

# LABOR AGREEMENT

BETWEEN

**The CITY OF OAK HARBOR**

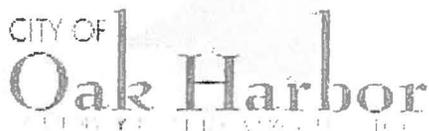
AND

**TEAMSTERS UNION, LOCAL NO. 231**

REPRESENTING

**CITY OF OAK HARBOR PUBLIC WORKS EMPLOYEES**

Commencing the Date of City Adoption through December 31, 2016





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**LABOR AGREEMENT**  
**BETWEEN**  
**The CITY OF OAK HARBOR (Employer)**  
**AND**  
**TEAMSTERS UNION, LOCAL NO. 231 (Union)**  
**REPRESENTING**  
**CITY OF OAK HARBOR PUBLIC WORKS EMPLOYEES**

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**ARTICLE 1 - PURPOSE AND SCOPE**

- 1.01 This Agreement shall set out the terms and conditions of employment in satisfaction of the bargaining parties mutual obligations as set out in RCW 41.56.
- 1.02 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.03 In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.

**ARTICLE 2 - RECOGNITION**

- 2.01 The City of Oak Harbor (the City) recognizes Teamsters Local Union #231 (the Union) as the sole collective bargaining agent for the bargaining unit as described in the certification of representation issued by the Public Employee Relations Commission (PERC) of the State of Washington dated February 1, 2012, for Regular Full-time and Regular Part-time Public Works employees of the City.
- 2.02 All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City to the extent required by RCW 41.56.

2.03 Bargaining Unit Work:

- 2.03.1 It is the understanding and agreement of the Parties that, generally, bargaining unit work shall be performed by persons that are members of the bargaining unit. As may be required by business conditions from time to time, with the additional understanding that no bargaining unit employee then employed shall be permanently supplanted; it is further understood in such cases that Bargaining Unit work may be performed by non-bargaining unit personnel.
- 2.03.2 Supervisory employees (Leads or other supervisors) shall not perform work on jobs covered under this Agreement where the effect is to permanently supplant regular employees from their jobs. It shall not be a violation of this Agreement for supervisors to perform work in the course of their normal duties including instructing or training of employees, in assuring proper standards of work or job performance and, in continuing the flow of work.

**ARTICLE 3 - UNION RIGHTS**

3.01 UNION MEMBERSHIP & CONDITION OF EMPLOYMENT:

- 3.01.1 It shall be a condition of employment that all employees of the City covered by this Agreement shall be members of the Union in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union.
- 3.01.2 It shall also be a condition of employment that all employees covered by this Agreement and HIRED on or after its execution shall, no later than the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union; PROVIDED, no objections are made to joining the Union and which are based on bona fide religious tenets or teachings of a church, or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

3.02 DUES DEDUCTION:

The City agrees to deduct from the wages of all employees' dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The City, upon receipt of the form properly executed, shall honor the request in accordance with its terms. Union dues will be deducted two times per month. One half of the appropriate monthly dues will be deducted the first payroll of each month and the second half of the dues will be deducted the second payroll of each month. Union dues are calculated at two and one-quarter times the employee's hourly rate of pay per month, rounded to the nearest dollar. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any check off

of Union dues and the Union security provisions of this Agreement. The City shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the City and the Union.

The Union shall indemnify and hold the City harmless from any claims which may be made by employees arising out of or related to the application of this ARTICLE 3 - .

### 3.03 DRIVE

3.03.1 The City shall deduct and transmit to D.R.I.V.E., International Brotherhood of Teamsters (I.B.T.) 25 Louisiana Avenue, N.W., Washington, D.C. 20001, contributions to D.R.I.V.E., from the pay of each employee who voluntarily authorizes such contributions, in writing, signed by the employee on a form provided for that purpose by I.B.T. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the City's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month. The I.B.T. shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the City.

3.03.2 The City shall remit to D.R.I.V.E at the address above one (1) check covering all deductions made in the prior month, no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due the employee after all other deductions authorized by the employee, or required by law or the City, has been satisfied.

3.03.3 An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E and the City's payroll department. Such notices received by the City's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.

### 3.04 UNION BULLETIN BOARD:

At the City's discretion regarding location and amount of space allocated, the City shall provide the Union with a designated bulletin board at the Public Works and Waste Water Treatment Plant break rooms where the Union may post its notices. All costs incidental to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion. No posting shall be of a discriminatory or denigrative nature.

### 3.05 LABOR/MANAGEMENT MEETINGS:

If the Union wishes to address issues in the Public Works department, the Union will request to meet with the Department Head with or without employees present, as agreed by the parties, to discuss Union concerns directly with Management. If Management has concerns it would like addressed by the Union the same procedure for setting a meeting will apply.

3.05.1 The need to address any division issues within the Department shall be made known to the Director and may, when agreed by the Director, be addressed by presenting to the Division Managers meeting.

- 3.05.2 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:
- 3.05.2.1 The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence arising from a L/M meeting is not admissible in any forum as provided in Federal Evidence Rule 408 and its Washington counterpart or substitute.
  - 3.05.2.2 Agreements or accommodations made in this process are not binding, do not modify the labor agreement, and do not establish a precedent or past practice.
  - 3.05.2.3 The Union must make an appointment with management, establish an agenda of items to be discussed or raised and advise management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. Management may have the Personnel/Human Resources Director and/or their Labor Representative present at the meeting. Employees may have a Union Representative present.
  - 3.05.2.4 Any discussion having an economic or budgetary impact must be approved by City Authorities prior to becoming binding.
  - 3.05.2.5 Any understanding or agreement the Parties wish to be binding shall be reduced to writing and that writing alone without legislative history shall become binding upon signing by both Parties.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular division (different divisions may have different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining; the right to use volunteers; the right to use criminal justice work-crews on City work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the

direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

4.01.1 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority.

4.01.2 The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender or limit management rights may be grieved.

#### 4.02 PERFORMANCE OF DUTY:

During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in, in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

#### 4.03 PICKET LINES

Consistent with Section 4.02 the City recognizes the individual statutory rights of employees to observe on an individual rights basis, as such individual rights may exist for the observing employee, Teamsters' Union authorized picket lines. No employee shall be disciplined or otherwise sanctioned by either party because of the employee's individual decision regarding such a picket line. It is understood that the City shall provide normal services without regard to any picket line using whatever means it can avail itself of and that there shall be no guarantee of work to an employee asserting their individual options to not fully perform their assigned work.

### ARTICLE 5 - EMPLOYEE RIGHTS

#### 5.01 EMPLOYEE CLASSIFICATIONS:

5.01.1 For a variety of reasons, it is helpful to define the working classification of each employee employed by the City. Each position has a job description which will be provided to the employee by Human Resources at the time of hire. Employment classifications relate to the nature of the job responsibilities, work schedule and participation in City benefit programs. The City recognizes the following employee classifications:

- Full-time: A regular employee working in a regularly budgeted position allocated at least thirty-two (32) hours per week.

- Regular Full-Time Employee: is an individual who works a normal forty-hour workweek .
- Part-time: An employee working in a regularly budgeted position allocated to work hours of less than thirty-two (32) hours per week whose hours may be regular or irregular. An employee who is regularly schedule to work less than 20 hours per week are not generally entitled to City-provided benefits.
  - Regular Part-Time Employee: is an individual who works less than a normal forty-hour workweek and is hired for an indefinite period.
- Probationary: An employee who has not yet completed his/her probationary period.
- Regular: An employee who has successfully completed his or her probationary period and is retained in a fully budgeted position in the biennial budget.
- Temporary: an individual hired on a temporary basis. Temporary employees shall not be eligible for City-provided benefits or accrue seniority. Temporary employment shall not exceed a maximum of one (1) year. Temporary employees may be eligible for Public Employees' Retirement benefits dependent upon duration of appointment and hours worked.
  - Temporary Employee: generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee who works more than one thousand forty (1040) regular hours in a calendar year shall be required to join the applicable bargaining unit but shall not become a Regular employee until such Temporary employee shall apply for and be hired into a Regular position.

5.01.2 In addition to the foregoing classifications, all employees classified as Fair Labor Standards Act/Washington Minimum Wage Act exempt or non-exempt can be seen as:

- Exempt: Exempt employees are ordinarily paid on a salary basis and are not eligible for overtime pay.
- Non-Exempt: Non-exempt employees are ordinarily paid by the hour and are eligible for overtime pay.

5.01.3 If an employee has any questions regarding his/her classification or exempt/non-exempt status, please contact Human Resources.

## 5.02 PROBATIONARY PERIODS

5.02.1 The City of Oak Harbor carefully monitors and evaluates all new employees and all current employees transferred or promoted to a new job during an initial probationary period. Newly hired, transferred or promoted employees should also use this probationary period to ensure that the new position is satisfactory.

5.02.2 The probationary period(s) will be set at the time of hire and begin as of the first hour of work. Probationary periods will follow the guidelines set forth below:

- For an individual who is not a city employee and was hired into a full-time position or a part-time position which is 20 hours per week or more: the first 12 months following hire.

- For an individual hired into a part-time position which is less than 20 hours per week: the first 24 months following hire.
  - For a current employee promoted or transferred to a new position: the first 6 months following the date of transfer or promotion
- 5.02.3 During this probationary time if it is determined that the placement is not working out satisfactorily, the employee may be terminated (new employee) or returned to a prior position for non-disciplinary reasons (i.e. performance of the job) (existing employee) at any time without cause or advance notice. Existing employees shall return to their prior or similar position if it is available and if not available may be placed in any other available position for which the employee is qualified and if nothing is available shall be laidoff as provided in Section 6.02 of this Agreement.
- 5.02.4 An employee's probationary period may be extended up to six (6) months if deemed appropriate in light of absences, performances issues, or other considerations upon notice to the employee at least three (3) weeks prior to the completion of the probationary period.
- 5.02.5 Transferred or promoted employees will normally be reviewed within three (3) weeks of the end of their probationary period.
- 5.02.6 Employees will be allowed to continue in their position if the Department Director approves and the employee receives a satisfactory evaluation near the end of his/her probationary period
- 5.02.7 Employee evaluations during the probationary period will be at or proximate to the three (3) month mark, the six (6) month mark and just prior to the completion of the period.

### 5.03 TRANSFERS/PROMOTIONS

Management in its sole discretion may determine that outside recruitment is in the City's best interest provided however, upon request by the Union, the City will provide to the Union its reasons for outside recruitment.

#### 5.03.1 TRANSFERS:

The City of Oak Harbor may, at its discretion, initiate, or approve employee sought, job transfers from one position to another, or from one Division to another.

- 5.03.1.1 The City may require employees to transfer to either a temporary or regular position to accommodate the organization's business needs.
- 5.03.1.2 Required transfers shall generally be by mutual agreement between the employee and the City except in cases where the employee has the unique qualifications, skills or abilities required by the City at that time.
- 5.03.1.3 Where an employee with unique qualifications, skills or abilities is retained without mutual agreement the City will, upon request of the Union, explain the situation and the need to retain the employee in the position. Employees transferred to a position within the same salary range will continue to receive their existing rate of pay.
- 5.03.1.4 Any employee who seeks and is granted a transfer to a position with a lower wage rate shall be paid at the lower wage rate appropriate to their most recently granted wage step.

- 5.03.1.5 Any employee who seeks a transfer to a position with a higher wage rate will be considered as provided in Section 5.03.2 Promotions.
- 5.03.1.6 Employees involuntarily transferred to a position in a lower salary range shall be paid at their former rate. Employees may be paid at a rate within the lower salary range after ninety (90) calendar days in the new position when such reduction in wage is reasonable under the circumstances.

#### 5.03.2 PROMOTIONS:

All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Department Director and the Human Resources Department.

- 5.03.2.1 It is a goal of the City to promote from within and to fill vacant positions with qualified, existing employees. To help meet that goal the City shall first pursue applicants from within when deemed possible.
  - 5.03.2.2 Advancement from a wage grade I to a wage grade II is a promotion based on an employee attaining appropriate skills, abilities and qualifications, and shall only occur as outlined in this Section 5.03.2
  - 5.03.2.3 Employees promoted to a position in a higher salary range normally will be paid at a rate which is no less than three percent (3%) higher than their current pay. However, when reasonable under the circumstances less than 3% may be applicable.
- 5.04 Transferred and promoted employee's anniversary date which is used to determine eligibility for step increases will be adjusted to match that of the date of transfer or promotion pursuant to the City policy.

#### 5.05 INTERIM/OUT-OF-CLASS ASSIGNMENTS:

- 5.05.1 The City of Oak Harbor may authorize interim/out-of-class assignments to cover operational needs or absences. Interim/out-of-class assignments provide valuable on-the-job training and continued performance of critical workload.
- 5.05.2 Interim/out-of-class assignments will be assigned in advance and in writing by the Department Head. If an employee is working an interim/out-of-class assignment that will be in effect for more than fifteen (15) consecutive days, beginning on the sixteenth (16th) consecutive day of the assignment, the employee will receive a wage premium of no less than three percent (3%).
- 5.05.3 Interim/out-of-class assignments are limited to ninety (90) business days. Extensions require approval by the Mayor or City Administrator. In the event an interim appointment is required beyond six (6) months the Union may request the reasons why the position cannot be filled by the City.

#### 5.06 CAREER LADDER – STEP ADVANCEMENT:

- 5.06.1 The ability of an employee to be awarded a career ladder step advancement shall occur during the life of this agreement and shall only expire after the expiration of this Agreement if the City gives the Union 60 days notice prior to the expiration of this Agreement that the City will suspend such "steps" through the negotiation of a successor Agreement. Provided, however, this Section 5.06.1 shall not be

implemented by the City unless it is agreed by the parties through operation of APPENDIX B II that this limitation on the City is removed.

- 5.06.2 Employee advancement from one step to the next step is based on time served and is not automatic.
- 5.06.3 Prior to any advancement to the next step the Division Supervisor shall certify to the Director that the employee has satisfied skill base assessment justifying additional pay. The certification for step advancement is not part of the Annual Performance Review and is a separate process.
- 5.06.4 Division Supervisors' considerations for certification is generally based on employee job knowledge, skill and other qualifications; attendance, safety, performance and disciplinary records; the existing and anticipated needs of city service and available budget to fund the advancement.
- 5.06.5 Employees not granted advancement in step shall be advised of their deficiencies in writing and shall be given a written plan of remediation such that with compliance they are likely to advance when next considered eligible.
- 5.06.6 Any employee not advanced on their anniversary of employment may be reconsidered, with or without a written Performance Improvement Plan (PIP) after ninety (90) calendar days and if not then certified shall be considered on their next anniversary until arrival at the top step of their career ladder for their position.
- 5.06.7 Any employee remaining not advanced following the subsequent ninety (90) calendar day review may ask that their certification outcome be reviewed with them in the presence of their Union Agent such that the employee fully comprehends what needs to be done to achieve a step advancement upon the next opportunity.
- 5.06.8 Employee performance reviews and career step advancements are not linked as performance reviews are generally done proximate to early January while career ladder advancements occur if awarded proximate to an employee's anniversary date of probation completion.
- 5.06.9 Employee Performance Reviews:

Employees will generally have their performance reviewed annually during the month of January. Employees shall be afforded the opportunity to comment regarding their agreement or disagreement with their final review.

## 5.07 EMPLOYEE POSITIONS:

- 5.07.1 Each employee shall be given a position title (i.e.: job classification). Each position has a job description which will be provided to the employee by Human Resources at the time of hire, promotion, transfer etc.

### 5.07.2 Lead Employees

The Union recognizes that the City employs unrepresented supervisory employees in the position of "Working Lead" on various City crews. Such working lead employees perform the work of the Bargaining Unit side-by-side with Unit employees. It is recognized that over time Lead employee responsibilities may increase or decrease outside of a ratio to Unit employees and on a "business need" basis. The Union agrees that such work by Lead employees shall not be

challenged as “skimming”. The City agrees that Union work shall not be supplanted through an increased use of “Lead” positions.

5.07.2.1 Promotion/Return of Unit Employee “Leads”:

5.07.2.1.1 Promotion from the Unit: Bargaining Unit employees shall continue to be considered for promotion to available “lead” positions as has been the practice of the City prior to the Certification of the Bargaining Unit. Employees promoted out of the unit, including Lead positions, shall retain their City Seniority and Bargaining Unit Seniority however their Bargaining Unit seniority shall not continue to accrue (is frozen) once promoted.

5.07.2.1.2 Return to the Unit: Employees who have left the Bargaining Unit may be returned to the Bargaining Unit for available positions as has been the practice of the City prior to the Certification of the Bargaining Unit. Employees returned to the Bargaining Unit shall retain their City Seniority and their Bargaining Unit Seniority shall again begin to accrue as of the date they return to a Bargaining Unit position.

5.07.2.1.3 Existing Lead Employees: Employees classified as “Lead” at the time the Bargaining Unit was Certified shall retain all Bargaining Unit seniority for Bargaining Unit purposes that such Lead employee had accrued up to the date of the Bargaining Unit Certification and not beyond. Return to the unit by a Lead shall be as provided in Section 5.07.2.1.2

5.07.3 Employee positions and commensurate hourly compensation is attached hereto as APPENDIX A and APPENDIX B.

5.08 NEGOTIATIONS

5.08.1 Provided the needs of the City can be met without loss of services or any other additional cost to the City bargaining unit employees shall be granted “release time” to meet as a committee with City representatives to conduct collective bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed two (2) members on release time at any one time. At the request of the Union and agreement by the City the Union Bargaining Committee may be increased to a maximum of four (4) members on a meeting by meeting basis and without creation of a “practice”.

**ARTICLE 6 - SENIORITY, LAYOFF & RECALL**

6.01 SENIORITY:

The City appreciates and recognizes quality performance and seniority of employees; both of which contribute greatly to the service the City and employees provide to the Citizens of the City.

6.01.1 Length of service (Seniority) is measured from the original date of regular employment with the City of Oak Harbor, so long as the employee has not had a break in service (severance of the employment relationship) greater than thirty (30) days. During a layoff, employees with breaks in service greater than thirty (30)

days, but less than one (1) year per break, will be credited for their time actually worked only, i.e., the break time is not counted, unless required by law. Employees with a break in service greater than one (1) year receive credit for service only from their most recent date of hire with the City of Oak Harbor.

6.01.2 City Seniority: the length of time employed with the City, from the most recent date of hire as measured in Subsection 6.01.1.

6.01.3 Bargaining Unit Seniority: the length of time employed as a Regular employee within the bargaining unit including all time prior to the Certification of the Union as measured in Subsection 6.01.1.

## 6.02 LAYOFF:

6.02.1 Layoffs may occur as a result of lack of work, lack of funds, material change in duties or organization, the interests of economy or efficiency, or other causes as determined to be for the good of the city service by the mayor

6.02.2 The Department Director shall determine which Positions within the Department or Division are to be laid off.

6.02.3 The order in which employees will be laid off shall be determined by the city based on employee job knowledge, skill, performance and other qualifications; related to the existing and anticipated needs of city service. When two employees are equally qualified under such factors, the employee with the most Bargaining Unit Seniority shall be retained.

6.02.4 Prior to effectuating a layoff the Director shall schedule a meeting with the Union to review the layoff determination for possible alternatives to be suggested by the Union to effectuate any layoff as provided herein. Provided, however, the affected employee may pursue opportunities pursuant to Section 5.03 and 5.05 to avoid layoff..

6.02.5 If an employee desires and requests an alternative to layoff, as provided herein, the City may transfer or demote an employee or authorize part-time employment as permitted herein.

6.02.6 Layoffs and substitutions, therefore, are not discipline matters.

6.02.7 Employees selected for layoff will be given as much notice as is required by law, or is practicable under the circumstances.

## 6.03 REINSTATEMENT:

6.03.1 The names of persons laid off shall be maintained on a reinstatement list. Personnel policies and procedures shall provide for reinstating employees from a reinstatement list. An employee's name shall be maintained on the reinstatement list for up to one year (365 days) following the employee's layoff.

6.03.2 Employees who are laid off shall be offered a reinstatement opportunity for a vacancy in a Bargaining Unit position for which they are qualified. Such offer of reinstatement shall be by bargaining unit seniority and a senior laid off employee may elect to pass a reinstatement opportunity to another junior laid off employee however passing on an opportunity does not alter/extend the employee's position on the reinstatement list.

## ARTICLE 7 - HOURS OF WORK, SCHEDULING & OVERTIME

## 7.01 SCHEDULING

- 7.01.1 For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor recognizes a forty (40) hour work week, Monday through Sunday, for all regular employees.
- 7.01.2 The workday for employees generally consists of eight (8) consecutive hours with a regular assigned starting time for each employee and generally for five (5) consecutive days within a seven (7) consecutive day period.
- 7.01.3 The workweek will generally be Monday through Friday unless otherwise scheduled as provided herein.
- 7.01.4 Individual divisions may establish regular work hours and starting times that meet the need of their particular duties.
- 7.01.5 Each employee's scheduled work hours will be determined by his/her Division Director or designee. The Parties recognize the City may have a business need for different work schedules which may be established on a temporary or regular basis from time-to-time by the Department. Prior to effectuating a change in any employee's or employees' **regular** schedules there shall be a Labor Management Meeting (Section 3.05) between the Department (or designee), affected employee as invited by the City, and the Union (or applicable steward) to explore changes in work schedules to provide necessary City services by division or workgroup.
- 7.01.6 The City may **temporarily** adjust the regular daily work schedule starting time ahead or back to meet the needs of City work provided affected employees are provided at least one hundred twenty (120) hours notice and work/sleep impacts are considered by the City. If the City does not give one hundred twenty (120) hours notice to affected employees scheduled starting times may be **temporarily** adjusted ahead or back by as much as three (3) hours to accommodate work needs. The Department Director or designated supervisor will inform employees of any changes with as much notice as is reasonably available regarding any **temporary** changes to their regular daily work schedule, including any meal periods/rest break changes and any other changes that are considered desirable by the City to effectuate City work.
- 7.01.7 In the event the City should change the regular schedule of any employee without complying with the provisions of 7.01.5 and/or 7.01.6 the employee shall be paid at the overtime rate for such hours worked outside the regular schedule.
- 7.01.8 Employees may request an alternative work schedule on a temporary or ongoing basis, provided such an alternative work schedule shall not result in overtime liability or other increased cost of any type to the City. The supervisor and Department Director will determine if the requested schedule will adversely impact operational needs or otherwise be inconsistent with the City's interest. Alternative work schedules must be approved in writing by the Department Director. Approval may be withdrawn in the event it is determined that the arrangement is not in the City's best interest.
- 7.01.9 In the event of an emergency and/or adverse weather and/or natural disaster causes the change in an employee's or employees' schedule City Policy 4.11 shall apply.
- 7.01.10 Nothing in this Section 7.01 and Subsections is to avoid overtime after forty (40) hours in a week.

## 7.02 VACATION SCHEDULING

7.02.1 As a public service enterprise the City requires a predictable vacation scheduling process and must retain the ability to cancel a scheduled vacations when necessary to meet its public service obligations. 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 a negative impact, in the opinion of the City, on accomplishment of work. In the event the City would cancel an employee's vacation the employee may claim reimbursement for the nonrefundable portion of prepaid vacation arrangements.

7.02.2 Full-time regular employees will accrue paid vacation time on a monthly basis. The present rate is set forth below.

Years of Employment	Vacation Hours Earned	Maximum Accrual of Hours Earned
0 - 5 years	96 hours/year	192 hours
6 - 10 years	120 hours/year	240 hours
11 - 15 years	159.96 hours/year	319.92 hours
16 - 20 years	180 hours/year	360 hours
21 +	199.92 hours/year	399.84 hours

7.02.3 Part-time employees who work twenty (20) hours or more per week are eligible to accrue paid vacation on a pro rata basis on their percentage of full-time employment. For example, a part-time employee who regularly works 75 percent of a full-time schedule will accrue vacation hours equal to 75 percent of what a full-time employee would earn. Full-time employees who are on a temporary schedule change to Part-time for more than one half (1/2) month will have their vacation accruals adjusted to their part-time percentage. Should a full-time employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (1/2) a month, the employee will not be eligible to accrue vacation leave. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

7.02.4 Vacation requests by employees should be made at least thirty (30) calendar days but no less than fourteen (14) calendar days in advance to receive consideration for approval.

7.02.4.1 Requests made by an employee to a granting supervisor less than fourteen (14) calendar days in advance of the requested time off may be granted at the discretion of the City. Such requests shall be an exception and not the rule.

7.02.5 Vacation time off when granted shall be on a "first come first served" basis however, when two or more employee(s) are requesting the same days off the senior employee(s) will be granted the time off they request unless such time off would interfere with the operations of the City or create an adverse impact on City work.

7.02.6 Employees may accrue no more than the maximum accrual, according to their years of employment, as set forth in §7.02.2. Employees whose vacation balance exceeds the maximum accrual will cease earning vacation benefits until the

vacation balance falls below the maximum accrual. In extraordinary circumstances, the Mayor may grant approval for an employee to carry over the excess accrual. Request for carryover must be pre-approved in writing.

7.02.7 It is agreed that in the administration of the forgoing the employees are responsible for managing their vacation requests and accruals.

### 7.03 HOLIDAYS

7.03.1 The City of Oak Harbor provides paid time off for 11 holidays per year for regular full-time employees and part-time employees regularly scheduled to work twenty (20) hours or more per week. The holidays observed at the time this CBA was adopted by the City are:

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

7.03.2 Eligibility and Pay: In order to be eligible for a holiday, an employee must be in a paid status on the regular workdays immediately preceding and immediately following the scheduled holiday. A new employee will be eligible for a floating holiday on their first day of employment. Full-time regular employees will receive eight (8) hours of pay for the holiday (unless an alternative approach is established in a written agreement regarding an alternative work schedule). Part-time regular employees who are regularly scheduled to work twenty (20) hours or more per week will receive holiday pay on a pro-rated basis.

7.03.3 Floating Holidays: A floating holiday will be chosen by mutual agreement of an employee and his/her supervisor. A floating holiday must be taken in the same calendar year it is earned. At the end of the year unused floating holiday hours are forfeited, with the exception of an employee who requested a floating holiday and the request was denied. Unused floating holidays cannot be cashed out at termination.

7.03.4 The City recognizes some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the City's regular holiday schedule. Employees may use their accrued leave, excluding sick, or leave without pay for such occasions.

### 7.04 OVERTIME

7.04.1 In accordance with state and federal law, the City pays employees who have a non-exempt status (that is, who are eligible for overtime pay) overtime for all hours worked in excess of 40 hours during the workweek. Paid time off, shall be included as hours worked for overtime pay calculations. Non-exempt status is determined by legal standards based on the tasks and responsibilities associated

with a job. Each employee will be informed of their status at the time of hire. Questions about exempt or non-exempt status should be referred to Human Resources.

7.04.2 The Public Works Director or designee may schedule overtime or extra shifts, as needed. Employees are not permitted to work overtime without prior approval of their Department Director. In extraordinary circumstances justified by unforeseen conditions, an employee may work overtime without prior approval, so long as the Department Director or designee approves the overtime in writing no later than end of business the next business day.

7.04.3 For purposes of this Agreement the term "overtime" shall mean time-and-one-half (1½) the employee's straight time rate.

## 7.05 STANDBY DUTY

7.05.1 Where a Division routinely has a need for employees to be on standby during non-working hours and to respond to emergency call-outs after normal working hours the Employer shall post an annual schedule (calendar) of all qualified Division employees, in rotation, for such standby duty with such modifications to the annual schedule as needed consistent with this Section 7.05.1.

7.05.1.1 To the extent the Employer may be able to do so, standby assignments shall be equally allocated to all qualified employees within the Division. This provision shall not preclude alternative rotation methods agreeable to all such qualified employees and Management.

7.05.1.2 Employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City equipment assigned to them that allow them to be reached, and can respond on site within 30 minutes.

7.05.1.3 The hours spent "on-call" are not to be considered to be hours worked.

7.05.1.4 Leads may take standby duty if it is determined by the Department Director to be in the best interest of the City and is on the same basis as all other qualified employees.

7.05.1.5 Employees serving a standby tour of duty shall be paid \$32.00 per weekday (16 hours) of standby assignment and \$48.00 per weekend day (24 hours) which amount is not a part of the regular wage rate.

## 7.06 ATTENDANCE AND PUNCTUALITY

7.06.1 Excessive tardiness and poor attendance disrupt workflow and customer service and will not be tolerated. Employees are expected to report for work punctually and to work all hours scheduled by their supervisors including necessary overtime.

7.06.2 The parties recognize that employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the employee may be required to provide to the Employer a medical provider's note, in a form acceptable to the Employer, assuring the Employer of the employee's fitness to perform the specific duties of his or her job or such light duty alternative as may be offered by the Employer before returning to work after an injury or illness.

7.06.3 An absence is considered to be unauthorized if the employee has not followed proper notification procedures, or the absence has not been pre-approved. Failure to

notify the Employer properly of any absence may result in loss of compensation for the absence and may be grounds for disciplinary action.

7.06.3.1 Employees unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time. Non-exempt employees who are delayed in reporting for work more than thirty (30) minutes and who have not notified the Division Manager or the Department Director of their expected tardiness may lose the right to work the balance of the work day and such time off shall be without pay except for the employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence .

7.06.4 Employees must report to the Division Manager or the Department Director after being late or absent and provide an explanation of the circumstances surrounding the tardiness or absence and, when applicable, comply with Section 7.06.2.

7.06.5 Employees who are scheduled by the Employer away from the premises for business reasons should inform their Division Manager or Department Director of their whereabouts during working hours.

7.06.6 Employees who report for work without proper equipment or in inappropriate attire may not be permitted to work as outlined in Section 7.06.3.

7.06.7 An employee who reports for work in a condition unfit to work, for illness, injury or any other reason, will not be allowed to work and shall not be paid for resulting lost time except for the employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

#### 7.07 CALL-BACK PAY:

Non-exempt hourly employees normally will be granted a minimum of two (2) hours "call-back pay" for call-back work, i.e., irregular or occasional overtime work performed by an employee on a day when no work is scheduled, or at a time that requires the employee to return to work from an off-duty status. In calling back employees the City will post an annual signup list so that interested employees may make their interest known. The City will consider an employee's seniority along with other factors when assigning callback work from the signup list (if there is an active list) or otherwise.

7.07.1 Consistent with Section 7.06 the order of call back for employees who are not on City approved leave will be as follows.

1. Employee who is on stand-by duty in those Divisions that have regular stand-by positions.
2. The classification of employees within the division that normally performs the work and who have signed the signup list shall be offered the call back work; then,
3. If additional employees are needed for the call back, the work will be offered to the remainder of the bargaining unit on the basis of best able to perform the available work then by seniority of those deemed best able to perform the work..

7.07.2 If at any time the City determines it lacks sufficient workers to accomplish the task to be performed on a callback after following the above the City may call any

employee it deems needed and such employee shall promptly report for the callback assignment.

#### 7.08 COMPENSATORY TIME OFF:

Request for compensatory time may be approved by the Director or designee and if approved must be approved in advance by the Department Director. In lieu of overtime pay, full-time non-exempt employees may request to receive compensatory time off (comp time) in lieu of overtime, at the same rate that the overtime hours are due (usually 1.5 times hours worked). The maximum amount of compensatory time that an employee may accrue is 160 hours. Once an employee has reached that accrual level, overtime compensation will be paid for any overtime hours worked.

7.08.1 If comp time is authorized in advance for a given project or activity an employee election of comp time in lieu of overtime is with the following understanding:

- Comp time generally cannot be carried over and must be used in the calendar year in which it was earned.
- Except as provided below comp time still on the books at the end of the calendar year will be paid and the accrual reset to zero (0) as of January 1 of the following year.
- Employees may request to carryover comp time if the employee has a scheduled and approved leave for which the employee has no other accrued leave (sick or vacation) to cover the scheduled absence in the following year.
- Comp time must be used before vacation leave and leave without pay (or be converted to cash overtime).

#### 7.09 MEAL AND BREAK PERIODS

7.09.1 Full-time employees are allowed an unpaid meal period which must be taken between two (2) and five (5) hours after the start of the work shift. Meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, as assigned by the Department Director. Part-time employees scheduled to work more than five (5) consecutive hours during any workday will receive a meal period of the same duration as full-time employees in their department. Meal period duration may be changed upon notice up to the commencement of the meal period due to unforeseen or emergent situations in order to efficiently address City service.

7.09.2 Employees required to work more than ten (10) hours in any workday will be allowed a second meal period no later than six (6) hours after returning from their first meal period.

7.09.3 Non-exempt employees are entitled to a paid fifteen-minute break for every four hours of working time usually taken between the 2<sup>nd</sup> and 3<sup>rd</sup> hour of each work period. The Public Works Director or designee shall schedule time for non-exempt employee's break periods on a case by case basis as necessary to efficiently address City services. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen minutes for every four hours, scheduled rest periods are not required.

7.09.4 Time spent on breaks will be compensated as work time. All break time shall include all travel away from the worksite. Employees are expected to be punctual in starting and ending their breaks and may be disciplined for tardiness. There

shall be no incidental personal use of City vehicles during breaks. Personal use does not include such use that substitutes for the City Lunch/Break room. The City reserves the right to limit the use of City vehicles for employee observance of breaks and lunches at non-City facilities at any time upon thirty (30) days notice of the change where such change is for legitimate business reasons including bona fide adverse citizen perception regarding efficient use of City workforces. The City agrees it shall be available to bargain the impact of such limitation during the thirty (30) day notice period.

7.09.5 Employees are required to take their breaks and are not permitted to use break time to lengthen their meal period or shorten their work day.

## **ARTICLE 8 - WAGES & POSITIONS**

### **8.01 POSITIONS:**

8.01.1 Employee Positions covered by this Agreement are attached as Appendix A and a part hereof by this reference.

### **8.02 WAGES:**

8.02.1 The wage table for Bargaining Unit employees is attached as Appendix B and is a part hereof by this reference.

## **ARTICLE 9 - EMPLOYEE BENEFITS**

### **9.01 HEALTH AND WELFARE BENEFITS**

9.01.1 Eligibility and continued employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

9.01.2 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the bargaining unit and their enrolled dependents shall be consistent with the provisions of this Article and Section.

9.01.3 The Employer shall provide eligible enrolled employees a group medical and group dental plan at no cost to the employee during the term of this Agreement. In the event of extraordinary increases in group insurance premiums imposed by the group insurance carrier(s), the Employer and Union agree to reopen this Article for renegotiation.

9.01.4 Coverage for Spouses, Domestic Partners and Dependents: Employees are entitled to obtain insurance coverage under the City's health insurance programs for their spouse or domestic partner, as well as any dependents, subject to any cost-sharing and eligibility requirements.

9.01.5 Employees who want to obtain coverage for a spouse or domestic partner will need to complete an affidavit of marriage or domestic partnership. Employees should contact the Accounting Technician – payroll for appropriate forms.

9.01.6 Benefits Eligibility for Regular Part-time Employees: Employees who work twenty (20) hours per week are eligible for employee health care coverage, but must pay for spouse, domestic partner and dependent health care coverage. Employees who work thirty-two (32) hours or more but less than forty (40) hours

per week on a regular basis are eligible for partial payment of spouse, domestic partner and dependent health care coverage.

9.01.7 The Employer shall pay seventy-five percent (75%) of premium amount required to provide eligible enrolled spouses and dependents of enrolled employee covered by this Agreement with group medical and group dental insurance coverage.

9.01.8 The Employer shall reimburse those members of the bargaining unit who have been continuously employed prior to January 1, 2001, 40% of employee medical/dental premiums, and spouse/dependent medical/dental premiums that the employee chooses not to use. For any change in benefit selections, or for persons hired after January 1, 2001, the reimbursement rate for the unused premiums will be at 25%.

#### 9.02 HEALTH AND WELFARE BENEFITS FOR 2013

9.02.1 Existing Health First Medical Plan – This optional plan will be available for all of 2013.

#### 9.03 HEALTH AND WELFARE BENEFITS FOR 2014

9.03.1 The City and Union mutually agree to open this ARTICLE 9 - to address a potential restructuring of medical benefits applicable as of January 1, 2014 and future years covered during the term of this agreement.

### ARTICLE 10 - MISCELLANEOUS PROVISIONS

#### 10.01 SAFETY EQUIPMENT:

It shall be mandatory that all employees use at all times all issued safety equipment appropriate for the tasks they are assigned to perform. Employees shall at all times follow safety policies and procedures. Any employee's violation of safety may result in discipline as determined by the Employer. The employer shall furnish proper safety devices for all employees as prescribed by WISHA standards.

#### 10.02 UNIFORMS AND EQUIPMENT:

10.02.1 The Employer shall continue to supply such uniforms, personal equipment or other issued items as is needed for each employee to perform their assignments. The Employer reserves the right to change type, quantity, quality, style, or any other attribute of any item the Employer shall provide to employees. All items supplied to employees by the Employer shall be and remain property of the Employer to be returned by the employee upon request of the Employer.

10.02.2 Employees shall only wear items issued except where no item of a like nature has been issued by the Employer or as has been customarily permitted considering appropriateness of message, cleanliness, state of repair, free of commercial endorsement etc .

10.02.3 Employees shall maintain all items issued to them by the Employer.

10.02.4 Any Employer issued item damaged through negligence of the employee shall be replaced by the employee at their expense.

10.02.5 The Employer shall replace any issued item as the Employer determines such replacement is needed; however, the City shall continue the maintenance of those items which have historically been maintained by the City.

10.02.5.1 The City shall supply:

Steel Toed Boots: The City shall annually provide each employee with up to two hundred dollars (\$200.00), for the reimbursement of steel toed boots. Employees are to submit requests for reimbursement on a timely basis according to City Policy.

Commercial Driver's License (CDL) and Various Certification: The City shall continue to pay for and/or reimburse employees for all CDL related costs and certification costs, as has been practice. Each employee with a CDL or certification is responsible for maintaining and tracking the expiration dates of their certifications. Employees need to submit requests for reimbursement on a timely basis according to City policy.

**ARTICLE 11 - DISCIPLINE**

11.01 The City reserves the management right to discipline, up to and including terminating the service of any employee who's performance is not satisfactory.

11.01.1 The City may discipline employees, up to and including discharge. Employees shall only be suspended without pay or discharged with "just cause".

11.01.1.1 It is recognized that management has a reserved right in ARTICLE 4 - and in Section 11.01 to effectively manage the enterprise. If management's decision to discipline is exercised fairly and reasonably, using the test of "whether a reasonable person taking into account of all relevant facts and circumstances would find sufficient justification in the conduct of the employee to warrant discipline/discharge" then such management decision shall not be disturbed.

11.01.2 Prior to suspending or terminating an employee, except in situations in which the City determines immediate action is required, the City shall first notify the employee and the Union, in writing, affording the employee and/or Union the opportunity to resolve the issue with the City.

11.01.3 Written notification of possible City administered discipline will generally be made within fifteen (15) days of from the time management becomes aware the event giving rise to the possibility of discipline, by hand delivery, personal email with USPS copy or by USPS mail alone, to the employee and by email or fax, to the Union.

11.02 In general, the City recognizes the principle of progressive discipline however such recognition is not an assurance that progressivity will be applicable in all cases.

11.03 The Employer agrees that in situations of poor work performance to advise the employee and the Union regarding employee performance failures. The Union shall have an opportunity to resolve such performance issues informally prior to the issuance of discipline; however such Union effort at resolution shall not delay progressive discipline, should progressivity be applicable, when in the judgment of the City discipline should be administered.

11.03.1 The Employer shall provide a copy of any written record of discipline to the employee. All performance related documents shall be retained in an employee's personnel file. Employees' shall have the ability to add a rebuttal to any record of discipline retained in the employee's file.

11.03.2 Any complaint about an employee or employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected employee for response and, together with the employee response, placed in the employee's personnel file.

11.04 Should any party review the disciplinary decisions made by the City regarding any employee, pursuant to ARTICLE 12 - Grievance Procedure or otherwise, such review shall include the employee's entire work history with the City with both the City and Union reserving the right to advance arguments regarding the significance and facts of the employee's work history.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 The Grievance Procedure is to provide a process for employees to resolve disputes with the Management's application of City Policies or this Agreement, to receive careful consideration and a prompt resolution.

12.02 Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal, demotion, or their performance evaluation.

12.03 A Grievance is a complaint by an eligible employee regarding disciplinary action taken against that employee or the application of any of the City policies or this Agreement to that employee.

12.04 It is the policy of the City insofar as possible to prevent the occurrence of grievances and to deal promptly and fairly with those which occur. No adverse action will be taken against an employee who files a grievance in good faith for reason of his/her exercise of the grievance right.

12.05 Misunderstandings or conflicts can arise in any organization and should be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation arise that the employee believes is a violation of City policy or this Agreement, the employee should follow the procedure described herein for bringing the complaint to management's attention.

12.06 Employees may at any time or step in the processing of a grievance be represented by the Union as the employee's exclusive representative in the administration of this Agreement.

### **12.07 FORMAL GRIEVANCES:**

Step 1: An employee, Shop Steward or the Union shall file any formal written grievance with their Department Head. The grievance must be filed within ten (10) working days of the event or occurrence leading to the complaint or ten (10) working days after the employee became (or should have been) aware of the circumstances. If the Department Head is the subject of the grievance the employee may proceed to step two.

A: Formal Grievances must be in writing and contain, at a minimum:

1. A description of the dispute;
2. The date of the circumstances leading the complaint, or the date when the employee first became aware of those circumstances;
3. The remedy sought by the employee to resolve the complaint.

4. The signature of the employee and the date signed.

B: The Department Director will investigate and provide a response to the employee and Union within ten (10) working days of receipt of the formal grievance.

Step 2: If the employee is not satisfied with the response from the Department Director, he/she may submit the Formal Grievance through Human Resources to the City Administrator or his/her designee. The grievance must be submitted within ten (10) working days of the response from the Department Director.

In the event the Employer should be the filing party such grievance by the Employer shall be filed at this step 2 by giving the Union a written grievance meeting the requirements of step 1 above.

A: The employee will receive a response from the City within ten (10) working days of receipt of the grievance. This response will be the final decision of the City. A copy will be sent to the Union.

#### 12.08 BOARD OF ADJUSTMENT (BOA):

In the event the grievance is not resolved at step 2 and the filing party desires to advance the grievance the filing party may file the grievance with the Employers'/Teamsters' Board of Adjustment pursuant to the Rules and Regulations of the BOA then in effect regarding such grievances mutually agreed to be so processed on a case by case basis. If a grievance is referred to the BOA and there is a majority decision all parties (City, Union and employee/employees affected) shall be bound to that decision as the final and binding conclusion to the grievance process. In the event the matter is a disciplinary matter and the BOA does not render a majority decision the filing party may advance the grievance pursuant to Section 12.09 below.

#### 12.09 ARBITRATION:

12.09.1 Any Disciplinary appeal (i.e. appeal of a suspension without pay or a termination) not resolved by the BOA procedure provided above may be taken to arbitration by the City or the Union as herein provided.

12.09.2 Either party may, within fifteen (15) calendar days after failure to adjust the grievance in subsection 12.08, serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within fifteen (15) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the City will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

12.09.3 Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within thirty (30) calendar days after the close of the arbitration hearing.

- 12.09.4 The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the employee and employees, if any.
- 12.09.5 The cost of any hearing room and the cost of the reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the parties. The arbitrator's fees and expenses shall be borne by the party requesting arbitration. All other expenses and costs shall be borne by the parties incurring them.
- 12.09.6 Time Limitations. The City and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement. In no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide compliance with the time limits herein.
- 12.09.7 No Work Stoppage, Slowdown, Boycott or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slowdown, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.
- 12.09.8 Venue for all grievance arbitrations shall be at the City of Oak Harbor unless otherwise mutually agreed.
- 12.09.9 The Arbitrator shall have no power to 1) violate public policy or require the City to expose any of its employees or the public to any form of endangerment because of a grievant's return to work by the arbitrator; 2) add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted. Such "interpretation" authority shall not violate any restriction upon the Arbitrator. Arbitrator decisions shall be subject to provisions of applicable existing laws, including Court and Public Employment Relations Commission (PERC) decisions, and executive orders and/or policies.
- 12.09.10 The City reserves the right to appeal any decision of any arbitrator to the Superior Court of Island County should any arbitrator decision violate public policy, any limitation in this agreement or require the City to expose any of its employees or the public to any endangerment. If the City should appeal a decision as herein provided it is agreed the Court shall have full jurisdiction to adjudicate the matter.

## **ARTICLE 13 - LEAVES**

- 13.01 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for permitted leave.
- 13.02 Leave requests by employees should be made at least thirty (30) calendar days but no less than fourteen (14) calendar days in advance to receive consideration for approval.

13.02.1 Requests made by an employee to a granting supervisor less than fourteen (14) calendar days in advance of the requested time off may be granted at the discretion of the City. Such requests shall be an exception and not the rule.

13.03 Union Leave:

- a) The City shall grant time off to employees requested by the Union as provided herein, without pay or benefits and without loss of seniority or City time-in-service, to any employee designated by the Union, to attend a labor convention, seminar or training or to serve in any capacity on other official business.
- b) Prior to granting any Union Leave the Union shall provide to the City no less than fourteen (14) calendar days written notice requesting the Leave be granted and specifying the employee affected, the length of time off and the specific reason for the time off. An employee(s) accepting an assignment with/for the Union may be granted a leave of absence, pursuant to this section, for up to fourteen (14) days which may be extended to ninety (90) days by agreement with the City.
- c) The City shall not be required by this Section 13.03 to grant leave to any employee where such absence by the employee would tend to interfere with the efficient conduct of the City's business.

13.04 Compassionate Leave:

An employee shall be granted a paid leave of absence, not to exceed five (5) working days.

**ARTICLE 14 - SICK LEAVE**

- 14.01 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for employee sick leave.
- 14.02 All employees shall be required to perform the essential duties of their position with or without a reasonable accommodation. The City shall be entitled to request medical or other documentation to verify the appropriate use of sick leave as well as any requested accommodation. A doctor's note will typically be required when an employee is absent for more than three (3) consecutive days, or in other situations as reasonably deemed appropriate, on a case by case basis, by the City.
- 14.03 Should a full time employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (½) a month, the employee will have their sick leave accrual adjusted to their part-time percentage.
- 14.04 Notwithstanding an employee having an available sick leave balance, the City may terminate an employee who is habitually absent due to illness or disability if their condition cannot be reasonably accommodated in light of job duties and operational considerations. Reasonable accommodation may include consideration by the City of retraining or reassignment.

**ARTICLE 15 - NON-DISCRIMINATION**

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, pregnancy, marital status, sexual orientation, disability (as

defined by ADA), military status, Union membership or any other characteristic protected by law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court. The Union recognizes the City is an Equal Opportunity Employer.

**ARTICLE 16 - SEPARABILITY AND SAVINGS**

16.01 If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

**ARTICLE 17 - TERM OF AGREEMENT**

17.01 This Agreement shall become effective on the date of ratification, retroactive wherever specifically indicated herein, and shall remain in full force and effect until and through December 31, 2016. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2016. In the event of written notice of a desire to change or modify the Agreement by either or both parties, the wages, hours and conditions herein shall be modified only as permitted by law and negotiations shall commence without undue delay after receipt of such notice.

17.02 Should the City determine there is economic justification, the City may open this Agreement by giving notice to and meeting with the Union. The City shall provide the Union with the information supporting the City's determination. The City and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

This Agreement was adopted by the City on 8/7/13 which is its effective date.

BY:   
Mayor, City of Oak Harbor

BY:   
Secretary/Treasurer, Teamsters 231

## APPENDIX A CLASSIFICATIONS

The City and the Union reserve the right to correct classification references as certified by the PERC; and, the references to appropriate Divisions within Public Works.

Budget & Purchasing Specialist	ER&R	N-41
Construction Inspector	Eng	N-41
Equipment Mechanic	ER&R	N-39
WWTP Laboratory Technician	WWT	N-39
Engineer Technician	Eng	N-38
Solid Waste Spec II	SW	N-37
Storm Drain/WW Collections Spec II	WW	N-37
Streets Spec II	Str	N-37
Water Spec II	Wat	N-37
WWTP Operator II (new SS04)	WWT	N-37
Adm Asst - Eng	Eng	N-36
Parks Maintenance II (new SS04)	Pks	N-36
Facilities & Utilities Worker	Fac	N-35
WWTP Operator I	WWT	N-35
Parks Maint Spec I (new SS04)	Pks	N-32
Solid Waste Spec I (new SS04)	SW	N-32
Storm Drain/WW Collections Spec I	WW	N-32
Streets Specialist I	Str	N-32
Water Specialist I	Wat	N-32
WWTP Operator-In-Training	WWT	N-32

City Divisions are:

- Engineering
- Equipment Rental & Repair
- Facilities
- Parks
- Solid Waste
- Streets
- Waste Water (Storm-water)
- Waste Water Treatment (Plant)
- Water (Potable)

APPENDIX B WAGES

I. Wage Tables:

Effective 1/1/2012

Salary Range	Proficiency Level							
	A	B	C	D	E	F	G	H
32	18.37	18.92	19.49	20.07	20.67	21.29	21.93	22.59
33	18.92	19.49	20.07	20.67	21.29	21.93	22.59	23.26
34	19.49	20.07	20.67	21.29	21.93	22.59	23.26	23.96
35	20.07	20.67	21.29	21.93	22.59	23.26	23.96	24.68
36	20.67	21.29	21.93	22.59	23.26	23.96	24.68	25.42
37	21.29	21.93	22.59	23.26	23.96	24.68	25.42	26.18
38	21.93	22.59	23.26	23.96	24.68	25.42	26.18	26.97
39	22.59	23.26	23.96	24.68	25.42	26.18	26.97	27.77
40	23.26	23.96	24.68	25.42	26.18	26.97	27.77	28.60
41	23.96	24.68	25.42	26.18	26.97	27.77	28.60	29.46

II. Agreement for a Wage Opener

II.a. The City is contemplating a compensation study and this Bargaining Unit shall be included in such study. Upon completion of the City study, or upon such City action terminating consideration of a study, the Union may, upon ten (10) calendar days written notice to the City, open this Agreement for negotiation by the parties of the wage rates provided in this Agreement.

II.b. In the event the Union shall give notice as provided in II.a. then the “Provided, however ...” restriction stated at the end of Section 5.06.1 shall also be open for the removal of the restriction upon the City’s right to suspend steps upon giving the required notice.