
A G R E E M E N T

BY AND BETWEEN

CITY OF ALGONA

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS DISTRICT LODGE 160, LOCAL LODGE 297**

REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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BY AND BETWEEN
CITY OF ALGONA
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160, LOCAL LODGE 297
REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES

PREAMBLE

This Agreement is between the CITY OF ALGONA, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. 160, LOCAL LODGE 297 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth below excluding elected officials, officials appointed for a fixed term, confidential employees, supervisors and all other employees.

Job Title/Classification
PoliceSpecialist
Utility Supervisor
Utility Worker I
Utility Worker II
Grounds/Maintenance Worker
Code Enforcement/Permit Technician
Clerical Assistant
Community Coordinator

ARTICLE 2 MANAGEMENT RIGHTS

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

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- 2.2 EMPLOYER RULES AND REGULATIONS — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.
- 2.3 APPLICATION OF RULES — Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

ARTICLE 3 UNION SECURITY

- 3.1 PAYROLL DEDUCTION FOR UNION DUES/FAIR SHARE PAYMENTS – The Employer shall deduct monthly dues and fair share payments clearly and affirmatively authorized by employees in the Bargaining Unit who freely and voluntarily execute a wage assignment authorization form acknowledging the indemnity/hold harmless provision of this paragraph.¹ The Employer will deposit such dues and shop Agency Fee with Aerospace Industrial District Lodge 160, 9135 – 15th Place South, Seattle, Washington, 98108-5190. Upon issuance and transmission of such dues and initiation fees to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made in good faith from the wages of such employee. In the event an employee gives the Employer written notice of their withdrawal of authorization for a wage assignment and instruction to cease making monthly dues or fair share payment deductions from their wages, Employer shall give the Union Business Agent written notice (email is sufficient) within five (5) working days of receipt of the employee’s notice/instruction and comply with the employee’s instruction no later than the payroll period next following the Employer’s receipt of the notice/instruction.
- 3.2 NEW EMPLOYEES – The Employer will notify the Union of all new hires involving Bargaining Unit positions within fourteen (14) calendar days of hire. All newly hired employees shall be introduced to the Shop Steward or designee who will be allowed thirty (30) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation. No employee, however, may be mandated to remain with the Shop Steward or designee for the briefing after the introduction.

¹ The Union’s wage assignment authorization form shall include the supplement attached as Appendix B to this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined and good faith effort shall be made by Union and City representatives to settle any differences at the lowest possible level of the grievance procedure.

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- 4.2 A grievance shall be defined as an alleged violation of the explicit terms and conditions of this Collective Bargaining Agreement. Grievances shall be processed in strict accordance with the following procedures and stated time limits.
 - 4.3 In the grievance procedure, the aggrieved employee shall have the right to represent him or herself or to be represented by a Union representative. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.
 - 4.4 In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1 – 4.7.
 - 4.5 A grievance may be initiated by the Union. In the event the Union is the aggrieved party, the procedure shall begin with Step 2 – 4.8.
 - 4.6 A grievance may be advanced to any step in the grievance process by mutual written agreement of the parties.

STEPS IN GRIEVANCE PROCEDURE

- 4.7 STEP 1: ORAL DISCUSSION — The aggrieved employee and/or the employee's Union representative shall meet with the Department Director within fifteen (15) calendar days of the occurrence of the alleged grievance to attempt to resolve the difference at that level.
- 4.8 STEP 2: In the event the grievance is not settled in Step 1, or in the event the Union is the aggrieved party, the grievant or the Union representative of the grievant shall, within twenty (20) calendar days of the occurrence of the alleged grievance, prepare a written grievance document which shall include the following:
 - 4.8.1 Statement of the grievance and relevant facts, including:
 - (1) Full name of grievant;
 - (2) Description of the event giving rise to the grievance;
 - (3) Date and time (if appropriate) of event giving rise to the grievance;
 - (4) Names of employees involved in the event;
 - (5) Names of any and all witnesses, if known at time of filing;
 - (6) Specific provisions(s) of the Agreement violated; and
 - (7) Remedy sought.
 - 4.8.2 The written grievance shall be filed with the City Administrator or his/her designee. The Administrator or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. The period during which the Director or designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance. If the grievance is against the Director, then the grievance shall be filed directly with the City Administrator or his/her designee in accordance with Subsection 4.8.3.
 - 4.8.3 If the grievant is dissatisfied with the decision of the Administrator, the grievant may file the written grievance with and request review by the Mayor or his/her designee. Such request shall be filed with the Mayor or his/her designee within twenty-one (21) calendar days of the grievant's receipt of the Administrator's decision. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been

appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.

- 4.8.4 If the grievance is against the City Administrator, it shall be filed with the Mayor. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.
- 4.8.5 If the grievance is against the Union by the Employer, the Employer shall file the grievance with the Shop Steward and/or the Union Business Representative within twenty-one (21) calendar days of becoming aware of the violation(s) of the provisions of the Agreement. In the event the Shop Steward or the Union Business Representative is not available to receive a written grievance, then such grievance shall be filed upon the earliest availability of either one. The Shop Steward or his/her designee shall conduct an investigation and shall notify the City Administrator, in writing, of the decision and the reasons therefore within twenty-eight (28) calendar days after receipt of the written grievance.

4.9 STEP 3 — ARBITRATION:

- 4.9.1 If the grievant is dissatisfied with the decision of the City Administrator, the Mayor, or their respective designee, the grievant may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The grievant shall initiate the arbitration process by delivering to the City Administrator, the Mayor or their respective designee written notice of the party's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.9.2 If the Employer is dissatisfied with the decision of the Union, the Employer may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The Employer shall initiate the arbitration process by delivering to the Shop Steward and/or the Union Business Representative written notice of the Employer's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.10 SELECTION OF AN ARBITRATOR: Within fourteen (14) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator.
- 4.11 If agreement cannot be reached on the selection of the arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Each person on the list must be a current member of the National Academy of Arbitrators and reside in the State of Washington or Oregon. The parties shall meet within fourteen (14) calendar days after the receipt of such list. If the parties cannot mutually agree on one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of seven and shall then repeat this procedure until there is only one name remaining. That person

shall be the duly selected arbitrator. The party to strike the first name from the list shall be determined by a coin flip.

- 4.12 The parties shall request that the arbitrator's decision shall be made in writing.
- 4.13 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
- 4.14 The decision of the arbitrator shall be final and binding upon the City, the Union and the employees involved.
- 4.15 The fees, expenses and all other costs of the arbitrator shall be shared equally by the parties. Regardless of the outcome, each party shall bear the cost of presenting its own case, including but not limited to attorney's fees and expenses.
- 4.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended by mutual agreement.
- 4.17 In the event the City has not responded to the grievance within the specified time limitation of any step in the procedure in this Article, the grievance may be moved to the next step in the procedure.
- 4.18 In the event the grievant or Union does not advance the grievance within the specified time frames, the grievance shall be deemed withdrawn.

ARTICLE 5 UNION REPRESENTATION — ACCESS TO EMPLOYEES

- 5.1 The Business Representative of the Union and/or Shop Steward shall be allowed reasonable access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such representative or steward does not interfere with the normal work processes. No Union member or officer shall conduct any Union business on City time and no Union meetings will be on City time. Normally, such contacts with employees shall be allowed during the employee's breaks and/or lunch period; provided that there is no suspension of work or interference with the operations of the City. Union members may conduct union business on City property. After notifying and receiving permission from the Employer, which permission shall not be unreasonably withheld, the Shop Steward of the Union or designated stewards, may have reasonable time off with pay in order to investigate and process grievances, meet with City officials and carry out the business of the Union.
 - 5.2 Employees shall not be discharged or unlawfully discriminated against for upholding lawful Union principles or for engaging in protected concerted activity so long as these activities do not interfere with normal work processes of the Employer.
 - 5.3 UNION BULLETIN BOARDS — The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.
 - 5.4 E-MAIL — E-mail may be used to expedite scheduling representation for discipline issues and for notification of a union meeting. The Union's use of the Employer's e-mail system shall be limited to only that use specifically authorized by the Employer and all such use shall not interfere with the normal work process and operations of the Employer or employees.
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ARTICLE 6**NONDISCRIMINATION**

6.1 It is mutually agreed that there shall be no unlawful discrimination because of lawful union activity, race, creed, color, religion, sex, age, marital status, national origin, sexual orientation, or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to Step Three of the grievance procedure (arbitration), but may be pursued in a Court of Law.

ARTICLE 7**STRIKES OR LOCKOUTS**

7.1 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490 as currently enacted or as hereafter amended.

ARTICLE 8**SAFETY**

- 8.1 **MUTUAL OBJECTIVE** — It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.
- 8.2 **SAFETY COMMITTEE** — The Safety Committee shall consist of a minimum of four (4) employees, with equal representation from management and labor. The chair of this committee shall be rotated between the Employer and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed four (4) hours per employee per calendar quarter.
- 8.2.1 The duties of the Safety Committee shall be to advise on matters relating to employee safety as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Union Representative. Available members of the Safety Committee, including at least one (1) designee of the Union shall be invited to accompany WISHA authorities on any walk-around inspections.

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- 8.3 SAFETY EQUIPMENT — The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees use such devices, and an employee's violation of this requirement may be just cause for disciplinary action.
- 8.4 TRAINING — All member employees will receive required safety training and certification, provided and paid for by the Employer. Recommendations from the Safety Committee will be taken into advisement, and offered if the Department Director gives authorization. All training will be provided on paid City time.

ARTICLE 9 LABOR MANAGEMENT COMMITTEE

- 9.1 LABOR MANAGEMENT — The Employer and the Union agree that a need exists for close cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties. Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Understanding.

ARTICLE 10 EMPLOYEE PROBATION

- 10.1 PROBATION — Regular full time employees shall serve a probation period of (6) six months and shall have no seniority rights during that period. After six (6) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 10.2 PROBATION - Regular part time employees shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 10.3 PROMOTION PROBATION — The probation period for an employee who has been promoted to a new classification shall be four (4) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

ARTICLE 11**SENIORITY**

- 11.1 DEFINITIONS — Seniority shall be defined as the length of continuous service with the Employer, including the employee's satisfactorily completed probationary period. Seniority shall not be affected by an approved leave of absence of not more than ninety (90) calendar days.
- 11.2 SENIORITY LIST — The Employer shall at least once per calendar year and when a new employee is hired establish and mail to the Union a seniority list which shall be brought up to date when changes occur in the Bargaining Unit. The order of seniority shall be based on the hire or rehire date of employment or acceptance, whichever is later.
- 11.3 VACANCIES AND PROMOTIONS — The Employer's intent is to encourage employees to apply for promotional opportunities. As job openings occur, notices shall be placed on bulletin boards throughout the City and through the use of internal e-mail for not fewer than five (5) working days prior to outside posting. The final decision shall be posted immediately following selection. Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority within classification shall apply when bona fide occupational qualifications are equal.
- 11.4 LAYOFFS AND RECLASSIFICATION — Layoffs or Reclassifications due to work force reductions shall be determined strictly by the order of seniority with the employee with the least seniority within classification affected first. Employees who have previously held other classifications shall have the right to return to such classifications if the employee is still qualified for the position and their overall seniority is greater than other employees who are currently in said classification. Employees shall not accrue seniority while on layoff.
- 11.5 RECALL — Laid off or reclassified employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.
- 11.5.1 A laid off or reclassified employee with one (1) year of service but less than three (3) years of service, who is not recalled within one (1) year shall lose recall rights.
- 11.5.2 A laid off or reclassified employee with three (3) or more years of service, who is not recalled within three (3) years shall lose recall rights.
- 11.5.3 When an employee is on layoff and a job opening occurs within the City, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.
- 11.6 LOSS OF SENIORITY — An employee shall lose seniority for any of the following reasons:
- (a) voluntary resignation;
 - (b) discharge for just cause;
 - (c) failure to report for work within two (2) weeks after receipt of notice of recall from layoff unless mutually extended by the Employer and the employee;
 - (d) exceeding a leave of absence (unless excused in writing or due to extenuating circumstances)
 - (e) giving a false reason for obtaining a leave of absence;
 - (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;
 - (g) Expiration of employee's recall rights.

ARTICLE 12**EMPLOYEE CLASSIFICATIONS**

- 12.1 FULL-TIME REGULAR EMPLOYEES — “Full-time employee” means any position in which the employee regularly works forty (40) hours per week.
- 12.2 PART-TIME REGULAR EMPLOYEES — “Part-time regular employee” means a position in which the employee regularly works an average of twenty (20) to forty (40) hours per week. Part-time regular employees shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees shall receive health and welfare benefits in direct ratio to hours worked. Part-time regular employees shall not receive life insurance.
- 12.3 PART-TIME NON-REGULAR EMPLOYEES (TEMPORARY) — “Part-time non-regular employee” means a position in which the employee typically works less than twenty (20) hours per week, occasionally may work more than twenty (20) hours per week, or up to forty (40) hours per week on a seasonal basis. Part-time non-regular employees shall not receive benefits nor shall they accrue seniority. No full-time employee or regular part-time employee shall be displaced by the use of part-time non-regular employees.
- 12.4 INTERNS — Interns must be actively pursuing a course of study related to the job classification for which they are employed. Employment shall be limited to seven hundred and four (704) hours per intern, per year. Interns shall not receive benefits or accrue seniority. Interns applying for regular City employment shall not be considered as City employees.
- 12.5 DEPARTMENT DIRECTORS — The Public Works Director, Chief of Police and City Clerk/Administrator shall be allowed to perform departmental Bargaining Unit work on an as-needed basis. This Section shall not be used to displace bargaining unit employees.
- 12.6 NEW CLASSIFICATIONS — Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

ARTICLE 13**WAGES AND CLASSIFICATIONS**

- 13.1 WAGES AND CLASSIFICATIONS FOR 2024
- 13.1.1 The wages (base rates of pay) in effect January 1, 2024 shall be in accordance with Appendix ‘A’ attached and incorporated herein. The 2024 wages shown in Appendix “A” incorporate an adjustment of 4.5%.
- 13.1.2 For purposes of step advancement, employees shall be placed at the appropriate step on the matrix (Appendix ‘A’) as of January 1, 2024. New employees will be placed at Step A. Step advancement shall be automatic, based on satisfactory performance. Any early advancement shall create a new anniversary date for establishing further step increases.
- 13.2 RATES OF PAY FOR 2025, 2026.
- 13.2.1 Effective January 1, 2025, the base rate of pay as set forth in Section 13.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue Metro Area, All Items, CPI-U from June 2023 to June 2024 as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall
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be not less than two and one half percent (2.5%) nor more than four and one half percent (4.5%). Appendix A will be adjusted consistent with the CPI wage adjustments.

13.2.2 Effective January 1, 2026, the base rate of pay as set forth in Section 13.1 and adjusted pursuant to Section 13.2.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue Metro Area, All Items, CPI-U, from June 2021 to June 2022 as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall be not less than two and one half percent (2.5%) nor more than four and one half percent (4.5%). Appendix A will be adjusted consistent with the CPI wage adjustments.

13.3 HOURS OF WORK — The Employer reserves the right to set work schedules. However, the normal work week for full-time employees, shall consist of forty (40) hours, five days per week (Monday-Friday).

13.3.1 Any change in normal work schedules shall be posted on the Union bulletin board and sent by memo to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency.

13.3.1.2 A "change in normal work schedules" shall mean a change in an employee's starting and stopping work time for a period of not less than two (2) consecutive weeks.

13.4 MEAL & REST PERIOD —

Clerical employees shall receive an unpaid one hour meal period, and two paid fifteen (15) minute rest periods. Subject to management approval, all job classifications at the Public Works facility may schedule a combined rest period/lunch period to equal one (1) hour. This schedule would consist of their two (2) fifteen (15) minute rest periods with their one-half (½) hour unpaid lunch period for a one (1) hour lunch period each day. The first one-half (½) hour will be designated as their unpaid lunch period, and the second one-half (½) hour as their two (2) paid rest periods. The shop Steward will notify the employer fifteen (15) days prior to any deviation from this schedule.

13.5 EARLY RELEASE — If early release is imposed by the employer, the employee will be paid for the balance of the shift. When employees are not sent home by the employer, but are allowed to leave early, or not report to work, the employee may use vacation, compensatory time, or leave without pay.

13.6 EMERGENCY SITUATION — Should the Employer elect to not have an employee report to work due to an emergency condition, the Employer shall pay lost wages to the employees not allowed to work at home or at the job site, to a maximum of two (2) days per year, not compounding. Employees required to report to work during such emergency conditions, when due to an inclement weather situation, shall be paid two (2) times their base rate of pay. An inclement weather situation for purposes of this section means a situation in which snow, ice, or other weather-related conditions present a hazard to employees and customers in getting to, and from, city facilities, as determined by the City Administrator or designee.

13.7 PROMOTIONS — Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a full step above the previous rate of pay that the employee received in the classification from which the employee was promoted. The effective date of the

promotion shall become the employee's anniversary date for subsequent step increases.

- 13.8 OVERTIME — All authorized time worked in excess of an employee's regular shift in a day or forty (40) hours in any work period shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay. In so far as practical, overtime assignments will be distributed equitably to those employees who are qualified. Paid leave shall apply as time worked for the purposes of this section.
- 13.9 COMPENSATORY TIME — All full-time employees may receive compensatory time at one-and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act. The maximum compensatory time that an employee may accrue is eighty (80) hours.
- 13.10 CALLBACK – Any employee called back to work outside of their normally scheduled shift shall receive a minimum of three (3) hours at 1.5 (one and one half) times, the employee's regular hourly wage rate. If callback hours worked exceeds three (3) hours, the employee shall be paid 2x (double-time) the employees regular hourly wage rate for the additional hours worked.
- 13.10.1 Subject to the triggering mechanism of the callback provisions of Section 13.10, whenever additional duties are scheduled after normal work hours, all hours worked between the end of shift and the beginning of the next shift shall be paid at the rate of one-and-one-half (1½) times the employee's straight time hourly rate of pay.
- 13.11 STAND-BY — Any employee who is required to be on stand-by outside of their normal shift shall receive (Three) \$3.00 per hour, regardless of weekday, weekends, or holidays. The appropriate callback provision (13.10) will apply if the employee is called to report to work.
- 13.12 OUT OF CLASS COMPENSATION – Employees appointed to perform projects or additional duties from the list below shall receive an additional 5% premium pay, per month for the responsibility. The employee assigned to the below list, will only receive such compensation after providing proof of training or certification.

Permit Tech

Evidence Custodian

- 13.13 SET-UP PAY – An employee shall be entitled to additional 10% premium pay for each hour worked when serving as acting Department Director or Working Supervisor in the absence of said Director or Supervisor, or an additional \$2.00 per hour when serving as a lead worker on a utility crew if the following qualifications are met:
1. Service as acting Department Director or Working Supervisor for five (5) or more consecutive working days upon written request and approval by the Mayor or City Administrator, to perform the duties of the Department Director or Working Supervisor.
 2. Service as a utility crew lead worker by discretionary assignment of the Public Works Director or designee. The Public Works Director has the sole discretion to assign a lead worker to a utility worker crew.

On occasions where the acting Director or Supervisor performs five (5) or more days of work; a workday will be defined as a day that the Director or Supervisor normally reports to work for a full shift. For the purpose of set-up pay, "work days" do not include bargaining unit employee's vacation days, sick days, holidays or weekends. The set up pay will be equal to 10 percent (10%) of the bargaining unit employee's wage in effect at the time the employee serves as acting Director or Supervisor.

ARTICLE 14**CDL CERTIFICATION**

- 14.1 Commercial Driver License (CDL) – New hires will be required to have a class A CDL or enroll and achieve the certification at their own expense during their probationary period. PROVIDED, the Employer is willing to pay for the employee’s CDL training/schooling costs, but with the understanding and agreement that the employee commits to three years of continuous employment with the employer following the end of their completed probationary period. The agreement of the employee shall further provide that in the event an employee decides to terminate their employment with the employer before the three years are up, the employee shall reimburse the employer the prorated cost of the CDL training/schooling paid for by the employer, prorated against the time remaining on the three-year commitment. For example, if an employee resigns after two years from the date of the end of their probationary period, 1/3rd of the CDL costs will be reimbursed by the employee for the remaining year. The employee shall consent to any monies due to the employer due to the early termination of employment be deducted from their last paycheck. Any additional monies due shall be due and paid immediately by the employee.
- 14.2 All current Utility Worker 1 employees without a CDL shall achieve certification within nine months of the effective date of this agreement at their own expense. PROVIDED, (a) a CDL training program is available within the Seattle-Tacoma metropolitan area; (b) the training will occur during the regular working hours, or the Employer will adjust the Employee schedule to encompass the training during working hours; and (c) the Employer is willing to pay for the employee’s CDL training/schooling costs, but with the understanding and agreement that the employee commits to three years of continuous employment with the employer following the end of their completed probationary period. The agreement of the employee shall further provide that in the event an employee decides to terminate their employment with the employer before the three years are up, the employee shall reimburse the employer the prorated cost of the CDL training/schooling paid for by the employer, prorated against the time remaining on the three-year commitment, provided, the employee will be given seniority time against the 3-year commitment of employment. Meaning if the employee has been employed for three years, then they would not owe the City any money to cover the cost of the CDL schooling upon their leaving the City. CDL class will be scheduled by the public works director, in consultation with the employee.

ARTICLE 15**LONGEVITY**

- 15.1 LONGEVITY – In addition to their base monthly pay, eligible employees shall receive longevity pay as follows:
- | | |
|--|------------------|
| Upon completion of 5 years of service | 2.0% of base pay |
| Upon completion of 10 years of service | 3% of base pay |
| Upon completion of 15 years of service | 4.0% of base pay |
| Upon completion of 20 years of service | 5.0% of base pay |

ARTICLE 16**HOLIDAYS**

16.1 NUMBER OF PAID HOLIDAYS — All full-time regular employees shall be entitled to compensation at their regular rate of pay for twelve (12) holidays per year as listed below. The holidays herein referred to shall be as follows:

New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	The day following Thanksgiving
Memorial Day	
Juneteenth	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	
Columbus Day	Three Floating Holidays*
Wellness Day per Article 21.7	

*Two of the floaters must be pre-planned and submitted to management for approval by February 1 of each year.

16.2 DATES OF HOLIDAYS — Dates of the above legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the Employer.

16.3 ELIGIBILITY — New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after completion of their probationary period.

16.4 WORKED HOLIDAY — If a full-time or part-time regular employee is required to work on an actual holiday listed in Article 15.1, the employee shall then be given an additional "floating holiday" which may be converted to compensatory time. In addition, all time worked on the actual holiday shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay.

ARTICLE 17 VACATION

17.1 VACATION — All full-time regular employees shall be entitled to the following vacation leave with pay after the indicated period of continuous service and said vacation leave is accrued "as earned" based on hours worked rather than in a lump sum.

Years of Service	Hours Per Year
0-1	48
2	96
3	104
4	112
5	120
6	128
7	136
8	144
9	152
10	160
11	164
12	168
13	172
14	176
15	180

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- 17.2 Each full-time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred and forty (240) hours. Should the two hundred forty (240) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation hours in excess of two hundred and forty (240) hours. Otherwise, such vacation hours shall be forfeited.
- 17.3 PAYMENT FOR UNUSED VACATION LEAVE — Upon meeting all of the proper severance requirements, employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.
- 17.4 VACATION SCHEDULING
- 17.4.1 All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create an undue negative impact on accomplishment of work.
- 17.4.2 On February 1st of each year the Department Director shall post a twelve (12) month vacation roster. Employees within the Department shall bid for vacation on or before March 1st. Vacation choices may include compensatory time and projected accrued vacation to the beginning of the vacation period requested. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first or second selection respectively. Vacation scheduling requested after March 1st of each year shall be on a first come first serve basis, subject to the approval of the Department Director. The Employer reserves the right to make reasonable modifications to the vacation schedule depending on bona fide operational requirements. Employees shall take at least one vacation period of no less than five (5) consecutive workdays per year. Except in an emergency the Employer shall not change the scheduled vacation within thirty (30) days of the scheduled date. For the purposes of this section "emergency" shall mean an unforeseen circumstance which could not be predicted by a reasonable person. The Employer may not blackout any month for vacation scheduling.

ARTICLE 18**SICK LEAVE**

- 18.1 SICK LEAVE ACCRUAL — Sick leave shall be earned at the rate of eight (8) hours per month for full-time regular employees including for the month they begin work and the month they terminate. Part-time regular employees (employees with a regular recurring schedule) will accrue sick leave at a rate equal to the percentage of full-time hours worked.
- 18.2 MAXIMUM SICK LEAVE - Maximum sick leave accrual at year end for full-time employees is four hundred eighty (480) hours or sixty (60) days. Accrual beyond the four hundred eighty (480) hours shall be paid to the employee at year end, or upon termination when employment occurs prior to yearend, at a rate of fifty percent (50%) of the employee's hourly wage.
- 18.3 USE OF SICK LEAVE — In order to provide consistency with RCW 49.46.210, sick leave is provided to employees as follows:
- (1) Usage:
 - (a) An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
 - (b) An employee is entitled to use accrued paid sick leave beginning on the ninetieth (90) calendar day after the commencement of his or her employment.
 - (c) Consistent with the requirements for "reasonable notice" in WAC 296-126-650, the employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.
 - (d) For absences exceeding three days, an employee is required, consistent with WAC 296-128-660, to provide verification to the employer that an employee's use of paid sick leave is for an authorized purpose. The verification must be provided to the employer within a reasonable time period during or after the leave. The employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
 - (2) For purposes of this section, "family member" means any of the following:
 - (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child;
 - (c) A spouse;
 - (d) A registered domestic partner;
 - (e) A grandparent;
 - (f) A grandchild; or
 - (g) A sibling.

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- (3) Terms used in this section shall be defined as provided in WAC 296-128-600.
 - (4) Consistent with WAC 296-128-750, the employer may withhold payment of paid sick leave for hours the employer can demonstrate that an employee's use of paid sick leave was for purposes not authorized by this section.

ARTICLE 19 EMPLOYEE RIGHTS

- 19.1 EMPLOYEE PROTECTION — All employees within the Bargaining Unit shall be entitled to the following protection:
 - 19.2 APPLICATION OF DISCIPLINE — Any formal discipline of employees shall be applied by the Employer. Formal discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce, recommending discipline, conducting an investigation which may result in disciplinary action, or advising the employee of any disciplinary action when so assigned by the Employer.
 - 19.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee; provided, that nothing herein shall be construed as prohibiting, limiting or restricting the Employer's right to discuss with any employee performance and/or other work-related issues which will not result in any formal disciplinary action.
 - 19.4 An employee shall be provided with a copy of any document to be placed in the employee's personnel file that relates to disciplinary action and shall be given an opportunity to acknowledge, by signature, such document. Should the employee refuse to sign such a document, a notation to that effect shall be made and witnessed prior to filing.
 - 19.5 INVESTIGATIONS — An employee who is the subject of an investigation which may result in disciplinary action shall be provided written notice of the investigation prior to being interviewed or questioned in conjunction with such investigation, which notice shall advise the employee of the nature of the investigation and the fact that the employee is a subject of the investigation.
 - 19.6 Any interview of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
 - 19.7 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.
 - 19.8 The interview shall not be overly long, and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and conference with Union officials.
 - 19.9 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated
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in any other manner; provided, however, that nothing herein shall be construed as prohibiting the Employer from advising the employee as to contemplated or potential disciplinary action as set forth in a written notice of pre-disciplinary hearing and anticipated disciplinary action. No promises or rewards shall be made as an inducement to answer questions.

- 19.10 Any employee who is the subject of an investigation may request an attorney of their choosing to be present during such investigation; provided that such request shall not unreasonably delay or hinder the Employer's investigation. The cost of such an attorney shall be paid by the employee requesting such attorney.
- 19.11 POLYGRAPH TESTS — No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 19.12 SUBSTANCE ABUSE TESTS — Employees shall be subject to random alcohol and/or drug testing, as required by federal, state and/or local law. The Employer may also require that an employee submit to post-accident and reasonable suspicion alcohol and/or drug testing. Except as specifically set forth herein and in return-to-work agreements, no employee shall be required to take or be subject to any random alcohol and/or drug testing as a condition of continued employment.

ARTICLE 20 DISCIPLINE & DISCHARGE PROCEDURES

- 20.1 The following procedure of progressive discipline shall be applied by the Employer; provided, that the Employer need not follow progressive discipline before suspension or discharge if the suspension or discharge is for: theft; deliberate damage or sabotage to City property; gross insubordination; physical violence and/or threats of physical violence; violation of conflicts of interest laws; unlawful harassment and/or discrimination; or similar offenses. It is recognized that this list is not exhaustive and does not include all offense/violations for which the Employer need not follow progressive discipline.
- 20.2 For those offenses not warranting an immediate suspension and/or discharge, the Employer may implement disciplinary action for just cause according to the following progression:
 - 20.2.1 Verbal warning. At the Employer's discretion, the Employer shall verbally warn the employee and shall counsel the employee as to areas of needed improvement. The employee will be provided with written documentation of the areas of improvement discussed in the verbal warning.
 - 20.2.2 Written warning/reprimand. At the Employer's discretion, the Employer may issue a written warning to the Employee.
 - 20.2.3 Suspension. At the Employer's discretion, the employee shall be suspended without pay for up to three (3) days, depending upon the nature of the offense, to be reasonably determined by the Employer.
 - 20.2.4 Further suspension or discharge. At the Employer's discretion, the Employer may impose a further suspension without pay, or may alternatively discharge the employee for just cause.
- 20.3 The Employer shall document the disciplinary action implemented by placing a written summary of such disciplinary action in the employee's personnel file, which summary shall include the date, nature and details of the offense for which the disciplinary action is issued, and the name of the supervisor implementing the disciplinary action. The

employee shall be given the opportunity to acknowledge the written summary pursuant to provisions set forth above.

- 20.4 Notwithstanding the progressive disciplinary procedure set forth herein, the Employer may elect to impose a lesser form of discipline than that allowed pursuant to this Agreement; provided, that such election shall not be construed as compromising the Employer's rights to subsequently implement discipline in accordance with this schedule.
- 20.5 Except for the imposition of a documented verbal or written warning, the procedures set forth herein shall be subject to the terms of the grievance procedure.

ARTICLE 21 LEAVE OF ABSENCE

- 21.1 **MEDICAL LEAVE** — An employee who becomes disabled (as defined by applicable federal, state, and/or local law) due to illness, injury or pregnancy, or an employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work; provided, that the employee shall submit to the Employer as soon as reasonably practical a written claim of such illness or injury along with supporting medical documentation as required by law. The Employer may, at its sole cost and expense, require a second opinion of a doctor of its own choosing to verify illness or injury, and a doctor's statement of fitness to return to work. Medical leave shall run concurrently with FMLA Leave. This does not preclude an employee from receiving sick leave or vacation pay during such medical leave.
- 21.2 **FAMILY AND MEDICAL LEAVE** — Leave taken pursuant to the Family and Medical Leave Act is without pay, except that FMLA leave shall run concurrently with use of accrued leave, and the City shall require the employee to use accrued, unused sick leave, vacation time, comp time and/or other paid time for the 12-week FMLA allowance. In the event the employee's accrued leave(s) do not extend for the 12-week FMLA allowance, the balance of the FMLA leave shall be unpaid.
- 21.2.1 An employee on FMLA leave who is receiving continuous compensation through the use of accrued, unused sick leave, vacation time, comp time and/or other paid time shall continue to accrue leave and seniority benefits.
- 21.2.2 An employee on FMLA leave who has exhausted all paid leave time and who is not receiving compensation shall not accrue leave and seniority benefits while on unpaid leave.
- 21.3 **PROLONGED DISABILITY** — An employee shall not be terminated by the Employer because of a non-job-related injury or prolonged continuous illness or injury, provided; that the period of disability is no longer than twelve (12) months, and provided, further that on or before the expiration of said twelve (12) month period, the employee will be able to perform the essential functions of the employee's job. Upon being certified as physically or mentally fit to return to work by the employee's doctor and, if deemed necessary, the Employer's doctor(s), the employee shall be reinstated to the same or substantially equivalent classification if such classification exists. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
- 21.3.1 An employee on prolonged absence because of occupational illness or injury incurred in the service of the City, shall not be terminated by the Employer because of such absence for a period of twenty-four (24) months; provided, that on or before the

expiration of such twenty-four (24) month period the employee will be able to perform the essential functions of the employee's job. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.

- 21.4 **MILITARY LEAVE** — Every full-time regular employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps reserve of the United States, or of any organized reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment, in accordance with applicable law. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer his normal pay for a period not exceeding fifteen (15) working days during each twelve (12) month period from October 1 through September 30.
- 21.5 **JURY DUTY** — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer or deducted from the employee's paycheck.
- 21.6 **BEREAVEMENT LEAVE** — All employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay per incident. If additional leave is necessary, it may be granted, subject to the approval of the Employer, and such additional bereavement leave shall be deducted from accrued vacation, sick leave, compensatory time, or leave without pay.
- 21.6.1 Immediate family shall be defined as spouse, domestic partner, son, daughter, mother, father, brother, son-in-law, daughter-in-law, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepson, stepdaughter, stepparents, grandchildren and grandparents on both sides, aunts, uncles, nieces, nephews.
- 21.6.2 When an employee participates in a funeral or memorial ceremony for a person other than those in the immediate family the employee may, subject to the approval of the Employer, be granted reasonable vacation, or compensatory time off.
- 21.7 **LEAVE OF ABSENCE WITHOUT PAY** – An employee may apply to the City Administrator or his/her designee for a leave of absence without pay. The Administrator or his/her designee shall have sole discretion whether to grant the request, including but not limited to the duration of the leave of absence. A leave of absence without pay may be used only after all other accrued leave has been used except for Union business leave of two (2) weeks or less in duration. Unless otherwise required by law or the terms of this Agreement, an employee shall not receive any benefits and/or wages/pay/compensation nor accrue seniority during such leave of absence. The Employer reserves the right to recall any employee from a previously authorized leave of absence.

ARTICLE 22 HEALTH AND BENEFITS

- 22.1 **MEDICAL** — The Employer shall make available the Association of Washington Cities Health First 250 Plan medical insurance for all full-time regular employees, employee's spouse/domestic partner, and dependents, and shall pay one hundred percent (100%)

of the medical insurance premiums for coverage of each employee, but the Employer and employee shall share the costs of the medical insurance premiums for the employee's spouse/domestic partner and dependents in accordance with the following:

Each employee shall pay twenty five percent (25%) of the medical insurance premiums for the employee's spouse/domestic partner, and dependents.

- 22.1.1 The Employer will agree to negotiate with the Union if the Employer chooses to change medical plans or providers.
- 22.2 DENTAL — The Employer shall make available the following dental insurance plans for all full-time regular employees and shall pay one hundred percent (100%) of the premiums for employee, employee's spouse and qualified dependents.
Plan: Washington Dental Service Plan F plus orthodontia rider plan I
- 22.3 VISION — The employer shall make available the AWC VSP Vision Plan for all full-time regular employees, as well as the Second Pair Rider benefit, and shall pay one hundred percent (100%) of the premium.
- 22.4 LIFE — The employer shall make available Basic Life Insurance with Accidental Death & Dismemberment in the amount of sixty thousand dollars (\$60,000) for all full time regular employees and shall continue to pay one hundred percent (100%) of the premium.
- 22.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full time employees and shall continue to pay one hundred percent (100%) of the premium.
- 22.6 LONG-TERM DISABILITY – The Employer shall make available, for all full-time regular employees the Long-term Disability Plan offered by the Association of Washington Cities, with a benefit provision of sixty seven percent (67%), and a ninety (90) day elimination period. The Employer shall pay one hundred percent (100%) of the premium.
- 22.7 CITY OF ALGONA WELLNESS PROGRAM – Each bargaining unit member will receive an additional personal holiday if the bargaining unit has 100% participation in the City's wellness program. One-hundred percent (100%) participation shall constitute participation by all employees in any one (1) activity in each quarter of the calendar year in which a wellness program activity is offered. This personal holiday will be referred to as a wellness day and must be used before December 31st of the year. The wellness day will only be given upon written verification from the City's wellness coordinator that the goal has been met. The City's wellness coordinator will verify 100% participation in December each year. In addition, starting in year 2025, each employee will be eligible to receive at the beginning of each year following a year in which the bargaining unit has 100% participation, a one percent increase over base pay to be paid each pay period during the calendar year. Provided, if an employee has a safety related violation or accident involving damage or destruction of city equipment or vehicles, the employee will be ineligible for the 1% premium the following year.

ARTICLE 23

INDEMNIFICATION OF CITY EMPLOYEES

- 23.1 The Employer indemnifies and holds personally harmless all of its employees for any action, claim or proceeding instituted against said individual arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment. The Employer holds said individuals harmless

from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings. If insurance becomes unavailable, then employees shall, at the Employer's request, obtain substitute individual insurance protecting themselves against liability for their acts or omissions in the scope of their employment. The Employer shall pay the premiums for such insurance and shall have the right to approve the policies. If substitute individual insurance is unavailable, or if no policy is in effect at the time of a liability-creating event, the Employer shall act as self-insurer for the indemnity under this Article.

ARTICLE 24 SUBCONTRACTING

24.1 The Employer shall not subcontract the Bargaining Unit work of an employee who is on layoff.

ARTICLE 25 EDUCATION INCENTIVE

- 25.1 In the sole discretion of the Mayor or designee, the Mayor or designee may authorize an employee to take college classes and upon receiving a passing grade ("C" or better) the Employer shall reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.
- 25.2 Any employee in a position classification not requiring an AA degree or its equivalent in skills and experience, who has earned an AA degree, shall receive an additional one percent (1%) in the employee's base hourly rate of pay.
- 25.3 Any employee in a position classification not requiring a BA degree or its equivalent in skills and experience, who has earned a BA degree, shall receive an additional two percent (2%) in the employee's base hourly rate of pay.

ARTICLE 26 CLOTHING ALLOWANCE (PUBLIC WORKS)

26.1 The Employer will provide an annual clothing allowance of \$850.00 to each employee for Navy Carhart Dungarees, Enhanced Vis Comfort Shirts, and Carhart Jacket; and \$300.00 for a pair of Safety Boots. Employees will their employer issued credit card for the purchases authorized by this section. For the purchase of safety boots only, an employee may elect to carry over up to maximum of Two Hundred Dollars (\$200.00) to the following year. To carry over any unused portion of the safety boot allowance, the employee must notify the City Administrator in writing by December 1 of the current year prior to the carry over year.

The Employer will further provide each employee:

- | | |
|------------------------|-------------------------------|
| 1 Reflective Vest | 1 Set Rain Gear |
| Earplugs | Eye Protection |
| 1 pair Chemical Gloves | 1 pair Regular Leather Gloves |
| 1 Hard Hat | 1 Ball Cap |

All of the above items, purchased by the City, will be replaced, by approval of the Department Director, on an "as needed" basis.

-
- 26.1.1 Items provided by the Employer and purchased by the employee shall be maintained on a department inventory and shall remain the property of the Employer. Employees shall be responsible for the care and cleaning of all clothing and safety equipment paid for and provided by the Employer. The Employer, however, shall provide an annual payment of \$100.00 to each public works employee as reimbursement for cleaning the clothing items provided under this Article.
- 26.1.2 The replacement of clothing and equipment items lost or damaged because of Employee negligence shall be the responsibility of the Employee.
- 26.1.3 Should an Employee purchase any items other than those listed above, such items shall be paid for and maintained at the Employee's expense. The use of such additional items shall be subject to the approval of the City Administrator or his/her designee and shall remain the property of the Employee.
- 26.1.4 Upon termination for any reason, all uniform items, equipment, and property provided by the Employer to the employee shall be returned to the Employer.

ARTICLE 27**CLOTHING ALLOWANCE (CLERICAL STAFF)**

26.1 Each regular fulltime Clerical Personnel shall be allowed up to three hundred (\$300.00) dollars per calendar year for the purchase of uniforms and equipment authorized by the Chief of Police or City Clerk. The purchase of all items shall be approved by the Chief of Police or City Clerk.

ARTICLE 28**DEFERRED COMPENSATION**

28.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for full-time regular employees who have completed their initial probation period, not to exceed one hundred and twenty-five (\$125.00) per month. The bargaining unit shall participate in the plan that is currently being offered by the City.

ARTICLE 29**SAVINGS CLAUSE**

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

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

ARTICLE 30**COMPLETE AGREEMENT**

29.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Letters of Intent executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

ARTICLE 30

TERM OF AGREEMENT

30.1 Except as provided in this section, the terms of this Agreement shall become effective only upon its full execution and remain in full force and effect through December 31, 2026; provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. The effective date for the 2024 wage adjustments provide in Section 13.1 and the new Longevity schedule in Section 15.1 shall, however, have retroactive effect to January 1, 2024. The Employer shall use due diligence in computing and making payment of the retroactive pay due each employee following full execution of this Agreement.

DATED this _____ day of _____, 202_.

CITY OF ALGONA

INTERNATIONAL ASSOCIATIONS OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160

By _____
Troy Linnell, Mayor

By _____
Beth Bergeon, Business Representative

By _____
Jessica Griess, City Administrator

By _____
_____, Shop Steward

Appendix A
TO THE
AGREEMENT
BY AND BETWEEN
THE CITY OF ALGONA, WASHINGTON
AND
INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS
DISTRICT LODGE NO. 160
(REPRESENTING THE PUBLIC WORK & CLERICAL WORKERS)

THIS APPENDIX is supplemental to the Agreement by and between the City of Algona, hereafter referred as the "employer" and the IAMAW District Lodge NO. 160 on behalf of the employees of the Public Works Department, and Clerical workers, hereinafter referred to as the "employees".

A.1 Effective January 1, 2024, the monthly rates of pay for the hourly wage employees covered by this Agreement (a 4.5% increase over 2023 rates) shall be as follows:

Position	A 0-6 mo.	B 7-18 mo.	C 19-30 mo.	D 31-42 Mo.	E 42-60 mo.
Police Specialist	4,809	5,050	5,290	5,555	5,833
Utility Supervisor	5,907	6,202	6,511	6,837	7,179
Utility Worker I	4,922	5,162	5,420	5,691	5,975
Utility Worker II	5,670	5,957	6,255	6,568	6,897
Grounds/Maintenance Worker	3,871	4,065	4,268	4,481	4,708
Code Enforcement/Permit Technician	5,907	6,202	6,511	6,837	7,179
Clerical Assistant	4,587	4,816	5,057	5,310	5,550
Community Connector	5,934	6,231	6,543	6,850	7,192

A.2 Progression through each step plan shall be in accordance with the number of months in each step, and step advancement shall be automatic based on satisfactory performance.

A.3 The hourly rate of pay for full-time employees shall be determined by dividing the monthly rate of pay by 173.3 hours.

DATED this ___ day of _____, 2024.

CITY OF ALGONA

IAMAW, DISTRICT LODGE 160

TROY LINNELL, MAYOR

BETH BERGERON, BUSINESS
REPRESENTATIVE