



**CITY OF EDGEWOOD  
COUNCIL STUDY SESSION AGENDA**

Tues., January 7, 2020 – 7:00 PM ♦ City Hall – 2224 104<sup>th</sup> Avenue East ♦ Edgewood, WA

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**1. CALL TO ORDER**

Pledge of Allegiance & Roll Call

**2. COUNCIL BUSINESS**

- A.  **Discussion** - Appointments to External Boards, Commissions, Committees/Organizations
- B.  **Review/Discussion** - Code Enforcement
- C.  **Review/Discussion** - IAAC – Holiday and Emergency Pay
- D.  **Discussion** - Employee Workstations
- E.  **Discussion** - Front Lobby Bid

**3. OTHER COUNCIL ITEMS**

**4. ADJOURN**

*Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings*



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------|
| <b>SUBJECT:</b><br>Appointment to Council External Boards/Commissions/Committees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Agenda Item #:</b>               | <b>2A</b>                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>For Agenda of:</b>               | <b>January 7, 2020</b>                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Prepared by:</b>                 | <b>Mayor Eiding</b>                                                                    |
| <b>ATTACHMENTS (list):</b> <input checked="" type="checkbox"/> Resolution No. 20-0xxx<br><input checked="" type="checkbox"/> Exhibit A – Current Board Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                                                                                        |
| <b>Approval of Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |                                                                                        |
| Mayor, Daryl Eiding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> | <b>Expenditure Required:</b> \$0                                                       |
| Asst. City Administrator, Dave Gray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            | <b>Amount Budgeted:</b> \$0                                                            |
| Interim City Attorney, Ann Marie J. Soto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>            | <b>Timeline:</b><br>01/07/2020 SS Discussion<br>01/14/2020 RCM Action – Consent Agenda |
| City Clerk/HR Director, Rachel Pitzel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> |                                                                                        |
| Community & Economic Development Director, Darren Groth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            |                                                                                        |
| Public Works Director, Jeremy Metzler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>            |                                                                                        |
| Information Technology Director, Matthew Ray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            |                                                                                        |
| Police Chief, Micah Lundborg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            |                                                                                        |
| <b>Fiscal Note/Consideration:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                                                        |
| <b>SUMMARY STATEMENT:</b><br><p>There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time typically for a two-year period.</p> <p>Council adopted the 2019 list of Council Liaison appointments by Resolution those appointments by Resolution No. 19-0445, on February 12, 2019. It is anticipated that City Council will discuss the list and add or remove any boards, committees or commissions, and make new assignments where applicable.</p> <p>Once adopted, this list will be provided to each of the organizations designated therein to make them aware of any changes in Edgewood's representation.</p> |                                     |                                                                                        |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                                                                        |
| <b>RECOMMENDED ACTION:</b> Hold a discussion and provide interest in volunteering to be appointed to Council External Boards, Commissions and Committees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                                                                                        |
| <b>ALTERNATIVES TO RECOMMENDED ACTION:</b> <ol style="list-style-type: none"> <li>1) Move to the next regular council meeting under the consent agenda</li> <li>2) Forward to another Study Session for further review</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                                                        |

**RESOLUTION NO. 20-0xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EDGEWOOD, PIERCE COUNTY,  
WASHINGTON, REPEALING AND REPLACING  
RESOLUTION NO. 19-0445 MAKING APPOINTMENTS  
TO POSITIONS ON EXTERNAL BOARDS,  
COMMISSIONS, COMMITTEES, AND OTHER  
ORGANIZATIONS FOR THE YEAR 2020**

**WHEREAS**, the City Council adopted Resolution 19-0445 to establish a list of City Council representatives to serve on various external Boards, Commissions, Committees and other organizations in 2019; and

**WHEREAS**, Resolution No. 17-0445, repealed and replaced Resolution 17-036; and

**WHEREAS**, the City Council wishes to repeal the resolutions identified herein and establish the 2020 list of designees to represent the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** City Council representatives are hereby appointed and/or reappointed to serve on the designated external Board(s), Commission(s), Committee(s) and/or other organization(s) as indicated on the list of Council representatives, attached hereto as Exhibit A.

**Section 2.** The term of these appointments shall be for the calendar year 2020, or until a replacement is appointed by Council.

**Section 3.** The Clerk shall provide a copy of this Resolution to organizations named in Exhibit A.

**Section 4.** This Resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 14<sup>TH</sup> DAY OF JANUARY, 2020.**

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Mayor, Daryl Eiding

ATTEST/AUTHENTICATED:

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Rachel Pitzel, CMC  
City Clerk

**CITY OF EDGEWOOD**  
2019 Council Representatives

**Exhibit A**

| Organization                                                     | Representative(s)                                                                     | 2019 Meeting Information                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Joint City/County Open Space Taxation Determination Board</b> | Councilmember Tyron Christopherson<br><del>Councilmember Stephanie Hunter (Alt)</del> | Will be Announced<br>Chad Williams (253) 798-3683                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Pierce County Regional Council</b>                            | Mayor Daryl Eidinger<br>Councilmember Nate Lowry (Alt)                                | Meet the 3 <sup>rd</sup> Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex ( <i>with the exception of the General Assembly meeting</i> ) Tiffany Ailment (253) 798-3226                                                                                                                                                                                                                                             |
| <b>Pierce County Cities &amp; Towns Association</b>              | Mayor Daryl Eidinger<br>Deputy Mayor Tyron Christopherson (Alt)                       | Meet the 1 <sup>st</sup> Thursday of each month – 7:00pm, 6:30pm social hour – Famous Dave’s - Puyallup<br>Paul Loveless, paulloveless@ci.steilecoom.wa.us                                                                                                                                                                                                                                                                                                 |
| <b>Puyallup River Watershed Council</b>                          | Councilmember Nate Lowry                                                              | Meet the 4 <sup>th</sup> Thursday at 3:30pm at Puyallup City Hall, Fifth floor conference area each month -January thru October.<br>Patty Denny (253) 335-6235                                                                                                                                                                                                                                                                                             |
| <b>FME Chamber of Commerce</b>                                   | Mayor Daryl Eidinger<br>Deputy Mayor Tyron Christopherson (Alt)                       | Chamber Luncheon Meets the 2 <sup>nd</sup> Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center. Julie Watts (253) 922-9320<br>The Chamber has a variety of special events, please check their website for additional information: <a href="http://www.fmechamber.org">www.fmechamber.org</a><br>Fife Chamber Board – Meets the 3 <sup>rd</sup> Tuesday of each month – 4:00pm, 3700 Pacific Highway East, Suite 150. |
| <b>Mt. View Edgewood Water Company</b>                           | Councilmember Mark Creley<br>Councilmember Rosanne Tomy (Alt)                         | Meets the 2 <sup>nd</sup> Wednesday of each month – 6:00pm – as long as it falls after the 10 <sup>th</sup> . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – (253)863-7348                                                                                                                                                                                                                                           |



## City Of Edgewood Council Agenda Summary Sheet

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------|------------------------|
| <b>SUBJECT:</b><br>Code Enforcement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Agenda Item #:</b>               |                                                                                                   | <b>2B</b>              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>For Agenda of:</b>               |                                                                                                   | <b>January 7, 2020</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Prepared by:</b>                 |                                                                                                   | <b>John Fairbanks</b>  |
| <b>ATTACHMENTS (list):</b> <input checked="" type="checkbox"/> Title 2 Amendment DRAFT<br><input checked="" type="checkbox"/> Title 7 DRAFT                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                                                   |                        |
| <b>Approval of Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                                                                   |                        |
| Mayor, Daryl Eidinger                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            | <b>Expenditure Required:</b>                                                                      | \$0                    |
| Asst. City Administrator, Dave Gray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>            | <b>Amount Budgeted:</b>                                                                           | \$0                    |
| Interim City Attorney, Ann Marie J. Soto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | <b>Timeline:</b><br>01/07/2020 SS Discussion<br>01/21/2020 SS Discussion<br>01/28/2020 RCM Action |                        |
| City Clerk/HR Director, Rachel Pitzel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            |                                                                                                   |                        |
| Community & Economic Development Director, Darren Groth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> |                                                                                                   |                        |
| Public Works Director, Jeremy Metzler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            |                                                                                                   |                        |
| Information Technology Director, Matthew Ray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |                                                                                                   |                        |
| Police Chief, Micah Lundborg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |                                                                                                   |                        |
| <b>Fiscal Note/Consideration:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                                                                                   |                        |
| <b>SUMMARY STATEMENT:</b><br>In 2019 Code Enforcement presented to council a peak at the direction of Code Enforcement 2020 and beyond.<br><br>Today I am presenting to you the draft of our new Title 7 Code Enforcement. The purpose of Title 7 is to provide the enforcement ability necessary for effective and consistent code enforcement.<br>Also included in today's presentation is the draft addition of Chapter 2.33 Code Enforcement Board. Chapter 2.33 purpose is the creation of the Code Enforcement Board which will hear cases regarding Code Violations or the Edgewood Municipal Code. |                                     |                                                                                                   |                        |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                                                                                                   |                        |
| <b>RECOMMENDED ACTION:</b> Hold a discussion and provide staff guidance regarding Title 7, Code Enforcement and Chapter 2.33, creation of Code Enforcement Board                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                                                                                                   |                        |

# **Title 2 Amendments or additions**

## **Add Chapter 2.33**

### **Chapter 2.33 CODE ENFORCEMENT BOARD**

Sections:

**2.33.010 Creation and Purpose.**

**2.33.020 Membership and Operations.**

**2.33.010 Creation of Edgewood code enforcement board.**

There is hereby created a code enforcement board (CEB) for the City of Edgewood, Pierce County, Washington. The CEB shall hear cases and appeals, and render decisions regarding civil violations of the Edgewood Municipal Code (EMC) or specified city ordinances.

The express mission and purpose of the CEB shall be as follows:

- (1) Conduct hearings on civil violations of the EMC or specified Edgewood ordinances;
- (2) Determine whether the City has established, by a preponderance of the evidence, that a civil violation of the EMC or specified Edgewood ordinance has occurred;
- (3) Assess monetary penalties when appropriate;
- (4) Adopt rules of procedure for the conduct of hearings;
- (5) Act in an advisory capacity to the city council, mayor, and staff relating to code enforcement and civil violations, when requested.

**2.33.020 Membership and Operations.**

Membership shall be as follows:

- (1) The board shall consist of three (3) voting members (Positions 1, 2, and 3) and two (2) alternates members (Positions 4 and 5), the majority of which shall be residents of Edgewood and, because of the nature of code enforcement, up to two (2) members may be non-residents who work in Edgewood.

(a) All members shall meet the residency or employment criteria both at the time of their appointment and for the full term of their appointment;

(b) All members are expected to attend all regularly scheduled meetings of the CEB. In the event of an absence, an alternate member can be a voting member for that meeting. In the event of two (2) absences, both alternate members can be voting members for that meeting. A total of three (3) members are required for a quorum.

(2) The initial members shall be appointed by the mayor and confirmed by the City Council, in accordance with the process set forth in the Council Rules of Procedure. The City Council shall also fill vacancies as stated in the Council Rules of Procedure: the newly appointed board member(s) will serve the remainder of the vacant term(s);

(3) Members shall serve terms as designated in subsection (3)(a) of this section.

(a) The terms for each position shall run as follows:

Positions 1, 3, and 5 (Alternate): initial appointment date until December 31, 2022, with a two-year term starting on January 1, 2023 and two-year terms being assigned thereafter;

Positions 2 and 4 (Alternate): initial appointment date until December 31, 2021, with a two-year term starting on January 1, 2022 and two-year terms being assigned thereafter.

(4) Any member may be removed by a majority vote of the City Council. The decision of the city council regarding membership shall be final and there shall be no appeal therefrom.

# **Adding Title 7**

## **Title 7 CODE ENFORCEMENT**

### **Chapters:**

- 7.05 General Provisions**
- 7.10 Stop Work, Cease Activity, and Emergency Orders**
- 7.15 Voluntary Correction**
- 7.20 Code Violations**
- 7.25 Civil Infractions**
- 7.30 Repeat Violation**
- 7.35 Abatement**
- 7.40 Regulation and Abatement of Unsafe and Unsanitary Structures or Premises**
- 7.45 Code Enforcement Board**
- 7.50 Code Enforcement/Abatement Fund**

### **Chapter 7.05 GENERAL PROVISIONS**

#### **Sections:**

- 7.05.010 Purpose and intent.**
- 7.05.015 Authority to Enforce**
- 7.05.020 Definitions.**
- 7.05.030 Continuing violations.**
- 7.05.040 Applicability of title.**
- 7.05.050 Nonexclusive remedy.**
- 7.05.060 Time.**

#### **7.05.010 Purpose and intent.**

The Edgewood Municipal Code (EMC) is intended to support compelling governmental or public interests on behalf of the people who live in, work within, and visit the city. Such interests include but are not limited to providing an environment supportive of commerce, transportation, public safety, housing, and the overall general health, safety, and welfare of the community. Unlawful, unkempt, unsafe, unsanitary, and improperly maintained premises, properties, sidewalks, and easements, within the city create potential habitability, health, safety, sanitation, and welfare concerns for the city, its residents and guests.

Code violations often impact the economic wellbeing of people and the value of the premises, and adjoining or neighboring properties. Code violations and nuisances are a financial burden on city resources because of repeated calls for service, complaints or requests for investigations, inspections, interference with city operations, and demands upon public safety services. Therefore, it is the purpose and intent of the city, in enacting this title to provide effective and efficient code enforcement processes by striving to obtain voluntary compliance with the EMC, followed with strict enforcement when timely voluntary compliance efforts fail to be achieved.

The EMC shall be enforced for the benefit of the health, safety, and welfare of the general public, and not for the benefit of any particular person or class of persons. It is the intent of EMC Title 7 to place the obligation for complying with its requirements upon the owner, occupier, tenant, manager, agent, or other person responsible for the violation or condition of land and buildings situated within the City of Edgewood and within the scope of the EMC. No provision or any term used in EMC Title 7 is intended to impose any duty upon the City or any of its officers or employees that would subject them to damages in a civil action.

#### **7.05.015 Authority to Enforce**

A. The Administrator shall have the authority to enforce this Title. The Administrator may call upon the police, fire, other city departments or outside agencies to assist in enforcement. As used in this title, “Administrator” shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the Administrator may, with and subject to the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued warrant, enter at reasonable times any building or premises, in order to carry out the purposes of this title.

#### **7.05.020 Definitions.**

The following terms shall have the following meaning for purposes of this title:

(1) “Abate” means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a violation of Municipal Codes by such means, in such manner and to such an extent as the administrator determines is necessary in the interest of the general health, safety and welfare of the community.

(2) “Administrator” means the director of the department of community and economic development, any designated alternate City agent or employee empowered by ordinance or by the Mayor to enforce any City of Edgewood ordinance, code, or regulation, or the City’s Code Compliance Specialist (Code Enforcement Officer).

(3) “Code enforcement board” means the board created by EMC 2.33.010.

(4) “Code violation” or “violation” means any act or omission contrary to any provision of the Edgewood Municipal Code or ordinance section, including an act or omission at the same or different location by the same person, and including a condition resulting from such act or omission, and including civil violations as provided in the Edgewood Municipal Code.

(5) Day. Unless otherwise stated, “day” shall mean a calendar day.

(6) “Emergency” means any situation which the Administrator or a law enforcement officer reasonably believes requires immediate action to prevent or eliminate an immediate threat to public health, safety, or welfare of persons or property in the city.

(7) “Owner” means any owner, or reputed owner, of the property which is listed on the tax rolls of the Pierce County treasurer for the property.

(8) “Person” means any individual, firm, association, partnership, corporation or any entity, public or private.

(9) “Person responsible for the violation” or “person responsible” means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission that is a violation or causes or permits a violation to occur or remain upon property in the City, and includes but is not limited to any owner(s), lessee(s), manager(s), agent(s), or other person(s) entitled to control, use and/or occupy property where a code violation occurs.

(10) “Repeat violation” means a violation of the same provision of the Edgewood Municipal Code or ordinance section in any location by the same person for which a Notice of Code Violation, civil infraction, misdemeanor or a notice of noncompliance with a voluntary correction agreement was issued within three years.

#### **7.05.030 Continuing violations.**

Each day upon which a violation occurs or continues constitutes a separate violation.

#### **7.05.040 Applicability of title.**

Unless otherwise specified, the provisions of this title shall apply to enforcement of any civil provisions of the Edgewood Municipal Code. In the event of a conflict between this title and any other provisions of the EMC, the more specific provision shall apply.

#### **7.05.050 Nonexclusive remedy.**

The remedies set forth in this title are not exclusive and the city may use whatever manner, method or means is available to it, at law or in equity, to enforce its code and address code violations. The Administrator or other enforcement officer may immediately issue a civil infraction, misdemeanor, Notice of Code Violation, or take other enforcement action when the circumstances warrant a particular course of action or when a repeat violation occurs.

#### **7.05.060 Time.**

Any time period specified in this title that falls on a weekend or holiday shall be extended to the next business day.

### **Chapter 7.10 Stop Work, Cease Activity, and Emergency Orders**

Sections:

**7.10.010 Applicability.**

**7.10.020 General.**

**7.10.030 Stop Work Order.**

**7.10.040 Cease Activity**

**7.10.050 Emergency Order**

#### **7.10.010 Applicability.**

This chapter shall apply whenever the Administrator determines that a code violation has occurred or is occurring in violation of the Edgewood Municipal Code.

#### **7.10.020 General.**

In addition to the Notice of Code Violation, the Administrator may issue a Stop Work Order, Cease Activity, or Emergency Order.

(1) *Issuance.* Whenever the Administrator determines a violation exists, he or she may issue an order to Stop Work, Cease Activity, or an Emergency Order directing any person causing, allowing, or participating in the offending conduct to cease and desist such activity or conduct immediately.

(2) *Service of order.* The Administrator shall serve the order upon the person to whom it is directed, either by delivering it personally or by mailing a copy of it by certified mail to such person at his or her last known address. In addition, the Administrator shall post a copy of the Stop Work, Cease Activity, or Emergency Order conspicuously on the affected property or structure, or as near to the affected property or structure as reasonable.

Service is deemed complete upon posting a copy of the Stop Work, Cease Activity, or Emergency Order conspicuously on the affected property or structure, or as near to the affected property or structure as feasible.

Proof of service shall be made at the time of service by a written declaration under penalty of perjury executed by the person effecting the service, declaring the date and the manner of service. Any failure of the person to whom the Stop Work Order, Cease Activity, or Emergency Order is directed to observe the posted order or to actually receive the mailed order shall not invalidate service made in compliance with this section, nor shall it invalidate the Stop Work Order, Cease Activity, or Emergency Order.

(3) *Appeals.* A Stop Work Order, Cease Activity, or Emergency Order may be appealed under the procedures set forth in EMC 7.45.130. During any such appeal, the Stop Work, Cease Activity, or Emergency Order shall remain in effect.

(4) *Effect of Stop Work Order, Cease Activity, or Emergency Order.* When a Stop Work Order, Cease Activity, or Emergency Order has been issued, posted and/or served pursuant to this section, it is unlawful for any person to whom the order is directed or any person with actual or constructive knowledge of the order to conduct the activity or perform the work covered by the order, even if the Stop Work Order, Cease Activity, or Emergency Order has been appealed, until the Administrator has removed the copy of the order, if posted, and issued written authorization for the activity or work to be resumed. Violation of a Stop Work Order, Cease Activity, or Emergency Order constitutes a misdemeanor. In addition, a monetary penalty shall accrue for each day or portion thereof that a violation of a Stop Work Order, Cease Activity, or Emergency Order occurs, in the same amounts as under EMC 7.45.090 unless otherwise specified. In addition to such criminal or monetary penalties, the city may enforce the Stop Work Order, Cease Activity, or Emergency Order in accordance with this title or as authorized by law.

#### **7.10.030 Stop work Order.**

A. Whenever a continuing violation of the Edgewood Municipal Code will materially impair the Administrator's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the Administrator has the authority to issue a Stop Work Order prohibiting any work or other activity at the site. The Stop Work Order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The Stop Work Order shall be immediately posted on the property and shall include the information outlined in EMC 7.20.020.

B. Failure to comply with a Stop Work Order shall constitute a civil infraction.

#### **7.10.040 Cease Activity**

A. Whenever a use or activity that is a violation of the Edgewood Municipal Code will materially impair the Administrator's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the Administrator has the authority to issue a Stop Work Order prohibiting any work or other activity at the site. The Cease Activity order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The Cease Activity shall be immediately posted on the property and shall include the information outlined in EMC 7.20.020.

B. Failure to comply with a Cease Activity Order shall constitute a civil infraction.

#### **7.10.050 Emergency Order.**

A. Whenever any use or activity in violation of the Edgewood Municipal Code threatens the health and safety of the occupants of the premises or any member of the public, the Administrator has the authority to issue an Emergency Order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The Emergency Order shall be immediately posted on the property and shall include all of the information outlined in EMC 7.20.020.

B. Failure to comply with an Emergency Order shall constitute a civil infraction.

### **Chapter 7.15 VOLUNTARY CORRECTION**

Sections:

- 7.15.010 Applicability.**
- 7.15.020 General.**
- 7.15.030 Issuance of voluntary correction agreement.**
- 7.15.040 Content of voluntary correction agreement.**
- 7.15.050 Administrative review of compliance.**
- 7.15.060 Right to a hearing waived.**
- 7.15.070 Extension – Modification.**
- 7.15.080 Abatement by the city.**
- 7.15.090 Collection of costs.**
- 7.15.100 Reduction of liquidated damages.**

**7.15.010 Applicability.**

This chapter shall apply whenever the administrator determines that a code violation has occurred or is occurring.

#### **7.15.020 General.**

The Administrator may pursue a reasonable attempt to secure voluntary correction of violations subject to EMC 7.20.010(2). Attempts to secure voluntary compliance may include but are not limited to personal correspondence, correction notices, and providing educational materials such as door hangers, mailers, and brochures.

#### **7.15.030 Issuance of voluntary correction agreement.**

A voluntary correction agreement may be entered into between the person responsible for the violation and the city, at the discretion of the city, acting through the Administrator. When a voluntary correction agreement is entered into, a violation is deemed committed for purposes of Chapter 7.30 EMC.

#### **7.15.040 Content of voluntary correction agreement.**

A voluntary correction agreement is a contract between the city and a person responsible for the violation under which such person agrees to abate the violation within a specified period of time and according to specified conditions. A voluntary correction agreement shall include the following:

- (1) The name and address of the person responsible for the violation; and
- (2) The street address or a description sufficient for identification of the building, structure, premises, or land upon which or within which the violation has occurred or is occurring; and
- (3) A description of the violation and a reference to the Edgewood Municipal Code or ordinance section(s) that has been violated; and
- (4) The necessary corrective action to be taken, and a date and time by which the corrective action must be completed; and
- (5) That the person responsible for abating the violation shall notify the Administrator in writing after completing the corrective action to schedule a compliance inspection; and
- (6) An agreement by the person responsible for the violation that if all terms of the voluntary correction agreement are not met that the city may abate the violation and recover its costs and expenses in accordance with Chapter 7.35 EMC, and that such person shall be liable to the city and assessed a civil penalty of \$250.00 per day commencing the day following the date set for the compliance of the voluntary corrective agreement, plus all costs and expenses of abatement, in accordance with EMC 7.35.050.

(7) An agreement that by entering into a voluntary correction agreement the person responsible for the violation waives the right to appeal to the code enforcement board the violation and/or the required corrective action, and that a violation is deemed committed for purposes of Chapter 7.30 EMC.

(8) An agreement by the person responsible for the violation that the City may inspect the premises as may be necessary to determine compliance with the Voluntary Correction and Limited Right of Entry Agreement.

#### **7.15.050 Administrative review of compliance.**

(1) After the person responsible for abating the violation has given notice to the Administrator of completion of the corrective action required under the voluntary correction agreement, the Administrator shall, within three business days, determine if the corrective action is complete.

(2) If the Administrator determines that the corrective action is complete, the Administrator shall provide the person responsible for abating the violation written notice of his or her decision.

(3) Any service of any notice required under this section shall be done in writing by personal service or by certified mail, return receipt requested. If service is done by mail, service shall be deemed complete upon the third business day after deposit into the mail.

#### **7.15.060 Right to a hearing waived.**

A person responsible for a violation waives the right to appeal to the code enforcement board the violation and the required corrective action upon entering into a voluntary correction agreement.

#### **7.15.070 Abatement by the city.**

The City may abate a violation in accordance with Chapter 7.35 EMC if the terms of a voluntary correction agreement are not met.

#### **7.15.080 Collection of costs.**

If the terms of a voluntary correction agreement are not met, the person responsible for the violation shall be assessed civil penalty of \$250.00 per day, in addition to all the city's costs related to initiating and monitoring the voluntary correction agreement and the abatement as well as impacts to the public, commencing the day following the date set for the completion of the corrective action, plus all costs and expenses of abatement, in accordance with EMC 7.35.050.

#### **7.15.090 Reduction of civil penalty.**

The Administrator is authorized to reduce civil penalties as follows:

(1) Up to 75 percent if a good faith effort was made to reconcile the violation;

(2) Up to 90 percent of the final billing for first-time violators upon abatement of the violation and up to 100 percent of the final billing for first-time violators upon abatement of the violation and if the ability to abate was impacted by factors beyond the reasonable control of the violator;

(3) Up to 100 percent of the final billing for first-time violators upon abatement of the violation, if the person responsible for the violation is the current owner/occupant or purchaser/occupant of a household on the property under a valid land sales contract and the gross family income is no more than 80 percent of the Pierce County median income based on the latest information provided by the Washington State Office of Financial Management. Income information shall be verified through the household's latest tax return.

The Administrator's decision to reduce or not reduce the civil penalties shall not be appealable.

## **Chapter 7.20 CODE VIOLATIONS**

Sections:

**7.20.010 Issuance of Notice of Code Violation.**

**7.20.020 Content of Notice of Code Violation.**

**7.20.030 Service of Notice of Code Violation.**

**7.20.040 Hearing.**

**7.20.050 Administrative review of compliance with Notice of Code Violation.**

**7.20.060 Emergencies and dangerous properties.**

### **7.20.010 Issuance of Notice of Code Violation.**

(1) When the Administrator determines that a violation has occurred or is occurring, and is unable to secure voluntary correction pursuant to Chapter 7.15 EMC, the Administrator may issue a Notice of Code Violation to any and all person(s) responsible for the violation.

(2) The Administrator may issue a Notice of Code Violation without having attempted to secure voluntary correction.

### **7.20.020 Content of Notice of Code Violation.**

The Notice of Code Violation shall include the following information:

(1) The name and address of the person to whom the Notice of Code Violation is being issued; and

(2) The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation(s) has occurred or is occurring; and

(3) A description of the violation and a reference to the sections(s) of the Edgewood Municipal Code or ordinance that has been violated; and

(4) The required corrective action; and

(5) The date, time and location of the hearing before the code enforcement board which shall be not less than 10 business days from the date the Notice of Code Violation is issued; and

(6) A statement indicating that the hearing will be canceled if the person responsible for the violation abates the code violation and the administrator approves the abatement prior to the hearing; and

(7) A statement that the costs and expenses of abatement incurred by the city as specified in EMC 7.35.050 may be assessed against the person to whom the Notice of Code Violation is directed; and

(8) A statement that a monetary penalty in an amount per day for each violation as specified in EMC 7.45.090 may be assessed against the person to whom the Notice of Code Violation is directed as ordered by the code enforcement board; and

(9) A statement indicating that a mandatory fee of \$150.00 as specified in EMC 7.45.080 will be charged for each Notice of Code Violation issued for the purpose of covering administrative costs if the violation is affirmed by the code enforcement board.

#### **7.20.030 Service of Notice of Code Violation.**

The Administrator shall serve the Notice of Code Violation upon the person to whom it is directed, either personally or by mailing by certified mail, return receipt requested, to such person at their last known address. If the person to whom it is directed cannot after due diligence be personally served within Pierce County and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the Notice of Code Violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made and, if by posting, the facts showing that due diligence was used in attempting to serve the person personally or by mail. If service is done by mail, service shall be deemed complete upon the third business day after depositing the notice into the mail.

#### **7.20.040 Hearing.**

All notices of code violations shall be reviewed by the code enforcement board pursuant to Chapter 7.45 EMC.

#### **7.20.050 Administrative review of compliance with Notice of Code Violation.**

(1) In order to avoid the hearing in front of the code enforcement board, the person responsible for completing the corrective action shall notify the administrator at least 24 hours in advance of the hearing that the corrective action has been completed. After the person responsible for completing the corrective action in the Notice of Code Violation has given written notice to the Administrator of completion of the corrective action, the Administrator shall, within three (3) business days, determine if the corrective action is complete.

(2) If the Administrator determines that the corrective action required under the Notice of Code Violation has been completed and the corrective action was completed prior to the hearing scheduled under EMC 7.20.040, then the hearing shall be cancelled.

(3) If the Administrator determines that the corrective action required under the Notice of Code Violation has not been completed prior to the hearing scheduled under EMC 7.20.040, then the hearing shall be held in accordance with Chapter 7.45 EMC.

#### **7.20.060 Emergencies and dangerous properties.**

In the event of an immediate and emergent threat to the environment or to the public health and safety the Administrator may abate the code violation pursuant to Chapter 7.35 EMC.

### **Chapter 7.25 CIVIL INFRACTIONS**

Sections:

**7.25.010 Authority to issue civil infraction.**

**7.25.020 Chapter 7.80 RCW sections adopted by reference.**

**7.25.030 Enforcement officer defined.**

#### **7.25.010 Authority to issue civil infraction.**

The Administrator shall hereby have the authority to issue a civil infraction on behalf of the city for code violations as specified in the Edgewood Municipal Code.

#### **7.25.020 Chapter 7.80 RCW sections adopted by reference.**

The following sections of the Revised Code of Washington ("RCW"), as now or hereafter amended, are hereby adopted by reference as part of this title in all respects as though such sections were set forth herein in full:

RCW 7.80.005, 7.80.010, 7.80.020, 7.80.030, 7.80.040, 7.80.050, 7.80.060, 7.80.080, 7.80.090, 7.80.100, 7.80.110, 7.80.120, 7.80.130, and 7.80.160.

#### **7.25.030 Enforcement officer defined.**

For purposes of this title and RCW 7.80.040, as now or hereafter amended, “enforcement officer” shall include the Administrator, or his or her designee.

### **Chapter 7.30 REPEAT VIOLATION**

Sections:

#### **7.30.010 Repeat violation.**

#### **7.30.010 Repeat violation.**

A repeat violation shall be processed and punished according to the following schedule:

(1) First or second repeat violation:

| <b>Underlying<br/>Offense</b>                                 | <b>First Repeat<br/>Violation</b> | <b>Second<br/>Repeat<br/>Violation</b> |
|---------------------------------------------------------------|-----------------------------------|----------------------------------------|
| <b>Class 4<br/>Infraction</b>                                 | Class 3<br>Infraction             | Class 2<br>Infraction                  |
| <b>Class 3<br/>Infraction or<br/>Civil Code<br/>Violation</b> | Class 2<br>Infraction             | Class 1<br>Infraction                  |
| <b>Class 2<br/>Infraction</b>                                 | Class 1<br>Infraction             | Misdemeanor                            |
| <b>Class 1<br/>Infraction</b>                                 | Misdemeanor                       | Misdemeanor                            |

(2) A third repeat violation shall be a misdemeanor.

### **Chapter 7.35 ABATEMENT**

Sections:

#### **7.35.010 Abatement.**

#### **7.35.020 Summary abatement.**

#### **7.35.030 Emergencies and dangerous properties.**

#### **7.35.040 Authorized action by the city.**

**7.35.050 Recovery of costs and expenses related to summary or judicial abatement.**

**7.35.060 Nuisance abatement – Special assessment and lien.**

**7.35.070 Interference.**

**7.35.010 Abatement.**

The city may abate the code violation when:

- (1) The terms of voluntary correction agreement pursuant to Chapter 7.15 EMC have not been met; or
- (2) The code enforcement board's decision issued pursuant to EMC 7.45.070(2) authorizes the city to abate the violation; or
- (3) The condition is subject to summary abatement as provided for in EMC 7.35.020 and 7.35.030.

**7.35.020 Summary abatement.**

Whenever any violation of an Edgewood Municipal Code or ordinance section causes a condition, the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. As soon as reasonably possible after the abatement, written notice of such abatement, including the reason for it, shall be served upon the person responsible for the violation.

**7.35.030 Emergencies and dangerous properties.**

In addition to the remedies provided elsewhere, the administrator is authorized to abate such dangerous buildings, structures and/or associated properties in accordance with the dangerous building procedures set forth in the Uniform Code for Abatement of Dangerous Buildings, as it now exists or may hereafter be amended, with the following modifications:

- (1) Due to public safety hazards, utilities may be disconnected;
- (2) Building(s) and structures will be inspected to determine compliance with all Edgewood Municipal Code or ordinance sections;
- (3) Building(s) and properties will be posted or otherwise secured against entry; and
- (4) No reconnection of utilities or re-occupancy of the building(s), structures or property shall be allowed until the violations have been corrected, and all dangerous conditions abated to the satisfaction of the building official and Administrator, and a notice of release for re-occupancy has been issued.

**7.35.040 Authorized action by the city.**

Using any lawful means, the city may enter upon the subject property and may remove or correct the condition that is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition including, but not limited to, seeking an order putting the property into receivership in accordance with Chapter 7.60 RCW and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use.

#### **7.35.050 Recovery of costs and expenses related to summary or judicial abatement.**

(1) The owner and person responsible for the violation shall be responsible for the fines, penalties, liquidated damages, and costs, including incidental expenses, of correcting the violation. The term "incidental expense" shall include, but not be limited to, personnel costs, both direct and indirect, including attorney's fees and court related costs; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work and the costs of any required printing and mailing.

(2) If the costs incurred by the city for repairs, alterations or improvements, or of vacating and closing, or of demolition and removal are not paid after a written demand upon the owner and/or other persons named as responsible parties, such costs may be collected by the city through such collection efforts as it deems reasonable, which may include an administrative process, a collection agency or judicial action.

(3) If the building or structure is removed or demolished by the city, the administrator shall, if possible, sell the salvable materials from the building or structure and shall apply the proceeds of the sale to the reimbursement of the costs of demolition and removal. Any funds remaining after recovery of the city's costs and expenses shall be paid to the owner and/or persons responsible for the violations.

#### **7.35.060 Nuisance abatement – Special assessment and lien.**

(1) As authorized by RCW 35A.21.405, the Director of the Department of Community and Economic Development, or his or her designee, shall be authorized to levy a special assessment on the land or premises where a public nuisance is situated to reimburse the City for the expense of abatement.

(2) Prior to levying the special assessment authorized in subsection (1), the City shall provide the owner and any identifiable mortgage holder with 10 days' advance written notice that a special assessment will be levied on the property. The notice shall provide the estimated amount of the special assessment. The notice shall be sent by regular mail.

(3) The special assessment authorized by this section constitutes a lien against the property, and is binding upon successors in title only from the date the lien is recorded with the Pierce County Auditor. Up to \$2000 of the recorded lien is of equal rank with state, county, and municipal taxes.

(4) A property owner or mortgage holder shall be afforded the opportunity to an administrative hearing to contest the director's determination to levy the special assessment provided for in subsection (1) of this section. Any hearing pursuant to this subsection must be requested by the owner or mortgage holder in writing within 20 days of mailing of the notice. The owner or mortgage holder's written request for hearing shall be filed with the director. Failure to submit a timely notice shall be deemed to be a failure to exhaust administrative remedies and shall preclude any further review. The City will conduct the hearing within 20 days of the receipt of the request. The administrative hearing will be held before the director, or his or her designee. Formal rules of evidence will not apply; provided, however, that the director will review the existing record, and only the owner and/or mortgage holder and the City will be allowed to present oral testimony and documentary evidence to the director. The director will issue a written decision within 10 days of the conclusion of the hearing. The decision of the director shall be final and conclusive.

#### **7.35.070 Interference.**

No person shall obstruct, impede, or interfere with the city or its agents, or with any person who owns or holds any interest or estate in any property, in performing any acts necessary to correct the violation. Violation of this subsection shall be a misdemeanor.

## **Chapter 7.40**

### **REGULATION AND ABATEMENT OF UNSAFE AND UNSANITARY STRUCTURES OR PREMISES**

Sections:

#### **7.40.010 Purpose and findings.**

#### **7.40.020 Definitions.**

#### **7.40.030 Authority of the Administrator.**

#### **7.40.040 Unfit buildings.**

#### **7.40.050 Substandard buildings.**

**7.40.060 [Reserved.]**

**7.40.070 Complaint.**

**7.40.080 Hearings before the Administrator.**

**7.40.090 Enforcement.**

**7.40.100 Costs.**

**7.40.110 Permit required.**

**7.40.115 Rules and regulations.**

**7.40.130 Violations.**

**7.40.140 Emergencies.**

**7.40.010 Purpose and findings.**

The city council of the City of Edgewood finds that dwellings which are unfit for human habitation, and buildings, structures, and premises or portions thereof, which are unfit for other uses due to dilapidation, disrepair, structural defects, defects increasing the hazards of fire, accidents, or other calamities, inadequate ventilation and uncleanliness, inadequate light or sanitary facilities, inadequate drainage, overcrowding, or due to other conditions which are inimical to the health and welfare of the residents within the City of Edgewood, in addition to the obvious hazards which these conditions pose to the public health, safety, and welfare, constitute a nuisance that adversely affects the value, utility, and habitability of other properties within the city as a whole and specifically cause substantial damage to adjoining and nearby property. A nuisance property may substantially reduce the value of adjoining and nearby property and there are sufficient nuisance properties that the habitability and economic well-being of the city are materially and adversely affected. This chapter conveys to the city administration, in accordance with the procedures set out below, all necessary and proper powers to abate nuisances as they are described or found to exist and to charge the costs of their abatement to those responsible, i.e. the owners and occupants of the property upon which nuisances exist, and those properties themselves. It is the intent of this chapter to clarify and strengthen the procedures for abating such nuisances, particularly unsafe or unfit dwellings, buildings, structures, or premises, modeled after the provisions of RCW 35A.21.405 and

Chapter 35.80 RCW. This chapter is an exercise of the city's police power, and it shall be liberally construed to effect this purpose.

#### **7.40.020 Definitions.**

Unless specifically defined below or unless context clearly requires a different meaning, terms used in this chapter have the meaning given them by the currently adopted edition of the International Building Code or International Residential Code. Gender and number are interchangeable. Defined terms or concepts from this title generally apply to this chapter.

(1) "Abandoned" means any property, real or personal, which is unattended and either open or unsecured so that admittance may be gained without damaging any portion of the property, or which evidences indicate that no person is presently in possession, e.g., disconnected utilities, accumulated debris, uncleanliness, disrepair and, in the case of chattels, location. Length of time or any particular state of mind of the owner or person entitled to possession is not conclusive in determining that property is abandoned.

(2) "Boarded-up building" means any building the exterior openings of which are closed by extrinsic devices or some other manner designed or calculated to be permanent, giving to the building the appearance of non-occupancy or non-use for an indefinite period of time.

(3). "Building" includes, but is not limited to, any structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

(4) "Health officer" means the head of the Tacoma-Pierce County Health District, his or her authorized deputies or representatives.

(5) "Owner" means any person having any interest in the real estate in question as shown upon the records of the office of the Pierce County auditor, or who establishes his or her interest before the Administrator. For the purpose of giving notice, the term "owner" also includes any person in physical possession.

#### **7.40.030 Authority of the Administrator.**

The Administrator is the chief administrative officer for the purposes of this chapter, whose authority and powers include:

- (1) Investigation of all buildings and premises for which there are reasonable grounds to believe such may be unfit or substandard;
- (2) Preparation, service and posting of complaints against buildings or premises believed to be in violation;
- (3) Acting as the hearing officer as provided for in RCW 35.80.030 (1) (c); and
- (4). Doing all things necessary and proper to carry out and enforce this chapter.

**7.40.040 Unfit buildings.**

- (1) In reaching a judgment that a building is unfit for human habitation, the Administrator shall consider:

- (a) Dilapidation;
- (b) Disrepair;
- (c) Structural defects;
- (d) Defects increasing the hazards of fire, accidents or other calamities, such as parts standing or attached in such manner as to be likely to fall and cause damage or injury;
- (e) Inadequate ventilation;
- (f) Uncleanliness;
- (g) Inadequate light;
- (h) Inadequate sanitary facilities;
- (i) Inadequate drainage;
- (j) Lack of water or electric utilities.
- (k) Rodent or other pest infestation.
- (l) Substandard conditions as described in section EMC 7.40.050;
- (m) Overcrowding

(2) If these or other conditions are found to exist to an extent dangerous or injurious to the health or safety of the building's occupants, or the occupants of neighboring buildings or of other residents of the city of Edgewood, or if:

(a) Structural deterioration is of such degree that:

(i) Vertical members list, lean or buckle to the extent that a plumb line passing through the center of gravity falls outside the middle third of its base; or

(ii) Thirty-three percent of the supporting members show damage or deterioration; or

(b) The cost of restoration exceeds 60 percent of the value of the building; or

(c) The building has been damaged by fire or other calamity, the cost of restoration exceeds 30 percent of the value of the building and it has remained vacant for six months or more; the Administrator may order the building or premises demolished and the land suitably filled and cleared, or may order the property immediately vacated and secured as completely as possible pending demolition. (Value shall be determined by reference to a current edition of "Building Valuation Data" published by the International Conference of Building Officials or, if not published, as determined by the Administrator. Cost of restoration is the actual estimated cost, which may be determined in the same manner as "value.")

(3) An undertaking entered into at or prior to the hearing by a party in interest creates a presumption that the building or premises can be reasonably repaired. The failure to accomplish such an undertaking is grounds for the Administrator to order demolition. If by reason of any of the above conditions a building is unfit, but no public necessity is found for its immediate demolition, the Administrator may take other action, such as causing the property to be cleaned, cleared, vacated, secured or otherwise repaired, which will promote the public health, safety or general welfare.

#### **7.40.050 Substandard buildings.**

(1) In reaching a judgment that a building or premises is substandard, the Administrator shall be guided by such factors as:

(a) Structural unsoundness;

(b) Improper sanitation;

- (c) Improper safety;
  - (d) Improper weatherproofing;
  - (e) Defective or hazardous wiring, including wiring which:
    - (i) Did not conform with law applicable at the time of installation; or
    - (ii) Has not been maintained in good condition; or
    - (iii) Is not being used in a safe manner;
  - (f) Defective or hazardous plumbing, including plumbing which:
    - (i) Did not conform with law applicable at the time of installation; or
    - (ii) Has not been maintained in good condition; or
    - (iii) Is not being used in a safe manner;
  - (g) Defective or hazardous heating or ventilating equipment, including equipment, vents and piping which:
    - (i) Did not conform with law applicable at the time of installation; or
    - (ii) Has not been maintained in good and safe condition;
  - (h) Fire hazard, including any building, device, apparatus, equipment, combustible waste or debris, or vegetation which may cause fire or explosion or provide ready fuel to augment the spread or intensity thereof;
- (2) Upon a finding by the Administrator that a building or premises is unfit for human habitation or other use, the Administrator shall order the building or premises repaired, cleaned, cleared or otherwise brought into compliance with current codes, and may order the property vacated and secured as completely as possible pending such repair or other action.

**7.40.060 [Reserved]**

**7.40.070 Complaint.**

If, after a preliminary investigation of any dwelling, building, structure or premises, the Administrator finds that it is unfit for human habitation or other use, the Administrator shall cause the owners to be served, either personally or by first class and certified mail with return receipt requested, and shall post in a conspicuous place on such property a complaint stating in what respect such dwelling, building, structure or premises is unfit for human habitation or other use. If the whereabouts of such person is unknown and cannot be ascertained by the Administrator in the exercise of reasonable diligence, he or she shall make an affidavit to that effect, then the serving of such complaint or order upon such person may be made either by personal service or by mailing a copy of the notice and order by certified mail, postage prepaid, return receipt requested, to each person at the address appearing on the last equalized tax assessment roll of the county, or at the address known to the county assessor. Such complaint shall contain a notice that a hearing will be held before the Administrator at a place therein fixed, not less than 10 days nor more than 30 days after the service of such complaint; that all parties in interest shall be given the right to file an answer to the complaint, and to appear in person or otherwise and give testimony at the time and place fixed in the complaint. A copy of such complaint shall also be filed with the auditor of Pierce County, and such filing of the complaint and order shall have the force and effect as other lis pendens notices provided by law.

#### **7.40.080 Hearings before the Administrator.**

(1) Unless, prior to the time fixed for hearing in the complaint issued by the Administrator, arrangements satisfactory to the Administrator for the repair, demolition, vacation or re-occupancy of the building or premises are made, including the proper application for permits, or abatement of the nuisance, the Administrator shall hold a hearing in accordance with RCW 35.80.030 (1) (c) and this chapter for the purpose of determining the immediate disposition of the building or premises. The Administrator shall determine whether or not the building is an unfit building as defined by EMC 7.40.040, or whether the building is a substandard building as defined by EMC 7.40.050. The rules of evidence prevailing in courts of law or equity shall not be controlling at the hearing before the Administrator. Evidence, including hearsay evidence, is admissible if in the judgment of the Administrator it is the kind of evidence on which reasonably prudent persons are accustomed to rely in the conduct of their affairs.

(2) The Administrator shall determine whether or not the building should be repaired or vacated in the event that it fails to comply with any provision or provisions of EMC 7.40.040 or 7.40.050, whether or not the building should be demolished based upon the specific requirements of EMC 7.40.040, or whether or not a building should be boarded-up.

(3) If, after the required hearing, the Administrator determines that the building is unfit or substandard, the Administrator shall state in writing their findings of fact in support of such determination, and shall issue and cause to be served upon the owner(s) a copy of such findings in the manner provided in EMC 7.40.070. The Administrator shall cause to be posted an order in a conspicuous place on said property:

(a) Requiring the owner or party in interest, within the time specified in the order, to repair, alter or improve such dwelling, building, structure or premises to render it fit for human habitation or for other use, or to vacate and close the building; or

(b) Requiring the owner or party in interest to demolish the dwelling, building, or structure; or

(c) Such order shall state that the owner has the right to appeal to the City of Edgewood hearing examiner within thirty days after the posting and service of the order. Any appeal under this section shall be heard by the hearing examiner of the city for review of such decision. Appeals shall be subject to an administrative appeal fee in accordance with EMC 3.35.010 and, unless the owner does appeal or comply with the order, the city shall have the power, without further notice or proceedings, to vacate and secure the dwelling, building, structure or premises and do any act required of the owner in the order of the Administrator, and to charge any expenses incurred thereby to the owner and assess them against the property.

(4) All matters submitted to the hearing examiner must be resolved within sixty days from the date of filing therewith and a transcript of the findings of fact of the hearing examiner shall be posted on the property and by mailing by certified mail, return receipt requested, to such person at their last known address within ten days of the decision. The finding and orders of the hearing examiner shall be reported in the same manner and shall bear the same legal consequences as if issued by the Administrator. In addition, such finding and orders shall state that the owner has the right to appeal to superior court within thirty days after posting and service of the findings and order. The court is authorized to affirm, reverse, or modify the order and such trial shall be heard de novo per RCW 35.80.030 (2).

(5) If no appeal is filed, a copy of such order shall be filed with the auditor of Pierce County and shall be a final order.

#### **7.40.090 Enforcement.**

(1) The order of the Administrator may prescribe times within which remedial action, including but not limited to demolition, shall be commenced or completed. If the action is not commenced or completed within the prescribed time, or if no time is prescribed within the time for appeal, the Administrator may

cause the dwelling, building, structure or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished. If satisfactory progress has been made and sufficient evidence is presented that the work will be completed within a reasonable time, the Administrator may extend the time for completion of the work. If satisfactory or substantial progress has not been made, the Administrator may cause the dwelling, building, structure or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished.

(2) If the action ordered by the Administrator is not taken within the time prescribed, or if the condition presents an immediate life/safety risk, the Administrator may cause the action to be taken by the city.

(3) If the Administrator deems it necessary to have the dwelling, building, structure or premises secured as an interim measure for the protection of the public health, safety and welfare while pending action, the Administrator may so order. If the owner is unable or unwilling to secure the building or premises within 48 hours, the Administrator may order the building or premises secured by the city.

(4) If the owner is unable to comply with the Administrator's order within the time required, and the time for petition to the superior court has passed, the owner may, for good and sufficient cause beyond his or her control, request in writing an extension of time. The Administrator may grant a reasonable extension of time after a finding that the delay was for good and sufficient cause. There shall be no appeal or petition from the Administrator's ruling on an extension of time.

#### **7.40.100 Costs.**

(1)(a) The costs of abatement, i.e. repair, alteration, improvements, or vacating and closing, removal or demolition, when borne by the city, shall be assessed against the real property upon which such costs were incurred unless previously paid. The Administrator shall forward such costs to the city treasurer, who shall certify them to the county treasurer for assessment on the tax rolls in accordance with RCW 35.80.030 (1) (h).

(b) When necessary, bids for demolition shall be let only to a licensed contractor. All contract documents shall provide that the value of the materials and other salvage of the property shall be credited against the costs of the demolition. The contract documents may require the contractor to estimate the salvage value of the property and, by claiming the salvage, reduce the amount of his price accordingly. The contract price fixed by acceptance of the contract shall not be adjusted to reflect the actual salvage value. Such contracts may be let prior to the time for compliance or appeal, but shall not be binding or accepted until the order for demolition is final. The Administrator shall have the authority to sign the contract on behalf of the city.

(2)(a) Whenever a dwelling, building, structure or premises is found to be unfit or substandard and the cost of demolition, repair or abatement must be borne by the city, there shall be charged against the owner and assessed against the property the costs for all administrative proceedings before the Administrator including salaries, wages, material and other expenses incurred for inspecting, conducting hearings, or otherwise determining the status of the property.

(b) The Administrator may modify the time or methods of payment of such expenses as the condition of the property and the circumstances of the owner may warrant. In cases of extreme hardship, such expenses may be waived.

#### **7.40.110 Permit required.**

Any work including construction, repairs or alterations under this chapter to rehabilitate any building or structure may require a permit in accord with the provisions of this code.

#### **7.40.115 Rules and regulations.**

The Administrator may make and promulgate such rules and regulations as will effectuate the purposes of this chapter and do substantial justice.

#### **7.40.130 Violations.**

It shall be unlawful and a violation of this chapter to knowingly:

- (1) Occupy or suffer to be occupied any dwelling, building, structure or premises ordered vacated; or
- (2) Obstruct any officer or agent of the city of Edgewood or other governmental unit in the enforcement of this chapter.
- (3) Violation of this section is a misdemeanor.

#### **7.40.140 Emergencies.**

The provisions of this chapter shall not prevent the Administrator or any other officer of the city of Edgewood or other governmental unit from taking any other action, summary or otherwise, necessary to eliminate or minimize an imminent danger to the health or safety of any person or property.

## **Chapter 7.45 CODE ENFORCEMENT BOARD**

### **Sections:**

- 7.45.010 Hearing date.**
- 7.45.020 Extension of time.**
- 7.45.030 Failure to appear.**
- 7.45.040 Recording of code enforcement board hearings.**
- 7.45.050 Administrator duties.**
- 7.45.060 Hearing procedures.**
- 7.45.070 Decision of the code enforcement board.**
- 7.45.080 Mandatory fee.**
- 7.45.090 Monetary penalty.**
- 7.45.100 Notice of decision.**
- 7.45.110 Extension – Modification.**
- 7.45.120 Administrative review of compliance with corrective action.**
- 7.45.130 Appeal.**
- 7.45.140 Continued duty to correct.**
- 7.45.150 Collection of monetary penalty.**
- 7.45.160 Reduction of monetary penalty by Administrator.**
- 7.45.170 Reduction of monetary penalty by code enforcement board.**

### **7.45.010 Hearing date.**

A person to whom a Notice of Code Violation is issued will be scheduled to appear at a hearing before the code enforcement board not less than 10 business days after the Notice of Code Violation is issued.

### **7.45.020 Extension of time.**

The hearing shall be rescheduled if a person responsible for the violation requests an extension of time in writing to the Administrator within three days of service of the Notice of Code Violation, and the administrator approves the request. The hearing shall be rescheduled to the next regularly scheduled meeting for lack of a quorum.

### **7.45.030 Failure to appear.**

If the person to whom a Notice of Code Violation was issued fails to appear at the scheduled hearing, the code enforcement board shall enter a decision affirming, vacating or modifying the Administrator's decision regarding the code violation consistent with EMC 7.45.070.

### **7.45.040 Recording of code enforcement board hearings.**

All hearings of the code enforcement board shall be audio recorded. Transcripts of the hearing shall be made available upon request and with payment of transcription costs by the requesting party.

#### **7.45.050 Administrator duties.**

The Administrator shall act as ex-officio secretary of the code enforcement board and be responsible for:

- (1) Preparation of code enforcement board agendas;
- (2) Mailing of hearing notices to code enforcement board members and affected parties;
- (3) Preparation of code enforcement board orders and notification to affected parties.

#### **7.45.060 Hearing procedures.**

The code enforcement board shall conduct a hearing on the code violation pursuant to the rules of procedure established by the code enforcement board. The code enforcement board shall not continue the hearing unless there is good cause shown for a continuance. The Administrator and the person to whom a Notice of Code Violation was directed may participate as parties in the hearing and each party may be represented by an attorney and call witnesses. The city shall have the burden to prove by a preponderance of the evidence that a code violation has occurred and that the required corrective action is reasonable. The determination of the Administrator, as to the need for the required corrective action, shall be accorded substantial weight by the code enforcement board in determining the reasonableness of the required corrective action.

#### **7.45.070 Decision of the code enforcement board.**

- (1) The code enforcement board shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable and shall affirm, vacate, or modify the city's decision regarding the alleged code violation and/or the required corrective action, with or without written conditions.
- (2) The code enforcement board shall issue a decision to the person issued a Notice of Code Violation that contains the following information:
  - (a) The decision regarding the alleged code violation including findings of fact and conclusions based thereon in support of the decision;
  - (b) The required corrective action;
  - (c) The date and time by which the correction must be completed;

- (d) The monetary penalties assessed based on the criteria in EMC 7.45.090;
- (e) Orders the person to give written notice of the completion of the corrective action to the Administrator the business day after the completion of such corrective action;
- (f) The date and time after which the city may proceed with abatement of the unlawful condition if the required corrective action is not completed; and
- (g) The appeal rights under EMC 7.45.130.

**7.45.080 Mandatory fee.**

A mandatory fee of \$150.00 shall be imposed by the code enforcement board for each Notice of Code Violation affirmed by the code enforcement board.

**7.45.090 Monetary penalty.**

(1) A monetary penalty shall be imposed by the code enforcement board for each separate code violation affirmed by the code enforcement board. The monetary penalties shall begin immediately after the compliance date set by the code enforcement board. The first day and each additional day of any affirmed code violation shall be a minimum of \$100.00 per day and a maximum of \$250.00 per day. Factors to be considered by the code enforcement board in determining the amount of the monetary penalty shall include, but not be limited to:

- (a) Impacts on health, safety, sanitation and welfare concerns;
- (b) Value and economic impacts on adjoining and neighboring properties; and
- (c) Whether the code violation was a repeat violation as defined by EMC 7.05.020(10).

(2) In addition to any penalty that may be imposed by the City, any person violating or failing to comply with any of the provisions of the Edgewood Municipal Code shall be liable for all damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.

(3) Responsibility for violations of the codes enforced under this chapter and the penalties imposed in this section are joint and several, and the City is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the City required to take action against all persons potentially responsible for a violation.

**7.45.100 Notice of decision.**

The code enforcement board shall issue the decision to the person to whom a Notice of Code Violation was directed and to the Administrator within 10 business days of the hearing. Service shall be done by mail, by both first class and certified mail, and shall be deemed complete upon the third business day after depositing the decision into the mail.

#### **7.45.110 Extension – Modification.**

An extension of the time limit for correction or modification of the required corrective action may be granted by the code enforcement board if the person responsible for a violation requests an extension of time or modification of the required corrective action in writing no less than three business days prior to the date set by the board for completion of the corrective action and substantial progress in correcting the violation has occurred, but unforeseen circumstances render correction under the original conditions unattainable.

#### **7.45.120 Administrative review of compliance with corrective action.**

After the person responsible for performing the corrective action stated in the code enforcement board decision has given written notice to the Administrator of the completion of the corrective action, the administrator shall, within three business days, determine if the abatement or corrective action is complete.

#### **7.45.130 Appeal.**

- (1) Code Enforcement Board Decision Appeal. The decision of the code enforcement board issued pursuant to EMC 7.45.070 shall be final unless, within seven business days after the date of the decision, a written request for appeal is filed with the city clerk. Any appeal under this section shall be heard by the hearing examiner of the city in accordance with EMC 2.40.090 for review of such decision. Appeals shall be subject to an administrative appeal fee in accordance with EMC 3.35.010.
- (2) Hearing Examiner Decision Appeal. Decisions of the hearing examiner may be appealed to the Pierce County superior court. Notice of appeal shall be filed and served on all necessary parties within 21 calendar days of the date of decision. Notice of the appeal and any other pleadings required to be filed with the court to initiate the appeal shall be served on the parties within the applicable time period. If the 21-day period ends on a weekend or on a holiday, the following working day shall be the 21st day. The appeal shall be a closed record appeal based on the administrative record.
- (3) Cost of Court Appeal. The cost of transcribing and preparing all records necessary for appeal under subsection (2) of this section shall be paid for in advance by the appellant.
- (4) Stay of Daily Monetary Penalties. Any ongoing daily monetary penalties imposed by the code enforcement board shall not be stayed unless a timely appeal is filed pursuant to this chapter.

#### **7.45.140 Continued duty to correct.**

Payment of a monetary penalty does not relieve the person to whom the Notice of Code Violation was issued of the duty to correct the violation.

#### **7.45.150 Collection of monetary penalty.**

- (1) The monetary penalty constitutes a personal obligation of the person to whom the notice of violation is directed. Any monetary penalty assessed must be paid to the city within 10 calendar days from the date of mailing of the code enforcement board's decision or a notice from the city that penalties are due.
- (2) The Administrator is authorized to take appropriate action to collect the monetary penalty, including but not limited to court action. If a court action is instituted to collect the monetary penalty and the city is the prevailing party, the person to whom the notice of violation is directed shall be responsible for the attorney's fees and court costs incurred by the city related to the court action and the court has the authority to award said fees and costs to the city.

#### **7.45.160 Reduction of monetary penalty by administrator.**

- (1) Upon written request to the Administrator within 10 calendar days of issuance of final billing, the Administrator is authorized to reduce monetary penalties assessed by the code enforcement board for first time violators as follows:
  - (a) Up to 75 percent if a good faith effort was made to reconcile the violation;
  - (b) Up to 90 percent of the final billing upon abatement of the violation and if the ability to abate was impacted by factors beyond the reasonable control of the violator; or
  - (c) Up to 100 percent of the final billing upon abatement of the violation, if the person responsible for the violation is the current owner/occupant or purchaser/occupant of a household on the property under a valid land sales contract and the gross family income is no more than 80 percent of the Pierce County median income based on the latest information provided by the Washington State Office of Financial Management. Income information shall be verified through the household's latest tax return.
- (3) The Administrator's decision to reduce or not reduce a monetary penalty shall not be appealable.

#### **7.45.170 Reduction of monetary penalty by code enforcement board.**

- (1) The code enforcement board is authorized upon written request filed with the Administrator within 21 calendar days of issuance of final billing to reduce monetary penalties previously assessed by it for all violators as follows:
  - (a) Up to 75 percent if a good faith effort was made to reconcile the violation;
  - (b) Up to 90 percent of the final billing upon abatement of the violation and if the ability to abate was impacted by factors beyond the reasonable control of the violator; or
  - (c) Up to 100 percent of the final billing for first-time violators upon abatement of the violation, if the person responsible for the violation is the current owner/occupant or purchaser/occupant of a household on the property under a valid land sales contract and the gross family income is no more than 80 percent of the Pierce County median income based on the latest information provided by the Washington State Office of Financial Management. Income information shall be verified through the household's latest tax return.
- (2) The code enforcement board shall hear the request at its next regular meeting and issue a decision within 20 calendar days of the meeting.
- (3) The code enforcement board's decision to reduce or not reduce a monetary penalty shall not be appealable.

## **Chapter 7.50**

### **CODE ENFORCEMENT/ABATEMENT FUND**

Sections:

#### **7.50.010 Fund.**

#### **7.50.010 Fund.**

All fines, costs and abatement reimbursements recovered from violators resulting from code enforcement actions under this title shall be deposited in a code enforcement/abatement fund maintained by the city treasurer and utilized for future code enforcement actions under this title. Eligible expenses shall include all costs for abatement actions, education and outreach beyond the normal scope and budget of the code enforcement division, and one-time expenses associated with a specific case necessary for obtaining code compliance. The fund target balance shall be \$100,000. All revenues creating a balance in excess of \$100,000 shall be eligible for use in the city general fund.



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b><br>IAAC (Internal Accounting & Administrative Controls) Call Out and Emergency Pay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Agenda Item #:</b><br>2C         | <b>For Agenda of:</b><br>January 7, 2020                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Prepared by:</b><br>Dave Gray    |                                                                                                                                                                 |
| <b>ATTACHMENTS (list):</b> <input checked="" type="checkbox"/> Existing & Proposed Contract/Policy Comparative Matrix<br><input checked="" type="checkbox"/> Examples of Fife, Puyallup and Sumner CBA Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                                                                                                                                                 |
| <b>Approval of Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                                                                                                                                                 |
| Mayor, Daryl Eidinger                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | <b>Expenditure Required:</b><br>Emergency Basis                                                                                                                 |
| Asst. City Administrator, Dave Gray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | <b>Amount Budgeted:</b><br>\$4,000.00*                                                                                                                          |
| Interim City Attorney, Ann Marie J. Soto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>            | <b>Timeline:</b><br><del>12/03/2019 SS Discussion</del><br><del>12/10/2019 RCM Discussion</del><br><del>12/17/2019 SCM Action</del><br>01/07/2020 SS Discussion |
| City Clerk/HR Director, Rachel Pitzel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> |                                                                                                                                                                 |
| Community & Economic Development Director, Darren Groth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/> |                                                                                                                                                                 |
| Public Works Director, Jeremy Metzler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> |                                                                                                                                                                 |
| Information Technology Director, Matthew Ray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> |                                                                                                                                                                 |
| Police Chief, Micah Lundborg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>            |                                                                                                                                                                 |
| <b>Fiscal Note/Consideration:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                                                                                                                 |
| <b>SUMMARY STATEMENT:</b><br>City staff would like to propose the following changes be implemented during inclement weather. It is the city's goal to provide clear guidance on staff responsibility and to fairly compensate staff during periods City Facilities are closed or operating on limited hours or providing limited services due to circumstances beyond their control.<br><br>The process proposed in the IAAC, with the Council and Mayor's approval, will allow staff the ability to implement these procedures moving forward, and will be placed in the new Personnel Manual, which will be presented to Council for approval in 2020.<br><br>Attached are examples of CBA's from Fife, Puyallup and Sumner- each document has highlighted pages reflective of the proposed IAAC for Call Out and Holiday pay: |                                     |                                                                                                                                                                 |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                                                                                                                                 |
| <b>RECOMMENDED ACTION:</b> Hold a discussion and provide staff guidance regarding the proposed IAAC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                                                                                                                                                 |
| <b>ALTERNATIVES TO RECOMMENDED ACTION:</b> <ol style="list-style-type: none"> <li>1) Move to the next council meeting under the consent agenda</li> <li>2) Forward to another Study Session for further review</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                                                                                                                                                                 |

| EXISTING CONTRACTS/POLICIES                                                                                    |               |               |             |           |          |                                |  |  |
|----------------------------------------------------------------------------------------------------------------|---------------|---------------|-------------|-----------|----------|--------------------------------|--|--|
|                                                                                                                | Sumner        | Puyallup      | Fife        | Milton    | Edgewood |                                |  |  |
| Number of Public Works Employees                                                                               |               | 50            | 27          | 20        | 4.43     |                                |  |  |
| Number of Parks Maintenance Employees                                                                          |               |               | 10          |           | 1        |                                |  |  |
| Teamster Union Contract (yes/no)                                                                               | ✓             |               | ✓           |           |          |                                |  |  |
| AFL-CIO (yes/no)                                                                                               |               | ✓             |             |           |          |                                |  |  |
| American Federation of State, Coutny & Muncipal Employees (yes\no)                                             |               |               |             |           |          |                                |  |  |
| International Brotherhood of Electrical Workers                                                                |               |               |             | ✓         |          |                                |  |  |
| Straight Time Paid for Holiday Not Worked                                                                      | ✓             | ✓             | ✓           | ✓         | ✓        |                                |  |  |
| Holiday & Sick Hours Counted for OT Calculation                                                                | ✓             | ✓             |             |           |          |                                |  |  |
| Scheduled Types of Work (Prior Notice Given):                                                                  |               |               |             |           |          |                                |  |  |
| Straight Time Paid for Holiday Worked                                                                          |               |               |             |           | ✓        |                                |  |  |
| Overtime Paid for Shift Extentsion                                                                             | ✓             | ✓             | ✓           | ✓         |          |                                |  |  |
| Overtime Paid for Extra Workdays                                                                               | ✓             | ✓             | ✓           | ✓         |          | Puyallup sixth day 1.5         |  |  |
| Overtime Paid for Holiday Worked                                                                               |               |               |             |           |          |                                |  |  |
| Overtime Paid for Saturday/Sunday                                                                              | ✓             |               |             | 10% Extra |          | Saturdays                      |  |  |
| Double Time Paid for Shift Extension                                                                           |               |               |             |           |          |                                |  |  |
| Double Time Paid for Extra Workdays                                                                            |               | ✓             |             |           |          | Puyallup seventy day 2.0       |  |  |
| Double Time Paid for Holiday Worked                                                                            | ✓             | ✓             | ✓           | ✓         |          |                                |  |  |
| Double Time Paid for Saturday/Sunday                                                                           | ✓             |               |             | ✓         |          | Sundays                        |  |  |
| Doule Time & One Half Paid for Special Circumstances                                                           | ✓             |               |             |           |          | Sunday or Holiday hours over 8 |  |  |
| Not Scheduled Types of Work (Call Out/Call Back):                                                              |               |               |             |           |          |                                |  |  |
| Overtime Paid for Call Out/Call Back                                                                           | ✓             | ✓             |             | ✓         |          |                                |  |  |
| Doubletime Paid for Call Out/Call Back                                                                         |               |               | ✓           |           |          |                                |  |  |
| 2 Hour Minimum Pay                                                                                             |               |               | ✓           |           |          |                                |  |  |
| 3 Hour Minimum Pay                                                                                             | ✓             | ✓             |             |           |          |                                |  |  |
| 4 Hour Minimum Pay                                                                                             | ✓             |               | ✓           |           |          | Sundays & Holidays, Fife Shift |  |  |
| Other Types of Pay:                                                                                            |               |               |             |           |          |                                |  |  |
| Stand-By Ready Pay                                                                                             | 3.10/Hour     | \$2.00/Hour   |             |           |          |                                |  |  |
| Phone Call Support Pay                                                                                         | 1 hr Min @ OT | 1/4 Hour @ OT |             |           |          |                                |  |  |
| City Phone Carry Pay (required to carry phone)                                                                 |               |               | \$225/Month |           |          |                                |  |  |
|                                                                                                                |               |               |             |           |          |                                |  |  |
| NOTES:                                                                                                         |               |               |             |           |          |                                |  |  |
| Sumner provides accrued leave for Inclement Weather work when City Hall is closed. (ST pay plus paid time off) |               |               |             |           |          |                                |  |  |
| Milton provides "shift differentials (forced changes) of 10% of ST Pay                                         |               |               |             |           |          |                                |  |  |
| Milton provides 4 Hours ST Pay for "fatigue pay" paid time to rest.                                            |               |               |             |           |          |                                |  |  |
|                                                                                                                |               |               |             |           |          |                                |  |  |
| Pyramiding. Whenever two or more overtime or premium rates of pay may appear                                   |               |               |             |           |          |                                |  |  |
| applicable to the same hour or hours worked by an employee, there shall be no pyramiding or                    |               |               |             |           |          |                                |  |  |
| adding together of such overtime or premium rates and only the higher of the applicable rates shall            |               |               |             |           |          |                                |  |  |
| apply.                                                                                                         |               |               |             |           |          |                                |  |  |
|                                                                                                                |               |               |             |           |          |                                |  |  |
| Report Time. Any employee who reports for work as directed shall receive a                                     |               |               |             |           |          |                                |  |  |
| minimum of two (2) hours pay. No shifts for less than four (4) hours shall be scheduled unless the             |               |               |             |           |          |                                |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                    |               |               |             |        |           |  |  |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|-------------|--------|-----------|--|--|--------------------------------|
| employee agrees to work less than a four hour shift in writing. If an employee reports for work as directed he shall receive pay for the actual shift scheduled if the schedule is for less than four hours. If the person is scheduled for more than four (4) hours then he shall receive pay for the actual number of hours of work, or for (4) hours pay, whichever is greater. |               |               |             |        |           |  |  |                                |
| <b>Set -up Pay. Also called "Acting Pay"</b>                                                                                                                                                                                                                                                                                                                                       |               |               |             |        |           |  |  |                                |
| <b>Longevity Pay</b>                                                                                                                                                                                                                                                                                                                                                               |               |               |             |        |           |  |  |                                |
| <b>Seniority</b>                                                                                                                                                                                                                                                                                                                                                                   |               |               |             |        |           |  |  |                                |
| <b>Meal Allowance</b>                                                                                                                                                                                                                                                                                                                                                              |               |               |             |        |           |  |  |                                |
| <b>PROPOSED EDGEWOOD POLICY</b>                                                                                                                                                                                                                                                                                                                                                    |               |               |             |        |           |  |  |                                |
|                                                                                                                                                                                                                                                                                                                                                                                    | Sumner        | Puyallup      | Fife        | Milton | Edgewood  |  |  |                                |
| Number of Public Works Employees                                                                                                                                                                                                                                                                                                                                                   |               |               |             |        |           |  |  |                                |
| Number of Parks Maintenance Employees                                                                                                                                                                                                                                                                                                                                              |               |               |             |        |           |  |  |                                |
| Teamster Union Contract (yes/no)                                                                                                                                                                                                                                                                                                                                                   | ✓             |               | ✓           |        |           |  |  |                                |
| AFL-CIO (yes/no)                                                                                                                                                                                                                                                                                                                                                                   |               | ✓             |             |        |           |  |  |                                |
| American Federation of State, County & Municipal Employees (yes/no)                                                                                                                                                                                                                                                                                                                |               |               |             |        |           |  |  |                                |
| International Brotherhood of Electrical Workers                                                                                                                                                                                                                                                                                                                                    |               |               |             | ✓      |           |  |  |                                |
| Other                                                                                                                                                                                                                                                                                                                                                                              |               |               |             |        |           |  |  |                                |
| Other                                                                                                                                                                                                                                                                                                                                                                              |               |               |             |        |           |  |  |                                |
| Straight Time Paid for Holiday Not Worked                                                                                                                                                                                                                                                                                                                                          | ✓             | ✓             | ✓           | ✓      | ✓         |  |  |                                |
| Holiday & Sick Hours Counted for OT Calculation                                                                                                                                                                                                                                                                                                                                    | ✓             | ✓             |             |        | ✓         |  |  |                                |
| <b>Scheduled Types of Work (Prior Notice Given):</b>                                                                                                                                                                                                                                                                                                                               |               |               |             |        |           |  |  |                                |
| Straight Time Paid for Holiday Worked                                                                                                                                                                                                                                                                                                                                              |               |               |             |        |           |  |  |                                |
| Overtime Paid for Shift Extension                                                                                                                                                                                                                                                                                                                                                  | ✓             | ✓             | ✓           | ✓      | ✓         |  |  |                                |
| Overtime Paid for Extra Workdays                                                                                                                                                                                                                                                                                                                                                   | ✓             | ✓             | ✓           | ✓      | ✓         |  |  | Puyallup sixth day 1.5         |
| Overtime Paid for Holiday Worked                                                                                                                                                                                                                                                                                                                                                   |               |               |             |        |           |  |  |                                |
| Overtime Paid for Saturday/Sunday                                                                                                                                                                                                                                                                                                                                                  | ✓             |               |             |        | 10% Extra |  |  | Saturdays                      |
| Double Time Paid for Shift Extension                                                                                                                                                                                                                                                                                                                                               |               |               |             |        |           |  |  |                                |
| Double Time Paid for Extra Workdays                                                                                                                                                                                                                                                                                                                                                |               | ✓             |             |        |           |  |  | Puyallup seventh day 2.0       |
| Double Time Paid for Holiday Worked                                                                                                                                                                                                                                                                                                                                                | ✓             | ✓             | ✓           | ✓      | ✓         |  |  |                                |
| Double Time Paid for Saturday/Sunday                                                                                                                                                                                                                                                                                                                                               | ✓             |               |             |        | ✓         |  |  | Sundays                        |
| Double Time & One Half Paid for Special Circumstances                                                                                                                                                                                                                                                                                                                              | ✓             |               |             |        |           |  |  | Sunday or Holiday hours over 8 |
| <b>Not Scheduled Types of Work (Call Out/Call Back):</b>                                                                                                                                                                                                                                                                                                                           |               |               |             |        |           |  |  |                                |
| Overtime Paid for Call Out/Call Back                                                                                                                                                                                                                                                                                                                                               | ✓             | ✓             |             | ✓      |           |  |  |                                |
| Doubletime Paid for Call Out/Call Back                                                                                                                                                                                                                                                                                                                                             |               |               | ✓           |        | ✓         |  |  |                                |
| 2 Hour Minimum Pay                                                                                                                                                                                                                                                                                                                                                                 |               |               | ✓           |        |           |  |  | Call Out Minimum               |
| 3 Hour Minimum Pay                                                                                                                                                                                                                                                                                                                                                                 | ✓             | ✓             |             |        |           |  |  |                                |
| 4 Hour Minimum Pay                                                                                                                                                                                                                                                                                                                                                                 | ✓             |               | ✓           |        | ✓         |  |  | Sundays & Holidays, Fife Shift |
| <b>Other Types of Pay:</b>                                                                                                                                                                                                                                                                                                                                                         |               |               |             |        |           |  |  |                                |
| Stand-By Ready Pay                                                                                                                                                                                                                                                                                                                                                                 | 3.10/Hour     | \$2.00/Hour   |             |        |           |  |  |                                |
| Phone Call Support Pay                                                                                                                                                                                                                                                                                                                                                             | 1 hr Min @ OT | 1/4 Hour @ OT |             |        |           |  |  |                                |
| City Phone Carry Pay (required to carry phone)                                                                                                                                                                                                                                                                                                                                     |               |               | \$225/Month |        |           |  |  |                                |

# COLLECTIVE BARGAINING AGREEMENT

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

## Table of Contents

|                                           |   |
|-------------------------------------------|---|
| ARTICLE I – GENERAL .....                 | 1 |
| 1.1 Parties.....                          | 1 |
| 1.2 Public Employees.....                 | 1 |
| 1.3 Term of Agreement.....                | 1 |
| ARTICLE II – UNION RECOGNITION .....      | 1 |
| 2.1 Union Recognized.....                 | 1 |
| 2.2 Intentionally left blank.....         | 1 |
| 2.3 Classification Not Guaranteed.....    | 1 |
| 2.4 Integrity of the Bargaining Unit..... | 2 |
| ARTICLE III – UNION SECURITY.....         | 2 |
| 3.1.....                                  | 2 |
| 3.2.....                                  | 2 |
| 3.3.....                                  | 2 |
| 3.4.....                                  | 2 |
| ARTICLE IV – UNION DUES .....             | 3 |
| 4.1.....                                  | 3 |
| 4.2.....                                  | 3 |
| 4.3.....                                  | 3 |
| 4.4.....                                  | 3 |
| 4.5.....                                  | 3 |
| ARTICLE V.....                            | 3 |
| Intentionally left blank.....             | 3 |
| ARTICLE VI – SENIORITY.....               | 3 |
| 6.05 Definitions.....                     | 3 |
| 6.1.....                                  | 4 |
| 6.2.....                                  | 4 |
| 6.3.....                                  | 5 |
| 6.4.....                                  | 5 |

|                                                   |    |
|---------------------------------------------------|----|
| 6.5.....                                          | 5  |
| ARTICLE VII – BULLETIN BOARDS.....                | 5  |
| 7.1.....                                          | 5  |
| ARTICLE VIII – VACATIONS .....                    | 6  |
| 8.1 Regular Full-Time Employees. ....             | 6  |
| 8.2 Regular Part-Time Employees. ....             | 6  |
| ARTICLE IX – HOLIDAYS .....                       | 7  |
| 9.1.....                                          | 7  |
| 9.2.....                                          | 7  |
| 9.3 Eligibility.....                              | 8  |
| (a) Regular Full-Time Employees. ....             | 8  |
| (b) Regular Part-Time Employees. ....             | 8  |
| ARTICLE X – SICK LEAVE AND BEREAVEMENT LEAVE..... | 8  |
| 10.1(a) .....                                     | 8  |
| 10.1(b) .....                                     | 9  |
| 10.1(c) .....                                     | 9  |
| 10.1(d) .....                                     | 9  |
| 10.1(e) .....                                     | 9  |
| 10.1(f).....                                      | 9  |
| 10.1(g) .....                                     | 9  |
| 10.2.....                                         | 9  |
| 10.2(a) .....                                     | 10 |
| 10.3 Catastrophic Sick Leave Sharing. ....        | 10 |
| 10.3.1 Definition: .....                          | 10 |
| 10.3.2.....                                       | 10 |
| 10.3.2(a) .....                                   | 10 |
| 10.3.3.....                                       | 10 |
| 10.3.4.....                                       | 10 |
| 10.3.5.....                                       | 11 |
| 10.3.6.....                                       | 11 |
| 10.3.7.....                                       | 11 |
| 10.3.8.....                                       | 11 |
| 10.3.9.....                                       | 11 |

|                                                  |                                     |
|--------------------------------------------------|-------------------------------------|
| ARTICLE XI – LEAVES OF ABSENCE .....             | 11                                  |
| 11.1.....                                        | 11                                  |
| 11.2.....                                        | 11                                  |
| 11.3 Military Leave.....                         | 11                                  |
| 11.4 Jury Duty.....                              | 12                                  |
| ARTICLE XII – WORK SCHEDULE .....                | 12                                  |
| 12.1 Regular Full-time Employees.....            | 12                                  |
| 12.2 Regular Part-time Employees.....            | 12                                  |
| 12.3 Temporary Employees. ....                   | <b>Error! Bookmark not defined.</b> |
| ARTICLE XIII – OVERTIME .....                    | 12                                  |
| 13.1 Pyramiding.....                             | 12                                  |
| 13.2 Report Time.....                            | 12                                  |
| 13.3 Overtime.....                               | 12                                  |
| 13.4 Set-up Pay. ....                            | 13                                  |
| ARTICLE XIV – EMERGENCY CALL-IN AND STANDBY..... | 14                                  |
| 14.1.....                                        | 14                                  |
| 14.2.....                                        | 14                                  |
| 14.3.....                                        | 14                                  |
| ARTICLE XV – WAGES AND LONGEVITY .....           | 14                                  |
| 15.1.....                                        | 14                                  |
| 15.2.....                                        | 15                                  |
| 15.3 Meal and Rest Periods.....                  | 15                                  |
| 15.3 .....                                       | 15                                  |
| ARTICLE XVI – HEALTH AND WELFARE .....           | 16                                  |
| 16.1.....                                        | 16                                  |
| 16.2.....                                        | 16                                  |
| 16.3.....                                        | 16                                  |
| 16.4.....                                        | 16                                  |
| 16.4.1 .....                                     | 16                                  |
| 16.4.2 .....                                     | 16                                  |
| 16.5.....                                        | 17                                  |
| 16.6.....                                        | 17                                  |
| ARTICLE XVII.....                                | 17                                  |

|                                                     |    |
|-----------------------------------------------------|----|
| Intentionally left blank. ....                      | 17 |
| ARTICLE XVIII – GRIEVANCE PROCEDURES .....          | 17 |
| 18.1.....                                           | 17 |
| 18.2.....                                           | 17 |
| 18.3 Step 1.....                                    | 17 |
| 18.4 Step 2.....                                    | 18 |
| 18.5 Step 3.....                                    | 18 |
| 18.6 Step 4.....                                    | 18 |
| 18.7 Step 5.....                                    | 18 |
| 18.8 Limitations of the Arbitrator’s Authority..... | 19 |
| 18.9 Time Limits.....                               | 19 |
| ARTICLE XIX – UNION ACTIVITIES .....                | 20 |
| 19.1.....                                           | 20 |
| 19.2 Shop Stewards.....                             | 20 |
| 19.3 Conduct of Union Business.....                 | 20 |
| 19.4 Union Access.....                              | 20 |
| ARTICLE XX – DISCRIMINATION.....                    | 20 |
| 20.1.....                                           | 20 |
| 20.2.....                                           | 20 |
| ARTICLE XXI.....                                    | 21 |
| Intentionally left blank. ....                      | 21 |
| ARTICLE XXII – RIGHTS AND AUTHORITY .....           | 21 |
| 22.1 Direction of Workforce.....                    | 21 |
| 22.1.1 .....                                        | 21 |
| 22.1.2.....                                         | 21 |
| 22.1.3.....                                         | 22 |
| 22.2 Intentionally left blank. ....                 | 22 |
| 22.3 Application of the Rules.....                  | 22 |
| 22.4 City Rules and Regulations.....                | 22 |
| ARTICLE XXIII – STRIKES OR LOCKOUT .....            | 22 |
| 23.1 Intentionally left blank. ....                 | 21 |
| 23.2.....                                           | 21 |
| ARTICLE XXIV – SAVINGS CLAUSE .....                 | 21 |

  
CITY

  
UNION

|                                                 |    |
|-------------------------------------------------|----|
| 24.1.....                                       | 21 |
| 24.2.....                                       | 21 |
| 24.3 Unrestricted Negotiations.....             | 22 |
| ARTICLE XXV .....                               | 22 |
| Intentionally left blank. ....                  | 22 |
| ARTICLE XXVI.....                               | 22 |
| Intentionally left blank. ....                  | 22 |
| ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE..... | 22 |
| 27.1.....                                       | 22 |
| ARTICLE XXVIII - DRUG-FREE WORKPLACE.....       | 22 |
| 28.1.....                                       | 22 |
| 28.2.....                                       | 22 |
| ARTICLE XXIX – NEW TECHNOLOGY .....             | 23 |
| 29.1.....                                       | 23 |
| ARTICLE XXX - EDUCATIONAL BENEFITS.....         | 23 |
| 30.1.....                                       | 23 |
| Exhibit A-1 .....                               | 28 |
| Exhibit A-2 .....                               | 29 |
| Exhibit B .....                                 | 30 |

## COLLECTIVE BARGAINING AGREEMENT

### CITY OF FIFE – I.A.M.A.W.

#### ARTICLE I – GENERAL

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

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

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

#### ARTICLE II – UNION RECOGNITION

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

**2.2 Intentionally left blank.**

**2.3 Classification Not Guaranteed.**

- (a) The City reserves the right to add new job classifications, eliminate old job classifications, and change job titles.
- (b) The City shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.
- (c) Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classifications or requirements of other classifications with the facility. Before putting these

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

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

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

### ARTICLE III – UNION SECURITY

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

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

**3.3** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

**3.4** The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) calendar days' notification of

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

#### **ARTICLE IV – UNION DUES**

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

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

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

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

**4.5** The Union and employee shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made the Union shall refund directly to the employee any such amount.

#### **ARTICLE V**

**Intentionally left blank.**

#### **ARTICLE VI – SENIORITY**

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

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

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

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

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

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended in writing by the City and the employee;
- (d) Exceeding a leave of absence (unless excused in writing);
- (e) Giving a false reason for obtaining a leave of absence;
- (f) Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;
- (g) Retirement.

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

his/her work performance after three (3) months. The Union may not question the discipline or dismissal of any probationary employee nor shall the dismissal be the subject of a grievance. The probationary period may be extended on a case by case basis by written agreement between the Union, the City and the Employee. After six (6) months an employee's seniority shall date back to the day on which his/her employment began.

**6.4** In the event of economic layoff, within each classification the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. This procedure is to be followed for a period of one year following the date of layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from his/her receipt of the notice to advise the City, in writing, that he/she intends to accept the offer of rehire. He/She shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days from receipt of the Notice of Intent to Hire, whichever is later; provided, however, the City shall have no obligation to rehire said laid off employee if he/she is no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with his/her current address and the Notice of Intent to Hire is returned unopened, or he/she fails to provide the City with written notice of acceptance within the five (5) day deadline referred to above. Provided, however, there shall be no seniority carried forward for the first sixty (60) days in any new job classification as it relates to in class layoffs in the new classification during said sixty (60) day period. Provided, further, any person who is placed in a new job classification and then is laid off within sixty (60) days of the reclassification shall have the right to be reassigned to his/her previous job classification.

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

## **ARTICLE VII – BULLETIN BOARDS**

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

  
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## ARTICLE VIII – VACATIONS

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

- (a) There shall be an additional eight (8) hours of vacation for every completed year of continuous service up to a maximum of two hundred forty (240) hours vacation per year. Provided, however, during the course of the year, an employee’s total vacation accumulation may exceed 240 hours. If the employer approves vacation for an employee and the employer subsequently rescinds the approval without sufficient time for the employee to use the vacation before the employee’s employment anniversary date, then the employee shall be entitled to cash out on the anniversary date for the portion of the rescinded vacation hours that are use or lose hours. The cash out shall be at straight time rate.
- (b) Employees may take vacation in half-hour increments.
- (c) Vacation shall accrue on a monthly basis beginning on an employee’s “anniversary date”, which accrual shall be available for use by the employee, subject to scheduling, immediately upon accrual. “Anniversary date” means the one (1) year anniversary of the date an employee is first hired for a regular position and has performed one (1) year of continuous regular full-time employment. “Anniversary date” is distinguished from an employee’s “in-position date”, which shall mean the date upon which the employee is promoted or placed into his/her current position. For example, if an employee is hired on January 1, 2008 his/her “anniversary date” shall be January 1<sup>st</sup> of each year after 2008 (provided the employee has been employed on a continuous regular full-time basis). If this same employee is promoted to another position on March 15, 2010, his/her “in-position date” shall be March 15, 2010 in regard to current promoted position.

### **8.2 Regular Part-Time Employees.**

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

- (a) Regular part-time employees who work at least forty (40) hours in a pay period shall be eligible to accrue vacation for that pay period.
- (b) Eligible regular part-time employees shall accrue vacation at the rate of one (1) hour for every twenty-one (21) hours worked in the respective pay period.
- (c) Except as provided in Article 8.2, regular part-time employees' use of vacation shall be subject to the same rules, procedures, and policies applicable to full-time employees.

## **ARTICLE IX – HOLIDAYS**

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

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

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

**9.2** Time and a half (1-1/2) the employee's straight time hourly rate of pay in addition to holiday pay will be paid for scheduled work performed on a holiday or compensatory time off at the time and a half (1-1/2) rate, whichever is mutually agreed to between the City and employee. In addition, employees shall receive double time (or compensatory time off at the rate of double time) for work performed on Christmas Day or Thanksgiving Day in addition to holiday pay. The employee may accumulate not more than eighty (80) hours compensatory time. The use of accumulated compensatory time shall be scheduled by agreement with the City.

### **9.3 Eligibility.**

#### **(a) Regular Full-Time Employees.**

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

#### **(b) Regular Part-Time Employees.**

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

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

### **ARTICLE X – SICK LEAVE AND BEREAVEMENT LEAVE**

**10.1(a)** Sick leave for regular full-time employees for non-duty connected injury or illness shall be computed at the rate of eight (8) hours per month up to ninety-six (96) hours each year with a maximum accumulation of 1,600 hours. Sick leave for regular part-time employees for non-duty connected injury or illness shall be computed at the rate of one hour for each twenty-one (21) hours worked up to ninety-six (96) hours each year with a maximum accumulation of 800 hours. Such leave shall be granted upon application before or within a reasonable time after the absence, depending upon the circumstances of each case. If an injury or unforeseen illness occurs during vacation, sick leave may be used in lieu of vacation upon a physician's written approval. Sick leave for new members shall commence accumulating at date of entry in the department. Upon termination for any reason, a regular employee shall be paid for his/her actual accumulated sick leave pursuant to the following formula:

1<sup>st</sup> 400 hours at 25%  
2<sup>nd</sup> 400 hours at 50%  
3<sup>rd</sup> 400 hours at 75%

Employees shall not receive any compensation for accumulated sick leave in excess of 1600 hours for full time and 800 hours for part time.

Such pay shall be considered severance pay.

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

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

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

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

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

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

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

**10.2** When a regular full-time employee is absent from work on a scheduled work day because of death in the employee’s immediate family, the employee will be paid for such time up to a maximum of three (3) working days at the employee’s straight time rate for full time employees and 12 hours at the employee’s straight time rate for regular part time employees, except if the employee must leave the state of Washington (in which case an amount up to a maximum of five (5) working days at the full time employee’s straight time rate, and 20 hours at the regular part time employee’s straight time rate, will be paid). The employee shall be required to provide information substantiating the need for the leave prior to being granted the leave.

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

### **10.3 Catastrophic Sick Leave Sharing.**

**10.3.1 Definition:** A “catastrophic or severe medical condition, illness or injury” shall be defined as:

- (1) A physician-certified death imminent case; or
- (2) A medical condition, illness, or injury which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to:
  - (a) go on a leave of absence without pay in excess of ten (10) working days; or
  - (b) terminate City employment;
  - (c) and shall not include any mental, emotional or stress related medical condition, illness, claims or injuries, except for periods of hospitalization or institutional internment.

**10.3.2** In the event there is an employee (or an immediate family member of the employee) that has been diagnosed with a qualifying catastrophic illness and other employees would like to dedicate their sick leave benefits or a portion thereof, the City will accept employees sharing sick leave dedicated to the employee with the catastrophic illness subject to the terms of the remainder of this section (10.3).

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

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

**10.3.4** To be eligible to receive shared leave, an employee must have diligently pursued and be found to be ineligible for state industrial insurance benefits or other disability benefits. For example, the employee must present official or certified copies of letters or forms filled out by him/her with the applicable state agency or insurance company which demonstrates their diligence in seeking applicable benefits. The employee will also be required to provide appropriate medical certification both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the subject condition. An employee may not receive more than a total of one hundred and twenty (120) days of shared leave throughout the employee’s employment with the City or ninety (90) days during a single occurrence of illness or injury.

**10.3.5** An employee receiving shared leave will not accrue or be eligible to receive paid leave such as vacation, sick leave, or holiday leave. The shared leave being taken shall not be considered earned leave and thus other leave shall not accrue.

**10.3.6** In order to be eligible to donate sick leave, an employee must have total accrued sick leave of greater than twenty (20) days. Only days in excess of the twenty (20) days may be donated. The donation of sick leave shall be made on a "day for day" basis, meaning that one (1) day of donated sick leave shall equate to one (1) day of sick leave being received by the subject employee. "One day" shall be equal to eight (8) hours for purposes of this section. Employees may donate sick leave under this section in increments of no less than one (1) hour (and, in that event, said donations shall be made on an "hour for hour" basis).

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

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

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

## **ARTICLE XI – LEAVES OF ABSENCE**

**11.1** The City may, in its sole discretion, grant a regular employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the City Manager or his/her designee. Upon the expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on written leave to report promptly at the expiration of leave shall be cause for discharge.

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

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

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

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

## **ARTICLE XII – WORK SCHEDULE**

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

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

## **ARTICLE XIII – OVERTIME**

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

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

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

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

#### **13.4 Set-up Pay.**

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

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

A workday is defined as a day that the Department Director normally reports to work for a full shift. For the purpose of set-up pay, "work days" do not include the subject bargaining unit employee's vacation days, sick days, holidays or weekends. If the employee is serving as acting Department Director on the day before and the day after a holiday or weekend those workdays shall be considered "consecutive" for set-up pay purposes. The set-up pay shall be equal to ten percent (10%) of the bargaining unit employee's Department Director's base wage in effect at the time the employee serves as acting Department Director.

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

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

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

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

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

#### ARTICLE XIV – EMERGENCY CALL-IN AND STANDBY

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

14.2 Intentionally left blank.

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

#### ARTICLE XV – WAGES AND LONGEVITY

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

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

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

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

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

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

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

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

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

- A. Longevity pay shall be 3% of the qualified employee's base rate commencing on the first day of the fifth year of employment. For all employees, including regular part-time employees.
- B. Longevity pay for all employees, including regular part-time employees, will be an additional 3% of the qualified employee's base rate commencing on the first day of the tenth year of employment.
- C. Employees hired after January 1, 1995 shall not receive longevity pay.

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

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

## **ARTICLE XVI – HEALTH AND WELFARE**

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

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

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

- a. The employee has medical insurance coverage through another provider; and
- b. The City's insurance plan providers allow employees to opt out if the employee has alternative health care coverage.

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

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

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

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

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

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

## **ARTICLE XVII**

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## **ARTICLE XVIII – GRIEVANCE PROCEDURES**

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

**18.2** All grievance activities shall be on the employee's own time. He/she shall not be paid for participating in the preparation of a grievance or in presenting a grievance through the grievance procedure. Provided, however, the employee shall be paid if any hearing or presentation is scheduled during his/her normal work shift.

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

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

**18.5 Step 3.** If no settlement is reached in step one and step two, the grievance shall be presented in writing to the City Manager within ten (10) working days from the date the appropriate Department Director provides his/her written response to the Union Representative pursuant to step two. The City Manager shall then conduct such investigation as is necessary to fully evaluate the merits of the grievance. The City Manager shall provide his or her written response within ten (10) working days from the date the matter is referred to him/her.

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

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

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

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

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

## ARTICLE XIX – UNION ACTIVITIES

**19.1** The Shop Stewards shall be granted leave from duty with pay for negotiation sessions with management that occur during the Steward's regular work shift. For meetings that take place at a time during which such a member is not scheduled to be on duty, that time shall be non-compensatory.

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

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

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

## ARTICLE XX – DISCRIMINATION

**20.1** Any employee member of the Union acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union's membership or activities.

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

## ARTICLE XXI

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## ARTICLE XXII – RIGHTS AND AUTHORITY

### 22.1 Direction of Workforce.

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

- A. Direct employees;
- B. Hire, promote, transfer, assign and retain employees;
- C. Suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause;
- D. Relieve employees from duty because of lack of work or other legitimate reasons;
- E. Maintain the efficiency of the operation entrusted to the City;
- F. Determine methods, means and personnel by which such operations are to be conducted;
- G. Take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency;
- H. The right to determine its mission, policies and all standards of service offered to the public;
- I. To plan, direct, schedule, control and determine the operations of services to be conducted by the employees;
- J. To determine the methods, means and number of personnel needed to carry out operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duty shall be performed by the employee; and
- K. To introduce and use new or improved methods, equipment, or facilities.

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

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



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

**22.2 Intentionally left blank.**

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

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

**ARTICLE XXIII – STRIKES OR LOCKOUT**

**23.1 Intentionally left blank.**

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

**ARTICLE XXIV – SAVINGS CLAUSE**

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

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

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

#### **ARTICLE XXV**

**Intentionally left blank.**

#### **ARTICLE XXVI**

**Intentionally left blank.**

#### **ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE**

**27.1** The City and the Union agree that a need exists for closer cooperation between Labor and Management and further, from time to time, suggestions and complaints of a general nature affecting the Union and the City require consideration. To accomplish this objective, the City and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-management Committee, the other half being no more than three (3) representatives of the City named for that purpose. The Committee shall meet periodically for the purpose of discussion and facilitating the resolution of all problems that may arise between the parties.

#### **ARTICLE XXVIII - DRUG-FREE WORKPLACE**

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

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

  
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## ARTICLE XXIX – NEW TECHNOLOGY

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

## ARTICLE XXX - EDUCATIONAL BENEFITS

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

CITY OF FIFE

  
David K. Zabel  
City Manager

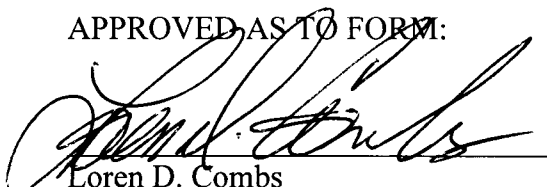
ATTEST:

\_\_\_\_\_  
Carol Etgen  
City Clerk

INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS, DISTRICT LODGE 160

  
Bob Westbrook  
Business Representative

APPROVED AS TO FORM:

  
Loren D. Combs  
Fife City Attorney

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

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

2013 Update to Exhibit A-1

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

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

**Exhibit B**  
**Collective Bargaining Agreement**

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

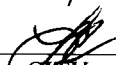
Job Classification as of January 1, 2011

**TITLE**

**RANGE**

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

COLLECTIVE BARGAINING AGREEMENT  
PAGE 26  
12/24/13

  
CITY

  
UNION

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

**PART-TIME POSITIONS**

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

  
CITY

  
UNION

**AGREEMENT BY AND BETWEEN**

**CITY OF MILTON**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 483**

**JANUARY 1, 2016 - DECEMBER 31, 2019**

## TABLE OF CONTENTS

|                                                | Page |
|------------------------------------------------|------|
| ARTICLE 1 - RECOGNITION                        | 1    |
| 1.1 Union Recognition.                         | 1    |
| ARTICLE 2 - UNION MEMBERSHIP                   | 1    |
| 2.1 Union Membership.                          | 1    |
| 2.2 Religious Objectors.                       | 1    |
| 2.3 New Employees.                             | 2    |
| 2.4 Dues Deductions.                           | 2    |
| ARTICLE 3 - MANAGEMENT RIGHTS                  | 2    |
| 3.1 Direction of Workforce.                    | 2    |
| 3.2 City Rules and Regulations.                | 2    |
| 3.3 Application of Rules.                      | 2    |
| 3.4 Volunteers                                 | 3    |
| ARTICLE 4 - UNION RIGHTS                       | 3    |
| 4.1 Access to Premises.                        | 3    |
| 4.2 Union Stewards.                            | 3    |
| 4.3 Union Bulletin Boards.                     | 3    |
| 4.4 Wage Status of Employees.                  | 3    |
| 4.5 No Discrimination Based on Union Activity. | 3    |
| ARTICLE 5 - NON-DISCRIMINATION                 | 4    |
| 5.1 No Employment Discrimination.              | 4    |
| 5.2 Use of Grievance Procedure.                | 4    |
| ARTICLE 6 - GRIEVANCE PROCEDURE                | 4    |
| 6.1 Purpose.                                   | 4    |
| 6.2 Definition.                                | 4    |
| 6.3 Time Limitations.                          | 4    |
| 6.4 Step 1 - Verbal.                           | 4    |
| 6.5 Step 2 - Written.                          | 4    |
| 6.6 Step 3 - Arbitration.                      | 5    |
| 6.6.1                                          | 5    |
| 6.6.2                                          | 5    |
| 6.6.3                                          | 5    |
| 6.6.4                                          | 5    |
| 6.7 Election of Remedies.                      | 5    |
| ARTICLE 7 - STRIKES AND LOCKOUTS               | 5    |
| ARTICLE 8 - HEALTH AND SAFETY                  | 6    |
| 8.2 Mutual Objective.                          | 6    |
| 8.3 Safety Committee.                          | 6    |
| 8.4 Safety Committee Activities.               | 6    |
| 8.5 Safety Equipment.                          | 6    |
| ARTICLE 9 - LABOR MANAGEMENT COMMITTEE         | 6    |
| 9.1 Labor Management Committee.                | 6    |
| 9.2 Letters of Agreement.                      | 7    |
| ARTICLE 10 - PROBATIONARY EMPLOYEES            | 7    |

## TABLE OF CONTENTS (continued)

|                                                                               | Page |
|-------------------------------------------------------------------------------|------|
| 10.1 Probation.                                                               | 7    |
| 10.2 Promotional/Transfer Probation and Involuntary Return to Prior Position. | 7    |
| 10.3 Voluntary Return to Prior Position.                                      | 7    |
| ARTICLE 11 - SENIORITY                                                        | 7    |
| 11.1 Definitions.                                                             | 7    |
| 11.2 Seniority List.                                                          | 7    |
| 11.3 Vacancies and Promotions.                                                | 7    |
| 11.4 Layoffs.                                                                 | 8    |
| 11.5 Recall Rights.                                                           | 8    |
| 11.6 Loss of Seniority.                                                       | 8    |
| ARTICLE 12 - EMPLOYEE CLASSIFICATIONS                                         | 8    |
| 12.1 Regular Full-Time Employees.                                             | 8    |
| 12.2 Regular Part-Time Employees.                                             | 8    |
| 12.3 Directors.                                                               | 8    |
| 12.4 New Classifications.                                                     | 8    |
| 12.5 Temporary Employees.                                                     | 9    |
| ARTICLE 13 - WAGES, CLASSIFICATIONS AND HOURS OF WORK                         | 9    |
| 13.1 Appendix Provisions.                                                     | 9    |
| 13.2 Promotions.                                                              | 10   |
| 13.3 Out of Class Pay.                                                        | 10   |
| 13.4 Compensatory Time.                                                       | 10   |
| 13.5 Hours of Work and Flextime                                               | 10   |
| 13.6 Meal and Rest Breaks.                                                    | 11   |
| 13.7 Overtime Compensation/Fatigue Time                                       | 11   |
| 13.8 Call Back Pay                                                            | 11   |
| 13.9 Educational Reimbursement                                                | 11   |
| 13.10 Longevity Pay.                                                          | 12   |
| 13.11 Anniversary Date                                                        | 12   |
| 13.12 Mutual Aid Compensation                                                 | 12   |
| 12.13 Emergency Compensation                                                  | 12   |
| ARTICLE 14 - HOLIDAYS                                                         | 13   |
| 14.1 Number of Paid Holidays.                                                 | 13   |
| 14.2 Date of Holidays.                                                        | 13   |
| 14.3 Eligibility.                                                             | 13   |
| 14.4 Worked Holidays.                                                         | 13   |
| 14.5 Holiday Pay.                                                             | 13   |
| ARTICLE 15 - VACATION                                                         | 13   |
| 15.1 Vacation.                                                                | 13   |
| 15.2 Eligibility, Accrual and Scheduling.                                     | 14   |
| 15.3 Payment for Unused Vacation Leave.                                       | 14   |
| 15.4 Vacation Scheduling.                                                     | 14   |
| ARTICLE 16 - SICK LEAVE                                                       | 14   |
| 16.1 Sick Leave Accrual.                                                      | 14   |
| 16.2 Sick Leave Compensation.                                                 | 15   |
| 16.3 Use of Sick Leave.                                                       | 15   |

## TABLE OF CONTENTS (continued)

|                                                              | Page |
|--------------------------------------------------------------|------|
| ARTICLE 17 - DISCIPLINE                                      | 15   |
| 17.1 Discipline and Discharge.                               | 15   |
| 17.2 Right to Union Representation.                          | 15   |
| 17.3 Pre-Disciplinary (Loudermill) Meeting.                  | 16   |
| 17.4 Administrative Leaves.                                  | 16   |
| 17.5 Application of Discipline.                              | 16   |
| 17.6 Personnel Files.                                        | 16   |
| ARTICLE 18 - DRUG TESTS                                      | 16   |
| 18.1 Substance Abuse Tests.                                  | 16   |
| ARTICLE 19 - LEAVE OF ABSENCE                                | 16   |
| 19.1 Family and Medical Leave (FMLA).                        | 16   |
| 19.2 Prolonged Disability.                                   | 16   |
| 19.3 Military Leave.                                         | 17   |
| 19.4 Jury Duty.                                              | 17   |
| 19.5 Bereavement Leave.                                      | 17   |
| 19.6 Family Care Leave.                                      | 17   |
| ARTICLE 20 - HEALTH AND WELFARE                              | 17   |
| 20.1 Medical.                                                | 17   |
| 20.2 Dental.                                                 | 18   |
| 20.3 Vision.                                                 | 18   |
| 20.4 Orthodontia.                                            | 18   |
| 20.5 Life.                                                   | 18   |
| 20.6 EAP                                                     | 18   |
| 20.7 Pro-Rata Contributions for Regular Part-Time Employees. | 18   |
| 20.8 FSA Account                                             | 18   |
| 20.9 Opt Out Provision                                       | 18   |
| ARTICLE 21 - RETIREMENT AND DISABILITY                       | 18   |
| 21.1 PERS Retirement                                         | 18   |
| ARTICLE 22 - SAVINGS CLAUSE                                  | 19   |
| ARTICLE 23 - INDEMNIFICATION OF CITY EMPLOYEES               | 19   |
| ARTICLE 24 - OUTSOURCING                                     | 19   |
| ARTICLE 25 - DURATION                                        | 19   |
| 25.1 Period of Agreement.                                    | 19   |
| APPENDIX A                                                   | 20   |
| LOU - PERS Phillips & Barnhar                                | 22   |
| Settlement Agreement - PERS Phillips & Barnhart              | 24   |

AGREEMENT  
By and between  
CITY OF MILTON, WASHINGTON  
and  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL 483

January 1, 2016 through December 31, 2019

THIS AGREEMENT is entered into by and between the CITY OF MILTON, hereinafter referred to as the "City" and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483, hereinafter referred to as "Union."

**ARTICLE 1 - RECOGNITION**

**Union Recognition.** The City recognizes the Union as the exclusive bargaining representative in all matters of wages, hours and employment conditions, and the application of this Agreement for all regular full-time and regular part-time employees excluding elected officials, officials appointed for specific terms of office, confidential employees, directors, exempt managers, temporary employees as defined in Article 12.5, and uniformed personnel.

**ARTICLE 2 - UNION MEMBERSHIP**

**2.1 Union Membership.** It shall be a condition of employment that all employees covered by this Agreement shall remain or become members in good standing of the Union within thirty one (31) days of the effective date of this Agreement or their hiring, whichever is later. All such employees shall remain members in good standing of the Union. "Membership in good standing" is defined as the obligation to pay periodic dues and initiation fees, or to pay an "agency fee" in lieu of membership to the Union. An "agency fee" represents the Union's collective bargaining costs, including negotiating contracts, administering contracts and representation of employees regarding wages, hours and working conditions. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender periodic dues and initiation fees or agency fees.

The Union agrees that the City shall not terminate the employment of any employee under the Union security clause provision of the Agreement until written notification is received from the Union that an employee has failed to pay the required dues or agency fee, or provide proof of an alternative payment based on religious tenets as provided herein above.

The parties also agree that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City based on any actions taken against an employee pursuant to this paragraph.

**2.2 Religious Objectors.** Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and

initiation fees to a non-religious charity in Pierce County mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**2.3 New Employees.** The City will notify the Union of all new hires in the bargaining unit within the first payroll cycle of the employee's date of employment.

**2.4 Dues Deductions.** The City shall deduct dues from the pay of those employees covered by this Agreement who voluntarily execute a wage assignment authorization form. An employee may also through a wage assignment authorization form authorize the deduction of other items as may be mutually agreed upon by the City and the Union. Deductions will be promptly transmitted to the Union by check payable to the Union. Upon issuance and transmission of a check to the Union, the City's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee. The City shall be obligated to honor only an authorization to deduct a specific dollar amount or formula specified in writing by either the employee or Union. The City shall have no obligation or responsibility for verifying the amount to be deducted.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.1 Direction of Workforce.** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to, the right to contract services of any and all types. The direction of its work force is vested exclusively in the City. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine methods, means and personnel by which such operations are to be conducted; (g) determine the scope of City jobs and tasks associated therewith; and (h) take any actions necessary in conditions of emergency regardless of prior commitments or the provisions of this Agreement, to carry out the mission of the City; provided, however that items (a) through (h) shall not be in conflict with the terms of this Agreement.

**3.2 City Rules and Regulations.** The City shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the City for the conduct and the management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey such directions, rules, and regulations insofar as they do not conflict with the express terms of this Agreement.

**3.3 Application of Rules.** Discipline based on such rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the City in writing to all employees and the Union.

**3.4 Volunteers.** The ability of the City to use bona fide volunteers receiving no compensation qualifying under the Fair Labor Standards Act is acknowledged. The City may use volunteers in the provision of public services, including by way of illustration and not limitation, the service of volunteers for park beautification, trail and road clean up and planting provided, however, that:

**3.4.1** – The use of volunteers shall not result in the reduction of work, loss of overtime or layoff of any Union personnel.

**3.4.2** – The City shall not use volunteers to prevent the return to work of a laid off employee.

**3.4.3** – The City shall not use volunteers to perform job functions typically performed by bargaining unit employees who are either employed or in a laid off status.

#### **ARTICLE 4 - UNION RIGHTS**

**4.1 Access to Premises.** Duly authorized representatives of the Union shall be permitted at all reasonable times to enter City premises for the purpose of transacting Union business and observing conditions under which employees covered by this Agreement are employed; provided, however, that the Union's representative shall provide the Mayor or her designee with advanced notice of the intent to transact Union business and shall not interfere with the work of employees. The Union's representative shall observe all applicable safety regulations.

**4.2 Union Stewards.** The Business Manager shall have the right to appoint two (2) shop stewards. The shop steward shall ensure that the provisions of this Agreement are observed. The shop steward shall, upon request to the Department Director, be allowed reasonable time to perform these duties during regular working hours without loss of pay if such duties cannot be performed during non-working time. Shop stewards shall not interfere with the work of employees or the operation of the City. The Union shall furnish the City with the names of shop stewards so appointed. The City will pay the two (2) shop stewards or union members at the straight time rate of pay for scheduled work hours lost in attendance at formal negotiations for a successor collective bargaining agreement between the City and the Union.

**4.3 Union Bulletin Boards.** The City shall provide suitable, non-public space for bargaining unit employees to use as a bulletin board in each City building staffed by bargaining unit employees. Postings on such boards shall be confined to official Union business.

**4.4 Wage Status of Employees.** Upon the Union's request, the City will furnish the Union with the wages earned by bargaining unit employees. This information will be used by the Union for the sole purpose of determining the amount of dues owed by the employees. The Union will not divulge the wage information to any person or agency.

**4.5 No Discrimination Based on Union Activity.** The City will not interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City against any employee, including shop stewards, based on union activity or membership in the Union.

## ARTICLE 5 - NON-DISCRIMINATION

**5.1 No Employment Discrimination.** The City and the Union agree that there shall be no harassment or discrimination against any employee on the basis of those protected classes as provided under state and federal law. In the event the Americans with Disabilities Act or the Washington Law Against Discrimination or other laws conflict with the provisions of this Agreement, those laws shall control. Where possible, the Union shall be notified of any perceived conflict, and upon request, the City shall meet with the Union to discuss the conflict.

**5.2 Use of Grievance Procedure.** Employees who feel they have been discriminated against are encouraged to use Steps 1 and 2 of the grievance procedure herein prior to seeking relief through outside agencies.

## ARTICLE 6 - GRIEVANCE PROCEDURE

**6.1 Purpose.** The City and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continuing employee relations and morale. Every effort will be made to settle grievances at the lowest possible level of supervision. Except as provided in Articles 5.1 and 8.1, this grievance procedure shall be the sole mechanism for the adjudication of claims alleging any violation of the terms of this Agreement.

**6.2 Definition.** A grievance is a claim raised by the Union or the City in which it is alleged that a provision of the Agreement has been violated by the other party. Complaints alleging violations of Article 5 (Non-Discrimination) and Article 8.1 (Health and Safety) shall be adjudicated through one process. The grievant may choose to use the grievance process or report the violation to a state agency. In no case shall both processes be used.

**6.3 Time Limitations.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the non-grieving party to comply with time limitations allows the grieving party to proceed immediately to the next step. Failure by the grieving party to comply with time limitations shall constitute a dismissal of the grievance. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline shall be extended to the next working day.

**6.4 Step 1 - Verbal.** As soon as possible, but in no case later than fourteen (14) calendar days from the date of the alleged occurrence, the employee shall first discuss the grievance with the immediate supervisor and/or the Department Director. The supervisor and/or Department Director shall investigate and respond to the employee within fourteen (14) calendar days. If the City does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

**6.5 Step 2 - Written.** If the grievance is denied or not satisfactorily resolved at Step 1, the Union shall reduce the grievance to writing and submit it to the Mayor or his/her designee within fourteen (14) calendar days of the City's response or deadline for submitting a response, whichever is earlier. For a grievance filed by the City, the grievance may be initially filed at Step Two, and may be submitted to the Union's offices by mail, facsimile or e mail. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. The party served with the grievance shall serve a written response on the other party within fourteen (14) calendar days of receiving the grievance. This time period may be extended if

either party requests a meeting to discuss the grievance. In the event of a meeting, the party served with the grievance shall provide a written response to the other party within fourteen (14) calendar days of the meeting. If the non-grieving party does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

**6.6 Step 3 - Arbitration.** If the grievance is denied or not satisfactorily resolved at Step 2, either party may in writing refer to the matter to final and binding arbitration within thirty (30) calendar days following the date of the non-grieving party's response or deadline for submitting a response, whichever is earlier.

**6.6.1** Discipline that has no impact on an employee's wages shall not be subject to arbitration, but may be raised during an arbitration to the extent it contributed to the discipline that is being arbitrated.

**6.6.2** If the parties are unable to mutually agree on an arbitrator within fourteen (14) calendar days of the arbitration request, the party moving the grievance to arbitration shall request the appointment of an arbitrator from the Public Employment Relations Commission.

**6.6.3** The arbitrator's decision shall be final and binding, subject to the limitations on the arbitrator's authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement.

**6.6.4** All fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees or for the expenses of witnesses called by the other party. The arbitrator's fees shall be shared equally by the parties.

**6.7 Election of Remedies.** Employees who have the option of utilizing the Civil Service Commission or the grievance procedure under this Agreement shall be required to elect either the Civil Service Commission or the grievance procedure. In no event shall an employee be entitled to utilize both procedures for the resolution of a grievance.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

It is recognized that the City is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize a strike, work stoppage or slowdown; and the City will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its powers to induce employees engaged in a strike, work stoppage or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage or slowdown which the Union, its officers, representatives or affiliates have expressly forbidden or declared in violation hereof and attempted to prevent and/or terminate. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and/or arbitration procedures provided for herein. Employees shall not

be disciplined for respecting lawful, sanctioned picket lines, provided that public safety is not compromised.

The City may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the City. The sole questions which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article.

## **ARTICLE 8 - HEALTH AND SAFETY**

**8.1 Health and Safety Laws.** All state and local laws governing the health and safety of employees shall be observed, and are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein. Disputes arising from this Section 8.1 are not subject to Step 3 (Arbitration) under the grievance procedure.

**8.2 Mutual Objective.** It is the objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illnesses.

**8.3 Safety Committee.** The Safety Committee consists of four (4) employees, two (2) representing the City and two (2) representing the Union. The Chair of this Committee shall be rotated between the City and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on paid time and shall not exceed four hours per calendar quarter.

**8.4 Safety Committee Activities.** The Duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Union Representative. Available members of the Safety Committee including at least one (1) representative of the Union shall accompany WISHA Authorities on any walk-around inspections.

**8.5 Safety Equipment.** The City shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees be trained in the use of such devices and use them in accordance with that training. The City shall offer first aid and CPR training annually to all employees. This shall be voluntary for those employees whose positions do not require it.

## **ARTICLE 9 - LABOR MANAGEMENT COMMITTEE**

**9.1 Labor Management Committee.** The City and the Union agree that a need exists for closer cooperation between Labor and Management. From time to time suggestions and complaints of general nature affecting the Union and the City require consideration. The City and the Union therefore agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor Management Committee, the other half being no more than three (3) representatives of the City named for that purpose. Either party may request a meeting of the committee to discuss problems that may arise and how to resolve them.

**9.2 Letters of Agreement.** Should the Union and the City mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Agreement that is attached hereto and incorporated herein as though fully set forth. Letter of Agreement not attached to this Agreement shall have no effect.

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

**10.1 Probation.** All employees shall serve an initial probationary period of six (6) months continuous service following hire and shall have no seniority rights during that period. Any leave(s) of absence (paid or unpaid) of more than twenty-one (21) working days in the aggregate shall not count toward continuous service for the purposes of calculating any probationary period of employment. Management may be able to extend the probationary period when an employee is unavailable to perform (e.g....disability or excused leave). After completion of the initial probationary period, an employee's date of hire shall become the employee's seniority date. Neither the Union nor the employee may question the discipline or dismissal of any probationary employee. The discipline or dismissal of a probationary employee is specifically excluded from the grievance and arbitration provisions contained in this Agreement.

**10.2 Promotional/Transfer Probation and Involuntary Return to Prior Position.** The probationary period for an employee who has been promoted/transferred to a new classification shall be three (3) months of continuous service. If an employee's performance in the new classification is found to be unacceptable during the probationary period, a determination that is within the City's sole discretion, the employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred.

**10.3 Voluntary Return to Prior Position.** During the first sixty (60) days of the probationary period, an employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred.

## **ARTICLE 11 - SENIORITY**

**11.1 Definitions.** Seniority is the length of continuous service with the City including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority.

**11.2 Seniority List.** The City shall establish and mail to the Union a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later. The Union will have thirty (30) calendar days following receipt of the annual seniority list to protest any employee's seniority order on the list. The term "rehire" for purposes of this Article means the rehiring of an employee after separation from employment for any reason and includes the recall of any laid off employee after the applicable recall period set forth in Article 13.

**11.3 Vacancies and Promotions.** Seniority shall be given consideration, along with the requirements of the City, in filling job vacancies and promotions. Seniority shall apply when qualifications are equal. In filling job vacancies or making promotions, the City will give first

consideration to existing employees before hiring outside employees. Employees not selected to fill a vacancy or promotional position shall, upon their request, be provided with reasons for the decision. It is understood that the process for providing feedback is an informal one and that there is no requirement that the reasons be reduced to writing.

**11.4 Layoffs.** When the City eliminates a bargaining unit position, the employees shall be selected for layoff in reverse order of seniority. Employees subject to layoff shall have the right to bump into other positions occupied by persons with less seniority, provided that the employee subject to layoff has previously performed the functions of the other position within the City of Milton, and possesses the ability to competently perform the position's current job functions. Employees shall not accrue seniority while on layoff. Seniority lists shall be adjusted accordingly.

**11.5 Recall Rights.** Laid off employees shall be recalled on the basis of seniority to any previously held position if a vacancy occurs. Laid off employees will retain recall rights for one (1) year from date of layoff.

**11.6 Loss of Seniority.** An employee shall lose seniority for any of the following reasons:

Voluntary resignation;  
Discharge for just cause;  
Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless extended by the City and the employee;  
Exceeding a leave of absence (unless excused in writing);  
Giving a false reason for obtaining a leave of absence;  
Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;  
Lay-off in excess of one (1) year.

## **ARTICLE 12 - EMPLOYEE CLASSIFICATIONS**

**12.1 Regular Full-Time Employees.** Regular full-time employees regularly work forty hours per week.

**12.2 Regular Part-Time Employees.** Regular part-time employees regularly work less than forty hours per week, but not less than twenty hours per week. Regular part-time employees shall accrue vacation, sick leave, and holiday benefits in direct proportion to hours worked.

**12.3 Directors.** Department Directors shall be allowed to perform departmental bargaining unit work. Department Directors shall not replace bargaining unit employees on a full-time basis.

**12.4 New Classifications.** Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classification which are comparable to wage rates of similar classifications within the facility. Before putting these wage rates into effect, the City will discuss them with the Union and attempt to agree on wage rates for the new classification. If no agreement is reached, the City shall implement its previously determined wage rate.

## **12.5 Temporary Employees:**

The City has the right to fill positions on a temporary basis as needed for the purpose of meeting increased workloads, projects, employee injuries or illnesses requiring a temporary replacement of 120 days and vacations. Temporary employees shall be limited to:

- Seasonal help working less than 120 calendar days during the summer to provide maintenance work for the Public Works department.
- Office pool of temporary employees for Finance, Administration, Fire and Police departments and Municipal Courts working a combined total of 1,500 hours or less per calendar year.
- Temporary employees shall not be required to join the union while working in these positions until they have 960 hours. Temporary employees shall be paid at eighty-five percent (85%) of the wage rate as listed in appendix A.
- Management shall notify the Union of temporarily hired employees within 30 days of the temporary appointment.
- Temporary employees shall not be employed to deprive regular employees of overtime.
- No permanent employees shall be laid-off while temporary employees are employed.

## **ARTICLE 13 - WAGES, CLASSIFICATIONS AND HOURS OF WORK**

**13.1 Appendix Provisions.** The classifications, monthly rates of pay and department specific provisions are set forth in the attached Appendix A and made a part of this Agreement. The following General Wage Increase shall go into effect for all employees covered by this agreement:

- a. Effective July 1, 2016, the 2015 wage rates shall increase by 2%. Upon ratification of this agreement by both parties, all covered employees shall receive a \$500 contract signing bonus.
- b. Effective January 1, 2017, the 2016 wage rates shall increase by 1.5%
- c. Effective January 1, 2018, the 2017 wage rates shall increase by an amount equal to 100% of the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, All items, measured from June 2016 to June 2017 with a minimum of 1% and a maximum of 3% increase.
- d. Effective January 1, 2019, the 2018 wage rates shall increase by an amount equal to 100% of the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, All items, measured from June 2017 to June 2018 with a minimum of 0.5% and a maximum of 3.5% increase.
- e. **Position Reclassifications:** The following reclassification of positions shall apply effective January 1, 2016.
  1. Administrative Support – Deputy City Clerk shall be reclassified to Grade 14
  2. Administrative Support – Finance Technician I shall be reclassified to Grade 14
  3. Mechanic shall be reclassified to Grade 17
  4. Line Equipment Operator shall be reclassified to Grade 18
  5. The incumbent employee in the Meter Reader classification shall be reclassified as a Meter Technician upon confirmation that the employee is qualified for the position.

**13.2 Promotions.** Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a 5% increase above the previous rate of pay that the employee received in the classification from which the employee was promoted.

**13.3 Out of Class Pay.** Out of class pay at the rate of five (5) percent above the employee's current rate of pay shall be granted to any employee assigned by a Director to a higher classification for one (1) day or more to fill in during the absence of a regular employee.

**13.4 Compensatory Time.** Compensatory time may be granted for overtime worked, subject to the approval of the Mayor or his/her designee. Such compensatory time shall be accrued at the overtime rate, i.e., three (3) hours of overtime equals four and one-half (4 ½) hours of compensatory time earned. Requests for compensatory time off shall be subject to the approval of the Mayor or his/her designee.

**13.5 Hours of Work and Flextime.** The normal work week for full-time employees shall consist of five (5) work days of eight (8) consecutive hours (not including meal breaks) each, Monday through Friday. Employees may work more or less than (8) hours in a day if mutually agreed upon. Such changes must comply with the FLSA. The following schedules will be accommodated when possible and when there is mutual agreement between the employee and management.

Four (4) ten (10) hour days, Monday through Friday.

Eight (8) consecutive days of nine (9) hours each and one (1) day of eight (8) hours with every other Friday or Monday off. Days off may be adjusted when mutually agreed to.

#### **Tuesday – Saturday Schedule**

A Tuesday thru Saturday work week shift shall be established for one (1) employee. The terms and conditions for this shift are set forth below:

- Shift shall be staffed from volunteers from a Grade 16 or below. If there are no volunteers, then staffing will be on a one (1) week rotational basis from employees from the Parks and Facilities work group.
- Employees shall receive a ten (10) percent shift differential for all hours worked on Saturday.
- In the event of a vacation, sick leave or disability of the Saturday worker, the City shall determine if the shift will be covered. If the shift is to be covered, then coverage shall come from the Parks and Facilities work group and overtime rules set forth in Sec. 13.7 and 13.8 of this CBA shall apply.
- When a new employee is hired in to the Parks and Facilities work group that employee will be assigned the Tuesday through Saturday work schedule full-time.

### **Milton Days**

Any employee who volunteers to work outside of their regular working hours for Milton Days shall be allowed to flex their work schedule for that week. All hours worked outside of their regular hours shall include a ten (10) percent shift differential.

#### **Alternate work day for limited duration.**

If the City requests a modification of this article, such modification shall require the agreement of the Union. If the employee requests a modification of the normal work week, the employee may request such a modification directly from the City or through the Union. The employer or the employee may with a minimum of two (2) weeks' notice revert back to the normal shift of five (5) days per week Monday through Friday eight (8) hours per day.

**13.6 Meal and Rest Breaks.** Full time employees shall be entitled to one (1) unpaid meal period of a minimum of thirty (30) minutes and a maximum of one (1) hour, and two (2) paid fifteen (15) minute rest breaks per day.

**13.7(a) Overtime Compensation.** There shall be two (2) overtime rates of pay. Both overtime rates may be paid in the form of wages, equivalent compensatory time off or a combination thereof.

One and one half (1 ½) the straight time rate of pay

The overtime rate of one and one half (1 ½) the straight time rate shall be paid for all hours worked in excess of the employee's scheduled shift (work day) or any hour worked over 40 hours per week. If an employee works a modified work week pursuant to Article 13.5 (e.g., 10 hours one day and 6 hours the next), no overtime will be paid, unless the employee works in excess of 40 hours in a workweek.

Double (2) the straight time rate of pay

The overtime rate of double (2) the straight time rate of pay shall be paid for all hours worked on Sunday.

**13.7(b) Fatigue Time.** Any employee performing overtime work between 12:00 a.m. (midnight) and 4:00 a.m. (with the exception of Saturdays, Sundays and holidays) and actually performing work for two (2) hours or more past midnight, shall be allowed to take four (4) hours of paid rest at the straight-time rate upon their release from duty for start of shift whichever is later. Such employee shall be required to report to work after four (4) hours rest or utilize accrued leave time for the balance of their regular shift.

**13.8 Call Back Pay.** Employees called back to work outside of their normally scheduled shift shall receive a minimum of three (3) hours pay at one and one-half times their regular straight time hourly rate of pay. Employees shall not be entitled to call-back pay if, with a minimum of one week's prior notice, they are required to work outside their normally scheduled shift.

**13.9 Educational Reimbursement.** Employees will be entitled to reimbursement for classes and/or training requested by the Department Director and approved by the Mayor.

**13.10 Longevity Pay.** In addition to the rates of pay identified in Appendix A, each regular full-time employee shall receive longevity pay as follows.

| Years of Service                             | Longevity Pay    |
|----------------------------------------------|------------------|
| Starting 6 <sup>th</sup> - 10 <sup>th</sup>  | 1 % of Base Wage |
| Starting 11 <sup>th</sup> - 15 <sup>th</sup> | 2% of Base Wage  |
| Starting 16 <sup>th</sup> -19 <sup>th</sup>  | 3% of Base Wage  |
| 20+ Years                                    | 4% of Base Wage  |

**13.11 Anniversary Date.** The anniversary date, for the purposes of calculating eligibility for step increases, longevity pay and other employee compensation, shall be on the date an employee was hired. Should an employee's probation be extended the employee shall not receive a step increase until they have successfully passed probation.

**13.12 Mutual Aid Compensation.** Should it be necessary to send employees covered by this agreement to assist another utility during emergency conditions, such employee shall receive the compensation that is the highest of the two agencies involved. The determination of when employees can be furnished to assist another agency shall be at the discretion of the department director. Employees that are sent to assist another utility during emergency conditions shall follow the most stringent safety policies and procedures of the two agencies involved.

**13.13 Emergency Compensation.** All regular full-time employees shall be eligible for emergency pay under the following conditions: an event occurs, unexpected or expected, involving shortage of time and resources, that places life, property or environment in danger, or that requires response beyond routine incident response resources, and is declared an emergency by the employee's department director or Mayor. The determination of what events constitute an emergency and hence qualifies for this compensation shall be determined by the department director or Mayor, and may be implemented for an entire department or for specific individuals. Once an emergency is declared by the department director or Mayor, employees shall receive pay for time worked in the following steps:

1. First eight (8) hours (or first ten (10) hours in the case of employees working four (4) tens (10) hour days) at the straight time rate of pay, normal shift.
2. Any additional hours shall be paid at one and one half (1 ½) the straight time hourly rate of pay. The rate of one and one half (1 ½) straight time rate of pay shall continue until such time as the emergency is declared to be over by the employees department director or the work shift is at an end, whichever occurs first the end of the work shift occurs when an employee either leaves to go home or is sent home by his or her department director. If a declared emergency is still in effect when the employee returns to work, compensation for time worked will follow step one and step two above. The determination that a declared emergency is at end, and thus the ability to qualify for emergency compensation is at an end, shall be at the sole discretion of the department director. Some individuals may be removed from emergency compensation prior to others based on the circumstances of the emergency as determined by the department director. When the emergency is declared to be at an end, the provisions of this

section are no longer in effect and normal contract language concerning overtime pay will immediately prevail.

If an emergency falls on a day when employees are entitled to premium pay (Sunday's or Holidays), the applicable premium pay rate shall apply. However, there will be no pyramiding of emergency pay on top of premium pay.

#### ARTICLE 14 - HOLIDAYS

**14.1 Number of Paid Holidays.** All regular full-time and regular part-time employees shall be entitled to compensation for thirteen (13) holidays per year as listed below.

|                                    |                                |
|------------------------------------|--------------------------------|
| New Year's Day                     | Veteran's Day                  |
| Martin Luther King, Jr.'s Birthday | Thanksgiving Day               |
| President's Day                    | The day following Thanksgiving |
| Memorial Day                       | Christmas Eve Day              |
| Fourth of July                     | Christmas Day                  |
| Labor Day                          | Two "Floating Holidays"        |

**Christmas Eve Day:** This is a holiday for non-essential personnel as designated by the Mayor or her designee. Essential personnel shall be granted an additional "Floating Holiday" which shall be used within six (6) months following the Christmas Eve on which the employee is designated to work.

**14.2 Date of Holidays.** The dates of the above legal holidays will be as designated by the State of Washington. The "floating holidays" shall be chosen by agreement between the employee and the City.

**14.3 Eligibility.** New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after completion of the probationary period. Approved leaves of absence will not interrupt continuous service for purposes of eligibility for floating holidays. Periods of layoff will not count toward the computation of continuous service. In order to be eligible for a holiday (including "floating holidays"), an employee must be in a paid status on the regular work day immediately preceding and immediately following the scheduled holiday. Paid status includes regular wages or paid time off.

**14.4 Worked Holidays.** If an employee is required to work on a holiday, such time worked shall be paid at two (2) times the employee's regular straight time hourly rate of pay, in addition to the employee's holiday pay.

**14.5 Holiday Pay.** Regular part-time employees shall be entitled to prorated holiday pay based on hours regularly worked. Regular full-time employees shall be entitled to eight (8) hours of holiday pay at the employee's regular straight time hourly rate of pay.

#### ARTICLE 15 - VACATION

**15.1 Vacation.** All regular full-time employees shall be entitled to the following vacation time with pay.

| Years of Service                         | Vacation Leave                                                 | Hours |
|------------------------------------------|----------------------------------------------------------------|-------|
| 1 <sup>st</sup> - 5 <sup>th</sup> Year   | Eight (8) hours per each full month worked                     | 96    |
| 6 <sup>th</sup> - 15 <sup>th</sup> Year  | Twelve (12) hours per each full month worked                   | 144   |
| 16 <sup>th</sup> - 19 <sup>th</sup> Year | Thirteen and one-third (13.3) hours per each full month worked | 160   |
| 20 <sup>th</sup> year and over           | Fourteen and seven-tenths (14.7) hours per full month worked   | 176   |

**15.2 Eligibility, Accrual and Scheduling.** Employees who have not completed their first year of service may use accrued, but unearned, vacation after six (6) months of continuous employment; provided, however, that any such employee who separates from employment before completing one year of continuous employment shall have such used unearned vacation pay deducted from his/her final paycheck. Vacation accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Employees shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred forty (240) hours. Part-time regular employees shall accrue prorated vacation leave based on the hours regularly worked. All vacation leave shall be taken at a time mutually agreeable between the employee and the City. Should the two hundred forty (240) hour maximum be exceeded through no fault of the employee, the City shall pay the employee for all vacation in excess of the two hundred forty (240) hours.

**15.3 Payment for Unused Vacation Leave.** Employees who have completed one (1) or more years of service shall, upon separation of employment, be paid for all accrued vacation leave.

**15.4 Vacation Scheduling.** On February 1<sup>st</sup> of each year, each Department Director shall post a twelve (12) month vacation roster establishing the dates vacations may be taken. Department employees shall bid for vacations in order of seniority on or before March 1<sup>st</sup> of each year. Before employees choose a second vacation period, all employees shall have the opportunity to bid for a first vacation period. Then all employees shall bid for a second and successive vacation periods in seniority order. Vacation scheduling requested after March 1<sup>st</sup> of each year shall be on a first-come first-served basis, subject to the approval of the Department Director. The City has the right to make modifications to the vacation schedule for bona fide operational reasons; provided, however, that no change to a vacation schedule shall be made by the City or the employee within thirty (30) calendar days of the scheduled vacation absent circumstances beyond their control.

## ARTICLE 16 - SICK LEAVE

**16.1 Sick Leave Accrual.** All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of continuous service. All regular part-time employees shall accrue prorated sick leave based on the hours regularly worked. Sick leave accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a

leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Sick leave earned shall be credited to an employee's accruals only upon the completion of each calendar month. The maximum accrual of sick leave shall be nine hundred sixty (960) hours.

**16.2 Sick Leave Compensation.** All employees hired prior to January 1, 1993 shall be compensated for fifty percent (50%) of the unused sick leave upon separation of employment, unless terminated for cause. Any employee hired after January 1, 1993, who has at least ten (10) years of service with the city and is separated from employment due to death or disability may cash out up to twenty percent (20%) of the employees sick leave bank. After fifteen (15) years of service and with written confirmation of retirement from the PERS system, a qualifying employee may cash out twenty (20) percent. The cash out amount may be directed to a deferred compensation account or, if requested in cash, the employee shall receive a lump sum reduced by any payroll taxes and pension contribution, withholding and the lump sum penalty imposed by the PERS system (if any).

**16.3 Use of Sick Leave.** Sick leave may be used for any of the following reasons:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) Family and medical leave as required by state and federal law;
- (d) Maternity leave;
- (e) Medical or dental appointments of the employee when such appointments cannot be scheduled during off-duty time;
- (f) Bereavement leave.

Sick leave shall be granted on a daily or one-half (1/2) hour basis but in no case less than one-half (1/2) hour increments or increments of less than one-half (1/2) hour when the leave exceeds one (1) hour.

Any employee with no sick leave taken during a six-month period (January 1 - June 30 or July 1 - December 31) shall receive a bonus in the amount of one day's pay. Any employee with up to one day's absence during a six-month period shall receive a bonus in the amount of one half (1/2) day's pay.

## **ARTICLE 17 - DISCIPLINE**

**17.1 Discipline and Discharge.** Employees shall not be disciplined or discharged without just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions and discharges. Probationary employees are not entitled to utilize the grievance procedure when they are disciplined or discharged. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. Employees shall be given a copy of all written warnings. The Union shall be sent copies of all disciplinary notices within two (2) working days of their being issued to an employee.

**17.2 Right to Union Representation.** An employee may request the attendance of a Union representative at any meeting where the employee is questioned about matters that could reasonably lead to discipline. The right to Union representation shall not apply to meetings where the employee is being counseled.

**17.3 Pre-Disciplinary (Loudermill) Meeting.** Prior to suspending without pay or discharging an employee, the City shall hold a pre-disciplinary meeting, at which time the employee will have the opportunity to present his or her defenses to the allegations.

**17.4 Administrative Leaves.** The City may place employees on paid administrative leave pending a disciplinary investigation. Such leaves are not discipline as defined in Article 17.1 and may not be challenged through the grievance procedure.

**17.5 Application of Discipline.** Employees responsible for directing the work force may give employees written and oral warnings. All other forms of discipline, such as suspensions without pay or terminations, shall be applied by the Department Director, the Mayor or his/her designee.

**17.6 Personnel Files.** The employee and the Union shall have the right to inspect the contents of the employee's personnel file. No disciplinary notices may be placed in the personnel file without prior notice. A copy of the notice shall be provided to the employee who will be required to sign the document, indicating his or her receipt. An employee who disagrees with the content of any disciplinary notice shall have the right to place a rebuttal statement in the personnel file.

## **ARTICLE 18 - DRUG TESTS**

**18.1 Substance Abuse Tests.** The City may engage in employee drug screening pursuant to City Personnel Policies.

## **ARTICLE 19 - LEAVE OF ABSENCE**

**19.1 Family and Medical Leave (FMLA).** Family and medical leave will be granted to eligible employees as required by applicable state and federal laws. Employees taking leave under this Section will be required to use any accrued vacation leave, sick leave and floating holidays during the leave period prior to continuing the leave in an unpaid status. Pursuant to applicable law, employees will be assigned to the same or an equivalent position upon return to work following a family or medical leave of twelve (12) weeks or less.

**19.2 Prolonged Disability.** If an employee has exhausted the twelve (12) weeks of family and medical leave available under Article 19.1 and is unable to return to work because of a disability or on the job injury, the employee will be granted an additional leave of absence of up to twelve (12) months without pay or the accumulation of sick leave, vacation leave or other benefits. Employees shall be required to use his/her own medical insurance or COBRA benefits during this period of absence from the City. An employee shall not be terminated by the City because of prolonged continuous illness or injury during any such leave period. Employees must support their request for such leave with a full explanation of the underlying qualifying facts and circumstances. Employees must provide the City with a medical certificate that describes the disability or health condition and the date the employee is expected to return to work. During any such leave, the employee will cooperate with the City by allowing the City access to medical information relating to the disability or health condition for which leave has been granted; by submitting upon request to an independent medical examination by a physician paid for and chosen by the City; and, by assisting the City in searching for and accepting any alternative work the employee is able to perform. If the appropriate medical provider(s) certifies that the employee can return to work, the employee shall be reinstated to the same or substantially equivalent position in accordance with his seniority rights. The City reserves the right to obtain a second opinion for

determining an employees' fitness for duty if and when that employees' medical provider certifies that the employee is ready to return to work.

**19.3 Military Leave.** Military leave will be granted to employees as required by state and federal laws.

**19.4 Jury Duty.** Employees who are required to render jury service shall receive their regular pay during such period. Employees shall remit to the City all jury pay received.

**19.5 Bereavement Leave.** All employees who suffer a death in their immediate family, upon submitting verification, shall be given up to five (5) days off with full pay for each loss. Additional leave may be granted at the discretion of the City and such additional bereavement leave shall be deducted from accrued sick leave or vacation leave. Immediate family shall be defined as:

- Spouse
- Brother
- Step-Child
- Foster Child
- Grandchildren
- Father
- Sister
- Step-Parent
- Foster Parent
- Domestic Partner
- Mother
- Child
- Step-Grandparents
- Grandparents

**19.6 Family Care Leave.** Employees may use accrued sick or vacation leave to care for a family member as defined in the Washington Family Care Act (child, spouse, parent, parent-in-law, grandparent).

## ARTICLE 20 - HEALTH AND WELFARE

### 20.1 Medical.

- a. For 2016-17, the Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC HealthFirst Plan for every regular full-time employee. The employee shall pay the balance of the premium. For 2018 and 2019 the Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC's best available health care plan. The employee shall pay the balance of the premium.

Or

At the employee's written request, the Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC Group Health Plan 2, \$10 Copay Plan for every regular full-time employee.

- b. Employees will strive to maintain Wellness Benefits offered by AWC.

**20.2 Dental.** The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Dental Plan "F" with a \$1,500 yearly maximum for every regular full-time employee.

**20.3 Vision.** The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage under the AWC Vision Service Plan for every regular full-time employee.

**20.4 Orthodontia.** The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Orthodontia Rider Plan V.

**20.5 Life.** The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide a \$50,000 death benefit coverage to every regular full-time employee. In addition, employees may purchase additional death benefit coverage for themselves and their spouse as provided by the plan.

**20.6 EAP.** The City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every regular full-time employee coverage under the AWC Employee Assistance Program.

**20.7 Pro-Rata Contributions for Regular Part-Time Employees.** For regular part-time employees, the City will pay a prorated percentage of medical insurance premiums based on the number of hours worked by regular part-time employees. Regular part-time employees shall pay any premium amounts in excess of this prorated amount. Regular part-time employees who decline to participate in the Health and Welfare benefits listed in this Article must sign a written waiver to that effect.

**20.8 FSA Account:** Employer will continue to offer a Flexible Spending Arrangement (FSA) account to allow employees to pay for qualified healthcare and daycare expenses on a pre-tax basis, as governed by Section 125 of the IRS Tax Code.

**20.9 Opt Out Provision.** An employee may elect to opt out of medical insurance coverage for spouse and/or dependents, provided that the employee has proof of medical insurance coverage through another provider for them, and this decision is in conjunction with the annual enrollment period. In the event that the terms of the medical insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. If the employee opts out, then in the month the employer is no longer required to pay the employee's health care insurance premiums, the employer shall pay the employee an amount equal to fifty percent (50%) of the employer's share of the monthly premium as compensation for each month the employer does not have to pay the employee's insurance premium. This payment will not be considered as part of the base wage compensation for calculating overtime, longevity, or any other special pay.

## **ARTICLE 21 - RETIREMENT AND DISABILITY**

**21.1** Employees shall receive PERS retirement benefits as provided by State law.

## ARTICLE 22 - SAVINGS CLAUSE

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

**22.2** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such court, the remainder of this Agreement shall not be affected thereby. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**22.3** If any provision of this Agreement is in conflict with the City's Civil Service Rules, the latter shall control.

## ARTICLE 23 - INDEMNIFICATION OF CITY EMPLOYEES

**23.1** The City agrees either to provide insurance coverage to employees or provide liability defense for employees, or a combination thereof, in order to reasonably protect and indemnify employees from liability to third parties resulting from employees performing duties within the scope of their employment. The coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits. The protections of this Article do not apply to any intentional and/or reckless acts or omissions.

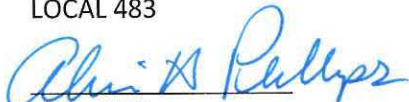
## ARTICLE 24 – OUTSOURCING

**24.1** Except in the case of an emergency, one hundred and twenty (120) days prior to outsourcing bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

## ARTICLE 25 - DURATION

**25.1 Period of Agreement.** This Agreement shall become effective upon execution by both parties, and shall remain in full force and effect until and through December 31, 2019.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 483

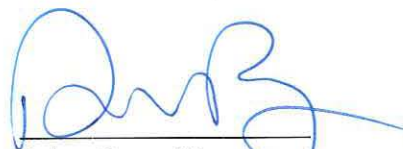


Alice Phillips  
Business Manager

12/28/2016

Date

CITY OF MILTON, WASHINGTON



Debra Perry, Mayor

1/19/2017

Date

## APPENDIX A

**A.1 Wage Rates.** The monthly rates of pay for employees covered by this Agreement are as set forth below, and shall be paid for actual hours worked or earned per pay period:

| Full Time Employees                                        | Grade | A<br>Begin | B<br>6 Mo | C<br>6 Mo | D<br>6 Mo | E<br>12 Mo |
|------------------------------------------------------------|-------|------------|-----------|-----------|-----------|------------|
| Parks/Facilities Worker                                    | 12    | \$3,373    | \$3,566   | \$3,749   | \$3,935   | \$4,130    |
| Administrative Support - Court Clerk                       | 13    | \$3,565    | \$3,749   | \$3,935   | \$4,130   | \$4,336    |
| Administrative Support - Fire                              |       |            |           |           |           |            |
| Administrative Support - Police                            |       |            |           |           |           |            |
| Maintenance Worker I                                       |       |            |           |           |           |            |
| Meter Reader                                               |       |            |           |           |           |            |
| Administrative Support – Permit Tech w/o License           | 14    | \$3,749    | \$3,935   | \$4,130   | \$4,336   | \$4,556    |
| Administrative Assistant - Field                           |       |            |           |           |           |            |
| Administrative Assistant - PW                              |       |            |           |           |           |            |
| Administrative Assistant – Deputy City Clerk               |       |            |           |           |           |            |
| Administrative Assistant – Finance Technician I            |       |            |           |           |           |            |
| Meter Technician                                           |       |            |           |           |           |            |
| Systems Support Specialist                                 |       |            |           |           |           |            |
| Project Coordinator                                        | 16    | \$4,130    | \$4,336   | \$4,556   | \$4,781   | \$5,017    |
| Administrative Assistant – Permit Tech. w/License          |       |            |           |           |           |            |
| Maintenance II - Parks                                     |       |            |           |           |           |            |
| Maintenance Worker II                                      | 17    | \$4,336    | \$4,556   | \$4,781   | \$5,016   | \$5,270    |
| Finance Technician II                                      |       |            |           |           |           |            |
| Water Quality Specialists                                  | 18    | \$4,556    | \$4,781   | \$5,016   | \$5,270   | \$5,534    |
| Mechanic                                                   |       |            |           |           |           |            |
| Building Insp/Code Enforcement                             |       |            |           |           |           |            |
| Systems Administrator                                      |       |            |           |           |           |            |
| Line Equipment Operator                                    | 19    | \$4,781    | \$5,016   | \$5,270   | \$5,534   | \$5,810    |
| Senior Accountant                                          |       |            |           |           |           |            |
| Maintenance III - Lead                                     |       |            |           |           |           |            |
| Court Administrator                                        | 23    | \$5,810    | \$6,102   | \$6,405   | \$6,727   | \$7,063    |
| Journey Electric Lineman                                   |       |            |           |           |           |            |
| Utility Supervisor                                         |       |            |           |           |           |            |
| Apprentice Lineman (varying % of Journey Electric Lineman) |       |            |           |           |           |            |
| Building Official                                          | 24    | \$7,416    | -         | -         | -         | -          |
| Journey Electric Lineman, Lead                             |       |            |           |           |           |            |
| Electrical Supervisor                                      | 26    | \$6,727    | \$7,064   | \$7,419   | \$7,786   | \$8,175    |

**A.2 Step Increases.** Progression through the step plan shall be in accordance per the following, provided the City determines that the employee's performance is satisfactory, step advancement shall be automatic.

| A        | B        | C        | D      | E           |
|----------|----------|----------|--------|-------------|
| 6 months | 6 months | 6 months | 1 Year | Top of Step |

**A.3 Off Duty/On Call Pay.** Any employee who is required to be on call outside their normal shift shall be paid for one (1) hour at the overtime rate of pay for each workday (Monday through Friday) of such duty and one and one half (1 ½) hours at the overtime rate of pay for each weekend day (Saturday or Sunday) and any holiday when the employee is on call.

**A.4 Shoe Allowance.** The City shall provide a Two Hundred Dollar (\$200.00) per year safety shoe allowance to employees who are required to wear safety shoes. A probationary employee who fails to successfully complete their probation period shall be required to reimburse the City of Milton the full amount of the boot allowance. Such payment shall be withheld from the employees last check when possible.

**A.5 Required Certifications.** The City will pay for certifications required of employees by state or federal law, and necessary for the performance of the employee's job duties for the City.

**A.6 Mandatory Training.** The City will notify employees of all mandatory, after-hours classes or training as soon as practicable, but in no event less than forty-eight (48) hours prior to such classes or training are scheduled to begin, provided however, that the City shall not be required to provide notice of required classes or training if the failure to provide notice is due to circumstances outside the City's control.

**A.7 Clothing Allowance.** The City shall establish a rotating uniform system that will provide one clean set of pants and shirt per work day and one jacket per work week per employee who is require to wear them.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILTON, WASHINGTON  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 483**

WHEREAS, the City of Milton, Washington ("City") and the International Brotherhood of Electrical Workers Local No. 483 ("Union") have entered into a Collective Bargaining Agreement covering certain non-uniformed employees of the City,

WHEREAS, Article 21 of the Collective Bargaining Agreement provides:

Employees shall receive PERS retirement benefits as provided by State Law.

WHEREAS, Tom Phillips and William Barnhart, (hereinafter collectively "Employees") are employees of the City and covered by the Collective Bargaining Agreement;

WHEREAS, said Employees have previously retired under the Washington Public Employees Retirement System (hereinafter "PERS") while employed by the City of Tacoma;

WHEREAS, the City and the Employees have been making contributions to the PERS system in the belief that the Employees were entitled to coverage under the system while employees of Milton;

WHEREAS, the Washington State Department of Retirement Systems ("DRS") has determined that the Employees are not eligible for coverage by the PERS system due to their prior retirement from the system and DRS has informed the Parties that the Employees' contributions in the sum of \$35,433.79 will be returned to them through a credit to the City and that the City will be given a credit for past employer's contributions in the sum of \$49,942.77;

WHEREAS, the City and Union have entered into this Memorandum of Understanding ("MOU") in order to resolve an unique situation for the two aforementioned employees; now, therefore

Section 1. Effective upon the signature of this Agreement, with respect to employees Tom Phillips and Bill Barnhart the Parties acknowledge that the undertakings by the City, employees and the union, as described in the Settlement Agreement to which this Memorandum of Understanding is attached as Exhibit A constitute the entire settlement agreement between the Parties. Pursuant to such agreement and following the date of execution of this MOU, the City shall contribute an amount equal to that which it would have otherwise been required to contribute to the PERS system to the City's deferred compensation program established for the benefit of City Employees.

Section 2. Full Resolution. The parties acknowledge that this MOU resolves an unique situation for the two aforementioned employees and does not create rights not contained in the underlying Collective Bargaining Agreement. This resolution shall create no past practice nor shall it serve as a precedent in any future grievance or contract application. Each party specifically reserves its respective position, admits no fault or liability by entering into this MOU, and reserves its right to bargain in the future with respect to any issue addressed by this MOU.

Section 3. Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, is deemed merged within its provisions.

DONE THIS 21<sup>st</sup> day of November, 2011.

CITY OF MILTON

By: MAYOR DEBRA PERRY

ATTEST/AUTHENTICATED:

By: Lisa Tylor, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: E. Ross Farr

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 483

By: Alice Phillips, Business Manager 11/22/2011

## SETTLEMENT AGREEMENT

WHEREAS, the City of Milton, Washington ("City") and the International Brotherhood of Electrical Workers Local No. 483 ("Union") have entered into a Collective Bargaining Agreement covering certain non-uniformed employees of the City;

WHEREAS, Article 21 of the Collective Bargaining Agreement provides:

Employees shall receive PERS retirement benefits as provided by State law.

WHEREAS, Tom Phillips and William Barnhart, (hereinafter collectively "Employees") are employees of the City and covered by the Collective Bargaining Agreement;

WHEREAS, said Employees have previously retired from the Washington Public Employees Retirement System (hereinafter "PERS") while employed by the City of Tacoma;

WHEREAS, the City and the Employees have been making contributions to the PERS system in the belief that the Employees were entitled to coverage under the system;

WHEREAS, the Washington State Department of Retirement Systems (DRS) has determined that the Employees are not covered by the PERS system due to their prior retirement under the City of Tacoma retirement system and are therefore not eligible for retirement benefits and DRS has informed the Parties that the Employees' contributions in the sum of \$35,433.79 will be returned to them through a credit to the City and that the City will be given a credit for past employer's contributions in the sum of \$49,942.77;

WHEREAS, the City and Union have entered into a contemporaneous Memorandum of Understanding in order to clarify the provisions of Article 21 and Section 21.1 thereof with regard to future retirement benefits for employees not eligible for or subject to the PERS retirement system;

WHEREAS, the affected Employees and the Union have asserted a claim against the City in the belief that the City knew or should have known that the Employees were ineligible under State law and that the Employees have therefore relied to their detriment upon the PERS system as providing a defined benefit to the Employees;

WHEREAS, each party believing its position to be correct, have entered into this Agreement in consideration of the risks of litigation and a desire to amicably resolve their differences.

NOW, THEREFORE, the City of Milton ("City"), the International Brotherhood of Electrical Local No. 483 ("Union"), Tom Phillips (hereinafter "Mr. Phillips") and William Barnhart

(hereinafter "Mr. Barnhart") (collectively "Employees") have entered into this Agreement under the terms and conditions set forth herein and the mutual benefits to be derived:

1. Undertakings of the City.

In consideration of the full release of the Employees and the Union, set forth below, the City hereby agrees to undertake the items described in Subsections 1.1, 1.2 and 1.3 below. The City makes no representation of any kind regarding the potential tax liability, cost or benefit to be derived by the Employees on behalf of these contributions. As provided below, the Employees have sought separate counsel and tax advice.

1.1 Pay the employer's previous contribution in the sum of Twenty Eight Thousand, Six Hundred, Ninety Four Dollars and Seventeen Cents (\$28,694.17) to Mr. Phillips and Twenty One Thousand, Two hundred, Forty Eight Dollars and Sixty Cents (\$21,248.60) to Mr. Barnhart, as well as the amount of the employer's contribution that the City would have paid on behalf of the employees since the time DRS stopped accepting contributions on behalf of these employees and the date of execution of the agreement. Such sums shall be paid either to a plan of the Employees' election available with the City's deferred compensation program or as ordinary compensation in such percentages as the Employees shall designate, as long as such payment(s) are all made by December 31, 2011 or within 30 business days of confirmation of the credit from DRS, whichever is later. Any amount paid directly to the Employees shall be considered ordinary compensation and be subject to any and all deductibles which would otherwise be applicable to City contributions.

1.2 Credit the members' previous contributions, which have been credited to the City by DRS in the sum of Twenty Thousand, Six Hundred, Fifty Seven Dollars and Seventy Two Cents (\$20,657.72) to Mr. Phillips and Fourteen Thousand, Seven Hundred, Seventy Six Dollars and Seven Cents (\$14,776.07) to Mr. Barnhart. Such sums shall be credited to a plan of the Employees' election available with the City's deferred compensation program as the Employees shall designate, as long as such payment(s) are all made by December 31, 2011 or within 30 business days of confirmation of the credit from DRS, whichever is later.

1.3 As provided in a separate Memorandum of Understanding ("MOU") between the Parties, any and all future or ordinary compensation earned by the Employees shall be subject to potential deduction and contribution to the City's deferred compensation program as provided in such MOU.

2. Undertakings of Employees.

2.1 In consideration of the payment of the sum above stated, the Employees, Mr. Phillips and Mr. Barnhart, hereby waive and release any claims which they may have against the City of Milton, its officers, agents, and employees, from any cost, claim, or benefit whatsoever arising from or out of the contribution of funds relating to the Employees to the Washington Department of Retirement Systems for coverage under the Washington Public

Employees Retirement System. The Employees, Mr. Phillips and Mr. Barnhart, individually promise to hold harmless and indemnify the City of Milton, its officers, agents, and employees, from any and all costs of litigation incurred as a result of any claim, lawsuit, or administrative proceeding brought by the Employees with regard to any such claim.

2.2 The Employees expressly reserve any and all claims which they may have against the State of Washington, the Washington Department of Retirement Systems, and/or the Washington Public Employees Retirement System, which derives from or out of the State's receipt of contributions relating to their employment by the City of Milton including, by way of illustration and not limitation, any claim for negligent misrepresentation or any similar theory based upon the State's failure to timely notify the Employees that they were not eligible for or covered by the Washington Public Employees Retirement System.

2.3 The Employees acknowledge an opportunity to have this Settlement Agreement reviewed by legal counsel of their individual choosing.

3. Undertaking of the Union.

The Union waives any claim or cause of action, whether under the Collective Bargaining Agreement or otherwise, which it may have against the City of Milton, its officers, agents, and employees, arising from or out of the failure of Tom Phillips and William Barnhart to be covered under the Washington Public Employees Retirement System during their employment with the City of Milton and based on events occurring prior to the date of execution of this Agreement.

4. No Admission of Liability.

In undertaking this Agreement, each Party reserves its respective position relating to the facts and any potential tort or contract claim or cause of action, and no party admits any wrongdoing, which is expressly denied by each and every Party.

5. Entire Agreement.

This is the entire agreement between the Parties. Except for the Memorandum of Understanding between the Parties, attached hereto as Exhibit A and incorporated by this reference as fully as if herein set forth, any prior agreement or understanding between the Parties is deemed merged with its provisions.

DONE THIS 21<sup>st</sup> day of November, 2011.

CITY OF MILTON

By: MAYOR DEBRA PERRY

ATTEST/AUTHENTICATED:

By: Lisa Tylor, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: E. Ross Farr

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 483

By: Alice Phillips, Business Manager 11/22/2011

EMPLOYEE

By: Tom Phillips

EMPLOYEE

By: William Barnhart

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF PUYALLUP**

**AND**

**LOCAL 1516**

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,**

**AFL-CIO**

**January 1, 2017 – December 31, 2019**

## Table of Contents

|                                                                     |           |
|---------------------------------------------------------------------|-----------|
| <b>PREAMBLE .....</b>                                               | <b>2</b>  |
| <b>ARTICLE 1 - RECOGNITION.....</b>                                 | <b>2</b>  |
| <b>ARTICLE 2 - MANAGEMENT RIGHTS .....</b>                          | <b>2</b>  |
| <b>ARTICLE 3 - UNION SECURITY .....</b>                             | <b>3</b>  |
| <b>ARTICLE 4 - UNION BUSINESS.....</b>                              | <b>4</b>  |
| <b>ARTICLE 5 - WORK STOPPAGES .....</b>                             | <b>5</b>  |
| <b>ARTICLE 6 - EMERGENCY AND EMERGENCY WORK ASSIGNMENT.....</b>     | <b>6</b>  |
| <b>ARTICLE 7 - NON-DISCRIMINATION .....</b>                         | <b>6</b>  |
| <b>ARTICLE 8 - AD HOC LABOR/MANAGEMENT COMMITTEES .....</b>         | <b>6</b>  |
| <b>ARTICLE 9 - VACATION .....</b>                                   | <b>7</b>  |
| <b>ARTICLE 10 - HOLIDAYS.....</b>                                   | <b>7</b>  |
| <b>ARTICLE 11 - SICK LEAVE .....</b>                                | <b>8</b>  |
| <b>ARTICLE 12 - BEREAVEMENT LEAVE.....</b>                          | <b>10</b> |
| <b>ARTICLE 13 - JURY DUTY/COURT APPEARANCES .....</b>               | <b>11</b> |
| <b>ARTICLE 14 - HOURS OF WORK.....</b>                              | <b>11</b> |
| <b>ARTICLE 15 - EMPLOYMENT PRACTICES .....</b>                      | <b>12</b> |
| <b>ARTICLE 16 - PROBATIONARY/TRIAL SERVICE PERIOD.....</b>          | <b>15</b> |
| <b>ARTICLE 17 - OVERTIME AND STANDBY PAY .....</b>                  | <b>15</b> |
| <b>ARTICLE 18 - OVERTIME AND STANDBY PAY .....</b>                  | <b>18</b> |
| <b>ARTICLE 19 - PAY PERIODS/PAYCHECKS.....</b>                      | <b>20</b> |
| <b>ARTICLE 20 - EDUCATION, TRAINING, TUITION REIMBURSEMENT.....</b> | <b>20</b> |
| <b>ARTICLE 21 - INSURANCE.....</b>                                  | <b>21</b> |
| <b>ARTICLE 22 – UNIFORMS AND EQUIPMENT .....</b>                    | <b>25</b> |
| <b>ARTICLE 23 – GRIEVANCE PROCEDURE .....</b>                       | <b>25</b> |
| <b>ARTICLE 24 – PAST PRACTICES.....</b>                             | <b>27</b> |
| <b>ARTICLE 25 – DISCIPLINE AND DISCHARGE .....</b>                  | <b>27</b> |
| <b>ARTICLE 26 – SAVINGS CLAUSE .....</b>                            | <b>27</b> |
| <b>ARTICLE 27 – ENTIRE AGREEMENT .....</b>                          | <b>27</b> |
| <b>ARTICLE 28 - SALARIES .....</b>                                  | <b>28</b> |
| <b>ARTICLE 29 - DURATION.....</b>                                   | <b>28</b> |

## **PREAMBLE**

This Agreement is between the City of Puyallup (hereinafter called the “City”) and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 1516, AFL-CIO (hereinafter called the “Union”) for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

In accordance with Washington State Courts Rules and under General Rule 29 (GR 29), the Court maintains full control over the hiring, discipline and termination decisions of all Court employees. This does not include wages or benefits directly related to wages. For Court employees and Court operations, the Articles of this Agreement relating to hours and working conditions will apply unless an Article makes specific reference to the Court or Court employees; then the specific language as it relates to the Court or Court employees shall take control.

The City and the Union shall cooperate to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The City recognizes the Union as the exclusive Agent for the purpose of collective bargaining for all regular, full-time and regular, part-time employees of the City of Puyallup employed in the positions/classifications listed in Appendix A.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 Subject to the provisions of this agreement, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority and in accordance with applicable laws. The powers of authority which the City has not specifically abridged, delegated or modified by this agreement are retained by the City.
- 2.2 The direction of its working force and operations are vested exclusively in the City. The direction of the Court employees and the operation of the Municipal Court are vested solely in the Court. This shall include the right to: operate and manage all staff, facilities and equipment; determine the methods, means, number of personnel needed to carry out a department’s operations or services; determine the utilization of technology; schedule overtime work as required in the most advantageous manner consistent with municipal employment and public interest requirements; retain the authority to assign duties connected with positions acknowledging that not every task and/or duty may be described in job descriptions/classifications; contract out for goods and services; hire, promote, transfer, assign, retain and layoff employees within and without the various departments

of the City; promulgate rules and regulations; suspend, demote or discharge regular-status employees for just cause; maintain the efficiency of the operation entrusted to the City; change hours of work, work schedules and work week; and determine the manner in which such operations are to be conducted.

- 2.3 In the event that the City expands to serve other jurisdictions or other cities, the City has the right to negotiate interlocal agreements with these jurisdictions or cities in the best interest of the City. The City will communicate with the Union regarding potential negotiations for interlocal agreements. The City will make every effort to identify funding for additional staff to cover any increase in workload if the City deems necessary. Any expansion of operations to a department or work unit does not constitute in and of itself a change in working conditions.
- 2.4 As stated in the Preamble and provided under Washington State Courts General Rule 29(f)(5)(b), the Presiding Judge of the Puyallup Municipal Court shall “[s]upervise the daily operations of the court including...[a]ll personnel employed under the judicial branch of government, including but not limited to working conditions, hiring, discipline, and termination decisions except wages, or benefits directly related to wages....” Thus, references in this Agreement to “City” “City Manager” “Director” “Manager” “Supervisor” or similar references when pertaining to “working conditions, hiring, discipline, and termination” shall mean, unless otherwise expressly provided, the Puyallup Municipal Court Presiding Judge or his/her designee.
- 2.5 The City values the work of our regular status employees, while acknowledging that volunteers can be beneficial. Responsibility for primary services shall rest with departmental employees. Volunteers are meant to support, not supplant, bargaining unit positions. The role and duties of volunteers in any given department, while limited in scope, shall be determined by the department head in advance with input by involved employees. Tasks normally assigned to bargaining unit members in the Library will not be assigned to Library volunteers unless the tasks are initially of limited duration and require no specialized knowledge, minimum training, and little supervision.

### **ARTICLE 3 - UNION SECURITY**

- 3.1 Except as provided in Section 3.2 hereof, it shall be a condition of employment that all employees of the City covered by the Agreement who are members of the Union shall remain members in good standing in the Union. All current employees who are covered by this agreement and who are not members of the Union shall, within thirty (30) days of execution of this agreement, become and remain members in good standing of the Union as a condition of employment. It also shall be a condition of employment that all newly hired employees covered by this agreement on the thirtieth day following the beginning of such employment, shall become and remain members in good standing in the Union.
- 3.2 If an employee:

- A. For bona fide religious tenets, as per RCW 41.56.122(1) does not desire to be a member of the Union, one of the following shall apply:
    - 1. Pay each month a service charge equivalent to regular union dues to the Union.
    - 2. Pay each month an amount of equivalent to regular current union dues to a non-religious charity that is agreeable to the Union and the employee.
  - B. Rights of non-association shall be administered consistent with applicable State and Federal law. Employees may exercise their right of non-association by paying a service fee in lieu of membership.
  - C. Written authorization card approved by the Union and the City is necessary for the payroll deduction of Union dues or alternative payments as set forth in subparagraphs 1 and 2 above.
  - D. Any employee failing to comply with a paragraph A or B of this section will be terminated if the employee has still not complied after notice of non-compliance given by the Union to the employee at least thirty (30) days in advance of the proposed termination date, with the notice also being given thirty (30) days in advance to the City.
- 3.3 Except as provided in Section 3.2, the City agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees, with a list of the employees' names, salaries, and individual amounts deducted.
- 3.4 The WSCCCE will indemnify, defend, and hold the City harmless against any and all liabilities, taken against the City in complying with the provisions of this Article. The Union agrees to refund to the employee any amounts paid in error upon presentation of proper evidence.

## **ARTICLE 4 - UNION BUSINESS**

### **4.1 LEAVE WITHOUT PAY FOR UNION BUSINESS**

Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated, or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted, in writing, by the Union to the department head or his/her designee and shall be answered, in writing, no later than five (5) days following the request. .

#### 4.2 ACCESS TO WORKPLACE

The City and Court agrees that representatives of the Union shall have reasonable access to the premises of the City and Municipal Court during working hours with advanced notice to the appropriate City representative. Such visitations shall be for the reasons of the administration of this Agreement. The Union agrees that such activities will have a minimal interruption of the normal work duties of employees. Access to the workplace shall be in compliance with appropriate safety regulations.

#### 4.3 BULLETIN BOARDS

The City and Court shall permit the reasonable use of bulletin boards (except Safety and Human Resources Department bulletin boards) in designated work locations represented by the Union for the posting of Union recreational and social activities; notices of Union elections and results of such elections; notices of Union appointments; notices of Union meetings and minutes thereof.

#### 4.4 LEAVE WITH PAY FOR UNION BUSINESS

The City will grant leave with pay for Union officials for pre-meetings for disciplinary hearings, and to meet with the City for grievance meetings and disciplinary proceedings, provided the total amount of leave for such purpose for the Union shall not exceed 50 cumulative hours per calendar year. Union members shall report such time on their time sheets and the City will track such hours and provide the Union with an updated balance upon request.

The City will grant leave with pay for:

1. Up to three Union Officials to meet with the City for contract negotiations;
2. Up to two Union officials to meet with the City for Impact Bargaining; and
3. Up to three Union officials to meet with the City for Labor Management Committee meetings.

Union officials are responsible for notifying their supervisor in advance of all authorized Union leave with pay. All Union meetings shall occur during non-work time, such as lunch breaks. No Union member shall conduct Union business on City time except as provided in this section.

### **ARTICLE 5 - WORK STOPPAGES**

- 5.1 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 during the term of this Agreement or any extension mutually agreed upon. Specifically, the Union shall not cause or condone any work stoppage including any strike, slowdown, non-bona fide sick leave absence, refusal

to perform any customarily assigned duties, refusal to cross a picket line on City premises (unless same is sanctioned by the Pierce County Labor Council), or other interference with City functions by employees under this Agreement. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the foregoing activities has occurred. Should any such activity occur, the Union agrees to take appropriate action immediately to end such interference.

- 5.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union immediately shall order, in writing, such members to cease engaging immediately in such work stoppage and shall provide the City with a copy of such order. If employees continue such work stoppage after such Union notification, employees may be subject to disciplinary action by the City.
- 5.3 During the term of this Agreement the City shall not lockout any bargaining unit employee or group of employees.

## **ARTICLE 6 - EMERGENCY AND EMERGENCY WORK ASSIGNMENT**

- 6.1 In the event of a declared emergency, the City reserves the right to assign employees work without regard to their employment classification for the duration of the emergency and/or based on City Administrative Policy 2.3.6 Inclement Weather Policy.

## **ARTICLE 7 - NON-DISCRIMINATION**

- 7.1 The Union recognizes the City of Puyallup as an Equal Opportunity Employer and mutually agrees there shall be no unlawful discrimination because of race, color, religion, sex, sexual orientation, national origin, age, marital status, genetic information, veteran's status, disability and/or any other basis protected by applicable discrimination laws.
- 7.2 Consistent with RCW 41.56, the City shall not discriminate against an employee because of Union affiliation, non-affiliation, or in the free exercise of their rights under RCW 41.56.

## **ARTICLE 8 - LABOR/MANAGEMENT COMMITTEES**

- 8.1 Labor/management committees may be formed composed of no more than three (3) representatives on each side, unless mutually agreed upon. Said committee will meet upon the request of either party for the purpose of discussing and facilitating issues which may arise between the parties, provided that meetings will not exceed six (6) times per year unless mutually agreed. It is understood and agreed that such committee will not include hearing of formal grievances, collective bargaining issues or other matters for which another procedure is provided by law or by other provisions of this Agreement.

Any request for a labor management committee meeting will be requested through the City of Puyallup Human Resources Director or his/her designee and the Union.

## **ARTICLE 9 – VACATION**

Vacation benefits shall be provided as follows:

### **9.1 VACATION ACCRUAL RATE**

|                      | Hours<br>Semi-<br>Monthly | Days<br>Per<br>Year | Hours<br>Per<br>Year |
|----------------------|---------------------------|---------------------|----------------------|
| 0 through 4th year   | 4.00                      | 12                  | 96                   |
| 5 through 9th year   | 5.33                      | 16                  | 128                  |
| 10 through 14th year | 7.00                      | 21                  | 168                  |
| 15th year plus       | 8.67                      | 26                  | 208                  |

- 9.2 Employees may not “carry forward” any balance of vacation greater than the equivalent of eighteen- (18) month’s accrual into a subsequent year. Vacation accruals must be under the applicable limit by December 31 each year. Under extenuating circumstances and at the sole discretion of the City Manager, exceptions may be granted allowing employees to “carry forward” a balance of vacation greater than the eighteen-month accrual limit into the subsequent year.
- 9.3 Regular-status, part-time employees subject to provisions of this Agreement, shall be provided vacation benefits on a pro-rated basis.
- 9.4 Employees may request accrued vacation leave in increments of fifteen (15) minutes.
- 9.5 All new employees hired on or after 1/1/99 will accrue vacation at the rate indicated in Section 9.1 above.

## **ARTICLE 10 – HOLIDAYS**

- 10.1 The following holidays will be paid to all City employees in a regular-pay status the day before and the day after the holiday. Part-time employees in a regular-pay status the day before and the day after a holiday shall receive holiday pay prorated by the number of hours the employee is authorized to work.

|                                  |                         |
|----------------------------------|-------------------------|
| New Year's Day:                  | 1st day of January      |
| Martin Luther King Jr's Birthday | 3rd Monday in January   |
| President's Day:                 | 3rd Monday in February  |
| Memorial Day:                    | Last Monday in May      |
| Independence Day:                | 4th of July             |
| Labor Day:                       | 1st Monday in September |

|                                |                                        |
|--------------------------------|----------------------------------------|
| Veteran's Day:                 | 11th day of November                   |
| Thanksgiving Day:              | 4th Thursday in November               |
| Day following Thanksgiving Day | Day immediately following Thanksgiving |
| Christmas Day:                 | 25th day of December                   |
| Floating Holiday(s):           | Two paid holidays per calendar year    |

## 10.2 FLOATING HOLIDAY(S)

Regular-status, full-time employees are provided two floating or personal holidays (16 hours) each calendar year provided they have been or are scheduled to be continuously employed by the City for at least ten (10) months during the calendar year.

Employees with less than ten complete months, but at least five months of City service, are entitled to one floating holiday (8 hours).

Regular-status, part-time employees shall receive floating holiday leave in proportion to the hours of work authorized for that position.

Floating holidays may not be carried forward from one year to the next.

Unused floating holidays are not compensable upon employee termination.

## 10.3 HOLIDAY PAY

All employees who work on a holiday will be paid two (2) times their regular rate of pay for the hours worked in addition to their regular holiday pay.

# ARTICLE 11 - SICK LEAVE

- 11.1 In order to be granted sick leave with pay, an employee eligible for sick leave under this agreement must notify his/her supervisor preferably two (2) hours, but no less than one (1) hour, prior to the start of the scheduled shift unless circumstances beyond employee's control prohibits notification within that time. Employees may be required, at the discretion of the City, to provide documentation from a health care provider for absences over three days.
- 11.2 Employees shall be allowed to use sick leave in fifteen (15) minute increments.
- 11.3 Sick leave may be granted for employee illness, injury, quarantine due to exposure to a contagious disease, medical and dental care, maternity/parental leave, illness in the immediate family for which the employee's presence is required, or pursuant to the Washington Family Care Act (FCA). Applicable sick leave shall be credited as leave under the Family and Medical Leave Act (FMLA) as determined by the City.

- 11.4 For purposes of this article, immediate family will be defined as: a member of the employee's household, or regardless of residence, any parent (including an individual who stands in loco parentis), step-parent, grand-parent, spouse, child, sibling or grandchild. "In loco parentis" means a person who stands in the place of a parent.

11.5 SICK LEAVE ACCRUAL

All employees hired after 1/01/2002 shall accrue sick leave at the rate of eight (8) hours (or a prorated rate for part-time, regular-status employees) per month. There is no limit to the amount of sick leave that can be accrued.

11.6 SELL BACK OF ACCRUED SICK LEAVE

Employees hired on/or before December 31, 1979, have the option of selling back to the City, during any calendar year, up to forty (40) hours of accrued sick leave under the following conditions:

- 11.6.1 The sell back option is taken no later than September 1 of the year preceding the sell back.
- 11.6.2 The employee must have at least five hundred sixty (560) hours of accrued sick leave at the time of electing the sell back option.
- 11.6.3 Sick leave will be sold back at the employee's regular rate of pay for the calendar year in which the sell back occurs.
- 11.6.4 Sick leave sold back will be deducted from the base available for sick leave pay-off and may not be restored.
- 11.6.5 The City will make payment in full prior to February of the calendar year after which the sell back occurred.

11.7 SICK LEAVE PAY-OFF

Employees hired on/or before December 31, 1979, where employment terminates, whether voluntary, involuntary or by retirement, will receive one-half accrued sick leave up to sixty-five (65) days at their regular rate of pay as sick leave pay-off.

Employees hired on/or before December 31, 1979, who terminate employment by retiring under the state guidelines for either PERS or LEOFF Plans I or II, will receive compensation for one hundred percent (100%) accrued sick leave up to one hundred-thirty (130) days calculated at their regular rate of pay as sick leave pay-off.

Employees hired after December 31, 1979, who are eligible for a service retirement under the state guidelines for the PERS system shall be eligible to receive compensation for fifty percent (50%) of accrued sick leave at their regular rate of pay up to \$10,000.00 in their final compensation.

#### 11.8 LEAVE INCENTIVE

Employees who use two workdays or less of non-protected sick leave per calendar year, will be granted sixteen (16) hours additional vacation leave that must be used the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

New employees who are hired between January 1 and January 31 of any calendar year and use sixteen (16) hours or less of non-protected sick leave per calendar year, will be granted sixteen (16) hours of vacation leave to be scheduled the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

New employees who are hired between February 1 and June 30 of any calendar year and use eight (8) hours or less of non-protected sick leave per calendar year, will be granted eight (8) hours of vacation leave to be scheduled the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

Protected sick leave is legally protected, for example FMLA and FCA sick leave.

### **ARTICLE 12 - BEREAVEMENT LEAVE**

- 12.1 With the department director's/manager's and/or supervisor's approval, regular-status employees may be granted up to three (3) days leave, with pay, to assist with funeral arrangements and attend funeral services for immediate family members. When necessary for out-of-state travel, the leave period may be extended by two (2) additional days for a total of five (5) days.
- 12.2 Bereavement leave is not considered sick leave or vacation leave.
- 12.3 In the event the time required to attend a funeral exceeds the three (3) or five (5) day period, vacation leave may be taken.
- 12.4 Immediate Family means: a member of the employee's household or, regardless of residence, spouse, mother, father, step-parent, mother-in-law, father-in-law, grandparent, daughter, son, daughter-in-law, son-in-law, sister, brother, sister-in-law, brother-in-law, or grandchild.
- 12.5 Leave with pay may be granted to City employees required to attend funerals as a matter of protocol. Prior approval must be granted by the City Manager before leave may be taken. The request for leave must contain the employee's expected period of absence.

## **ARTICLE 13 - JURY DUTY/COURT APPEARANCES**

- 13.1 Regular-status employees who are called for jury duty, who are required to attend court for any work-related reason, or who are subpoenaed as a witness for cases which are work related shall be granted a leave of absence with pay.
- 13.2 Employees who are required to appear in court for personal matters must request vacation or comp time. If vacation or comp time is not available or employee does not have sufficient hours, then leave without pay must be requested prior to the scheduled court appearance.
- 13.3 Employees are expected to return to work during lapses in court appearances. Compensation, less expenses, received for jury duty or court appearances must be assigned to the City. Other compensation such as mileage expenses need not be returned as they are considered expense reimbursements.
- 13.4 When called for jury duty or a court appearance, the employee shall provide a copy of the summons or subpoena to his/her immediate supervisor and the Payroll Specialist.

## **ARTICLE 14 - HOURS OF WORK**

- 14.1 The established workweek for overtime purposes is Monday 12:01 a.m. to Sunday 12:00 midnight unless otherwise defined for a flexible work schedule. The normally scheduled workweek is Monday through Friday at eight (8) hours per day exclusive of lunch periods. Other workweeks may be designated in the Library, Senior Center, or Recreation Center where it is necessary for business operations and customer service to vary work schedules.
- 14.2 All employees who work a schedule that is more than five hours are required to take an unpaid lunch break of one-half hour to one (1) hour per work shift as established by the department/division. The lunchbreak will be scheduled no earlier than two hours and no later than five hours after the start of the employee's shift. Employees are entitled to a paid 15-minute break for every four hours of working time. Breaks may not be accrued.
- 14.3 Flex time is a work schedule which permits flexible starting and quitting times for employees other than the standard work day (with a required number of hours which must be worked). Final decisions for participation will be made by the City Manager with concurrence by the department director/manager and the employee and will be based upon whether or not the alternative work schedule interferes with business operations or service to the citizens as determined by the City Manager. Final decisions for Court employee participation will be made by the Judge, with input by the Court Administrator and the employee.

#### 14.4 LIBRARY SHIFT SCHEDULE

When necessary for the operational needs of the Library, the City may assign employees to a different shift. Prior to changing a shift, the City will provide the employee with at least one-week (seven days) notice of the intended change. If the City provides less than one-week (seven days) notice, an attempt will be made to cover the shift on a voluntary basis and the employee will be paid at the overtime rate for the first three (3) hours of the shift.

14.4.1 Employees will provide a minimum of ten (10) day's notice to their supervisor when requesting time off, unless circumstances beyond the employees control prohibit notification within that time. It shall be the policy of the Library to grant vacation leave as requested insofar as this practice is compatible with continuation of Library service to the public and needs of the Library.

A response to a leave request will be provided to the employee preferably within seven (7) days of the request, but no more than fourteen (14) days.

14.4.2 Shift trades shall be consistent with FLSA and may be voluntarily undertaken between two (2) Library staff within the same classification upon management approval. The responsibility of repayment rests with the employees involved in the trade and shall result in no additional costs to the City.

14.4.3 In the event the Library is scheduled to be open seven (7) days per week, Sunday hours will be paid at a full eight (8) hour day with actual hours worked not to exceed five (5) hours. Any additional Sunday hours worked beyond five (5) hours will be eligible for the overtime rate. The City will implement a 5/2 work schedule with two consecutive days off if a Sunday schedule is implemented.

### **ARTICLE 15 - EMPLOYMENT PRACTICES**

#### 15.1 RECRUITMENT WITHIN THE BARGAINING UNIT

Bargaining unit job announcements shall be sent to all Union members at least five (5) working days prior to recruiting outside applicants. The City's good faith effort to send announcements will satisfy this requirement.

15.2 Any employee in the bargaining unit who meets the minimum qualifications and is in good standing in their current position shall have the opportunity to interview for the position applied for.

15.3 Unsuccessful applicants are encouraged to seek feedback regarding their application results.

15.4 Seniority shall be defined by the length of continuous City service in a regular status position listed in Appendix A. If two (2) or more employees have the same continuous City service date, ties shall be broken in the following order:

- Longest continuous time within his/her job classification; then
- Longest continuous time within department; then
- By lot

## 15.5 TRANSFERS

Transfers shall be defined as moving an employee from one position to another position of equal or lower pay within another department/division.

## 15.6 PROMOTIONS

It is the City's responsibility to assess the qualifications of applicants. Such assessment shall include, but is not limited to, education, experience, and seniority. In the event that all criteria are equal, seniority shall prevail.

## 15.7 REDUCTION IN FORCE

The Employer reserves the right to lay off employees for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive. In accordance with GR29, the Court maintains full control over the hiring of Court employees. As such, City employees in other departments are not eligible to exercise bumping rights to displace any Court employees regardless of seniority or job classification.

The following basic provisions shall apply:

- A. It shall be the responsibility of the City to determine job classifications in which layoffs are to occur.
- B. In the event of a layoff, affected employees will be given at least sixty (60) days' notice of layoff, when possible.
- C. In the event of a layoff, the order of the layoff shall be determined by job classification within the Department and according to the seniority list created by the City and adopted by the Union in January of each year. The last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. Furthermore, management reserves the right to lay off an employee outside the seniority list process if the employee has received a formal written disciplinary action in accordance with the discipline process outlined in article 25 within the last 12 months. In this situation, bumping rights would not apply. Management will inform the union of its intent; however the selection will not be bargained nor grieved per this agreement.
- D. If an employee's position has been eliminated and that employee has seniority, the employee shall have the right to bump into an equal or lower position/classification previously held in the last 18 months by the employee within the bargaining unit. The 18 month look back begins on the date of notification. This time limit will not pertain to those classifications within a series. See Appendix B for listing of Classification Series. Employees choosing not to

bump shall be considered laid off and afforded all benefits and rights accordingly. If an employee bumps another employee in a lower position, the employee's salary shall be frozen for a period of six (6) months. After six (6) months the employee shall assume the pay level of the highest step in the position which they assume, as long as it does not generate an increase in pay.

- E. An employee exercising his/her bumping rights must meet the minimum requirements established for that position, including education, licenses, and certifications. The employee shall have three months to meet the minimum standards as defined in the job classification.
- F. No bargaining unit employee may be laid off if there are AFSCME temporary employees working in the same work group (all employees under the lowest non-AFSCME supervisor/manager). Any employee subject to layoff shall have the right to bump into any temporary position working within the bargaining unit for which they meet the minimum qualifications of the job as defined by the job classification.
- G. The name of an employee who has been laid off shall be placed on a re-employment list and shall be recalled in the inverse order in which the employee was laid off.
- H. Employees who have been laid off and are not currently employed by the City will be first in consideration for vacant positions meeting minimum standards of the position, in the following priority order:
  - 1. Employees of the same job classification will be interviewed for the position first.
  - 2. Employees of a different job classification, but previously occupied the classification being refilled within the last five (5) years, will be interviewed for the position second (if necessary).
  - 3. The employee must provide the employer with any address change while waiting for recall.
  - 4. Notice of recall will be made in writing by certified mail to the employee's address of record.
  - 5. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.
  - 6. An employee recalled must report for re-employment on the date established by the Department Director or be considered to have abandoned his/her recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.
  - 7. An employee recalled to a job classification with a lower salary rate than his/her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his/her name will be removed from the re-employment list.
  - 8. An employee on layoff accrues no additional sick leave or vacation time. When an employee is recalled from layoff and re-employed, he/she is considered to have his/her previous service credit for computation of future earned vacations and sick leave. Sick leave will be reinstated in an amount equal to that as of the date of his/her layoff.

9. Each person on a re-employment list shall retain eligibility for appointment for a period of one (1) year from the date his/her name was placed on the list.
10. Upon returning to his/her original job classification, an employee retains his/her accrued time for merit increase if rehired within one (1) year.

## 15.8 RECLASSIFICATIONS

An employee who considers their position to be improperly classified may submit a request for reclassification in writing to Human Resources stating the specific reasons and rationale for the request and sending a copy to the Union. The reclassification review process shall follow City Policy 2.6.1 Management and Classification of Positions. The City will review and respond to the request in writing to the employee and the Union. The City's decision is not grievable.

## **ARTICLE 16 - PROBATIONARY/TRIAL SERVICE PERIOD**

- 16.1 New employees shall serve a probationary period during their first six-(6) months of employment. During such time, a probationary employee shall be considered 'At Will' employees and serve at the discretion of the City. A probationary employee may not challenge an involuntary termination through the grievance procedure. Upon completion of their probationary period, they shall be known as regular-status employees.
  - 16.1.1 The probationary/trial service period may be extended with the mutual agreement of both parties.
- 16.2 Employees who are promoted to a position covered by the Agreement shall serve a trial service period of six (6) months. If a promoted employee fails to pass the trial service period, or chooses to revert back to their prior position within the first six (6) weeks, such employee shall be eligible to return to his/her previous classification and department if it has not been filled or eliminated by the City.

## **ARTICLE 17 – DRUG AND ALCOHOL TESTING**

### **17.1 At Work Influence Prohibited**

Reporting to work under the influence of alcohol, marijuana, and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs in the workplace or while working is strictly prohibited and may result in disciplinary action, including termination.

Each employee must advise the Employer if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

## **17.2 Employee Assistance Program Available**

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

## **17.3 Suspicion of Influence**

Where a supervisory employee of the City has a confirmed reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of reasonable suspicion is provided:

- (1) Management personnel conclude through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- (2) Where an employee is involved in an accident due to the action, inaction or inattention of the employee;
- (3) Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

| (ng/ml)             | Test Level |
|---------------------|------------|
| Amphetamines        | 1000       |
| Barbiturates        | 300        |
| Benzodiazepines     | 300        |
| Cannabinoids        | 100        |
| Cocaine metabolites | 300        |
| Methadone           | 300        |
| Methaqualone        | 300        |

|                                                |            |
|------------------------------------------------|------------|
| Opiates (Codeine)                              | 300        |
| Opiates (Morphine)                             | 300        |
| Phencyclidine (PCP)                            | 25         |
| Propoxyphene                                   | 300        |
| Level of the positive result for ethyl alcohol | 0.04 gm/dl |

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, and hallucinogens which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

#### **17.4 Testing Procedure**

If an employee is required to submit to a drug test, the following procedure shall be followed:

The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.

The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the testing administrator. The Employer and a Union representative may be present during this discussion.

The Employer may request urine and/or blood samples.

Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given, however, the collection may be observed by medical personnel.

All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the Employer, employee and the Union representative (if available) and proper chain-of-custody procedures shall be followed.

The drug tests of the specimen shall be conducted by the same laboratory utilized in the DOT program.

If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry (GC/MS) tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

At the employee's request, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the employee for testing within 24 hours of the test results. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

**Any attempt to alter or otherwise tamper with the specimen and/or the test shall result in immediate termination.**

#### **17.5 Results Reporting**

The employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including termination. When applicable, additional testing may be required under the City's DOT policy.

### **ARTICLE 18 - OVERTIME AND STANDBY PAY**

18.1 Employees who meet the definition of overtime-exempt under Federal and State law are exempt from overtime.

18.2 Non-exempt employees who work more than 40 compensable hours in a work week (including regular, vacation or compensatory time) will be paid overtime or granted compensatory time off accrual (if elected by the employee) at the rate of one and one-half hour for every hour worked. Overtime will be paid at the rate of 1.5 times the compensated hours in excess of 40 hours per week. Overtime will be computed to the nearest one-quarter hour.

Work performed beyond 40 hours a week must have prior approval from the department director or manager. All compensatory time shall be scheduled in advance and mutually agreed upon by the supervisor and the employee.

Employees may accrue up to 120 hours of compensatory time with a rolling cap. Employees may carry-over up to forty (40) hours of compensatory time to the following year and will be paid for all other compensatory time at their regular rate of pay on the December 20 pay check.

The process for requesting and using compensatory time is the same as requesting vacation time. All compensatory time shall be scheduled in advance with prior approval from the supervisor. A leave request/report form is completed and turned into a supervisor for review and approval. Denial of a request to use compensatory time shall be at the sole discretion of the supervisor and therefore can not be grieved as any violation of compensatory rules.

- 18.3 Time and one half shall be paid for all work performed on the employee's first scheduled day off. Double time shall be paid for all work performed by the employee on their second scheduled day off. In the event of a declared emergency, see Article 6.

18.4 CALL-BACK

Employees called back to work after completing a normal work day at a time other than during their normal work hours or hours contiguous to their normal work hours will receive a minimum of three (3) hours pay at the overtime rate of 1.5 times regular pay. Any time worked in excess of the three (3) hours will be paid in accordance with this article. Remote work required by the Employer, such as a phone call or email, will be paid in increments of 15 minutes at the overtime rate.

18.5 CALL-IN

Employees called to work while they are on paid leave (i.e., vacation) will be allowed to select either overtime or regular time for those hours worked during the time they would normally be at work. This selection must be made with the approval and consent of their supervisor. If overtime is selected, the leave bank will be adjusted. If regular time is selected, the paid leave will be rescheduled for a later time. If the employee is required to work subsequent days, these days will be considered regular work time and any leave will be rescheduled.

18.6 STANDBY

The purpose of standby duty is to be available during off-duty hours. The City, at its option, may invoke standby duty to ensure that qualified personnel are available to respond to emergencies, which may affect public health, safety, and/or welfare.

An employee who is put on standby duty shall be approved as to their qualifications by the department director or his/her designee.

Employees who volunteer for standby duty shall be placed on a weekend/holiday standby schedule, which shall be developed on an annual basis. If there are not sufficient qualified volunteers, the City shall assign qualified employees for standby duty.

Employees shall be compensated for weekend/holiday standby duty. Standby duty shall commence on 5:01 p.m. on the last work day of the work week and shall continue through until the next regularly-scheduled work day. Employees who are assigned such standby duty shall receive additional compensation at the rate of \$2.00 per hour for each hour on standby duty. When an employee is called back to work from a standby status,

the employee will be paid according to Section 18.3. There will be no pyramiding of pay due to this article.

## **ARTICLE 19 - PAY PERIODS/PAYCHECKS**

- 19.1 Employees shall be paid twice each month, on the 5th and the 20th. Provided, however, that wages for work performed from December 16<sup>th</sup> through December 31<sup>st</sup> for each calendar year shall be paid to employees on the last business day of that calendar year. Provided further, employees' first pay date of each calendar year shall fall on January 20<sup>th</sup>. An employee who leaves City employment for any reason shall be paid all monies due on or before the next regularly scheduled pay date.
- 19.2 If requested by the employee in writing, including e-mail or fax, by noon on January 1<sup>st</sup>, overtime earned during the last three working days of the month of December shall be paid by a check on January 5<sup>th</sup> or the next working day if the 5<sup>th</sup> is a Saturday or Sunday. The check will not be paid by direct bank deposit, but shall be available for employees to pick up at City Hall by 4:00 p.m. Overtime earned during the last three working days of the month of December will be paid at the rate at which it was earned.
- 19.3 Issuance of an early paycheck may be authorized by a department director/manager or his/her designee if an employee is leaving on vacation or to attend school or training for the City. The approved request must be submitted to Payroll two days prior to picking up the paycheck unless an exception is made due to a family emergency.
- This check will be available the last working day the employee works prior to leaving. On the date the early check is picked up, the employee must turn in a signed and approved timesheet. The check will be issued, less \$20 of the normal net amount.
- 19.4 Early issuance of paycheck is available for one pay period at a time. If an employee is on approved paid leave for more than one pay period, arrangements must be made to directly deposit any future paychecks to the employee's bank account or released to someone designated in writing by the employee.

## **ARTICLE 20 - EDUCATION, TRAINING, TUITION REIMBURSEMENT**

- 20.1 **EDUCATION AND TRAINING**  
Employees who attend work-related, educational seminars, conferences, training, as approved by their department director/manager, will receive their regular compensation and in accordance with the Fair Labor Standards Act.
- Those employees who incur travel expenses will be reimbursed in accordance with the City Policy addressing Travel Expenses. Overnight travel must be approved by the Department head and/or City Manager.
- 20.2 **TUITION REIMBURSEMENT**

Regular-status employees may participate in the City of Puyallup Tuition Reimbursement Program by taking courses or training at accredited colleges or universities. The City's ability to offer tuition reimbursement is subject to the limitations of the City budget, and employees may also be limited to an annual maximum.

Reimbursement shall be only for the actual tuition (cost of the course). Reimbursement will not be provided for books, lab fees, travel expenses, comprehensive student fees, library, parking, student identification card fees, material costs, or any other auxiliary, associated expenses.

An employee must apply for and receive approval from the department director/ manager, and the Tuition Reimbursement Committee prior to enrollment in the course(s). Reimbursement shall be paid to a maximum that is charged for a typical course at a state university within the surrounding area.

An employee must complete each course with a grade of "C" or better or a "PASS" in a pass/fail grading system. Upon completing the course, the employee shall submit: 1) a receipt for tuition, and 2) a copy of the grade report showing a 'C' or better or a 'PASS' grade to the Human Resources Department.

Courses are to be taken after working hours. In those cases where courses are not offered during off hours, the department director/manager may arrange a flexible work schedule for the employee provided the schedule will not interfere with the overall operation and functioning of the department.

In the event where limited funds prevent the City from reimbursing all eligible employees, the following criteria will be followed in determining which applicants shall receive reimbursement (except where specified, order does not indicate priority):

- A. The order in which applications are received by the Human Resources Department, with the earliest received having first priority.
- B. The City's need for the particular knowledge, skill or training for which the applicant is aspiring.
- C. The proposed course will also be evaluated; first, according to how closely it relates to the employee's current position. Second, how closely the course relates to the employee's next higher position within the City.

## **ARTICLE 21 – INSURANCE**

### **21.1 Medical and Other Insurance**

Regular-status employees who work 30 hours or more per week are eligible to receive the benefits outlined below. The City will provide medical insurance for employees and their dependents in the following manner:

- a. Medical insurance will continue to be provided via the City of Puyallup Healthcare Plan 1, including changes resulting from the Affordable Care Act;
- b. Employee groups currently on Plan 1 will continue to have individual and family deductibles at \$100/\$300 respectively and out-of-pocket maximums for individual and family at \$375/\$1,125 respectively for preferred and \$1,000/\$3,000 respectively for participating/out-of-network;
- c. Employee groups currently on Plan 1 will also have a \$15 co-pay for all visits billed as an office visit;
- d. Co-pay's for prescriptions are \$7 for generic, \$20 for preferred brand, and \$35 for single source brand drugs with no generic or therapeutic category alternative.

Wellness options will be pursued to continue to promote wellness.

Dental and orthodontia insurance will remain unchanged and continue to be provided via City of Puyallup Plan 00010.

Vision insurance will remain unchanged and continue to be provided via City of Puyallup Plan 12267181.

If the medical benefit plans listed in Section 21.1 are scheduled to be modified, the parties will negotiate those scheduled modifications.

21.1.1 WELLNESS PROGRAM: During the term of this Agreement, the Union will participate in the City's Wellness Program that contemplates:

21.1.1.1 Effective January 1, 2017 and each year thereafter, all bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance with the same level of benefits in place in 2016 and as amended per Affordable Care Act mandates. Such insurance coverage will remain in effect so long as the employee complies with the yearly requirements of the City's Wellness Program and the employee has completed and submitted an enrollment form within thirty-one (31) days of the date of coverage eligibility. Those not complying with the Wellness program or those that are hired after the yearly eligibility date will be required to premium share, as outlined below.

- A. In order to be in compliance with the requirements of the City's Wellness Program for 2017, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, and (c) certify that he/she is tobacco free by December 31, 2016.

All bargaining unit employees not complying with the requirements of the City's Wellness Program by December 31, 2016 and those hired between January 1, 2017 and 11:59p.m. on December 31, 2017 will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows:

| Coverage Level                        | Monthly Premium Share 2017 |
|---------------------------------------|----------------------------|
| Employee Only                         | \$25                       |
| Employee & Spouse or Domestic Partner | \$50                       |
| Employee & Child                      | \$40                       |
| Family                                | \$60                       |

B. In order to comply with the requirements of the City's Wellness Program for 2018, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, (c) certify that he/she is tobacco free, and (d) certify that he/she has regularly participated in physical activity as defined by the City by December 31, 2017.

All bargaining unit employees not complying with the requirements of the City's Wellness Program by on December 31, 2017 and those hired between January 1, 2018 and 11:59 p.m. on December 31, 2018 will on a monthly basis, contribute premium sharing for medical/pharmacy coverage.

as follows:

| Coverage Level                        | Monthly Premium Share 2018 |
|---------------------------------------|----------------------------|
| Employee Only                         | \$25                       |
| Employee & Spouse or Domestic Partner | \$50                       |
| Employee & Child                      | \$40                       |
| Family                                | \$60                       |

B. In order to comply with the requirements of the City's Wellness Program for 2019, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, (c) certify that he/she is tobacco free, and (d) certify that he/she has regularly participated in physical activity as defined by the City by December 31, 2018. All bargaining unit employees not complying with the requirements of the City's Wellness Program by December 31, 2018 and those hired between January 1, 2019 and 11:59 p.m. on December 31, 2019 will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows:

| Coverage Level                        | Monthly Premium Share<br>2019                        |
|---------------------------------------|------------------------------------------------------|
| Employee Only                         | 10% of the premium for employee only Coverage        |
| Employee & Spouse or Domestic Partner | 10% of the premium for Employee & Spouse/DP Coverage |
| Employee & Child                      | 10% of the premium for Employee & Child Coverage     |
| Family                                | 10% of the premium for Family Coverage               |

- 21.1.1.4 Should the City decide to not implement the City's Wellness Program or decide to terminate the City's Wellness Program during the term of this Agreement, all bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance.
- 21.2 As the Employer establishes healthcare budget rates during the term of this Agreement, if at any time healthcare premium costs meet or exceed 110% of existing rates, both parties agree to re-open Article 21, Section 21.1.
- 21.3 **TERM LIFE INSURANCE**  
The City will pay the premium for a term policy of life insurance in the amount of \$50,000 for the employee as per plan. The life insurance policy premium for dependent coverage in the amount of \$1,000 shall be paid by the employee.
- 21.4 **LONG-TERM DISABILITY INSURANCE**  
The City will pay the premium for long-term disability insurance for the employee
- 21.5 **EMPLOYEE ASSISTANCE PROGRAM**  
The City will pay the premium for an employee assistance plan (EAP) for the employee and eligible dependents.
- 21.6 The City is willing to provide information on short-term disability insurance to Union members. This may be done through the Ad Hoc Labor/Management Committee. Any premiums for short-term disability insurance would be paid by the employee, not the City. If there is an agreement by the parties to provide short-term disability insurance, any premiums would be paid by the employee.
- 21.7 **HEALTHCARE AND WELLNESS COMMITTEE:**
1. The parties agree to participate in the City's Healthcare and Wellness committee. Members from each labor group will sit on this committee along with non-represented employees (to include management). The purposes of the committee shall include:

- a. Exploring ways to control health care expense;
  - b. Increasing employee education about insurance benefits;
  - c. Seeking employee input into insurance benefits carriers and plan design.
2. The committee cannot negotiate for and/or bind the City or the Union to any decisions or course of action.

## **ARTICLE 22 - UNIFORMS AND EQUIPMENT**

- 22.1 Employees who are required to wear a City designated uniform shall be provided such uniforms and equipment as designated by the City. Such uniforms and equipment shall remain the property of the City and worn per departmental policies.///
- 22.2 Issued uniforms and equipment damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the City as required.
- 22.3 The City will provide, by contract or professional services agreement, uniform cleaning and repair services at the City's expense. The services shall be provided by a local cleaner of the City's choice, but individual employees will be responsible for all pick-ups and deliveries.
- 22.4 The City will provide all Personal Protective Equipment (PPE) required by the City.
- 22.5 The City will provide a boot reimbursement of up to \$200 every other year to qualified City employees. The reimbursement may be applied towards the purchase of up to two pairs of work boots. The boots shall be worn for City work. The City determines which positions are qualified to receive the reimbursement.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

- 23.1 Grievance is hereby defined as the question or challenge raised by an employee, the City, or the Union as to the correct interpretation or application of specific provisions of this Agreement. It is the purpose of this clause to provide the City, the employees, and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement.

It is the desire of the parties to address grievances informally whenever possible. No later than fourteen (14) calendar days from the date of the alleged occurrence, the employee and/or their designee may discuss the grievance with his/her immediate supervisor (not in the bargaining unit). The supervisor has fourteen (14) calendar days to investigate and respond to the employee. If a resolution is not reached informally, the following steps are agreed upon as the appropriate order of resolution:

## 23.2 GRIEVANCE PROCEDURES

### 23.2.1 Step 1 - Written

If a grievance is not processed informally, the grievance will be put in writing and will be presented within fourteen (14) calendar days from the alleged occurrence to the immediate supervisor (not in the bargaining unit). The written grievance will include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the agreement violated and the remedy sought. The immediate supervisor will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days.

### 23.2.2 Step 2 - Department Head

If the employee/Union are not satisfied with the solution resulting from Step 1, the employee/Union may present the grievance, within fourteen (14) calendar days, to the department head or his/her designee. The department head or his/her designee will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days. All grievances relating to Municipal Court staff shall be initiated at Step 2 and submitted in writing to the Court Administrator.

### 23.2.3 Step 3 - City Manager

If the employee/Union are not satisfied with the solution resulting from Step 2, the employee/Union may present the grievance, within fourteen (14) calendar days, to the City Manager or his/her designee; or for Court staff, the Presiding Judge. The City Manager or his/her designee will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days.

The City may initiate a grievance at this step within fourteen (14) calendar days of the alleged occurrence. The Union shall evaluate and respond in writing to the grievance within fourteen (14) calendar days.

### 23.2.4 Step 4 – Arbitration

If the grievance is not resolved at Step 3, the matter may, within fourteen (14) calendar days after the City Manager or Judge's decision has been rendered, be referred by the Union or the City to the arbitration process. If the matter is not referred to arbitration within this period, it shall be considered resolved at Step 3. An Arbitrator will be selected from a list of seven (7) arbitrators who reside in the Pacific Northwest. Such list to be provided from the American Arbitration Association. The parties will flip a coin to determine the order of striking arbitrators and then strike names until an arbitrator is selected.

The arbitrator's decision shall be final and binding; the arbitrator shall be empowered to render a decision based on the interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and the arbitrator shall render a decision within thirty (30) days of the hearing, unless

otherwise agreed upon. Any expenses incidental to arbitration shall be borne equally by the Union and by the City. Expenses incidental to arbitration do not include attorneys' fees nor expert witness fees; each party remains responsible for the cost of preparation and presentation of its own case regardless of the outcome.

23.2.5 The time limits specifying action may be extended by mutual written consent of the parties.

23.2.6 Any grievance shall be considered resolved at the completion of any step if all the parties are satisfied or if neither party presents the grievance to the next step within the prescribed period of time.

## **ARTICLE 24 - PAST PRACTICES**

24.1 Mandatory subjects of bargaining which are known by the parties to this agreement and in effect shall remain unchanged unless changed by mutual agreement in accordance with RCW 41.56. The City will provide at least fourteen (14) calendar days' notice to the Union of all changes to mandatory subjects of bargaining prior to implementation of changes.

## **ARTICLE 25 – DISCIPLINE AND DISCHARGE**

25.1 Employees shall only be disciplined or discharged for just cause, and shall have the right to have a Union representative present during disciplinary procedures. Discipline shall include the following steps, which will occur in the order listed below, unless the actions of the employee warrant more severe measures:

- Oral reprimand
- Written reprimand
- Suspension
- Termination

## **ARTICLE 26 - SAVINGS CLAUSE**

26.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties to this Agreement shall meet within a reasonable time to negotiate a substitute provision if necessary.

## **ARTICLE 27 - ENTIRE AGREEMENT**

- 27.1 The 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.
- 27.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

## ARTICLE 28 – SALARIES

- 28.1 Effective January 1, 2017, employees' wages shall be per Appendix A, which reflects an increase of 100% of the CPI-U, Seattle, Tacoma Bremerton, first half index (i.e., 2.2%).

On a one-time basis conditioned on the Union ratifying this 2017-2019 Agreement, each employee will receive a lump sum gross wage payment of \$250.

- 28.2 Effective January 1, 2018, wages will be increased by 100% of the CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum.
- 28.3 Effective January 1, 2019, wages will be increased by 100% of the CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum.

28.5 LONGEVITY PAY

All employees with ten (10) or more years of service shall receive an additional \$50.00 per month as longevity pay; employees with fifteen (15) or more years of service shall receive \$75.00 per month as longevity pay; and employees with twenty (20) or more years of service shall receive \$100.00 per month as longevity pay.

28.6 ACTING PAY

Employees assigned by their manager to perform the work of a higher classification for a period of three (3) or more days shall be compensated at the rate of the higher classification. The step assigned shall be at least five percent (5%) higher than their regular rate of pay, not to exceed the maximum of the range.

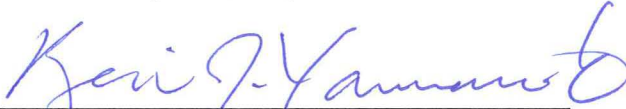
## ARTICLE 29 - DURATION

- 29.1 This Agreement shall be in effect from January 1, 2017, until December 31, 2019.

Executed this 6<sup>th</sup> day of July, 2017.

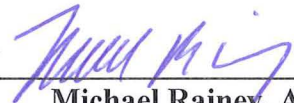
**CITY OF PUYALLUP**

BY   
John Hopkins, Mayor

BY   
Kevin Yamamoto, City Manager

**LOCAL 1516**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

BY   
Michael Rainey, AFSCME Representative

BY   
Linda Lian, Local 1516 President

**Approved as to Form:**

By:   
Joseph Beck, City Attorney

## APPENDIX A-1

### 2017 Salary Schedule – Monthly

## APPENDIX A-1

2017 AFSCME Salary Schedule - (2.2% COLA Included)

Effective Date: 1/1/2017

| <b>APPENDIX "A"</b><br><b>PUYALLUP</b><br><b>AFSCME 2017 Monthly Salary Schedule</b> |          |          |          |          |          |          |          |
|--------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|
| 2.20%                                                                                |          |          |          |          |          |          |          |
| AFSCME                                                                               | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   |
| Library Aide                                                                         |          |          |          | 1,940.72 | 2,025.06 | 2,109.48 | 2,193.78 |
| Library Assistant<br>Office Assistant I                                              | 2,756.86 | 2,894.62 | 3,032.36 | 3,170.14 | 3,307.96 | 3,445.74 | 3,583.44 |
| Office Assistant II<br>Probation Assistant                                           | 3,271.14 | 3,434.24 | 3,597.34 | 3,760.46 | 3,923.58 | 4,086.72 | 4,249.72 |
| Court Clerk<br>Library Technician I                                                  | 3,484.54 | 3,658.76 | 3,832.86 | 4,007.02 | 4,181.20 | 4,355.28 | 4,529.36 |
| Support Specialist                                                                   | 3,684.12 | 3,868.00 | 4,052.00 | 4,237.26 | 4,421.18 | 4,605.12 | 4,789.04 |
| Finance Technician<br>Senior Services Assistant                                      | 3,957.06 | 4,154.92 | 4,352.76 | 4,550.60 | 4,748.44 | 4,946.30 | 5,144.14 |
| Library Technician II<br>Lead Court Clerk                                            | 3,903.14 | 4,098.28 | 4,293.38 | 4,488.50 | 4,683.68 | 4,878.76 | 5,073.92 |
| Probation Officer                                                                    | 4,128.50 | 4,334.86 | 4,541.26 | 4,747.64 | 4,954.10 | 5,160.46 | 5,366.84 |
| Librarian I                                                                          | 4,568.62 | 4,797.04 | 5,025.48 | 5,253.90 | 5,482.26 | 5,710.72 | 5,938.88 |
| Librarian II                                                                         | 5,024.84 | 5,276.10 | 5,527.40 | 5,778.62 | 6,029.90 | 6,281.12 | 6,532.36 |
| Purchasing Agent                                                                     | 4,244.86 | 4,457.18 | 4,669.42 | 4,881.74 | 5,094.02 | 5,306.26 | 5,518.58 |
| Information Systems Technician                                                       | 4,663.46 | 4,896.48 | 5,129.46 | 5,362.54 | 5,595.50 | 5,828.52 | 6,061.50 |
| Building Inspector I                                                                 | 4,481.98 | 4,706.24 | 4,930.54 | 5,154.82 | 5,379.14 | 5,603.44 | 5,827.62 |
| Building Inspector II<br>Plans Examiner                                              | 4,900.12 | 5,144.88 | 5,389.62 | 5,634.36 | 5,879.12 | 6,123.90 | 6,368.48 |
| Senior Building Inspector<br>Senior Plans Examiner                                   | 5,232.48 | 5,493.82 | 5,755.14 | 6,016.52 | 6,277.82 | 6,539.22 | 6,800.54 |

|                                                                                                                                                                                                      |          |          |          |          |          |          |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|
| Assistant Building Official                                                                                                                                                                          | 5,631.22 | 5,882.96 | 6,145.96 | 6,420.66 | 6,707.66 | 7,007.54 | 7,320.78 |
| Electronic Technician                                                                                                                                                                                | 5,187.94 | 5,451.16 | 5,710.54 | 5,969.80 | 6,229.10 | 6,488.38 | 6,747.70 |
| Development Engineering Tech<br>Engineering Project Inspector<br>Engineering Contract Specialist<br>Environmental Engineering Tech<br>Traffic Engineering Technician<br>Transportation Project Coord | 4,807.36 | 5,047.50 | 5,287.58 | 5,527.66 | 5,767.74 | 6,007.94 | 6,247.90 |
| Engineering Construction Project Mgr<br>Engineering Technician IV                                                                                                                                    | 5,124.56 | 5,380.72 | 5,636.88 | 5,893.08 | 6,149.22 | 6,405.46 | 6,661.54 |
| Records Clerk<br>Investigations Support Clerk                                                                                                                                                        | 3,607.40 | 3,836.38 | 4,080.04 | 4,339.16 | 4,614.60 |          |          |
| Evidence/Identification Tech                                                                                                                                                                         | 4,045.88 | 4,302.76 | 4,576.00 | 4,866.62 | 5,175.64 |          |          |
| Records Clerk Supervisor                                                                                                                                                                             | 3,741.62 | 4,059.62 | 4,404.64 | 4,778.96 | 5,185.24 |          |          |

*Public Services Technician included within the Library Technician classification.*

*Technical Services Assistant included within the Library Assistant classification.*

## APPENDIX A-2 –

### 2017 Salary Schedule - Hourly

#### APPENDIX A-2

2017 AFSCME Salary Schedule - (2.2% COLA Included)

Effective Date: 1/1/2017

| 2.20%                                              |  | APPENDIX "A"<br>PUYALLUP<br>AFSCME 2017 Hourly Salary Schedule |        |        |        |        |        |        |
|----------------------------------------------------|--|----------------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| AFSCME                                             |  | Step 1                                                         | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Library Aide                                       |  |                                                                |        |        | 11.20  | 11.68  | 12.17  | 12.66  |
| Library Assistant<br>Office Assistant I            |  | 15.90                                                          | 16.70  | 17.49  | 18.29  | 19.08  | 19.88  | 20.67  |
| Office Assistant II<br>Probation Assistant         |  | 18.87                                                          | 19.81  | 20.75  | 21.69  | 22.64  | 23.58  | 24.52  |
| Court Clerk<br>Library Technician I                |  | 20.10                                                          | 21.11  | 22.11  | 23.12  | 24.12  | 25.13  | 26.13  |
| Support Specialist                                 |  | 21.25                                                          | 22.32  | 23.38  | 24.45  | 25.51  | 26.57  | 27.63  |
| Finance Technician<br>Senior Services Assistant    |  | 22.83                                                          | 23.97  | 25.11  | 26.25  | 27.39  | 28.54  | 29.68  |
| Library Technician II<br>Lead Court Clerk          |  | 22.52                                                          | 23.64  | 24.77  | 25.90  | 27.02  | 28.15  | 29.27  |
| Probation Officer                                  |  | 23.82                                                          | 25.01  | 26.20  | 27.39  | 28.58  | 29.77  | 30.96  |
| Librarian I                                        |  | 26.36                                                          | 27.68  | 28.99  | 30.31  | 31.63  | 32.95  | 34.26  |
| Librarian II                                       |  | 28.99                                                          | 30.44  | 31.89  | 33.34  | 34.79  | 36.24  | 37.69  |
| Purchasing Agent                                   |  | 24.49                                                          | 25.71  | 26.94  | 28.16  | 29.39  | 30.61  | 31.84  |
| Information Systems Technician                     |  | 26.90                                                          | 28.25  | 29.59  | 30.94  | 32.28  | 33.63  | 34.97  |
| Building Inspector I                               |  | 25.86                                                          | 27.15  | 28.45  | 29.74  | 31.03  | 32.33  | 33.62  |
| Building Inspector II<br>Plans Examiner            |  | 28.27                                                          | 29.68  | 31.09  | 32.51  | 33.92  | 35.33  | 36.74  |
| Senior Building Inspector<br>Senior Plans Examiner |  | 30.19                                                          | 31.70  | 33.20  | 34.71  | 36.22  | 37.73  | 39.23  |
|                                                    |  |                                                                |        |        |        |        |        |        |

|                                                                                                                                                                                                      |       |       |       |       |       |       |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|-------|-------|
| Assistant Building Official                                                                                                                                                                          | 32.49 | 33.94 | 35.46 | 37.04 | 38.70 | 40.43 | 42.24 |
| Electronic Technician                                                                                                                                                                                | 29.93 | 31.45 | 32.95 | 34.44 | 35.94 | 37.43 | 38.93 |
| Development Engineering Tech<br>Engineering Project Inspector<br>Engineering Contract Specialist<br>Environmental Engineering Tech<br>Traffic Engineering Technician<br>Transportation Project Coord | 27.73 | 29.12 | 30.51 | 31.89 | 33.28 | 34.66 | 36.05 |
| Engineering Construction Project Mgr<br>Engineering Technician IV                                                                                                                                    | 29.56 | 31.04 | 32.52 | 34.00 | 35.48 | 36.95 | 38.43 |
| Records Clerk<br>Investigations Support Clerk                                                                                                                                                        | 20.81 | 22.13 | 23.54 | 25.03 | 26.62 |       |       |
| Evidence/Identification Tech                                                                                                                                                                         | 23.34 | 24.82 | 26.40 | 28.08 | 29.86 |       |       |
| Records Clerk Supervisor                                                                                                                                                                             | 21.59 | 23.42 | 25.41 | 27.57 | 29.91 |       |       |

*Public Services Technician included within the Library Technician classification.*

*Technical Services Assistant included within the Library Assistant classification.*

## APPENDIX B

### Classification Series

The following classifications are considered to be grouped by series as referenced in Article 15 Reduction in Force, section D:

| Series | Classification                                                                                                                                                                                                                                                                                                  |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I      | Building Inspector I, Building Inspector II, Senior Building Inspector                                                                                                                                                                                                                                          |
| II     | Court Clerk, Lead Court Clerk                                                                                                                                                                                                                                                                                   |
| III    | Librarian I, Librarian II                                                                                                                                                                                                                                                                                       |
| IV     | Library Aide, Library Assistant, Library Technician I, Library Technician II                                                                                                                                                                                                                                    |
| V      | Office Assistant I, Office Assistant II                                                                                                                                                                                                                                                                         |
| VI     | Plans Examiner, Senior Plans Examiner                                                                                                                                                                                                                                                                           |
| VII    | Probation Assistant, Probation Officer                                                                                                                                                                                                                                                                          |
|        |                                                                                                                                                                                                                                                                                                                 |
| IX     | Records Clerk, Records Clerk Supervisor                                                                                                                                                                                                                                                                         |
| X      | Engineering Technician III (Development Engineering Technician, Engineering Project Inspector, Engineering Contract Specialist, Environmental Engineering Technician, Traffic Engineering Technician, Transportation Project Coordinator), Engineering Technician IV (Engineering Construction Project Manager) |

# COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

**GENERAL TEAMSTERS, LOCAL NO. 313  
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JANUARY 1, 2019 – DECEMBER 31, 2021**

## Table of Contents

|                                                         |           |
|---------------------------------------------------------|-----------|
| PREAMBLE.....                                           | 2         |
| ARTICLE I – RECOGNITION .....                           | 2         |
| ARTICLE II – SENIORITY.....                             | 4         |
| ARTICLE III – GRIEVANCE PROCEDURE.....                  | 4         |
| ARTICLE IV – VACATIONS .....                            | 6         |
| ARTICLE V – EMPLOYMENT OPPORTUNITY .....                | 7         |
| ARTICLE VI – PENSION.....                               | 12        |
| ARTICLE VII – SICK LEAVE .....                          | 13        |
| ARTICLE VIII – BEREAVEMENT LEAVE.....                   | 14        |
| ARTICLE IX – PROTECTED LEAVE .....                      | 14        |
| ARTICLE X – HOLIDAYS .....                              | 15        |
| ARTICLE XI – DISCHARGE.....                             | 15        |
| ARTICLE XII – BULLETIN BOARDS.....                      | 16        |
| <b>ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK .....</b> | <b>16</b> |
| ARTICLE XV – JURY DUTY.....                             | 22        |
| ARTICLE XVI – HEALTH AND WELFARE.....                   | 22        |
| ARTICLE XVII – SAVINGS CLAUSE.....                      | 23        |
| ARTICLE XVIII – WORK STOPPAGE.....                      | 23        |
| ARTICLE XIX – MANAGEMENT RESPONSIBILITIES .....         | 24        |
| ARTICLE XX – DURATION .....                             | 24        |
| ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS.....     | 24        |
| APPENDIX A – WAGES.....                                 | 26        |
| APPENDIX B – 2015 REORGANIZATION .....                  | 28        |
| APPENDIX C – STAFFING LEVELS .....                      | 29        |
| APPENDIX D – Technology .....                           | 30        |
| APPENDIX E – Smoke Testing .....                        | 32        |

**AGREEMENT**  
**By and Between**  
**CITY OF SUMNER**  
**and**  
**GENERAL TEAMSTERS, LOCAL NO. 313**  
**AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**JANUARY 1, 2019 – DECEMBER 31, 2021**

**PREAMBLE**

This agreement is entered into this first day of January 1, 2019 by and between the City of Sumner, hereinafter referred to as the Employer, and the General Teamsters, Local No. 313, Affiliated With International Brotherhood of Teamsters, hereinafter referred to as the Union, and only applies to such parties.

**ARTICLE I – RECOGNITION**

- 1.1** The Employer recognizes the Union as the collective bargaining agent for the regular full-time and regular part-time employees of the classifications listed in the Public Works, Shops, Parks, Fleet and Cemetery Departments. The Employer will inform new employees eligible for membership in the bargaining unit of the Union's exclusive representation.

Regular part-time employees shall be those who are appointed to approve budgeted positions, work thirty-seven (37) hours a week or less, and have no predetermined or projected termination/ending date, and have successfully passed their twelve (12) month trial period.

These employees are entitled to rights and prorated benefits of the Collective Bargaining Agreement based on the number of hours worked. An employee must work a minimum of twenty (20) hours per week to qualify for prorated benefits. This definition does not include "seasonal" or "temporary employees".

- 1.2** The Employer agrees to deduct monthly dues, in two equal payments, from bargaining unit members who have authorized such deductions in writing. The Employer shall transmit such deduction 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 the wages of such employee. The Employer 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.

- 1.3 An employee may stop paying union dues by submitting a written request to the Union and/or Employer. Upon receipt of the employee's notice the receiving party shall promptly notify the other party (e.g. if the Union receives a request from the employee, the Union will promptly notify the Employer of such request and to stop deducting dues). Upon the date of notification the Employer shall cease collecting payroll deductions immediately. If the funds deducted have already been remitted to the Union, the Employer will notify the Union and refer the employee to the Union for further information.
- 1.4 The Employer agrees to supply the Union the names of all new hires for positions that are identified in the Collective Bargaining Agreement at the time hired. Information should include the individual's name, start date, job classification, department, and personal address.
- 1.5 The Employer will provide union access to all new employees hired into classifications identified in the Collective Bargaining Agreement within forty-five (45) days of such hire. The Employer will schedule such access as part of the onboarding process at a date/time agreeable to the Union. The Employer will allow the Union up to forty-five (45) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other Employer facility.
- 1.6 Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this agreement, and financial stability of the Union to improve wages and working conditions. Unit employees collectively agree that financial support of the Union is fair, necessary, and integral to the success of this Agreement.
- 1.7 The Employer agrees that it will notify the Union and provide three (3) business days prior to releasing any non-exempt records subject to a public records request from a third party or entity relating to an employee's membership status with the Union. The Employer agrees to provide the Union a copy of such written request, as permitted by law.
- 1.8 **Extra Agreements:** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively (except with the Union), which is inconsistent with the terms of a collective bargaining agreement then in effect.

## **ARTICLE II – SENIORITY**

- 2.1 Acquisition of Seniority** - A new employee will attain seniority after twelve (12) months from date of hire. After completion of their trial period, the employee's seniority date shall be the date of hire.
- 2.2 Layoff and Recall** - Seniority shall prevail in the event of a layoff. The last employee hired shall be the first laid off, and the last employee laid off shall be the first recalled.
- 2.3 Loss of Seniority** - Seniority shall be broken for the following reasons:
- A. Justifiable discharge.
  - B. Voluntary quit.
  - C. Retirement.
  - D. Layoffs of twelve (12) months or more.
  - E. Absence from work because of a non-occupational illness or injury of twelve (12) months or more.
  - F. Absence from occupational illness or injury of twenty-four (24) months or more.

The time limits specified in E and F may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE III – GRIEVANCE PROCEDURE**

- 3.1** A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. Prior to filing a grievance an employee shall discuss the issue with the lowest level supervisor in their chain of command that is not a bargaining unit member within fifteen (15) calendar days after knowledge of the alleged occurrence. If the issue cannot be resolved within ten (10) calendar days of notifying the supervisor and a grievance arises, it shall be submitted to the following grievance procedure:

For the purposes of this article calendar days shall not include City observed holidays. Time limits referred to in this Article must be strictly adhered to unless waived by mutual consent by both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance. If the

Employer fails to timely respond to a grievance, including any of the grievance steps, the grievance shall be moved to the next step. If the parties fail to arbitrate a grievance within two (2) years of filing the grievance at Step 1, the grieving party forfeits its rights under this Article.

**Step 1.** If the issue is not resolved, the grievance shall be filed with the Department Director in writing with written notification to the City within fifteen (15) calendar days from the date that the grievant discussed the issue with his/her lowest level supervisor, setting forth the alleged contractual violation and the remedy sought. The Department Director shall make a decision on the matter within fifteen (15) calendar days. If the parties fail to reach a decision, or fail to agree upon a settlement in the matter, it shall be filed to Step 2. The parties shall make every effort to resolve the grievance at this level.

**Step 2.** If the grievance is not resolved at Step 1 the grievance may be presented to the Mayor or his/her designee, in writing within fifteen (15) calendar days, setting forth the detailed facts concerning the nature of the grievance, section of the contract allegedly violated, and remedy sought. The Mayor or designee shall meet with the employee, Union representative, and Department Director within fifteen (15) calendar days of receipt of the written grievance. The Mayor or Designee shall send a written answer stating his/her position to the employee and the Union within fifteen (15) calendar days of such meeting.

**Step 3.** If the grievance is not settled in Step 2, either the Employer or the Union may submit the issue in writing to arbitration within twenty-one (21) calendar days. The Employer and the Union shall attempt to select the arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service or Public Employment Relation Commission. Arbitrators shall reside in, or have an office in the States of Washington or Oregon. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. When a party raises grievance procedural challenges, such as timeliness, the parties agree to divide the arbitration process so a hearing and decision is rendered by the arbitrator about the procedural issue(s) before proceeding with a separate arbitration hearing for the remaining issues. The arbitrator shall confine himself/herself to the issues submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter

in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. For employee discipline cases, the Arbitrator is limited to awarding a back pay remedy not to exceed three (3) years of pay and any additional make whole remedy awards. The expenses and fees incumbent to the selection and services of the arbitrator shall be borne equally by the Employer and the Union. The party requesting a court reporter shall bear such costs and provide a copy of the transcript to the arbitrator. If both parties request a court reporter, such costs shall be borne equally by the Employer and the Union, and a copy shall be provided to the arbitrator. Each party is solely responsible for its own attorney's fees and costs.

- 3.2** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearing and final decisions of Boards and Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

#### **ARTICLE IV – VACATIONS**

Vacation leave with pay shall accrue for all employees in accordance with the following schedule:

| <b>Years of Service</b> | <b>Vacation Days (Hours)</b> |
|-------------------------|------------------------------|
| < 1                     | 12 (96)                      |
| 1-2                     | 13 (104)                     |
| 2-3                     | 14 (112)                     |
| 3-4                     | 15 (120)                     |
| 4-5                     | 16 (128)                     |
| 5-6                     | 17 (136)                     |
| 6-7                     | 18 (144)                     |
| 7-8                     | 19 (152)                     |
| 8-9                     | 20 (160)                     |
| 9-10                    | 21 (168)                     |
| 10-11                   | 22 (176)                     |
| 11-13                   | 23 (184)                     |
| 13-16                   | 24 (192)                     |
| 16-19                   | 25 (200)                     |
| 19-22                   | 26 (208)                     |
| 22-25                   | 27 (216)                     |
| 25+                     | 28 (224)                     |

For the purposes of calculating vacation accrual a workday is defined as eight (8) hours.

Whenever practicable, vacations will be given at the time most desired by the employees who will be permitted to indicate their choices by order of seniority. The City, however, reserves the right to schedule vacations so as to not interfere with normal operations and business requirements.

Total vacation accrual must be at or below 368 hours by the end of the calendar year. Unused vacation time will be forfeited to the City. An employee may request a three month extension to use the vacation time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

## **ARTICLE V – EMPLOYMENT OPPORTUNITY**

**5.1** The Employer and the Union agree not to discriminate against any employee by reasons of race, color, creed, sex, sexual orientation, national origin, age or presence of mental, sensory or physical handicap subject to occupational requirements and the ability to perform the job.

**5.2** Whenever words denoting gender are used in this Agreement they are intended to apply equally to any gender.

**5.3** **Job Postings:** All job postings (entry level and promotional) shall include a qualifying statement in regards to the minimum qualifications, “possession of or the ability to obtain within the trial period”. The trial period may be extended by mutual agreement between the City and the Union. Commercial Driver’s License qualifications/training is also addressed in Section 5.4.

**1. New Hire Opportunities:** Entry level positions shall be open to outside recruitment. Employees are typically hired at the level 1 classification. New hire employees shall complete a twelve (12) month trial period. The employee's supervisor shall complete a performance evaluation at the end of month six listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain employed, and the Union agrees not to object, or grieve pursuant to Article III.

After completion of four (4) years of employment in the level one (1) classification and successful completion of the required level two (2) classification certifications are obtained, the employee shall be promoted to the level two (2) classification.

If the City creates a new job position, in which it would not be appropriate to hire a level 1 classification externally, the position will first be opened internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the position an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

**2. Internal Lateral Opportunities:** If a level 2 vacancy occurs, prior to opening the position (as a level 1) externally, it shall be open internally for ten calendar days. The purpose of this section is to allow for employees to switch departments e.g. Parks to Shops. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 2 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

Nothing in this section shall allow a level 1 employee to progress sooner than four years into a level 2 classification.

**3. Promotional Opportunities:** If a level 3 vacancy occurs, it shall be open internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 3 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

**5.4** The City agrees that the City's budget shall contain funding for vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State licenses and certificates of competency required by the City in the applicable job descriptions. This shall include licenses and certificates required for one (1)

classification above the employee's current classification. Tuition reimbursement shall be in accordance with current City policy.

**1. Commercial Driver's Licenses (CDLs):** The City will reimburse the employee for their State Commercial Driver's License endorsement. The City shall not pay for standard drivers licenses, or non-applicable endorsements i.e. motorcycle. The City will provide training for non-probationary employees needing their classroom and driving training to obtain their CDL within two years of employment. The costs associated with the written test will be reimbursed to the employee. The training will be coordinated with a third party trainer and may be in conjunction with another City. Any employee hired on or after January 1, 2019 who separates within three (3) years of receiving CDL training, costs incurred related to the classroom and practical training shall be reimbursed to the City. Such reimbursement may occur through payroll as a reduction of salary or accrued leave payouts.

**a. Sleep Studies:** If an employee is required to perform a sleep study pertaining to their CDL, the employee will receive the next work day off. The day off will be compensated at regular time.

**b. CDL Loss:** If an employee should be disqualified temporarily or permanently from renewing their Department of Transportation Medical Card for health reasons, the City and the Union will mutually discuss alternative solutions. Employees who become disqualified after January 1, 2019, shall have their base salary reduced by 5% for the period of temporary or permanent disqualification. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

If an employee has a temporary or permanent disqualification of a CDL due to a driving under the influence violation, and if the employee can still perform his/her essential job duties, then the employee's base wages will be reduced by 5%. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

**2. Training:** The City desires to provide all required training in a timely manner in order to prevent certifications from lapsing. Employees who are aware they

have certifications lapsing should notify the superintendent who will attempt to have the employee receive training prior to the certification lapsing. If the training is not available, or staffing doesn't allow, the employee will be sent to the next available local training.

**5.5 Temporary Employees:** Temporary employees are those hired for a limited duration of time to address a regular employee absence due to L&I injuries and/or extended illness. Appointments to temporary positions shall not exceed six (6) consecutive months in a twelve (12) month period unless agreed to by the City and the Union. The scope of work for temporary employees hired by the City of Sumner Public Works will be for the same classification of the employee being substituted.

1. Temporary employees hired are subject to the following conditions:
  - a. Temporary employees shall be paid not more than eighty percent (80%) of the entry level (lowest wage) rate of the applicable represented position.
  - b. Temporary employees may pay to the Union a monthly representative fee equal to monthly union dues for all months worked in excess of five (5) months.
  - c. Temporary employees shall not be eligible to work scheduled overtime unless regular employees are unavailable and/or unwilling.
  - d. No seniority rights shall be granted to employees in a temporary position.
  - e. Temporary employees are "at-will" employees and are generally not eligible for any benefits enumerated in this agreement or otherwise provided to "regular" full-time and part-time employees. As defined in the Affordable Care Act, beginning January 1, 2015, temporary employees who are hired with the intent of working more than 30 hours per week for more than 90 days are eligible for health care benefits. Healthcare coverage would be effective the beginning of month three (3). For example if an employee begins work January 16<sup>th</sup>, they would begin receiving medical benefits March 1<sup>st</sup> provided that their expected length of service would be more than 90 days. If the requirement to provide health care coverage under the Affordable Care Act changes or is delayed, the parties agree to meet to discuss the changes.

**5.6 Seasonal Employees:** Seasonal employees are employed to assist with seasonal workload needs. Seasonal employees are “at-will” employees and are generally not eligible for any benefits enumerated in this Agreement or otherwise provided to regular full-time and part-time employees unless required by law.

1. Seasonal employees hired are subject to the following conditions:
  - a. The City may only hire seasonal employees in divisions in which all of the funded positions (as listed in Appendix C) are filled, unless agreed to by the Union.
  - b. The City has the right to make appointments for seasonal positions for employment that does not exceed ninety (90) days; upon agreement between the City and the Union the seasonal employment may be extended up to a total not to exceed one hundred and fifty (150) days.
  - c. Seasonal employees shall be paid in accordance with City Policy and Sumner Municipal Code.
  - d. The scope of work for seasonal employees hired by the City of Sumner Public Works, including the use of equipment, will be limited to vegetation management (mowing, cutting, weeding, trimming, chipping, watering, planting, pond clearing etc.), as determined by the City, in consultation with the Union.
  - e. Seasonal employees shall not be eligible to work scheduled overtime unless regular full-time employees are unavailable and/or unwilling. It is the intent of the City not to assign overtime to Seasonal employees, however on occasion it may be necessary and therefore permissible for seasonal employees to work up to thirty (30) minutes of overtime per occurrence to address unforeseen circumstances.

**5.7 Volunteer Workers:** The Union will be notified of any proposed use of a community service or volunteer work force. The intent of the notification is not to prohibit the use, rather appropriately document the use.

**5.8 Special Project Work:** The City may utilize non-City labor for the purposes of accomplishing limited work associated with special projects e.g. tree plantings as part of a limited restoration project. If the Union desires, member(s) of the bargaining unit will be included in any special project e.g. overseeing or included in the work. The City shall determine the number of bargaining unit members that are assigned to any special project work. The Union will be notified of any proposed use of special project workers. The intent of the notification is not to prohibit the use, rather appropriately document the use.

- 5.9 Sidewalk repairs:** The City may contract out sidewalk replacement/repair provided that it is part of a sidewalk program in which the City splits the cost with a property owner. The intent of the sidewalk program is to not deprive the union employees work, rather partner in a positive way with the community.

The City may not contract out routine maintenance (grinding and patching) or emergency repairs including panel replacement of less than twenty (20) linear feet. Regardless of linear footage, if the union employees remove concrete they will pour it back. If the City employees set the forms they will pour the concrete. Emergency repairs exceeding twenty (20) linear feet may be contracted out by the City. This section does not pertain to capital projects where new sidewalks are being constructed, or grant funded repair/upgrade projects.

- 5.10 Crack Seal Work:** The City has the right to contract out all work associated with street crack sealing that is not part of the annual chip seal program. The annual chip seal program consists of specific sections of roadway that within the same calendar year, are prepared, repaired, crack sealed, chip sealed, fog coated, and restriped.

If a reduction in force (layoff) is needed for any positions assigned to the Public Works Shops Department, the City shall cease contracting out new crack seal work until all budgeted positions are filled. However, the City has the right and sole discretion to determine staffing levels, including but not limited to adjusting staffing levels based on revenues. The parties acknowledge that circumstances may arise that still require layoffs. If layoffs are necessary, the City will try to limit them and bargain the impacts with the Union.

## **ARTICLE VI – PENSION**

The City participates in the statewide system for pension, relief, disability and retirement for City employees. All eligible full-time employees and officers of said City shall be included in said system. Employees shall be allowed to supplement the current statewide pension system by participating in the Teamsters Pension system solely at their own expense.

Effective October 1, 2016, based on previous months hours, each member of the Union shall suffer a wage diversion in the amount of \$108.34 per pay period up to a maximum of \$2,600.00 annually.

After the diversion in each employee's wages, the City shall contribute the above specified amount on all Collective Bargaining Unit Employees performing work or on paid leave (sick, vacation, etc.).

The City shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

The shadow rate shall be the salary rate for each job classification prior to the diversion of monies to the Union.

The Union shall have the ability to add to the diversion one time annually.

## **ARTICLE VII – SICK LEAVE**

- 7.1** Sick leave at the rate of twelve (12) days per year shall be granted to all regular employees. For the purpose of calculating sick leave accrual a workday is defined as eight (8) hours. Unused sick leave shall accumulate in a bank. The bank shall be available for future illnesses, and for any reason listed in RCW 49.46.210 injuries or as outlined in Article VIII (Bereavement Leave) and Article X (Holidays). A verification may be required and turned into the employee's supervisor after more than a three-day absence.
- 7.2** **Workers Compensation Time-loss Payments:** Employees may use sick or other accrued leave to cover the absence. If the employee is eligible and receives time-loss payments from the State, the payments shall be remitted to the City. The City will then credit the employee's leave bank(s) for an equivalent number of hours equal to the time-loss payment. At no time may an employee receive double compensation from both the State and City (when the City is the employer of injury). In rare circumstances in which the City is not the employer of injury, the employee may at his/her option retain both the accrued leave and time-loss payment in lieu of crediting the employee's leave bank(s).
- 7.3** Employees shall be reimbursed for unused accrued sick leave up to 720 hours at their regular base rate of pay when they are permanently separated from employment in accordance with the following schedule:

Employees hired prior to January 1, 2019:

|                       |      |
|-----------------------|------|
| Termination for cause | 0%   |
| Resignation           | 25%  |
| Layoff                | 50%  |
| Death                 | 100% |
| Retirement            | 100% |
| Disability Retirement | 100% |

Employees hired on or after January 1, 2019:

|                       |      |
|-----------------------|------|
| Termination for cause | 0%   |
| Resignation           | 25%  |
| Layoff                | 25%  |
| Death                 | 100% |

|                       |                                                                 |
|-----------------------|-----------------------------------------------------------------|
| Retirement            | 100% for first 360 hours, 25% for up to an additional 360 hours |
| Disability Retirement | 100%                                                            |

## **ARTICLE VIII – BEREAVEMENT LEAVE**

Any regular employee covered by this Agreement who suffers a death in their immediate family, upon submitting verification of attending the funeral, shall be compensated for and given three (3) workdays off with twenty-four (24) hours straight-time pay, and if the funeral is out of state, five (5) workdays off with forty (40) hours straight-time pay. Immediate family shall be defined as a spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both-sides, step parents, aunt, and uncle. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family. All bereavement leave shall be taken within thirty (30) calendar days from the date of death, unless approved by the Department Director in writing.

## **ARTICLE IX – PROTECTED LEAVE**

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

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Pregnancy Disability Leave (RCW 49.60);
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);

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

**9.1.1 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, which begins January 1 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by

law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

- 9.2 Protected Leave Use:** Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

## **ARTICLE X – HOLIDAYS**

- 10.1** The following holidays are adopted as legal holidays for the City:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Veteran's Day          |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Day before Christmas   |
| Floating Holiday       | Christmas Day          |

In the event that Washington State adopts a twelfth (12th) paid holiday, members of the bargaining unit will receive it as a thirteenth (13th) paid holiday.

Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours.

Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday, with the exception of Christmas Eve which would be observed on the preceding Friday.

## **ARTICLE XI – DISCHARGE**

- 11.1** The Employer may discharge or suspend any employee for just cause. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.
- 11.2** Written reprimands and suspensions less than forty (40) hours may remain in the employee's personnel file for a period of not more than thirty-six months provided that if an employee's personnel record indicates a pattern of similar types of behavior, all

such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 at the time it is given to the employee. Records retained in an employee's personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

1. Suspensions of forty (40) hours or more or demotions may be retained permanently in the employee's personnel file. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 at the time it is given to the employee.

- 11.3** The employee or the Union shall have the right to process any disciplinary action as a grievance through the grievance procedures except for verbal and written reprimands and except for employees serving an initial probationary period who are disciplined.

## **ARTICLE XII – BULLETIN BOARDS**

The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit.

## **ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK**

- 14.1** Base annual rates of pay shall be paid to bargaining unit members as set forth in Appendix "A".
- 14.2** Hours of Work. Hours of work shall consist of eight (8) consecutive hours if the employee is on a five (5) day work week or ten (10) consecutive hours if the employee is on a four (4) day work week. When an alternate work schedule such as four-tens is offered by the City, the employees will have a choice of whether or not to change to that schedule as a work group. The authority for approval and scheduling of employees on an alternate work schedule shall rest solely with the City. The work day shall begin on the commencement of the employee's regular scheduled shift. In either event, no employee shall be required to work more than a forty (40) hour week, or eight (8) or ten (10) hours per day, unless compensated subject to this agreement. Sick leave, vacation, and other such benefits shall be accrued and expended based on a forty (40) hour work week.

Employees assigned to the Public Works shops shall work Monday through Friday, 7:00 a.m. – 3:30 p.m. Work hours for employees assigned to all other locations (Cemetery, Parks, Facilities, and Meter Reading) shall be determined by those respective managers in consultation with those bargaining unit employees.

1. **Extra Regular Work:** When the shops department needs additional employees to assist with work it shall be offered first to the parks employees by departmental seniority and then to fleet employees by departmental seniority. If no employee(s) volunteer to work, then the work will be offered to the cemetery

employees by departmental seniority. If no employees volunteer to work, the superintendent shall assign the work by inverse seniority of the combined parks and cemetery staff.

If parks or cemetery departments need additional employees to assist with work, it shall be offered first to the other department (parks or cemetery). If no employee(s) volunteer to work, then the work will be offered to the shops employees by departmental seniority, and then to fleet department employee(s) by departmental seniority. If no employee(s) volunteer to work, the superintendent shall assign the work by inverse seniority from the combined shops and cemetery or parks staff.

**14.3** Overtime. Overtime shall mean that an employee works in excess of forty (40) hours per week, or more than eight (8) hours per day if scheduled to a five (5) day work week, or more than ten (10) hours per day if scheduled to a four (4) day work week; provided, attendance at conferences, seminars, conventions or training sessions shall not be paid at overtime rate but shall be paid at the regular rate, unless FLSA overtime rules apply. Travel to conferences, seminars, conventions, or training sessions on weekends will also be paid at the regular rate unless FLSA overtime rules apply.

**1.** All overtime must be authorized in advance by the department director, except in cases of emergency.

**2.** Employees required to work overtime shall be compensated at one and one-half times the regular rate for each hour of overtime worked. All work performed on Saturday will be paid at time and one-half. Overtime shall be assigned by department (i.e.: cemetery, fleet, parks and shops) and then by seniority in the department. When a department cannot cover the overtime or needs additional employees to work overtime, then overtime shall be offered by overall seniority in the bargaining unit based on the DRS (Department of Retirement Systems) date. On Sundays and recognized holidays, employees who are required to work shall be paid double their regular hourly rate for up to an eight (8) hour day and double time and one-half for any hours worked beyond the normal work day. When an employee works overtime in which the start time is on a regular day and extends into a Sunday or recognized holiday the overtime rate of pay changes at midnight. For example if an employee gets called in at 11:00PM on a Saturday they would receive one (1) hour of overtime and two (2) hours of double time.

**3.** Employees may accrue compensatory time off at the rate of one and one-half per hour for authorized overtime work in lieu of overtime pay; provided, such compensatory time may not be accrued in excess of the maximum allowable (240 hours) under the Fair Labor Standards Act. Use of compensatory time shall be by mutual agreement between the employee and the department director, upon the request and subject to approval based on staffing needs of

the department. Employees may accrue compensatory time off at the rate of double time per hour for authorized overtime work in lieu of overtime pay for work performed on Sundays and holidays. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

**4. Callback:** A callback is an unscheduled recall to duty of an employee before or after the employee has completed their regularly scheduled shift or when the employee is on days off or paid leave. The minimum payment shall be for three (3) hours of pay/compensatory time, at the overtime rate, and any such time assignment exceeding three (3) hours shall be paid at the normal overtime rate except on Sundays and recognized holidays which will be paid a minimum of four (4) hours of pay/compensatory time at the overtime rate. The employee is expected to complete such assignment to which the employee responds and may then return to his/her residence if no other emergency exists.

**5. Shift Extension:** A shift extension is time worked by an employee contiguous to the end of a regularly scheduled shift. Shift extensions shall be compensated at the applicable overtime/compensatory time rate for the actual hours worked in addition to the regular shift.

**6. Scheduled Overtime:** Scheduled overtime contiguous to a regular shift is not subject to minimum overtime accruals (3 or 4 hours). All other scheduled overtime (e.g. special events) is subject to minimum overtime amounts.

- a. Shops:** When scheduled overtime arises (for shops employees) the Operations Superintendent will post the overtime on a designated board. At the Wednesday morning meeting immediately preceding the scheduled overtime the Superintendent will fill the overtime positions utilizing the Public Works Shops department seniority list. If employees within the department do not or cannot cover the overtime, then the overtime will be offered to employees using the overall seniority list. If an employee is absent from work, it is the responsibility of the employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and request to work any overtime for that rotation.

When last minute scheduled overtime arises the operations Superintendent will notify each employee and give them the opportunity

to work using the Public Works Shops Department seniority list and then use the Teamsters' overall seniority list. For the purposes of this section last minute overtime is pre-scheduled overtime that will occur prior to the next Wednesday meeting. If an employee is at a work related event the Operations Superintendent must make an attempt to contact the employee and offer the overtime to them using the seniority list that applies. There is no obligation to contact employees who are on accrued leave (e.g. vacation, sick, comp time, bereavement) or have left work for the day.

- b. Parks/Cemetery/Fleet:** Scheduled overtime in the Parks, Cemetery or Fleet division will be offered to the respective department's seniority list(s) and then by the Teamsters' overall seniority list. It is the field supervisor's responsibility to contact each employee on the list and offer the overtime.

The minimum scheduled overtime for funeral services scheduled on a Saturday or Sunday shall be four (4) hours.

**14.4** Holiday pay in addition to work pay shall be paid when required to work on a holiday.

- 14.5** If an employee is assigned to perform work and responsibilities of the classification of Operations Superintendent for a period of one (1) or more full-days, they shall be paid at the Superintendent hourly rate for the entire assignment.

- 1. Working-Out-of-Class Pay (WOOC):** An employee shall be designated as a field supervisor (level 3) in the absence of a supervisor for three (3) consecutive full days (excluding paid holidays). For example if a field supervisor (level 3) is not at work for three (3) or more consecutive days a level two (2) employee shall be assigned to work out of class. The WOOC employee should be the most senior employee based on work location assignment (i.e. Cemetery, Fleet, Parks or Shops). If it is not possible to back fill with a level 2 from the same location, the next qualified level 2 shall be assigned as WOOC. It is the intent of this language that only one employee be assigned as WOOC for the duration of the higher classification employee absence. When serving as a WOOC supervisor, an employee shall receive supervisor wages.

- 14.6** Anytime an employee works four (4) hours overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) hours, the employee will receive a \$15.00 (fifteen dollar) meal allowance for each six (6) hour period, if not provided a meal by the Employer. The \$15.00 is payable in the corresponding pay check and is a gross amount. This increase is effective upon ratification and will not be included in any retroactive pay calculations.

Examples: The Employee works 7 hours of overtime immediately following a regularly scheduled shift. The employee would receive one meal allowance.

The Employee is called out on a day off and works 13 hours of overtime. The employee would receive two meal allowances.

- 14.7** Effective January 1, 2019 employees required to be on-call (standby) shall receive an on-call premium of three dollars (\$3.00) per hour for all hours assigned, provided, that the Employer shall establish a volunteer list of those employees, in the classes of Field Supervisor, Operator II, and Operator I (after twelve months of employment and supervisor's approval) who are assigned to be on-call. Call-out pay shall be for a minimum of three (3) hours on Saturdays and weekdays with a minimum of four (4) hours on Sundays and recognized holidays. (Clarification: when a holiday falls on Saturday/Sunday and is recognized on a Friday/Monday, the recognized day will be considered the holiday and paid as such. If there is a call-out on Saturday/Sunday the pay will be as a weekend day.)

Effective January 1, 2020 the on-call premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the on-call premium shall increase to three dollars and ten cents (\$3.20) per hour.

When an employee is required to respond to an emergency that can be resolved without returning to his/her place of work, they shall receive one (1) hour pay at the overtime rate. This remote response pay shall not be combined with any call-back pay. If the emergency is handled over the phone on Sundays or holidays, the City will pay double time.

- 1. On-Call Process:** The on call employee will not sign up for scheduled overtime unless he/she is the last person available after the operations superintendent has asked all Public Works Shops employees that are at work or attending a work related event using the Public Works Shops Department seniority list.

Employees will be allowed to be on call while on vacation, only if they are available to fulfill the normal on call obligations. Employees will not be allowed to be on call while they are on FMLA, L&I or modified duty. If an employee is absent from work, it is the responsibility of that employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and make it known they would like to volunteer to be on call.

The on call shift shall be from Wednesday to Wednesday (one (1) week). If an emergency arises and the on call employee is not able to complete this obligation, the pager will then be offered to employees starting at the top of the

Public Works Maintenance Shops seniority list. That substitute employee will be on call for the remainder of the Wednesday to Wednesday shift. At the end of the substitute shift, the on call opportunity then reverts back to the seniority position following the employee that had been replaced.

In the situation where the on call opportunity has been offered to each employee on the Public Works Shops Maintenance seniority list and a single employee cannot cover the entire Wednesday to Wednesday on call shift, the on call shift may be split among multiple employees with the approval of the Operations Superintendent.

**2. On-Call Truck:** An on call pick-up truck will be available to employees who choose to take one home, and live within a twelve (12) linear mile radius of the Sumner City service area. The purpose of the truck is to expedite response time and prevent the responding employee from using their personal vehicle and tools when responding.

**14.8 Inclement Weather Time:** Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall shuts down or reduces working hours due to inclement weather. Inclement weather time is additional accrued leave, for those hours actually worked (matching time) during normal City Hall business hours (Monday – Friday, 8am – 5pm) in which general City Hall employees were not required to be at work. There shall be no pyramiding of inclement weather time with overtime. Inclement weather time must be used by the end of the calendar year. Unused inclement weather time will be paid out at the applicable wage. An employee may request a three month extension to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

Example: The employee is scheduled to work 8am-4:30pm. City Hall closes early at 3:30pm. The employee required to remain at work will begin accruing inclement weather time, in addition to their normal wages. Inclement weather time is only earned until the employee's shift is over at 4:30pm. At 4:30pm the employee begins accruing the applicable overtime rate of pay.

**14.9** Effective January 1, 2019, any Employee whose shift starts after 6:00 p.m. and before 4:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour over and above the scale of wages for the classification in which they are employed.

Effective January 1, 2020 the shift premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the shift premium shall increase to three dollars and twenty cents (\$3.20) per hour.

## **ARTICLE XV – JURY DUTY**

The City provides employees time off with pay for jury duty service. Jury fees (not including mileage or other expense payments) paid to the employee by the courts during periods of jury duty must be endorsed or paid over to the City. Employees must provide their supervisor with a copy of the jury duty summons as soon as possible after receiving it.

## **ARTICLE XVI – HEALTH AND WELFARE**

**16.1** The Employer shall pay into the Washington Teamsters Welfare Trust, for every employee covered by this Agreement, the following:

|                 |                    |
|-----------------|--------------------|
| Medical Plan A  | 100% Employer paid |
| Dental Plan A   | 100% Employer paid |
| Vision Plan EXT | 100% Employer paid |
| Add ons         | 100% Employer paid |

Beginning in 2019, the employee will contribute 3% of the Medical Plan A premium towards the composite premium, not to exceed \$45 per month.

In 2020, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2019 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2019.

In 2021, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2020 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2020.

### *Examples:*

*The 2019 employee cost share is \$42.45. In 2020, the monthly Medical Plan A premium is \$1,464. 3% of the Medical Plan A premium is \$43.92 (\$1,464 \* 3%). \$43.92 is less than a five dollar a month increase over the 2019 employee cost share (\$42.45), therefore the monthly employee cost share shall be \$43.92.*

*The 2020 employee cost share is \$43.92. In 2021, the monthly Medical Plan A premium is \$1,744. 3% of the Medical Plan A premium is \$52.32 (\$1,744 \* 3%). \$52.32 is more than a five dollar a month increase over the 2020 employee cost share (\$43.92), therefore the monthly employee cost share increase is capped at \$5.00 making the employee cost share \$48.92.*

Employee premium cost share deductions shall be in two equal monthly payments.

The City shall reimburse fifty percent (50%) up to a maximum, of five-hundred dollars (\$500) for each person covered under the Teamsters Trust Plan, for hospitalization charges, if admitted as an inpatient that will require overnight stay.

The employer agrees to facilitate flu vaccination clinics for Teamsters Trust insured employees in conjunction with AWC insured employees.

**Successor Agreement:** Both parties agree that they do not desire to directly or indirectly pay the Affordable Care Act Excise tax. Therefore if no successor agreement is in place, and based on published premium costs it is anticipated that the plan is subject to the excise tax, both parties agree to meet and develop a plan that avoids paying the excise tax.

**16.2** Payment is due by the tenth day of each month and should the Employer fail to make payment into the Trust in accordance with the terms of this Agreement, the Union may take economic action after ninety (90) days delinquency.

**16.3** The Employer and Union agree to be bound by the terms and provisions of the Trust Agreement and accept as their representatives for the purpose of this Trust Fund all Trustees serving on the Board of Trustees and their duly appointed successors.

**16.4** **Life Insurance:** The Employer will provide a fifty-thousand dollar (\$50,000) group life insurance policy for each full-time employee, or the equivalent offered to the IUOE if greater than \$50,000. The Employer shall pay the accrual premium cost of such insurance.

**16.5** **Long Term Disability Insurance:** The employer will provide Long term Disability Insurance coverage equivalent to what is offered to other City of Sumner Employees. The City has the right to purchase coverage through the carrier of their choosing.

## **ARTICLE XVII – SAVINGS CLAUSE**

If any Article of this Agreement or any Addendum thereto 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 Addendums thereto 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 XVIII – WORK STOPPAGE**

The Employer 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, sympathy 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 has occurred.

#### **ARTICLE XIX – MANAGEMENT RESPONSIBILITIES**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities. This includes the right to hire, promote, demote, set and evaluate qualifications, layoff, discipline or discharge with just cause, evaluate employee performance, and to establish, modify, or change work schedules and assignments, consistent with the terms of this Agreement.

#### **ARTICLE XX – DURATION**

This Agreement shall be effective January 1, 2019 and shall continue in full force and effect to and including December 31, 2021. Should either party desire to modify or terminate this Agreement prior to December 31, 2021, it shall serve written notice upon the other at least 60 (sixty) days prior to that date.

#### **ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS**

The City agrees to pay each regular full-time employee who has successfully completed their trial period three hundred fifty dollars (\$350) annually towards the purchase of safety work boots and/or clothing for City work. This amount is based on gross and will be included in the employee's regular payroll check the second regular pay day in January of each year. New employees starting after the second regular pay day in January are not eligible for the boot allowance until the following calendar year.

The City will provide one warm winter jacket (safety or Carhart style). The style of jacket will be determined by consensus of each work group (Shops, Cemetery, Fleet or Parks). The City will provide rubber rain boots of good quality (same or similar to XtraTuf Insulated 16" Steel Toe Boot). The jacket and the boots are the property of the City and it may be requested to be returned upon separation. The City agrees to replace these items as needed based on wear and tear.

The City agrees to provide annually, by June 1<sup>st</sup>, a combination of clothing not to exceed the cost of five (5) t-shirts and three (3) sweatshirts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of January 2019.

CITY OF SUMNER

GENERAL TEAMSTERS, LOCAL 313,  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By: \_\_\_\_\_  
William L. Pugh, Mayor

By: \_\_\_\_\_  
Robert A. McDonald,  
Secretary/Treasurer

By: \_\_\_\_\_  
John Galle, City Administrator

Attest:

By: \_\_\_\_\_  
Michelle Converse, HR/City Clerk

Approved to as form:

\_\_\_\_\_  
Andrea Marquez, City Attorney

## **APPENDIX A – WAGES**

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and General Teamsters, Local No. 313, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union."

### **Section 1: Pay Bands**

#### **2019 WAGE SCHEDULE**

| Position                    | Band | Step 1  |        | Step 2 | Step 3  |        | Step 4 | Step 5  |        |
|-----------------------------|------|---------|--------|--------|---------|--------|--------|---------|--------|
|                             |      | Monthly | Hourly |        | Monthly | Hourly |        | Monthly | Hourly |
| Cemetery Groundskeeper I    | TM1  | 4,619   | 26.65  |        | 4,787   | 27.62  |        | 4,930   | 28.44  |
| Cemetery Groundskeeper II   | TM2  | 5,463   | 31.52  |        |         |        |        | 5,996   | 34.59  |
| Cemetery Field Supervisor   | TM5  | 6,574   | 37.92  |        |         |        |        | 7,151   | 41.26  |
| Facilities Technician II    | TM3  | 5,549   | 32.01  |        |         |        |        | 6,167   | 35.58  |
| Finance Meter Technician II | TM2  | 5,463   | 31.52  |        |         |        |        | 5,996   | 34.59  |
| Fleet Mgmt - Mechanic I     | TM1  | 4,619   | 26.65  |        | 4,787   | 27.62  |        | 4,930   | 28.44  |
| Fleet Mgmt - Mechanic II    | TM3  | 5,549   | 32.01  |        |         |        |        | 6,167   | 35.58  |
| Fleet Field Supervisor      | TM5  | 6,574   | 37.92  |        |         |        |        | 7,151   | 41.26  |
| Parks Groundskeeper I       | TM1  | 4,619   | 26.65  |        | 4,787   | 27.62  |        | 4,930   | 28.44  |
| Parks Groundskeeper II      | TM2  | 5,463   | 31.52  |        |         |        |        | 5,996   | 34.59  |
| Parks Field Supervisor      | TM5  | 6,574   | 37.92  |        |         |        |        | 7,151   | 41.26  |
| PW Shops Operator I         | TM1  | 4,619   | 26.65  |        | 4,787   | 27.62  |        | 4,930   | 28.44  |
| PW Shops Operator II        | TM2  | 5,463   | 31.52  |        |         |        |        | 5,996   | 34.59  |
| PW Shops Sr. Operator       | TM4  |         |        |        |         |        |        | 6,167   | 35.58  |
| PW Shops Field Supervisor   | TM5  | 6,574   | 37.92  |        |         |        |        | 7,151   | 41.26  |

The Public Works Shops Senior Operator position is only available to Shops Operator 2 employees that have ten (10) years experience assigned to the Shops with the City, and that have all of the certifications required to hold the Shops Field Supervisor position.

#### **Step Progression:**

Level one positions hired before January 1, 2019 shall receive a step increase every six months. Step 1 = Months 1-6, Step 3 = Months 7-12, and Step 5 = 13+ months. Step increases shall be effective on the 1st of the month.

Employees hired, or promoted, after January 1, 2019 shall begin in the lowest step in the applicable band, and progress to the next highest available step upon successful completion of their trial period. In the case of an internal lateral move, the employee shall not suffer a reduction in pay; rather remain at their current rate of pay during the trial period. Step increases shall be effective on the 1<sup>st</sup> of the month.

#### **Cost of Living Adjustments:**

- a. Effective January 1, 2020, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage (with a minimum of 1.5% and a maximum of 4%) increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2018 to June 2019, specified by the Bureau of Labor Statistics, United States Department of Labor.

- b. Effective January 1, 2021, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase (with a minimum of 1.5% and a maximum of 4%) set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2019 to June 2020, specified by the Bureau of Labor Statistics, United States Department of Labor.

## **Section 2:      Wage Adjustment**

In addition to the percentage market increase in 2016, and in recognition of the IUOE collective bargaining agreement offering education and certification incentives the City agrees to adjust the 2016 salaries by \$50 per month for ones and \$150 for twos and Field Supervisors. The flat amount will be added after cost of living and market adjustments for 2016 only. Future wages increases will be based on the final 2016 wage amount.

## **Section 3:      Deferred Compensation**

The City will contribute each month to deferred compensation accounts one-hundred and eighty-five dollars (\$185.00) with no contribution match from the Employee required.

## **Section 4:      Medical Health Savings Account (Section 125 Plan)**

The City shall continue to provide a Section 125 Flexible Spending Account to employees. Employees may contribute their own funds up to the plan maximum to be used for medical, dental, vision or childcare.

## **Section 5:      Time Loss Benefits**

The City shall provide: life, disability waiver at nine (9) additional months and time loss benefits \$200.00 (two hundred dollars) to all members at C level. These additional benefits shall be offered through the Teamsters Trust through the life of this agreement.

## **Section 6:      Ratification Bonus**

Each regular, full-time employee in active employment status on the date of full execution of this Agreement, will receive a one-time gross payment of six-hundred-dollars (\$600), subject to payroll withholdings and taxes. Payment will be made within 30 days of the date of full execution of this Agreement.

## **APPENDIX B – 2015 REORGANIZATION**

In 2014 the Sumner Cemetery had a tenured non-represented administrative assistant position retire. Additionally the general fund subsidy to the Sumner Cemetery has been increasing annually for several years. The City hired a consultant to evaluate the cemetery operations and provide recommendations to the City, including whether or not the City should remain in the cemetery business. The consultant made several recommendations regarding staffing, funding and capital improvements. One recommendation was to hire a professional manager. The City recently conducted a competitive process to select a Cemetery Administrative Manager.

Cemetery Field Supervisor John Wells applied for the position, and was not the successful candidate. To provide the new Administrative Manager the best opportunity for success the City reassigned Mr. Wells to the City Shops. Mr. Wells will remain a Field Supervisor, and will not suffer any reduction in base wages. Mr. Wells will retain his overall seniority with the City. As of March 2015, Mr. Well's seniority with the Public Works Shops will reside at the bottom of the seniority list within the Department, pursuant to Article 14.3 Section 2.

If Mr. Wells separates employment or any other Field Supervisor separates employment the position will be filled with another field supervisor.

The base staffing level number of employees in Appendix C was adjusted to reflect the additional field supervisor assigned to Shops.

The City's act of moving John Wells from the Sumner Cemetery to the Sumner Public Works Shops should not set a precedent.

## **APPENDIX C – STAFFING LEVELS**

The City Council has approved the following staffing levels as part of the 2019-2020 biennial budget:

|               | <b>Cemetery</b> |          | <b>Fleet</b> |          | <b>Parks</b> |          | <b>Shops</b> |          | <b>Facilities</b> |          | <b>Finance</b> |          | <b>Totals</b> |          | <b>FTE<br/>Count</b> |
|---------------|-----------------|----------|--------------|----------|--------------|----------|--------------|----------|-------------------|----------|----------------|----------|---------------|----------|----------------------|
|               | Funded          | Unfunded | Funded       | Unfunded | Funded       | Unfunded | Funded       | Unfunded | Funded            | Unfunded | Funded         | Unfunded | Funded        | Unfunded |                      |
| <b>2019</b>   |                 |          |              |          |              |          |              |          |                   |          |                |          |               |          |                      |
| OP1           | 1               | 0        | 0            | 0        | 1            | 0        | 4            | 0        | 0                 | 0        | 0              | 0        | 6             | 0        |                      |
| OP2           | 1               | 0        | 1            | 0        | 3            | 0        | 8            | 0        | 1                 | 0        | 1              | 0        | 15            | 0        |                      |
| Field Sup     | 1               | 0        | 1            | 0        | 1            | 0        | 4            | 0        | 0                 | 0        | 0              | 0        | 7             | 0        |                      |
| <b>Totals</b> | <b>3</b>        | <b>0</b> | <b>2</b>     | <b>0</b> | <b>5</b>     | <b>0</b> | <b>16</b>    | <b>0</b> | <b>1</b>          | <b>0</b> | <b>1</b>       | <b>0</b> | <b>28</b>     | <b>0</b> | <b>28</b>            |
| <b>2020</b>   |                 |          |              |          |              |          |              |          |                   |          |                |          |               |          |                      |
| OP1           | 1               | 0        | 0            | 0        | 0            | 0        | 4            | 0        | 0                 | 0        | 0              | 0        | 5             | 0        |                      |
| OP2           | 1               | 0        | 1            | 0        | 4            | 0        | 8            | 0        | 1                 | 0        | 1              | 0        | 16            | 0        |                      |
| Field Sup     | 1               | 0        | 1            | 0        | 1            | 0        | 4            | 0        | 0                 | 0        | 0              | 0        | 7             | 0        |                      |
| <b>Totals</b> | <b>3</b>        | <b>0</b> | <b>2</b>     | <b>0</b> | <b>5</b>     | <b>0</b> | <b>16</b>    | <b>0</b> | <b>1</b>          | <b>0</b> | <b>1</b>       | <b>0</b> | <b>28</b>     | <b>0</b> | <b>28</b>            |

The City has the right to amend this list as necessary as part of the budget process. Increasing or decreasing staffing is dependent on tax and utility rate revenues.

## **APPENDIX D – Technology**

The City of Sumner utilizes technology for the purpose of asset management and access control. The technology utilizes Global Positioning System (GPS) capabilities built into smartphones and tablets. Additionally, the City utilizes Closed Circuit Television (CCTV) security cameras and controlled access at most City Facilities and water supply locations.

The purpose of the GPS technology is to enhance our response time and documenting completed service requests. The purpose of the security cameras is to provide security monitoring at critical City facilities, and provide video evidence in the event of a security breach.

The logs and records from the GPS transmissions, camera recordings and access control logs provide added security to City property. It is understood that these devices may create a record—no different from a telephone or computer—of possible misuse of City property. These records are not intended to provide direct evidence of employee misconduct or wrongdoing. Should an incident or behavior be discovered for articulable reasons, such data may be used as evidence for employee counseling or discipline.

The use of this technology does not change or otherwise alter current employee expectations related to employee conduct and performance.

In summary:

- GPS technology is for gathering information related to location, maintenance and technical data performed by City employees.
- City employees shall be notified all City-issued smartphones and tablets are enabled with GPS functionalities. Employees participating in the cell phone stipend program must allow for City owned applications, e.g. Asset Essentials or Maintenance Edge, to be installed on that employee's mobile device or tablet to utilize GPS services. If an employee desires to discontinue participation in the cell phone stipend program he/she will be issued a City owned device.
- The City shall not utilize the technology resources (GPS and security footage) to routinely or randomly monitor employee performance at any time.
- A supervisor may review data of a specific incident only when there is an articulable reason justifying such review. Articulable reasons for reviewing recorded data include, but are not limited to:
  1. A civil claim has been filed, or is likely to be filed, against the City based on the actions of an employee.

2. A documented complaint has been made against an employee that if true would result in a violation of City policy, and an investigation of that complaint is in process.
  3. The employee was involved in a collision resulting in the serious injury or death of the employee or another involved person, and/or resulted in property damage requiring one or more vehicles to be towed from the collision location.
  4. Any supervisor can review recorded data when an articulable emergent reason exists, e.g. locating an employee for safety purposes.
- Data generated by these devices are maintained and retained in the regular course as with any other electronic business record of the City and shall be made available to the Union upon request.

## **APPENDIX E — Smoke Testing**

Smoke testing has proven to be a vital ingredient of successful inflow and infiltration (I&I) studies. It is as important now as it ever has been as growing municipalities increase demands on aging, often deteriorating collection systems. In addition, the city must comply with our National Pollutant Discharge Elimination System (NPDES) permit and the Interlocal Agreement with Bonney Lake, both of which require the city to study and reduce I&I.

To adequately assess the scope of the city's infiltration and inflow problem, the City desires to smoke test a large portion of the city as part of a Capital Improvement Project (CIP). Due to the complexity of the project (public outreach, traffic control, documentation, mapping and video) the Union agrees to allow the City to contract out this work for the next three years (2017-2019) in order to help return the city to a maintenance level. The Union will conduct follow-up testing to verify repair work as required. It is further understood that this shall not deprive members of future smoke testing work.

The city shall have the sole discretion as to what areas will be tested. This MOU shall not affect smoke testing as part of an annual maintenance program or testing associated with other city projects/repairs.



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                                              |                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|--------------------------------------------|
| <b>SUBJECT:</b><br>Employee Work Stations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Agenda Item #:</b>               |                                              | <b>2D</b>                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>For Agenda of:</b>               |                                              | <b>January 7, 2020</b>                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Prepared by:</b>                 |                                              | <b>Jeremy Metzler and<br/>Darren Groth</b> |
| <b>ATTACHMENTS (list):</b> <input checked="" type="checkbox"/> Summary of Analysis<br><input checked="" type="checkbox"/> Civic Center Construction Photos<br><input checked="" type="checkbox"/> Current Workspace Photos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                              |                                            |
| <b>Approval of Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                              |                                            |
| Mayor, Daryl Eiding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>            | <b>Expenditure Required:</b>                 | \$0                                        |
| Asst. City Administrator, Dave Gray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>            | <b>Amount Budgeted:</b>                      | \$0                                        |
| Interim City Attorney, Ann Marie J. Soto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | <b>Timeline:</b><br>01/07/2020 SS Discussion |                                            |
| City Clerk/HR Director, Rachel Pitzel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            |                                              |                                            |
| Community & Economic Development Director, Darren Groth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> |                                              |                                            |
| Public Works Director, Jeremy Metzler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> |                                              |                                            |
| Information Technology Director, Matthew Ray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |                                              |                                            |
| Police Chief, Micah Lundborg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |                                              |                                            |
| <b>Fiscal Note/Consideration:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                              |                                            |
| <b>SUMMARY STATEMENT:</b><br><p>This agenda item is intended to allow City Council to discuss and potentially make recommendations to City staff regarding viable short-term and long-term solutions to the employee work station problem. In addition to just the internal space, several other objectives need to be considered when discussing possible solutions. First, easy access to work resources, such as vehicles, tools, supplies, etc., is imperative for successful execution of any employee's day-to-day tasks. Second, readily available communication with each employee's Department Director is also vital to ensure safe, effective work assignments. Finally, adequate parking, infrastructure, and accessibility are all necessary variables when considering both short-term and long-term solutions to the employee work station problem.</p> <p>To begin the analysis, let's first take a look at the main structure used by the City of Edgewood. The upper floor of Edgewood's Civic Center, aka City Hall, was constructed with an open foyer; a Council Chamber/Community Room; a Council meeting room (labeled as the Rainier Conference Room); an AV Room and a kitchen between the Council Chamber and Council meeting room; a second meeting room (labeled as the Maple Conference Room); a secure area to house the Edgewood PD; a front counter area with two (2) workstations; a Council mail room; six (6) private offices—one of which was labeled as a conference room on the original construction plans; one (1) larger office; a copy/production/supply room; a lunch room; and an open office space area that was configured with ten (10) cubicles. The 'as-constructed' configuration would support a maximum of 18-20 staff members—dependent on whether the larger office was a shared, dual office or used individually and if the sixth office was a staff work station or used as the intended conference space. To reach the maximum number of employees, you would have to assume seating followed this arrangement:</p> <ul style="list-style-type: none"> <li>2 employees at the front counter (approximate dimensions are 8' x 8' or 64 square feet);</li> <li>10 employees in the cubicles (uniform dimensions of 8' x 8' or 64 square feet);</li> <li>5-6 employees in the private offices (median size is 9.75' x 12' or approximately 120 square feet);</li> <li>1-2 employees in the larger (18' x 12' or 216 square feet) office.</li> </ul> <p>Per a 2015 story by CBS News (<a href="https://www.cbsnews.com/news/companies-are-packing-workers-in-like-sardines/">https://www.cbsnews.com/news/companies-are-packing-workers-in-like-sardines/</a>): "By 2017, North American offices will average 151 square feet per worker, according to real estate data provider CoreNet Global. That's down from 176 square feet in 2012 and 225 square feet in 2010." If Edgewood used each of</p> |                                     |                                              |                                            |

the possible 20 work stations, then the average Edgewood employee work space would consist of approximately 85 square feet—a size that is less than 40 percent of the average worker’s space in 2010, which coincides roughly with the building’s opening on February 28, 2009 and dedication ceremony on August 24, 2010. The concern over employee work space, however, is not due to the average square feet per worker. Average space per worker is more of a retention or morale issue if or when employees feel they lack space for creativity, privacy, independent working, or other day-to-day matters. The point being made by sharing the average work space figures is the fact that the City of Edgewood is providing services at a rate higher than anticipated when this structure was designed.

The City currently needs to seat 25 employees (23.86 FTEs—consisting of 23 full-time employees and two (2) part-time employees), plus the Mayor and a contract attorney. To adequately seat 27 people in a building designed for a maximum of 20 employees, staff has found various creative solutions. For example, we need to use the largest private office (approximately 13.75’ x 12’ or 165 square feet) to house two (2) full-time employees and one (1) part-time employee; we utilize a standing work station with a stool-like, elevated chair at the front counter; and we found a hodge-podge of various desks and tables to cram five (5) employees into the 216 square foot office (approximately 43 square feet per employee). These extreme measures still leave the City Attorney searching for a work station when she’s in the office and require coordination of conference rooms when private attorney advice is sought. In addition, the current configuration requires conference room scheduling to discuss private matters with the Human Resources (HR) Director or Accounting Manager because neither position is currently in an office.

To provide a complete analysis of the Civic Center, please note that City Hall’s lower floor has been an open floor plan that recently underwent remodel work to add a kitchen and multiple cubicles. This entire space is currently rented by East Pierce Fire and Rescue to house their Fire Prevention Staff.

Assuming all parties agree that the three needs of any viable work space (1. Easy access to work resources; 2. Readily available communication; and 3. Adequate infrastructure) are necessities, then the analysis summary contained in Exhibit 1 should be clear. As this agenda item is merely intended for discussion, specific renovation and infrastructure costs have not yet been obtained. If City Council can help identify the solution, then staff will assemble appropriate cost estimates.

#### **COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:**

**RECOMMENDED ACTION:** Receive a report and hold a discussion regarding City of Edgewood employee work stations.

#### **ALTERNATIVES TO RECOMMENDED ACTION:**

- 1) Forward to another Study Session.
- 2) Provide recommendations to staff regarding viable solutions to the employee work station shortage problem.

## Summary Analysis: Public Works Employee Seating Arrangements

As the City of Edgewood grows and matures, the demand for a variety of Public Works services increases. Pierce County helps the City with some of the service delivery; however, the County contract does not provide comprehensive coverage for all of the city's needs, e.g., their workforce is not as agile or flexible as the response we get from hiring Edgewood employees and the County does not perform parks maintenance. In order to keep the current level of service delivery as we plan for the future, which includes the anticipated opening of the 36<sup>th</sup> & Meridian Park in 2020, staff recognized that an adequately sized public works facility—one that does not negatively impact the aesthetics of the City Hall campus—will be needed. To address that need, the recently adopted 2020-2025 Capital Improvement Plan acknowledges this with project PF-3, anticipating \$440,000 in expenses as soon as 2021 and 2022, \$280,000 of which are currently programmed as a general fund expense. As stated therein, *"The goal is to evaluate candidate sites for a permanent facility by 2021."*

With the need for a public works facility already identified, the Public Works group is best suited for relocation in the event that we exceed capacity at City Hall. By filling the last of the open staff positions, we no longer have capacity at City Hall. Following the denial of the recent request for a temporary public works office building, we offer the following background information to the Council for further consideration.

**Long-term goal:** Identify a location for the permanent public works facility, which must include adequate office space and a right-sized storage yard—that is compatible with surrounding uses and is efficiently located on a parcel that allows staff to perform all of the necessary Public Works activities.

**Short-term goal:** Identify a location for a temporary office with at least five (5) employee work stations that provides: 1) easy access to work resources, e.g., current yard, vehicles, tools, mowers, etc.; 2) readily available direct communication between employees and supervisors, and 3) adequate infrastructure to support an office with both full- and part-time employees. City-owned properties are preferred. To evaluate the adequacy of the infrastructure, staff reviewed whether water is accessible, sewer connections are available or the existing septic system is adequate for modern office use, and if enough code-compliant parking exists at the site. Each of the infrastructure review items would require additional costs above and beyond any structure remodel costs.

### ANALYSIS OF EXISTING CITY-OWNED STRUCTURES FOR SHORT-TERM GOAL

| Site                      | PW Yard Accessible | Nearby Zoning | Water | Sewer / Septic | Parking | Structure Needs                             |
|---------------------------|--------------------|---------------|-------|----------------|---------|---------------------------------------------|
| City Hall Garage          | Yes                | TC            | Yes   | Yes            | Yes     | Convert existing garage bay to office space |
| City Hall Barn            | Yes                | TC            | Yes   | Yes            | Yes     | Seismic evaluation, interior remodel        |
| Nelson Nature Park Garage | No                 | SF-2          | Yes   | No             | No      | Convert existing garage bay to office space |
| Nelson Farm Park House    | No                 | SF-2          | Yes   | No             | No      | Seismic & Accessibility evaluation, remodel |

### FEATURES OF PRIOR PROPOSAL TO USE MOBILE OFFICE STRUCTURE

- Can be ready to use on a shorter timeline
- Does not require potentially expensive seismic or accessibility evaluations
- Can be re-used for initial use at a permanent (long-term) site, in order to gather adequate resources for a permanent structure, i.e., some of the short-term cost would also address various long-term needs.

## Civic Center Photos - August 21, 2008



Front Desk/Counter Facing the Front Door



Separating Top Soil on front portion of the property near Meridian

## Civic Center Construction Photos – September 18, 2008



**Front Entrance**



**Police Sally Port**



**View facing east**



**Copy/production /supply room**

## CITY HALL CONSTRUCTION PHOTOS - INTERIOR



Main open office area looking southwest.



Main open office area looking southeast.

# Civic Center Construction Photos

January 16, 2009

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Front door assemblies being hung for fitment measurements, prior to glazing and applied finishes.



Open office area furniture in place with sun shades.



Typical enclosed office with furniture in place.



Lower courtyard formed for final paving and landscape materials being located in planting beds.

## Current Workspace Photos



Dean and Gene's shared office. Office dimensions are approximately 13.75 feet by 12 feet (165 square feet).



Office door does not fully open.



Main open office area looking southwest.



Copy/production/supply room. Currently used as a standing collaborative work space.



Plans examiner room currently seating five (5) employees – top and bottom photos. Door does not open.





## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                                                                       |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------|------------------------|
| <b>SUBJECT:</b><br>Front Lobby Remodel Bids – Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Agenda Item #:</b>               |                                                                       | <b>2E</b>              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>For Agenda of:</b>               |                                                                       | <b>January 7, 2020</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Prepared by:</b>                 |                                                                       | <b>Jeremy Metzler</b>  |
| <b>ATTACHMENTS (list):</b> <input checked="" type="checkbox"/> Construction Plans<br><input checked="" type="checkbox"/> Call for Bids<br><input checked="" type="checkbox"/> G&O Review of Bids Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                       |                        |
| <b>Approval of Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                                                       |                        |
| Mayor, Daryl Eidinger                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>            | <b>Expenditure Required:</b>                                          | NTE \$130,000          |
| Asst. City Administrator, Dave Gray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | <b>Amount Budgeted:</b>                                               | \$110,000              |
| Interim City Attorney, Ann Marie J. Soto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> | <b>Timeline:</b><br>01/07/2020 SS Discussion<br>01/14/2020 RCM Action |                        |
| City Clerk/HR Director, Rachel Pitzel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>            |                                                                       |                        |
| Community & Economic Development Director, Darren Groth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> |                                                                       |                        |
| Public Works Director, Jeremy Metzler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> |                                                                       |                        |
| Information Technology Director, Matthew Ray                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            |                                                                       |                        |
| Police Chief, Micah Lundborg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            |                                                                       |                        |
| <b>Fiscal Note/Consideration:</b><br>The Engineer's Estimate for this project was \$93,745, and the Council-adopted Capital Improvement Plan identified \$110,000 in REET funds. Bids received range from \$126,055 to \$162,798. There is some additional fire sprinkler work required in the staircase with an expected cost of less than \$3,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                                                       |                        |
| <b>SUMMARY STATEMENT:</b><br>On June 4, 2019, City Council recommended staff move forward with the front lobby reconfiguration, requesting they scrutinize the cost involved and maintain the current community space available. On November 12, 2019, City Council adopted the annual Capital Improvement Plan (CIP) update, which included the allocation of \$110,000 for the front lobby remodel. An anticipated REET 1 revenue balance will fund this project.<br><br>On November 26, 2019, the City advertised a request for bids (Exhibit 2 attached). We received three responses by the December 17, 2019 deadline. The attached letter from Gray & Osborne, Inc. (G&O) (Exhibit 3 attached) is dated December 19, 2019 and details the bid results. The G&O letter includes their recommendation to award the project to the lowest responsive, responsible, bidder, which was Lake Tapps Construction Unlimited. Staff is seeking Council direction on whether or not to proceed with G&O's recommendation. |                                     |                                                                       |                        |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                                                       |                        |
| <b>RECOMMENDED ACTION:</b> Hold a discussion and provide staff guidance regarding the bids received for the City Hall Lobby Remodel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                                                       |                        |
| <b>ALTERNATIVES TO RECOMMENDED ACTION:</b> <ol style="list-style-type: none"> <li>1) Move to the next regular council meeting under council business</li> <li>2) Forward to another Study Session for further review</li> <li>3) Reject all bids and revise the contract documents for a rebid.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                                                       |                        |

# **CITY OF EDGEWOOD**

**PIERCE COUNTY WASHINGTON**



## **CITY HALL LOBBY REMODEL**

### **CITY OFFICIALS**

**Daryl Eiding**

**MAYOR**

**Mark L. Creley**

**Ryan Day**

**Tyron Christopherson**

**Rosanne Tomy**

**John C. West**

**Colleen Wise**

**Nate Lowry**

**CITY COUNCIL**

**Rachel Pitzel, CMC**

**CITY CLERK**

**Jeremy Metzler, PE**

**Public Works Director**



**NOVEMBER, 2019**  
**G&O JOB #18626.06**

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## PROJECT DATA

### CODES:

IBC 2015 INTERNATIONAL BUILDING CODE

### PROJECT DESCRIPTION:

THE BUILDING LOBBY IS BEING REMODELED TO INCLUDE UPDATED COUNTERTOPS, WORKSPACES, AND STORAGE.

### IBC OCCUPANCY:

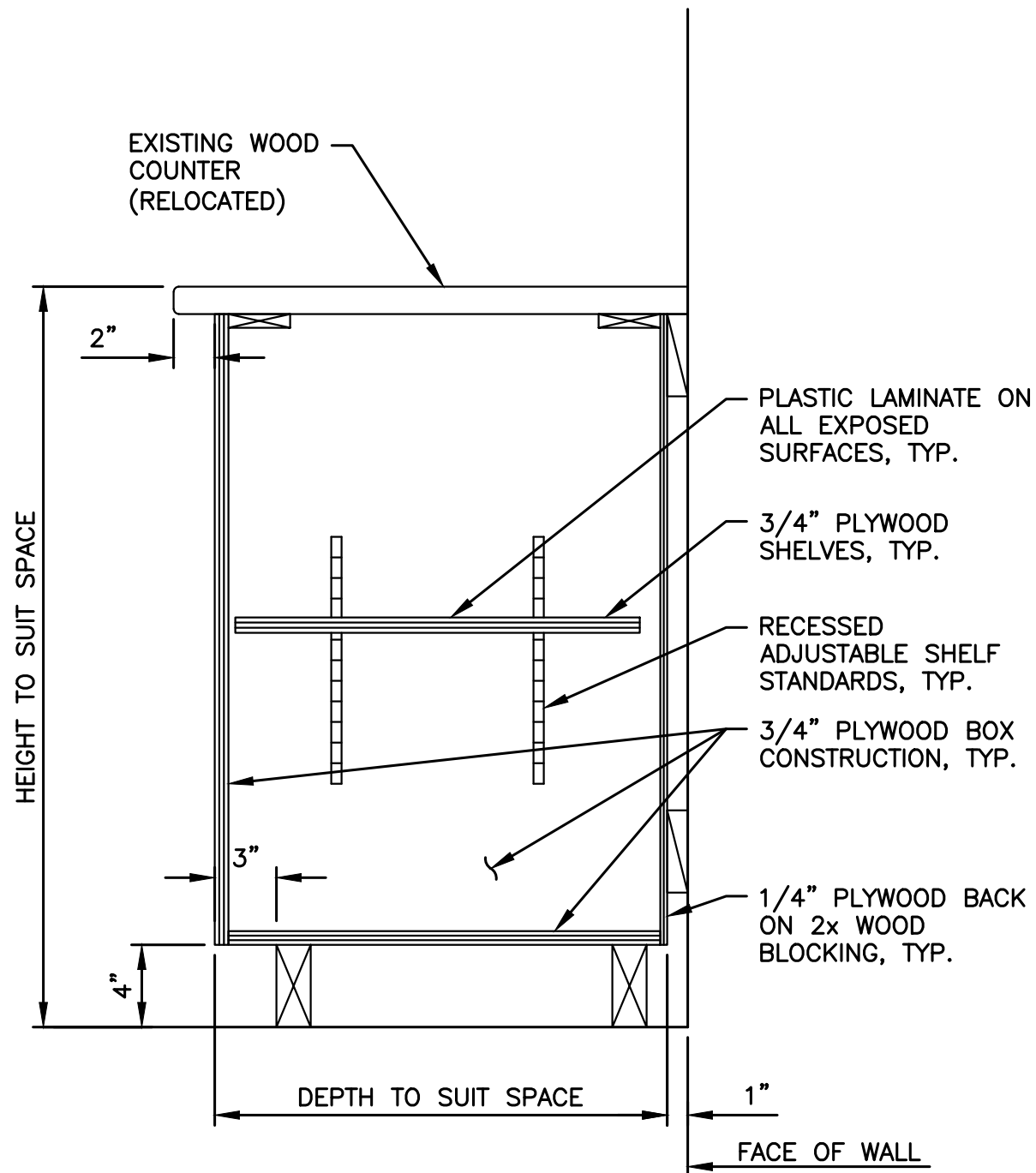
B - LOBBY

### IBC TYPE OF CONSTRUCTION:

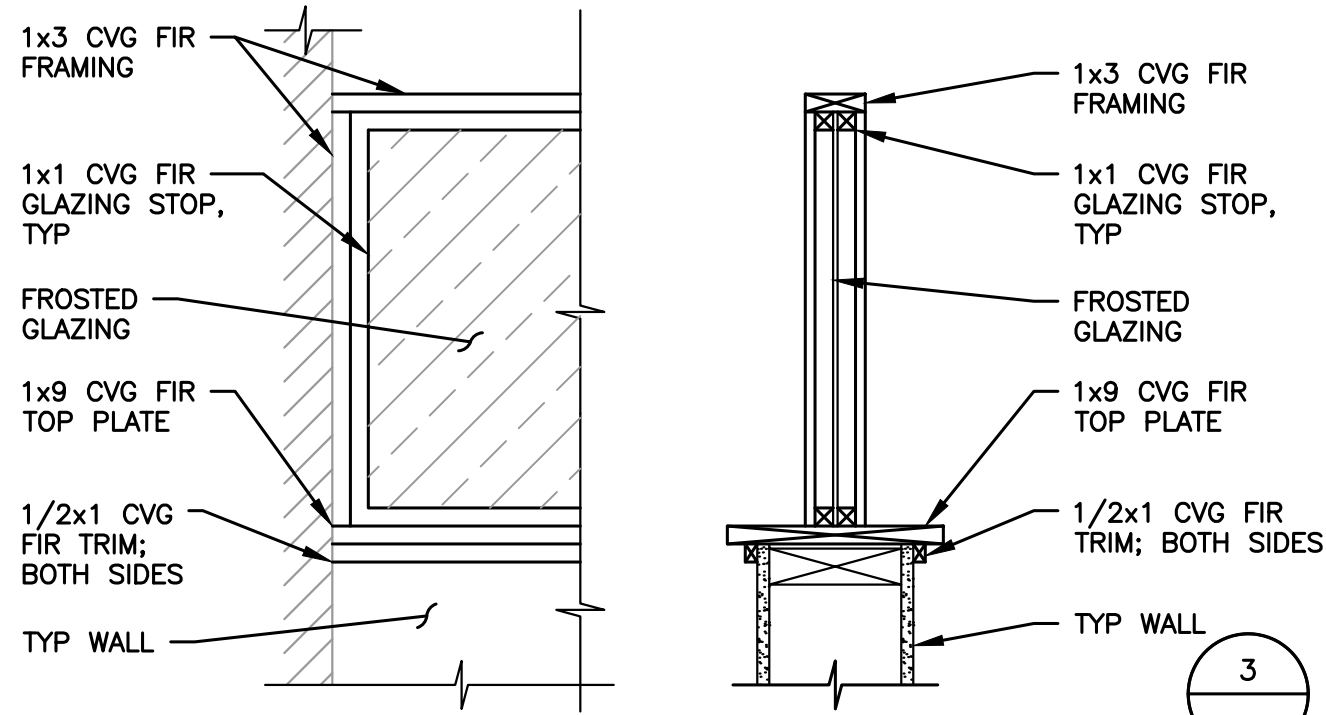
TYPE - V.B.

## GENERAL NOTES:

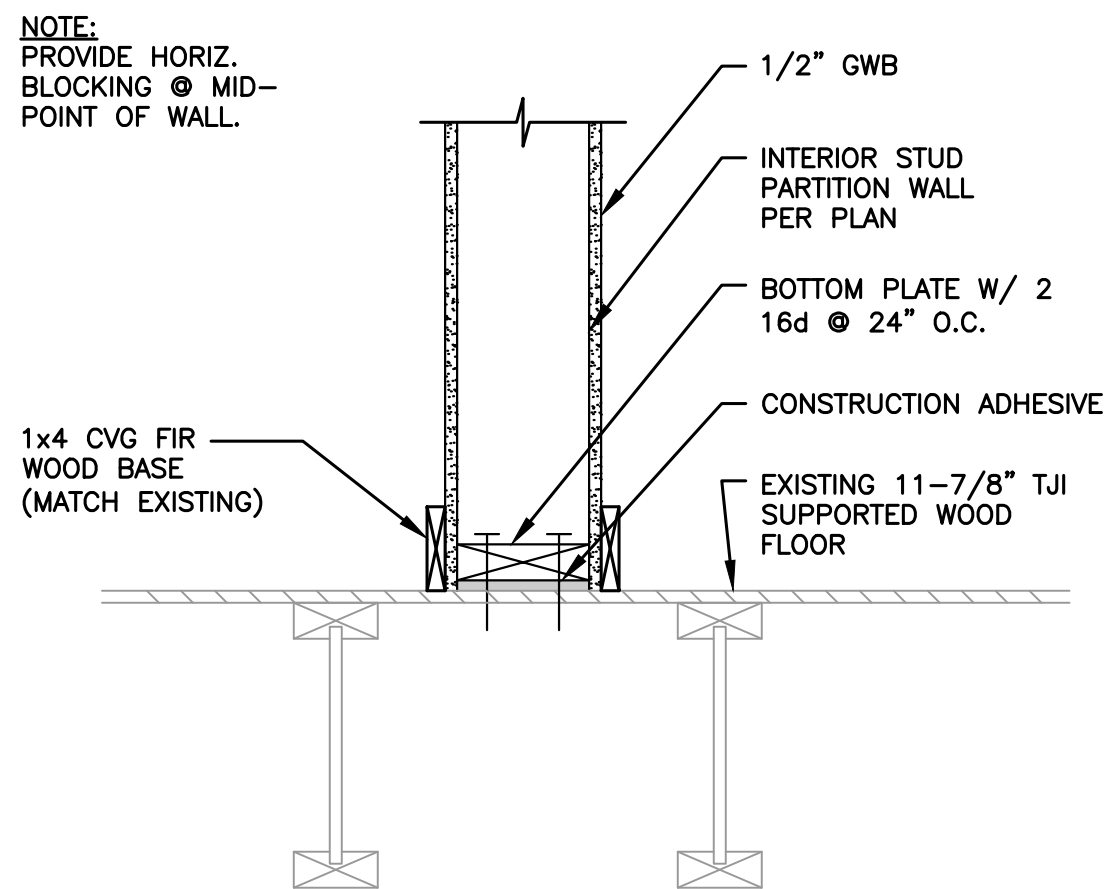
- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES, CURRENT EDITION, AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH THE OWNER FOR ALL UTILITIES IN ORDER TO ASSURE THAT ALL UTILITIES AND APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING THE WORK.



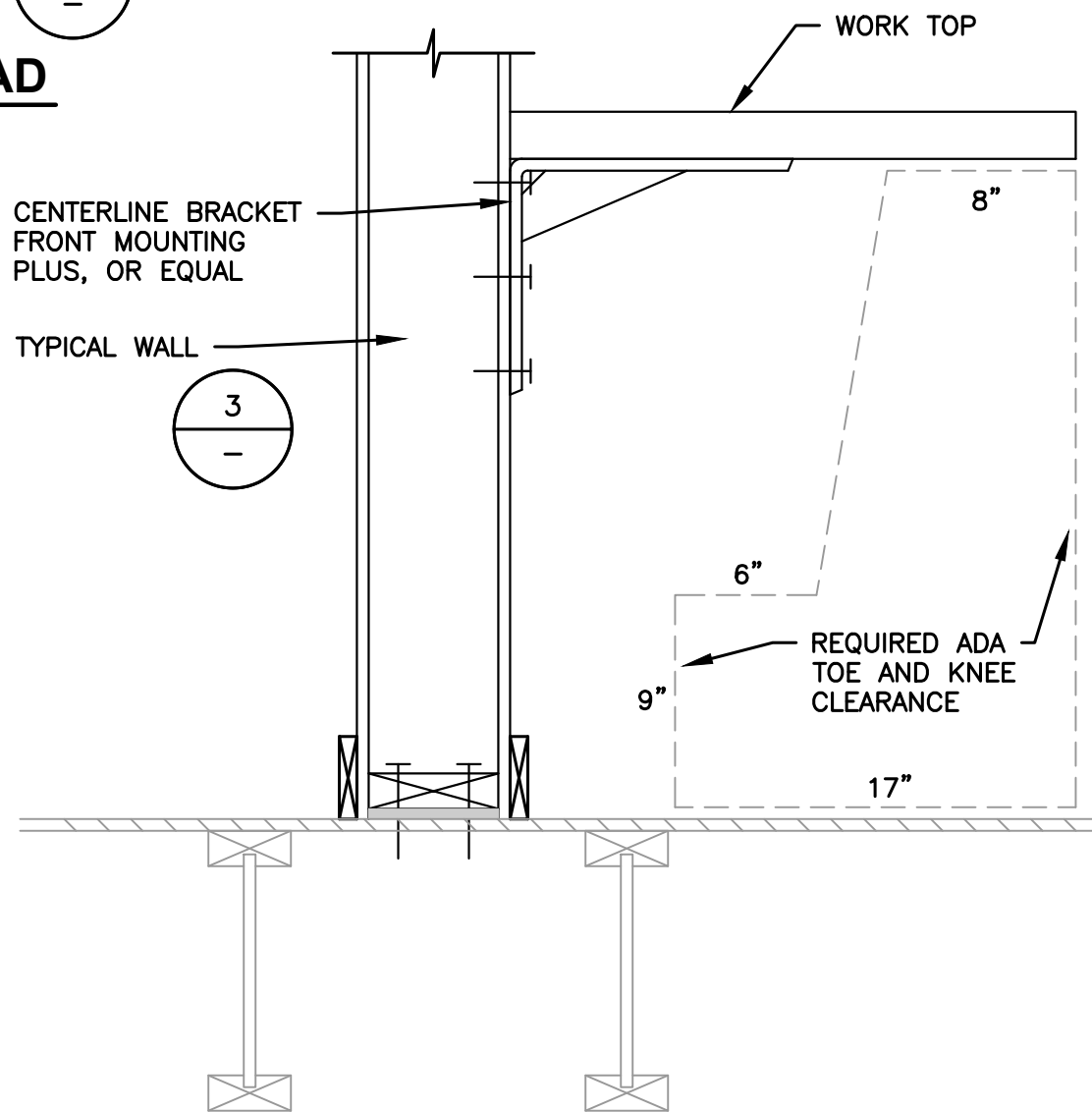
**TYP. LAMINATE FACE CASEWORK DETAIL**  
SCALE: 1-1/2"=1'-0"



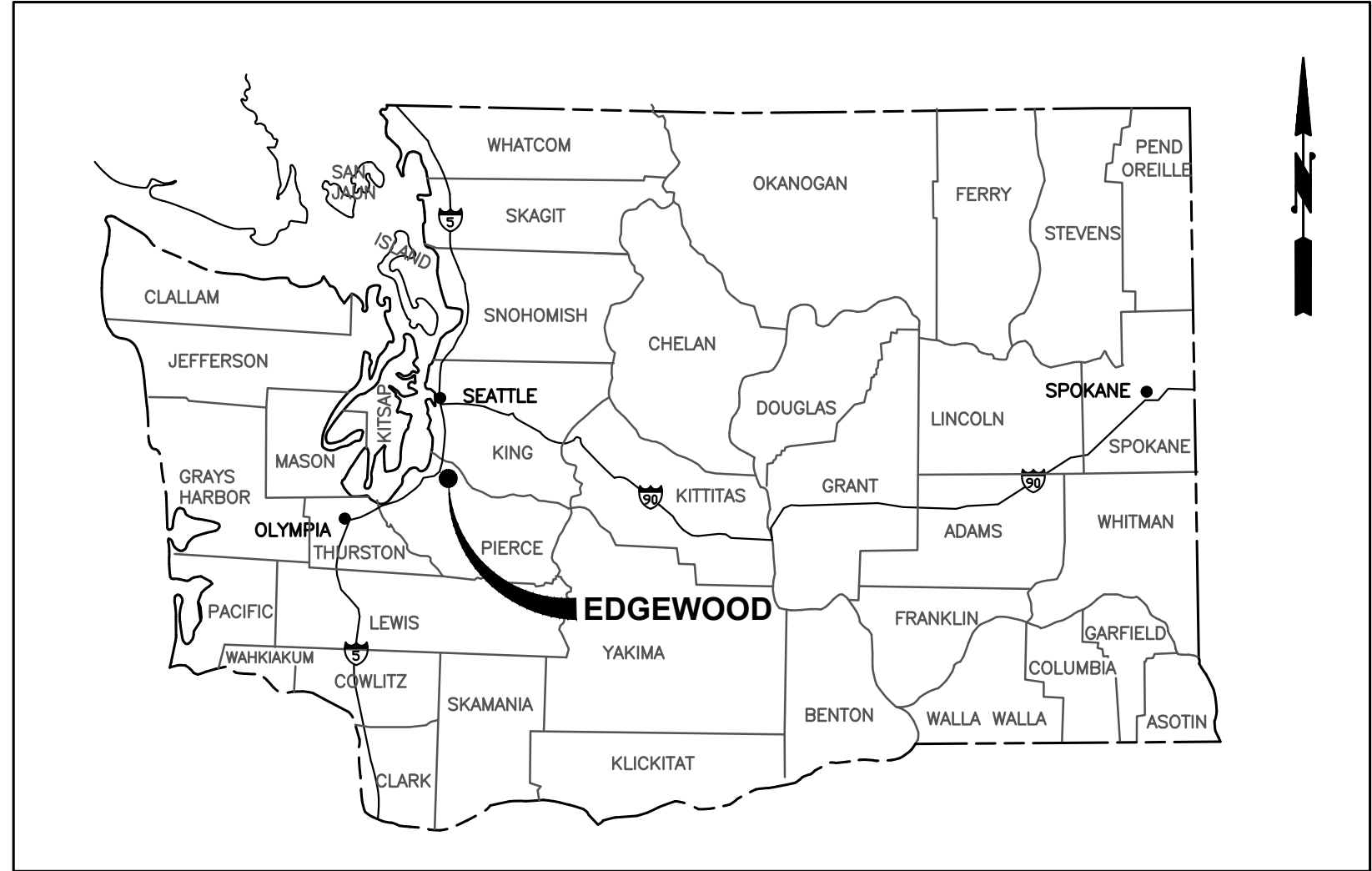
**TYP. PARTITION GLAZING SILL/HEAD**  
SCALE: 1-1/2"=1'-0"



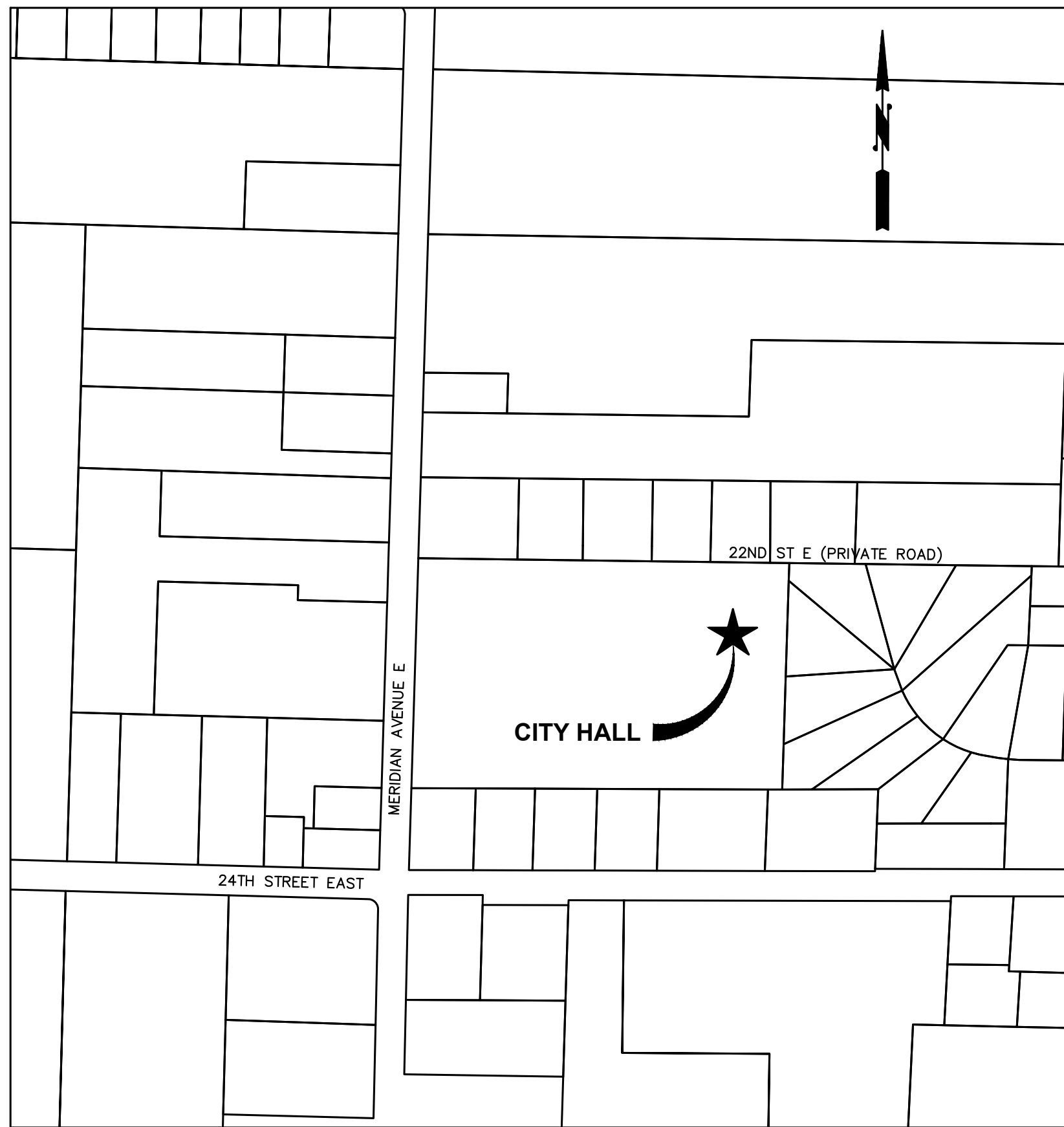
**TYP. PARTITION WALL BASE**  
SCALE: 1-1/2"=1'-0"



**TYP. WORK TOP**  
SCALE: 1-1/2"=1'-0"



**VICINITY MAP**  
NOT TO SCALE

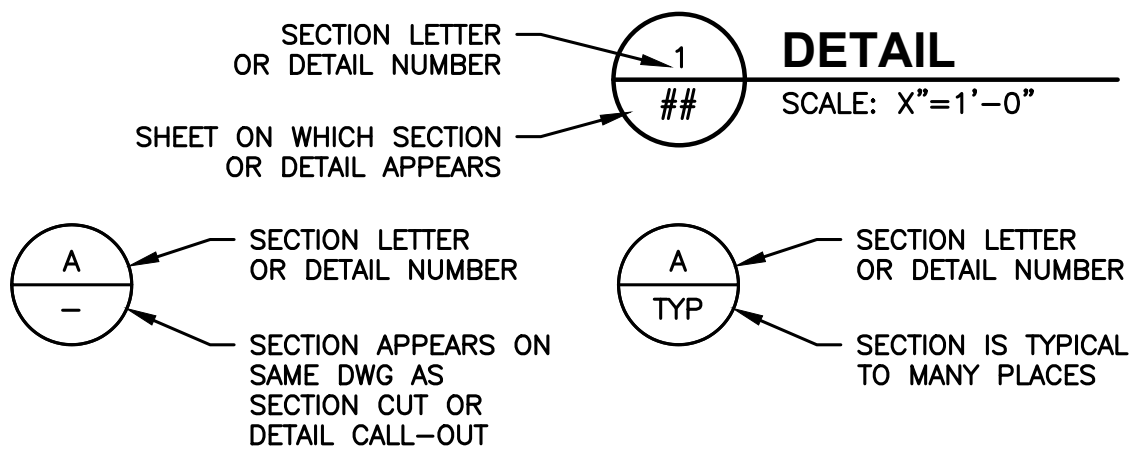


**LOCATION MAP**  
NOT TO SCALE

## INDEX

| SHEET NO. | DESCRIPTION                                                       |
|-----------|-------------------------------------------------------------------|
| 1         | VICINITY AND LOCATION MAPS, INDEX, TYPICAL DETAILS AND NOTES      |
| 2         | EXISTING LOBBY PLAN                                               |
| 3         | PROPOSED LOBBY PLAN                                               |
| 4         | LOBBY DIMENSION PLAN                                              |
| 5         | LOBBY INTERIOR ELEVATIONS                                         |
| 6         | ELECTRICAL SYMBOLS AND ABBREVIATIONS, TAG LIST, AND SCOPE OF WORK |
| 7         | EXISTING AND PROPOSED ELECTRICAL LOBBY PLANS                      |

## EXAMPLE OF NUMBERING SYSTEM FOR SECTIONS AND DETAILS

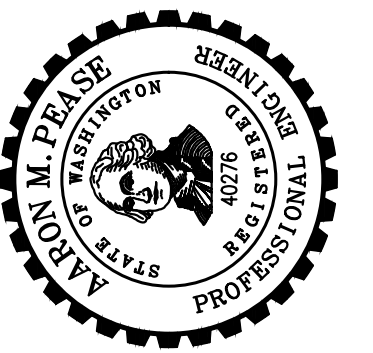


0 1 2  
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
1120 RAINIER AVENUE SOUTH, SUITE 300  
SEATTLE, WASHINGTON 98144 • (206) 284-0860

DATE: NOV 2019  
DRAWN: ASD  
CHECKED: AMP  
APPROVED: AMP

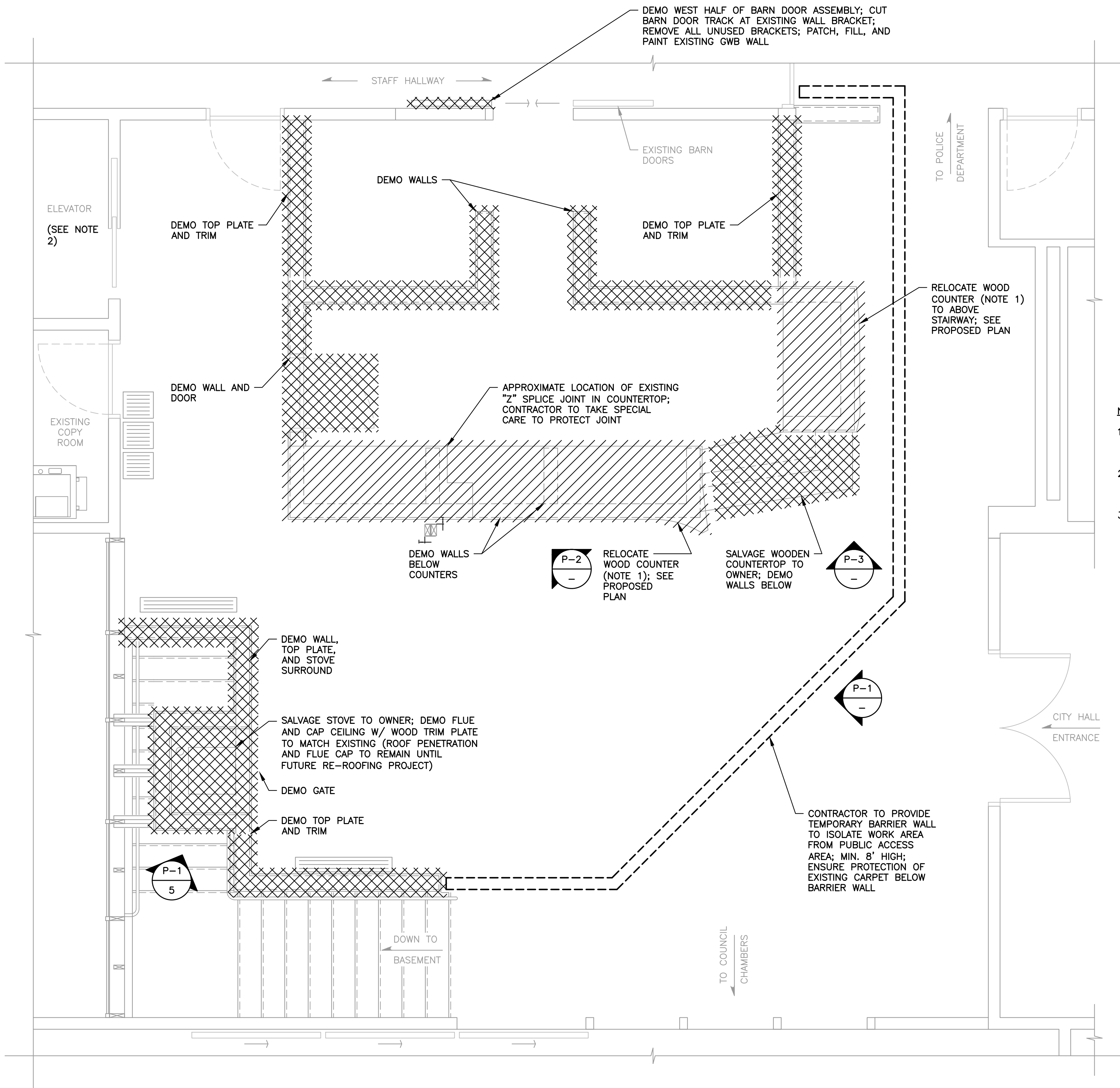
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**CITY OF EDGEWOOD**  
PIERCE COUNTY  
**CITY HALL LOBBY REMODEL**  
VICINITY AND LOCATION MAPS, INDEX,  
TYPICAL DETAILS AND NOTES

SHEET: 1  
OF: 7  
JOB NO.: 18626.06  
DWG: LEG

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NOTES:

1. EXISTING WOOD COUNTERS ARE SINGLE-PIECE LIVE EDGE SLABS OF MAPLE.
2. CONTRACTOR SHALL ENSURE ACCESS TO EXISTING ELEVATOR AT ALL TIMES.
3. ALL WALL, FLOOR, AND TRIM SURFACES WITHIN THE CONSTRUCTION AREA SHALL BE PROTECTED BY THE CONTRACTOR TO MINIMIZE COLLATERAL DAMAGE. ANY SURFACES DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR.



P-1  
—  
MAIN LOBBY PHOTO



P-2  
—  
EXISTING COUNTER 1 PHOTO



P-3  
—  
EXISTING COUNTER 2 PHOTO

0 1" 2"  
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
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SEATTLE, WASHINGTON 98144 • (206) 284-0860

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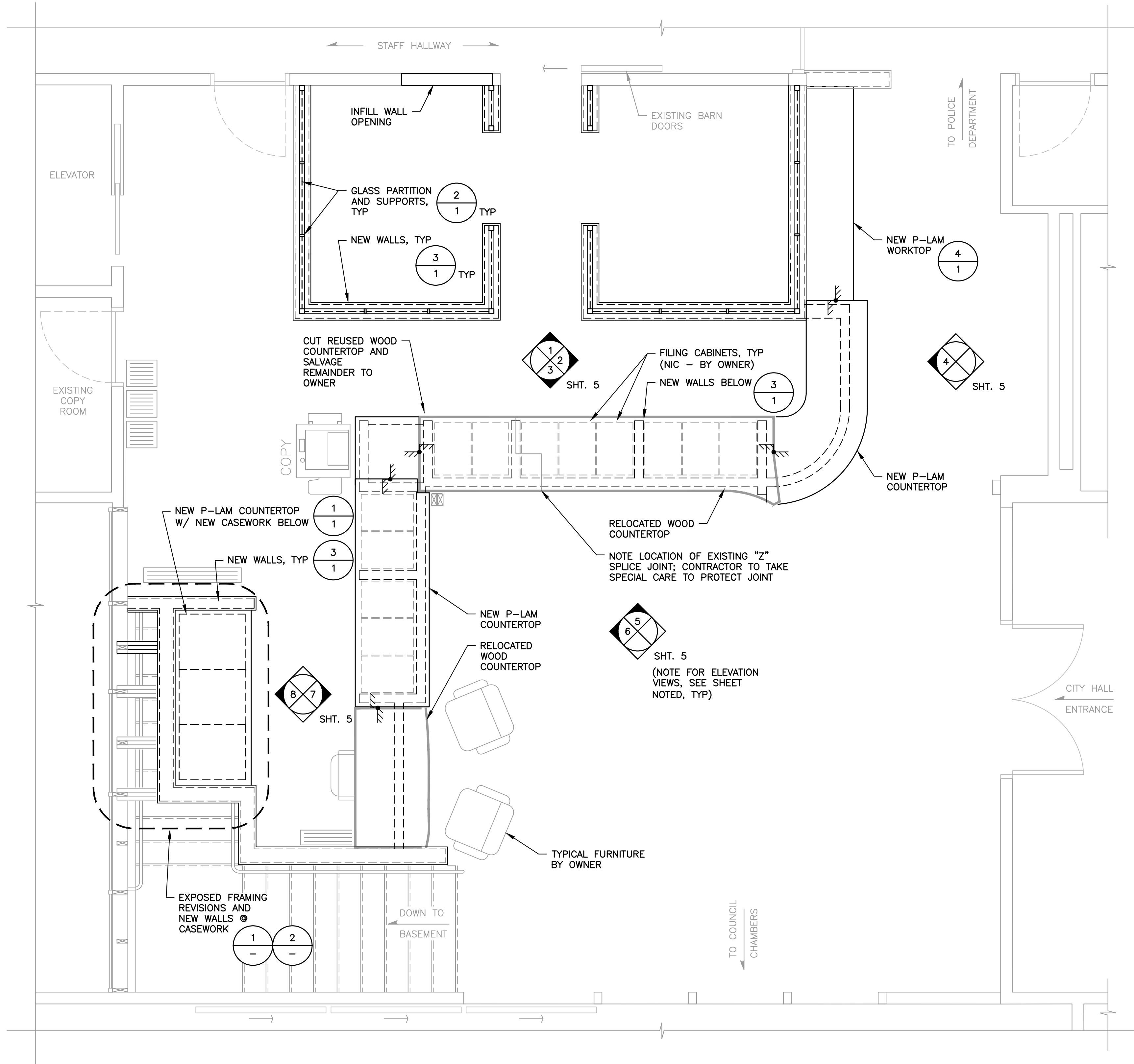
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**CITY OF EDGEWOOD**  
PIERCE COUNTY  
**CITY HALL LOBBY REMODEL**  
EXISTING LOBBY PLAN

|                   |
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| SHEET: 2          |
| OF: 7             |
| JOB NO.: 18626.06 |
| DWG:A-LOBBY       |

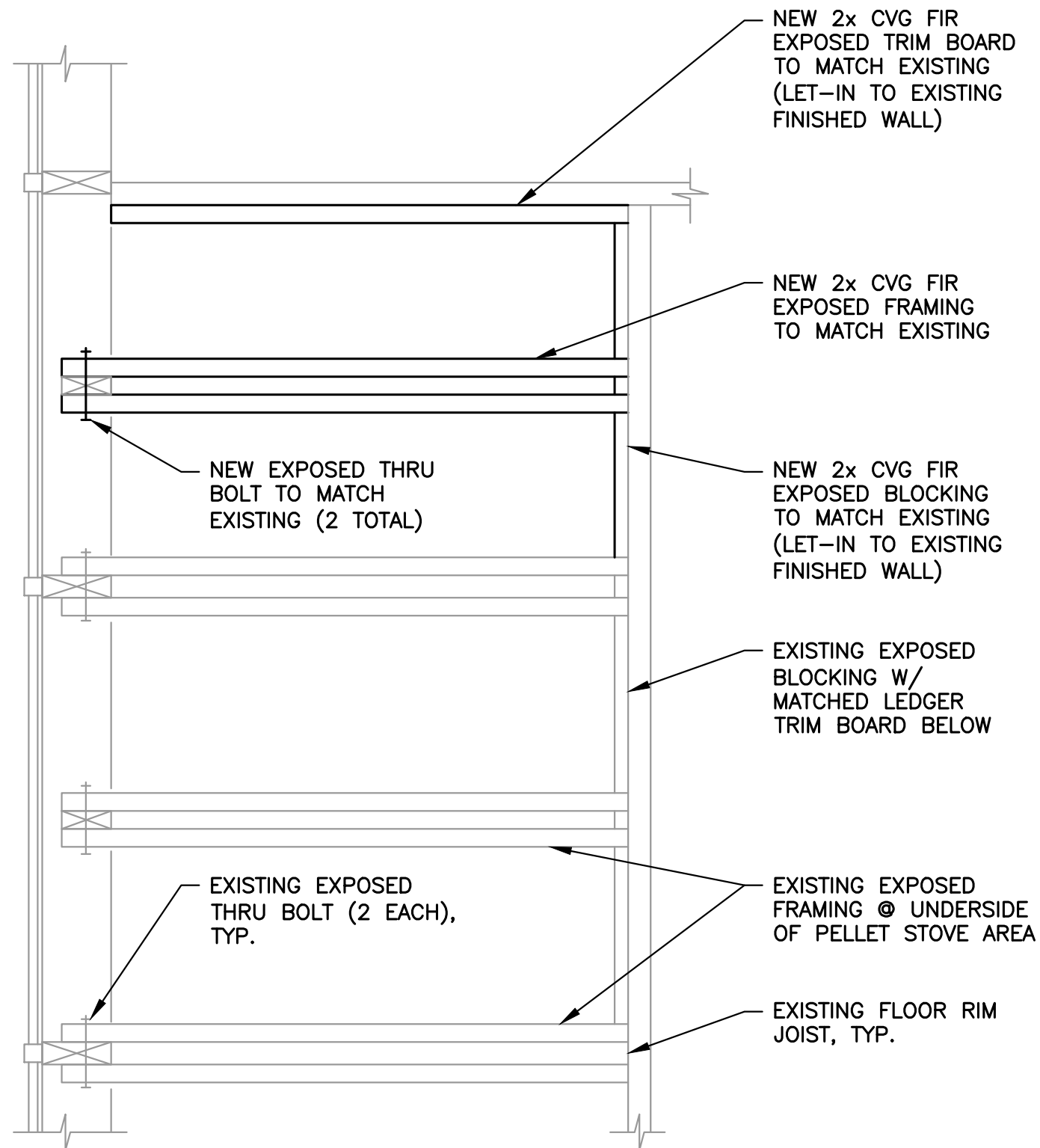
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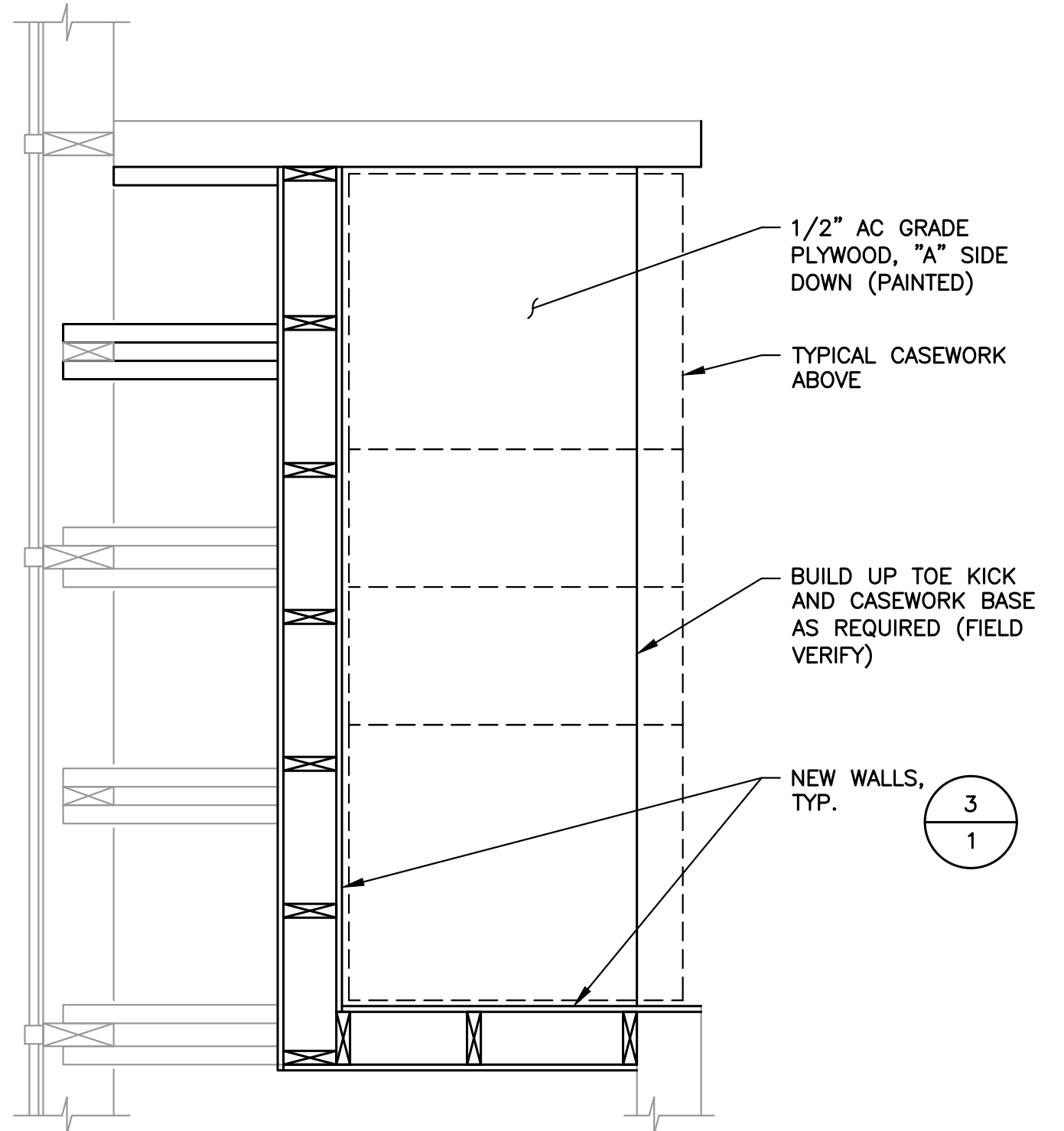
**PROPOSED PLAN**  
SCALE: 3/8"=1'-0"

**NOTES:**

1. REMOVE AND REPLACE CARPET TILES IN ALL DISTURBED AREAS AS NECESSARY. CONTRACTOR SHALL PROTECT AND RE-USE EXISTING CARPET TILES TO THE GREATEST EXTENT POSSIBLE. THE OWNER HAS SOME STOCK OF REPLACEMENT TILES, HOWEVER SOURCING REPLACEMENT TILES FOR DAMAGED TILES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.



**EXPOSED FRAMING REVISION PLAN**  
SCALE: 3/4"=1'-0"

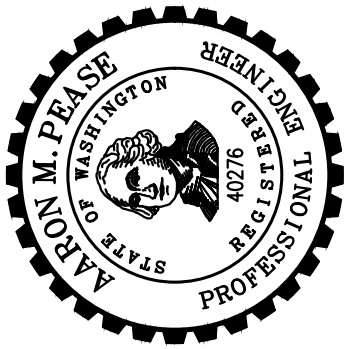


**CASEWORK ENCLOSURE FLOOR PLAN**  
SCALE: 3/4"=1'-0"

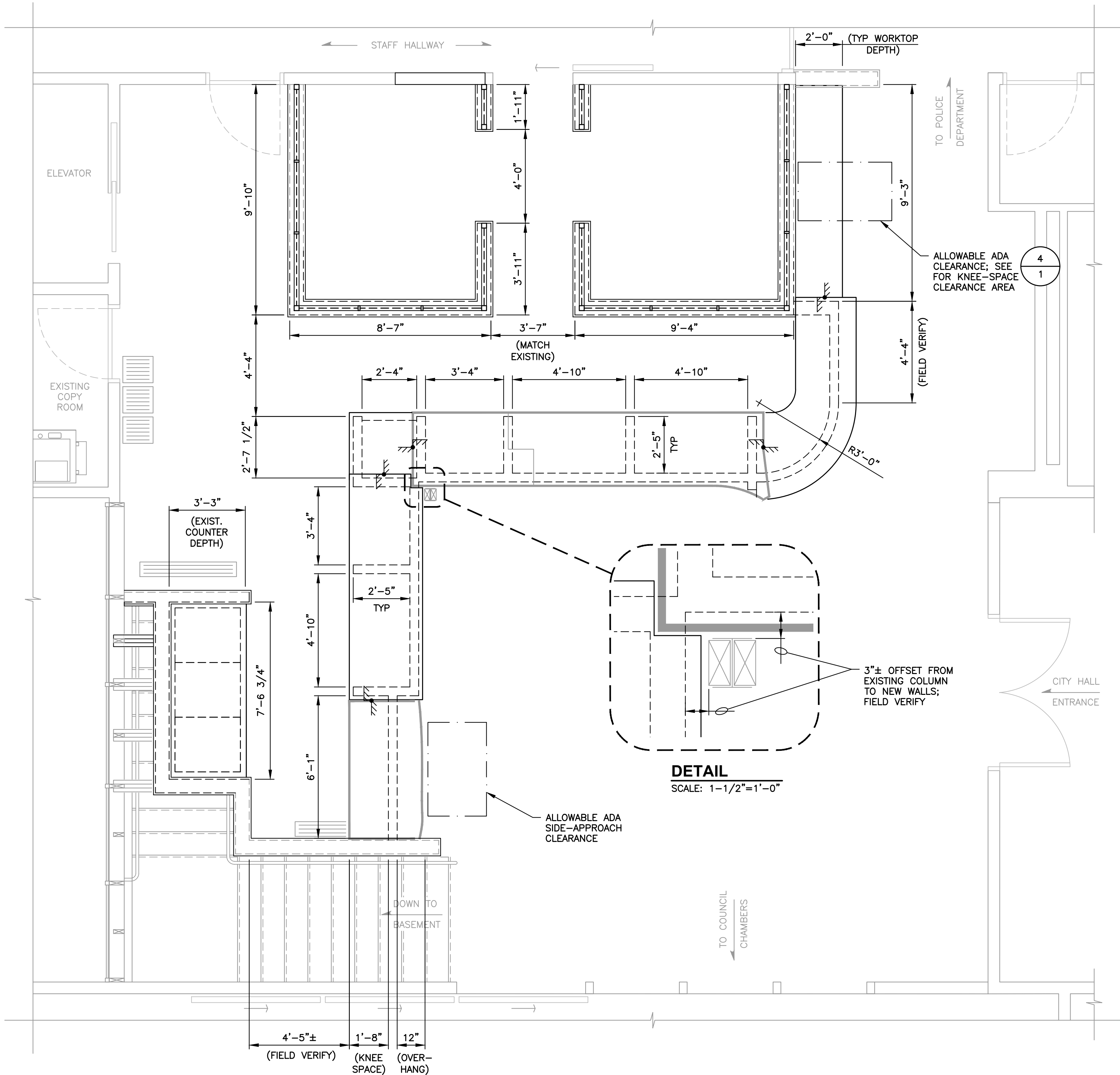
0 1" 2"  
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

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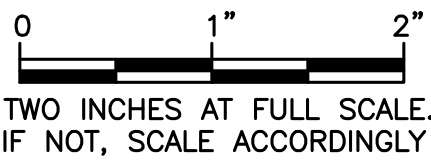
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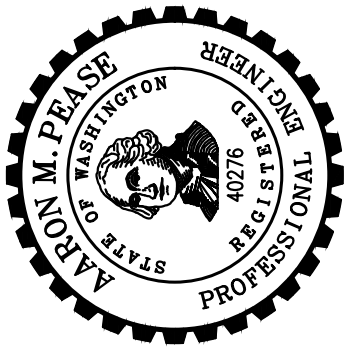
**DIMENSION PLAN**  
SCALE: 3/8"=1'-0"



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CONSULTING ENGINEERS  
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SEATTLE, WASHINGTON 98144 • (206) 284-0860

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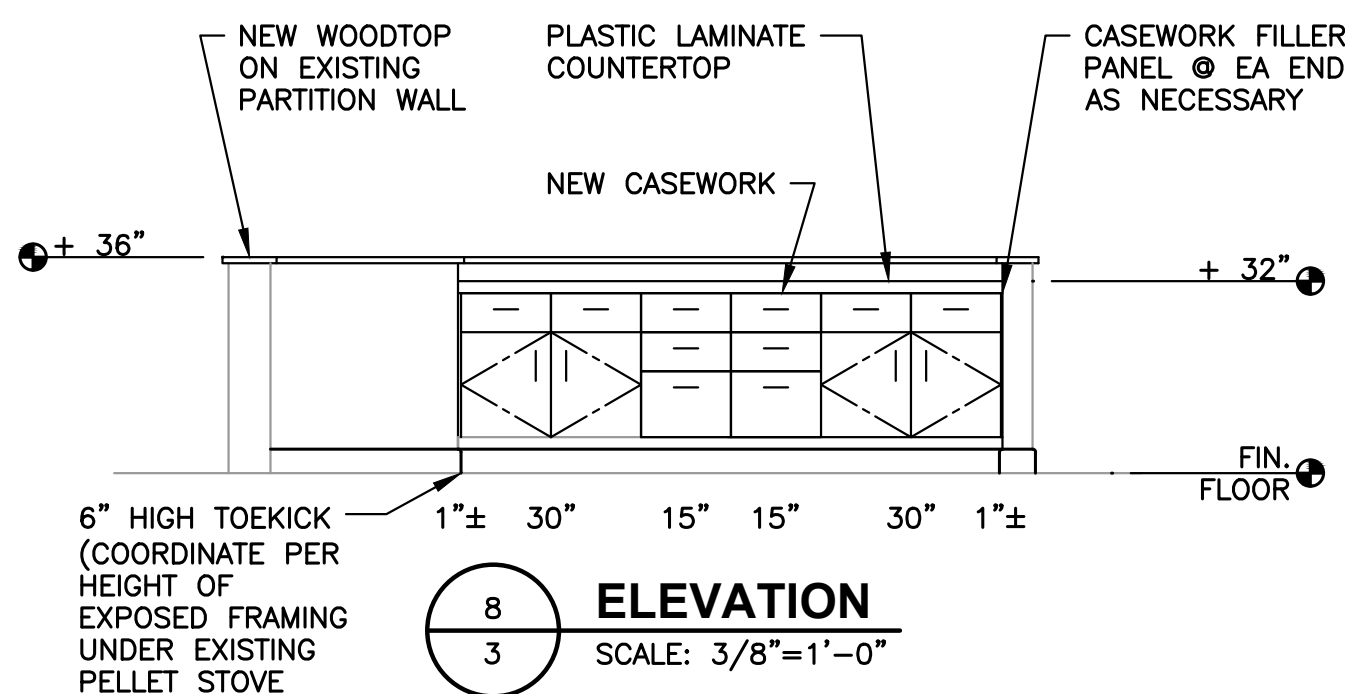
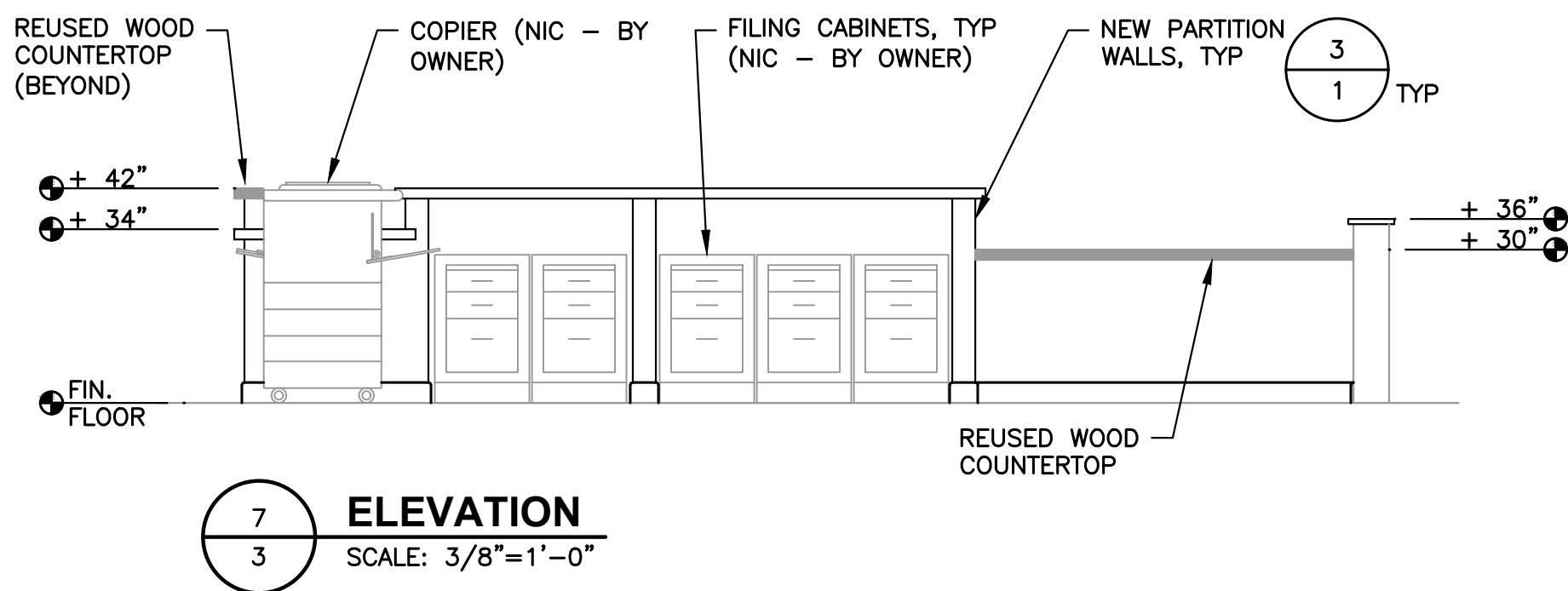
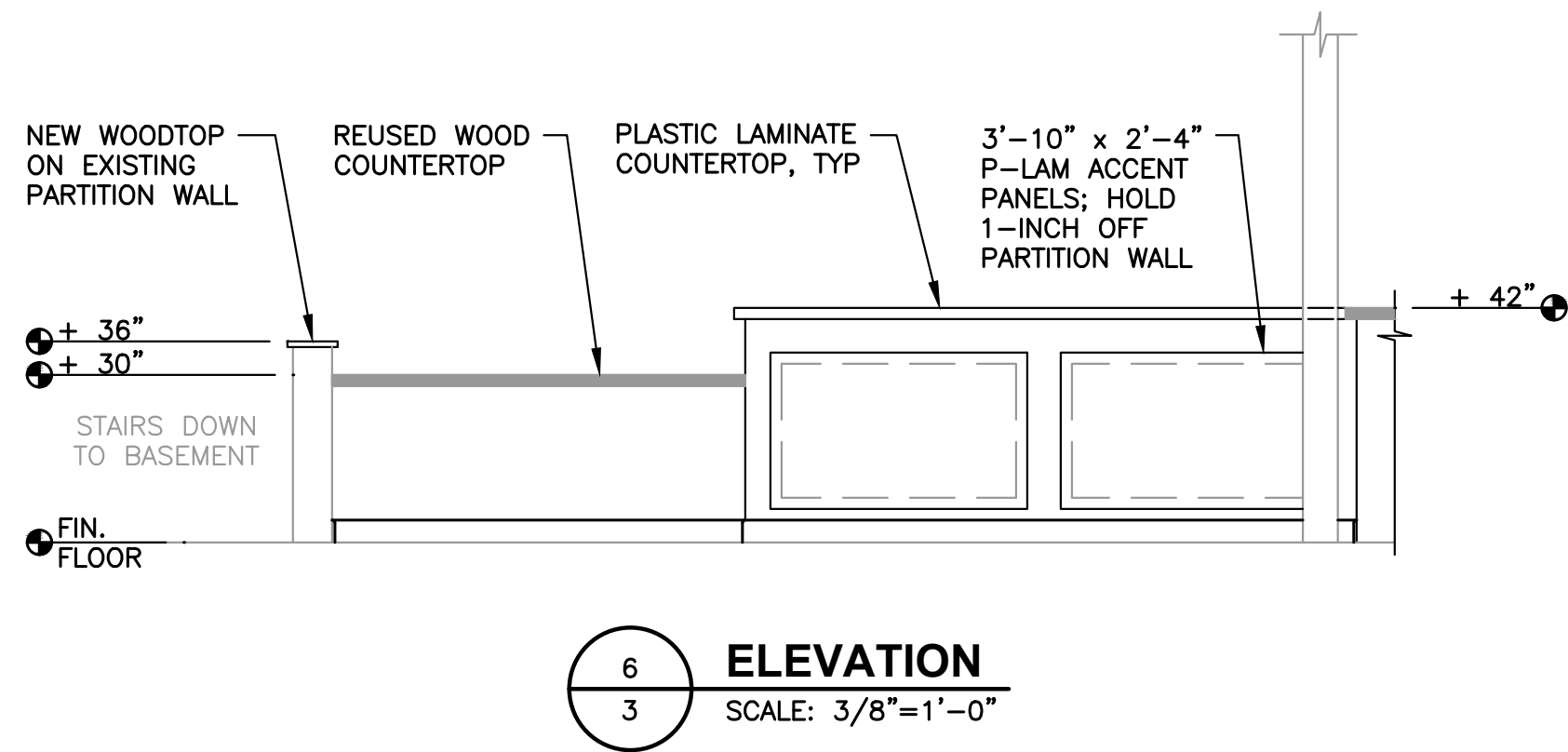
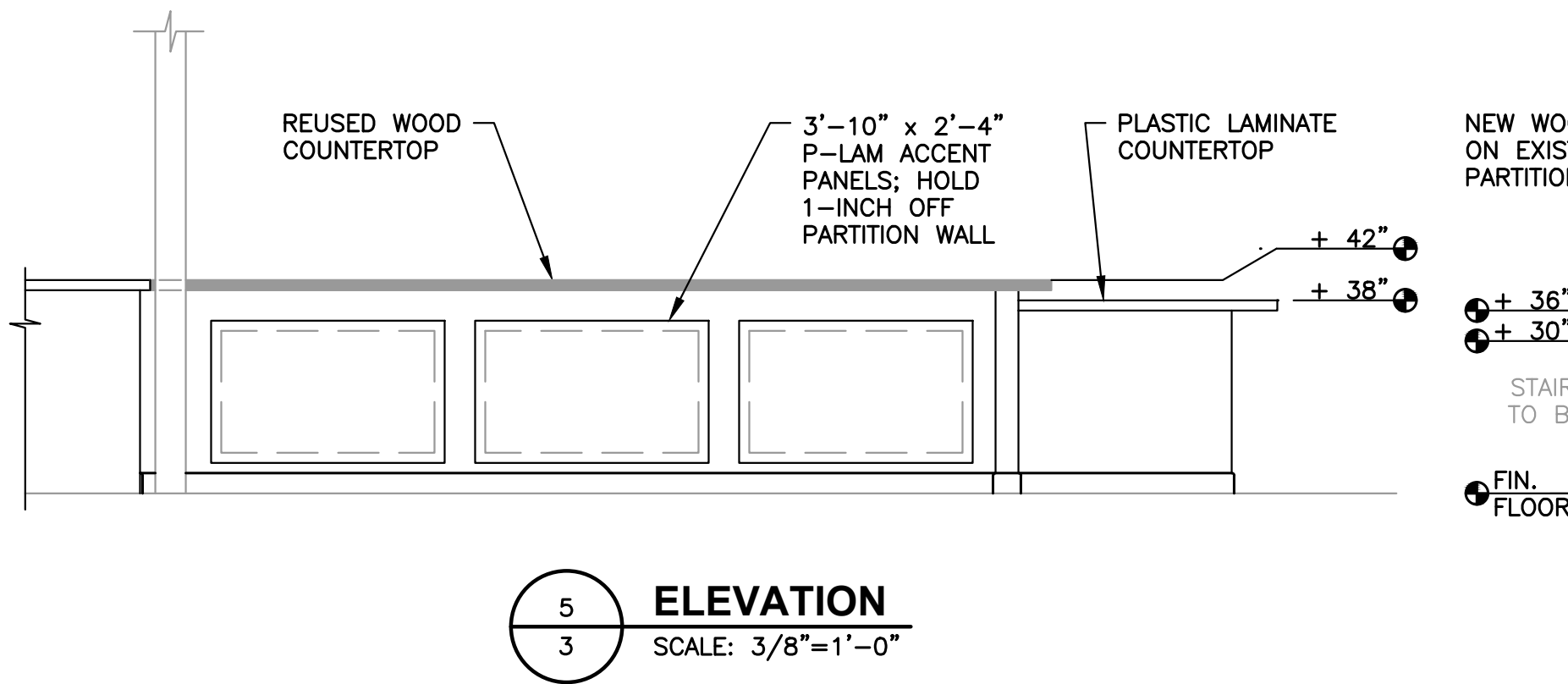
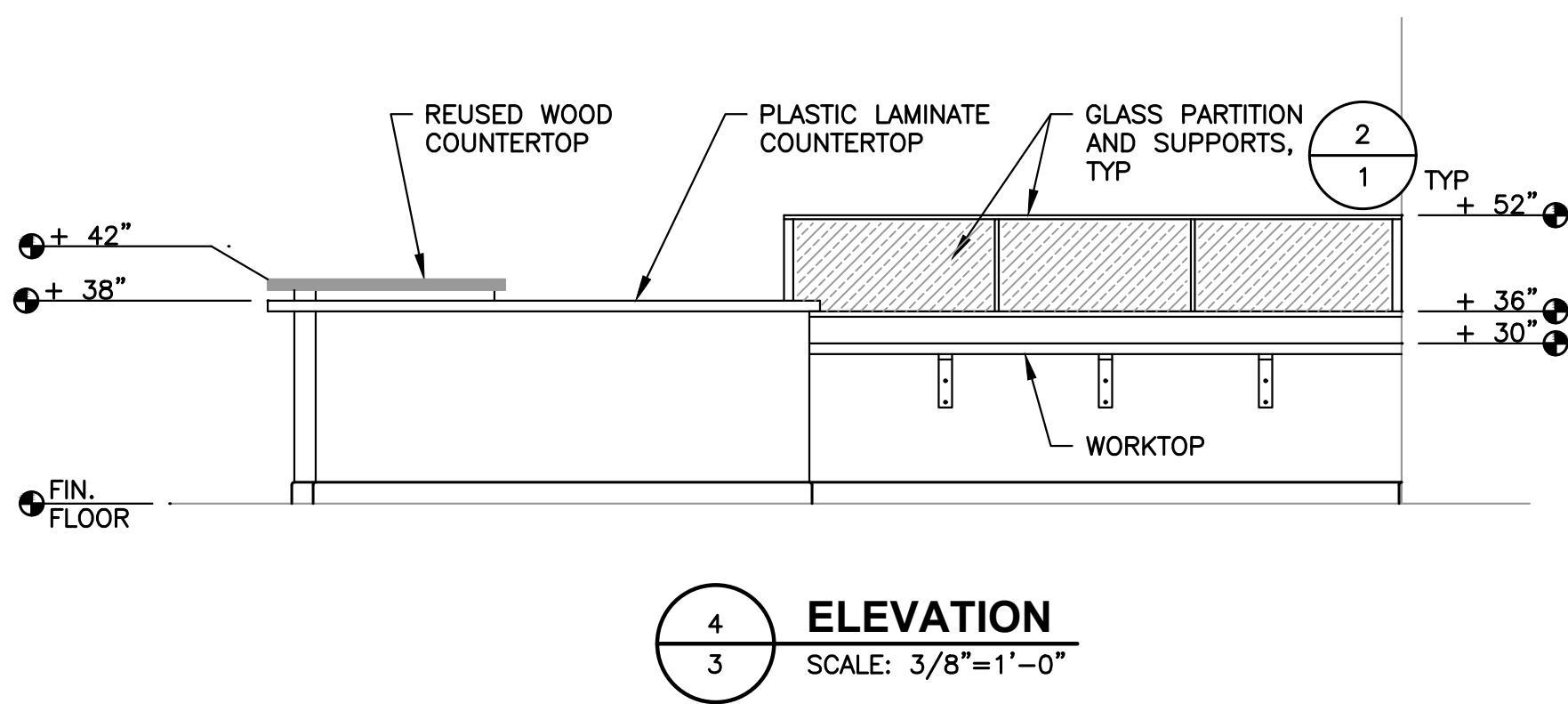
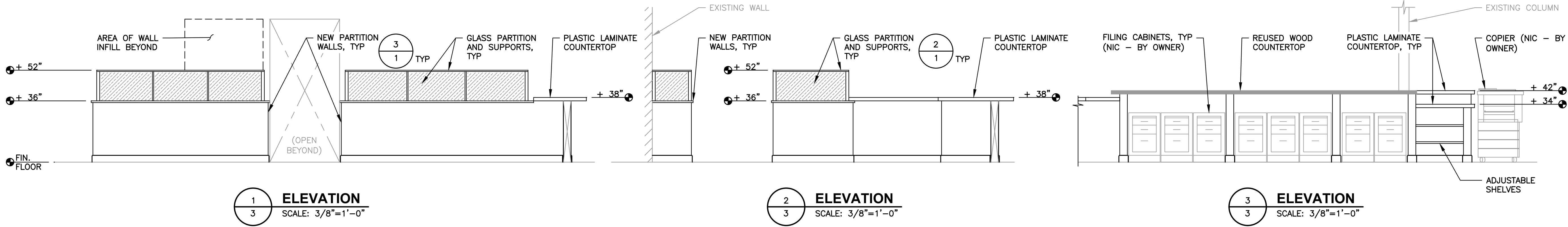
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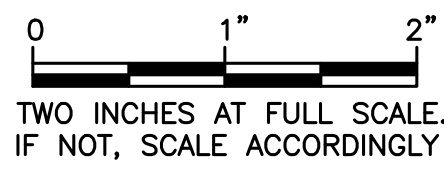
**CITY OF EDGEWOOD**  
PIERCE COUNTY WASHINGTON  
**CITY HALL LOBBY REMODEL**  
LOBBY DIMENSION PLAN

|                   |
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| SHEET: <b>4</b>   |
| OF: <b>7</b>      |
| JOB NO.: 18626.06 |
| DWG:A-LOBBY       |

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**FRAMING PHOTO**  
SCALE: NTS



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|  |  | REVISION |      |
|  |  | No.      |      |

**AARON M. PEASE**  
STATE OF WASHINGTON  
REGISTERED PROFESSIONAL ENGINEER  
NO. 40216

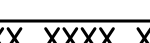
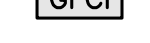
**CITY OF EDGEWOOD**  
PIERCE COUNTY

**CITY HALL LOBBY REMODEL**  
LOBBY INTERIOR ELEVATIONS

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| SHEET: <b>5</b>   |
| OF: <b>7</b>      |
| JOB NO.: 18626.06 |
| DWG:A-LOBBY       |

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| ABBREVIATIONS                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| A<br>AC<br>AF<br>AI<br>AIC<br>AL<br>AM<br>AO<br>AT<br>ATS<br>AWG<br>BATT<br>BKR<br>CP<br>CPT<br>CST<br>CT<br>CU<br>DC<br>DI<br>DIST<br>DO<br>DTWV<br>EIOM<br>ETC<br>ETM<br>ENCL<br>EXIST<br>FDR<br>FLA<br>FU | AMPERE (AMP)<br>ALTERNATING CURRENT<br>BREAKER FRAME SIZE (IN AMPS)<br>ANALOG INPUT<br>AMPERES-INTERRUPTING CAPACITY<br>ALUMINUM<br>AMMETER<br>ANALOG OUTPUT<br>BREAKER TRIP (SETTING IN AMPS)<br>AUTOMATIC TRANSFER SWITCH<br>AMERICAN WIRE GAUGE<br>BATTERY<br>BREAKER<br>CONTROL PANEL<br>CONTROL POWER TRANSFORMER<br>CONTROL STATION<br>CURRENT TRANSFORMER<br>COPPER<br>DIRECT CURRENT<br>DISCRETE INPUT<br>DISTRIBUTION<br>DISCRETE OUTPUT<br>DISCHARGE-TO-WASTE VALVE<br>EXTENDED I/O MODULE<br>ELAPSED TIME/COUNTER METER<br>ELAPSED TIME METER<br>ENCLOSURE<br>EXISTING<br>FEEDER<br>FULL LOAD AMPS<br>FUSE                                                                                        | FVNR<br>FVR<br>FY<br>G<br>GEC<br>GFCI<br>GND<br>H<br>HA<br>HIM<br>HMI<br>HOA<br>HOR<br>HP<br>JXCXX<br>JPXXX<br>JSXXX<br>KA<br>KAIC<br>KCM<br>KV<br>KVA<br>KVAH<br>KVAR<br>KVARH<br>KW<br>KWh<br>LA<br>LAN<br>LFMC<br>LINE | FULL VOLTAGE NON REVERSING<br>FULL VOLTAGE REVERSING<br>FLOW COMPUTATION<br>GROUND CONDUCTOR<br>GROUNDING ELECTRODE CONDUCTOR<br>GROUND FAULT CIRCUIT INTERRUPTER<br>GROUND<br>HORN<br>HAND-AUTO<br>HUMAN INTERFACE MODULE<br>HUMAN MACHINE INTERFACE<br>HAND-OFF-AUTO<br>HAND-OFF-REMOTE<br>HORSEPOWER<br>JUNCTION BOX, CONTROL<br>JUNCTION BOX, POWER<br>JUNCTION BOX, SIGNAL<br>KILOAMPERES<br>KILOAMPERES-INTERRUPTING CAPACITY<br>THOUSAND CIRCULAR MILLS<br>KILOVOLT<br>KILOVOLT-AMPERE<br>KILOVOLT-AMPERE HOUR<br>KILOVAR (REACTIVE KILOVOLT-AMPERE)<br>KILOVAR-HOUR<br>KILOWATT<br>KILOWATT-HOUR<br>LIGHTNING ARRESTER<br>LOCAL AREA NETWORK<br>LIQUIDTIGHT FLEXIBLE METAL CONDUIT<br>POWER LINE/POWER BLOCK |
| LV<br>M<br>mA<br>MCC<br>MCM<br>MCM<br>MOV<br>MS<br>MSDS<br>MTS<br>MTU<br>mV<br>MW<br>N<br>NEC<br>NEMA<br>NESC<br>NFPA<br>OCPD<br>OE<br>OIU<br>OL<br>OLR<br>P<br>PF<br>PH<br>PLC<br>PMR<br>PMU<br>POT         | LOW VOLTAGE<br>MAGNETIC CONTACTOR<br>MILLIAMPERES<br>MOTOR CONTROL CENTER<br>THOUSAND CIRCULAR MILLS<br>MOTOR CIRCUIT PROTECTOR<br>METAL OXIDE VARISTOR<br>MOTOR STARTER<br>MOTOR SAFETY DISCONNECT SWITCH<br>MANUAL TRANSFER SWITCH<br>MASTER TELEMETRY UNIT<br>MILLIVOLT<br>MEGAWATT<br>NEUTRAL CONDUCTOR<br>NATIONAL ELECTRICAL CODE<br>NATIONAL ELECTRIC MANUFACTURERS ASSOC.<br>NATIONAL ELECTRICAL SAFETY CODE<br>NATIONAL FIRE PROTECTION AGENCY<br>OVERCURRENT PROTECTION DEVICE<br>OVERHEAD ELECTRIC<br>OPERATOR INTERFACE UNIT<br>OVERLOAD, THERMAL<br>OVERLOAD RELAY<br>POLE<br>POWER FACTOR<br>PHASE<br>PROGRAMMABLE LOGIC CONTROL<br>PHASE MONITOR RELAY<br>POWER MONITOR UNIT<br>POTENTIOMETER | PT<br>PVC<br>PVC-RGS<br>RGS<br>RGS<br>RTU<br>S<br>SHD<br>SPD<br>SS<br>SUSE<br>TB<br>TDAD<br>TDAE<br>TQS<br>TSP<br>TST<br>T/M<br>UPS<br>V<br>VA<br>VFD<br>VMR<br>W<br>WAN<br>WH<br>WP<br>XFMR                              | POTENTIAL TRANSFORMER<br>POLYVINYL CHLORIDE CONDUIT<br>PVC COATED RGS<br>RIGID GALVANIZED STEEL CONDUIT<br>REDUCED-VOLTAGE SOFT START<br>REMOTE TELEMETRY UNIT<br>SECOND<br>SHIELDED<br>SURGE PROTECTION DEVICE<br>STAINLESS STEEL<br>SUITABLE FOR USE AS A SERVICE ENTRANCE<br>TERMINAL BLOCK<br>TIME DELAY AFTER DE-ENERGIZATION<br>TIME DELAY AFTER ENERGIZATION<br>TORQUE SWITCH<br>TWISTED SHIELDED PAIR<br>TWISTED SHIELDED TRIAD<br>THERMAL MAGNETIC<br>UNINTERRUPTIBLE POWER SUPPLY<br>VOLT<br>VOLT-AMPERE<br>VARIABLE FREQUENCY DRIVE<br>VOLTAGE MONITORING RELAY<br>WATT<br>WIDE AREA NETWORK<br>WATT-HOUR<br>WEATHER PROOF<br>POWER TRANSFORMER                                                           |

| SYMBOL LEGEND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          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| PLAN SYMBOLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ONE LINE SYMBOLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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|  CONDUIT DOWN<br> CONDUIT UP<br> CONDUIT STUB UP/END CAP<br> DISCONNECT SWITCH<br> FUSED DISCONNECT SWITCH<br> COMMUNICATION OUTLET<br> TELEPHONE OUTLET<br> DEDICATED OUTLET<br> SIMPLEX RECEPTACLE<br> DUPLEX RECEPTACLE<br> DUPLEX RECEPTACLE (HIDDEN)<br> QUAD RECEPTACLE<br> QUAD RECEPTACLE (HIDDEN)<br> FLOOR MOUNTED RECEPTACLE<br> LED LIGHT POLES<br>SINGLE DUAL<br> #12 AWG GROUND CONDUCTOR<br> #12 AWG NEUTRAL CONDUCTOR<br> #12 AWG BRANCH CONDUCTOR<br>CROSSMARKS INDICATE QUANTITY AND USE OF CONDUCTORS<br> x LIGHT SWITCH, X =<br>3 = 3-WAY K = KEY<br>4 = 4-WAY M = MOTION<br> SEAL OFF<br> MOTOR X = HORSE POWER<br> XX= CV CHECK VALVE<br>FE FLOW ELEMENT<br>FI FLOW INDICATOR<br>FIT FLOW INDICATOR/TRANSMITTER<br>FS FLOW SWITCH<br>FT FLOW TRANSMITTER<br>HD HEAT DETECTOR<br>IS INFLUENT SAMPLER<br>ISW INTRUSION SWITCH<br>J JUNCTION BOX<br>L LIMIT SWITCH<br>LE LEVEL ELEMENT<br>LI LEVEL INDICATOR<br>LIT LEVEL INDICATOR/TRANSMITTER<br>LS LEVEL SWITCH/FLOAT<br>LT LEVEL TRANSDUCER<br>MDT MOTION DETECTOR<br>MFM MAGNETIC FLOW METER<br>MOV MOTOR OPERATOR VALVE<br>PC PHOTO CELL<br>PI PRESSURE ELEMENT<br>PI PRESSURE INDICATOR<br>PIT PRESSURE INDICATOR TRANSMITTER<br>PS PRESSURE SWITCH<br>PT PRESSURE TRANSMITTER<br>SD SMOKE DETECTOR<br>SV SOLENOID VALVE<br>T THERMOSTAT |  CAPACITOR<br> REACTOR/CHOKE<br> CIRCUIT BREAKER, MAGNETIC ONLY<br> CIRCUIT BREAKER, THERMAL-MAGNETIC<br> CONNECTION POINT<br> CONTACTOR<br> CURRENT TRANSFORMER<br> FUSE<br> FUSIBLE DISCONNECT<br> AM ANALOG AMMETER<br> THERMAL OVERLOAD RELAY<br> GROUND EQUIPMENT/CHASSIS<br> SOLID NEUTRAL<br> TRANSFORMER<br><br><div>GENERAL SYMBOLS</div> <div> XXXXX CONDUIT<br/> XX XXXX XX TAG LABEL<br/> GFCI GFCI PANELBOARD CIRCUIT<br/> X AREA ID TAG<br/> DEMOLITION (DEMO)<br/> INTRINSICALLY SAFE AREA<br/> CLEARANCE AREA<br/><br/><div>LINETYPES</div><div> EXPOSED CONDUIT<br/> HIDDEN OR UNDERGROUND CONDUIT<br/> GROUNDING ELECTRODE CONDUCTORS<br/><br/>NOTE: UNLESS NOTED OTHERWISE.<br/><br/>NOTE:<br/>THIS IS A GENERAL LEDGER SHEET. ALL SYMBOLS MAY NOT APPLY.</div></div> |

| GENERAL ELECTRICAL NOTES:                                                                                                                                                                                                      |  |
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| <b>BUILDING PLANS:</b>                                                                                                                                                                                                         |  |
| 1. CONDUIT ROUTING IS SHOWN FOR CLARITY. ACTUAL ROUTING MAY BE MORE DIRECT AND IS LEFT TO THE CONTRACTOR.                                                                                                                      |  |
| 2. THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PROTECT EXISTING UTILITIES.                                                                                                                                                |  |
| <b>CABLE NOTES:</b>                                                                                                                                                                                                            |  |
| 1. BRANCH CIRCUIT CONDUCTORS                                                                                                                                                                                                   |  |
| 1.1. TYPE MC CABLE FOR USE AS BRANCH CONDUCTORS.                                                                                                                                                                               |  |
| 1.2. TYPE MC CABLE SHALL MEET UL 1569 STANDARD FOR METAL-CLAD CABLES.                                                                                                                                                          |  |
| 1.3. INNER CONDUCTORS                                                                                                                                                                                                          |  |
| 1.3.1. THE INNER CONDUCTOR SHALL BE SOFT ANNEALED COPPER WITH THHN/THWN-2 INSULATION, TRADE SIZE 12 AWG.                                                                                                                       |  |
| 2. CABLE SPLICES                                                                                                                                                                                                               |  |
| 2.1. SPLICES AND TAPS FOR RECEPTACLES AND LIGHTING                                                                                                                                                                             |  |
| 2.1.1. USE QUICK SPIN, WING TORQUE ELECTRICAL SPRING AND GROUNDING CONNECTORS; 3M 312, 412, 512, AND 512G OR EQUAL.                                                                                                            |  |
| 3. CONDUCTOR COLORS                                                                                                                                                                                                            |  |
| 3.1. 240/120 VOLT, SINGLE PHASE SYSTEMS: PHASE A = BLACK, PHASE B = RED, NEUTRAL = WHITE.                                                                                                                                      |  |
| 3.2. DO NOT USE WHITE, GRAY, GREEN, OR GREEN WITH YELLOW STRIPES COLOR FOR ANY POWER, LIGHTING, OR CONTROL CONDUCTOR NOT INTENDED FOR NEUTRAL OR EQUIPMENT GROUNDING PURPOSES.                                                 |  |
| 3.3. EQUIPMENT GROUNDING CONDUCTORS: GREEN OR GREEN WITH YELLOW STRIPES.                                                                                                                                                       |  |
| 4. CABLE SUPPORTS                                                                                                                                                                                                              |  |
| 4.1. TYPE MC CABLE SHALL BE SUPPORTED AT INTERVALS NOT EXCEEDING 6 FEET.                                                                                                                                                       |  |
| 5. TESTING                                                                                                                                                                                                                     |  |
| 5.1. CONDUCTOR MEGGER TEST                                                                                                                                                                                                     |  |
| 5.1.1. AFTER PULLING AND <u>PRIOR TO CONNECTION</u> PERFORM A MEGGER TEST BETWEEN ALL POWER CONDUCTORS (INCLUDING THE EQUIPMENT GROUND) AND BETWEEN EACH POWER CONDUCTOR AND EARTH GROUND IN THE FOLLOWING MANNER:             |  |
| 5.1.2. PERFORM MEGGER TESTS AT 600 V.                                                                                                                                                                                          |  |
| 5.1.3. CABLES OR CONDUCTORS WITH A STEADY-STATE VALUE LESS THAN 100 MEGOHMS SHALL BE CONSIDERED "FAILED".                                                                                                                      |  |
| 5.1.4. FAILED CABLES AND CONDUCTORS SHALL BE REMOVED AND REPLACED WITH NEW AND RETESTED PER THESE SPECIFICATIONS.                                                                                                              |  |
| 5.1.5. CONDUCTOR INSPECTION                                                                                                                                                                                                    |  |
| 5.1.5.1. ON INSTALLATION OF WIRES AND CABLES AND BEFORE ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, DEMONSTRATE PRODUCT CAPABILITY AND COMPLIANCE WITH REQUIREMENTS.                                                              |  |
| 5.1.5.2. REMOVE AND REPLACE CONDUCTORS WITH VISIBLE INSULATION DAMAGE ON CONDUCTOR ENDS DUE TO INSTALLATION IN AN INCOMPLETE OR DAMAGED CONDUIT SYSTEM SUCH AS, BUT NOT LIMITED TO, MISSING BUSHINGS OR BURRS ON CONDUIT ENDS. |  |

#### INSULATING MATERIAL NOTES:

- ELECTRICAL INSULATION PUTTY
  - SCOTCHFILL, OR EQUAL.
- INSULATING ELECTRICAL TAPE
  - 7 MIL/0.18 MM PLASTICIZED PVC, RUBBER-BASED ADHESIVE, 200 PERCENT ELONGATION, 26 N/CM TENSILE STRENGTH, 8 KV BREAKDOWN VOLTAGE, MEETING CE, CSA, UL CERTIFICATIONS.
- CONDUCTOR COLOR-MARKING TAPE
  - 7 MIL/0.18 MM PLASTICIZED PVC, RUBBER-BASED ADHESIVE, 200 PERCENT ELONGATION, 26 N/CM TENSILE STRENGTH, 8 KV BREAKDOWN VOLTAGE, MEETING CE, CSA, UL CERTIFICATIONS, IN REQUIRED COLOR.
- ELECTRICAL HEAT SHRINK TUBING
  - HEAT SHRINK TUBING SHALL BE DUAL-WALL POLYOLEFIN, 3-1 SHRINK RATIO, 600 VAC, -55 TO 110 DEGREES C OPERATING RANGE MEETING UL 224 600V, 125 DEGREES C.

#### WIRING DEVICE NOTES:

- RECEPTACLES:
  - GENERAL PURPOSE CONVENIENCE OUTLETS WITH DUPLEX RECEPTACLE CONFIGURATION, NYLON FACE, NEMA 5-20R.
  - COMPLY WITH NEMA STANDARD WD W, TERMINALS SHALL BE RATED FOR 75 DEGREES C (MIN.).
- WALL PLATES:
  - SINGLE AND COMBINATION TYPES THAT MATE AND MATCH WITH CORRESPONDING WIRING DEVICES. FEATURES INCLUDE THE FOLLOWING:
    - COLOR: MATCHES WIRING DEVICE EXCEPT AS OTHERWISE INDICATED.
    - PLATE-SECURING SCREWS: METAL WITH HEADS COLORED TO MATCH PLATE FINISH.
    - MATERIAL FOR INTERIOR FINISHED SPACES: LEXAN.

#### GENERAL INSTALLATION:

- COMPLY WITH NFPA 70 (NEC) FOR COMPONENTS AND INSTALLATION.
- RECEPTACLE MOUNTING HEIGHT SHALL BE 12 INCHES ABOVE THE FLOOR UNLESS SHOWN OTHERWISE ON THE PLANS.
- TIGHTEN ELECTRICAL CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE-TIGHTENING VALUES. IF MANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A AND UL 486B.
- TYPE MC CABLE SHALL BE INSTALLED PER NEC 330 AND THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.

#### ELECTRICAL WORK SUMMARY:

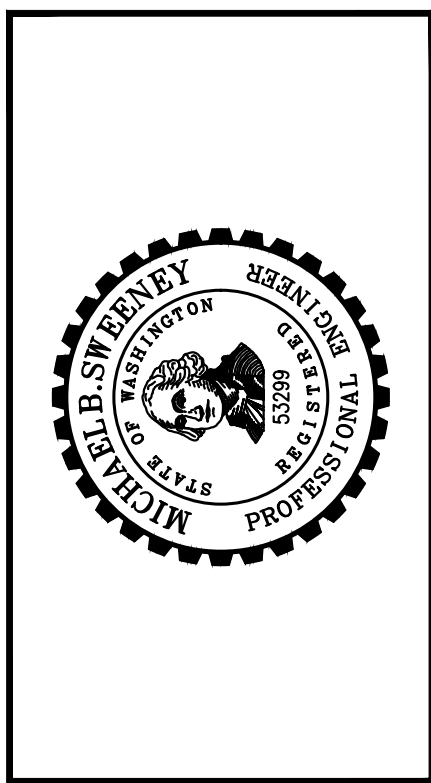
THIS SUMMARY OF ELECTRICAL WORK IS INCLUDED AS A COURTESY AND IS INTENDED TO PROVIDE A GENERAL UNDERSTANDING OF ELECTRICAL DESIGN INTENT AND MAJOR ELECTRICAL CONSTRUCTION TASKS. IT IS NOT PROVIDED AS A COMPLETE LIST OF WORK AND SHALL NOT BE USED FOR BIDDING PURPOSES. REFER TO ALL PLANS AND SPECIFICATIONS.

- THE EXISTING CONVENIENCE RECEPTACLES AND ASSOCIATED BRANCH CIRCUIT WIRING INSTALLED IN THE LOBBY AREA WILL BE MODIFIED TO ACCOMMODATE REVISIONS TO THE FIXED FURNITURE WITHIN THE SPACE.
  - THE EXISTING UPSTREAM 20A, 120VAC CIRCUIT BREAKERS NO. 1 AND NO. 3 WITHIN PANLBOARD "P3" WILL BE REUSED. THE HOMERUN PORTIONS OF THE BRANCH CIRCUITS BETWEEN THE LOBBY AND THE ELECTRICAL ROOM WILL BE REUSED.
  - THE OVERALL ELECTRICAL LOADING ON PANELBOARD P3 HAS NOT BEEN INCREASED. THERE WAS 1,200 VA OF EXISTING RECEPTACLE LOAD INCLUDING DEMAND FACTORS ASSOCIATED WITH CIRCUITS NO. 1 AND NO. 2 UNDER THE ORIGINAL DESIGN. THE NEW RECEPTACLE LOAD FOR CIRCUITS 1 AND 2 INCLUDING THE ORIGINAL DEMAND FACTOR IS 1,170 VA.
- THE EXISTING DEDICATED RECEPTACLE ASSOCIATED WITH THE COPY MACHINE WILL BE REROUTED TO ACCOMMODATE THE NEW LOCATION OF THE EQUIPMENT.
  - THE EXISTING UPSTREAM 20A, 120VAC CIRCUIT BREAKER NO. 20 WITHIN PANLBOARD "P2" WILL BE REUSED. THE HOMERUN PORTION OF THE BRANCH CIRCUIT BETWEEN THE OFFICE AND THE ELECTRICAL ROOM WILL BE REUSED.
  - THE OVERALL ELECTRICAL LOADING ON PANELBOARD P2 HAS NOT BEEN INCREASED.

**Gray & Osborne, Inc.**  
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| DATE: NOV 2019 | DRAWN: PEB | CHECKED: JRN | APPROVED: MBS |
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|  | REVISION |      |
|  |          |      |
|  |          | No.  |



**CITY OF EDGEWOOD**  
PIERCE COUNTY  
**CITY HALL LOBBY REMODEL**  
ELECTRICAL SYMBOLS AND ABBREVIATIONS, TAG LIST, AND SCOPE OF WORK

SHEET: **6**  
OF: **7**  
JOB NO.: 18626.06  
DWG: E\_SYM\_ABBR

