

AGREEMENT BY AND BETWEEN

CITY OF MILTON

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 483**

JANUARY 1, 2016 - DECEMBER 31, 2019

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AGREEMENT
By and between
CITY OF MILTON, WASHINGTON
and
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL 483

January 1, 2016 through December 31, 2019

THIS AGREEMENT is entered into by and between the CITY OF MILTON, hereinafter referred to as the "City" and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483, hereinafter referred to as "Union."

ARTICLE 1 - RECOGNITION

Union Recognition. The City recognizes the Union as the exclusive bargaining representative in all matters of wages, hours and employment conditions, and the application of this Agreement for all regular full-time and regular part-time employees excluding elected officials, officials appointed for specific terms of office, confidential employees, directors, exempt managers, temporary employees as defined in Article 12.5, and uniformed personnel.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Union Membership. It shall be a condition of employment that all employees covered by this Agreement shall remain or become members in good standing of the Union within thirty one (31) days of the effective date of this Agreement or their hiring, whichever is later. All such employees shall remain members in good standing of the Union. "Membership in good standing" is defined as the obligation to pay periodic dues and initiation fees, or to pay an "agency fee" in lieu of membership to the Union. An "agency fee" represents the Union's collective bargaining costs, including negotiating contracts, administering contracts and representation of employees regarding wages, hours and working conditions. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender periodic dues and initiation fees or agency fees.

The Union agrees that the City shall not terminate the employment of any employee under the Union security clause provision of the Agreement until written notification is received from the Union that an employee has failed to pay the required dues or agency fee, or provide proof of an alternative payment based on religious tenets as provided herein above.

The parties also agree that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City based on any actions taken against an employee pursuant to this paragraph.

2.2 Religious Objectors. Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and

initiation fees to a non-religious charity in Pierce County mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.3 New Employees. The City will notify the Union of all new hires in the bargaining unit within the first payroll cycle of the employee's date of employment.

2.4 Dues Deductions. The City shall deduct dues from the pay of those employees covered by this Agreement who voluntarily execute a wage assignment authorization form. An employee may also through a wage assignment authorization form authorize the deduction of other items as may be mutually agreed upon by the City and the Union. Deductions will be promptly transmitted to the Union by check payable to the Union. Upon issuance and transmission of a check to the Union, the City's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee. The City shall be obligated to honor only an authorization to deduct a specific dollar amount or formula specified in writing by either the employee or Union. The City shall have no obligation or responsibility for verifying the amount to be deducted.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Direction of Workforce. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to, the right to contract services of any and all types. The direction of its work force is vested exclusively in the City. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine methods, means and personnel by which such operations are to be conducted; (g) determine the scope of City jobs and tasks associated therewith; and (h) take any actions necessary in conditions of emergency regardless of prior commitments or the provisions of this Agreement, to carry out the mission of the City; provided, however that items (a) through (h) shall not be in conflict with the terms of this Agreement.

3.2 City Rules and Regulations. The City shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the City for the conduct and the management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey such directions, rules, and regulations insofar as they do not conflict with the express terms of this Agreement.

3.3 Application of Rules. Discipline based on such rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the City in writing to all employees and the Union.

3.4 Volunteers. The ability of the City to use bona fide volunteers receiving no compensation qualifying under the Fair Labor Standards Act is acknowledged. The City may use volunteers in the provision of public services, including by way of illustration and not limitation, the service of volunteers for park beautification, trail and road clean up and planting provided, however, that:

3.4.1 – The use of volunteers shall not result in the reduction of work, loss of overtime or layoff of any Union personnel.

3.4.2 – The City shall not use volunteers to prevent the return to work of a laid off employee.

3.4.3 – The City shall not use volunteers to perform job functions typically performed by bargaining unit employees who are either employed or in a laid off status.

ARTICLE 4 - UNION RIGHTS

4.1 Access to Premises. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter City premises for the purpose of transacting Union business and observing conditions under which employees covered by this Agreement are employed; provided, however, that the Union's representative shall provide the Mayor or her designee with advanced notice of the intent to transact Union business and shall not interfere with the work of employees. The Union's representative shall observe all applicable safety regulations.

4.2 Union Stewards. The Business Manager shall have the right to appoint two (2) shop stewards. The shop steward shall ensure that the provisions of this Agreement are observed. The shop steward shall, upon request to the Department Director, be allowed reasonable time to perform these duties during regular working hours without loss of pay if such duties cannot be performed during non-working time. Shop stewards shall not interfere with the work of employees or the operation of the City. The Union shall furnish the City with the names of shop stewards so appointed. The City will pay the two (2) shop stewards or union members at the straight time rate of pay for scheduled work hours lost in attendance at formal negotiations for a successor collective bargaining agreement between the City and the Union.

4.3 Union Bulletin Boards. The City shall provide suitable, non-public space for bargaining unit employees to use as a bulletin board in each City building staffed by bargaining unit employees. Postings on such boards shall be confined to official Union business.

4.4 Wage Status of Employees. Upon the Union's request, the City will furnish the Union with the wages earned by bargaining unit employees. This information will be used by the Union for the sole purpose of determining the amount of dues owed by the employees. The Union will not divulge the wage information to any person or agency.

4.5 No Discrimination Based on Union Activity. The City will not interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City against any employee, including shop stewards, based on union activity or membership in the Union.

ARTICLE 5 - NON-DISCRIMINATION

5.1 No Employment Discrimination. The City and the Union agree that there shall be no harassment or discrimination against any employee on the basis of those protected classes as provided under state and federal law. In the event the Americans with Disabilities Act or the Washington Law Against Discrimination or other laws conflict with the provisions of this Agreement, those laws shall control. Where possible, the Union shall be notified of any perceived conflict, and upon request, the City shall meet with the Union to discuss the conflict.

5.2 Use of Grievance Procedure. Employees who feel they have been discriminated against are encouraged to use Steps 1 and 2 of the grievance procedure herein prior to seeking relief through outside agencies.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Purpose. The City and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continuing employee relations and morale. Every effort will be made to settle grievances at the lowest possible level of supervision. Except as provided in Articles 5.1 and 8.1, this grievance procedure shall be the sole mechanism for the adjudication of claims alleging any violation of the terms of this Agreement.

6.2 Definition. A grievance is a claim raised by the Union or the City in which it is alleged that a provision of the Agreement has been violated by the other party. Complaints alleging violations of Article 5 (Non-Discrimination) and Article 8.1 (Health and Safety) shall be adjudicated through one process. The grievant may choose to use the grievance process or report the violation to a state agency. In no case shall both processes be used.

6.3 Time Limitations. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the non-grieving party to comply with time limitations allows the grieving party to proceed immediately to the next step. Failure by the grieving party to comply with time limitations shall constitute a dismissal of the grievance. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline shall be extended to the next working day.

6.4 Step 1 - Verbal. As soon as possible, but in no case later than fourteen (14) calendar days from the date of the alleged occurrence, the employee shall first discuss the grievance with the immediate supervisor and/or the Department Director. The supervisor and/or Department Director shall investigate and respond to the employee within fourteen (14) calendar days. If the City does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

6.5 Step 2 - Written. If the grievance is denied or not satisfactorily resolved at Step 1, the Union shall reduce the grievance to writing and submit it to the Mayor or his/her designee within fourteen (14) calendar days of the City's response or deadline for submitting a response, whichever is earlier. For a grievance filed by the City, the grievance may be initially filed at Step Two, and may be submitted to the Union's offices by mail, facsimile or e mail. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. The party served with the grievance shall serve a written response on the other party within fourteen (14) calendar days of receiving the grievance. This time period may be extended if

either party requests a meeting to discuss the grievance. In the event of a meeting, the party served with the grievance shall provide a written response to the other party within fourteen (14) calendar days of the meeting. If the non-grieving party does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

6.6 Step 3 - Arbitration. If the grievance is denied or not satisfactorily resolved at Step 2, either party may in writing refer to the matter to final and binding arbitration within thirty (30) calendar days following the date of the non-grieving party's response or deadline for submitting a response, whichever is earlier.

6.6.1 Discipline that has no impact on an employee's wages shall not be subject to arbitration, but may be raised during an arbitration to the extent it contributed to the discipline that is being arbitrated.

6.6.2 If the parties are unable to mutually agree on an arbitrator within fourteen (14) calendar days of the arbitration request, the party moving the grievance to arbitration shall request the appointment of an arbitrator from the Public Employment Relations Commission.

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

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

6.7 Election of Remedies. Employees who have the option of utilizing the Civil Service Commission or the grievance procedure under this Agreement shall be required to elect either the Civil Service Commission or the grievance procedure. In no event shall an employee be entitled to utilize both procedures for the resolution of a grievance.

ARTICLE 7 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize a strike, work stoppage or slowdown; and the City will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its powers to induce employees engaged in a strike, work stoppage or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage or slowdown which the Union, its officers, representatives or affiliates have expressly forbidden or declared in violation hereof and attempted to prevent and/or terminate. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and/or arbitration procedures provided for herein. Employees shall not

be disciplined for respecting lawful, sanctioned picket lines, provided that public safety is not compromised.

The City may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the City. The sole questions which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article.

ARTICLE 8 - HEALTH AND SAFETY

8.1 Health and Safety Laws. All state and local laws governing the health and safety of employees shall be observed, and are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein. Disputes arising from this Section 8.1 are not subject to Step 3 (Arbitration) under the grievance procedure.

8.2 Mutual Objective. It is the objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illnesses.

8.3 Safety Committee. The Safety Committee consists of four (4) employees, two (2) representing the City and two (2) representing the Union. The Chair of this Committee shall be rotated between the City and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on paid time and shall not exceed four hours per calendar quarter.

8.4 Safety Committee Activities. The Duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Union Representative. Available members of the Safety Committee including at least one (1) representative of the Union shall accompany WISHA Authorities on any walk-around inspections.

8.5 Safety Equipment. The City shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees be trained in the use of such devices and use them in accordance with that training. The City shall offer first aid and CPR training annually to all employees. This shall be voluntary for those employees whose positions do not require it.

ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

9.1 Labor Management Committee. The City and the Union agree that a need exists for closer cooperation between Labor and Management. From time to time suggestions and complaints of general nature affecting the Union and the City require consideration. The City and the Union therefore agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor Management Committee, the other half being no more than three (3) representatives of the City named for that purpose. Either party may request a meeting of the committee to discuss problems that may arise and how to resolve them.

9.2 Letters of Agreement. Should the Union and the City mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Agreement that is attached hereto and incorporated herein as though fully set forth. Letter of Agreement not attached to this Agreement shall have no effect.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.1 Probation. All employees shall serve an initial probationary period of six (6) months continuous service following hire and shall have no seniority rights during that period. Any leave(s) of absence (paid or unpaid) of more than twenty-one (21) working days in the aggregate shall not count toward continuous service for the purposes of calculating any probationary period of employment. Management may be able to extend the probationary period when an employee is unavailable to perform (e.g....disability or excused leave). After completion of the initial probationary period, an employee's date of hire shall become the employee's seniority date. Neither the Union nor the employee may question the discipline or dismissal of any probationary employee. The discipline or dismissal of a probationary employee is specifically excluded from the grievance and arbitration provisions contained in this Agreement.

10.2 Promotional/Transfer Probation and Involuntary Return to Prior Position. The probationary period for an employee who has been promoted/transferred to a new classification shall be three (3) months of continuous service. If an employee's performance in the new classification is found to be unacceptable during the probationary period, a determination that is within the City's sole discretion, the employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred.

10.3 Voluntary Return to Prior Position. During the first sixty (60) days of the probationary period, an employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred.

ARTICLE 11 - SENIORITY

11.1 Definitions. Seniority is the length of continuous service with the City including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority.

11.2 Seniority List. The City shall establish and mail to the Union a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later. The Union will have thirty (30) calendar days following receipt of the annual seniority list to protest any employee's seniority order on the list. The term "rehire" for purposes of this Article means the rehiring of an employee after separation from employment for any reason and includes the recall of any laid off employee after the applicable recall period set forth in Article 13.

11.3 Vacancies and Promotions. Seniority shall be given consideration, along with the requirements of the City, in filling job vacancies and promotions. Seniority shall apply when qualifications are equal. In filling job vacancies or making promotions, the City will give first

consideration to existing employees before hiring outside employees. Employees not selected to fill a vacancy or promotional position shall, upon their request, be provided with reasons for the decision. It is understood that the process for providing feedback is an informal one and that there is no requirement that the reasons be reduced to writing.

11.4 Layoffs. When the City eliminates a bargaining unit position, the employees shall be selected for layoff in reverse order of seniority. Employees subject to layoff shall have the right to bump into other positions occupied by persons with less seniority, provided that the employee subject to layoff has previously performed the functions of the other position within the City of Milton, and possesses the ability to competently perform the position's current job functions. Employees shall not accrue seniority while on layoff. Seniority lists shall be adjusted accordingly.

11.5 Recall Rights. Laid off employees shall be recalled on the basis of seniority to any previously held position if a vacancy occurs. Laid off employees will retain recall rights for one (1) year from date of layoff.

11.6 Loss of Seniority. An employee shall lose seniority for any of the following reasons:

- Voluntary resignation;
- Discharge for just cause;
- Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless extended by the City and the employee;
- Exceeding a leave of absence (unless excused in writing);
- Giving a false reason for obtaining a leave of absence;
- Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;
- Lay-off in excess of one (1) year.

ARTICLE 12 - EMPLOYEE CLASSIFICATIONS

12.1 Regular Full-Time Employees. Regular full-time employees regularly work forty hours per week.

12.2 Regular Part-Time Employees. Regular part-time employees regularly work less than forty hours per week, but not less than twenty hours per week. Regular part-time employees shall accrue vacation, sick leave, and holiday benefits in direct proportion to hours worked.

12.3 Directors. Department Directors shall be allowed to perform departmental bargaining unit work. Department Directors shall not replace bargaining unit employees on a full-time basis.

12.4 New Classifications. Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classification which are comparable to wage rates of similar classifications within the facility. Before putting these wage rates into effect, the City will discuss them with the Union and attempt to agree on wage rates for the new classification. If no agreement is reached, the City shall implement its previously determined wage rate.

12.5 Temporary Employees:

The City has the right to fill positions on a temporary basis as needed for the purpose of meeting increased workloads, projects, employee injuries or illnesses requiring a temporary replacement of 120 days and vacations. Temporary employees shall be limited to:

- Seasonal help working less than 120 calendar days during the summer to provide maintenance work for the Public Works department.
- Office pool of temporary employees for Finance, Administration, Fire and Police departments and Municipal Courts working a combined total of 1,500 hours or less per calendar year.
- Temporary employees shall not be required to join the union while working in these positions until they have 960 hours. Temporary employees shall be paid at eighty-five percent (85%) of the wage rate as listed in appendix A.
- Management shall notify the Union of temporarily hired employees within 30 days of the temporary appointment.
- Temporary employees shall not be employed to deprive regular employees of overtime.
- No permanent employees shall be laid-off while temporary employees are employed.

ARTICLE 13 - WAGES, CLASSIFICATIONS AND HOURS OF WORK

13.1 Appendix Provisions. The classifications, monthly rates of pay and department specific provisions are set forth in the attached Appendix A and made a part of this Agreement. The following General Wage Increase shall go into effect for all employees covered by this agreement:

- a. Effective July 1, 2016, the 2015 wage rates shall increase by 2%. Upon ratification of this agreement by both parties, all covered employees shall receive a \$500 contract signing bonus.
- b. Effective January 1, 2017, the 2016 wage rates shall increase by 1.5%
- c. Effective January 1, 2018, the 2017 wage rates shall increase by an amount equal to 100% of the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, All items, measured from June 2016 to June 2017 with a minimum of 1% and a maximum of 3% increase.
- d. Effective January 1, 2019, the 2018 wage rates shall increase by an amount equal to 100% of the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, All items, measured from June 2017 to June 2018 with a minimum of 0.5% and a maximum of 3.5% increase.
- e. **Position Reclassifications:** The following reclassification of positions shall apply effective January 1, 2016.
 1. Administrative Support – Deputy City Clerk shall be reclassified to Grade 14
 2. Administrative Support – Finance Technician I shall be reclassified to Grade 14
 3. Mechanic shall be reclassified to Grade 17
 4. Line Equipment Operator shall be reclassified to Grade 18
 5. The incumbent employee in the Meter Reader classification shall be reclassified as a Meter Technician upon confirmation that the employee is qualified for the position.

13.2 Promotions. Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a 5% increase above the previous rate of pay that the employee received in the classification from which the employee was promoted.

13.3 Out of Class Pay. Out of class pay at the rate of five (5) percent above the employee's current rate of pay shall be granted to any employee assigned by a Director to a higher classification for one (1) day or more to fill in during the absence of a regular employee.

13.4 Compensatory Time. Compensatory time may be granted for overtime worked, subject to the approval of the Mayor or his/her designee. Such compensatory time shall be accrued at the overtime rate, i.e., three (3) hours of overtime equals four and one-half (4 ½) hours of compensatory time earned. Requests for compensatory time off shall be subject to the approval of the Mayor or his/her designee.

13.5 Hours of Work and Flextime. The normal work week for full-time employees shall consist of five (5) work days of eight (8) consecutive hours (not including meal breaks) each, Monday through Friday. Employees may work more or less than (8) hours in a day if mutually agreed upon. Such changes must comply with the FLSA. The following schedules will be accommodated when possible and when there is mutual agreement between the employee and management.

Four (4) ten (10) hour days, Monday through Friday.

Eight (8) consecutive days of nine (9) hours each and one (1) day of eight (8) hours with every other Friday or Monday off. Days off may be adjusted when mutually agreed to.

Tuesday – Saturday Schedule

A Tuesday thru Saturday work week shift shall be established for one (1) employee. The terms and conditions for this shift are set forth below:

- Shift shall be staffed from volunteers from a Grade 16 or below. If there are no volunteers, then staffing will be on a one (1) week rotational basis from employees from the Parks and Facilities work group.
- Employees shall receive a ten (10) percent shift differential for all hours worked on Saturday.
- In the event of a vacation, sick leave or disability of the Saturday worker, the City shall determine if the shift will be covered. If the shift is to be covered, then coverage shall come from the Parks and Facilities work group and overtime rules set forth in Sec. 13.7 and 13.8 of this CBA shall apply.
- When a new employee is hired in to the Parks and Facilities work group that employee will be assigned the Tuesday through Saturday work schedule full-time.

Milton Days

Any employee who volunteers to work outside of their regular working hours for Milton Days shall be allowed to flex their work schedule for that week. All hours worked outside of their regular hours shall include a ten (10) percent shift differential.

Alternate work day for limited duration.

If the City requests a modification of this article, such modification shall require the agreement of the Union. If the employee requests a modification of the normal work week, the employee may request such a modification directly from the City or through the Union. The employer or the employee may with a minimum of two (2) weeks' notice revert back to the normal shift of five (5) days per week Monday through Friday eight (8) hours per day.

13.6 Meal and Rest Breaks. Full time employees shall be entitled to one (1) unpaid meal period of a minimum of thirty (30) minutes and a maximum of one (1) hour, and two (2) paid fifteen (15) minute rest breaks per day.

13.7(a) Overtime Compensation. There shall be two (2) overtime rates of pay. Both overtime rates may be paid in the form of wages, equivalent compensatory time off or a combination thereof.

One and one half (1 ½) the straight time rate of pay

The overtime rate of one and one half (1 ½) the straight time rate shall be paid for all hours worked in excess of the employee's scheduled shift (work day) or any hour worked over 40 hours per week. If an employee works a modified work week pursuant to Article 13.5 (e.g., 10 hours one day and 6 hours the next), no overtime will be paid, unless the employee works in excess of 40 hours in a workweek.

Double (2) the straight time rate of pay

The overtime rate of double (2) the straight time rate of pay shall be paid for all hours worked on Sunday.

13.7(b) Fatigue Time. Any employee performing overtime work between 12:00 a.m. (midnight) and 4:00 a.m. (with the exception of Saturdays, Sundays and holidays) and actually performing work for two (2) hours or more past midnight, shall be allowed to take four (4) hours of paid rest at the straight-time rate upon their release from duty for start of shift whichever is later. Such employee shall be required to report to work after four (4) hours rest or utilize accrued leave time for the balance of their regular shift.

13.8 Call Back Pay. Employees called back to work outside of their normally scheduled shift shall receive a minimum of three (3) hours pay at one and one-half times their regular straight time hourly rate of pay. Employees shall not be entitled to call-back pay if, with a minimum of one week's prior notice, they are required to work outside their normally scheduled shift.

13.9 Educational Reimbursement. Employees will be entitled to reimbursement for classes and/or training requested by the Department Director and approved by the Mayor.

13.10 Longevity Pay. In addition to the rates of pay identified in Appendix A, each regular full-time employee shall receive longevity pay as follows.

Years of Service	Longevity Pay
Starting 6 th - 10 th	1 % of Base Wage
Starting 11 th - 15 th	2% of Base Wage
Starting 16 th -19 th	3% of Base Wage
20+ Years	4% of Base Wage

13.11 Anniversary Date. The anniversary date, for the purposes of calculating eligibility for step increases, longevity pay and other employee compensation, shall be on the date an employee was hired. Should an employee’s probation be extended the employee shall not receive a step increase until they have successfully passed probation.

13.12 Mutual Aid Compensation. Should it be necessary to send employees covered by this agreement to assist another utility during emergency conditions, such employee shall receive the compensation that is the highest of the two agencies involved. The determination of when employees can be furnished to assist another agency shall be at the discretion of the department director. Employees that are sent to assist another utility during emergency conditions shall follow the most stringent safety policies and procedures of the two agencies involved.

13.13 Emergency Compensation. All regular full-time employees shall be eligible for emergency pay under the following conditions: an event occurs, unexpected or expected, involving shortage of time and resources, that places life, property or environment in danger, or that requires response beyond routine incident response resources, and is declared an emergency by the employee's department director or Mayor. The determination of what events constitute an emergency and hence qualifies for this compensation shall be determined by the department director or Mayor, and may be implemented for an entire department or for specific individuals. Once an emergency is declared by the department director or Mayor, employees shall receive pay for time worked in the following steps:

1. First eight (8) hours (or first ten (10) hours in the case of employees working four (4) tens (10) hour days) at the straight time rate of pay, normal shift.
2. Any additional hours shall be paid at one and one half (1 ½) the straight time hourly rate of pay. The rate of one and one half (1 ½) straight time rate of pay shall continue until such time as the emergency is declared to be over by the employees department director or the work shift is at an end, whichever occurs first the end of the work shift occurs when an employee either leaves to go home or is sent home by his or her department director. If a declared emergency is still in effect when the employee returns to work, compensation for time worked will follow step one and step two above. The determination that a declared emergency is at end, and thus the ability to qualify for emergency compensation is at an end, shall be at the sole discretion of the department director. Some individuals may be removed from emergency compensation prior to others based on the circumstances of the emergency as determined by the department director. When the emergency is declared to be at an end, the provisions of this

section are no longer in effect and normal contract language concerning overtime pay will immediately prevail.

If an emergency falls on a day when employees are entitled to premium pay (Sunday's or Holidays), the applicable premium pay rate shall apply. However, there will be no pyramiding of emergency pay on top of premium pay.

ARTICLE 14 - HOLIDAYS

14.1 Number of Paid Holidays. All regular full-time and regular part-time employees shall be entitled to compensation for thirteen (13) holidays per year as listed below.

New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	The day following Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Two "Floating Holidays"

Christmas Eve Day: This is a holiday for non-essential personnel as designated by the Mayor or her designee. Essential personnel shall be granted an additional "Floating Holiday" which shall be used within six (6) months following the Christmas Eve on which the employee is designated to work.

14.2 Date of Holidays. The dates of the above legal holidays will be as designated by the State of Washington. The "floating holidays" shall be chosen by agreement between the employee and the City.

14.3 Eligibility. New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after completion of the probationary period. Approved leaves of absence will not interrupt continuous service for purposes of eligibility for floating holidays. Periods of layoff will not count toward the computation of continuous service. In order to be eligible for a holiday (including "floating holidays"), an employee must be in a paid status on the regular work day immediately preceding and immediately following the scheduled holiday. Paid status includes regular wages or paid time off.

14.4 Worked Holidays. If an employee is required to work on a holiday, such time worked shall be paid at two (2) times the employee's regular straight time hourly rate of pay, in addition to the employee's holiday pay.

14.5 Holiday Pay. Regular part-time employees shall be entitled to prorated holiday pay based on hours regularly worked. Regular full-time employees shall be entitled to eight (8) hours of holiday pay at the employee's regular straight time hourly rate of pay.

ARTICLE 15 - VACATION

15.1 Vacation. All regular full-time employees shall be entitled to the following vacation time with pay.

Years of Service	Vacation Leave	Hours
1 st - 5 th Year	Eight (8) hours per each full month worked	96
6 th - 15 th Year	Twelve (12) hours per each full month worked	144
16 th - 19 th Year	Thirteen and one-third (13.3) hours per each full month worked	160
20 th year and over	Fourteen and seven-tenths (14.7) hours per full month worked	176

15.2 Eligibility, Accrual and Scheduling. Employees who have not completed their first year of service may use accrued, but unearned, vacation after six (6) months of continuous employment; provided, however, that any such employee who separates from employment before completing one year of continuous employment shall have such used unearned vacation pay deducted from his/her final paycheck. Vacation accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Employees shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred forty (240) hours. Part-time regular employees shall accrue prorated vacation leave based on the hours regularly worked. All vacation leave shall be taken at a time mutually agreeable between the employee and the City. Should the two hundred forty (240) hour maximum be exceeded through no fault of the employee, the City shall pay the employee for all vacation in excess of the two hundred forty (240) hours.

15.3 Payment for Unused Vacation Leave. Employees who have completed one (1) or more years of service shall, upon separation of employment, be paid for all accrued vacation leave.

15.4 Vacation Scheduling. On February 1st of each year, each Department Director shall post a twelve (12) month vacation roster establishing the dates vacations may be taken. Department employees shall bid for vacations in order of seniority on or before March 1st of each year. Before employees choose a second vacation period, all employees shall have the opportunity to bid for a first vacation period. Then all employees shall bid for a second and successive vacation periods in seniority order. Vacation scheduling requested after March 1st of each year shall be on a first-come first-served basis, subject to the approval of the Department Director. The City has the right to make modifications to the vacation schedule for bona fide operational reasons; provided, however, that no change to a vacation schedule shall be made by the City or the employee within thirty (30) calendar days of the scheduled vacation absent circumstances beyond their control.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Accrual. All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of continuous service. All regular part-time employees shall accrue prorated sick leave based on the hours regularly worked. Sick leave accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a

leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Sick leave earned shall be credited to an employee's accruals only upon the completion of each calendar month. The maximum accrual of sick leave shall be nine hundred sixty (960) hours.

16.2 Sick Leave Compensation. All employees hired prior to January 1, 1993 shall be compensated for fifty percent (50%) of the unused sick leave upon separation of employment, unless terminated for cause. Any employee hired after January 1, 1993, who has at least ten (10) years of service with the city and is separated from employment due to death or disability may cash out up to twenty percent (20%) of the employees sick leave bank. After fifteen (15) years of service and with written confirmation of retirement from the PERS system, a qualifying employee may cash out twenty (20) percent. The cash out amount may be directed to a deferred compensation account or, if requested in cash, the employee shall receive a lump sum reduced by any payroll taxes and pension contribution, withholding and the lump sum penalty imposed by the PERS system (if any).

16.3 Use of Sick Leave. Sick leave may be used for any of the following reasons:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) Family and medical leave as required by state and federal law;
- (d) Maternity leave;
- (e) Medical or dental appointments of the employee when such appointments cannot be scheduled during off-duty time;
- (f) Bereavement leave.

Sick leave shall be granted on a daily or one-half (1/2) hour basis but in no case less than one-half (1/2) hour increments or increments of less than one-half (1/2) hour when the leave exceeds one (1) hour.

Any employee with no sick leave taken during a six-month period (January 1 - June 30 or July 1 - December 31) shall receive a bonus in the amount of one day's pay. Any employee with up to one day's absence during a six-month period shall receive a bonus in the amount of one half (1/2) day's pay.

ARTICLE 17 - DISCIPLINE

17.1 Discipline and Discharge. Employees shall not be disciplined or discharged without just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions and discharges. Probationary employees are not entitled to utilize the grievance procedure when they are disciplined or discharged. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. Employees shall be given a copy of all written warnings. The Union shall be sent copies of all disciplinary notices within two (2) working days of their being issued to an employee.

17.2 Right to Union Representation. An employee may request the attendance of a Union representative at any meeting where the employee is questioned about matters that could reasonably lead to discipline. The right to Union representation shall not apply to meetings where the employee is being counseled.

17.3 Pre-Disciplinary (Loudermill) Meeting. Prior to suspending without pay or discharging an employee, the City shall hold a pre-disciplinary meeting, at which time the employee will have the opportunity to present his or her defenses to the allegations.

17.4 Administrative Leaves. The City may place employees on paid administrative leave pending a disciplinary investigation. Such leaves are not discipline as defined in Article 17.1 and may not be challenged through the grievance procedure.

17.5 Application of Discipline. Employees responsible for directing the work force may give employees written and oral warnings. All other forms of discipline, such as suspensions without pay or terminations, shall be applied by the Department Director, the Mayor or his/her designee.

17.6 Personnel Files. The employee and the Union shall have the right to inspect the contents of the employee's personnel file. No disciplinary notices may be placed in the personnel file without prior notice. A copy of the notice shall be provided to the employee who will be required to sign the document, indicating his or her receipt. An employee who disagrees with the content of any disciplinary notice shall have the right to place a rebuttal statement in the personnel file.

ARTICLE 18 - DRUG TESTS

18.1 Substance Abuse Tests. The City may engage in employee drug screening pursuant to City Personnel Policies.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 Family and Medical Leave (FMLA). Family and medical leave will be granted to eligible employees as required by applicable state and federal laws. Employees taking leave under this Section will be required to use any accrued vacation leave, sick leave and floating holidays during the leave period prior to continuing the leave in an unpaid status. Pursuant to applicable law, employees will be assigned to the same or an equivalent position upon return to work following a family or medical leave of twelve (12) weeks or less.

19.2 Prolonged Disability. If an employee has exhausted the twelve (12) weeks of family and medical leave available under Article 19.1 and is unable to return to work because of a disability or on the job injury, the employee will be granted an additional leave of absence of up to twelve (12) months without pay or the accumulation of sick leave, vacation leave or other benefits. Employees shall be required to use his/her own medical insurance or COBRA benefits during this period of absence from the City. An employee shall not be terminated by the City because of prolonged continuous illness or injury during any such leave period. Employees must support their request for such leave with a full explanation of the underlying qualifying facts and circumstances. Employees must provide the City with a medical certificate that describes the disability or health condition and the date the employee is expected to return to work. During any such leave, the employee will cooperate with the City by allowing the City access to medical information relating to the disability or health condition for which leave has been granted; by submitting upon request to an independent medical examination by a physician paid for and chosen by the City; and, by assisting the City in searching for and accepting any alternative work the employee is able to perform. If the appropriate medical provider(s) certifies that the employee can return to work, the employee shall be reinstated to the same or substantially equivalent position in accordance with his seniority rights. The City reserves the right to obtain a second opinion for

determining an employees' fitness for duty if and when that employees' medical provider certifies that the employee is ready to return to work.

19.3 Military Leave. Military leave will be granted to employees as required by state and federal laws.

19.4 Jury Duty. Employees who are required to render jury service shall receive their regular pay during such period. Employees shall remit to the City all jury pay received.

19.5 Bereavement Leave. All employees who suffer a death in their immediate family, upon submitting verification, shall be given up to five (5) days off with full pay for each loss. Additional leave may be granted at the discretion of the City and such additional bereavement leave shall be deducted from accrued sick leave or vacation leave. Immediate family shall be defined as:

- Spouse
- Brother
- Step-Child
- Foster Child
- Grandchildren
- Father
- Sister
- Step-Parent
- Foster Parent
- Domestic Partner
- Mother
- Child
- Step-Grandparents
- Grandparents

19.6 Family Care Leave. Employees may use accrued sick or vacation leave to care for a family member as defined in the Washington Family Care Act (child, spouse, parent, parent-in-law, grandparent).

ARTICLE 20 - HEALTH AND WELFARE

20.1 Medical.

- a. For 2016-17, the Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC HealthFirst Plan for every regular full-time employee. The employee shall pay the balance of the premium. For 2018 and 2019 the Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC's best available health care plan. The employee shall pay the balance of the premium.

Or

At the employee's written request, the Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC Group Health Plan 2, \$10 Copay Plan for every regular full-time employee.

- b. Employees will strive to maintain Wellness Benefits offered by AWC.

20.2 Dental. The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Dental Plan "F" with a \$1,500 yearly maximum for every regular full-time employee.

20.3 Vision. The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage under the AWC Vision Service Plan for every regular full-time employee.

20.4 Orthodontia. The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Orthodontia Rider Plan V.

20.5 Life. The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide a \$50,000 death benefit coverage to every regular full-time employee. In addition, employees may purchase additional death benefit coverage for themselves and their spouse as provided by the plan.

20.6 EAP. The City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every regular full-time employee coverage under the AWC Employee Assistance Program.

20.7 Pro-Rata Contributions for Regular Part-Time Employees. For regular part-time employees, the City will pay a prorated percentage of medical insurance premiums based on the number of hours worked by regular part-time employees. Regular part-time employees shall pay any premium amounts in excess of this prorated amount. Regular part-time employees who decline to participate in the Health and Welfare benefits listed in this Article must sign a written waiver to that effect.

20.8 FSA Account: Employer will continue to offer a Flexible Spending Arrangement (FSA) account to allow employees to pay for qualified healthcare and daycare expenses on a pre-tax basis, as governed by Section 125 of the IRS Tax Code.

20.9 Opt Out Provision. An employee may elect to opt out of medical insurance coverage for spouse and/or dependents, provided that the employee has proof of medical insurance coverage through another provider for them, and this decision is in conjunction with the annual enrollment period. In the event that the terms of the medical insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. If the employee opts out, then in the month the employer is no longer required to pay the employee's health care insurance premiums, the employer shall pay the employee an amount equal to fifty percent (50%) of the employer's share of the monthly premium as compensation for each month the employer does not have to pay the employee's insurance premium. This payment will not be considered as part of the base wage compensation for calculating overtime, longevity, or any other special pay.

ARTICLE 21 - RETIREMENT AND DISABILITY

21.1 Employees shall receive PERS retirement benefits as provided by State law.

ARTICLE 22 - SAVINGS CLAUSE

22.1 Should any term of provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any provision of this Agreement during the life of this Agreement, unless agreed upon by the City and Union.

22.2 If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such court, the remainder of this Agreement shall not be affected thereby. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

22.3 If any provision of this Agreement is in conflict with the City's Civil Service Rules, the latter shall control.

ARTICLE 23 - INDEMNIFICATION OF CITY EMPLOYEES

23.1 The City agrees either to provide insurance coverage to employees or provide liability defense for employees, or a combination thereof, in order to reasonably protect and indemnify employees from liability to third parties resulting from employees performing duties within the scope of their employment. The coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits. The protections of this Article do not apply to any intentional and/or reckless acts or omissions.

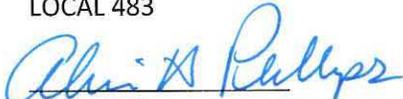
ARTICLE 24 – OUTSOURCING

24.1 Except in the case of an emergency, one hundred and twenty (120) days prior to outsourcing bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 25 - DURATION

25.1 Period of Agreement. This Agreement shall become effective upon execution by both parties, and shall remain in full force and effect until and through December 31, 2019.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 483



Alice Phillips
Business Manager

12/28/2016
Date

CITY OF MILTON, WASHINGTON



Debra Perry, Mayor

1/19/2017
Date

APPENDIX A

A.1 Wage Rates. The monthly rates of pay for employees covered by this Agreement are as set forth below, and shall be paid for actual hours worked or earned per pay period:

Full Time Employees	Grade	A Begin	B 6 Mo	C 6 Mo	D 6 Mo	E 12 Mo
Parks/Facilities Worker	12	\$3,373	\$3,566	\$3,749	\$3,935	\$4,130
Administrative Support - Court Clerk	13	\$3,565	\$3,749	\$3,935	\$4,130	\$4,336
Administrative Support - Fire						
Administrative Support - Police						
Maintenance Worker I						
Meter Reader						
Administrative Support – Permit Tech w/o License	14	\$3,749	\$3,935	\$4,130	\$4,336	\$4,556
Administrative Assistant - Field						
Administrative Assistant - PW						
Administrative Assistant – Deputy City Clerk						
Administrative Assistant – Finance Technician I						
Meter Technician						
Systems Support Specialist						
Project Coordinator	16	\$4,130	\$4,336	\$4,556	\$4,781	\$5,017
Administrative Assistant – Permit Tech. w/License						
Maintenance II - Parks						
Maintenance Worker II	17	\$4,336	\$4,556	\$4,781	\$5,016	\$5,270
Finance Technician II						
Water Quality Specialists	18	\$4,556	\$4,781	\$5,016	\$5,270	\$5,534
Mechanic						
Building Insp/Code Enforcement						
Systems Administrator						
Line Equipment Operator	19	\$4,781	\$5,016	\$5,270	\$5,534	\$5,810
Senior Accountant						
Maintenance III - Lead	23	\$5,810	\$6,102	\$6,405	\$6,727	\$7,063
Court Administrator						
Journey Electric Lineman						
Utility Supervisor						
Apprentice Lineman (varying % of Journey Electric Lineman)	24	\$7,416	-	-	-	-
Building Official						
Journey Electric Lineman, Lead	26	\$6,727	\$7,064	\$7,419	\$7,786	\$8,175

A.2 Step Increases. Progression through the step plan shall be in accordance per the following, provided the City determines that the employee’s performance is satisfactory, step advancement shall be automatic.

A	B	C	D	E
6 months	6 months	6 months	1 Year	Top of Step

A.3 Off Duty/On Call Pay. Any employee who is required to be on call outside their normal shift shall be paid for one (1) hour at the overtime rate of pay for each workday (Monday through Friday) of such duty and one and one half (1 ½) hours at the overtime rate of pay for each weekend day (Saturday or Sunday) and any holiday when the employee is on call.

A.4 Shoe Allowance. The City shall provide a Two Hundred Dollar (\$200.00) per year safety shoe allowance to employees who are required to wear safety shoes. A probationary employee who fails to successfully complete their probation period shall be required to reimburse the City of Milton the full amount of the boot allowance. Such payment shall be withheld from the employees last check when possible.

A.5 Required Certifications. The City will pay for certifications required of employees by state or federal law, and necessary for the performance of the employee’s job duties for the City.

A.6 Mandatory Training. The City will notify employees of all mandatory, after-hours classes or training as soon as practicable, but in no event less than forty-eight (48) hours prior to such classes or training are scheduled to begin, provided however, that the City shall not be required to provide notice of required classes or training if the failure to provide notice is due to circumstances outside the City’s control.

A.7 Clothing Allowance. The City shall establish a rotating uniform system that will provide one clean set of pants and shirt per work day and one jacket per work week per employee who is require to wear them.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MILTON, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 483**

WHEREAS, the City of Milton, Washington ("City") and the International Brotherhood of Electrical Workers Local No. 483 ("Union") have entered into a Collective Bargaining Agreement covering certain non-uniformed employees of the City,

WHEREAS, Article 21 of the Collective Bargaining Agreement provides:

Employees shall receive PERS retirement benefits as provided by State Law.

WHEREAS, Tom Phillips and William Barnhart, (hereinafter collectively "Employees") are employees of the City and covered by the Collective Bargaining Agreement;

WHEREAS, said Employees have previously retired under the Washington Public Employees Retirement System (hereinafter "PERS") while employed by the City of Tacoma;

WHEREAS, the City and the Employees have been making contributions to the PERS system in the belief that the Employees were entitled to coverage under the system while employees of Milton;

WHEREAS, the Washington State Department of Retirement Systems ("DRS") has determined that the Employees are not eligible for coverage by the PERS system due to their prior retirement from the system and DRS has informed the Parties that the Employees' contributions in the sum of \$35,433.79 will be returned to them through a credit to the City and that the City will be given a credit for past employer's contributions in the sum of \$49,942.77;

WHEREAS, the City and Union have entered into this Memorandum of Understanding ("MOU") in order to resolve an unique situation for the two aforementioned employees; now, therefore

Section 1. Effective upon the signature of this Agreement, with respect to employees Tom Phillips and Bill Barnhart the Parties acknowledge that the undertakings by the City, employees and the union, as described in the Settlement Agreement to which this Memorandum of Understanding is attached as Exhibit A constitute the entire settlement agreement between the Parties. Pursuant to such agreement and following the date of execution of this MOU, the City shall contribute an amount equal to that which it would have otherwise been required to contribute to the PERS system to the City's deferred compensation program established for the benefit of City Employees.

Section 2. Full Resolution. The parties acknowledge that this MOU resolves an unique situation for the two aforementioned employees and does not create rights not contained in the underlying Collective Bargaining Agreement. This resolution shall create no past practice nor shall it serve as a precedent in any future grievance or contract application. Each party specifically reserves its respective position, admits no fault or liability by entering into this MOU, and reserves its right to bargain in the future with respect to any issue addressed by this MOU.

Section 3. Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, is deemed merged within its provisions.

DONE THIS 21st day of November, 2011.

CITY OF MILTON

By: MAYOR DEBRA PERRY

ATTEST/AUTHENTICATED:

By: Lisa Tylor, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: E. Ross Farr

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 483

By: Alice Phillips, Business Manager 11/22/2011

SETTLEMENT AGREEMENT

WHEREAS, the City of Milton, Washington ("City") and the International Brotherhood of Electrical Workers Local No. 483 ("Union") have entered into a Collective Bargaining Agreement covering certain non-uniformed employees of the City;

WHEREAS, Article 21 of the Collective Bargaining Agreement provides:

Employees shall receive PERS retirement benefits as provided by State law.

WHEREAS, Tom Phillips and William Barnhart, (hereinafter collectively "Employees") are employees of the City and covered by the Collective Bargaining Agreement;

WHEREAS, said Employees have previously retired from the Washington Public Employees Retirement System (hereinafter "PERS") while employed by the City of Tacoma;

WHEREAS, the City and the Employees have been making contributions to the PERS system in the belief that the Employees were entitled to coverage under the system;

WHEREAS, the Washington State Department of Retirement Systems (DRS) has determined that the Employees are not covered by the PERS system due to their prior retirement under the City of Tacoma retirement system and are therefore not eligible for retirement benefits and DRS has informed the Parties that the Employees' contributions in the sum of \$35,433.79 will be returned to them through a credit to the City and that the City will be given a credit for past employer's contributions in the sum of \$49,942.77;

WHEREAS, the City and Union have entered into a contemporaneous Memorandum of Understanding in order to clarify the provisions of Article 21 and Section 21.1 thereof with regard to future retirement benefits for employees not eligible for or subject to the PERS retirement system;

WHEREAS, the affected Employees and the Union have asserted a claim against the City in the belief that the City knew or should have known that the Employees were ineligible under State law and that the Employees have therefore relied to their detriment upon the PERS system as providing a defined benefit to the Employees;

WHEREAS, each party believing its position to be correct, have entered into this Agreement in consideration of the risks of litigation and a desire to amicably resolve their differences.

NOW, THEREFORE, the City of Milton ("City"), the International Brotherhood of Electrical Local No. 483 ("Union"), Tom Phillips (hereinafter "Mr. Phillips") and William Barnhart

(hereinafter "Mr. Barnhart") (collectively "Employees") have entered into this Agreement under the terms and conditions set forth herein and the mutual benefits to be derived:

1. Undertakings of the City.

In consideration of the full release of the Employees and the Union, set forth below, the City hereby agrees to undertake the items described in Subsections 1.1, 1.2 and 1.3 below. The City makes no representation of any kind regarding the potential tax liability, cost or benefit to be derived by the Employees on behalf of these contributions. As provided below, the Employees have sought separate counsel and tax advice.

1.1 Pay the employer's previous contribution in the sum of Twenty Eight Thousand, Six Hundred, Ninety Four Dollars and Seventeen Cents (\$28,694.17) to Mr. Phillips and Twenty One Thousand, Two hundred, Forty Eight Dollars and Sixty Cents (\$21,248.60) to Mr. Barnhart, as well as the amount of the employer's contribution that the City would have paid on behalf of the employees since the time DRS stopped accepting contributions on behalf of these employees and the date of execution of the agreement. Such sums shall be paid either to a plan of the Employees' election available with the City's deferred compensation program or as ordinary compensation in such percentages as the Employees shall designate, as long as such payment(s) are all made by December 31, 2011 or within 30 business days of confirmation of the credit from DRS, whichever is later. Any amount paid directly to the Employees shall be considered ordinary compensation and be subject to any and all deductibles which would otherwise be applicable to City contributions.

1.2 Credit the members' previous contributions, which have been credited to the City by DRS in the sum of Twenty Thousand, Six Hundred, Fifty Seven Dollars and Seventy Two Cents (\$20,657.72) to Mr. Phillips and Fourteen Thousand, Seven Hundred, Seventy Six Dollars and Seven Cents (\$14,776.07) to Mr. Barnhart. Such sums shall be credited to a plan of the Employees' election available with the City's deferred compensation program as the Employees shall designate, as long as such payment(s) are all made by December 31, 2011 or within 30 business days of confirmation of the credit from DRS, whichever is later.

1.3 As provided in a separate Memorandum of Understanding ("MOU") between the Parties, any and all future or ordinary compensation earned by the Employees shall be subject to potential deduction and contribution to the City's deferred compensation program as provided in such MOU.

2. Undertakings of Employees.

2.1 In consideration of the payment of the sum above stated, the Employees, Mr. Phillips and Mr. Barnhart, hereby waive and release any claims which they may have against the City of Milton, its officers, agents, and employees, from any cost, claim, or benefit whatsoever arising from or out of the contribution of funds relating to the Employees to the Washington Department of Retirement Systems for coverage under the Washington Public

Employees Retirement System. The Employees, Mr. Phillips and Mr. Barnhart, individually promise to hold harmless and indemnify the City of Milton, its officers, agents, and employees, from any and all costs of litigation incurred as a result of any claim, lawsuit, or administrative proceeding brought by the Employees with regard to any such claim.

2.2 The Employees expressly reserve any and all claims which they may have against the State of Washington, the Washington Department of Retirement Systems, and/or the Washington Public Employees Retirement System, which derives from or out of the State's receipt of contributions relating to their employment by the City of Milton including, by way of illustration and not limitation, any claim for negligent misrepresentation or any similar theory based upon the State's failure to timely notify the Employees that they were not eligible for or covered by the Washington Public Employees Retirement System.

2.3 The Employees acknowledge an opportunity to have this Settlement Agreement reviewed by legal counsel of their individual choosing.

3. Undertaking of the Union.

The Union waives any claim or cause of action, whether under the Collective Bargaining Agreement or otherwise, which it may have against the City of Milton, its officers, agents, and employees, arising from or out of the failure of Tom Phillips and William Barnhart to be covered under the Washington Public Employees Retirement System during their employment with the City of Milton and based on events occurring prior to the date of execution of this Agreement.

4. No Admission of Liability.

In undertaking this Agreement, each Party reserves its respective position relating to the facts and any potential tort or contract claim or cause of action, and no party admits any wrongdoing, which is expressly denied by each and every Party.

5. Entire Agreement.

This is the entire agreement between the Parties. Except for the Memorandum of Understanding between the Parties, attached hereto as Exhibit A and incorporated by this reference as fully as if herein set forth, any prior agreement or understanding between the Parties is deemed merged with its provisions.

DONE THIS 21st day of November, 2011.

CITY OF MILTON

By: MAYOR DEBRA PERRY

ATTEST/AUTHENTICATED:

By: Lisa Tylor, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: E. Ross Farr

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 483

By: Alice Phillips, Business Manager 11/22/2011

EMPLOYEE

By: Tom Phillips

EMPLOYEE

By: William Barnhart