase, as they would have prior to the "bumping" process.

Section 6. An employee who is laid off and who is unable or unwilling to qualify for transfer shall be recalled for work in their last seniority unit prior to the recall of any employee who possesses lower seniority, provided the employee with the most seniority is fully qualified and competent to perform the work of the acquired position of their last position, if it is available, prior to recall or transfer of another employee with less seniority.

Section 7. Job Vacancies. Regular position vacancies within the bargaining unit shall be posted and open to all members of the bargaining unit. Job vacancies shall first be opened to bargaining unit members for a minimum of three (3) days. Qualified, regular employees

meeting the minimum qualifications, as determined by the City, may apply for a vacancy, and will be interviewed before outside applicants.

The City may thereafter post the vacancy to, and interview, outside applicants as it deems appropriate. Upon completion of both sets of interviews, and after all preemployment checks are completed, the best suited applicant who meets the minimum qualifications, at the sole discretion of the City, will be selected. If, at the sole discretion of the City, no applicant meets the City's needs, the position may be reopened to all applicants. Where qualifications, skills, abilities, and past performance of the finalists are relatively equal, as reasonably determined by the City, preference shall be given to the bargaining unit employees.

Section 8. An employee with an injury or illness obtained either on or off the job will have six (6) months from the date of injury or illness to return to their vacated position. This provision does not eliminate any vacation or sick leave benefit so earned which may carry the employee beyond the six (6) months.

Section 9. An employee may be granted up to ninety (90) calendar days of leave without pay, in accordance with City Policy 200-64. If such leave is granted, the employee shall not lose their seniority during that ninety (90) calendar days.

## **ARTICLE 19 - MANAGEMENT RIGHTS**

Subject only to the limitations expressly stated in this Agreement, the Union recognizes that the City retains the exclusive right to manage its business including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the workforce and to conduct its operation in a safe and effective manner.

## **ARTICLE 20 - WORK STOPPAGES**

Section 1. The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order.

Section 3. Regardless of any penalty to which the Union is subject under this Article, any employee who commits any act prohibited in this Article will be subject to discharge or other penalty, as the City deems appropriate.

Section 4. For the term of this Agreement, for the purposes of preserving work and job opportunities for the employees covered by this Agreement, the City agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other facility, vendor, person, or non-unit employee or entity agreed to by the Union. The parties agree the City currently uses outside vendors to perform various tasks and the City agrees not to expand that work beyond current levels that would result in a reduction in force of the affected classifications.

#### **ARTICLE 21 - BULLETIN BOARDS**

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices of non-controversial nature relating to Union business. Union staff members may use the City's email for communications pertaining to Union business for disseminating meeting times, places, agendas, voting, and election results. Members will comply with City's Internet and Electronic Resources/Equipment Use policy. The parties understand and agree that there is no guarantee of privacy of email messages. In no circumstances shall use of the City's equipment interfere with normal operations or service to the public.

Email communications will not contain profanity, abusive language, or derogatory language of a discriminatory nature against individuals of a protected class. The Union shall have access and use of a copy machine through City Administration at fifteen cents (\$.15) per copy.

#### **ARTICLE 22 - SAVINGS CLAUSE**

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

#### **ARTICLE 23 - AMENDMENTS TO THE AGREEMENT**

Section 1. The Employer and the Union may mutually agree to amend this Agreement.

Section 2. Attachments, amendments, appendices, letters of understanding, and/or memoranda of understanding may be attached to and shall be incorporated into the Agreement by this reference.

#### **ARTICLE 24 - ENTIRE AGREEMENT**

This Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.



## **ARTICLE 25 - UNIFORMS**

The City agrees to furnish uniforms and coveralls using a quartermaster system (replaced on an as needed basis as determined by the supervisor/division manager). M&O, Parks Maintenance and Administration employees will be furnished with five (5) T-shirts, two (2) safety T-shirts, three (3) mid-weight sweatshirts, two (2) coveralls, one (1) coat, and a baseball cap. All supplied uniforms will have City-approved logos and are required to be the top clothing layer worn by the employee while at work.

The City will also pay up to three hundred and fifty dollars (\$350.00) per year per employee to purchase work pants and a new pair of safety boots. This amount will be on the employee's paycheck. The purchase will be conducted annually, on City time, up to two (2) hours annually within the City of Auburn.

## **ARTICLE 26 - LABOR MANAGEMENT COMMITTEE**

The City and the Union agree that a need exists for closer cooperation between labor and management, and from time to time suggestions and complaints of a general nature affecting the Union and the City need consideration. To accomplish this end, the City and Union agree that not more than three (3) authorized representatives of the Union and three (3) representatives of the Employer shall function as the Labor Management Committee. The parties agree to allow expanded participation in Labor Management Committee discussions, when necessary, by mutual agreement. The Union Representative and the City Human Resources Director stand as guests to any meeting it is necessary that they attend. The committee shall meet as requested by either party, and as is mutually agreeable, for the purpose of discussing and facilitating the resolution of all problems that may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement. It is understood and agreed that the purpose of the committee does not include the hearing of formal grievances brought under the grievance provisions of this Agreement.

## **ARTICLE 27 - SNOW & ICE REMOVAL, & EMERGENCY PROCEDURE**

Once per year, the City will request volunteers who are interested in working/changing their work schedule in the event the City needs snow or ice removal teams.

The City agrees to the following procedure:

- The bid meeting will be held in the fall of each year.
- The City will ask for volunteers who want to be placed on the list.
- The City will assign snow and ice removal from the list of volunteers in seniority order, with the most senior employee offered the work first.
- The manager and/or supervisor in charge of this program will be present at the meeting, and the supervisor in charge will be the recorder of the meeting.
- A local 117 Shop Steward will be invited to be present at the meeting.
- Upon request, the City shall provide the Union a copy of the snow and ice removal seniority list.

Employees who are utilized for this program will receive overtime for all hours worked in excess of the employee's normally scheduled shift. An employee is not obligated to work more than twelve and one half (12.5) hours in any twenty-four (24) hour period.

Non-Scheduled Emergency Work: During non-scheduled emergency work, and the employee works at least sixteen (16) continuous hours, the City will ensure the employee gets a minimum of ten (10) hours rest period before returning to a regularly scheduled shift. Any hours the employee cannot work a regularly scheduled shift, due to the rest period requirement, will be compensated.

#### **ARTICLE 28 - AUTOMATIC VEHICLE LOCATION (AVL)**

The City may use the AVL systems to assist in coordinating resources, develop departmental or statistical information, assist with the defense of a civil claim and/or lawsuit, in response to an investigation of the department or activities of its employees, or other City-related purposes.

For the purposes of discipline, AVL will be consulted only if a complaint is received or a supervisor witnesses' potential misconduct.

#### **ARTICLE 29 - LONGEVITY PAY**

All the classifications covered in this CBA shall receive longevity compensation in addition to their base rate of pay as follows:

1. Fifty dollars (\$50.00) per month from the start of the eighty fourth (84<sup>th</sup>) full month to, and including, the one hundred twentieth (120<sup>th</sup>) full month of service.
2. Eighty-five dollars (\$85.00) per month from the start of the one hundred twenty-first (121<sup>st</sup>) full month to, and including, the one hundred eightieth (180<sup>th</sup>) full month of service.
3. One hundred thirty-five dollars (\$135.00) per month from the start of the one hundred eighty first (181<sup>st</sup>) full month to, and including, the two hundred fortieth (240<sup>th</sup>) full month of service.
4. One hundred ninety dollars (\$190.00) per month from the start of the two hundred forty-first (241<sup>st</sup>) full month.

#### **ARTICLE 30 - WASHINGTON PAID FAMILY AND MEDICAL LEAVE**

Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the employee portion of the premiums associated with family leave benefits, as determined under RCW 50A.04.115. The Employer will pay the remaining premiums.

**ARTICLE 31 - LONG-TERM SERVICES AND SUPPORT TRUST PROGRAM**

The Employer shall deduct the required tax, when applicable, from an Employee's payroll unless the employee has provided proof of opting out as required by law to support the Long-Term Services and Supports Trust Program as provided by Chapter 50B.04 RCW.

**ARTICLE 32 - DISCLOSURE OF PERSONNEL FILE INFORMATION**

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory, or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date.

**ARTICLE 33 - TERMS OF AGREEMENT**

Section 1. This Agreement shall be in effect from January 1, 2023, to and including December 31, 2025.

Signed this 12<sup>th</sup> day of December, 2022 at Auburn, Washington.

City of Auburn  
Outside Unit

Teamsters Local Union No. 117

By: Nancy Backus  
Nancy Backus  
Mayor

By: John Searcy  
John Searcy  
Secretary-Treasurer

By: Candis Martinson  
Candis Martinson  
Director of Human Resources/Risk Management

By: Shawn Campbell  
City Clerk

Approved As To Form:

By: Kendrea Caneam  
City Attorney

**Appendix A  
Teamster Wages**

Effective January 1, 2023, the employees covered by this Agreement shall receive a wage increase of four percent (4%).

Effective September 1, 2023, the employees covered by this Agreement shall receive a wage increase of three percent (3%).

Effective January 1, 2024, the employees covered by this Agreement shall receive a wage increase of three percent (3%).

Effective January 1, 2025, the employees covered by this Agreement shall receive a wage increase of three percent (3%).

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**City of Auburn**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

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**Re: Lead Premium**

This Memorandum of Understanding (MOU) is entered into by and between Teamsters Local Union No. 117 (Union) and the City of Auburn (The City), referred to herein collectively as the Parties.

The City has an interest to create Lead classifications as discussed during collective bargaining and shall do so under management rights, establishing applicable wages and a competitive recruitment process. These new classifications will replace the five percent (5%) Lead premium. At the time of negotiations, it is the City's intent to create ten (10) Lead positions. However, based on operational need, the City has the right to determine the number of Lead positions needed within each division of the Teamsters workgroup. Until the City creates and hires the new lead positions and if at any time the City removes the newly created Lead classification(s), the Lead premium language below will apply:

1. *A five percent (5%) premium will be applied to an employee's base rate of pay for an employee that performs Lead duties. Duties of the assignment include, but are not limited to, assisting the manager/supervisor in prioritizing, distributing, and guiding work assignments and workloads for other employees within the section, monitoring work quality and progress, training as necessary, and evaluating the finished work order. In addition to these Lead responsibilities, the employee must also be expected to perform the same or similar work as the positions over which they have accountability. At no time is the creation of the Lead assignment intended to relinquish the body of work of assigning and prioritizing, monitoring, and/or evaluating work to the Teamster bargaining unit. Those duties shall remain the responsibility of the unaffiliated manager/supervisor. However, the Lead shall assist in those duties and, when assigned by management, shall be compensated with the five percent (5%) premium.*
2. *There shall be no duplicity of the Lead assignments within a work unit as defined in Article 18, Section 1.1 of the current CBA. Only one (1) employee shall receive the premium on any given day. Furthermore, management is not obligated to offer the Lead assignment/premium to any employee. The creation of this premium pay does not create a new classification of Lead. The assignment of the Lead position is solely at management's discretion, which will determine when and for how long an employee shall work in the Lead position. Therefore, the assignment of Lead, and Lead premium pay, may be transferred to any Union employee at any time by management's discretion.*

3. The employee that is assigned to be the Lead shall receive the premium pay for their entire scheduled shift regardless of if they take paid leave on the date assigned. However, if an employee is assigned to be the Lead and takes a full day of leave for a second consecutive day, they shall not receive the Lead premium pay for that second day.


Except as expressly amended herein, all other provisions of the January 1, 2023, through December 31, 2025, collective bargaining agreement between the City of Auburn and Teamsters Union Local No. 117 remain in effect.


Signed this 12<sup>th</sup> day of December, 2022, at Auburn, Washington

City of Auburn  
Outside Unit

Teamsters Local Union No. 117


By:   
Nancy Backus  
Mayor

By:   
John Searcy  
Secretary-Treasurer

By:   
Candis Martinson  
Director of Human Resources/Risk Management

By:   
City Clerk

Approved As To Form:

By:   
City Attorney

**MEMORANDUM OF AGREEMENT**  
**By and Between**  
**CITY OF AUBURN**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

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**Re: Variable Hour Employees**

This Memorandum of Agreement (MOA), made effective on the date of signature of this MOA, is entered into by and between Teamsters Local Union No. 117 (Union) and the City of Auburn (the City), referred to herein collectively as the Parties. This Agreement specifically modifies Article 1 (Recognition and Bargaining Unit) for the term of the Agreement to which this Memorandum is attached.

WHEREAS the City has an interest in hiring variable-hour employees; and

WHEREAS a variable-hour employee is defined as an employee who works a fluctuating or intermittent schedule not reasonably known by the City at the time of hire, whose individual assignment shall not exceed one thousand five hundred (1,500) hours in any calendar year; and

WHEREAS variable-hour employees are eligible for sick leave pursuant to RCW 49.46, and may be eligible for PERS dependent on hours worked, but are otherwise not eligible for benefits under the terms and conditions of the Collective Bargaining Agreement;

THEREFORE, BE IT RESOLVED:

- 1) **Job Responsibilities:** Variable hour employees shall ordinarily be responsible for performing duties assigned to temporary, seasonal employees. In emergency circumstances, variable hour employees may be assigned duties ordinarily performed by a Maintenance Worker 1.
- 2) **Employment Cap:** For every ten (10) full-time, bargaining unit employees, the Employer may hire up to one (1) variable hour employee. This cap shall be cumulative across all City departments.
- 3) **Compensation:** The City shall determine the hourly rate of pay for the variable-hour employees with the understanding that the hourly rate shall not exceed ninety percent (90%) of the Maintenance Worker 1, Step 1.
- 4) **PROTECTION OF FULL TIME, PERMANENT POSITIONS.** Employment of variable-hour employees shall not be used to supplant current bargaining unit employees, nor supplant the need to hire additional bargaining unit employees.

Signed this 12<sup>th</sup> day of December, 2022, at Auburn, Washington

City of Auburn  
Outside Unit

Teamsters Local Union No. 117

By: Nancy Backus  
Nancy Backus  
Mayor

By: John Searcy  
John Searcy  
Secretary-Treasurer

By: Candis Martinson  
Candis Martinson  
Director of Human Resources/Risk Management

By: Shawn Campbell  
City Clerk

Approved As To Form:

By: Kendra Comeau  
City Attorney



**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**City of Auburn**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

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**Re:    **Unscheduled Overtime****

This Memorandum of Understanding (MOU), made effective on the date of signature of this MOU, is entered into by and between Teamsters Local Union No. 117 (Union) and the City of Auburn (the City), referred to herein collectively as the Parties. Both parties agree to the following:

Unscheduled overtime is emergent, unanticipated, unforeseen, and not a regular function of the employee's work schedule. "Emergent, unanticipated, unforeseen" shall include, but not be limited to, work that is performed where the employee has been notified near, or at, the conclusion of their regular workday and the work is performed prior to the start of their next regular workday. If management is aware of the need for unscheduled overtime during the current regular workday, management will notify the work group via seniority of the need for the unscheduled overtime, and it will be awarded on a qualification and seniority basis. If the unscheduled overtime becomes necessary within the last fifteen (15) minutes of the workday, management will assign the on-call person to the overtime assignment. If more than one (1) individual is needed for the unscheduled overtime, that will be awarded on a qualification and seniority basis.

If the event is foreseen within the regular workday at the time of the assignment, and has a probability of resulting in overtime, this will be considered an unscheduled holdover, and those working on the assignment will be assigned via qualification and seniority. Scheduled overtime would be events that are regularly scheduled and known of in advance and considered non-emergent. These events will be posted for those interested in the overtime assignment based on a seniority basis. The request for overtime will close twenty-four (24) hours in advance of the scheduled overtime, and those who have more seniority will not be allowed to bump those with lower seniority within that twenty-four (24) hour period.

Signed this 12<sup>th</sup> day of December, 2022, at Auburn, Washington

City of Auburn  
Outside Unit

Teamsters Local Union No. 117

By: Nancy Backus  
Nancy Backus  
Mayor

By: John Searcy  
John Searcy  
Secretary-Treasurer

By: Candis Martinson  
Candis Martinson  
Director of Human Resources/Risk Management

By: Dawn Campbell  
City Clerk

Approved As To Form:

By: Kendra Comeau  
City Attorney

## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:**

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

**If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.**

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<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

## **TEAMSTERS 117 MEMBER FORMS**



**[www.teamsters117.org/member\\_forms](http://www.teamsters117.org/member_forms)**

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.