

A G R E E M E N T
BY AND BETWEEN
CITY OF PORT ORCHARD, WASHINGTON
AND
TEAMSTERS LOCAL NO. 589
(Representing the Municipal Court Employees)
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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AGREEMENT
 By and Between
CITY OF PORT ORCHARD
 and
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January 1, 2019 through December 31, 2021

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AGREEMENT
BY AND BETWEEN
CITY OF PORT ORCHARD
AND
TEAMSTERS LOCAL NO. 589
(Representing the Municipal Court Employees)

January 1, 2019 through December 31, 2021

PREAMBLE

THIS AGREEMENT, dated for reference purposes only the 1st day of January 2019, is entered into by the CITY OF PORT ORCHARD, WASHINGTON, hereinafter the "Employer", and TEAMSTERS LOCAL NO. 589, hereinafter the "Union".

ARTICLE 1EXCLUSIVE BARGAINING REPRESENTATIVE

- 1.1 The Employer recognizes Teamsters Local No. 589 as the exclusive bargaining representative for all employee classifications as found in Appendix "A". This Agreement does not cover temporary employees, supervisors, department heads and any other City job classifications not listed in Appendix "A".

ARTICLE 2NONDISCRIMINATION

- 2.1 The Employer and the Union agree that employment shall be consistent with applicable state and federal laws regarding discrimination.

ARTICLE 3UNION SECURITY

3.1 Section 1. Notification of New Hires

The Employer agrees to notify the Union within five (5) working days when new employees are hired.

Section 2. Dues Deduction Procedure

The Employer shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until such time as the authorizing employee revokes their authorization. The authorizing employee's dues deduction authorization shall remain in full force and effect until the month following a written notice revoking the same is executed by the employee and delivered to the Employer with a copy to the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.

ARTICLE 4 RIGHTS OF MANAGEMENT

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, authority and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Employer. Management's rights shall include, but not be limited to, the following:

- (1) The determination of Department policy, including the right to manage the affairs of the Department in all respects;
- (2) The right to assign working hours, including overtime;
- (3) The right to establish, modify or change work schedules, managing of facilities and equipment, including the amount of facilities and equipment;
- (4) The right to direct the employees of the Department, including the right to hire, evaluate qualifications, evaluate skill and ability, promote, demote, suspend, layoff and discipline or discharge for just cause;
- (5) The right to organize and reorganize the Department in any manner it chooses, including the size of the Department and the determination of job classifications and rank based upon duties assigned, except where such changes impact conditions of employment, wherein the Employer will notify the Union of its intent and offer the opportunity to bargain prior to the implementation by the Employer;
- (6) The determination of the safety, health and property protection measures for the Department in accordance with applicable statutes and regulations;
- (7) The selection, promotion or transfer of employees to supervisory or other managerial or technical positions;
- (8) The allocation and assignment of work to employees within the Department;
- (9) The determination of policy affecting selection or training of employees;
- (10) The scheduling of operations and determination of the number and duration of hours of assigned duty per week, except that the Employer will notify the Union of its intent and offer the opportunity to bargain prior to implementation by the Employer;
- (11) The establishment, modification and enforcement of Department rules, regulations and orders;
- (12) The transfer of work from one position to another within the Department;
- (13) The introduction of new, improved or different methods and techniques of operation of the Department or changes in existing methods and techniques;
- (14) The placing of service, maintenance or other work with outside contractors or agencies of the Employer;
- (15) The determination of the number of classifications and the number of employees within each classification; and
- (16) The determination of the amount of supervision necessary.

The failure of the Employer to exercise a management right, or its exercise of that right in a particular way, shall not create a vested right in the Employee to a continuation of a past practice with regards thereto.

- 4.2 **PROBATION** - Employees shall serve a probationary period of (12) twelve months and shall have no seniority rights during that period. After twelve (12) months an employee's seniority date shall become the date on which the employee started the probation period.
The Union may not question the dismissal of any probationary employee nor shall the dismissal be the subject of a grievance.
- 4.3 **PROMOTION-PROBATION** - The probationary period for an employee who has been promoted to a new classification shall be six (6) months. If an employee's performance in the new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted. In the event an employee is found to be unacceptable in the new classification during the probationary period, the employee and the Union may not question the Employer's decision to return the employee to a previously held position, nor shall the Employer's action be the subject of a grievance.

ARTICLE 5 UNION AND EMPLOYEE'S RIGHTS

- 5.1 Duly authorized Union Representatives shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer representative and that no interference with the work of employees or the proper operation of the Employer shall result.
- 5.2 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.
- 5.3 The Union shall be permitted to establish a job steward. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the business agent of the Union, who in turn may take the matter up with the Employer. The job steward may also sign up new employees. Union activities (except labor negotiations) shall not be carried on during working hours. Labor negotiations shall occur at mutually convenient times. The participating employee shall be in a paid status during normal working hours, unless the Employer, in its sole discretion, decides otherwise.
- 5.4 Any employee receiving higher wages or enjoying more favorable conditions than provided for in this Agreement shall not suffer by reason of its signing or adoption.
- 5.5 The Employer shall deduct regular Union initiation fees and dues when presented an authorization card signed by the employee.
- 5.6 The Union will supply to the Employer, signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Employer's records.
- 5.7 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 5.8 No employee shall be unlawfully discriminated against for upholding Union principles and any person who works under the instructions of the Union or who serves on a committee shall not lose their job or be discriminated against for that reason.
- 5.9 It shall not be a violation of this Agreement or cause for discharge of any employee who refuses to cross a legal, primary picket line in the performance of their duty, excluding emergency situations such as protection of life, safety, or property.

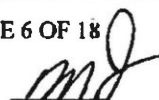
ARTICLE 6DISCHARGE & SUSPENSION

- 6.1 The employer agrees that no employee shall be disciplined without just cause. Whenever the Employer believes the employee has committed acts such as, but not limited to, dishonesty, drunkenness, improper use of controlled substances or abuse of medications whether prescribed or not, willful destruction of property or equipment, recklessness, or gross insubordination, may be subject to immediate termination from employment.
- 6.2 Employees guilty of lesser infractions such as but not limited to, chronic lateness for work, careless work habits, misuse of equipment, reporting for duty while under the influence of prescribed or non-prescribed medications which may have an effect or side effect to be expected by the printed label or monograph which could impair the efficiency of his/her work, or failure to observe Employer rules, shall be given a written warning notice, with a copy to the Union. Warning notices shall remain on file and in effect in an employee's personnel records for a period of twenty-four (24) months. Employees receiving a second warning notice during an eighteen (18) month period involving the reoccurrence of a previously warned incident or condition which remains in effect, may be subject to a suspension from work and/or termination from employment. In the event an employee receives a third warning notice for any reason, while any two warning notices of any complaint remain in effect, then such employee may be subject to a suspension from work and/or termination of employment.
- 6.3 The Union shall have the right to investigate any notices involving the discharge, suspension or warning of any employee, and the option of proceeding with the grievance procedure as recognized under Article 7 of this Agreement.

ARTICLE 7GRIEVANCE AND ARBITRATION

- 7.1 A "grievance" means a claim or dispute by an employee(s) or Union Representative with respect to the interpretation or application of the provisions of this Agreement.
- 7.2 An employee(s) who believes they have a grievance may present such a grievance within fifteen (15) calendar days of its alleged occurrence to the employee's immediate supervisor. If the alleged grievable occurrence occurs while the employee is not at work (on sick leave, vacation, holiday, excused leave of absence) then the fifteen (15) calendar day period shall not commence to run until the first working day that the employee returns back to duty. The Union Representative shall have thirty (30) calendar days to present a grievance after its alleged occurrence. The supervisor shall attempt to resolve the grievance within fifteen (15) calendar days after the grievance is presented to him.
- 7.3 If the employee(s) or the Union Representative is/are not satisfied with the solution by the Supervisor, the grievance, in writing, may be presented within fifteen (15) calendar days of receipt from the immediate supervisor to the Department Head who shall attempt to resolve it within thirty (30) calendar days after it has been presented to him or her. It is required that the written statement include the section of the Agreement allegedly violated, the facts, and the remedy sought.
- 7.4 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 7.5 The employee may, after any grievance involving the interpretation or application of this agreement which is not resolved by the Judge within thirty (30) calendar days after it is presented to him or her, file a request for arbitration through the Public Employment Relations Commission (PERC). The rules and regulations of PERC shall apply to the arbitration. The decision of the arbitrator shall be binding on both parties.


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ARTICLE 8HOURS OF WORK AND WORKING CONDITIONS

- 8.1 **WORKWEEK** - A maximum regular work week shall be forty (40) hours of work during the time period from 7:00 A.M. on Monday through 6:00 P.M. on the following Friday. The hours of work shall be set at the discretion of the Judge.
- 8.2 **OVERTIME** - Compensable hours in excess of forty (40) hours in any one work week, shall be paid for at the rate of one-and-one-half (1-½) times the regular straight time hourly rate. Compensable hours are defined as holiday pay, or pay for hours worked
- 8.3 **COMPENSATORY TIME** - If the employee prefers, overtime may be credited to compensatory leave time at the rate of one and one-half (1-½) hours for each hour of overtime. Scheduling of time to use the compensatory time shall be subject to approval of the employees' supervisor. If compensatory time is not taken within thirty (30) calendar days of the date earned it shall be converted to cash and paid in accordance with the above rate.
- 8.4 **Adjustments in the regular working hours of the employees for the convenience of the Employer shall not be construed to be in conflict with this Agreement.**
- 8.5 **OUT OF CLASS PAY** - There is no out of class pay unless employee is assigned to the position for more than thirty (30) calendar days.
 - 1st - 30th calendar days: no additional pay
 - 31st calendar day or more: 8% premium pay added to current hourly rate
- 8.6 **If at any time, the Mayor or his/her designee closes City Hall due to inclement weather or a state of emergency, employees will not be required to come to City Hall. The City will pay employees for the equivalent time of their regular working hours for that day and they will not be required to use leave. Employees who are already at City Hall and are required to stay by the Employer shall be credited the equivalent time of the closure into their vacation leave banks. The foregoing shall not apply to situations in which City Hall is closed to the public but remains open for employees to work.**

ARTICLE 9 WAGES, LONGEVITY PAY

- 9.1 **All employees covered by this Agreement shall be classified and compensated in accordance with Appendix "A" attached hereto and considered part of this Agreement.**
- 9.2 **After completion of two (2) years full-time employment, an employee shall be eligible for longevity pay. Such longevity pay shall be the employee's base pay plus one-quarter of one percent (.25%) for each additional year of employment. Each longevity pay increase shall commence in the pay period that the employee's anniversary date of employment occurs, and each longevity increase shall be calculated on the base pay for the position held by the employee. Employees hired after February 12, 2001 shall not be entitled to longevity pay.**

ARTICLE 10DEFINITIONS

- 10.1 **DEFINITIONS** - In construing the provisions of this agreement, the following definitions shall apply:
- 10.2 **A "full-time employee" is any person employed by the Employer who devotes his full time to the job during working hours on a yearly basis.**



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- 10.3 A "part-time employee" is any person employed by the Employer for less than forty (40) hours per week but not less than twenty (20) hours per week.
- 10.4 A "temporary employee" is any person employed by the Employer for not to exceed six (6) months duration. The Employee will be considered "full time" or "part-time" when his or her continuous service exceeds six (6) months.

ARTICLE 11HOLIDAYS

- 11.1 All employees shall be entitled to observe the following holidays with pay: the first day of January, commonly called New Years Day; the third Monday of January, being celebrated as the birthday of Martin Luther King, Jr.; the third Monday of February, being celebrated as the anniversary of the birth of George Washington; the last Monday of May, commonly known as Memorial Day; the fourth day of July, being the anniversary of the Declaration of Independence; the first Monday in September, known as Labor Day, the eleventh day of November, known as Veteran's Day; the fourth Thursday of November, known as Thanksgiving Day; the day after Thanksgiving; the twenty-fifth day of December, commonly called Christmas Day . All employees shall receive two (2) personal holidays each year to be selected by the employee; provided: The employee has been or is scheduled to be continuously employed by the Employer for more than four (4) months, and the employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, and the number of employees selecting a particular day off does not prevent an agency from providing continued public service.
- 11.2 The personal holidays must be taken during the calendar year or entitlement to that day will lapse, except when the employee has requested a personal holiday and the request has been denied.
- 11.3 Anything in this article notwithstanding, any employee whose regular work week includes a holiday on Saturday or Sunday will receive some other day off in lieu thereof at the discretion of the department head.
- 11.4 Whenever a legal holiday falls on a Saturday, the Mayor will designate by executive order the preceding Friday as a legal holiday. Whenever a legal holiday falls on a Sunday, the Mayor will designate by executive order the following Monday as a legal holiday. Alternatively, in either circumstance, the Mayor may designate by executive order another day as the subject legal holiday or he may designate two (2) days with a portion of the employees observing one (1) day and the remainder the other day, to permit continued operation of vital functions.

ARTICLE 12 VACATIONS

12.1 VACATION ACCURAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave.

All full-time employees will accrue vacation leave on a prorated monthly basis as follows:

Year 1: 10 days (80 hours) a year

Year 2: 11 days (88 hours) a year

Year 3: 12 days (96 hours) a year

In addition, each year on the employee's anniversary date, after three (3) full years of employment, one (1) bonus day (8 hours) of vacation for each year will be credited to his/her vacation account (i.e., the employee shall receive 1 bonus vacation day after 3 full years of employment with Employer). The total vacation/bonus day accrual shall not exceed thirty (30) days, or 240 hours.

12.2 ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a monthly and or calendar year basis in the same manner as provided in the vacation accrual section.

12.3 The Department Director has the discretion to allow an employee advance vacation leave that has not yet been accrued at any time during the year.

12.4 Each employee must use at least one week (five (5) consecutive days) leave each year for vacation purpose. The balance of vacation leave to their credit may be granted one at a time.

12.5 An employee, as defined herein, shall receive leave pay for any portion of vacation earned, but not taken, upon leaving the employ of the Employer (including for the reasons of voluntary termination and death of the employee); provided, however, that in case of voluntary termination, the employee shall have given at least ten (10) calendar days' notice of such termination before being entitled to receive such pay. Upon date of termination the employee shall receive compensation for all bonus vacation leave prorated from the last anniversary date.

12.6 Holidays observed during an employee's vacation period shall not be counted as vacation leave taken.

12.7 The leave pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.

12.8 An employee may carry over a maximum of Thirty (30) days of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year. However, upon termination, vacation pay shall not exceed two hundred forty hours. If an employee has accrued annual leave in excess of two hundred and forty hours, the employee may be continued on the payroll for the time equivalent to the amount of time in excess of two hundred forty hours of accrued vacation leave.

ARTICLE 13 SICK LEAVE

13.1 All full-time and part-time employees shall be entitled to sick leave pay when they are incapacitated from performance of their duties by reason of sickness or injury or when, through exposure to contagious diseases, the presence of the employee would jeopardize the health of others. Such sick leave for full time employee's shall accrue at the rate of one (1) day (8 hours) for each calendar month of employment and if not used shall


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accumulate to a maximum of one hundred twenty (120) working days (960 hours). Part-time employees shall have their sick leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Sick leave shall be accumulated and recorded on a monthly basis as provided in this section.


- 13.2 Sickness shall be reported by the employee at the beginning of any period of illness to the Court Administrator and, within three (3) days after returning to work, the employee shall give a written statement certifying the need for the absence and submit a formal request for approval of leave so taken, which request, when approved by the Department Head, shall be forwarded to the Human Resources Coordinator for filing in the employee's personnel file.
- 13.3 A doctor's certificate shall be required when the sick leave extends over a period of three (3) consecutive days.
- 13.4 Advance sick leave may be granted to employees who have two (2) or more years of continuous service with the Employer after they have exhausted all of their accrued vacation, compensatory, and sick leave.
- 13.5 Advance sick leave may be granted in cases of serious disabilities or ailments of the employee. Sick leave credit advanced shall be limited to not more than twelve (12) and not less than five (5) consecutive workdays. It shall be further limited to cases in which it is believed that the employee will return to full duty for a period of time sufficient to liquidate the advance.
- 13.6 Requests for advance sick leave shall be submitted by the employee to the Department Head concerned. The Department Head shall make a recommendation on the proposed request and forward it to the City Council for approval or disapproval. It will be signed by the Mayor and forwarded to the City Clerk for filing in the employee's file, and the employee will be notified of the Council's decision by the Department Head.
- 13.7 Sick leave earned after return to duty must first be applied to liquidate the sick leave advanced prior to being used as regular sick leave.
- 13.8 Any employee found to have abused the sick leave privilege by falsification or misrepresentation may thereupon be subject to dismissal upon recommendation of the Department Head and at the discretion of the City Council.
- 13.9 Employer does not accept/process reimbursement checks from the Department of Labor and Industries for time loss payments to employees. Instead, in cases of injury or illness which is covered by industrial insurance, the amount of insurance payments will be deducted from the next pay, if any, of the employee after the Department of Labor and Industries' award letter. Employees may use accrued leave to supplement their Department of Labor and Industries' time loss payment (up to the level of their regular pay) if they submit a written request to their Department Director and said request is approved.
- 13.10 At the option of the employee, sickness in excess of the maximum number of days accrued may be charged to unused vacation.
- 13.11 In lieu of sick leave buyout the Employer shall provide term life insurance on the employee's life, the beneficiary to be chosen by the employee. The policy shall be acquired as quickly after the effective date of this Agreement that the Employer can acquire the policies after calling for proposals and obtaining City Council approval of the proposals. The policy shall remain in full force and effect so long as the employee is employed by the Employer. The face amount of the policy shall be Fifty Thousand and no/100 Dollars (\$50,000.00). Only employees working thirty (30) or more hours per week shall receive this benefit. In addition, to be eligible for this benefit, the employee must meet all other eligibility requirements of the subject policy.
- 13.12 Washington State Family and Medical Leave Program – Employees are eligible for paid family and medical leave consistent with RCW 50A.04.115, effective January 1, 2020. The premium costs for the available leave

will be collected by the City effective January 1, 2019 from employees as follows: 45% of the medical leave portion and 100% of the family leave portion.

ARTICLE 14BEREAVEMENT


- 14.1 Employees shall be allowed up to three (3) days of paid bereavement leave for death in the immediate family upon approval and authorization of the Department Head. For travel out of State an employee shall receive, subject to the approval of the Department Head, an additional two (2) days of paid bereavement leave. Part time employees will receive bereavement leave for the amount of hours of their normal shift.
- 14.2.1 For purposes of paragraph 14.1 above, "immediate family" means the employee's spouse or registered domestic partner, their children and/or step-children, and both the employee's and the spouse's/domestic partner's sister, brother, grandmother, grandfather, mother, father, mother-in-law, and father-in-law, as well as any "step or foster" relation and any other familial inhabitant of the employee's household. If an employee would like to attend the funeral of an individual not listed in this section, upon approval and authorization of the Department Head, the employee may do so either by using accrued vacation leave, or if the employee has no vacation leave available, leave without pay. The timelines set forth in section 14.1, above, will apply to such leave. The provisions of Section 15.3 requiring exhaustion of sick leave before leave without pay will be authorized will not apply to Article 14.

ARTICLE 15LEAVES OF ABSENCE

- 15.1  CIVIL LEAVE - Any necessary leave may be allowed by the department head to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent only in the amount in excess of their regular salary over the compensation received, exclusive of travel or any other reimbursable allowances. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.
- 15.2 MILITARY LEAVE - Leave not to exceed twenty-one (21) calendar days during each year beginning October 1st and ending the following September 30th over and above annual vacation shall be allowed any employee who is a member of any duly established National Guard or Reserve Corps unit. During the period of military leave the employee shall continue to receive his or her normal salary, in addition to whatever is received by the employee from the military.
- 15.3 LEAVE WITHOUT PAY - Leave without pay may be granted at the discretion of the Department Head, subject to the approval of the appointing authority. Such leave will be granted only after all sick leave, if applicable, vacation and compensatory time has been exhausted and under no circumstances in excess of ninety (90) calendar days. Leave without pay shall not be granted for the purpose of the employee accepting other temporary employment or to gain personal advantage or profit. During an authorized leave without pay, the employee shall not receive any benefits nor shall they continue to accrue seniority. Nothing herein is intended to supersede the employee's rights under applicable State or Federal Leave Law.
- 15.4 UNAUTHORIZED ABSENCE - Unauthorized absence from duty for three (3) consecutive working days shall constitute grounds for dismissal upon recommendation of the Department Head at the discretion of the appointing authority.

ARTICLE 16.....HEALTH AND WELFARE


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- 16.1 **MEDICAL COVERAGE** – Subject to the remaining terms of this Article 16, the Employer will provide health insurance coverage through the Association of Washington Cities (AWC) Health First 250 or Kaiser Permanente \$20 Copay/\$200 Deductible.
- 16.2 **DENTAL COVERAGE** - The Employer shall provide Teamsters Plan A Dental through the Washington Teamsters, for the employee, spouse and dependents.
- 16.3 **VISION COVERAGE** - The Employer shall provide Vision Plan, Extended Benefits through the Washington Teamsters for the employee, spouse and dependents.
- 16.3.1 All employees that have Dental Plan “A” and Vision Plan “EXT” through Washington Teamsters Welfare Trust must meet the eligibility threshold and be compensated for at least forty (40) hours per month to qualify for the above benefits as per the Trusts operating guidelines. If the employee does not meet the eligibility requirement, then they are not entitled to the benefits or alternative compensation for the same.
- 16.3.2 **MEDICAL BENEFITS FOR PART-TIME EMPLOYEES** Subject to the remaining terms of this Article 16, for part-time employees hired after December 9, 1996 the employer will pay 50% of the medical insurance premium as specified above for the employee only if the employee elects to pay 50% of the premium by payroll deduction. The employee may elect to purchase medical insurance coverage for their spouse and/or dependents at their own expense by payroll deduction.
- 16.4 The Employer shall have the right to change the health and welfare insurance company and/or plan so long as the medical premium impacts to the employee are cost neutral and the benefits in the new plan are substantially the same as the benefits in the plan in effect at the time the plan change is to be implemented. The term “cost neutral” is to be used in the context of employee monthly medical premiums. Employee medical premium amounts are listed in Appendix B of this Agreement, and are expressed as fixed dollar amounts for 2019 and a percentage to be applied in 2020 and 2021. “Cost neutral” means that the employee medical premiums will not be increased above the fixed amounts that would have been calculated under the previous plan’s allocation in the event the City elects to change health and welfare insurance plans or companies.
- 16.4.1 Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. See Appendix B.
- 16.4.2 The parties acknowledge that the Employer’s current health and welfare plans. Provided, however, if the total cost of monthly premiums for said plan increase by more than twenty-five percent (25%), the parties shall meet and confer. The Employer and the Union each reserve the right to reopen negotiations relating to health care to bargain over the impact of any changes to Article 16 of this Agreement, whether such changes are necessitated by the requirements of the Affordable Care Act, or any changes thereto, or otherwise.
- 16.5 If an eligible full time employee elects to waive the Employer medical coverage as provided in this Article 16 and the related insurance companies involved allow for such practice, the employee shall be compensated five hundred dollars (\$500) as a contribution to be determined as either a cash payment or a contribution to a HRA/VEBA account per month through the payroll process as a cost savings incentive. This cost savings incentive is only payable for those full months where the employee elects to waive coverage. Employees who participate may not be eligible to return to medical coverage until open enrollment periods as outlined by the insurance carrier.

Enrollment and eligibility for the Medical Incentive Program is subject to the total program max limit set at 12 participants city wide for the AWC sponsored health plans for 2019-2021.

Employees currently in the program will continue to remain unless they opt out. In the event, in an open enrollment period, the number of potential enrollees exceeds the available capacity, there will be a lottery for the available spots. Participants will not be unenrolled from their medical plan for the Medical Cost

Savings until the City has verified that the employee is eligible to participate in the Medical Incentive Cost Savings program.

ARTICLE 17NO REDUCTION IN BENEFITS

17.1 No ordinance granting any employee a benefit shall be changed during the term of the Agreement which would reduce the benefits to the employees for the duration of this Agreement.

ARTICLE 18 UNIFORM ALLOWANCE

Intentionally left blank.

ARTICLE 19SAVINGS CLAUSE

19.1 Should any provisions of this Agreement be found to be in violation of any federal or state law, or declared invalid by a court action, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree that any invalid provision of this Agreement shall be modified through collective bargaining prior to the expiration of this Agreement. All language in this Agreement will remain the same from year to year unless either party to the Agreement negotiates a change in the current language.

ARTICLE 20NO STRIKE CLAUSE

20.1 Per RCW 41.56.120, public employees are not permitted the right to strike or refuse to perform his/her assigned duties, and Local #589 shall so counsel its members.

20.2 Any employee violating this article shall be subject to immediate discharge or other disciplinary action as determined appropriate.

ARTICLE 21NEGOTIATION NOTIFICATION

21.1 This Agreement shall become effective when signed by both the Union and the Employer and remain in full force and effect from January 1, 2019 through December 31, 2021. Should either party to this Agreement wish to commence collective bargaining discussion over any changes they wish to introduce into a subsequent agreement, it is agreed that notice of such party's desire to open collective bargaining discussion shall be mailed to the other party not more than one hundred and eighty (180) days or less than one hundred and fifty (150) days prior to the termination date of the Agreement, and all efforts will be made to complete negotiations no later than thirty (30) days prior to the termination date. Both parties, after such notice has been given, shall forthwith seek establishment of a meeting for the purpose of discussion and negotiation of desired changes.

21.2 In the event that neither party provides such notice within the time period stated herein, the provisions of this contract shall remain in effect after December 31, 2021, for a period of one (1) year.

ARTICLE 22POLICIES

Intentionally left blank.


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ARTICLE 23 LEGALITY

Intentionally left blank.

ARTICLE 24 INTERVIEW GUIDELINES

Intentionally left blank.

ARTICLE 25 SHOP STEWARDS

Intentionally left blank.

ARTICLE 26 MISCELLANEOUS

Intentionally left blank.

ARTICLE 27 TEMPORARY EMPLOYMENT

Intentionally left blank.

ARTICLE 28 TRAINING AND EDUCATION

28.1 Municipal Court Employees shall be eligible to receive the educational incentive pay of 1% of base pay per hour. The employee must:

- (1) Have an associate degree from an accredited college or university in an eligible course of study; or

To receive the educational incentive, pay of 2% of base pay per hour, the Municipal Court Employee must:

- (2) Have a bachelor's degree from an accredited college or university in an eligible course of study.

The member must provide an official transcript and diploma.

ARTICLE 29 COURT DECORUM

29.1 Judges are admonished by the Code of Judicial Conduct to be "patient, dignified, and courteous to litigants, jurors, witnesses, lawyers," and others with whom they deal in their official capacity. Additionally, Judges must perform judicial duties without bias or prejudice.

29.2 These principles apply to all those who are a part of the Court, as all play an important role and are seen by the public as representatives of the Judge and the judicial system. The Judge must require and enforce the highest level of professionalism both within and outside the courtroom - a level of professionalism to which the Judge as well as the staff should be held.

29.3 The Judge must provide a workplace atmosphere that encourages individual growth and development, i.e., by having employees who are willing to follow the rules, work hard, be respectful of each other and be part



 CITY



 UNION

of an environment which ensures efficient operation of the Court. That is the obligation owed to the public by the Judge and is an obligation shared by staff.

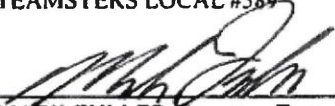
IN WITNESS WHEREOF, the parties hereto have set their hands on this 18th day of December 2018.

CITY OF PORT ORCHARD



ROBERT PUTAANSUU, MAYOR

TEAMSTERS LOCAL #589



MARK FULLER, Secretary Treasurer

ATTEST:



Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:



Sharon Cates, City Attorney



APPENDIX "A"

**TO THE AGREEMENT BY AND BETWEEN
CITY OF PORT ORCHARD
AND
TEAMSTERS LOCAL NO. 589
(Representing the Municipal Court Employees)**

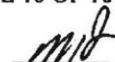
January 1, 2019 through December 31, 2021

Rates of pay shall be as follows:
(New rates shall go into effect January 1 of the pay rate year)

Lead Clerk				
Steps	Years	2019	2020	2021
7	5 years	32.22	33.03	33.86
6	4 years	31.28	32.06	32.86
5	3 years	30.37	31.13	31.91
4	2 years	29.48	30.22	30.98
3	1 years	28.62	29.34	30.07
2	6 months	27.78	28.47	29.18
1	Starting Pay	26.97	27.64	28.33

Court Clerk				
Steps	Years	2019	2020	2021
7	5 years	27.20	27.88	28.58
6	4 years	26.41	27.07	27.75
5	3 years	25.64	26.28	26.94
4	2 years	24.90	25.52	26.16
3	1 years	24.17	24.77	25.39
2	6 months	23.47	24.06	24.66
1	Starting Pay	22.78	23.35	23.93


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APPENDIX "B"

**TO THE AGREEMENT BY AND BETWEEN
CITY OF PORT ORCHARD
AND
TEAMSTERS LOCAL NO. 589
(Representing the Municipal Court Employees)**

Medical Benefits for Full Time Employees:

Employee Premiums for AWC Health First 250 and Kaiser Permanente

Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. The employees' share of the monthly premium shall be based on a numeric percentage of the total cost of the monthly premium for the subject plan (including the cost to insure dependents, if applicable).

The monthly dollar amount employees are required to pay for each of the subject medical plans will be calculated using the employee premium percentage (as represented by the table) multiplied by the medical premium per year:

AWC Health First 250	2019 Employee Premium \$/Month	2019 Employee Premium %	2020 Employee Premium %	2021 Employee Premium %
Employee only	\$59.46	8%	9%	10%
Employee and Spouse	\$119.41	8%	9%	10%
Employee and Spouse and 1 Dependent	\$148.95	8%	9%	10%
Employee and Spouse and 2 Dependent +	\$173.37	8%	9%	10%
Employee and 1 Dependent	\$88.99	8%	9%	10%
Employee and 2 Dependents	\$113.41	8%	9%	10%
Employee and 3 Dependents	\$113.41	8%	9%	10%

Kaiser Permanente \$20 copay/\$200 deductible	2019 Employee Premium \$/Month	2019 Employee Premium %	2020 Employee Premium %	2021 Employee Premium %
Employee only	\$48.62	8%	9%	10%
Employee and Spouse	\$96.44	8%	9%	10%
Employee and Spouse and 1 Dependent	\$120.84	8%	9%	10%
Employee and Spouse and 2 Dependent +	\$145.23	8%	9%	10%
Employee and 1 Dependent	\$73.02	8%	9%	10%
Employee and 2 Dependents	\$97.42	8%	9%	10%
Employee and 3 Dependents	\$97.42	8%	9%	10%


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HRA/VEBA:

For those full-time eligible employees who are offered and enroll in the AWC Health First 250 or Kaiser Permanente plans:

The employer shall establish and enroll employees in an HRA/VEBA account starting with their first covered month. The employee shall be responsible for all fees charged by HRA/VEBA for his/her respective account. The employer shall deposit for those employees that meet the criteria above, on a monthly basis, amounts as established below:

VEBA Contributions per month			
	2019	2020	2021
Health First 250			
Employee Only	\$ 15	\$ 25	\$ 35
Emp/Spouse	\$ 25	\$ 40	\$ 55
Employee Spouse /1 Dependent	\$ 35	\$ 55	\$ 75
Employee Spouse/ 2 Dependent +	\$ 40	\$ 60	\$ 80
Employee and 1 Dependent	\$ -	\$ 10	\$ 20
Employee and 2 Dependents	\$ -	\$ 15	\$ 30
Employee and 3 Dependents	\$ -	\$ 15	\$ 30
Kaiser Permanente \$20 Co-Pay/\$200 Deductible			
Employee Only	\$ 20	\$ 25	\$ 30
Emp/Spouse	\$ 35	\$ 45	\$ 60
Employee Spouse /1 Dependent	\$ 35	\$ 50	\$ 65
Employee Spouse/ 2 Dependent +	\$ 40	\$ 60	\$ 80
Employee and 1 Dependent	\$ 10	\$ 20	\$ 30
Employee and 2 Dependents	\$ 10	\$ 20	\$ 30
Employee and 3 Dependents	\$ -	\$ 10	\$ 20

Well City Incentive Program:

For those full-time eligible employees who are offered and enroll in the AWC Health First 250 or Kaiser Permanente plans:

The City participates in the AWC Well City Wellness Program. Each year AWC awards a discount off medical premiums for cities that participate and receive the Wellness Award. The City encourages employees to participate in wellness activity throughout the year to promote health and wellness. Those employees who are enrolled in the AWC Health First 250 or Kaiser Permanente plans during January 1st of the awarded year will be eligible for a wellness incentive bonus to be deposited to their established HRA/VEBA accounts. If an employee doesn't have an HRA/VEBA account already established, the employer shall establish and enroll said employee in an HRA/VEBA of the City's choosing. The employee shall be responsible for all fees charged by HRA/VEBA for his/her respective account.

The employer shall deposit \$100 for each eligible employee as described above on an annual basis.

Memorandum of Understanding
Amended to the AGREEMENT by and between

CITY OF PORT ORCHARD, WASHINGTON

and

TEAMSTERS LOCAL NO. 589

(Representing the Municipal Court Employees) dated
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the TEAMSTERS LOCAL NO. 589 (the "Teamsters") (representing the Municipal Court Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, RCW 2.36.150 provides that payments received by jurors from the court for each day's attendance constitute "expense payments"; and

WHEREAS, the City had previously adopted a City policy providing that employees who receive such jury duty "expense payments" may keep the payment check; and

WHEREAS, the City did not make this administrative correction during contract negotiations to establish a consistent practice across the City;

NOW THEREFORE, the City and the Teamsters have entered into this Memorandum of Understanding ("MOU") to revise Article 15.1 of the contract to read as follows:

- 15.1 CIVIL LEAVE - Any necessary leave may be allowed by the department head to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent. The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.

TEAMSTERS LOCAL NO. 589


Mark Fuller, Secretary/Treasurer

11/20/19
Date

CITY OF PORT ORCHARD


Bek Ashby, Mayor Pro-Tem

11-19-19
Date