

## RESOLUTION NO. 332

**A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WOODINVILLE AND TEAMSTERS LOCAL 117, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

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**WHEREAS**, a new collective bargaining agreement has been negotiated with Teamsters Local 117 for the period of January 1, 2007 to December 31, 2009;

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

**Section 1.** The collective bargaining agreement between the City of Woodinville and Teamsters Local 117, effective January 1, 2007 through December 31, 2009 is hereby adopted.

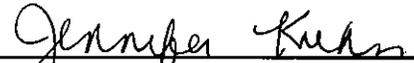
**Section 2.** The City Manager is hereby authorized to make minor administrative changes, if necessary, to the collective bargaining agreement described herein, and to execute the agreement on behalf of the City of Woodinville City Council.

**Section 3.** Severability. If any section, sentence, clause, or phrase of this Resolution or any resolution adopted or amended hereby, should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

**RESOLVED this 2<sup>nd</sup> day of April 2007.**

  
\_\_\_\_\_  
**CATHY VONWALD, MAYOR**

**ATTEST/AUTHENTICATED:**

  
\_\_\_\_\_  
**JENNIFER KUHN**  
**CITY CLERK/CMC**

RECEIVING NO. 2805  
DATE 4-4-07  
CITY CLERK QJK  
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# AGREEMENT

By and Between

**City of Woodinville  
Public Works Department**

And

**Teamsters Local Union No. 117**

**Affiliated With The  
International Brotherhood Of Teamsters**



**Term of Agreement  
January 1, 2007 – December 31, 2009**

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# AGREEMENT

by and between

CITY OF WOODINVILLE  
and  
TEAMSTERS LOCAL UNION NO. 117

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## PREAMBLE

This Agreement is made by and between the City of Woodinville, hereinafter referred to as the "City", and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

## ARTICLE 1 – VOLUNTARY RECOGNITION AND UNION MEMBERSHIP

1.01 Voluntary Recognition – The Employer recognizes Teamsters Local Union No. 117 as the exclusive bargaining representative for all full-time and regular part-time maintenance employees in the Public Works Department, excluding Supervisors, Confidential employees and all other employees.

1.02 Temporary employees who work less than one thousand forty (1,040) hours a year and part-time employees who work less than eighty (80) hours in a month, supervisors and confidential employees are excluded from the bargaining unit.

1.02.1 If the City deems it is necessary to extend the work assignment duration of a temporary employee beyond one thousand forty (1,040) hours, the City will notify the Union prior to implementing an extension to discuss the time extension.

1.03 Union Membership – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and all those who are not members of the Union on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of the Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

1.03.1 If an employee does not wish to be a member of the Union, the employee may pay an amount equivalent to the regular dues and initiation fees to the Union, less the amounts not related to collective bargaining and contract administration services rendered by the Union. However, such an employee shall not be eligible to vote in and participate in union meetings or activities.

1.03.2 Failure by an employee to abide by the provisions of Section 1.03 or 1.03.1 shall constitute cause for discharge of the employee, provided that when the employee fails to fulfill his/her obligation, the Union shall provide the Employer and the employee a two (2) week notification, in writing, of the Union's request to initiate the discharge proceedings. During this period, the employee may make restitution in the amount that is due to the Union. Upon timely receipt of the restitution, the Union's request for discharge shall be withdrawn.

1.04 Union Dues or Fees / Payroll Deduction – The Employer shall deduct union dues or fees under Section 1.03.1, for all employees who individually and voluntarily authorize in writing such payroll deduction from each month's paycheck. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union.

1.05 Religious Exemption – Nothing in this Agreement shall deprive an employee covered by this Agreement the right to non-association based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such an employee shall pay an amount of money equivalent to the regular Union dues and fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

1.06 Union Notification – Within ten (10) calendar days from the date of hire of a new bargaining unit member, the City Manager shall forward to the Union the name and address of the new employee. The City Manager shall promptly notify the Union of all employees leaving its employment.

1.07 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or any and all other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon documents or cards or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

## **ARTICLE 2 – UNION RIGHTS**

2.01 **Shop Steward** – The Union may appoint a shop steward. Immediately after appointment of its shop steward, the Union will furnish the Employer with the name of the employee so appointed. The shop steward shall function as the Union's representative on the job. The shop steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of the Agreement. Under no circumstances shall a shop steward interfere with orders of the Employer or change working conditions.

2.02 **Business Representative Access** – An authorized representative of the Union shall have access to the Employer's establishment during working hours for the purpose of investigating grievances, working conditions, ascertaining that the provisions of this Agreement are being adhered to and for regular visitation. The Union shall provide the Employer with notice prior to such visitations. Under no circumstances shall such access interrupt the Employer's working schedule or operations.

2.03 **Bulletin Board** – The Employer shall provide a bulletin board at a central location. The Union bulletin board shall be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union Officers, information bulletins containing only factual reports of the progress or results of Union-Employer negotiations, and other union-related matters. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to the shop steward. Information of special interest to all employees is posted on the City bulletin boards. Employees may not post any information on City bulletin boards without authorization of the City Manager.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, subject to the terms and conditions of this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
- b. To plan direct, control and determine the operations or services to be conducted by employees of the City;
- c. To determine the methods, means, number of personnel needed to carry out the Department's mission including new or improved methods, equipment or facilities and to determine the size of the work force and to establish work and productivity standards;

- d. To direct the working forces and determine the need for additional educational courses, training programs, on-the-job training and cross training;
- e. To hire and assign or to transfer employees within the Department, to schedule and assign work and to assign overtime;
- f. To promote, suspend, discipline or discharge employees for just cause;
- g. To layoff or relieve employees due to lack of work, budgetary restrictions, or reorganization or restructuring, or for other legitimate reasons;
- h. To make, publish and enforce reasonable rules and regulations;
- i. To utilize the services of temporary employees to augment, but not supplant, regular employees;
- j. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City Manager or Mayor.

3.02 Contracting Out – The City will make reasonable effort to utilize its employees to perform all work, but the City reserves the right to contract out for work. Should the City consider contracting out bargaining unit work, the City shall give the Union a minimum thirty (30) day written notice of such consideration, including the reasons for the contracting out. Prior to the City making a final decision, the Union shall have a minimum of ten (10) days from the receipt of the notice to meet with the City and provide input and state its case for or against contracting out bargaining unit work. The decision to contract out rests with the City, after full and reasonable consideration of the case presented by the Union. The City and the Union shall negotiate the impacts of such contracting out on the employees, as required by law.

The City shall make available to the Union upon request a description of the services to be so performed.

3.02.1 The process set forth in Section 3.02 shall not apply to short-term contracting in response to emergencies, unforeseen circumstances or situations where specialized skills or equipment is required.

#### **ARTICLE 4 – DISCIPLINE AND DISCHARGE**

4.01 No employee shall be disciplined, suspended, or discharged without just cause.

4.02 An employee may request a Union Representative during an interview regarding an incident or wrongdoing, which may lead to disciplinary action. If so requested by the employee, the Employer shall allow a Union Representative to attend such interview.

4.03 Written reprimands, suspensions, or discharges must be given by registered or personally delivered with a written acknowledgement of receipt. A copy of all written reprimands, suspensions, or discharges shall concurrently be forwarded to the Union.

4.04 Before making a final decision to suspend or discharge an employee, the employee will be afforded an opportunity to respond to the allegations or claimed misconduct. The Union Representative shall be notified of the pending decision and be given a reasonable opportunity to attend such meeting.

4.05 Upon reasonable notice to the Employer, employees shall be allowed access to their personnel files. Employees shall be allowed to respond in writing to any document contained therein. Any written response shall be included in the employee's personnel file.

#### **ARTICLE 5 – NON-DISCRIMINATION**

The Employer and Union shall cooperate to assure that no employee is discriminated against by reason of race, religion, creed, color, national origin, sex, age, disabilities, marital status, Union activities or any other protected classification under federal, state, or local law.

#### **ARTICLE 6 – HOURS OF WORK, OVERTIME AND COMPENSATORY TIME**

6.01 Hours of Work – The workweek for regular full-time employees shall normally be comprised of five (5) consecutive equal days of eight (8) consecutive hours of work totaling forty (40) hours and two (2) consecutive days off. By mutual agreement between the Employer and the effected employees, an alternative workweek schedule (e.g. four (4) days of ten (10) hours work) may be implemented. The Employer may establish part-time schedules at its discretion.

6.01.1 Workweek – The standard workweek, for purposes of calculating overtime is defined as Monday 12:00 a.m. through Sunday 11:59 p.m.

6.02 Starting Time – Each employee shall be assigned a regular starting time. The normal start time shall be 7:00 a.m. The start time may be adjusted to 6:30 a.m., when daylight allows. No employee's start time will be changed to avoid overtime. Changes to a full-time employee's regular start time shall not be made without a fourteen (14) calendar days notice. The fourteen (14) day notice may be waived by mutual agreement between the employee and the Employer.

6.03 Rest Breaks – Employees shall receive a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour period. No employee shall be required to work more than three (3) hours without a rest period.

6.04 Meal Periods – The Employer shall provide each employee an unpaid one-half (½) hour meal period between the start of the third (3<sup>rd</sup>) and end of the fifth (5<sup>th</sup>) hour of each shift.

6.04.1 Meals – When an employee is required to work twelve (12) hours or more on any shift as an extension of the day, the City may provide meals to the employees. The employee shall have the option to purchase a meal and be reimbursed by the City up to the following amounts:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$25.00

6.04.2 Employees called back to work or called to work on the employees' scheduled day off shall be eligible for the meal provision dollar amounts set forth in Section 6.04.1 when he/she works four (4) hours or more.

6.05 Overtime – Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, at the discretion of the employee, when they work more than forty (40) hours during a regular workweek. Such overtime shall be calculated at one and one-half (1 ½) times the employee's regular rate of pay for all time worked beyond the established workweek. If the employee has already earned forty-five (45) hours or more of compensatory time, the employee will be paid overtime.

- a. Employees are not permitted to work overtime or work outside of the established workweek without advance approval from the employee's department director.
- b. When computing overtime, holidays, sick leave, floating holidays, vacation and other compensated time off are counted as hours worked.
- c. Shift extensions are assigned to the weekly standby duty employee(s).
- d. All other overtime assignments shall first be offered, on a rotating basis, to regular full-time employees, then to regular part-time employees. If the Employer is then unable to fill the overtime requirement, the work may be assigned at the discretion of the Employer.

6.06 Callback – All employees are subject to call back in emergencies or as needed by the City to provide essential services to the public.

6.06.1 Employees that are called back to work after having left the work location upon completion of their shift, shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times their regular rate of pay. Any time worked in excess of the three (3) hours on such call back shall be compensated at one and one-half (1 ½) times the regular rate of pay; provided however, the overtime rate will only apply for that period from the callout to the start of the work shift. The calculation of time worked, for purposes of determining when callback pay begins, is when the employee reports to the worksite.

6.07 Standby Duty Allowance

6.07.1 Eligibility – Standby duty will be requested by the department director in advance and approved by the City Manager. Employees may volunteer for standby duty, or if such volunteers are unable to fill the need for standby duty, the City Manager or department director may assign employees to standby duty.

6.07.2 Availability – An employee on standby duty is required to remain available by cell phone and/or pager provided by the City. An employee on standby duty must be fit for duty and able to respond to City Hall or the service site within thirty (30) minutes of receiving the call. An employee on standby duty may be provided a City vehicle while on duty. Failure to respond and report to work may subject the employee on standby to disciplinary action up to and including termination.

6.07.3 Standby Pay – Effective January 1, 2007, employees assigned to standby duty outside their standard hours of work shall be paid two dollars and fifty cents (\$2.50) for each hour of standby. Employees called into work during standby duty will receive overtime pay calculated at one and one-half (1 ½) times their regular rate of pay. Employees called into work during standby duty, will receive standby pay in addition to overtime pay.

6.08 Compensatory Time – Employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. If the compensatory time option is exercised, the employee is credited with one and one-half (1 ½) times the hours worked as time off. Maximum accruals of compensatory time shall be limited to forty-five (45) hours. After the maximum accrual, overtime compensation shall be paid. The use of compensatory time shall be by mutual agreement between the Employer and the employee.

6.09 Work in Higher Classification – When an employee is temporarily assigned to work in a higher classification by the Employer or designee, he/she shall be paid at the first step of the higher classification or at a step in the classification that represents at least a five percent (5%) pay increase over his/her current rate of pay, whichever is the greater, not to exceed the maximum of the higher classification pay range.

6.09.1 Work in Higher Classification Hours Requirements - A Maintenance Worker II must work eight (8) consecutive hours (or one (1) full work day if on an alternative work schedule) in the higher classification in order to receive the higher rate of pay and a Maintenance Worker III must work twenty-four (24) hours (or three (3) full consecutive work days if on an alternative work schedule) in a higher classification to receive the higher rate of pay.

6.09.2 The temporary wage increase shall become effective after the established hour/day threshold is met and is retroactive to the beginning of the assignment.

## **ARTICLE 7 – PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES**

7.01 Probation Period – A new employee shall be subject to a six (6) month probation period commencing with the employee's most recent first date of hire. During this period, the employee may be subject to immediate dismissal at any time at the sole discretion of the Employer without any rights under the Grievance Procedure.

7.01.1 A current bargaining unit employee who is promoted to a vacant full-time position within the bargaining unit shall also serve a six (6) month trial period in the new position. During this period, the employee may be removed from the new position and returned to the employee's former position at the Employer's discretion or the employee's choosing.

7.01.2 An employee's probation period may be extended for up to an additional six (6) months (when needed due to circumstances such as extended illness, a need to continue to evaluate marginal performance, or for any other purpose as deemed necessary by the employee's supervisor) to properly evaluate the employee's performance.

7.01.3 All newly hired employees, and former employees who have been rehired accrue vacation and sick leave but are not eligible to use vacation until after their six (6) month period is completed. Employees may use sick leave during their probation period.

7.02 Layoff – The City Manager may lay off employees for lack of work, budgetary restrictions or reorganization or restructuring of the work force. Affected employees will be given as much notice as possible, with a minimum of ten (10) working days notice, before such layoff becomes effective. Reasonable effort shall be made to transfer affected employees into other positions.

7.02.1 Temporary or casual employees performing similar work in the same department will be laid off before regular employees are affected.

7.02.2 In determining which regular employee is to be laid off, consideration will be given to individual performance and the qualifications, as reasonably determined by the City, required for remaining jobs within respective classifications. Seniority will be the determining factor when performance and qualifications are equal. If an employee in a higher classification is laid off, he/she may bump the least senior employee in a lower classification, provided that he/she is qualified to perform the work. The criteria for qualifications shall include; past work record, quality of work and attendance.

7.02.3 All employees on layoff are responsible to keep the Employer informed of the address and telephone number where he/she can be contacted. Recall rights for employees exist for a period of twelve (12) months after layoff.

7.02.4 In lieu of layoff, the Union and the City may explore options to the layoff. If the parties deem the option(s) feasible, such option(s) may be put into effect if approved by the City Manager.

7.03 Recall – Recalls shall be in reverse order of layoff, provided that the recalled employee(s) are qualified for the position and can perform the duties required as determined by the Employer.

7.03.1 When the Employer recalls an employee; the employee must be notified by registered mail that the employee is being recalled to work. The employee will be given seven (7) calendar days from receipt of the recall notice to respond by written notice or facsimile of the employee's intent to return to work. If the employee fails to contact the Employer within that time frame, the Employer's obligation to recall the employee shall cease and no future obligation shall exist. If an employee decides not to return to work upon recall and so notifies the Employer, the employee forfeits all future recall rights.

7.04 Job Vacancies – When a full-time job vacancy occurs within the bargaining unit, current employees shall be given first consideration for filling the vacancy, based on their seniority, qualifications and ability to perform the duties of the vacant job. Nothing in this paragraph requires the Employer to hire a current employee for a job vacancy.

7.04.1 Notices of full-time job vacancies shall be posted on the Union bulletin board for five (5) working days. Current employees who desire consideration for openings shall notify the Employer in writing during the five (5) workday period the notice is posted.

7.05 Seniority List – Upon request, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, including present classification, date of hire, and present rate of pay.

**ARTICLE 8 – HOLIDAYS**

8.01 Full-time employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr.'s Birthday Day	3 <sup>rd</sup> Monday of January
Presidents' Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day after Thanksgiving Day	4 <sup>th</sup> Friday of November
Christmas Day	December 25 <sup>th</sup>
2 Floating Holidays*	Employee's choice authorized by the Employer

\* Equals two (2) eight (8) hour days

8.02 In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

8.03 Full-time employees will be paid or receive compensatory time off for the holiday plus one and one-half (1 ½) times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the supervisor.

8.04 Part-time employees will be paid or receive compensatory time off for the holiday on a pro-rated basis according to the employee(s) work schedule.

**ARTICLE 9 – LEAVES**

9.01 Vacation Leave – Each full-time employee is entitled to accrue vacation leave as follows:

<u>Length of Service</u>	<u>Hours of Leave per Calendar Month of Service</u>	<u>Annual Leave in Days per years of Service</u>	<u>Annual Leave in Hours per years of Service</u>
0 - 12 mth/1 <sup>st</sup> yr	6.67 hours	10 days	80 hours/yr
13 - 48 mth/2 <sup>nd</sup> - 4 <sup>th</sup> yr	8.67 hours	13 days	104 hours/yr
49 - 84 mth/5 <sup>th</sup> - 7 <sup>th</sup> yr	10 hours	15 days	120 hours/yr
85 - 132 mth/8 <sup>th</sup> - 11 <sup>th</sup> yr	12 hours	18 days	144 hours/yr
133 + mths/12 + yrs	16 hours	24 days	192 hours/yr

All regular full-time and part-time employees must satisfactorily complete their probation period to be entitled to the use of vacation leave.

9.01.1 Regular part-time employees will receive vacation based on a pro-rated basis, according to the employee’s work schedule.

9.01.2 Vacation shall be scheduled with notice to the Employer and shall be granted on a seniority basis. Vacation leave must be accrued before it can be used. Leave requests should be submitted at least two (2) weeks prior to taking vacation leave, in order to avoid disruption of departmental operations.

9.01.3 The maximum number of unused hours of vacation leave an employee may carry forward from one (1) calendar year to the next is limited to two (2) times the employee’s annual accrual. Any leave accruals exceeding the maximum carryover on December 31<sup>st</sup> of each year will automatically be forfeited. In cases where City operations have made suitable arrangements with the department director and approved by the City Manager, additional accruals may be authorized.

9.01.4 Upon separation from employment, an employee shall be paid at the employee’s most recent rate of pay for all accumulated vacation time.

9.02 Sick Leave – Full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment.

- a. Regular part-time employees will accrue sick leave benefits on a pro-rata basis according to hours worked.
- b. Employees accrue and may use sick leave during their probation periods.
- c. Employees do not accrue sick leave during a leave without pay.

9.02.1 Sick leave covers situations in which an employee is absent from work due to:

- a. Physical injury or illness to the employee;
- b. The need to care for a child under age eighteen (18) with health conditions who require supervision or treatment as defined by state and/or federal law; spouse, parent (including biological parents and persons who acted as parents such as a step-parent), parent-in-law or grandparent with a serious or emergency health condition as defined by state and/or federal law; or an adult child incapable of self-care due to a mental or physical disability with a health condition that requires supervision or treatment as defined by state and/or federal law;
- c. Medical or dental appointments for the employee or child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- d. Exposure to a contagious disease where on-the-job presence of the employee could jeopardize the health of others;
- e. Use of a prescription drug which impairs job performance or safety;
- f. A temporary disability; or;
- g. Inpatient and outpatient medical care.

9.02.2 A certificate from the employee's health care provider, verifying the illness or injury, may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second health care professional at the City's expense to determine whether the employee suffers from a disability or other physical or mental condition, which impairs his/her ability to perform the job.

9.02.3 Leave Without Pay – Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their Department Director's and City Manager's prior approval, take leave without pay, up to a maximum of ninety (90) days. The City Manager will evaluate the likely return-to-work date at the end of the ninety (90) day leave period to determine whether further accommodation through time off is reasonable.

9.03 An employee who is habitually absent, due to chronic incapacity, illness or disability may be separated from employment if the disability renders the employee unable to perform the essential functions of the position. The Employer shall attempt to make reasonable accommodations, as required by law. If the employee does not have a disability and when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City, the employee may be subject to discipline, up to and including termination.

9.04 Jury Duty – Employees who serve on a jury shall receive full pay for the duration of the trial, so long as such assignment is verified in writing by the court. Employees will be expected to return to work and work the remaining regularly scheduled hours on any workday when they are released from jury duty or otherwise not required to be at court for jury duty.

9.04.1 An employee will be granted leave at his/her regular rate of pay and benefits on those days he/she is waiting at the court's direction to be available for jury duty, is actually serving on a jury, or is subpoenaed as a nonparty witness.

9.04.2 Compensation received for jury duty or witness fees, except mileage reimbursement, and parking fees must be reimbursed to the City within five (5) days of receipt.

9.04.3 The City may ask the employee to request a waiver, or postponement from jury duty if an employee is summoned during a critical work period. The City reserves the right to temporarily replace an employee who is appointed to serve on a jury or as a court witness.

9.05 Bereavement Leave – An employee will be entitled to three (3) working days of bereavement leave a calendar year due to the death of an immediate family member.

9.06 Use of sick leave in lieu of bereavement leave – An employee eligible for sick leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of two (2) working days per calendar year due to the death of an immediate family member.

9.07 For purposes of this Article, "immediate family" shall be defined as spouse, biological parent of the employee or an individual who stood in loco parentis to the employee, daughter, son, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

10.01 A "grievance" shall mean a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement.

10.02 Step 1 – An employee must present a grievance within ten (10) working days of its alleged occurrence or knowledge of the incident to the supervisor, who shall attempt to resolve it within ten (10) work days after it is verbally presented to him/her. The employee shall inform the supervisor if their conversation constitutes a grievance to which the supervisor must respond. Regardless of whether the grievance is resolved or denied, the supervisor's decision shall be reduced to writing and given to the employee.

10.03 Step 2 – If the employee is not satisfied with the supervisor's decision, the grievance shall be reduced to writing specifying the provisions of the contract allegedly violated, relevant facts, and the remedy sought. The Union Representative shall submit the written grievance to the Department Director within ten (10) workdays after the employee's receipt of the supervisor's Step 1 response. The Department Director shall review the grievance within ten (10) workdays after receipt from the Union. The Director shall meet with the Union in an attempt to resolve the matter. The director shall then submit to the Union his/her response to the grievance in writing within ten (10) workdays after the meeting with the Union.

10.04 Step 3 – If the Union is not satisfied with the Department Director's decision, the grievance shall be submitted to the City Manager within ten (10) workdays after the Union's receipt of the Department Director's response. The City Manager shall meet with the Union in an attempt to resolve the matter. The City Manager shall then submit to the Union his/her response to the grievance in writing within ten (10) workdays after the meeting with the Union.

10.05 Step 4 – If the grievance is not resolved at Step 3, the Union may make a written request to move the grievance to arbitration. Such request must be made to the City Manager within thirty (30) workdays following the date of the City Manager's response at Step 3. The Union will also file at the same time (within thirty (30) workdays) a request to the Federal Mediation and Conciliation Service (FMCS), with a copy to the City Manager or designee. The FMCS request will ask for a panel of nine (9) arbitrators from states of Washington and Oregon. The arbitrator will be selected from the FMCS panel. The

Employer's representative and the Union's Representative shall each alternately strike a name from the list until one (1) name remains. The remaining name will serve as the arbitrator. The arbitrator will be bound by the voluntary labor arbitration rules of the FMCS. The decision of the arbitrator will be final and binding upon all parties to the dispute. The arbitrator will have no power to add to, subtract from, disregard, modify, or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to interpret and apply the provisions of this Agreement in reaching a decision.

10.06 Cost of Arbitration – The cost of the arbitrator shall be borne equally by both the Employer and the Union. Each party shall bear the cost of presenting its own case.

10.07 Timelines – Timelines under this Article may be extended by written mutual agreement of the parties responsible for addressing the grievance at each step, unless mutually agreed between the Employer and the Union. Failure to follow the timelines will result in the forfeiture of the grievance by the moving party, unless the timelines have been waived or extended.

## **ARTICLE 11 – PENSION**

PERS – Pension for employees and contributions to the Public Employee's Retirement System (PERS) shall be governed by Washington State Statute.

## **ARTICLE 12 – HEALTH AND WELFARE INSURANCE**

12.01 Medical – The City agrees to continue to contribute a monthly monetary amount necessary to pay 100% for the Association of Washington Cities (AWC) Plan A Medical insurance for employees and 90% for the employee's spouse and children.

The City agrees to continue to contribute up to premium amounts set forth for Plan A towards the medical coverage for those employees and their spouse and children that opt to enroll in the AWC Group Health medical insurance plan.

12.02 Dental – The City agrees to contribute a monthly monetary amount necessary to pay 100% for the AWC Plan A Dental plan for employees and their spouse and dependants.

12.03 Vision – The City agrees to contribute a monthly monetary amount necessary to pay 100% for the AWC Vision plan for employees and their spouse and dependants.

12.04 Term Life Insurance – The City shall provide each employee with a \$10,000 term life insurance policy at no cost to the employees.

12.05 Employee Assistance Plan – The City shall provide an Employee Assistant Program for the use by each employee at no cost to the employees.

12.06 Flu Immunization – The City shall provide annually to all regular full-time employees and part-time employees, who work at least twenty (20) hours a week, influenza immunization; provided that the vaccine is available and further provided that the immunization will only be available through the Wellness Program at City Hall on the dates, times and places specified by the program.

12.07 Regular Part-time Employees – The City agrees to contribute a monthly monetary amount and allow participation of regular part-time employees who work at least twenty (20) hours a week, on average, equal to full-time employees for dental, vision and term life insurance. The City shall provide for medical insurance and the Employee Assistance Plan for regular part-time employees who work at least twenty (20) hours a week, on average, on a pro rata basis.

12.08 Benefits Committee – The bargaining unit shall have at least one (1) member who may participate on the City's benefits committee. The employee shall be compensated his/her regular rate of pay while participating as a member of the benefits committee.

### **ARTICLE 13 – UNIFORMS AND FOOTWEAR**

13.01 All field and field supervisory personnel are required to wear approved uniforms for all field activities related to maintenance, construction, inspection, repair or work in the field. Approved uniforms include shirts, jackets and baseball caps with the City logo, and pants.

13.02 Uniform shirts, jackets, pants, and caps used by field personnel are the property of the City of Woodinville. Uniforms are required as a condition of employment for field personnel and may not be adapted or worn during off-hours except for commuting to and from work. Uniforms adapted or worn during off-work hours except for commuting to and from work will be treated as taxable income to the employee.

13.03 The Employer will provide to each employee a maximum of five (5) shirts and two (2) baseball caps per calendar year, repair and replacement excepted.

13.04 The Employer will provide to each employee a maximum of one-hundred and fifty dollars (\$150.00) annually to purchase city uniform pants. The approved standard pants will either consist of durable blue jeans such as Carhart, double kneed jeans or water resistant durable pants such as Filson Tin Cloth.

13.05 The City will provide to each employee a maximum of two hundred dollars (\$200.00) every three (3) years to purchase a city uniform jacket. The approved standard jacket will be a 4-season jacket, which is also suitable for protection from rain.

13.06 The City will purchase or reimburse each employee up to two hundred dollars (\$200.00) annually for the purchase of approved protective footwear. In no case will reimbursement exceed the final purchase price of the footwear as validated by receipt.

13.07 Following the initial purchase, the City may reimburse field personnel and field supervisors the reasonable replacement value up to the maximum amounts allowed by this policy for uniforms destroyed in the course and scope of their employment.

13.08 The City shall continue to provide the basic safety wear and equipment.

#### **ARTICLE 14 – NO STRIKE, NO LOCKOUT**

14.01 Neither the Union nor its officers, agents, representatives or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other concerted stoppage of work or other intentional interruption or disruption of work during the life of this Agreement. Such conduct by the employee(s) may be grounds for discipline, up to and including dismissal.

14.02 There shall be no lockout of the employees by the City during the life of this Agreement.

#### **ARTICLE 15– SAVINGS CLAUSE**

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such legislation or court decree will not invalidate the remaining provisions of this Agreement. The remaining provisions will remain in full force and effect.

#### **ARTICLE 16 – ENTIRE AGREEMENT**

This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to wages, hours, and other terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement supersedes any contrary or inconsistent prior understandings, work rules, personnel policies, or past practices which were in existences before this Agreement.

**ARTICLE 17 – AMENDMENTS TO THE AGREEMENT**

17.01 The Employer and the Union may amend this Agreement upon mutual agreement.

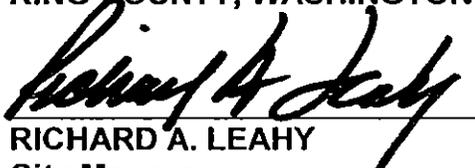
17.02 Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated in the Agreement by this reference.

**ARTICLE 19 – DURATION**

19.01 Duration – This Agreement shall become effective January 1, 2007 and shall remain in full force and effective through December 31, 2009.

19.02 Renegotiations – Negotiations for a successor Agreement may be initiated by either party by providing to the other party written notice of such intention to do so on or before October 1, 2009.

CITY OF WOODINVILE  
KING COUNTY, WASHINGTON

  
RICHARD A. LEAHY  
City Manager

4-4-07  
Date

TEAMSTERS LOCAL UNION  
NO. 117, IBT

  
JOHN A. WILLIAMS  
Secretary-Treasurer

3-30-07  
Date

**APPENDIX "A"**

**WAGES**

**A.1** Effective January 1, 2007, all wage rates shall be increased by 90% of the CPI-W, Bremerton-Seattle-Tacoma; minimum 2%, maximum 5%, June 2005 to June 2006. These rates are reflected below in Appendix "A.1.1".

**A.1.1**

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Hourly	Monthly										
Maint Worker I	\$17.83	\$3,091	\$18.80	\$3,258	\$19.81	\$3,433	\$20.88	\$3,619	\$22.00	\$3,813	\$23.18	\$4,018
Maint. Worker II	\$19.76	\$3,425	\$20.82	\$3,610	\$21.95	\$3,805	\$23.14	\$4,010	\$24.39	\$4,227	\$25.68	\$4,451
Maint. Worker III	\$20.80	\$3,606	\$21.92	\$3,800	\$23.10	\$4,005	\$24.34	\$4,219	\$25.66	\$4,447	\$27.05	\$4,688

**A.2** Effective January 1, 2008, all wage rates shall be increased by 90% of the CPI-W, Bremerton-Seattle-Tacoma; minimum 2%, maximum 5%, June 2006 to June 2007. The rates set forth in Appendix "A.1.1", shall be modified to reflect the increases.

**A.3** Effective January 1, 2009, all wage rates shall be increased by 90% of the CPI-W, Bremerton-Seattle-Tacoma; minimum 2%, maximum 5%, June 2007 to June 2008. The rates set forth in Appendix "A.1.1", shall be modified to reflect the increases.