

**A G R E E M E N T**

by and between

CITY OF CARNATION, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
TEAMSTERS LOCAL UNION NO. 763  
(Representing Public Works and Office-Technical Employees)

January 1, 2023 through December 31, 2025

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# AGREEMENT

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

## **ARTICLE I – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 **RECOGNITION** - The employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time classification contained in Appendix A, A.1.
- 1.1.1 “Full-time employee” shall mean an individual performing bargaining unit work in a position that entails forty (40) hours per week for more than four (4) months in any twelve (12) month period. “Part-time employee” shall mean an individual working in a position that entails less than forty (40) hours per week up to four (4) months in any twelve (12) month period and/or less than seventy (70) hours per month for any period.
- 1.1.2 A temporary employee shall be defined as an employee hired to work during any period when additional work requires a temporarily augmented work force. A temporary employee shall not be employed more than five (5) consecutive months not to exceed six hundred seventy-two (672) hours except when such temporary employee is working in relief of a regular employee on leave. The Employer shall not employ more than two (2) temporary employees at any one time. Temporary employees shall not be utilized for callbacks, weekend work or overtime except in emergency situations when bargaining unit employees are not available.
- 1.2 **PAYROLL DEDUCTION** - The Employer shall make deductions for Union dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Union on a monthly basis.

The Employer will stop or revise deducting such dues/fees from employees who revoke or revise consent or other written direction regarding payroll deductions, to the Employer; the Employer will promptly provide the Union a copy of the written revocation or change in deductions relating to union dues or fees. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or fee deduction system.

NEW-HIRE ORIENTATION - The Employer shall notify the Union of all new full-time and part-time employees hired into the bargaining unit. The Union and shop steward will then be provided 30 minutes during employees' regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

- 1.3 UNION OFFICIALS TIME-OFF - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted up to forty (40) hours of paid (straight time hours per year) and an additional forty (40) hours of unpaid time-off annually for conducting business vital to the employees in the bargaining unit, provided;

The Union will give two (2) working days notice in writing to the Employer of pending seminars or courses as endorsed by the union.

The Employer is able to staff the employee's job duties during the time-off period.

If there is a change in Shop Stewards during the year, the new Shop Steward can only draw on the paid leave remaining for the rest of the year.

- 1.4 UNION NOTIFICATION - Within seven (7) working days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.
- 1.5 Employees are required to inform the Employer of any change of address or telephone number within three (3) working days of the change.

## **ARTICLE II - NON-DISCRIMINATION**

- 2.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, political affiliation, mental, physical or sensory disability, unless it is in direct conflict with a bona fide occupation qualification.
- 2.2 Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender, unless the provision deals directly with one sex (i.e. Section 7.5.2).

## **ARTICLE III - HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY**

- 3.1 Hours of Work - The workday shall consist of eight (8) hours work, exclusive of mealtime.
- 3.1.1 The workweek shall consist of five (5) consecutive eight (8) hour days.
- 3.1.2 There shall be two (2) rest periods per day of fifteen (15) minutes, which shall be midway through the morning and afternoon segments of the workday.

- 3.1.3 The employer may change the workweek schedule so long as the employee(s) are provided two (2) consecutive days off (or as mutually agreed between the Employer and the employee(s)). The Employer shall provide employees not less than two (2) week written notice before changing the workweek schedule. The Union shall be notified of any schedule change.
- 3.1.4 Upon mutual agreement by the Employer and the Union the work hours may be changed to accommodate a four (4) day ten (10) hour workweek.
- 3.1.5 For purposes of this Agreement, all hours compensated except for compensatory time off shall be considered "hours worked."
- 3.2 Overtime - All work performed by an employee which has been authorized by the Employer in excess of forty (40) hours a week shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. This section shall not apply to the FLSA exempt positions stated in Article 3.1.6.
- 3.2.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes.
- 3.2.2 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being deducted as fifteen (15) minutes.
- 3.2.3 Overtime work shall be offered to qualified employees in rotation by seniority. The Employer shall post in the lunch room an overtime rotation list, which shall indicate overtime worked by each employee.
- 3.2.4 Compensatory Time - In lieu of overtime pay, compensatory time-off may be utilized upon the request of the employee. Scheduling of compensatory time shall be subject to approval of the employee's supervisor. Compensatory time-off in lieu of overtime pay shall be taken at the rate of one and one-half (1-1/2) times the hours worked. Employees may accumulate up to one hundred (100) hours of compensatory time.
- 3.2.5 On August 31<sup>st</sup> of each year of this agreement each employee may, at his/her option, apply and receive cash reimbursement, paid on the pay period in September, for any unused compensatory time accrued. All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, on the pay period in September of each year, the Employer at its sole discretion may buyout an employee's unused accrued compensatory time down to forty (40) hours.
- 3.2.6 The Employer shall not be required to pay for overtime worked which has not first been authorized by the department supervisor unless the overtime was caused by an emergency, to the extent allowed by law.
- 3.3 Callback - An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employees regular straight-time hourly rate of pay only for such time as occurs before the employee's regular shift. A refusal to respond to a callback shall be grounds for the full range of disciplinary action.

- 3.4 Higher Classification - In the event an employee works in a higher classification than that to which he is regularly assigned, he shall be paid the higher rate of pay for the period he works in that classification, provided the employee has worked for a period of not less than five (5) consecutive workdays in the higher classification.
- 3.5 Standby/On Call – The “Primary On-Call” Public Works employee shall be on call and accessible beginning on Monday at 3:30 pm to the following Monday at 7:00 am and is required to carry a communication device by the Employer during times other than the normal workweek hours shall be compensated for all such hours at the rate of two dollars and fifty cents (\$2.50) per hour. Notwithstanding Section 3.1.4, standby hours shall not be considered hours of work for any other purpose but standby. The standby rate of pay shall not be additive to any other pay status, for the purposes of overtime; nor shall the standby hours be used to pyramid any rate of pay paid to the employees, to the extent allowed by law. Employees on standby shall respond to the city shop, in person, within one (1) hour of the callback notice. Compensation will start at the time of call out, up to one (1) hour prior to arrival to the shop. Upon completion of the job and dropping off the city vehicle, an additional one (1) hour will be granted to the employee for his/her return trip. If the employee completes the assignment within the (3) three hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate rate of pay.

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

- 4.1 Probation Period – Each new employee shall be subject to a probation period of six (6) months commencing with his date of hire, during which period the employee may be subject to discharge without cause. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension or discharge of probationary employees.
- 4.2 Layoff, Recall and Job Vacancies - In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to best perform the duties required in the job. In applying this provision it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 4.2.1 In case of a layoff, the employee with the shortest length of continuous service in the classification affected shall be laid off first, provided those remaining on the job can perform the duties required in the job. Such person designated for layoff may bump a less senior employee in another classification for which he is qualified, provided those remaining in such classification can perform the required duties of the job.
- 4.2.2 In the case of recall, those employees with the longest length of continuous service in the classification affected shall be recalled first, provided they can perform the duties required in the job. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted. When the Employer is unable to contact an employee for recall from layoff, the Union shall be so notified. The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Further, if an employee does not respond within ten (10) working days to a registered letter recalling him to work or return to work when recalled, the Employer shall have no further obligation to recall him.
- 4.2.3 Notices of permanent job vacancies shall be posted on the bulletin board for at least five (5) working days. Employees who desire consideration for such openings shall notify the Employer in writing during the period the notice is posted. Bargaining unit employees who meet the minimum

qualifications for the position shall be given first consideration for positions in the same bargaining unit.

**ARTICLE V – WAGES**

- 5.1 The rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the contract year, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall be negotiated at the beginning of the fiscal year or upon re-negotiation of this Agreement, whichever is earlier.

**ARTICLE VI – HOLIDAYS**

- 6.1 The following days or day in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th
One (1) Floating Holiday	Date to be selected by mutual agreement between Employer and Employer

- 6.2 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime as well as other benefits herein stated.
- 6.3 An employee who is scheduled, required or called to work on a holiday shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked during the holiday in addition to the employee's regular holiday pay. (This section does not apply to Thanksgiving Day or Christmas Day. See Section 6.3.1)
- 6.3.1 An employee who is scheduled, required or called to work on Thanksgiving Day (4<sup>th</sup> Thursday of November) or Christmas Day (December 25<sup>th</sup>) shall be paid a minimum of four (4) hours at two (2) times the employee's regular straight-time hourly rate of pay for all hours worked during the holiday in addition to the employee's regular holiday pay.
- 6.4 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided however, employees returning from non-paid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.5 The holidays listed above represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth above.

- 6.6 All regular employees shall be paid for all approved holidays regardless of which day in the week the holiday should fall.
- 6.7 Employees who work less than eight (8) hours per day shall receive holiday benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours compensation at his regular straight-time hourly rate of pay for each contractual holiday.

**ARTICLE VII – LEAVES**

- 7.1 Vacation Leave - Each year employees who have completed six (6) months continuous service from the last date of hire with the Employer shall individually accrue a vacation on the following basis in accordance with his accumulated continuous service:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>SCHEDULED WORKING HOURS OF VACATION</u>
1 through 5	80
6 through 10	120
11 through 19	160
20 and thereafter	200

- 7.1.1 Vacations shall be scheduled by the Employer after considering departmental requirements and the times that the employee finds most suitable for his vacation.
- 7.1.2 An employee may carry over to the following year any unused vacation accrual, up to a maximum of eighty (80) hours. With approval of the City Manager, an employee may carry over more than eighty (80) hours. All other vacation time not taken during the year of entitlement shall be paid to the employee on the September pay period.
  - 7.1.2.1 During the final two (2) years of employment, an employee shall not be allowed to carry more than two hundred forty (240) hours of vacation accrual. Any vacation earned over two hundred forty (240) hours shall be used in accordance with 7.1.1 or paid to the employee immediately.
- 7.1.3 Upon the effective date of termination of an employee's employment, the employee shall be compensated for any earned vacation leave time, which has not been used.
- 7.1.4 Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave.
- 7.1.5 Employees who work less than eight (8) hours per day shall receive vacation benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours compensation at his regular rate of pay for each day of vacation earned.
- 7.2 Sick Leave - Employees shall accrue sick leave at the rate of one (1) day for each completed calendar month of service.
  - 7.2.1 Sick Leave shall accumulate in a bank and be available for future illnesses and additional bereavement leave as outlined in section 7.3.
  - 7.2.2 Sick Leave shall not be charged against an employee on a regularly scheduled day off.

- 7.2.3 Personal illness or physical incapacity resulting from causes beyond the employee's control, care of a spouse, dependent or a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, as well as forced quarantine of the employee in accordance with State or Community health regulations shall be approved grounds for sick leave usage.
- 7.2.4 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.
- 7.2.5 Employees who work less than eight (8) hours per day shall accrue sick leave benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours for each month of employment.
- 7.2.6 Usage - Such Leave shall be granted upon application before or within five (5) working days after the absence, depending on the circumstances of each case. Each employee shall use sick leave solely for the purpose of bona fide illness or injury and utilization of sick leave for any other purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physicians proof of illness.
- 7.2.7 Sick Leave time, which is used by an employee, shall be deducted from his accumulated sick leave time.
- 7.3 Bereavement Leave - If an employee suffers a death in the "immediate family", such employee shall be allowed up to three (3) days pay to attend the funeral. Bereavement leave, which has been approved beyond the allotted three (3) days, shall not exceed six (6) additional days, which shall be granted upon approval of the City Manager. Any additional days shall be deducted from the employee's sick leave bank.
- 7.3.1 The term "Immediate family" shall be defined as wife, husband, domestic partner, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents and grandchildren.
- 7.4 Jury Leave – Any regular full-time or part-time employee who is required to serve on a jury or as a result of official City of Carnation duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service (not including mileage reimbursement). A probationary employee called to Jury Duty shall have his probation period extended by the same amount of time, as he is required to serve Jury Duty. An employee who receives notice of Jury Duty or Witness Service must notify his supervisor immediately so that arrangements may be made to cover his position. The Employer reserves the right to request that an employee who is called for Jury Duty be excused if his absence would create a hardship on the operational effectiveness of the Department to which the employee is assigned.
- 7.5 Leave of Absence - A regular full-time employee who desires a leave for personal or business reasons shall be granted up to five (5) days leave without pay once each year.

- 7.5.1 If authorized by the City Manager, regular full-time employees may take up to twelve (12) months leave of absence without pay. Such leaves shall not constitute a break in service and the employee shall return to the same or equal position, provided there have been no lay-offs, but no benefits shall accrue during the leave of absence.
- 7.5.2 The Employer shall give maternity leave up to the applicable limit in accordance with State and Federal Law when requested.
- 7.6 The Employer will allow employees to use sick and/or vacation leave to care for family members in accordance with State and Federal Law.
- 7.7 To receive sick leave an employee must call in at least one (1) hour prior to their scheduled start time to receive sick leave pay. The employee must speak and /or make contact with their supervisor. If the supervisor is unavailable, employees must leave a message with the City Manager stating the reason for being late or unable to report for work.
- 7.8 Washington State Paid Family and Medical Leave - Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW 50A and the Employer's pertinent policies and procedures. Effective January 1, 2020, the employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.

#### **ARTICLE VIII – HEALTH AND WELFARE INSURANCE BENEFITS**

- 8.1 The Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who has attained seniority and who was compensated for eighty (80) hours in the previous month, the following:
- 8.1.1 HEALTH AND WELFARE: Effective January 1, 2023, based on December hours, the Employer shall pay one hundred percent (100%) of the monthly premium necessary for benefits under the Washington Teamsters Welfare Trust "Plan A."
- 8.1.2 DENTAL: Effective January 1, 2023, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary for benefits under "Plan A."
- 8.1.3 VISION: Effective January 1, 2023, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary for benefits under "The Extended Plan."
- 8.1.4 Domestic Partner Coverage – Effective January 1, 2023 based on December hours the Employer shall pay one hundred percent (100%) of the monthly premiums necessary to purchase domestic partner health and welfare, dental, and vision insurance coverages for each employees legal domestic partner under the currently existing health and welfare program made available under the Washington Teamsters Welfare Trust.
- 8.2 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Section, shall be posted on the bulletin board.
- 8.3 The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

- 8.4 Life Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain Group Basic Term Life Insurance coverage for each employee (including regular part-time employees) in the amount of fifteen thousand dollars (\$15,000.00) payable to the beneficiary designated by the employee, if physically qualified, but in no event shall the life insurance be less than five thousand dollars (\$5,000.00).
- 8.5 If increases are needed to maintain any stated benefits during the term of this Agreement, such equivalent increases shall be paid by the Employer.

#### ARTICLE IX – MISCELLANEOUS

- 9.1 Training and Development - Upon satisfactory completion of each class in an approved field of study, the Employer shall reimburse the employee the cost of tuition for that term. In those cases where the class is a college or vocational school class in which grades are given, a passing grade of "C" or higher is required for reimbursement.
- 9.1.1 All requested courses and the payment of tuition shall require prior Employer approval. The employee shall be required to provide documentation to the employer as proof of completion of the course(s).
- 9.1.2 The Employer shall provide employees the opportunity to attend activities necessary for maintaining required certifications. Employees required to attend a training activity shall receive eight (8) hours at the employees' regular straight-time hourly rate of pay. The Employer shall pay all costs related to such activities, including mileage in accordance with the established rate. The Employer shall pay for the mileage of an employees' vehicle usage only when there is no City vehicle available to be used. Employees required to travel out of the City of Carnation shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond twenty (20) miles from their normal workstation shall be compensated for travel time.
- 9.1.3 The Employer shall strive to further develop a training and development program to encourage positive labor-management relations, employee safety, proficiency, productivity and inter and intra departmental mobility. Such a program may be conducted either during or after regularly scheduled working hours. Employees attending voluntary training periods outside of regularly scheduled working hours shall receive no additional compensation, but shall be given consideration to operate equipment and receive assignments prior to other employees during working hours. Training periods will usually be a minimum of two (2) hours in duration and the Employer shall strive to schedule training sessions on a regular basis. To this end, the City's Safety Officer should be used to develop and schedule training opportunities.
- 9.1.4 Certification Testing – The expense of renewing an approved license and related endorsements or certification testing shall be paid by the City. The City shall determine and allow the employee a reasonable amount of time off with pay to take the necessary exam/test. If the employee fails to obtain the renewal of a license or certification after the first attempt, the employee shall be responsible for the cost of repeating the same test/exam.
- 9.2 Unemployment Compensation - The Employer shall continue to maintain a program of unemployment compensation, which provides benefits equal to those provided certain employees by State Law.

- 9.3 Uniforms - The Employer may establish a dress code for employees. If the Employer requires City logo'd clothing to be worn, it shall be furnished and cleaned by the Employer. Each employee shall be responsible for custody and return, if required, of the clothing items assigned to him.
- 9.3.1 The Employer shall provide a washer, dryer and all necessary cleaning agents to the employees for the maintenance of their uniforms. The washer, dryer and cleaning agents shall be available at the Public Works building.
- 9.4 Work Clothing/Footwear - Each year, the Employer shall reimburse the employees up to four hundred dollars and no cents (\$400.00) for the purchase, replacement or repair of steel-toed safety boots and work clothing at a supplier selected by the bargaining unit member upon receipt of the purchase order receipt.
- Footwear/Work Boots -- The field employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). Upon purchase, the Employer shall reimburse each employee towards the cost of such footwear, which shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ANSI Z41.1.-1991. The City will replace boots that are damaged in work related conditions and or accidents. The Employer shall replace worn out boots as needed on a quartermaster system.
- 9.4.1 Should any other group of employees of the Employer receive an increase in their footwear allowance during the term of this Agreement that increase shall automatically be made available to the employees covered by this Agreement.
- 9.5 Personal Safety Equipment - The Employer shall furnish personal safety equipment for the employee's use. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention. Personal safety equipment shall include, but not limited to, eye protection, hard hats, traffic vests and gloves where needed. The City Safety Committee should be referred to for recommendations concerning safety equipment.
- 9.6 Foul Weather Gear - The Employer shall furnish foul weather gear where needed. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention.
- 9.7 Showers - Showers shall be provided for those employees working with sewers or with toxic materials.
- 9.8 Performance of Duty - Nothing contained in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall he refuse to perform assigned duties to the best of his ability. Violation of this Section may result in disciplinary action.
- 9.9 Safety - The Employer and employees shall comply with all safety requirements pertaining to any applicable job classifications.

#### **ARTICLE X – MANAGEMENT RIGHTS**

- 10.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.

- 10.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 10.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 10.4 The Employer reserves the right to hire, promote, to discipline or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.
- 10.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

#### **ARTICLE XI – WARNING NOTICE, SUSPENSION AND DISCHARGE**

- 11.1 The Employer will adhere to the principals of progressive discipline (verbal warning, written warning, suspension, termination). Further, the Employer shall not discharge, demote or suspend any employee without just cause and without having previously issued a written warning notice to the employee affected; provided however the parties recognize theft, gross insubordination, selling, transporting or use of illegal narcotics and intoxication while on duty or other conduct of parallel magnitude may result in immediate discharge without a written warning notice. A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union. Warning notices shall not remain in effect for a period of more than twelve (12) months from date of said warning notice. Warning notices, to be considered valid, must be issued within ten (10) working days after the discovery of the occurrence claimed by the Employer in such warning notice.

#### **ARTICLE XII – GRIEVANCE PROCEDURE**

- 12.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement and/or any other issues in dispute between the parties shall be by utilizing the following procedure:
- 12.1.1 STEP 1 - The Union shall present the grievance to the employee's immediate Supervisor within fifteen (15) working days of its occurrence, or the date the employee should have reasonably known of its occurrence, the supervisor can request the grievance be reduced to writing, or it shall not be subject to the grievance procedure. The Supervisor shall attempt to resolve the grievance within ten (10) working days. If not so resolved, the grievance may proceed to STEP 2.
- 12.1.2 STEP 2 - If the grievance is not resolved at STEP 1, the Union may refer the grievance to the City Manager within fifteen (15) working days of the conclusion of STEP 1. The grievance shall be reduced to writing and shall include a statement of the basis of the grievance and/or the Section(s) of the contract allegedly violated and the relief requested. A meeting may be called to discuss the grievance by either party. If the Union representative and the City Manager are unable to resolve the grievance within ten (10) working days of its submission to the City Manager or after the STEP 2 meeting is held (whichever comes later), the City Manager shall submit in writing the reasons for denying the grievance to the Union. Upon receipt of the City Manager's response the Union may proceed to STEP 3.

- 12.1.3 STEP 3 - In the event of the failure of the Union representative and City Manager to reach a satisfactory adjustment within the specified time periods set forth in Sections 12.1.1 and 12.1.2, either party may refer the matter within ten (10) working days to a third (3rd) neutral party who shall serve as an impartial arbitrator. In the event the Union representative and City Manager cannot mutually agree upon the third (3rd) neutral party, they shall petition the Public Employment Relations Commission to submit a list of nine (9) names of qualified arbitrators from which the parties shall alternately strike names until only one (1) name remains. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision, which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.
- 12.2 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be borne equally by the Employer and the Union.
- 12.3 If the Employer is the grieving party, the same procedure set forth above shall apply except the roles of the Union and the Employer shall be reversed.

### **ARTICLE XIII – SEPARABILITY AND SAVINGS**

- 13.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint. In the event the Employer and the Union fail to reach an agreement as to a replacement for such provision, such dispute shall be submitted to the grievance procedure for final resolution.

ARTICLE XIV – DURATION

- 14.1 This Agreement shall be in full force and effect from January 1, 2023, through December 31, 2025.
- 14.2 No less than ninety (90) calendar days prior to December 1, 2025, the Employer and the Union shall meet for the purpose of negotiating changes to this Agreement.
- 14.3 Notwithstanding Sections 14.1 and 14.2, this Agreement may be opened by mutual agreement between the Employer and the Union to negotiate specific provisions of this Agreement.

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

CITY OF CARNATION, WASHINGTON

By   
Chad Baker, Secretary-Treasurer  
Date 2/9/23

By   
Ana Cortez, City Manager  
Date 2/10/23

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

January 1, 2023 through December 31, 2025

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

A.1 Effective January 1, 2023, the monthly and hourly rates of pay for each pay grade for classifications and the longevity bonus covered by this Agreement, shall reflect the following pay scale for all positions which includes a six percent (6%) increase over the 2022 wages and a five percent (5%) increase over the 2022 longevity, with the deletion of the 2022 Steps A and B and the creation of the new 2023 Steps F and G.

<b>2023 Pay Rates</b>							
<b>CLASSIFICATION</b>	<b>STEP A 00-06m</b>	<b>STEP B 07-12m</b>	<b>STEP C 13-24m</b>	<b>STEP D 25-48m</b>	<b>STEP E 49-72m</b>	<b>STEP F 73-96m</b>	<b>STEP G 97m+</b>
Accounting/Administrative Clerk I	\$4,519.84	\$4,699.90	\$4,887.31	\$5,083.90	\$5,287.85	\$5,499.36	\$5,719.33
<i>hourly rate</i>	\$26.08	\$27.11	\$28.20	\$29.33	\$30.51	\$31.73	\$33.00
Accounting/Administrative Clerk II	\$4,751.34	\$4,942.43	\$5,139.02	\$5,344.80	\$5,559.77	\$5,782.16	\$6,013.45
<i>hourly rate</i>	\$27.41	\$28.51	\$29.65	\$30.84	\$32.08	\$33.36	\$34.69
Community/Economic Development Tech	\$5,387.06	\$5,602.03	\$5,826.18	\$6,059.53	\$6,302.05	\$6,554.14	\$6,816.30
<i>hourly rate</i>	\$31.08	\$32.32	\$33.61	\$34.96	\$36.36	\$37.81	\$39.32
Maintenance Worker	\$4,751.34	\$4,942.43	\$5,139.02	\$5,344.80	\$5,559.77	\$5,782.16	\$6,013.45
<i>hourly rate</i>	\$27.41	\$28.51	\$29.65	\$30.84	\$32.08	\$33.36	\$34.69
Senior Maintenance Worker	\$5,098.60	\$5,302.54	\$5,513.84	\$5,734.32	\$5,963.98	\$6,202.54	\$6,450.65
<i>hourly rate</i>	\$29.42	\$30.59	\$31.81	\$33.08	\$34.41	\$35.78	\$37.22
Public Works Crew Lead	\$5,387.06	\$5,602.03	\$5,826.18	\$6,059.53	\$6,302.05	\$6,554.14	\$6,816.30
<i>hourly rate</i>	\$31.08	\$32.32	\$33.61	\$34.96	\$36.36	\$37.81	\$39.32

<b>LONGEVITY BONUS</b>	
After first nine (9) years of service	\$84.78
After fourteen (14) years of service	\$169.62
After nineteen (19) years of service	\$254.32

A.2 Effective January 1, 2024 and 2025, the monthly and hourly rates of pay for each pay grade for classifications of work and the longevity bonus covered by this Agreement, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Indexes average, June 2022 and 2023, through June 2022 and 2023, but in no case shall the increase be less than two percent (2.0%) or more than five percent (5%). The index used shall be the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Revised Series (1982-84=100) as published by the Bureau of Labor Statistics.

A.3 STEP Increases – STEPS A to B, B to C, C to D, D to E, E to F, and F to G are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1.

A.4 Longevity Bonus – In addition to the hourly rates of pay provided for in Appendix “A”, employees shall receive a monthly Longevity Bonus based upon their years of service with the Employer as follows:

After the first nine (9) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: 2023 – eighty-four dollars seventy-eight cents (\$84.78). The above dollar amount shall be increased pursuant to Section A.2 January 1, 2024, and 2025..

After fourteen (14) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: 2023 – one hundred sixty-nine dollars and sixty-two cents (\$169.62). The above dollar amount shall be increased pursuant to Section A.2 January 1, 2024, and 2025.

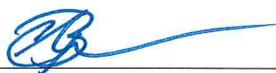
After nineteen (19) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: 2023 – two hundred fifty-four dollars and thirty-two cents (\$254.32). The above dollar amount shall be increased pursuant to Section A.2 January 1, 2024, and 2025.

\*The Longevity Bonus is increased each year at the same Consumer Price Index (CPI-U) rate as wages. (This reflects the current practice)

A.6 Step Placement Upon Promotion - An employee who is promoted to a higher paid classification shall be placed into the lowest pay STEP in the higher classification which provides for at least a five percent (5%) pay increase. Promotion to a higher classification shall not modify an employee’s anniversary date for future STEP advancements.

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

CITY OF CARNATION, WASHINGTON

By   
Chad Baker, Secretary-Treasurer

By   
Ana Cortez, City Manager

Date 2/9/23

Date 2/10/23

LETTER OF UNDERSTANDING

by and between

CITY OF CARNATION, WASHINGTON

And

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763

(Representing Public Works and Office-Technical Employees)

January 1, 2023 through December 31, 2025

IT IS UNDERSTOOD AND AGREED by the parties, City of Carnation, Washington (hereafter “the Employer”), and Teamsters Local Union No. 763 (hereafter “the Union”), enter into this agreement as follows:

The Employer agrees to actively post and fill the bargaining unit positions as outlined in Appendix A, A.1. Furthermore, the Employer agrees not to use non-bargaining unit personnel to perform bargaining unit work to avoid filling bargaining unit positions as outlined in Appendix A, A.1.

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

CITY OF CARNATION, WASHINGTON

By   
Chad Baker, Secretary-Treasurer

By   
Ana Cortez, City Manager

Date 2/9/23

Date 2/10/23