

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Teamsters Union**



And

CITY OF FIRCREST - PUBLIC WORKS

Term of Agreement

January 1, 2025 - December 31, 2027

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ARTICLE 1 - TERMS OF AGREEMENT

1.1 Date and Parties. This Agreement is entered into by and between the City of Fircrest, a municipal corporation under the laws of the State of Washington and hereinafter referred to as the "Employer", and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union.

1.2 Term. This Agreement shall be effective on January 1, 2025 and shall continue in full force and effect until December 31, 2027. It is the intent of the parties to this Agreement that negotiations for a successor agreement shall commence no later than six (6) months prior to the termination of the Agreement.

1.3 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time nonsupervisory public works employees, including the Custodian, Utility Service Person I and II, Maintenance Worker I and II, Maintenance Lead, Working Utility Foreman, Public Works Office Coordinator, Utility Billing Assistant, and Utility Billing Clerk job classes employed by the City of Fircrest, for the purposes of bargaining and resolving disputes with respect to wages, hours, and working conditions. The term "Employee" shall mean a member of the Bargaining Unit covered by this Agreement.

1.4 Release Time for Union Business. Upon request by the Union, with reasonable notice relative to the duration of the requested leave period, the Employer will reasonably approve granting of a Leave of Absence without pay, unless it interferes or impacts the City's operations, for the period covered by this Agreement, without loss of continued accrual of seniority and aggregate company service or tenure status for all purposes, to an Employee who is a member of the Union in good standing and whom the Union may desire to have engage in the business of the Union.

1.5 Cost of Certifications. If an Employee is required to have special certifications or licenses in order to be able to perform the Employee's job duties then the Employee is responsible for obtaining the initial certifications or licenses at the Employee's expense, as a condition of continued employment. The City will pay the cost of maintaining the certification or license. Provided, the Employer will pay for the physical examination and additional licensing expense required for continued certification for a Commercial Driver's License (CDL) if a CDL is required by the Employer. This includes the physical examination either paid directly to the City-approved vendor for this purpose or reimbursed to the Employee when the Employee chooses to use another physician. The reimbursement amount paid for the CDL physical examination will not exceed the amount the City pays to the City-approved vendor for this purpose. Provided further, if an Employee is requested by the Employer to obtain an additional certification or license that is not required by the Employee's job description, then the Employer shall pay the cost of acquiring and maintaining the certification or license.

ARTICLE 2 - UNION RECOGNITION

2.1 Union Membership. All Employees working in the bargaining unit shall have the right to become a member of the Union. Union membership is the choice of the Employee. The Employer will furnish the Employees appointed to bargaining unit positions with membership materials supplied by the Union. Should the City take receipt of any signed membership forms, such forms will be forwarded to the Union as soon as practicable, but in no case later than one (1) payroll cycle following the Employee's submission of a signed membership form to the City.

2.2 Dues Deductions. Upon receiving notice of an employee's authorization from the Union, the City will deduct from each employee's paycheck once each pay period uniform regular monthly dues and applicable application fees. Such dues and fees shall be forwarded to the Union at the address provided. An employee may revoke authorization for payroll deduction of dues, in accordance with the terms and conditions of their membership authorization, by written notice to the Union. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective no later than the second payroll after receipt of the notice from the Union. The formula for calculating Union dues shall be uniform in nature for each employee in order to ease the City's burden of administering this provision. The actual dues amount shall either be a flat rate for all employees, or an amount based upon the hourly rate of each employee. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last payroll.

2.3 Indemnity. The Union and Employee shall indemnify and save the Employer harmless against any and all claims, whether or not legal action is commenced, including all legal fees associated therewith, arising directly or indirectly from the Employer's actions pursuant to this Article.

2.4 Protection. The City and the Union recognize and will not interfere with the right of Employees to choose to become or not become members of the Union and agrees there shall be no discrimination, interference, restraint, or coercion by the City against any Employee because of their membership in the Union or for in good faith giving evidence or making a complaint with respect to an alleged violation of any provision of this Agreement. Provided, any alleged violation of this Section shall be processed utilizing steps 1 and 2 of the grievance procedure set forth in this Agreement prior to seeking relief through other statutory agencies or the court system.

2.5 New Hire Orientation. The Union, through a Shop Steward or Union Representative, shall have up to thirty (30) minutes during the employee's first ninety (90) days of employment to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. Employee attendance at the union meeting is voluntary.

2.6 Union Access. The Employer will permit a duly authorized representative of the Union to have access to the Employer's premises during working hours for the

purpose of adjusting grievances, subject to security regulations; provided that such representative does not unreasonably interfere with the Employer's operations.

2.7 Democratic Republican Independent Voter Education ("D.R.I.V.E."). The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington D.C. 20001

The City will send, on a monthly basis, one (1) check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if it is in violation of any applicable law. No deductions shall be made that are prohibited by applicable law.

The Teamsters acknowledge that any contribution made by an employee to D.R.I.V.E. shall be strictly voluntary on the part of the employee. The Teamsters shall not pressure or otherwise coerce any employee to contribute to D.R.I.V.E.

2.8 Bulletin Boards. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a nonpolitical, non-inflammatory nature, and not defamatory toward the Employer, its elected officials, or other personnel. The Teamsters will remove all dated material. All costs incident to preparing and posting the Teamsters' material will be borne by the Teamsters and the Teamsters will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Subject to the terms and conditions of this Agreement, all of Management's inherent rights, powers, authority, and functions, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any non-bargaining unit work so long as it does not result in a layoff of current employees; the right to make and enforce reasonable work rules and standards of performance; the right to fix standards of quality and quantity of work, the right to control the scheduling and

recording thereof; the right to determine the number of Employees and the direction of the working forces; and the right to hire, select, train, discipline for cause (including the right to suspend and/or discharge), assign, promote, retire, and transfer its Employees, and the right to prohibit tobacco use in any form during working hours or on City property or within City equipment.

3.2 Restriction on Grievance Procedure. Management rights are not subject to the grievance procedure unless such rights are expressly limited by other provisions of this Agreement.

3.3 Health Standards. The Employer has the right to set and maintain physical and mental standards for its Employees and may require examinations. The Employer will pay the Employee for the time required for examinations at the regular rate of pay. The Employer may designate the licensed physician who shall be responsible for conducting any required examinations at the Employer's expense. The Employee may seek an examination (second opinion) by the Employee's own licensed physician at the Employee's expense. However, in the event of any disagreement between the two (2) physicians' opinions, the Employee shall be reexamined by a licensed physician mutually selected by the Employer's and Employee's examining physician at no cost to the Employee.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 Efficient and Uninterrupted Performance. The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. The Teamsters and the City agree that during the life of this Agreement the Teamsters will not cause, encourage, or participate in any strike (including strike picketing), slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Teamsters as prescribed in RCW 41.06.250. The Union shall take reasonable steps to avoid or eliminate any conduct contrary to this provision. So long as the Union and Employees are complying with the terms of this provision the Employer agrees that there will not be a lockout during the life of this agreement.

4.2 Violation. No individual shall receive any portion of their salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article. Any individual employee striking or refusing to work may be subject to termination.

ARTICLE 5 - CLOTHING AND EQUIPMENT

5.1 Tools. The Employer shall provide such tools as are necessary, in the Employer's opinion, subject to applicable safety regulations, to allow the Employees to perform the required work adequately and safely. Employees shall use reasonable care when using assigned tools belonging to the Employer.

5.2 Clothing and Boots.

5.2.1 The Employer shall furnish "Carhartt" type overalls, leather gauntlet gloves, rain gear, hip boots, rubber boots, and rubber face gloves. It is the Employer's sole discretion to determine the type, brand, and quality of the equipment supplied. The City shall replace or repair the clothing listed in this subsection on an as-needed basis as determined by the Public Works Director.

5.2.2 If the City requires a uniform, then it shall provide each Employee with five (5) sets, upon the date of hire. The Employee may receive up to two (2) new uniforms per year to replace worn-out or damaged uniform clothing as determined by the Public Works Director. The Employees are required to wear a safety-type utility boot. The Employer shall provide one (1) pair of safety utility boots for all Employees upon the completion of the probationary period. The City shall replace or repair the boots on an as-needed basis, as determined by the Public Works Director. If the boots have been improperly maintained or misused, then the Employee shall be responsible for their repair or replacement.

5.2.3 Employer provided clothing and boots shall only be used for City work.

ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

6.1 Membership. A Labor-Management Committee composed of not more than two (2) Employees, the Union Business Representative, and up to three (3) employer representatives shall be established. The respective choice of each party shall be recognized; however, each party shall notify the other party of a change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

6.2 Purpose. The Labor-Management Committee is intended to foster a relationship of mutual respect, open communication, and responsible issue resolution, and to discuss items of mutual concern. It is not intended to replace the dispute resolution process in the City's Human Resource Department.

6.3 Process. The Labor-Management Committee shall establish its own rules of procedure and shall meet whenever either the City or the Union requests a meeting. At the City's option, meetings shall either be scheduled during or after the normally scheduled workday. If the City elects to hold the meeting during the workday, Employee participants shall be on paid status, not subject to or counted toward an employee's overtime pay.

ARTICLE 7 - VACATIONS

7.1 Scheduling. Scheduling is a management right, but the Employer shall attempt to reasonably accommodate the desires of personnel. Only one (1) Employee

may be absent from each department at one (1) time for vacation purposes or for the taking of unpaid time off unless otherwise agreed by the Employer.

7.2 Requests. Vacation requests should be submitted to the Employer as early in the calendar year as possible, but no later than April 1 of each year. Requests received after April 1 shall be allowed if work schedules and operations permit.

7.3 Accrual.

7.3.1 An Employee may accumulate up to two hundred forty (240) hours of vacation leave. Vacation earned in excess of said maximum shall be used by the end of the following pay period or forfeited unless the Employee and Employer agree otherwise in writing.

7.3.2 Vacation time shall be earned from the date of hire but may not be taken until the completion of the probationary period. Vacation leave shall be prorated and accrued at the end of each payroll period. Regular part-time Employees shall earn vacation on a prorated basis based on the number of scheduled work hours in the year.

7.4 Vacation Allowance. Employees shall receive vacation in accordance with the following schedule:

<u>Continuous Service</u>	<u>Vacation Allowance</u>
0 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11 - 14 years	160 hours
15 - 19 years	176 hours
20 years or over	184 hours

7.5 Termination of Employment. Upon termination of employment for any reason, the Employee shall receive additional compensation at the base wage rate for all accrued vacation, unless the vacation has been forfeited pursuant to paragraph 7.3.1 above. Employees dismissed during their probationary period will not receive additional compensation at the base wage rate for all accrued vacation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Defined. A grievance is any complaint by the Union, arising from the interpretation or application of this Agreement. It is the intent of the parties that all

grievances be resolved at the lowest possible level, and the Employer and the Union are encouraged to reach informal resolution of all grievances as quickly as possible before implementing the formal grievance procedure set forth in this Article.

8.2 Time Limits. Time limits referred to in this Article must be strictly adhered to unless mutually waived in writing by the Employer and the Union. Any deadline falling on a Saturday, Sunday, or observed holiday shall be extended to the following day. The failure of the Union to timely process the grievance pursuant to these time limits shall be deemed a waiver of the right to proceed with the grievance and conclusive proof that the grievance has been resolved to the satisfaction of the grieving party. The failure of the City to timely respond to and/or process a grievance shall advance the grievance to the next grievance step, as provided in this Article.

8.3 Grievance Activities on Employee Time. All grievance activities shall be on the Employee's own time. The Employee shall not be paid for participating in the preparation of a grievance or in processing a grievance through the grievance procedure. Provided, however, the Employee shall be paid if any hearing or presentation is scheduled by the Employer during the Employee's normal work shift.

8.4 Content of Grievance. A grievance shall be in writing and contain the following information, to the extent known at the time of filing:

- a. The Employee's name;
- b. The date the event causing the grievance occurred;
- c. An explanation of the event that caused the grievance;
- d. The identification of witnesses, if any, that were present at the time the action causing the grievance occurred;
- e. The specific section of the Collective Bargaining Agreement which is alleged to have been violated;
- f. Specific remedy requested; and
- g. The Employee's signature or Union representative's signature if the Union is the grieving party.

8.5 Step 1 - Public Works Director. The Union shall submit a written grievance to the Public Works Director or designee within ten (10) calendar days of the occurrence that gave rise to the grievance or when the Union should have reasonably had first knowledge of the grievance. Response from the Public Works Director or designee shall be made in writing and delivered to the Union within ten (10) calendar days of the receipt of the original grievance.

8.6 Step 2 - City Manager. If the grievance is not resolved at Step 1, then the Union shall submit the written grievance to the City Manager or designee within ten (10) calendar days of receiving a response from the date the grievance was filed with the Public Works Director or designee. Response from the City Manager or designee shall be made in writing and delivered to the Union within ten (10) calendar days from the date the City Manager or designee received the Step 2 grievance.

8.7 Step 3 - P.E.R.C. If the grievance is not resolved at Step 2, the Union may submit the written grievance to the Washington Public Employment Relations Commission (P.E.R.C.) for mediation, or proceed to Step 4 within twenty (20) calendar days from the date of receiving the decision at Step 2. After engaging in good faith efforts to resolve the grievance through mediation, either party may declare a deadlock in writing to the other party.

8.8 Step 4 – Arbitration. Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Within twenty (20) calendar days from the date that a deadlock is declared by both Parties at Step 3 or following the City Manager or designee's response at Step 2 if the parties do not mediate, the Union shall submit to the City its written demand for arbitration. All parties agree to use binding arbitration by selecting an arbitrator through the Washington Public Employment Relations Commission panel of arbitrators.

8.8.1 The arbitrator's decision shall be final and binding, subject to the limitations on the arbitrator's authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base their decision solely on the contractual obligations expressed in this Agreement.

8.8.2 The parties shall equally split the arbitrator's fees and costs. All other fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees or for the expenses of witnesses called by the other party.

ARTICLE 9 - PROBATION AND PROMOTION

9.1 New Hire Probation. All new Employees shall serve a probationary period of six (6) months. The probationary period may be extended upon agreement of the Employee, the Union, and the Employer. Article 21.1.1 (Discipline for Cause) shall not apply to probationary Employees. Discipline and discharge of a probationary Employee is not subject to the grievance procedure.

9.2 Probationary Period. An Employee does not acquire seniority until after the completion of the probationary period. When an Employee has completed the probationary period, seniority shall date from the date of hire.

9.3 Promotions. Employees refusing promotions shall not be denied consideration for future promotions because of such refusal.

ARTICLE 10 – LAYOFF AND RECALL

If the City determines a layoff is necessary, employees will be laid off in reverse seniority order within each relevant classification. The last employee laid off shall be the first

rehired in their division (i.e., Utilities, Maintenance, and Billing). This procedure is to be followed for a period of one (1) year following the date of the layoff. If the City intends to rehire after a layoff, it shall send notice of its intent to rehire to all employees that were laid off. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from their receipt of the notice to advise the City in writing (email shall suffice), that they intend to accept the offer of rehire. They shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days later; provided, however, the City shall have no obligation to rehire said laid-off employee if they are no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with their current address and the Notice of Intent to Hire is returned unopened, or they fail to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

ARTICLE 11 - SENIORITY

11.1 Seniority List. Seniority shall be based on an employee's hire date. Each person hired during the term of this Agreement shall be added to the seniority list.

11.2 Break in Seniority. Seniority shall be broken only by discharge for cause, voluntary resignation or layoff exceeding twelve (12) months.

ARTICLE 12 - HOLIDAY LEAVE

12.1 Holidays. Employees shall receive holiday pay on each of the actual holidays provided below:

<u>Holiday</u>	<u>Actual Date</u>
New Year's Day	January 1st
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1 st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25th

12.2 Floating Holiday. Floating Holidays shall be earned from the date of hire but may not be taken until an employee has completed four (4) months of employment with the City. Each Employee shall be entitled to eight (8) hours of floating holiday time. The Employee and Employer shall agree in advance as to the date(s) the floating holiday will be observed. That date(s) shall not be modified without the mutual consent of

Employee and Employer. Provided, floating holiday time must be taken in the year it is accrued or it is forfeited.

12.3 Holiday Pay and Calculation. Holiday pay is calculated at the employee's base pay rate for their regularly scheduled work shift. Employees will receive holiday pay on the date provided in Section 12.1, except (i) employees will receive holiday pay on Friday when holidays fall on Saturday, and (ii) employees will receive holiday pay on Monday when holidays fall on Sunday.

12.4 Condition of Payment. An Employee is not entitled to receive compensation for a holiday unless the Employee is in a paid status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless this provision is waived in writing by the City Manager or designee. Regular part-time Employees will be paid on a pro-rated basis based on the average number of hours worked. A regular part-time Employee is not entitled to compensation for a holiday listed in paragraph 12.1 unless the day it is observed falls on the Employee's regularly scheduled workday.

ARTICLE 13 – SICK LEAVE

13.1 Probationary Period Sick Leave. Sick leave shall accrue from the date of initial employment.

13.2 Accrual Rate. Full-time Employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service. Regular part-time Employees shall earn sick leave on a prorated basis based on the number of scheduled work hours in the year. All sick leave shall be prorated and accrued at the end of each payroll period. Sick leave so granted and not used shall accrue to the credit of each such Employee, up to a maximum of nineteen hundred forty hours (1940 hours).

13.3 Cancellation Upon Termination of Employment. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Employer and is thereafter reemployed within one (1) year of the date of termination the Employee's accrued sick leave shall be reinstated.

13.4 Use of Sick Leave for Non-Illness Purposes. An Employee may utilize sick leave for any purpose provided for under applicable law.

13.5 Notice and Certification. Employees shall provide as much notice as reasonably practicable under the circumstances. A Doctor's certificate may be required when an Employee is absent for a period in excess of three (3) days.

13.6 Catastrophic Sick Leave Sharing. Sick Leave sharing shall be administered in accordance with the City of Fircrest Personnel Policies and Procedures Manual Chapter 8.5 Sick Leave Sharing.

ARTICLE 14 - HOURS OF WORK

14.1 Work Week. The work week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. Changes in the shift schedule will generally be given two (2) weeks in advance, absent emergency circumstances. Provided, if the City decides to implement a scheduled swing or graveyard shift it shall be subject to further negotiation.

14.2 Overtime. Overtime is defined as hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter hour. "Hours worked" for purposes of this article shall include paid holidays, vacation hours, and sick leave hours off, but shall not include hours off work because of disciplinary suspension or hours worked due to a voluntary trade initiated by the Employees.

14.3 Meal Periods and Breaks.

14.3.1 Meal periods shall be thirty (30) minutes with no pay. The meal period during a scheduled shift shall occur no sooner than two (2) hours nor later than five (5) hours after the beginning of the shift.

14.3.2 The Employee shall receive one (1) paid fifteen (15) minute break for each four (4) hours worked. Provided the break shall occur at a mutually convenient time within such four (4) hour period.

14.4 Required Overtime. Scheduling of overtime is an exclusive management right and the Employee shall consider overtime assignments as a condition of employment. Mandatory overtime shall first be offered on a voluntary basis, in order of seniority. Then, if no or not enough Employees volunteer, remaining mandatory overtime shifts shall be assigned in order of reverse seniority.

14.5 Emergency Call Outs.

14.5.1 Emergency call outs shall be a minimum of two (2) hours, regardless of the number of hours worked.

14.5.2 An Employee shall be paid overtime for an emergency call-out prior to the Employee's regularly scheduled shift for all hours worked until the commencement of the Employee's regular shift. The scheduled shift shall then be worked at the straight time rate of pay unless it would qualify as overtime under the provisions of paragraph 14.2, in which case it would be paid at the overtime rate.

14.5.3 Meals will be paid for pursuant to the terms of the City policy in effect at the time the meals are taken.

14.6 On Call Status and On Call Pay.

14.6.1 A Utility Service Person shall be assigned to on-call status on a weekly basis from the start of the employee's regular shift on Monday through the following Monday at the start of the employee's shift. The on-call employee must answer and respond to calls from the City-assigned phone. The on-call employee shall receive on-call pay of four hundred dollars (\$400.00) for the week they are on-call. If a City-observed holiday occurs during the on-call week, the employee shall receive an additional eighty-five dollars (\$85.00) of on-call pay (per holiday).

It is understood that the general expectation is for a single employee to be on-call for the entirety of the work week. In instances (i.e., vacation, personal emergency, sick leave, a Monday holiday, etc.) where there is a need for partial coverage from another employee, the City agrees to pay the covering employee for all hours worked, and in turn reduce the on-call pay for the employee who requests the coverage. The rate will be three dollars and thirteen cents (\$3.13) per hour worked as coverage. The assigned on-call employee is responsible for notifying the Department Director or designee of any on-call partial coverage, including the coverage hours and employee(s) providing coverage, before the relevant timesheet submittal is due.

14.6.2 When an Employee is called at home to perform City business, in addition to receiving the applicable on-call allowance, the Employee shall be compensated for one (1) hour at the Employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call. During the call status, the Employee will maintain a phone log to be submitted to the Employer along with the overtime request form and current time sheet. If the Employee responds to City headquarters or the worksite as a result of the call at home, then the normal overtime compensation process shall apply, including the two (2) hour minimum for emergency call outs.

14.7 Pursuant to General Provision 1.04.020, normal office hours for the Public Works Facility will be 8:00 a.m. to 4:30 p.m., Monday through Friday. However, office hours will shift to 7:00 a.m. to 3:30 p.m., Monday through Friday, during the period beginning on the Monday following the start of Daylight Savings Time and ending on the last Friday before the return to Standard Time, as set forth below:

- **For calendar year 2025:**
Adjusted hours shall be in effect from **Monday, March 10, 2025**, through **Friday, October 31, 2025**.
- **For calendar year 2026:**
Adjusted hours shall be in effect from **Monday, March 9, 2026**, through **Friday, October 30, 2026**.

- **For calendar year 2027:**
Adjusted hours shall be in effect from **Monday, March 15, 2027**, through **Friday, October 29, 2027**.

Alternative Work Schedules such as 9/80's will be considered, subject to mutual agreement and a determination that the alternative schedule will not unduly burden staffing levels or interfere with the ability to maintain normal office hours.

ARTICLE 15 - ADDITIONAL LEAVE

15.1 Bereavement Leave. If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be entitled up to twenty-four (24) hours of paid bereavement leave to use within six (6) months of the death. Immediate family shall be defined as a spouse, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), child, parent, sibling, grandparents, stepparents, stepchildren, grandchildren, and persons for whom the employee is the legal guardian. Immediate family member also includes the parent, child, sibling, and in-laws of the employee's spouse or registered domestic partner.

15.2 Washington Paid Family and Medical Leave. The State of Washington administers the Washington Paid Family Medical Leave program (PFML). Eligible employees may use and receive PFML benefits per State rules. The Employer and employee are responsible for their respective share of premium contributions to the PFML as determined and amended by the State of Washington. Employees' share of premiums will be deducted via payroll.

ARTICLE 16 - BENEFITS

16.1 Medical Insurance. The Employer agrees to provide medical insurance coverage for full-time Employees and their dependents. Coverage shall be through the Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst) or Group Health Cooperative Medical Plans. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.2 Dental Insurance. The Employer agrees to provide dental insurance coverage for full-time Employees and their dependents (as defined by AWC Dental Plan F). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust/Washington Dental Service Dental Care Plan. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.3 Vision Insurance. The Employer agrees to provide vision insurance coverage for full-time Employees and their dependents (as defined by AWC Vision

Service Plan (VSP)). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.4 Life Insurance. The Employer shall provide term life insurance for each full-time Employee in the sum of one (1) times the annual salary plus the dollar value of the accrued sick leave as of January 1 each year, rounded to the nearest \$1,000.00. The Employer may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.

16.5 Life Insurance Cost. The Employer shall pay the premium cost for the above-referenced life insurance.

16.6 Medical Insurance Cost. The Employer shall pay ninety percent (90%) and the Employee shall pay ten percent (10%) of the health care premiums for the term of this contract. The Employee contributions shall be made by payroll deduction. The Employer has established a Section 106 Plan for the benefit of enrolled employees. If the Employer increases its contribution to the health care premium for non-union employees, then the percentage paid by the Employer shall be increased to the higher contribution rate.

16.7 Dental Insurance Cost. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article 16.2.

16.8 Vision Insurance Cost. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article 16.3.

16.9 Workers' Compensation.

16.9.1 Supplementary Benefits. The Employer will provide Washington State Workers' Compensation or equivalent to Employees. Any Employee who is collecting Workers' Compensation temporary disability benefits as a result of an on-the-job injury or illness may opt to receive sick leave and/or vacation benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the Employee's regular rate of pay during the period of temporary disability; provided, however, such supplementary benefits shall not be paid in excess of such accruals credited to the Employee.

16.9.2 Reimbursement. Once the Employee receives Workers' Compensation payments, the Employee may reimburse the City for supplementary sick leave and/or vacation benefits representing the amount of workers' compensation benefits received. Such reimbursement shall cause reinstatement of hours to Employee's sick leave and/or vacation accrual balances.

ARTICLE 17 - WAGE SCALES

17.1 General Base Wage Adjustment. The wage tables in Appendix A show the wage adjustments provided in this Article.

17.1.1 Effective January 1, 2025, all classifications shall receive a general wage increase of three and six tenths percent (3.6%).

17.1.2 Effective on January 1, 2026, all classifications shall receive a general wage adjustment equivalent to one-hundred percent (100%) CPI-W, June-to-June, Seattle-Tacoma-Bellevue region, with a minimum of 1.5% and maximum of 3.5%.

17.1.3 Effective on January 1, 2027, all classifications shall receive a general wage adjustment equivalent to one-hundred percent (100%) CPI-W, June-to-June, Seattle-Tacoma-Bellevue region, with a minimum of 1.5% and maximum of 3.5%.

17.2 Additional Compensation.

17.2.1 Out of Classification Work. If the Employee is assigned by the Employer to perform work within the bargaining unit in a higher classification for more than three (3) consecutive scheduled work shifts, then the Employee shall receive a premium pay of five percent (5%) above their current base pay rate for all time worked in the higher classification. If the Employee is assigned by the Employer to perform work in a higher classification outside of the bargaining unit for more than three (3) consecutive scheduled work shifts, then the Employee shall receive a premium pay of five percent (5%) above their current base pay rate.

17.2.2 Work at Altitude. Employees required to work seventy-five (75) feet above ground or higher shall be compensated for actual time worked at two (2) times their current base pay rate.

17.2.3 Set-Up Required by Law.

17.2.3.1 For all departments, if state law or regulation requires that a foreman be present on the job site and no foreman is present, then the Public Works Director shall designate a qualified Employee to assume the duty of foreman and the Employee shall be paid a premium of five percent (5%) above their current base pay rate.

17.2.3.2 After concurrence with the Public Works Director, if the Working Utility Foreman decides that a lead worker/person-in-charge is required to be present at a job site for a reported two (2) hours or more, a qualified Employee will be assigned to assume the duty of lead worker/person-in-charge and the Employee shall be paid a premium pay of three percent (3%) above their

current base pay rate during the period of time the Employee has assumed the responsibilities of a lead worker/person-in-charge.

17.2.4 Work on Holiday. An Employee required to work on a holiday as defined in Article 12 shall be paid two (2) times the Employee's base hourly wage rate for all hours worked, with a guarantee of three (3) hours. However, this shall not apply to the Employee's floating holiday where the Employee, with the consent of the Employer, chooses to work on the Employee's floating holiday and substitute a different day for the floating holiday.

17.2.5 Live Wire Work. Employees who perform live current street light work (not including bulb and photo cell replacement), shall receive a premium pay of three percent (3%) above their current base pay rate with a two (2) hour minimum guarantee.

17.2.5.1 Premium pay will be paid to no more than two (2) crewmembers when both are working directly with or in close proximity to live circuits or are performing the duty of safety watch. Premium pay will not be paid to those employees providing assistance or support, as they are not working directly with or in close proximity to live circuits. Delivering supplies, driving a dump truck, bringing materials, and flagging traffic are examples of tasks not considered to be live wire work.

17.2.5.2 Bulbs and photocells are exempt from premium pay, as are the installation of holiday decorations and banners. Bucket truck work only qualifies for premium pay when live wire work is involved, such as changing out a street light fixture in the air or other electric work where the circuits cannot be de-energized.

17.2.5.3 Pumps/motors generally do not qualify as live wire work, as a switch is used to isolate the power supply for most repairs and maintenance. Only in the rare case where work needs to be performed without the power supply being interrupted will premium pay apply, and then only to those employees (maximum of two (2) crewmembers) in direct contact with or in close proximity to a live circuit or performing the duties of safety watch. Motor maintenance/repair work requiring live wire work may, at the discretion of the City, be performed by outside vendors.

17.2.5.4 The City will provide electrical safety training to all employees performing such work and will strive to make such work available to as many qualified employees as possible.

17.3 Payday. Employee paydays shall be bi-weekly.

ARTICLE 18 - SAVINGS CLAUSE

Should any provision of this Collective Bargaining Agreement be unenforceable by any reason of any existing or subsequently enacted legislation or by any decree of a court of

competent jurisdiction, it shall not invalidate the remaining provisions of the Collective Bargaining Agreement. The remaining provisions shall remain in full force and effect. The parties agree to immediately renegotiate this Agreement to take into consideration the effect of the Court or legislative action on the remaining provisions of the Collective Bargaining Agreement.

ARTICLE 19 - COMPLETE AGREEMENT

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

ARTICLE 20 - JOB SECURITY

Employee Job Security. If the Employer determines that it would be in its best interest to cease providing any or all of the public utility services performed by Employees and either contract for services or sell or otherwise dispose of the utility to another utility provider, then the Employer shall negotiate in good faith to have the employment of all affected Employees transferred to the new utility service provider.

ARTICLE 21 - DISCIPLINE

21.1 Discipline Process.

21.1.1 Discipline for Cause. Employees may be disciplined or discharged for just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions, and discharges. Probationary employees are not entitled to utilize the grievance procedure in the event of discipline or discharge.

21.1.2 Representation. An employee may request Union representation when questioned about facts that could reasonably lead to discipline. The right to Union representation shall not apply to counseling or other meetings that are non-disciplinary in nature.

21.1.3 Notice to Union. Copies of all documented discipline, including all written reprimands, suspensions, and discharges shall concurrently be forwarded to the Union upon issuance.

21.1.4 Pre-disciplinary Hearing. The Employer will hold a pre-disciplinary hearing before issuing a demotion, unpaid suspension, or termination of employment. At this hearing, the Employee will be given an opportunity to present their side of the issue.

21.1.5 Documentation. No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in their possession.

21.1.6 Paid Administrative Leave Prior to Final Disciplinary Action. The Employer may place an employee on paid administrative leave pending a pre-disciplinary investigation.

21.1.7 File Inspection. The Employee and the Employee's Union representative, with the Employer's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

21.1.8 Employee Comments on Written Discipline. No disciplinary document may be placed in the personnel file without the Employee having been notified of said document and given a copy, signed in acknowledgement of receipt. The Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a responsive statement in the personnel file. The Employer may file a response to the Employee's statement.

ARTICLE 22 - DISCLOSURE OF PERSONNEL FILE INFORMATION

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date, unless otherwise required by law.

CITY OF FIRCREST

**TEAMSTERS LOCAL UNION
NO. 117/IBT**



DAWN MASKO
City Manager



PAUL DASCHER
Secretary-Treasurer

8/25/2025

Date

08/19/2025

Date

ATTEST:



ARLETTE BURKART
City Clerk

**APPENDIX A
WAGE TABLE**

2025 Salary Schedule (3.6% COLA)							
CLASSIFICATION	Rate	Step A	Step B	Step C	Step D	Step E	Step F
Custodian	Hourly	\$ 20.83	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.60
	Monthly	3,611	3,792	3,982	4,181	4,390	4,610
	Annually	43,332	45,504	47,784	50,172	52,680	55,320
Maintenance Worker I	Hourly	\$ 27.91	\$ 29.31	\$ 30.77	\$ 32.31	\$ 33.93	\$ 35.63
	Monthly	4,838	5,080	5,334	5,601	5,881	6,175
	Annually	58,056	60,960	64,008	67,212	70,572	74,100
Administrative Assistant - PW	Hourly	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.64	\$ 34.28	\$ 35.99
	Monthly	4,888	5,132	5,389	5,658	5,941	6,238
	Annually	58,656	61,584	64,668	67,896	71,292	74,856
Utility Service Person I	Hourly	\$ 29.31	\$ 30.77	\$ 32.31	\$ 33.93	\$ 35.63	\$ 37.41
	Monthly	5,080	5,334	5,601	5,881	6,175	6,484
	Annually	60,960	64,008	67,212	70,572	74,100	77,808
Utility Billing Clerk	Hourly	\$ 29.49	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.84	\$ 37.64
	Monthly	5,111	5,367	5,635	5,917	6,213	6,524
	Annually	61,332	64,404	67,620	71,004	74,556	78,288
Public Works Office Coordinator	Hourly	\$ 31.04	\$ 32.60	\$ 34.23	\$ 35.94	\$ 37.74	\$ 39.63
	Monthly	5,381	5,650	5,933	6,230	6,542	6,869
	Annually	64,572	67,800	71,196	74,760	78,504	82,428
Maintenance Worker II	Hourly	\$ 31.51	\$ 33.09	\$ 34.74	\$ 36.48	\$ 38.30	\$ 40.22
	Monthly	5,462	5,735	6,022	6,323	6,639	6,971
	Annually	65,544	68,820	72,264	75,876	79,668	83,652
Utility Service Person II	Hourly	\$ 35.18	\$ 36.94	\$ 38.79	\$ 40.73	\$ 42.76	\$ 44.90
	Monthly	6,098	6,403	6,723	7,059	7,412	7,783
	Annually	73,176	76,836	80,676	84,708	88,944	93,396
Maintenance Lead	Hourly	\$ 38.97	\$ 40.92	\$ 42.97	\$ 45.12	\$ 47.37	\$ 49.74
	Monthly	6,755	7,093	7,448	7,820	8,211	8,622
	Annually	81,060	85,116	89,376	93,840	98,532	103,464
Working Utility Foreman	Hourly	\$ 44.56	\$ 46.78	\$ 49.12	\$ 51.58	\$ 54.16	\$ 56.86
	Monthly	7,723	8,109	8,514	8,940	9,387	9,856
	Annually	92,676	97,308	102,168	107,280	112,644	118,272

MEMORANDUM OF UNDERSTANDING

Re: 2025 Contract Ratification Bonus

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the City of Fircrest (the "Employer") and Teamsters Local Union 117 ("Union"), IBT, collectively the "parties."

I. RECITALS

The parties have entered into an existing Collective Bargaining Agreement ("Agreement") covering Public Works employees. The parties have tentatively agreed to the successor to the Agreement, which covers January 1, 2025, through December 31, 2027. The parties wish to enter into this agreement MOU to aid in the union membership ratification of the Tentative Agreement.

II. AGREEMENT

IN CONSIDERATION FOR the mutual promises and covenants contained herein, the parties agree to the following terms and conditions:

1. Ratification Bonus. The City will provide a one-time, lump-sum ratification bonus payment of five hundred dollars (\$500.00) net pay to eligible employees. Employees on paid status and working regular scheduled shifts at the Agreement's full execution date are eligible for the ratification bonus payment. The City will pay the equivalent for each employee's payroll withholdings and deductions resulting from the bonus payment, as provided in a spreadsheet attached to the MOU.

2. Non-Precedent Setting Basis. This MOU is made on a non-precedent setting basis. The parties shall not rely on this MOU in future contract negotiations, and it is not admissible in any hearing or other action.

3. Counterparts; Electronic Copies. This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy shall be deemed the same as the original.

The parties acknowledge and agree to be bound by the terms and conditions set forth above by their signatures below.

CITY OF FIRCREST

**TEAMSTERS LOCAL UNION
NO. 117/IBT**

Dawn Masko
Dawn Masko, City Manager

Paul Dascher
Paul Dascher, Secretary-Treasurer

8/25/2025
Date

08/19/2025
Date