

AGREEMENT
by and between
CITY OF BURIEN, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Maintenance Employees)

January 1, 2018 through December 31, 2020

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THIS AGREEMENT is by and between the CITY OF BURIEN, WASHINGTON, hereinafter referred to as the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The City recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time employees in the Maintenance Worker classification in the City of Burien Public Works Department, excluding supervisors, confidential employees, and all other employees.
- 1.2 Union Membership - It shall be a condition of employment that each current employee covered by this Agreement shall within thirty (30) days of the signature date of this Agreement become and remain a member of the Union or pay an amount equivalent to the regular Union initiation fee and monthly dues to the United Way unless another organization is agreed to by the Union and the City. It shall also be a condition of employment that each employee covered by this Agreement and hired on or after the signature date of this Agreement shall, within thirty (30) days of the beginning of such employment, become and remain a member of the Union or pay an amount equivalent to the regular Union initiation fee and monthly dues to the United Way or other organization agreed to by the Union and the City.
- 1.3 Payroll Deduction - Upon written authorization of an employee, the City shall deduct from the pay of such employee the monthly dues and initiation fees as certified by the Union and shall transmit the same to the Secretary-Treasurer of the Union monthly. The City shall deduct from the pay of an employee who elects not to join the Union the fees in-lieu of the Union initiation fee and monthly dues and shall remit the same to the agreed upon charity monthly. The Union shall defend the City and hold the City harmless against any claims brought against the City by an employee arising out of the City making a good-faith effort to comply with this Section.
- 1.3.1 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision, shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

- 1.4 Union Notification - Within seven (7) days from the date of hire of a new employee in the Union the City shall forward to the Union the name, address and telephone number of the new employee. The City shall promptly notify the Union of all employees leaving its employment.
- 1.5 Bulletin Boards - The City shall provide suitable space for a bulletin board at the maintenance facility. Postings by the Union on the bulletin board shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.
- 1.6 Shop Steward - The Union may appoint an accredited shop steward for the bargaining unit. The shop steward shall be a regular employee. The function of the shop steward shall be to meet with the Employer concerning matters vital to the employees in the bargaining unit; provided, however, the shop steward's role shall not interfere with the normal functioning of the Employer. Prior permission from the employee's supervisor shall be obtained whenever a shop steward's activities during regular work hours are involved. The accredited shop steward shall be the only one to take up with the Employer any alleged violation of this Agreement that reaches Step 2 of the grievance procedure. The Union shall be the only party with the authority to appeal any grievance to Step 3 of the grievance procedure.

ARTICLE II PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 2.1 Probation Period - A new employee shall be subject to a twelve (12) month probation period commencing with his most recent first date of hire in a bargaining unit position. During this period, such employee shall be considered as being employed on a trial basis, subject to immediate dismissal at any time at the sole discretion of the City. Discharge of an employee during his probation period shall not be subject to the grievance procedure.
- 2.2 Seniority - An employee's seniority shall be defined as that period of compensated work for the City from the employee's most recent first day of compensated work within a position now covered by the bargaining unit. Any time of uncompensated leave in excess of thirty (30) calendar days shall be deducted from the employee's seniority; provided however, seniority shall continue to accrue during Family Medical Leave under Section 8.7.
- 2.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon:

Discharge for cause as defined in Article XI;

Voluntary quit;

Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;

Failure of the employee to notify the City of his/her willingness to return to work upon recall from an indefinite layoff within ten (10) calendar days after mailing of written notice from the City to his/her last known address appearing on the City's records;

Layoff exceeding twenty-four (24) months; and/or

A Leave of absence exceeding six (6) months.

2.2.2 Each calendar year, upon the request of the Union, the City shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, his/her present classification and his/her first date of compensated work within the bargaining unit.

2.3 Layoff - In case of a layoff, employees shall be retained on the basis of job performance and length of continuous service. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, recent job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.

2.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the City and the Union informed of the address and telephone number where he can be contacted. When the City is unable to contact an employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the City are able to contact the employee within seven (7) calendar days from the time the Union is notified, the City's obligation to recall the employee shall cease.

2.4.1 The City shall have no obligation to recall an employee after he/she has been on continuous layoff for a period of twelve (12) months. Should an employee not return to work when recalled, the City shall have no further obligation to recall him/her.

2.5 Job Vacancies - Opportunities for promotion shall be posted on the work site bulletin board for not less than seven (7) calendar days, during which time employees who have completed their probation period may apply. Posted job opportunities shall contain an adequate description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities for promotion; provided however, the City shall determine who the best qualified person is for the job.

ARTICLE III HOURS OF WORK

3.1 Hours of Work - A normal schedule for regular, full-time employees consists of 40 hours per work week. It is the intent of the parties to maintain the current 9/80 work schedule as defined in Article 3.2 for regular, full-time employees of the Bargaining Unit. Specifically, employees shall be assigned a 9/80 schedule with a start time occurring between 6 am and 8 am, Monday through Friday, with an unpaid half-hour lunch period. The Union agrees that the alternative 9/80 schedule must not reduce customer service, work duties, or inter-departmental work flows and that the Department Director has the authority to:

- a. Exclude certain individuals or work units from the 9/80 schedule if not satisfied that such schedule is in the best interest of departmental operations;
- b. Modify such schedule for temporary periods of time when vacations, workloads, and lack of backup would negatively affect departmental work performance and customer service; and
- c. Cancel the 9/80 schedule at any time.

3.2 Definition of 9/80 Work Schedule – Under the Fair Labor Standards Act (“FLSA”), a work week is any seven consecutive 24-hour periods and can begin any day of the week and any time of the day. Accordingly, to create two 40 hour work weeks in a 9/80 schedule and avoid overtime, the work week shall start after the first four hours of work on the employee's eight-hour work day, and the employee's day off shall correspond to the same day of the week as the eight-hour day.

Example: Every other Friday is off, 9-hr shift is Monday – Thursday, 7 am – 4:30 pm, and 8-hr Friday shift is 7 am – 3:30 pm.

- 3.1.1 Notwithstanding the foregoing, changes in starting times and/or days of the week for each employee may be made by the City based upon seasonal demands for service, reasonable operating needs of the City and natural consequences, including without limitation fires, earthquakes, storms and floods.
- 3.2 Flex Time - By mutual agreement between the employee and the City, an employee may be assigned a schedule other than as set forth within Section 3.1.
- 3.3 Shift Change - Each employee shall be assigned to a regular shift starting time which shall not normally be changed without at least forty-eight (48) hours notice.
- 3.4 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the City's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the City, the rest periods may be taken at a time other than stated above.
- 3.5 Meal Periods - Employer must allow employees working more than a five hour shift to take a meal break of at least 30 minutes not less than two hours or more than five hours into the shift unless, due to unique situations such as the required supervision of a recreation program, the need to provide uninterrupted service to the public, or periodic project deadlines, other arrangements are agreed upon between the Department Director and the employee.

If after reporting to work, an employee is notified of the need to work 12 or more consecutive hours that same day, the City shall provide one meal reimbursement, not to exceed \$15. Reimbursement will be based upon actual receipts provided by the employee.

ARTICLE IV OVERTIME AND SPECIAL PAY

- 4.1 Overtime - "Overtime" is defined as authorized hours worked outside of a regular full-time employee's regular work week or work day, with the exception of employee-requested, pre-arranged flex-time due to personal reasons. "Hours worked" for purposes of determining overtime pay shall include holidays, vacation and sick leave. An employee who is required to work overtime before or after his regularly scheduled daytime shift shall be given the discretion to choose to leave work during the regularly scheduled shift; provided, however, an employee who chooses to leave work during the regularly scheduled shift will not be compensated during the time not at work during the regular shift unless the employee takes vacation or comp time. Overtime pay is calculated at one and one half (1-1/2) times the employee's regular rate of pay.
- 4.1.1 Overtime Rotation - A list of regular employees from the least senior to most senior employee (hereafter "Seniority List") will be maintained for the Public Works crew. When overtime is available, employees will be contacted and offered overtime in order beginning with the next employee on the Seniority List following the employee who worked the last overtime opportunity until an employee is available to work the overtime. This rotation will continue for all overtime not related to shift completion or assigned special projects. The employee who is on stand-by duty and carrying the stand-by phone shall have the discretion on which employees to call in to work should additional personnel be needed.
- 4.1.2 Mandatory Overtime - Should no employee accept overtime when it is offered pursuant to Section 4.1.1, then the employer will assign the overtime from the least senior to most senior employee. Seniority shall be determined based on length of time with the City. In no event shall an employee with less than six (6) months experience be assigned to mandatory overtime. Mandatory overtime shall not affect the overtime rotation in Section 4.1.1.

- 4.2 Compensatory Time - An employee may request compensatory time off in lieu of overtime payment, subject to approval and scheduling by the City. Compensatory time shall be taken at the rate of one and one-half (1-1/2) times the actual time worked. As comp time represents an unfunded liability for the City, the maximum accrual of comp time is 40 hours unless extended in advance and in writing by the City Manager. Comp time exceeding the maximum accrual will be paid at the overtime rate at which it was earned. Part-time employees, who work more than their normal part-time hours, but fewer than 40 hours in a work week, are paid straight time or, with supervisor approval, accrue straight-time comp time for each hour worked up to 40 hours.
- 4.3 Callout - An employee who has left work and is called out to work after completion of his/her regular shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay. However, if the employee is called out less than two (2) hours from the time he/she is scheduled to start his/her regular shift, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay only for such time as occurs before his/her regular starting time. All call-out time worked outside of the employee's regular work hours shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay.
- 4.4 Standby - Except as otherwise provided herein, the current City policy regarding Standby Duty shall remain in effect. Standby duty may include week nights and weekends or other non-regular work hours. Standby hours will begin when an employee leaves work and end when the employee returns to work – except standby pay will not be paid Monday through Friday during the employee's normal work hours, including flex days or scheduled overtime work. Employees who are assigned Standby Duty shall receive three dollars and 00/100 (\$3.00) per hour for each hour of Standby Duty. Employees on Standby Duty shall not consume alcohol or controlled substances. Whether or not Standby Duty is eliminated, modified or expanded shall remain at the sole discretion of the City. During emergency events, standby pay shall not be paid between shifts. An employee on Standby Duty who is called out shall receive the applicable Callout rate. Employees who work one (1) full week of Standby duty, which shall be comprised of seven (7) consecutive days, shall have the option of receiving the compensation referenced above or to have eight (8) hours of compensatory time deposited into their compensatory time bank.
- 4.5 Temporary Assignment Pay - When an employee is temporarily assigned to assume all responsibilities as a substitute for an absent bargaining unit employee in a higher classification, the employee shall receive five percent (5%) above his regular rate of pay or Step A of the higher class (whichever is greater) for hours worked in such temporary assignment. No temporary assignment pay shall be paid for an assignment of duties for a period of less time than five (5) working days. The added compensation shall cease when the assignment ends.
- 4.5.1 Temporary assignment pay for assignments in which a bargaining unit employee works as a substitute in the absence of an employee working in a non-bargaining unit position shall be administered and compensated pursuant to applicable City policy. Any such assignment in excess of ten (10) consecutive working days shall be by mutual agreement between the employee and the City.
- 4.5.2 Unless otherwise provided herein, assignment of employees to temporary assignments in or out of the bargaining unit and the duration of such assignments shall remain at the sole discretion of the City.
- 4.6 Non-Emergency Travel - Employees shall be reimbursed for reasonable costs of vehicle operation, meals and lodging for travel and such related expenses away from the City in accordance with City policy.

- 4.7 Non-Pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Unless required by the Fair Labor Standards Act (FLSA), premium or overtime pay shall be based on the employee's regular straight-time rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Compensation received by any employee for reasons other than work actually performed at the employee's City job assignment, including but not limited to sick leave, vacation leave, holiday leave, funeral leave, compensatory time, civil and military leave shall not be pyramided one with another nor added to compensation for actual work performed during an employee's work schedule.
- 4.8 Emergency Shift – In the event that the City wishes to change to twelve-hour shifts in the event of an emergency, the schedule will be 11:30 p.m. to noon and 11:30 a.m. to midnight.

ARTICLE V WAGES

- 5.1 The classifications of work and monthly rates of pay for employees covered by this Agreement shall be set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the City may designate a job classification title and salary for the classification. The salary for any new classification in the bargaining unit shall be subject to negotiations at such time as the salaries for the subsequent contract are negotiated, or six (6) months after the classification is established, whichever is earlier.

ARTICLE VI HOLIDAYS

- 6.1 The following days are recognized as paid holidays for all regular full-time and regular part-time employees:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	See Below

- 6.2 Holiday time for a regular part-time employee is pro-rated based upon the number of hours in an employee's normal work schedule.
- 6.3 Whenever any legal holiday set forth in this section falls upon a Sunday, the following Monday shall be a legal holiday, with the exception of December 24th. When December 24th falls on a Sunday, it will be observed on the following Tuesday; when December 24th falls on a Friday, it will be observed on the preceding Thursday.
- 6.4 Floating Holiday: The floating holiday must be taken within the calendar year in which it is earned and must be scheduled in advance, subject to the approval of the employee's supervisor. Unused floating holiday time is not compensated upon termination.
- 6.5 To be eligible for the floating holiday in the current year, an employee must have been hired on or before March 31st. After six consecutive months of employment, the floating holiday will be added to the new employee's leave balance.

6.6 All full-time employees shall receive eight (8) hours if on a five eights schedule or nine (9) hours if on 9-80 schedule of pay per holiday.

ARTICLE VII VACATIONS

7.1 Regular full-time employees accrue vacation according to the following schedule unless other terms are negotiated during the hiring process:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
0-4 years	8 hours/month
5-9 years	10 hours/month
10-14 years	12 hours/month
15+ years	14 hours/month

7.2 After one month of employment, vacation leave may be used as soon as it is accrued. Vacations shall be scheduled at such times as the City finds most suitable after considering the wishes of the employee and the requirements of the department.

7.3 An employee may accumulate vacation up to a maximum of twice his/her annual accrual. Vacation accrual will cease when an employee reaches the maximum allowance. Upon written request and due to special circumstances, the City Manager may authorize additional accruals.

7.4 Upon separation, employees will be paid for accrued but unused vacation time as part of their final paycheck.

ARTICLE VIII LEAVES

8.1 All regular full-time employees shall accrue sick leave benefits at the rate of eight hours for each calendar month of continuous employment. Regular part-time employees shall accrue sick leave benefits on a pro-rated basis. Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years.

New employees are advanced 24 hours of sick leave upon employment, with 24 additional hours advanced after three months of employment. Employees who separate from the City prior to completing six months of employment shall reimburse the City for any used but unearned sick leave.

Sick leave may be used for:

- Personal illness or incapacity of the employee;
- Forced quarantine of the employee by a public health official;
- Care of the employee's dependent children under age 18 who are ill;
- Attend the birth of the employee's child;
- Use of a prescription drug that impairs job performance or safety;
- Medical or dental appointments of the employee or dependent children under the age of 18, when such appointments cannot reasonably be scheduled during off-duty time;
- Leave designated as Family Medical Leave Act (FMLA) Leave or Washington Family Leave Act (WFLA) Leave.
- To care for a child with a health condition that requires treatment or supervision;
- Care for a spouse/domestic partner, parent, parent-in-law, or grandparent with a "serious or emergency health condition" which are conditions:
 - a. Requiring an overnight stay in a hospital or other medical-care facility;
 - b. Resulting in a period of incapacity or treatment or recovery following inpatient care;

- c. Involving continuing treatment under the care of a healthcare provider that includes any period of incapacity to work or attend to regular daily activities, or
- d. Involving an emergency (i.e., demanding immediate action);
- Other situations to be authorized by the City Manager.
- Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Manager.

Note: In accordance with the Washington Family Care Act, for absences to care for a child with a condition requiring treatment or supervision, or to care for the above-listed family members with a serious or emergency health condition, an employee may use his/her choice of accrued leave (e.g., sick leave, vacation leave, compensatory time, floating holiday).

Payment of sick leave benefits is further conditioned upon the employee notifying the supervisor or designee of the employee's absence as outlined in the "Attendance" section (Chapter 4.01). Failure to provide the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).

The employee will be required to provide certification of illness and a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor, Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice and at the City's expense.

Employees will not be paid for any unused sick leave upon separation from City service.

Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to a reduction or elimination of sick leave benefits, repayment to the City of any amounts paid to the employee for such periods of absence, suspension, and/or discharge.

- 8.2 Bereavement Leave - Any regular employee who suffers a death in the immediate family shall receive up to three days leave with pay plus an additional two days of paid leave if traveling outside of Washington State. If additional time is needed, the City Manager may authorize use of accrued sick leave or the employee may use vacation leave or comp time.

For this policy, "immediate family" is defined as the employee's spouse, domestic partner, child, step-child, foster child, parent, brother or sister, brother- or sister-in-law, mother- or father-in-law, son- or daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt or uncle, aunt- or uncle-in-law, niece or nephew or any relative who lives in the employee's home.

- 8.3 Jury and Witness Leave - An employee who is called to serve on a jury or appear as a subpoenaed witness in any established court will be released from work to do so. During the period of such absence, the employee will receive his/her regular wage minus the amount received for jury duty or witness fee, excluding any amount for parking and transportation expenses. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty. It is expected that the employee will report to work if there is a break during jury duty when one is not required to report to the courts.

An employee who appears in court as a plaintiff or defendant, except in lawsuits involving the City, shall not be paid for time away from work unless that time is taken as accrued vacation leave, comp time, or floating holiday time.

- 8.4 Leave of Absence - Leaves of absence shall be at the discretion of the City. If approved by the City, an employee may take a leave of absence without pay or benefits. A leave of thirty (30) days or less shall not constitute a break in service. No seniority shall accrue during a leave of absence that exceeds thirty (30) calendar days; provided however,

seniority shall continue to accrue during Family Medical Leave under Section 8.7. Upon expiration of a leave of thirty (30) days or less, the employee shall be returned to his previously held job position.

8.5 Medical Appointments Necessitated by Active L&I Claims - Employees who are injured on the job and therefore have active Labor and Industries ("L&I") claims shall not be required to use sick leave, vacation, or leave without pay during the active claim to attend medical appointments necessitated by the on the job injury; provided that the employee provides employer with doctor's note verifying the appointment.

8.6 Shared Leave - Employees shall be eligible for shared leave in accordance with current City policy.

8.7 Family and Medical Leave - For the purposes of determining the twelve (12) week leave period provided by the Family and Medical Leave Act of 1993, such period shall run concurrent with the employee's accrued paid leave benefits. The amount of leave available for use is based on a rolling twelve (12) month period.

8.7.1 Washington Family Care - Employees may use sick leave for family care purposes in accordance with state law and the City's Personnel Policies.

8.8 Military Leave - Employees shall be granted leave for official military duty in accordance with applicable state and federal law.

ARTICLE IX HEALTH AND WELFARE BENEFITS

9.1 Health and Welfare Benefits will be provided consistent with the City of Burien's Personnel Policies as amended on December 21, 2015.

9.2 Teamsters Pension - The bargaining unit shall have the right to divert a portion of any wage increases provided by this Agreement to the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit.

ARTICLE X EQUIPMENT, UNIFORMS AND TRAINING

10.1 Equipment - The City shall provide each regular employee any safety equipment required as a condition of employment. The City will provide once during the contract the following items: one rain jacket, one pair of rain boots and one pair of rain pants. These items will remain the property of the City and must be returned upon leaving the City. Should any of these items be damaged or ruined in the course of day to day operations of work, the City shall replace any damaged or ruined gear upon receiving the equipment that has been damaged or ruined.

10.2 Uniforms - The City will provide each employee a clothing allowance of four hundred dollars (\$400) per year. The clothing allowance will be prorated for regular part-time employees. These funds will be shown as taxable income on the employee's paycheck.

10.3 Safety Boots - The City will provide reimbursement up to two hundred and fifty (\$250) dollars per calendar year for safety-toe footwear. Reimbursement will be based upon actual receipts provided by the employee.

10.4 Training - The City shall compensate employees to attend Employer required training necessary for maintenance of mandatory job related certifications unless the employee fails to recertify, in which case time spent retesting shall be on the employee's own time and at no cost to the City. Employees required to attend such training shall be paid at the employee's regular straight-time hourly rate of pay unless otherwise required by the Fair

Labor Standards Act. The City shall reimburse costs reasonably related to such training. Reimbursement for travel and other related expenses shall be in accordance with City policy.

ARTICLE XI DISCIPLINE

- 11.1 The City shall not discipline or discharge any post-probationary employee without just cause. Disciplinary action shall be progressive in nature; provided however, prior disciplinary actions shall not be required when the cause of suspension or discharge is theft, intoxication, disregard of public or employee safety, insubordination or acts of parallel magnitude. The nature and severity of the discipline shall be determined on an individual basis according to the particular circumstances. Disciplinary actions shall be administered in a timely fashion. A copy of any written notice of disciplinary action, except for notations of verbal warnings located in supervisor files per Section 11.2, shall be sent to the Union at the time it is issued to the employee.
- 11.1.1 Following a documented verbal or a written disciplinary notice, if an employee has no further incidents for three (3) years, those previously documented verbal warnings and/or written disciplinary notices will not be considered in future disciplinary matters.
- 11.2 Various disciplinary actions available may include, but are not limited to, the following: verbal warning (notation will be placed in the employee's supervisor file), written warning, suspension without pay, and discharge. Unless otherwise agreed, any disciplinary actions shall remain in the employee's personnel file and given appropriate weight in subsequent personnel actions.
- 11.3 Discipline shall continue to be administered in accordance with Section 9 of the City's Personnel Policies as they presently exist or are hereafter amended. In the event of a conflict between the Personnel Policies and the provisions of the Article, the provisions of this Article shall prevail.
- 11.4 When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to the loss of pay or position of that employee, the City shall advise the employee that he has the right to be accompanied at the investigatory interview by a representative of the Union. It is recognized that the employee may not insist that a particular Union representative be present. The foregoing provisions shall not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed correction of work techniques; nor shall they apply to meetings at which discipline is simply administered.
- 11.5 The Union shall have the right to appeal any disciplinary action through the grievance procedure to determine whether the employee was properly disciplined; provided however, that appeal of any discipline to Step 3 of the grievance procedure shall be limited to disciplinary actions by the City that result in loss of pay (i.e. suspension) or position (i.e. discharge) of an employee. Other forms of discipline may be appealed through Step 1 and 2 of the grievance procedure and the decision of the City Manager shall be final.
- 11.6 Except in cases of discharge, if the grievance procedure in Article XII will be used, the Union shall request in writing that the discipline not be administered unless and/or until it is sustained following completion of the grievance procedure.

ARTICLE XII GRIEVANCE PROCEDURE

- 12.1 A grievance shall be defined as a dispute pertaining to the proper application and interpretation of any and all of the provisions of this Agreement. The sole and exclusive method of processing grievances shall be by utilizing the following procedure:

12.1.1 STEP 1 - A grievance shall first be presented to the employee's immediate supervisor within fourteen (14) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence (but in no event more than 60 days), or it shall not be subject to the grievance procedure. Upon receiving the grievance, the Supervisor shall meet with the employee within fourteen (14) calendar days and shall attempt to resolve the grievance within fourteen (14) calendar days of said meeting, with a copy of the response to the Union. In the case where the Union wishes to notify the City of a grievance on behalf of an employee, said notification will be done in writing.

12.1.2 STEP 2 - If the grievance is not resolved at STEP 1, the grievance, in writing, may be presented to the Department Director by the Union. The written grievance shall be submitted to the City within fourteen (14) calendar days of the Union's receipt of the STEP 1 response. The written grievance shall include a statement of the issue, the Section of the Agreement allegedly violated and the remedy sought. The Department Director shall thereupon schedule a meeting with the Union Representative for purposes of attempting to resolve the grievance. The Department Director shall issue a written response to the grievance within fourteen (14) calendar days after the grievance meeting.

12.1.3 STEP 3 - If the grievance is not resolved at STEP 2, the grievance may be advanced to the City Manager or designee within fourteen (14) calendar days of the Union's receipt of the STEP 2 response. The City Manager or designee shall thereupon schedule a meeting with the Union Representative for purposes of attempting to resolve the grievance. The City Manager or designee shall issue a written response to the grievance within fourteen (14) calendar days after the grievance meeting.

12.1.4 STEP 4 - If the grievance is not resolved at STEP 3, the Union may refer the matter to a third (3rd) neutral party who shall serve as an impartial arbitrator. The notice to arbitrate shall first be made to the City Manager or designee within fourteen (14) calendar days of the Union's receipt of the STEP 3 response. As soon as possible thereafter, the parties shall request a list of names from the Washington State Public Employment Relations Commission (PERC) Dispute Resolution Panel and shall meet to select the arbitrator by alternately striking names from the list of PERC arbitrators until only one (1) name remains. The remaining names shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute.

12.2 If any of the arbitrators are not available, a replacement shall be selected by mutual agreement of the parties.

12.3 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

12.4 Each party shall bear the expense of presenting its own case. The expense of the arbitrator shall be borne equally by the City and the Union.

12.5 The timelines contained within each step of the Grievance Procedure may be waived/extended by agreement between the Employer and the Union.

ARTICLE XIII MISCELLANEOUS

13.1 Gender - Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply to either gender.

- 13.2 Benefits for Regular Part-Time Employees - Except as otherwise provided in this Agreement, regular part-time employees shall receive holidays, vacation, leaves, and health and welfare benefits on a pro rata basis in the same percentage as the employee's regularly scheduled hours relate to a forty (40) hour week. For example, if a regular part-time employee normally works twenty (20) hours per week, the employee shall receive 20/40ths, or fifty percent (50%), of the benefits received by a full-time employee.
- 13.3 Labor-Management Conference Committee - The City and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the City and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the City and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the City or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.
- 13.3.1 In the event a contracting out decision by the City is expected to result in the layoff of bargaining unit member(s), the Union may address the issue(s) in advance in Labor-Management Conference Committee pursuant to Article 13.3.
- 13.4 Entire Agreement - 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. Anything not covered by this Agreement shall not be construed as part of this Agreement.
- 13.5 Continuation of Work - The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate in any strike, work stoppage, slowdown, or join in any strike, work stoppage, slow down, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by any other labor organization when called upon to cross such picket line in the line of duty provided, however, that the City will not require employees to cross a picket line when notified by the employees of circumstances which a reasonable person would perceive as a clear, imminent threat of violence to the employees. Disciplinary action, up to and including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.
- 13.5.1 In the event of a strike, work stoppage, slowdown, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work of employees under the Union's jurisdiction.
- 13.5.2 Failure of an employee to return to work within twenty-four (24) hours of notice by the Union or Employer that such failure to comply is in violation of this Article shall forfeit their right to protest discipline or discharge through the grievance procedure.
- 13.6 Drug and Alcohol Testing - The parties have agreed to implement the Department of transportation requirements for CDL drug and alcohol testing and the City of Burien Drug and Alcohol Testing Policy and Procedure. The agreement of the parties shall be made part of this Agreement and incorporated herein.
- 13.7 Union Business. The City shall afford a reasonable amount of time for union meetings on City property during breaks or lunch periods. The City reserves the right to refuse to allow the meeting on City property when it determines that the meeting will interfere with City operations. The union representative and/or employees shall give the supervisor as much advance notice as reasonably possible.

- 13.8 Domestic Partner – A person whom a City employee identifies as his or her domestic partner by completing an Affidavit of Domestic Partnership will be provided the same consideration as an employee's "spouse" and spouse's family member for purposes of this Agreement.

ARTICLE XIV MANAGEMENT RIGHTS

- 14.1 Except as otherwise expressly provided in this Agreement, the City has the right to determine how to provide municipal services, including without limitation, the right to contract out or assign bargaining unit work to non-bargaining unit personnel and to non-City employees; to contract out for goods and services (the City recognizes the intrinsic value of employing regular full-time staff); to determine and modify hours of work and work schedules; to schedule vacation leave and other absences from work; to hire, layoff, promote, demote, train and transfer employees; to determine and modify job designs, duties and qualifications of job classifications; to assign work and make use of the valuable contributory service of volunteers; to manage and direct employees; to establish and enforce reasonable rules and regulations and standards of performance, attendance and conduct; to discipline and discharge employees; to determine the size and composition of the workforce; to determine the methods, location, means and processes by which work shall be accomplished; to determine and modify the services to be rendered; to evaluate employees; to schedule overtime work as required and most advantageous to the City; to determine safety, health and property protection measures for the City; to select and use equipment and supplies; to require medical/physical examinations as necessary to ensure that employees are medically qualified to perform the essential functions of the job; to build, move or modify its facilities; to take whatever actions are necessary in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

Personnel Policies - The City of Burien Policies (e.g. Personnel Policies) shall apply to members of this bargaining unit. However, in the event of a conflict between a provision of this Agreement and any guideline, regulation, ordinance and/or rule of the City, the provision of this Agreement shall control. It is also expressly understood that the grievance procedures in this Agreement completely replace (and are not in addition to) any process set forth in such Burien Policies and completely replace any appeal process of any other City Board, Department, Commission or Agency of the City, and further that employees covered in this Agreement shall not have recourse to any such set of procedures. In addition, the parties agree that the City has the sole right to amend, modify, adopt or change any policies (that are not mandatory subjects of bargaining), including the Personnel Policies, without first negotiating such change with the Union.

ARTICLE XV SAVINGS CLAUSE

- 15.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. The City and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE XVI DURATION

16.1 Except for those provisions that state otherwise, this Agreement shall be effective on the first of January 1, 2018 and remain in full force and effect through December 31, 2020.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

CITY OF BURIEN, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Brian J. Johnson, City Manager

Date 12-19-17

Date 01/02/2018

APPROVED AS TO FORM:
[Signature]

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF BURIEN, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION-NO. 763
(Representing the Public Works Maintenance Employees)

January 1, 2018 through December 31, 2020

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF BURIEN, WASHINGTON, hereinafter referred to as the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union

A.1 Effective January 1, 2017, the classifications of work and rates of pay for each classification covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>MONTHLY RATES OF PAY</u>				
	A	B	C	D	E
Public Works Maintenance Worker 1	3877	4071	4275	4489	4713
Public Works Maintenance Worker 2	4280	4494	4719	4955	5203
Public Works Maintenance Worker 3	4964	5212	5473	5747	6034

A.1.1 Effective January 01, 2018, the monthly rates of pay in effect on December 31, 2017, shall be increased by three percent (3%)

A.1.2 Effective January 01, 2019, the monthly rates of pay in effect on December 31, 2018, shall be increased by 100% of CPI-U for Seattle for June 2017 to June 2018 rounded to the nearest 1/10th percent, whichever is greater; provided, however, that in no instance shall the increase be less than 1%.

A.1.3 Effective January 01, 2020, the monthly rates of pay in effect on December 31, 2019, shall be increased by 100% of CPI-U for Seattle for June 2018 to June 2019 rounded to the nearest 1/10th percent, whichever is greater; provided, however, that in no instance shall the increase be less than 1%.

A.2

The City shall reimburse all employees who as part of their job classification must have and maintain a Commercial Driver's License (CDL) all fees and renewal costs associated with maintaining their CDL.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF BURIEN, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Brian Johnston, City Manager

Date 12-19-17

Date 01/02/2018

APPROVED AS TO FORM:
[Signature]

