

AGREEMENT

by and between

CITY OF NORTH BEND, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing the Office-Clerical and Technical Employees)

January 01, 2023 through December 31, 2025

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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 1 - RECOGNITION, PAYROLL DEDUCTION AND NOTIFICATION

1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time office clerical and technical employees of the Employer, excluding supervisors, confidential employees, and all other employees of the Employer.

1.1.1 A temporary employee will be defined as an employee hired to work within the bargaining unit during any period when additional work requires a temporarily augmented 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. A temporary employee will not be employed more than six (6) consecutive months within the bargaining unit except when such temporary employee is working in relief of a regular employee on leave. The Employer will not employ more than three (3) temporary employees at any one time within the bargaining unit.

1.2 Payroll Deduction – The Employer will 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 will provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions will 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 Union; the Union will promptly notify the Employer when to stop dues deduction from an employee. The Union will defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or fee deduction system.

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

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

ARTICLE 2 - UNION RIGHTS

2.1 Discrimination - The Employer will not interfere with the rights of employees to become members of the Union and there will 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 will have access to the Employer's establishment during working hours for the purpose of investigating working conditions and to ascertain that the provisions of this Agreement are being adhered to; provided, however, the right to access will be exercised reasonably so that there will be no interruption of the Employer's work schedule.

2.3 Shop Steward - A Union Shop Steward will be allowed reasonable time, at the discretion of the Employer, to assist in processing contract grievances during regular working hours. Employees will not use working hours for the conduct of Union business or the promotion of Union affairs other than stated.

2.4 Bulletin Boards - The Employer will provide suitable space for a bulletin board at each primary facility for employees covered by this Agreement. Postings by the Union on such boards will be confined to official business of the Union.

ARTICLE 3 - PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

3.1 Probation Period - A new employee will be subject to a six (6) month probation period, commencing with their most recent first date of hire. During this period, such employee will be considered as being on trial, subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge of an employee during the probation period will not be subject to the grievance procedure.

3.1.1 An employee transferring to a different job classification or employment status (e.g. promotion or change from part-time to full-time), will be subject to a trial period of six (6) months, commencing with the change of job classification or status. During the trial period the Employer or the employee may, without right to the grievance procedure or disciplinary action, option to revert back to the job classification or status the employee previously held. An employee subject to the trial period will not be subject to termination solely due to the change in job classification or status.

3.2 Seniority - An employee's seniority will be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

3.2.1 On July 1st of each year, the Employer will provide the Union with a seniority list showing the name of each employee within the bargaining unit, their present classification, rate of pay and their date of hire.

3.2.2 An employee's seniority will be broken so that no prior period of employment will be counted and their seniority will cease upon:

- Justifiable discharge;
- Voluntary quit;
- Failure of the employee to timely 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 and remaining outside the bargaining unit for in excess of six months;
- Failure of the employee to notify the Employer of their willingness to return to work upon recall from a layoff, of twelve (12) months or less;
- Layoff exceeding twelve (12) months;
- Leave of absence exceeding twelve (12) months.

3.3 In layoff, recall and filling job vacancies, the Employer will give consideration to an employee's length of continuous service with the Employer and their ability to perform the duties required in the bargaining unit jobs. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

3.3.1 Layoff - The Employer will provide an employee with two (2) weeks advance notice prior to layoff. The employee that is notified of layoff may accept the layoff or displace a less senior employee that is in a job classification that is of an equal or lesser classification and one in which the employee is qualified to perform the job duties.

3.3.2 Recall - Employees on layoff will be recalled by the Employer for recall before the Employer fills an open position with employees outside the bargaining unit, unless the employee(s) on layoff are not qualified to perform the duties of the open position. The Employer will have no obligation to consider recall for an employee after the employee has been on continuous layoff for a period of twelve (12) months.

3.3.3 If the Employer determines to recall an employee from layoff and is unable to contact such employee, the Union will be so notified. If neither the Union nor the Employer is able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer will have no further obligation to recall the employee. Should an employee not return to work when recalled, the Employer will have no further obligation to continue to consider the employee for recall.

If the Employer recalls an employee from layoff and is unable to contact the employee, the Employer will notify the Union. The Employer and Union will attempt to contact the employee for an additional 7 calendar days from the time the Union is notified. If the Employer and Union are unable to contact the employee after that date or the employee does not report to work, the Employer is not required to recall that employee.

3.3.4 **Job Vacancies** - New positions and positions which become vacant within the bargaining unit will be posted on the bulletin board so that employees who have completed their probation period may indicate their interest in being considered for the position. The City will post notice in each department on the date submitted for advertisement. The Employee must indicate interest in the position to the City Administrator (or designee), before the closing date.

ARTICLE 4 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

4.1 **Work Schedule** - A full-time employee will be scheduled to work five consecutive days within a seven (7) consecutive day period. Without limiting the Employer's right to direct overtime, alternative work schedules will be acceptable with mutual agreement between the employee and the employer, prior to implementing any change in the existing work schedule (days of work and/or hours of work), the Employer will meet and confer with the Union.

4.1.1 Employees may have flexible starting times and work hours, without the necessity of meeting and conferring with the Union, with the mutual consent between the employee and the Employer.

4.1.2 Time worked will be paid in fifteen (15) minute increments.

4.2 **Rest Periods** - Employees will receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods will be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee will be required to work more than three (3) hours without a rest period.

4.3 **Meal Periods** - Employees will receive an uninterrupted meal period of no less than thirty (30) minutes which will be on the employee's own time and which will be commenced no less than three (3) nor more than five (5) hours from the beginning of the shift.

4.3.1 On those occasions where an employee is not permitted, by their Employer, to take a meal period, the employee will be compensated one and one-half times their regular rate of pay or at employee discretion, compensatory time in lieu of pay during the regularly scheduled meal period missed.

4.4 **Callback** - An employee who has left work and is unexpectedly and without notice called back to work after completion of their regular day's shift, will be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay, unless the employee is called back within three (3) hours of his next regular shift.

An employee who has left work and is unexpectedly and without notice called back to work after completion of their regular day's shift, will be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

If an employee is called into work less than 3 hours before the start of their regular shift, the employee will choose to receive either pay at one and one-half (1 1/2) times their regular rate of pay or to adjust their hours to leave after they have completed their scheduled number of hours worked.

4.5 Overtime - Any work in excess of forty (40) hours in a work week will be considered overtime work and will be paid at the overtime rate of one and one-half (1-1/2) times the affected employee's regular rate of pay. All overtime work must be approved, in writing, by the Employer prior to the employee beginning such work. The workweek will be from 12:01 a.m. Monday to Midnight Sunday.

4.5.1 Approved vacation time off, holidays and call-out guarantees will be considered as time worked for the purposes of calculating overtime. Compensatory time off will not be considered time worked for the purposes of this Article.

4.5.1.1 If an employee is absent three (3) days or less on sick leave, the sick leave usage will not be considered time worked for the purpose of this Article.

4.5.1.2 Notwithstanding Sections 4.5.1 and 4.5.1.1, any time worked that is required by the Employer outside of the employee's regular scheduled work time in excess of eleven (11) hours in any given day will be paid at the overtime rate of pay for those hours the employee is assigned such work. However, if an employee decides on their own initiative to work outside of their regular work schedule and has either utilized sick leave for three (3) days or less or utilized compensatory time during the work week, will not be compensated for work at the overtime rate of pay until such time as the employee accrues forty (40) hours of actual time worked.

4.6 No Pyramiding - There will be no pyramiding of overtime and/or premium pay.

4.7 Work in Higher Classification - Whenever an employee is assigned by the Employer 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 will thereafter be paid at the STEP of the higher classification while performing such duties and accepting such responsibility which provides for a salary increase of at least four point five percent (4.5%).

4.8 Compensatory Time – In lieu of paid overtime, employees may accrue compensatory time at the rate of one and one half hours for each hour worked. Compensatory time may be scheduled and used with manager approval. Compensatory time off will be used within the calendar year the time is earned. In any event, no compensatory time will be carried into the following calendar year, unless the employee makes the request that it be carried over and it is approved by the City. Unused compensatory time will be paid to the employee on the last pay period of the calendar year.

4.9 Weekend Premium - An employee assigned to work on a Saturday or Sunday as part of their regular workweek will be compensated an additional two dollars and fifty cents (\$2.50) an hour for each hour worked on Saturday and/or Sunday.

4.10 Employee evaluations will be timely and normally be performed by the Supervisor and reviewed by the employee.

4.11 Emergency Conditions – In the event of a natural disaster, threat/act of terrorism, declared emergency or inclement weather resulting in emergency conditions, the following provisions will apply:

4.11.1 When City Hall is open, employees who are unable to travel safely to work or who request to leave before the end of their shift and such request is approved by their supervisor/manager, will be permitted to use accrued compensatory time, accrued vacation time, or leave without pay to cover all hours away from work.

4.11.2 In such instances where City Hall is officially declared closed by direction of the Mayor or City Administrator, all employees who reported to work and are present at the time when City Hall is declared closed will be paid for all hours they would have otherwise been scheduled to work on that day.

4.11.3 In the event that City Hall is closed as a result of inclement weather or other emergency as determined by the Mayor or City Administrator, any employees who are required to work will be granted an equivalent amount of comp time hours as the hours they work in addition to any other compensation that they receive for the number of hours worked. The amount of comp time hours earned will be granted at straight time and will not exceed the number of hours an employee would regularly work during that work day.

4.12 Remote Work – Employees covered by this agreement are eligible for remote work. The Employer will make every effort to create a regular work schedule that allows for at least one day of remote work each week. Employees who are regularly assigned to office-clerical work will be eligible for remote work at least two days per week. Employees may be assigned a rotating front counter or customer service assignment to balance the business needs with remote schedules.

ARTICLE 5 - WAGES

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

ARTICLE 6 - HOLIDAYS

6.1 All employees regularly scheduled to work twenty (20) hours or more per week will receive the following holidays off with pay at their straight-time hourly rate.

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
Independence Day	July 4th
Labor Day	1st Monday of September
Juneteenth	June 19
Veterans' 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 will 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 will be deemed a holiday. Any holiday falling on Sunday will be observed on the following Monday. Any holiday falling on Saturday will be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer will be recognized as a holiday under this Article. The Employer will honor all holidays which are recognized by the State of Washington.

6.4 Employees required to work on a holiday will be paid at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each hour worked in addition to the holiday pay. All holiday work will be pre-approved by the Employer in writing.

6.5 To qualify for holiday pay, an employee will have worked their 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's workday before or after the holiday will be granted off with pay, or upon prior approval, the employee may schedule an alternate day off as long as the requested day off falls within the same pay period as the holiday.

ARTICLE 7 - VACATIONS

7.1 Each regular employee will 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:

Years of Service	Vacation Days	Hours
0 – 4 years	12	96
5 – 9 years	17	136
10 years	20	160
11 years	21	168
12 years	22	176
13 years	23	184
14 years	24	192
15+ years	25	200

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 will 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 will accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month will accrue vacation from the first (1st) day of the next month following.

7.3 Vacations will 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 will be resolved on the basis of seniority for those vacation requests submitted by January 31st. Scheduling conflicts for vacation requests submitted after January 31st, will be resolved on a first come-first served basis.

7.4 An employee may carry over one (1) year's accrual of vacation past the employee's anniversary date of hire, up to a maximum of twenty (20) days.

7.5 Upon the effective date of the termination of an employee's employment, such employee will thereupon be entitled to a sum of money equal to their most recent regular compensation for any earned vacation leave time not yet used; provided, however, this provision will not be applicable to probationary employees.

7.6 Upon the employee's request, the Employer will, subject to reasonable fiscal ability, provide the employee with a vacation paycheck prior to the commencement of the employee's vacation. The vacation must be for a period in excess of five (5) workdays before the employee is permitted to make such a request.

ARTICLE 8 - LEAVES

8.1 Sick Leave - Employees regularly scheduled to work forty (40) hours or more per week will accumulate sick leave at the rate of eight (8) hours per month and may accumulate up to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours of sick leave. Employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours, accumulate sick leave on a pro-rata basis to a pro-rated maximum. [For example, an employee regularly scheduled to work twenty (20) hours per week accumulates sick leave at the rate of four (4) hours per month to a maximum of four hundred and eighty (480) hours

of sick leave.] Accumulated sick leave will be paid at the employee's regular straight-time hourly rate of pay from and including the employee's first working day of absence. Employees are entitled to use their accrued, unused paid sick leave beginning on the 90th calendar day after the start of their employment.

- 8.1.1 Sick Leave Benefit Usage - Regular employees may use sick leave in accordance with City Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City will provide notice to the union and an opportunity to bargain prior to implementing any change not mandated by state or federal laws.
- 8.1.2 Sick leave time which is used by an employee will be deducted from their accumulated sick leave time.
- 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 Sick Leave Bonus - If, during the calendar year, an employee uses no sick leave, the employee will be paid a bonus of one hundred dollars (\$100.00), payable on the last paycheck of the year.
- 8.1.5 Sick Leave Buyback - Upon termination of employment, employees will be compensated for any accrued sick leave at twenty-five percent (25%) of the accrued sick leave value. The value will be calculated at the employee's hourly rate of pay at the time of termination.
- 8.2 Worker's Compensation – Any employee involved in an accident while on duty or involving City equipment or vehicles or suffering an injury on-the-job, must report the accident or injury to their supervisor immediately. If the on-the-job injury requires time loss from work, an employee who is eligible for State Industrial Insurance will receive sick leave for the difference between their 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 will be paid for the first three (3) days off the job (or at the employee's election, accrued vacation leave). If an employee is reimbursed by State Industrial Insurance for the first three (3) days off the job, such amount will be returned to the Employer and the employee will be credited an amount of sick leave equal to the amount reimbursed to the Employer. In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or vacation leave to cover any time loss caused by an on-the-job injury. At no time during any absence caused by a compensable injury will the employee receive more than their regular full amount of pay through any combination of State and City payments.
- 8.3 Bereavement Leave - An employee who has a member of their immediate family taken by death will receive three (3) days off with pay for bereavement leave. Upon approval by the Mayor, additional time off with or without pay may be granted if the employee is the Executor of the estate or must travel a great distance or if other travel hardship is encountered. When an employee is granted the additional time off without pay, the employee may choose to take accrued compensatory time, sick leave, vacation leave, and/or a personal holiday, in lieu of leave without pay. Such additional compensated leave will not exceed five (5) days.

8.3.1 For purposes of Bereavement Leave, the "immediate family" will be defined as spouse, domestic partner, child, parent, step-child, sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-brother, step-sister, grandmother, grandfather, and grandchildren.

8.3.2 Should an employee have a member of their immediate family taken by death, while on vacation, such employee will be eligible to have such time off for bereavement leave and the unused vacation returned to their vacation accrual.

8.3.3 Should an employee have multiple members of their immediate family taken by death at the same time, each member of the immediate family will be considered a separate death.

8.4 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, will advise the Employer upon receipt of such notice, and if taken from their work for such service will be reimbursed as provided herein for any loss of wages while actually performing such service; provided however, they will provide to the Employer their properly endorsed check and will permit the Employer to copy the check or voucher they received for such service. The amount the employee will be reimbursed will be determined by subtracting the amount they received for such jury service from the amount they would have earned at their regular straight-time hourly rate of pay during the regular working hours they 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 they would have been entitled to will be deducted from their compensation for the next pay period. The Employer will 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 is released from jury service by noon on their regularly scheduled workday, they will report to work that day.

8.5 Leave of Absence - Leaves of absence will 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 will not constitute a break in service but no benefits or seniority will accrue during the leave of absence. The employee will use accrued sick leave and then vacation leave before going on unpaid leave and no vacation or sick leave or any other benefits will be accrued during the leave. An employee failing to return to work from a Leave of Absence may be terminated.

8.6 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 and vacation may 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 will only be granted for the period of disability and will not exceed six (6) months. The Employer will continue to pay the health and welfare benefits during such leave but the leave will be without pay and no vacation leave, sick leave or any other benefits will accrue

during the leave. An employee failing to return to work from a Temporary Disability Leave may be terminated; provided however, that the employee will have three (3) business days to return to work following the date the employee is released by a licensed medical doctor.

- 8.6.1 The Union will not cite the Employer granting any leave of absence as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.
- 8.7 Family Medical Leave – Family Medical Leave will 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.
- 8.8 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 begins 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 9 - HEALTH AND WELFARE BENEFITS

- 9.1 Medical Insurance – Effective January 1, 2016, for full-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee and ninety percent (90%) of the premium necessary for the purchase of dependent(s) coverage, (unless the spouse is excluded under Section 9.1.2 below), under the Association of Washington Cities, HealthFirst Plan or an equivalent plan. Dependents will not include a child beyond age twenty-six (26). For Part-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, HealthFirst Plan or an equivalent medical plan. In addition, the Employer will make the same medical insurance available for dependent coverage to part-time employees at the employee's expense. The employee will pay, through payroll deduction, the remaining five percent (5%) of the medical premiums for the employee and ten percent (10%) of the medical premiums for the dependent(s).
- 9.1.1 For the purpose of the health and welfare benefits hereunder, a full-time employee is one who is regularly scheduled to work thirty-six (36) or more hours per week. A part-time employee is one who is regularly scheduled to work twenty (20) to thirty-five (35) hours per week.
- 9.1.2 In the event an employee's spouse has medical insurance available through his or her place of employment, the Employer will not pay any percentage or portion of the medical insurance premiums. The employee may elect to cover his or her employed spouse on the City's medical insurance by paying one hundred percent (100%) of the spouse's medical premium. Should the spouse lose their existing medical coverage through the loss of employment or other reasons outside 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).

9.1.3 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.

9.1.4 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.

9.2 Dental Insurance - For full-time employees, the Employer will 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, under the Association of Washington Cities, Washington Dental Service Option Plan II. For part-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Dental Service Plan B, under the Association of Washington Cities, Washington Dental Service Option Plan II.

9.3 Vision Insurance - The Employer will 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 (VSP), Full Family - \$10.00 deductible.

9.4 Long-Term Disability Insurance - The Employer will 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 which provides for sixty percent (60%) of the employee's annual salary, following a ninety (90) day waiting period.

9.5 Life Insurance – The Employer will pay each month one hundred percent (100%) of the premium necessary for the purchase of employee life insurance coverage at the fifty thousand dollars (\$50,000.00) benefit level under the Association of Washington Cities Group Life Insurance Plan.

9.6 The Employer will provide an Employee Assistance Program (EAP) for all bargaining unit employees at no expense to the employees.

9.7 Western Conference of Teamsters Pension Trust - On October 17, 2018, The Union held an election to determine whether the Office Clerical and Technical employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to

participate. Effective January 1, 2019, all bargaining unit members as recognized in the Collective Bargaining Agreement will participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions will be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2019, and paid in the February, 2019 pay warrants. Said contributions will be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

9.7.1 The total amount due to the Trust Fund for each monthly payroll period will be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer will abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.

9.7.2 The Employer will pay one dollar (\$1.00) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar (\$1.00) per hour contribution will be through a payroll diversion on a pre-tax basis.

9.7.3 For probationary employees and temporary employees hired or utilized for the first time on or after January 1, 2019, the Employer will pay by wage diversion an hourly contribution rate of ten cents (\$.10) during the probationary period as defined in Article 3.1 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions will be made on the same basis set forth in Article 9.7.2 of this agreement. After the expiration of the probationary period as defined in Article 3.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first day of utilization as a temporary employee, the contribution will be increased the full contractual rate stated in Article 9.7.2

9.7.4 The pre-tax hourly diversions provided for in Section 9.7.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 9.7.2.

ARTICLE 10 - MISCELLANEOUS

10.1 Non-Discrimination - The Employer and/or the Union will not unlawfully discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, sex, national origin, age, marital status, non-membership in the Union, political affiliation or physical, sensory or mental handicaps.

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

10.2 Strikes and Lockouts - No employee will strike or refuse to perform his assigned duties to the best of his ability nor will 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 will not lock out any employee during the life of this Agreement.

10.3 Rainwear - The Employer will maintain appropriate rain gear for use by employees whose work duties require the employee to work in the field on a regular basis.

10.4 Compulsory Retirement - No employee will be compelled to retire solely on the basis of age prior to attaining seventy (70) years of age.

10.5 Footwear - The Employer will pay up to two hundred and fifty dollars (\$250.00) for the purchase of appropriate footwear which meets WISHA Standards for employees required to wear safety footwear in the course of their duties at an Employer designated supplier, once every three (3) years or as necessary but not more frequently than every twelve (12) months. The Department Director must approve the footwear prior to the employee purchase of the footwear. The Building Inspector and Infrastructure Inspector are not eligible for footwear reimbursement pursuant to the Uniform allowance in section 10.10.1.

10.6 Training - The Employer will allow employees to attend activities necessary for maintaining required certification on work time. The Employer will pay all attendance costs, and when a City vehicle is not available, will reimburse mileage in accordance with the established rate.

10.7 Education - The Employer may reimburse employees for education expenses (tuition, fees and books) for courses that are job related or related to career development, upon the successful completion of such courses (the employee must attain a grade of "B" or the equivalent, or better). The employee must obtain written approval prior to enrolling in the course.

10.8 Paychecks - The salaries of employees will be paid twice monthly on the 5th and 20th of each month; provided however, if such day is a holiday, the preceding day will normally be the payday.

10.9 Health and Safety - The Employer and employee recognize their joint responsibility to maintain a safe and healthful work environment for all parties concerned.

10.10 Uniform and Safety Equipment - The Employer will provide the Building Inspector the following Personal Protective Equipment (PPE) and photo identification:

- One (1) reflective safety vest
- One (1) 5 in 1 safety Jacket (every two years or as needed)
- One (1) pair of safety glasses

The Employer will provide replacement or repair of PPE items as necessary due to normal wear and tear.

The Building Inspector will carry his/her badge identifying him/her as an employee of the City of North Bend when he/she is on site meeting with citizens or customers of the City of North Bend.

10.10.1 The Employer will pay the Building Inspector and Infrastructure Inspector eight hundred and eighty dollars (\$880.00) annually, for the purchase of clothing and footwear such as, the following:

- Work pants
- Long-sleeved work shirts (for winter)
- Tee-shirts (for summer)
- Hats
- Coveralls
- Winter weight jacket
- One Lightweight jacket
- Safety Boots which meet WISHA standards.

10.11 Deferred Compensation - Effective upon ratification the Employer will 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). 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 will be increased to match such amount.

ARTICLE 11 - DISCHARGE AND SUSPENSION

11.1 The Employer will not discipline, suspend or discharge an employee without just cause. The Employer will 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 will forward a copy of any disciplinary action to the Union at the same time of issuance to the employee.

11.2 The City must issue discipline, suspension or discharge within fourteen (14) 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 will be null and void.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement will be by utilizing the following procedure:

12.1.1 STEP 1 - The Union will present the grievance in writing to the Department Supervisor with a copy to the City Clerk, within fourteen (14) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence, or it will not be subject to the grievance procedure. The Department Supervisor will provide a written response within fourteen (14) calendar days of its receipt of the Step 1 grievance.

12.1.2 STEP 2 - If the grievance is not resolved at Step 1, the Union will have fourteen (14) calendar days from the receipt of the Supervisor'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 time-line specified herein will not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator will provide a written response to the Union within fourteen (14) calendar days of their receipt of the Step 1 grievance letter.

12.1.3 The Union will 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 fourteen (14) 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 time line specified herein it will not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator will provide a written response to the Union within fourteen (14) calendar days of its receipt of the Step 2 letter.

12.1.4 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 fourteen (14) calendar days of receiving the City Administrator's Step 2 written response. The petition will request a list of nine (9) names of qualified arbitrators from which the parties will alternatively strike names until one (1) name remains. The right to strike first will be determined by a flip of the coin. The remaining name will serve as the impartial arbitrator who will conduct a hearing and issue a decision, which will be final and binding upon all parties to the dispute. The Arbitrator may only render a decision on 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.

12.2 The failure to comply with the time limitations specified herein for taking complaints to the grievance procedure, as well as for processing the grievance through the steps of this procedure will constitute a bar to filing a grievance or a dismissal of the grievance and a forfeiture of the right to process the grievance further. The time limits may only be extended by the written agreement of the parties.

12.3 Each party will bear the expense of presenting its own case. The expenses of the arbitrator will be borne equally by the Employer and the Union.

12.4 If the Employer is the grieving party, the same procedure set forth above will apply except the roles of the Union and the Employer will be reversed.

ARTICLE 13 - MAINTENANCE OF STANDARDS

13.1 The Employer agrees, subject to the other specific language of this Agreement that any and all conditions of employment will be maintained at not less than the highest standards in effect at the time of signing this Agreement.

ARTICLE 14 - MANAGEMENT RIGHTS

14.1 Subject to the provisions of this Agreement, the following items are solely the responsibility of management:

- A) Hiring, evaluating qualifications, evaluating skill and ability, maintaining order, the power and right to hire, lay off, recall, promote and demote, the power to discipline and discharge for just cause;
- B) The assignment and scheduling of work; the determination and location of any part or all of the physical premises, the determination of the number of persons required to operate and/or maintain all or any portion of the physical premises; the determination to subcontract; the determination of equipment, methods, procedures, schedules and system's designs; the decision to operate, determine the level of operation or to shut down any portion or all of the physical premises; the right to relocate any or all of the physical premises;

14.2 Notwithstanding Section "B" above, the Employer may not subcontract bargaining unit work if it would result in the layoff of bargaining unit employees.

ARTICLE 15 - MATTERS COVERED AND COMPLETE AGREEMENT

15.1 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 16 - SEVERABILITY AND SAVINGS

16.1 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 will become effective at such time and in such amounts and for such periods retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extensions thereof.

16.2 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 will 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 will 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.

ARTICLE 17 - DURATION

17.1 Duration of Agreement – This Agreement will be effective January 1, 2023 and will remain in full force and effect through December 31, 2025

17.2 Notwithstanding the provisions of Section 16.1, this Agreement and all of its terms and provisions will continue to remain in full force and effect during the course of negotiations on a new Labor Agreement and the term of this Agreement will automatically be extended 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 sooner; provided however, in no event will an impasse be declared earlier than one (1) year following the original 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

4-13-23

CITY OF NORTH BEND,
WASHINGTON

Robert McFarland
Mayor

4-17-23

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

January 01, 2023 through December 31, 2025

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, 2023, the 2022 rates of pay for each classification covered by this Agreement will be increased by seven percent (7%).

2023 Salary Schedule (7% Increase)						
CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m+
Accounting Assistant I	\$4,821	\$5,014	\$5,215	\$5,424	\$5,641	\$5,866
Administrative Assistant	\$4,907	\$5,103	\$5,307	\$5,519	\$5,741	\$5,970
Accounting Assistant II	\$5,610	\$5,835	\$6,068	\$6,311	\$6,563	\$6,826
Business License & Tax Coordinator	\$5,610	\$5,835	\$6,068	\$6,311	\$6,563	\$6,826
Utilities Coordinator	\$5,610	\$5,835	\$6,068	\$6,311	\$6,563	\$6,826
Public Works Office Coordinator	\$5,716	\$5,945	\$6,182	\$6,430	\$6,688	\$6,955
PW Ofc Coord/Contract Specialist	\$7,276	\$7,490	\$7,704	\$7,918	\$8,132	\$8,346
Planning Assistant/Permit Tech	\$5,716	\$5,945	\$6,182	\$6,430	\$6,688	\$6,955
Office Coordinator/Permit Tech	\$5,716	\$5,945	\$6,182	\$6,430	\$6,688	\$6,955
Payroll Officer	\$6,023	\$6,264	\$6,514	\$6,775	\$7,046	\$7,328
Special Events & Visitor Information Coordinator	\$6,073	\$6,316	\$6,569	\$6,832	\$7,105	\$7,389
Records Coordinator	\$6,173	\$6,420	\$6,677	\$6,944	\$7,221	\$7,510
Deputy City Clerk	\$6,337	\$6,590	\$6,854	\$7,128	\$7,413	\$7,709
Staff Accountant	\$6,338	\$6,591	\$6,855	\$7,129	\$7,414	\$7,711
Mapping CADD Tech	\$6,440	\$6,697	\$6,966	\$7,244	\$7,534	\$7,836
Long Range Planner	\$6,601	\$6,865	\$7,140	\$7,425	\$7,722	\$8,031
Associate Planner	\$6,601	\$6,865	\$7,140	\$7,425	\$7,722	\$8,031
Public Works Infrastructure Inspector	\$6,671	\$6,938	\$7,216	\$7,504	\$7,805	\$8,117
Building Inspector	\$6,671	\$6,938	\$7,216	\$7,504	\$7,805	\$8,117

2023 Salary Schedule (7% Increase)						
CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m+
GIS Analyst	\$6,576	\$6,914	\$7,251	\$7,588	\$7,925	\$8,263
GIS Sr. Analyst	\$7,064	\$7,584	\$8,100	\$8,617	\$9,135	\$9,652
Senior Long Range Planner	\$7,800	\$8,112	\$8,437	\$8,774	\$9,125	\$9,490
Senior Planner	\$7,800	\$8,112	\$8,437	\$8,774	\$9,125	\$9,490

A.1.2 Retroactive pay, where applicable, will 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 Effective January 1, 2024, the 2023 rates of pay for each classification covered by this Agreement will be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI - W) annual change from June 2022 to June 2023 with a minimum of one percent (1%) and a maximum of five percent (5%).

A.3 Effective January 1, 2025, the 2024 rates of pay for each classification covered by this Agreement will be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI - W) annual change from June 2023 to June 2024 with a minimum of one percent (1%) and a maximum of five percent (5%).

A.4 Step Increases – STEPS A to B, B to C, C to D, and E to F are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1, A.2, and A.3.

A.5 Promotion – In the event that an employee moves from one classification to a higher paying classification, as measured by the comparative pay scales on STEP A, the employee will be placed into the lowest pay STEP of the higher classification which provides for a salary increase of at least four point five percent (4.5%). An employee moving from one classification to a lower paying classification will be placed into the highest STEP of the lower classification which does not provide a salary increase.

A.6 Longevity Bonus – In addition to the monthly rates of pay provided for in Sections A.1, A.2, and A.3, employees will receive a Longevity Bonus based upon their years of service with the Employer as follows:

After the first five (5) years of service with the Employer, an employee will receive thirty dollars (\$30.00) per month in addition to his regular wage, and for each additional year of service with the Employer thereafter, an employee will receive an additional ten dollars (\$10.00) per month in addition to his regular wage; provided however, at no time will this Longevity Bonus exceed one hundred fifty dollars (\$150.00) per month.

A.7

The elimination of old classifications and creation of new classifications in Appendix "A" is intended to be a housekeeping modification and is not intended to be any change in or alter the scope of bargaining unit work.

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

By



Chad Baker
Secretary-Treasurer

Date

4-13-23

CITY OF NORTH BEND,
WASHINGTON

By



Rob McFarland
Mayor

Date

4-17-23