

**A G R E E M E N T**  
by and between  
CITY OF NORTH BEND, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)  
  
January 01, 2024 through December 31, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION .....	1
ARTICLE II	UNION RIGHTS .....	3
ARTICLE III	PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES .....	3
ARTICLE IV	HOURS OF WORK, OVERTIME AND PREMIUM PAY .....	5
ARTICLE V	WAGES .....	8
ARTICLE VI	HOLIDAYS .....	8
ARTICLE VII	VACATIONS .....	9
ARTICLE VIII	LEAVES .....	10
ARTICLE IX	HEALTH AND WELFARE BENEFITS .....	12
ARTICLE X	PENSION .....	13
ARTICLE XI	MISCELLANEOUS .....	14
ARTICLE XII	DISCHARGE AND SUSPENSION .....	15
ARTICLE XIII	GRIEVANCE PROCEDURE .....	16
ARTICLE XIV	MAINTENANCE OF STANDARDS .....	17
ARTICLE XV	MANAGEMENT RIGHTS .....	17
ARTICLE XVI	MATTERS COVERED AND COMPLETE AGREEMENT .....	17
ARTICLE XVII	SEPARABILITY AND SAVINGS .....	18
ARTICLE XVIII	DURATION .....	18
APPENDIX "A"	CLASSIFICATIONS AND RATES OF PAY .....	19
APPENDIX "B"	JOB DESCRIPTIONS AND QUALIFICATIONS .....	22

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

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

1.1            **Recognition** - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees of the Employer performing work within the Public Works Department, excluding temporary employees and seasonal/casual employees working less than one-sixth time (347 hours) of a regular, full time employee(s) and the classifications of Public Works Director, Deputy Public Works Director, City Engineer, Public Works Supervisor, Public Works Project Manager, Wastewater Treatment Plant Manager, SCADA Supervisor, and Public Works Office Coordinator. The Public Works Office Coordinator is however, covered by another Teamster Collective Bargaining Agreement. The Public Works Director and Supervisor may assist bargaining unit employees in performing bargaining unit work during regular working hours and in emergency situations; provided however, the Director and Supervisor shall not be utilized for callback and non-emergency duties when bargaining unit employees are available to perform such duties. The Wastewater Treatment Plant Manager may assist the bargaining unit employees in performing bargaining unit work during emergency situations. Emergency situations for purposes of this agreement shall include a natural disaster, act of violence, or an occurrence, event or situation which causes or has the immediate potential for causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that actions should be taken to ensure the public safety and welfare or protect property or the physical environment.

1.1.1           A seasonal/casual employee shall not be employed more than four (4) consecutive months. A temporary employee working in relief of a regular employee on leave (i.e.: personal or medical leave) may, at the discretion of the City fill the position for the duration of the employee's leave. The Employer shall not employ more than four (4) seasonal/casual and temporary employees at any one time. Seasonal/casual temporary employees shall not be utilized for callbacks, weekend work or overtime except in emergency situations when bargaining unit employees are not available. The City may utilize temporary employees and seasonal/casual employees to supplement, not supplant, the regular employee workforce.

a) A regular full time employee is one who is regularly scheduled to work thirty-six (36) to forty (40) or more hours per week.

- b) A temporary employee shall be defined as an employee hired to work during any period when additional work requires temporary employees to assist the current work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed.
- c) A seasonal/casual employee shall be defined as an employee hired to work from March 1st through October 31st of a calendar year and for not more than four (4) consecutive months. The seasonal/casual employee shall be utilized as laborers supporting the regular full time and temporary employee(s).

1.2 Payroll Deduction - The Employer shall make deductions for Union dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Union on a monthly basis.

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

1.2.1 DRIVE – The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

1.3 Union Notification - Within seven (7) days from the date of hire of a new employee, or a change in classification the Employer shall forward to the Union the name, address, telephone, Social Security number, classification and rate of pay of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

## ARTICLE II    UNION RIGHTS

- 2.1        Discrimination - The Employer shall not interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- 2.2        Union Investigation - Authorized Union representatives shall have access to the Employer's establishment during working hours for the purpose of investigating working conditions and ascertaining that the provisions of this Agreement are being adhered to; provided however, the right to access shall be exercised reasonably so that there shall be no interruption of the Employer's working schedule. Union representatives shall be permitted to inspect records in the possession of the Employer that are relevant to the employment of any bargaining unit employee, provided the records are those to which the employee would have the right to access. The Union representative shall request the records in advance so as to accommodate the work schedule of Employer personnel. Said right to inspect shall be exercised reasonably.
- 2.3        Shop Steward - A Union Shop Steward may be appointed for the bargaining unit. The Steward shall be a regular employee and shall perform his/her regular duties as such but shall function as representative on the job solely to inform the Union of any alleged violations of this Agreement, assist in processing of grievances relating thereto, and participate in negotiations. The Steward shall be allowed reasonable time, at the discretion of the Employer, to assist in processing contract grievances during regular working hours. Employees shall not use working hours for the conduct of Union business or the promotion of Union affairs other than stated above.
- 2.4        Bulletin Boards - The Employer shall provide suitable space for a bulletin board at each location. Postings by the Union on such boards shall be confined to official business of the Union.

## ARTICLE III    PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 3.1        Probation Period - A new employee shall be subject to a six (6) month probation period, commencing with his/her most recent first date of hire. During this period, such employee shall be considered as being on trial, subject to immediate dismissal at any time at the sole discretion of the Employer; provided however, the Employer shall not discharge or otherwise discipline an employee for protected Union activity. Discharge of an employee during his probation period shall not be subject to the grievance procedure.
- 3.2        Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

- 3.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon:
- Justifiable discharge;
  - Voluntary quit;
  - Failure of the employee to return to work after expiration of a temporary disability leave or leave of absence;
  - Leaving the bargaining unit to accept a position with the Employer outside of the bargaining unit;
  - Failure of employee to notify the Employer of his willingness to return to work upon recall from an indefinite layoff within seven (7) calendar days after receipt of written notice from the Employer at his/her last known address appearing on the Employer's records;
  - Layoff (a reduction in the work force caused by budgetary constraints) exceeding twelve (12) months;
  - Leave of absence exceeding twelve (12) months.
- 3.2.2 In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his/her ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 3.2.3 On July 1st of each year, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, their present classification, their date of hire and their present rate of pay. A copy of such list shall be posted on the Union bulletin board.
- 3.3 Layoff - In case of a layoff, the employee with the shortest length of continuous service shall be laid off first, provided the Employer may layoff by classification rather than seniority if the employee with greater seniority is not qualified to perform the duties of the employee with less seniority. The Employer shall provide an employee with two (2) weeks advance notification prior to layoff.
- 3.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he/she can be contacted.
- 3.4.1 When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after he/she has been on continuous layoff for a period of one (1) year. Should an employee not return to work when recalled, the Employer shall have no further obligation to recall him/her.

- 3.5 Job Vacancies - New positions and positions which become vacant within the bargaining unit shall be posted for bid on the bulletin board for seven (7) calendar days, during which time employees who have completed their probation period may designate their preference for the position. Posted job bids shall contain an adequate description of the job duties, the rate of pay and the starting time for the position. An employee's eligibility for positions posted to bid shall require the employee to be qualified to perform the duties of the posted position. The Employer may hire from other sources after giving first consideration to present employees.

#### ARTICLE IV HOURS OF WORK, OVERTIME AND PREMIUM PAY

- 4.1 Hours of Work - The normal workweek shall be five (5) consecutive days of eight (8) consecutive hours of work, excluding the meal period, beginning at 8:00 A.M. and ending at 4:30 P.M., scheduled Monday through Friday, Tuesday through Saturday or Sunday thru Thursday, other than the traditional Monday through Friday, provided that the workweek may only contain a Saturday or a Sunday, however a Saturday and Sunday may be included if mutually agreed between the employee and the City for regular full-time employees. Except for the Wastewater Treatment Plant Operator, during the summer months, the normal workday hours shall be from 7:00 A.M. to 3:30 P.M.
- 4.1.1 The workweek hours of work may be changed from the specified hours of Section 4.1, when the schedule change is provided at least five (5) work days in advance. A 4/10 shift (four (4) consecutive days per week, working ten (10) consecutive hours) is an example of an alternate workweek. Other examples may include a 9/80 (8/9 and 1/8) per two week period. These alternate work weeks are on a Monday through Friday basis.
- 4.1.2 Each employee shall be assigned to a regular starting time, and the starting and ending times on any day shall not be changed without twelve (12) hours written notice. In the event an employee's regular starting time is changed without twelve (12) hours written notice, he/she shall be paid in accordance with the provisions of Section 4.4. Modifications under this provision shall be made entirely within the scheduled work hours for the applicable day.
- 4.1.3 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 4.1.4 Meal Periods - Employees shall receive an uninterrupted meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift.
- 4.2 Callback - An employee who has left work and is called back to work after completion of his/her regular days shift shall be paid a minimum of two (2) hours at two (2) times his/her regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time he/she started work on the callback, he/she shall receive two (2) times the regular straight-time hourly rate of pay for unscheduled/emergent work.

Standby – Standby shall rotate on a weekly basis, beginning at the start of the employee's shift on Monday and continuing for one complete week to the start of their shift on the following Monday. Only employees who are qualified to perform the duties of standby, and who have expressed a desire to serve, shall be included in the rotation. It is the City's responsibility to determine qualified employees.

An Employee in the standby rotation may only elect not to serve their rotation if agreement is reached with another employee in the rotation to fill-in, unless an emergency exists. The Public Works Director, or designee, shall settle emergency situations and disputes. A yearly rotation schedule shall be posted at all times.

Employees on standby shall be required to perform "Weekend Plant Checks" and shall be required to carry a City pager. Employees must be available to respond to a page for service by maintaining the ability to arrive at any site within the City in no more than forty-five (45) minutes from when the page is first received.

Standby pay shall be eight hundred and fifty dollars (\$850.00) per week plus two (2) hours pay at time and one-half (1-1/2) on Saturday and two (2) hours pay at time and one-half (1-1/2) on Sunday for the standby employee to perform Plant Checks, provided, however, no overtime shall be paid for Plant Checks if the City has other staff working on the weekend performing those duties. The employee has the option to be paid for this time or to have the four (4) hours converted and banked as comp time hours. Time required over the two (2) hours per day for Weekend Plant Checks must be approved by the Public Works Director or designee, unless an immediate emergency situation exists. It shall be the City's responsibility to educate the standby employee as to what constitutes an emergency situation.

To ensure compliance with the City's NPDES minimum permit qualifications, there will be a second employee on standby each week who shall be a qualified Wastewater Treatment Plant Operator. It is the City's responsibility to determine qualified employees for this second standby position.

The WWTP Operator on standby shall be required to perform "Weekend Plant Checks" related to sewer facilities and shall be required to carry a City pager. Employees must be available to respond to a page for service by maintaining the ability to arrive at any site within the City in no more than forty-five (45) minutes from when the page is first received.

Standby pay shall be eight hundred and fifty dollars (\$850.00) per week plus two (2) hours pay at time and one-half (1-1/2) on Saturday and two (2) hours pay at time and one-half (1-1/2) on Sunday for the WWTP standby employee to perform Plant Checks, provided, however, no overtime shall be paid for Plant Checks if the City has other staff working on the weekend performing those duties. The employee has the option to be paid for this time or to have the four (4) hours converted and banked as comp time hours. Time required over the two (2) hours per day for Weekend Plant Checks must be approved by the Public Works Director or designee, unless an immediate emergency situation exists. It shall be the City's responsibility to educate the standby employee as to what constitutes an emergency situation.

- 4.4 Overtime - For an eight (8) hour a day workweek schedule, all time worked in excess of ten (10) hours in a day and for alternative scheduled workweeks, all time worked in excess of the scheduled day, or for all time worked in excess of forty (40) hours in any one (1) week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for work scheduled at least one week in advance. Overtime schedule less than one week (seven (7) days) in advance will be considered unscheduled and emergent and will be paid at the rate of two (2) times the regular straight-time hourly rate of pay. Overtime shall be offered to full time employees first.
- 4.4.1 Time worked shall be paid in increments of fifteen (15) minutes for all time worked within the fifteen (15) minutes.
- 4.4.2 Approved vacation time off, holidays, call-out guarantees shall be considered as time worked. Compensatory time off shall not be considered time worked for the purposes of this Article. Sick time off shall be considered as time worked but the employee will not be eligible for overtime if the sick leave is within the same work day (twenty-four (24) hour period from 12:00 AM to 11:59 PM).
- 4.4.2.1 Notwithstanding Sections 4.4.2, any time worked that is required by the Employer outside of the employee's regular scheduled work time, shall be considered time worked for the purposes of overtime payment.
- 4.5 Work in Higher Classification – Whenever an employee is assigned by the Public Works Director or designee to perform a substantial amount of the duties and accept a substantial amount of the responsibilities of a higher paid classification for a period in excess of three (3) consecutive working days, the employee shall be paid at a rate equal to one hundred four point five percent (104.5%) of the employee's base wage while performing such duties and accepting such responsibility retroactive back to the first day of being assigned such duties. The base wage rate(s) exclude premium pay or stipends (i.e. longevity, certifications, etc.).
- 4.6 Compensatory Time - In lieu of paid overtime, compensatory time-off may be utilized upon the request of the employee, subject to scheduling by the Public Works Director or designee, and shall be taken at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time-off may be accrued to a maximum of eighty (80) hours. An employee called back to work from a scheduled compensatory time-off day for three (3) hours or less shall be compensated in accordance with Section 4.2, in addition to the employee's eight (8) hours scheduled compensatory time. An employee called back to work from a scheduled compensatory time-off day for more than three (3) hours shall be paid his/her regular straight-time hourly rate of pay for all hours worked and in addition shall receive four (4) hours compensatory time as well as the rescheduling of his/her eight (8) hours compensatory time.
- 4.7 It is the Employer's intent to attempt to allocate overtime among the bargaining unit on an equitable basis in order to maintain the City's responsibilities, and the Employer agrees to meet with the Union periodically to evaluate the process.



ARTICLE V    WAGES

5.1            The classifications of work, monthly rates of pay, and job descriptions for employees covered by this Agreement shall be as set forth within Appendices "A" and "B" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Any new classifications shall be negotiated between the Employer and the Union.

ARTICLE VI   HOLIDAYS

6.1            Regular full-time employees shall receive the following holidays off with eight (8) hours compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day Following Thanksgiving Day	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
Floating Holiday	At employee's discretion with prior notice and approval of the Employer

6.2            If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

6.3            If the date of any of the afore-referenced holidays should be changed, the new date shall be deemed a holiday. Any holiday falling on Sunday shall be observed on the following Monday. Any holiday falling on Saturday shall be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer shall be recognized as a holiday under this Article. The Employer shall honor all holidays which are recognized by the State of Washington.

6.4            Employees required to work on a holiday or the observed holiday as described in section 6.3, shall be paid at two (2) times their regular straight-time hourly rate of pay for each hour worked in addition to the holiday pay. All holiday work shall be approved by the Public Works Director. No employee shall be called to work on a holiday for less than four point five (4.5) hours.

6.5            To qualify for holiday pay, an employee shall have worked his/her regularly scheduled workday preceding and following the holiday, unless the employee is on vacation, sick leave, or other paid leave.

6.6            In the event a holiday falls on an employee's regular day off, the employee shall be granted his/her next regularly scheduled workday off with pay.

## ARTICLE VII VACATIONS

- 7.1 Each regular full-time employee shall be granted vacation with pay on the following basis in accordance with the employee's years of service as of the employee's anniversary date of hire:

<u>Years of Service</u>	<u>Number of Working Days of Vacation</u>
1 through 4	12
5 through 9	17
10	20
11 and thereafter	1 additional day per year to maximum of 25 days

Service years will be calculated as of the beginning of the year, i.e. the beginning of Year 5 (completion of 4 years of service) or the beginning of Year 10 (completion of 9 years of service).

- 7.2 A vacation shall not be taken until the completion of six (6) calendar months of service. An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first (1st) day of the next month following.
- 7.3 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority for those vacation requests submitted by January 31st. An employee called back to work from a scheduled vacation day off for three (3) hours or less shall be compensated in accordance with Section 4.2, in addition to the employee's vacation pay. An employee called back to work from a scheduled vacation day off for more than three (3) hours shall be compensated at his/her overtime rate, in addition to the employee's vacation pay.
- 7.3.1 Vacation time scheduled in excess of two (2) weeks shall be approved by the Public Works Director or designee so long as the essential staffing functions of the City can be met.
- 7.4 An employee may carry over up to 200 hours of vacation past the employee's anniversary date of hire.
- 7.5 Upon the effective date of the termination of an employee's employment, such employee shall thereupon be entitled to a sum of money equal to his/her most recent regular compensation for any earned vacation leave time not yet used; provided however, this provision shall not be applicable to probationary employees.
- 7.6 Upon the employee's request, the Employer shall provide the employee a vacation paycheck prior to the commencement of the employee's vacation period. The vacation must be for a period in excess of five (5) workdays before the employee is able to request said check.

## ARTICLE VIII LEAVES

- 8.1 Sick Leave - Regular full-time employees shall accumulate sick leave pay at the rate of one (1) day for each completed calendar month of service. Accumulated sick leave pay shall be paid at the rate of eight (8) hours per day at the employee's regular straight-time hourly rate of pay from and including the employee's first (1st) working day absent. Sick leave shall not be taken until the completion of ninety (90) days of service.
- 8.1.1 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time.
- 8.1.2 Sick Leave Benefit Usage - Regular employees may use sick leave in accordance with the City Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City shall provide notice to the Union and an opportunity to bargain prior to implementing any change not mandated by State or Federal laws.
- 8.1.3 The Employer may require a doctor's certificate if the absence exceeds three (3) days or a shorter period if the Employer has good cause to believe the sick leave is being abused.
- 8.1.4 Abuse of Sick Leave – Abuse of sick leave is defined as wrong or improper use. Abuse of sick leave will be evaluated on a case by case basis between the employee and the Employer and may result in disciplinary action. Some examples of sick leave use that could cause the Employer to be concerned of possible problems or abuse are:
1. Pattern of sick leave use adjoining weekends, holidays, and vacation time.
  2. Consistently high sick leave use with no doctor's report, major disability, illness, or injury.
  3. Inability to provide a medical reason from a doctor if one has been requested by the Employer.
- 8.1.5 An employee who is eligible for State Industrial Insurance because of an on-the-job injury shall receive sick leave for the difference between his/her regular day's pay and the amount paid by State Industrial Insurance after the first three (3) days off the job. The full amount of sick leave shall be paid for the first three (3) days off the job. If an employee is reimbursed by State Industrial Insurance for the first three (3) days off the job, such amount shall be returned to the Employer and the employee shall be credited an amount of sick leave equal to the amount reimbursed to the Employer.
- 8.2 Bereavement Leave - An employee who has a member of his/her immediate family taken by death shall receive three (3) days off with pay as bereavement leave. Upon approval by the Mayor, additional time off with pay may be granted.
- 8.2.1 "Immediate family" shall be defined as wife, husband, daughter, son, mother, father, sister, brother, first aunt, first uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother or grandfather.

- 8.3 Jury Leave - An employee who is required to serve on a jury or is required to appear before a court, legislative committee, or quasi-judicial body, except when the employee is a plaintiff or defendant, shall advise the Employer upon receipt of such notice, and if taken from his/her work for such service shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided however, he/she shall exhibit to the Employer his/her properly endorsed check and shall permit the Employer to copy the check or voucher he/she received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received for such jury service from the amount he/she would have earned at his/her regular straight-time hourly rate of pay during the regular working hours he/she missed while performing such service. In the event the employee was entitled to compensation for such service but did not take it, then the amount he/she would have been entitled to shall be deducted from his/her compensation for the next pay period. The Employer shall have the right, at the Employer's expense and after consulting with the employee, to request the court to excuse the employee from any or all jury duty if there are extraordinary circumstances that would make the absence of the employee an undue hardship on the Employer or other personnel. If an employee has sufficient time to work one-half (1/2) day or more, he/she shall report to work that day.
- 8.4 Leave of Absence - Leaves of absence shall be at the discretion of the Employer. If approved by the Employer, an employee may take a leave of absence without pay or benefits. Such a leave shall not constitute a break in service but no benefits or seniority shall accrue during the leave of absence.
- 8.5 Temporary Disability Leave - Employees who are physically unable to perform the functions of their position for medical reasons and who have exhausted all accrued sick leave shall be placed on temporary disability leave. The Employer may request written verification from a licensed medical doctor that the employee is physically disabled and verification of the extent of such disability and the projected date for return to work. Temporary disability leave shall only be granted for the period of disability and shall not exceed six (6) months. The Employer shall continue to pay the health and welfare benefits during such leave but the leave shall be without pay. Upon the expiration of the temporary disability leave, the employee may request a leave of absence.
- 8.6 Sick Leave Buyback - Upon termination of employment, employees shall be compensated for any accrued sick leave at the rate of twenty-five percent (25%) to a maximum of one hundred sixty (160) hours of his/her accrued sick leave value. The value shall be calculated at the employee's hourly rate of pay at the time of termination.
- 8.7 Sick Leave Donation - Effective January 1, 2015, the parties agree to create a Sick Leave Pool for use by the bargaining unit members and donation to other city employees per City Personnel Guidelines. The donation to the pool shall be only those hours of sick leave accrued by an employee in excess of nine hundred sixty (960) hours.
- 8.8 Family Medical Leave - Family Medical Leave shall be administered in accordance with State and Federal laws and in conformance with the most current version of the City Personnel Manual as adopted by resolution of the City Council.

- 8.9 Paid Family and Medical Leave Program – Eligible employees are covered by Washington’s Family and Medical Program, RCW 50A. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of premiums associated with the medical leave benefits, as determined by RCW 50A. The City will pay the remaining medical leave premium amount.

## ARTICLE IX HEALTH AND WELFARE BENEFITS

- 9.1 Medical Insurance – For the term of this agreement, the Employer agrees to provide regular full-time employees and dependent(s) of regular full-time employees’ medical coverage under the AWC HealthFirst 250 Medical Plan or an equivalent medical plan.
- 9.1.1 For the term of this agreement, the Employer shall pay ninety five percent (95%) and the employee five percent (5%) of the monthly premium cost for AWC HealthFirst 250 medical coverage for the employee. Additionally, the Employer shall pay ninety percent (90%) and the employee ten percent (10%) of the monthly premium cost for the spouse and/or dependent(s) enrolled.
- 9.1.2 The City may reopen the Agreement for the limited purpose of obtaining changes necessitated by State or Federal health care reform.
- 9.1.3 In the event the employee’s spouse has medical coverage available through his/her place of employment, the employer will not pay any percentage/portion of the medical insurance premiums. Should the spouse lose their existing medical coverage through the loss of employment or other reasons outside of the spouse’s control then Sections 9.1 and 9.1.1 would be available for the employee. (Note: The employee may choose to enroll their spouse for medical coverage with one hundred percent (100%) of the premium being paid by the employee.)
- 9.1.4 Medical Opt-Out - Employees will receive thirty five percent (35%) of the employee only medical premium amount each month, if they choose to decline medical coverage from the City. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City’s insurance provider. Should an employee who has elected to opt out have a change in medical coverage status due to a qualifying event as defined by the City’s insurer they will be able to re-enroll in the City’s medical plans.
- 9.2 Dental Insurance - The Employer shall pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Dental Service Plan B, including Orthodontia coverage for one dependent.
- 9.3 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Vision Service Plan, Full Family - \$10.00 deductible.

- 9.4 Long-Term Disability Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Standard Insurance Long-Term Disability plan.
- 9.5 Life Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee life insurance coverage at the fifty thousand dollar (\$50,000.00) benefit level under the Association of Washington Cities Group Life Insurance Plan.
- 9.6 The Employer shall provide an Employee Assistance Program (EAP) for all bargaining unit employees at no expense to the employees.
- 9.7 Flexible Spending Account – Effective January 1, 2023 and each year after, the Employer will establish a flexible spending account. Employees may opt into the plan and contribute through payroll deduction. The Employer will cover the full cost of plan administration.

#### ARTICLE X PENSION

- 10.1 The Employer shall divert one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust (WCTPT). Contributions shall be pre-tax, consistent with Federal and State guidelines. Effective upon ratification of this Agreement, the bargaining unit shall determine an additional amount, if any, that will be deferred from pay increases into the Western Conference of Teamsters Pension Trust. The Union will notify the Employer of the amount no later than December 31<sup>st</sup> of each year.
- 10.2 The Employer shall contribute that amount into the WCTPT on account of each member of the bargaining unit, for each compensable hour.
- 10.3 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all individuals covered under the collective bargaining agreement and performing bargaining unit work, including part-time employees and temporary employees.
- 10.4.1 Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or summer work" upon the Employer owned property regardless of the method compensated of the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer work".

No person or third party beneficiary shall interpret this Agreement such that "field or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer work and confirms that such work is not bargaining unit work for the purpose of this section.

## ARTICLE XI MISCELLANEOUS

11.1 Non-Discrimination - The Employer and/or the Union shall not unlawfully discriminate against any employee or applicant for employment on the basis of any protected class recognized in RCW 49.60.

11.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

11.2 No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability nor shall the Union cause or condone any strikes, slow downs, or other interference with the normal operations of the Employer during the life of this Agreement. The Employer shall not lock out any employee during the life of this Agreement.

11.3 Rainwear - The Employer shall provide appropriate rain gear for employees.

11.4 Compulsory Retirement – No employee shall be compelled to retire solely on the basis of age prior to attaining seventy (70) years of age.

11.5 Uniforms – If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or device shall be furnished to the employee by the Employer. The cost of maintaining such equipment in good repair shall be borne by the Employer. Uniforms or clothing replacement will be supplied by the last working day in January.

11.5.1 The Employer shall pay each employee by the last pay period in February of each calendar year, eight hundred and eighty dollars (\$880.00), for the purchase of clothing and footwear such as, the following:

- Work pants
- Long-sleeved work shirts (for winter)
- Tee-shirts (for summer)
- Hats
- Mechanics coveralls
- Winter weight jacket
- One lightweight jacket
- Safety boots which meet WISHA standards

Each employee shall make a good faith effort to wear one piece of clothing bearing the City of North Bend logo. The cost of getting said items embroidered with the City's logo shall be borne by the employee.

- 11.5.2 Employees are responsible for the cleaning of their uniform and they are expected to begin each workday in a clean and presentable uniform.
- 11.6 Training - The Employer shall allow employees to attend activities necessary for maintaining required certifications. Employees required to attend a training activity shall receive eight (8) hours at the employee's regular straight-time hourly rate of pay; provided however, there shall be no overtime payment for attending such activities. The Employer shall pay all costs related to such activities, including mileage in accordance with the established rate.
- 11.7 Paychecks - The salaries of employees shall be paid twice monthly on the 5th and 20th of each month; provided however, if such day is a holiday, the preceding workday shall normally be the payday.
- 11.8 The Employer shall furnish and maintain necessary safety equipment and required safety apparel.
- 11.9 Deferred Compensation - Effective upon ratification the Employer shall match an employee's contribution to the Employer provided Deferred Compensation Plan on a one (1) for one (1) basis (one (1) Employer dollar for every employee dollar), up to maximum Employer Contribution of two hundred dollars (\$200.00) per month. If during the term of this Agreement any other represented group at the City of North Bend negotiates an amount greater than two hundred dollars (\$200.00), this contract shall be increased to match such amount.

## ARTICLE XII DISCHARGE AND SUSPENSION

- 12.1 The Employer shall not discipline, suspend or discharge an employee without just cause. The Employer shall recognize the principal of progressive discipline in the administration of employee discipline, except when the discipline is for violations including but not limited to violence, intoxication, insubordination, illegal activities, sexual or racial harassment or harassment of any protected class, or similar activities. Violations of this nature will be cause for disciplinary action up to and including termination. The Employer shall forward a copy of any disciplinary action to the Union at the same time of issuance to the employee.

The City must issue discipline, suspension or discharge within twenty-one (21) calendar days of its knowledge of an incident-giving rise to discipline. If the City has not issued discipline within that time limit, the discipline shall be null and void.

- 12.2 A warning notice shall remain in effect for a period not to exceed nine (9) months; provided however, if the offense is one for which the employee could have been suspended or discharged under Section 12.1 then the Employer and the Union may agree that a warning notice may be given and that the notice shall remain in effect for a period of more than nine (9) months. A copy of any warning notice shall be sent to the Union at the time it is issued to the employee.



## ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement and/or any other issues in dispute between the parties shall be by utilizing the following procedure:
- 13.1.1 STEP 1 – The Union shall present the grievance in writing to the Public Works Director within twenty-one (21) calendar days of its occurrence, or the date the employee becomes aware of its occurrence, or it shall not be subject to the grievance procedure. The Public Works Director shall provide a written response within twenty-one (21) calendar days of his/her receipt of the Step 1 grievances.
- 13.1.2 STEP 2 – If the grievance is not resolved at STEP 1, the Union shall have twenty-one (21) calendar days from the receipt of the Director's response to Step 1, to submit the grievance in writing to the City Administrator. A grievance not presented to the City Administrator in writing and within the timeline specified herein shall not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator shall provide a written response to the Union within twenty-one (21) calendar days of his/her receipt of the Step 2 grievance letter.
- The Union shall proceed immediately to Step 2 in presenting a grievance on a discharge, and the grievance must be submitted in writing to the City Administrator, pursuant to Step 2, within twenty-one (21) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence. If a discharge grievance is not presented to the City Administrator in writing and within the timeline specified herein it shall not be subject to the grievance process. The Parties may meet and try to resolve the issue. The City Administrator shall provide a written response to the Union within twenty-one (21) calendar days of its receipt of the Step 2 letter.
- 13.1.3 STEP 3 – If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may refer the matter to arbitration by submitting a written petition to the Public Employment Relations Commission within twenty-one (21) calendar days of receiving the City Administrator's Step 2 written response. The petition shall request a list of nine (9) names of qualified arbitrators from which the parties shall alternatively strike names until one (1) name remains. The right to strike first shall be determined by a flip of the coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision, which shall be final and binding upon all parties to the dispute. The Arbitrator may only render a decision on the issues addressed within this agreement. Nothing in this section should be construed as to prohibit the parties from agreeing upon a neutral third party to serve as impartial arbitrator.
- 13.2 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be borne equally by the Employer and the Union.
- 13.3 If the Employer is the grieving party, the same procedure set forth above shall apply except the roles of the Union and the Employer shall be reversed.
- 13.4 The aforementioned time limits may be waived by mutual agreement between the Union and the Employer.

#### ARTICLE XIV MAINTENANCE OF STANDARDS

- 14.1 The Employer agrees that any and all conditions of employment shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement. The Employer shall not pay less than the wages set forth herein, nor work employees fewer hours than set forth herein.

#### ARTICLE XV MANAGEMENT RIGHTS

- 15.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title. The City maintains the right to contract for goods and services for operation of the Department(s) that would otherwise disrupt normal operations or are outside the skills, existing person power and/or ability (based upon the size of an operation and equipment needed to complete the operation) of the work performed by the classifications covered by this Agreement; and to perform all of the functions not otherwise expressly limited by this Agreement. The City may contract to transfer maintenance responsibilities of Torguson Park and/or the Railroad Depot at the William H. Taylor City Park to the Si View Metropolitan Park District without further bargaining with the Union. This Agreement with Si View shall not result in the layoff or reduction in any currently employed full time employee or loss of hours currently worked by fulltime or temporary employees, with the exclusion of seasonal/casual employees who may be laid off or subject to a reduction in hours in such event,. Other examples of management prerogatives are the right to hire, promote, discharge for just cause, improve efficiency and determine the work schedules and location of department headquarters.
- 15.2 The Union recognizes the Employer's right to establish performance standards as contained in the job descriptions. Such standards may be used to determine acceptable performance levels and to prepare work schedules. The Employer and the Union shall negotiate any changes in performance standards. Performance standards shall be reasonable.

#### ARTICLE XVI MATTERS COVERED AND COMPLETE AGREEMENT

- 16.1 It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and there are no other agreements written or verbal except as specifically referred to within.

## ARTICLE XVII SEVERABILITY AND SAVINGS


- 17.1 Should any portion of this Agreement not be put into effect because of subsequent legislation, Executive Orders, regulations dealing with Wage and Price Stabilization, or any other similar superior governmental mandates, then such portions or any part thereof including any retroactive requirement thereof shall become effective at such time and in such amounts and for such periods retroactively and prospectively as shall be permitted by law at any time during the life of this Agreement and any extensions thereof.
- 17.2 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint. In the event the Employer and the Union fail to reach an agreement as to a replacement for such provision, such dispute shall be submitted to the grievance procedure for final resolution.

## ARTICLE XVIII DURATION

- 18.1 This Agreement shall be effective January 01, 2024, and shall remain in full force and effect through December 31, 2026.
- 18.2 Notwithstanding the provisions of Section 17.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

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

By


  
Chad Baker  
Secretary-Treasurer

Date

3/20/24

CITY OF NORTH BEND,  
WASHINGTON

By

  
Mary Miller  
Mayor

Date

3/26/24

APPENDIX "A"  
to the  
**A G R E E M E N T**  
by and between  
CITY OF NORTH BEND, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)

January 01, 2024 through December 31, 2026

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

A.1 Effective January 1, 2024, the rates of pay for each classification covered by this Agreement shall be increased to reflect fifty percent (50%) of the agreed market based on the compensation study completed in 2023 plus four and one half percent (4.5%).

Position	Step A (00-06m)	Step B (07-12m)	Step C (13-24m)	Step D (24-36m)	Step E (37-48m)	Step F (49+)
Senior Lead Technician	\$8,210	\$8,679	\$9,148	\$9,616	\$10,085	\$10,554
Senior Mechanic	\$7,446	\$7,848	\$8,250	\$8,651	\$9,053	\$9,455
Lead Waste Water Treatment Plant Operator						
Lead Water System Operator						
Lead Parks Technician						
Lead Streets Technician						
Millwright	\$7,060	\$7,406	\$7,752	\$8,097	\$8,443	\$8,789
Water System Operator II	\$6,719	\$7,087	\$7,455	\$7,824	\$8,192	\$8,560
Waste Water Treatment Plant Operator II						
Mechanic	\$6,238	\$6,604	\$6,970	\$7,336	\$7,702	\$8,068
Water System Operator I						
Waste Water Treatment Plant Operator I						
Maintenance Worker						
Water Systems Operator - in Training	\$5,641	\$5,920	\$6,199	\$6,479	\$6,758	\$7,037
Waste Water Treatment Plant Operator - in Training						
Maintenace Worker - Entry	\$5,248	\$5,521				

- A.1.1 Effective January 01, 2025, the pay rates in effect on December 31, 2024 shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-to-June 2024, with a minimum increase of one percent (1%) and a maximum increase of five percent (5%).
- A.1.2 Effective January 01, 2026, the pay rates in effect on December 31, 2025 shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-to-June 2025, with a minimum increase of one percent (1%) and a maximum increase of five percent (5%).
- A.1.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this agreement, if possible, and in any case not later than the second regular pay day for all hours compensated.
- A.2 Step Increases - STEPS A to B, B to C, C to D, D to E and E to F are STEP increases which become effective upon completion of the specified months of employment identified in Sections A.1, A.1.1 and A.1.2.
- A.2.1 An employee at the Maintenance Worker Entry position shall move to the Maintenance Worker STEP progression, beginning at STEP A, upon completion of one (1) year of service at the entry level position.
- A.3 Promotion - An employee promoted from one classification to another shall be placed into the lowest pay STEP of the higher classification which provides for an increase of at least four point five percent (4.5%).
- A.3.1 Employees in the Wastewater Treatment Plant Operator I classification who obtain a Wastewater Treatment Plant II certification will be immediately promoted to a Waste Water Treatment Plant Operator II classification and placed at the step consistent with promotion pay above.
- A.3.2 Employees in the Water System Operator 1 classification who obtain a Water Distribution Manager II (WDM II) certification will be immediately promoted to a Water System Operator II classification and placed at the step consistent with promotion pay above.
- A.4 Longevity Bonus – Employees shall receive the longevity bonus below in accordance with their years of service. Service years will be calculated as of the beginning of year, i.e., beginning of year six is completion of 5 years of service or the beginning of year 9 is the completion of 8 years of service.

<u>Years of Service</u>	<u>Percentage of Base Monthly Wage</u>
5 Years or more	1%
9 Years or more	2%
12 Years or more	3%
15 Years or more	4%
20 Years or more	5%

A.5

The parties agree to establish a Senior Mechanic, Water Systems Operator series, Waste Water Plant Operator series and Millwright position within the Public Works Department and this collective bargaining agreement.

The parties agree that the following employees will be classified in the specific titles:

Senior Mechanic	Jeff Divers
Waste Water Treatment Plant Operator II	Craig Jess Tom Glenn
Water System Operator II	Jim Casassa Max Lee Nick Johnson

The parties further agree that Section 4.5 of the Collective Bargaining Agreement entitled "Work in Higher Classification" provides for a salary increase of at least four point five percent (4.5%) for performing a "substantial amount of the duties" of a higher paid classification shall not apply or be in addition to this Section.

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

By


  
Chad Baker  
Secretary-Treasurer

Date

3/20/24

CITY OF NORTH BEND,  
WASHINGTON

By

  
Mary Miller  
Mayor

Date

3/26/24

APPENDIX "B"  
to the  
**A G R E E M E N T**  
by and between  
CITY OF NORTH BEND, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)

January 01, 2024 through December 31, 2026

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

- B. Job classification descriptions and qualifications for positions covered by the Agreement are as follows:

LEAD WASTEWATER TREATMENT PLANT OPERATOR - Oversees and directs the daily work of the crews engaged in operations, maintenance and repairs of the City's Wastewater Treatment plant, collection system and facilities. Schedules daily activities at the direction of the Wastewater Treatment Plant Manager and Senior Lead Technician. Assists and advises on capital improvement projects as needed. Operates wastewater treatment and sludge processing equipment, observes variations in conditions and interprets meter and gauge readings; performs lab test and routine maintenance; operates electrical control panels, chlorinators, electric motors and OT equipment. Shall have a Wastewater Treatment Plant Operator Group II plant license. Performs the duties of a Maintenance Worker as needed to efficiently utilize human resources within the Department.

WASTEWATER TREATMENT PLANT OPERATOR II – Operates wastewater treatment and sludge processing equipment, observes variations in conditions and interprets meter and gauge readings; performs lab test and routine maintenance; operates electrical control panels, chlorinators, electric motors and OT equipment. Performs all operation, repair and maintenance functions for the city's wastewater collection system as assigned. Shall have a Wastewater Treatment Plant Operator Group II plant license. Performs the duties of a Maintenance Worker as needed to efficiently utilize human resources within the Department.

WASTEWATER TREATMENT PLANT OPERATOR I - Operates wastewater treatment and sludge processing equipment, observes variations in conditions and interprets meter and gauge readings; performs lab test and routine maintenance; operates electrical control panels, chlorinators, electric motors and OT equipment. Performs all operation, repair and maintenance functions for the city's wastewater collection system as assigned. Shall have a Wastewater Treatment Plant Operator Group I plant license. Performs the duties of a Maintenance Worker as needed to efficiently utilize human resources within the Department. Responsibilities in operation of treatment plant are secondary to Operator II.

MILLWRIGHT - This position maintains and operates the City of North Bend's Publicly Owned Treatment Works (POTW) including but not limited to the wastewater treatment plant, pump stations, collection system and related equipment. Performs skilled, entry level to journeyman-level work in monitoring, repairing and controlling the functioning of the POTW, plant, collection system, equipment and processes. Perform the duties of a Maintenance Worker and plant operator as needed to efficiently utilize human resources within the department. Perform a wide variety of tasks from journey level millwright work to complex wastewater operations control.

WASTEWATER TREATMENT PLANT OPERATOR-IN-TRAINING (OIT) – This trainee position is designed specifically to meet the 12-month on-the-job training period required for Wastewater Treatment Plant Operator Group 1 certification. This position will assist with the operations of the Sewer utility under the monitoring of the Lead Operator and/or WWTP Manager. Performs the duties of Maintenance Worker as needed to efficiently utilize human resources within the Department. Upon successful completion of the 12-month probation and training period and receipt of the required Group 1 license the incumbent will be appointed as a Wastewater Treatment Plant Operator 1.

SENIOR MECHANIC - Oversees and directs the daily work of the City's Shop and fleet. Schedules daily activities at the direction of the Public Works Supervisor or Senior Lead Technician. May perform the duties of a Maintenance Worker as needed. Assists and advises on capital improvement projects as needed. Performs a wide variety of maintenance and repair functions on gasoline and diesel engines, electric motors, and specialized maintenance equipment in the City shop and in the field as necessary. Repairs vary and include major repair to engines, transmission, and brake systems. Incumbents also perform preventive maintenance and are responsible for repair and replacement of parts and fluids. The position designs and fabricates parts and modifies vehicles for specialized use. Work is performed independently and requires substantial technical knowledge of equipment and vehicle maintenance and repair. Independently performs technically difficult mechanical repair and parts replacement and fabrication in accordance with specific procedures, established practices, and under intermittent supervision. Prioritizes and organizes own work to meet deadlines and goals. A position in this class performs a greater variety of tasks than a position in the Equipment Mechanic class and may supervise the mechanic position if filled.

MECHANIC – Performs work as assigned by the Senior Mechanic, Inspects, diagnoses, overhauls, repairs and maintains gasoline, diesel and mechanical equipment and machinery such as backhoes, automobiles, dump trucks, pumps (including water, hydraulic and air pumps) and generators. May do some arc and gas welding and fabricate parts. Performs the duties of a Maintenance Worker as needed to efficiently utilize human resources within the Department.



LEAD STREETS/ STORM WATER TECHNICIAN - Oversees and directs the daily work of the crews engaged in operations, maintenance and repairs of the City streets and storm drainage. Schedules daily activities at the direction of the Public Works Supervisor or Senior Lead Technician. Assists and advises on capital improvement projects as needed. Performs the duties of a Maintenance Worker as needed.

LEAD PARKS TECHNICIAN - Oversees and directs the daily work of the crews engaged in operations, maintenance and repairs of the City parks, trails, open spaces, and parks facilities. Schedules daily activities at the direction of the Public Works Supervisor or Senior Lead Technician. Assists and advises on capital improvement projects as needed. Performs the duties of a Maintenance Worker as needed.

MAINTENANCE WORKER - Performs the regular and recurring installation repair and maintenance work in streets, water supply and distribution, sewer collection or parks groups. Operates equipment such as backhoes, dump trucks, loaders, power lawnmowers and simple power tools. Performs skilled manual and equipment operation tasks as needed to fulfill said duties.

LEAD WATER SYSTEMS OPERATOR - Oversees and directs the daily work of the crews engaged in operations, maintenance and repairs of the City's water distribution system and facilities. Schedules daily activities at the direction of the Public Works Supervisor or Senior Lead Technician. Performs the duties of a Maintenance Worker, as needed. Manages the City's Cross-Connection Control Program and Department of Health water monitoring requirement records. Manages the City's meter reading system and data gathering functions. Monitors and inspects work done by franchise utilities and outside contractors as it relates to City's water system. Assists and advises on capital improvement as needed, locate underground utilities for water, sewer and storm drainage systems, as requested. Shall have a Water Distribution Manager II Certification, Cross Connection Control Specialist Certification, Backflow Assembly Tester Certification and Water Treatment Plant Operator II or OIT Certification.

WATER SYSTEMS OPERATOR 2 - Performs all activities related to the repair, maintenance, and operation of the water distribution system and facilities. May be assigned to manage the City's Cross-Connection Control Program and Department of Health water monitoring requirement records. Performs City's meter reading and data gathering functions. Monitors and inspects work done by franchise utilities and outside contractors as it relates to City's water system. Locate underground utilities for water, sewer and storm drainage systems, as requested. Shall have a Water Distribution Manager II Certification. Cross Connection Control Specialist Certification, Backflow Assembly Tester Certification and Water Treatment Plant Operator II or OIT Certification strongly desired.

WATER SYSTEM OPERATOR 1 – Performs all activities related to the repair, maintenance, and operation of the water distribution system and facilities. May be assigned to manage the City's Cross-Connection Control Program and Department of Health water monitoring requirement records. Performs City's meter reading system and data gathering functions. Monitors and inspects work done by franchise utilities and outside contractors as it relates to City's water system. Locate underground utilities for water, sewer and storm drainage systems, as requested. Shall have a Water Distribution Manager I Certification. Cross Connection Control Specialist Certification, Backflow Assembly Tester Certification and Water Treatment Plant Operator I Certification or OIT strongly desired.

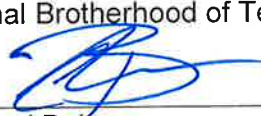
WATER SYSTEM OPERATOR-IN-TRAINING (OIT) – This trainee position is designed specifically to meet the 12-month on-the-job training period required for Water Systems Operator Group 1 certification. This position will assist with the operations of the Water utility under the monitoring of the Lead. Upon successful completion of the 12-month probation and training period and receipt of the required Water Distribution Manager I (WDM1) certification, the incumbent will be appointed as a Water Systems Operator 1.

SENIOR LEAD TECHNICIAN – Performs additional supervisory functions such as: supervise all activities, encourage, motivate and provide guidance to Public Works employees to maximize performance and make recommendations to Public Works Director to increase worker productivity, set work goals with employees consistent with goals approved by Public Works Director, track goal work and completion and report information to Director, nominate employees for Employee Recognition Program, provide input on employee performance to Public Works Director for evaluating worker performance, and assists Group Leads with accounts payable expense coding for operations and maintenance expenses and public works projects.


PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
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CITY OF NORTH BEND,  
WASHINGTON

By

  
Chad Baker  
Secretary-Treasurer

By

  
Mary Miller  
Mayor

Date

3/20/24

Date

3/26/24