

# **AGREEMENT**

*by and between*

**CITY OF ISSAQUAH, WASHINGTON**

*and*

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763**

(Representing the Public Works Employees)

January 01, 2020 through December 31, 2022

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

ARTICLE I      DEFINITIONS

1.1                As used herein, the following terms shall be defined as follows:

1.1.1             "Employer" shall mean the City of Issaquah, Washington.

1.1.2             "Union" shall mean Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.

1.1.3             "Bargaining Unit" shall mean all regular employees of the Employer employed within the Public Works Department as set forth in Appendix "A" to this Agreement, provided such employee works a minimum of twenty (20) hours per week on a regular basis for a period of at least six (6) calendar months. All other employees of the Employer shall be excluded from the bargaining unit.

1.1.4             "Employee" shall mean an employee in the bargaining unit covered by this Agreement.

1.1.5             "Monthly Salary" shall mean the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

1.1.6             "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a regular employee may, by prearrangement, continue to receive the regular rate of compensation although he does not work, as appropriate for a forty (40) hour per week employee or on a pro rata basis for those that work less than forty (40) hours per week.

ARTICLE II      RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

2.1                Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit.

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

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

2.3 New-Hire Orientation - The Employer shall 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 shall 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.

2.4 Union Officials - A Union official who is an employee in the bargaining unit (shop steward and/or a member of the negotiating committee) shall be granted, by the Director, time-off while conducting business vital to the employees in the bargaining unit provided;

They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period,

The Employer is able to properly man the employee's job duties during the time-off period,

The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time-off, and

Union officials shall not transact Union business while working on shift which in any way interferes with the operation of the normal routine of any department.

2.5 Union Leave - When operationally feasible, the Employer agrees to consider granting time off without pay and without discrimination or loss of seniority rights, to any employee designated by the Union to attend a labor convention or serve in any other capacity on official business. Such a leave request will be considered provided that the request is submitted to the Employer at least four (4) weeks prior to the commencement of the requested leave. Each leave request must specify the length of time requested; but, in no case, may the cumulative time, per employee, for such leave exceed a total of fourteen (14) calendar days within a calendar year. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of employees. The Union also agrees to reimburse the Employer for all costs of replacing employees granted time-off for such Union activities. Employer costs are understood to include all salary and compensation-related costs that are necessary to cover each employee's absence from the workplace over and above any salary savings generated by the absent employee's leave without pay.

### ARTICLE III     HOURS OF WORK

3.1 The workday shall consist of eight (8) hours work exclusive of meal-time. Employees are entitled to receive a thirty (30) minute meal period which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. Meal periods may be waived with approval of the Director or his designee.

- 3.2 The workweek shall consist of five (5) consecutive eight (8) hour days.
- 3.3 In the event that an employee's routine starting time is changed for any part of a workweek with less than five (5) working days' notice prior to the start of the workweek in which the routine schedule change would occur, the individual shall be paid twenty-five percent (25%) above the normal base pay for each changed hour worked. Exemptions to this shall be in the event of local emergency occurrence such as snow, ice, broken water mains, sewer leaks or back-up, in which case no premium shall be paid. For snow and ice, flood, windstorm, and other natural disaster exemptions a \$3.50 per hour premium will be added to the first eight (8) hours of work under this provision.
- 3.4 Rest breaks are authorized but must be arranged so as not to interfere with work in progress other than at a reasonable point. Employees are entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Employees shall comply with the directions of the Director. Rest breaks may be adjusted or waived with approval of the Director or his designee.
- 3.4.1 Employees in the classification of Mechanic who are assigned to the swing shift shall be provided a paid half-hour meal period during their assigned shift.
- 3.5 A four (4) day workweek may be implemented by the Employer with one (1) week notice to the employees. The implementation of the four (4) day workweek shall result in the following amendments to the Agreement:
- The normal workweek shall consist of four (4) consecutive days of ten (10) hours each, exclusive of the lunch period.
- Employees on a four (4) day schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of ten (10) in one (1) day or forty (40) in one (1) week.
- Vacation accrual rates shall not be affected upon implementation of a four (4) day work schedule and shall be converted to hourly accrual at eight (8) hours per day. Vacation benefits shall be expended on an hourly basis.
- Sick leave accrual rates shall not be affected upon implementation of a four (4) day work schedule and shall be converted to hourly accrual at eight (8) hours per day. Sick leave benefits shall be expended on an hourly basis.
- 3.5.1 Prior to implementing a four (4) day workweek the Union will meet with the employees to decide, as a group which of the following options for handling holiday pay should a holiday occur during a four (4) day workweek:
- A. When a holiday occurs during a four (4) day workweek employees will utilize two (2) hours of appropriate accrued leave to account for a full ten (10) hours of pay (eight regular hours plus two leave hours).
- OR
- B. When a holiday occurs during a four (4) day workweek employees will return to a five (5) day work schedule for that week.
- 3.5.2 The Employer shall have the right to discontinue the four (4) day workweek schedule for any reason provided at least fourteen (14) calendar days prior notification is given to the

employees, after which the terms and conditions of the five (5) day workweek schedule portions of the Agreement shall become operative.

3.5.3 A 9/80 work week may be implemented with approval of the employer. Prior to implementation the parties shall meet to negotiate scheduling impacts as reflected in 3.5 and 3.5.1.

3.5.4 The employee, upon approval of the Employer, may flex/shift their regular work schedule to facilitate dental, doctor and similar appointments that fall within the employee's work schedule. (i.e. combine lunch and breaks or start earlier or work later).

3.5.5 At the employee's request and with the Director's approval, employees may work a flexible schedule in lieu of receiving overtime compensation for any hours worked in excess of eight (8) hours in a work day as long as the hours do not exceed the forty (40) hour FLSA work week.

#### ARTICLE IV OVERTIME

4.1 All work performed in excess of eight (8) consecutive hours in one (1) day or forty (40) hours in one (1) week shall constitute overtime and shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

4.2 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.

4.3 In lieu of overtime pay, compensatory time-off may be accrued at the option of the employee. Compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the hours worked (the first ½ hour paid and the hour as comp time). Compensatory time may be accumulated up to a maximum of eighty (80) hours. Any compensatory time accumulated in excess of eighty (80) hours shall be cashed out immediately by the Employer. Accrued compensatory time-off may be utilized upon the request of the employee and upon approval of the Supervisor. Compensatory time may be scheduled and used as is vacation as stated in 13.2.

4.4 Whenever an employee is required to work more than two (2) hours after the end of or before the beginning of his normal shift, if such work has not been scheduled at least one (1) day in advance, the employee shall be reimbursed up to seven dollars (\$7.00) for a breakfast and ten dollars (\$10.00) for a dinner.

4.5 Scheduled overtime shall be offered on a seniority basis to employees within the separate divisions who are present at the time of scheduling, available and qualified to perform the work required.

#### ARTICLE V CALLBACK

5.1 An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time he started work on the callback, he shall receive one and one-half (1-1/2) times his regular straight-time hourly rate of pay only for such time as occurs before his regular shift.

#### ARTICLE VI STANDBY DUTY

6.1 An employee who is required by the Director to be available on Standby Duty and subject to call shall receive a Standby Duty allowance of three dollars (\$3.00) per hour.

- 6.1.1 The Standby provisions hereinbefore set forth shall be construed so as to be in compliance with the Fair Labor Standards Act as it is interpreted with respects to 29 CPR Part 553, 553.221 (d), and its reference to the term "waiting to be engaged".
- 6.2 An employee on Standby Duty who is called out shall be paid in accordance with the Callback provisions as set forth within Section 5.1.
- 6.3 Standby duty time shall be rotated amongst those bargaining unit employees who are qualified and have designated their preference to work Standby Duty. Beginning January 1, 2017 all employees who are qualified to work stand-by shall work at least one (1) week of stand-by per calendar year or complete the required stand-by check list within the calendar year to satisfy the requirement of working the stand-by week.
- 6.4 An employee on Standby Duty shall insure that he is able to report to work within forty-five (45) minutes from the time a call is made to a telephone number designated by the employee.
- 6.5 For purposes of responding to City emergencies, the Employer shall provide to employees who are on Standby a cellular phone.
- 6.6 An employee who is on Standby Duty during the week which includes a holiday, (as recognized by Article 12) shall receive an additional \$1.00 per hour for the Holiday.

#### ARTICLE VII NON-PYRAMIDING

- 7.1 Premium or overtime pay shall not be duplicated or pyramided except as may be required by the Fair Labor Standards Act. In no case shall premium or overtime pay be based on other than an employee's regular straight-time hourly rate of pay.

#### ARTICLE VIII HIGHER CLASSIFICATION WORK

- 8.1 In the event an employee is assigned to perform the major portion of duties in a higher classification than that to which he is regularly assigned, he shall be paid five percent (5%) above his base pay for all hours worked in the higher classification during a workday, provided the employee has worked one (1) hour or more in the higher classification during a workday.
- 8.2 Should the City eliminate non-public works departments and/or programs through efficiencies and/or through reductions which would shift work and/or assignments to the Public Works Department, then the Employer and the Union shall meet to discuss any impacts on the employees covered by this Agreement.

#### ARTICLE IX PROBATIONARY EMPLOYEES

- 9.1 Each regular employee hired shall be considered as being on probation for a period equivalent to twelve (12) months and if retained after the expiration of this probation period, he shall be considered a regular employee. During the employee's probation period, he shall be entitled to the economic benefits as set forth in this Agreement. However, it is understood that the Employer shall have no responsibility to re-employ or to continue the employment of probationary employees and such employees may be terminated without recourse to the grievance procedure.
- 9.1.1 Employees that are currently on probation with the bargaining unit are eligible to apply for other bargaining unit positions that are open to the public and bargaining unit positions that

are open to internal applicants only. In such cases the twelve-month probationary period will restart.

ARTICLE X     LAYOFF, RECALL AND JOB VACANCIES

- 10.1     General - In layoff, recall and filling permanent job vacancies the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations; provided however, when ability is equal, length of continuous service in the department shall govern.
- 10.2     Layoff - In case of a layoff, the employee with the shortest length of continuous service in the classification affected shall be laid off first in accordance with Section 10.1, provided those remaining on the job can provide efficient operations.
- 10.3     Recall - In the case of recall, those employees shall be recalled in inverse order of layoff. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer is able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall him.
- 10.4     Job Vacancies - When a regular job vacancy occurs within the bargaining unit, present employees shall be given first consideration for filling the vacancy, based on their length of continuous service with the Employer and ability to perform the duties of the job.
- 10.4.1     Notices of regular job vacancies in the bargaining unit shall be posted on the bulletin board for five (5) working days and emailed to employees. Present employees who desire consideration for such openings shall notify the Employer in writing during the five (5) day period the notice is posted.

ARTICLE XI     WAGES

- 11.1     The monthly salaries of the employees covered by this Agreement are contained in Appendix "A" to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the Agreement year, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations at such time as the salaries for the subsequent year are negotiated or six (6) months after the classification is established, whichever is earlier.

ARTICLE XII     HOLIDAYS

- 12.1     Employees shall receive twelve (12) paid holidays as set forth below. If an employee is required to perform any work on any such holiday, he shall receive compensation at the overtime rate for time worked, in addition to his regular straight-time hourly rate of pay for such holiday.

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	
Day before Christmas Day	December 24th
Christmas Day	December 25th
Personal Holiday	

12.2 The Personal Holiday shall be observed as selected by the individual employee after consultation with the supervisor.

12.3 In computing overtime, all contractual holidays shall be considered as days worked.

**ARTICLE XIII VACATION LEAVE**

13.1 Employees shall accrue vacation leave in accordance with the following schedule/table and shall have the option of selecting from two vacation/sick leave schedules based on years of service. This selection shall be made on an annual basis. Once the selection is made by the employee it will remain unchanged until the employee amends their selection. The selection shall be made, for new hires, at the time of hire and during the annual open enrollment period for current employees. If no selection is made at the time of hire, then the employer will assign Schedule 1 to the newly hired employee.

VACATION SCHEDULE 1 w/12 days per year sick leave					VACATION SCHEDULE 2 w/8 days per year sick leave				
Years	Days Per Year	Hrs Per Month	Max Days Allowed	Max Hrs Allowed	Years	Days Per Year	Hrs per Month	Max Days Allowed	Max Hrs Allowed
0 – 4	12	8.00	24	192.00	0 – 4	16	10.67	32	256.08
5 – 9	16	10.67	32	256.08	5 – 9	20	13.33	40	319.92
10 – 14	20	13.33	40	319.92	10 – 14	24	16.00	48	384.00
15 – 19	22	14.67	44	352.08	15 – 19	26	17.33	52	415.92
20 +	24	16.00	48	384.00	20 +	28	18.67	56	448.08

SICK LEAVE SCHEDULE 1			SICK LEAVE SCHEDULE 2		
Days Per Year	Hrs Per Month	Hours Per Year	Days Per Year	Hrs Per Month	Hours Per Year
12	8.00	96	8	5.33	64

13.2 Vacation shall be scheduled at such times as the Employer finds most suitable, based on seniority within the separate divisions and the requirements of the department.

13.3 An employee upon separation from the Employer for any reason shall be paid the daily rate of pay for any vacation accumulated but not taken.

13.4 If an employee changes schedules it will be their responsibility to assure they are not over the maximum days/hours allowed under the schedule they select. Days/hours over the maximum allowed will be forfeited.

13.5 An employee may not accrue vacation time in excess of two (2) annual vacation allowances.

13.6 Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave.

ARTICLE XIV SICK LEAVE

14.1 Sick leave shall be accrued at the rate of eight (8) hours or five point three-three (5.33) hours per month of service correlating to the option chosen in Article XIII. Employees shall be allowed to carry over up to nine hundred and sixty (960) hours of sick leave from year to year. Any hours in excess of nine hundred and sixty (960) at the time of carryover shall be forfeited. Employees with greater than nine hundred and sixty (960) hours of sick leave as of December 15, 2020 shall be allowed to carry over 960 hours of sick leave into the 2021 payroll year (beginning December 16, 2020) and will be cashed out at a rate of twenty-five percent (25%) for any hours above nine hundred sixty (960). This cashout will occur on the paycheck for the pay period December 16 to December 31, 2020.

14.2 Sick leave shall not be charged against an employee on a regularly scheduled day off.

14.3 Accumulated sick leave may be used for the time lost due to employee illness, illness of a spouse, illness of a dependent child under the age of eighteen (18).

14.4 An employee shall be allowed up to three (3) bereavement days for the death of an immediate family member. Immediate family member shall include: father, father-in-law, mother, mother-in-law, spouse, domestic partner, brother, sister, children, step-children, the employee's grandparents and grandchild.

Use of sick leave for bereavement. In the event of a death in the employee's immediate family, an employee may be approved to use up to seven (7) additional days of sick leave to attend funeral services of a member of their immediate family. Immediate family, for this article, shall be defined as follows: spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law & sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew and domestic partner. In addition an employee may be approved to use up to 5 days of sick leave to attend funeral services for a close personal friend. The amount of leave granted will be at the discretion of the Department Director. For the death of a co-worker memorial services may be attended by other employees during their regular scheduled work day, with approval of their supervisor, with no loss of pay or accrued leave.

14.5 In the event an employee shall be entitled to benefits or payments under program of disability insurance furnished by the Employer, Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, the employee may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the Employer shall pay only up to the maximum of the difference between the benefits and payments received under such insurance or act by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits as specified herein.

14.6 The Employer shall give maternity leave of up to the applicable limit in accordance with State Law when requested.

14.7 Employees shall be eligible for the following sick leave conversion program:

14.7.1 Employees with more than two hundred forty (240) hour, thirty (30) day sick leave base may convert one third (1/3) of unused sick leave accrued between December 16th of the current calendar year through December 15th of the following year to straight pay or to paid vacation, as long as the conversion does not cause the balance to go below the two hundred forty (240) hour, thirty (30) day base. Conversion to paid vacation requires

approval of the employee's Department Manager, and must be submitted to Finance Department no later than December 15th of each calendar year.

- 14.7.2 Employees who reach the sixty (60) day sick leave base may convert one half (1/2) of their unused sick leave accrued, between December 16th of the current calendar year through December 15th of the following year, to straight time pay or to paid vacation. Conversion to paid vacation requires approval of the employee's Department Manager, and must be submitted to Finance Department no later than December 15th of each calendar year.
- 14.7.3 Upon leaving employment with the City an employee with five (5) years of service and who leaves the City in good standing may receive one percent (1%) per year of service (to a maximum of twenty-five percent (25%)) of the dollar value of their sick leave accrual balance. This amount will be paid in cash on the employee's final paycheck.

ARTICLE XV JURY DUTY LEAVE

- 15.1 An employee who is required to serve on a jury or an employee who, as a result of official Public Works Department duties, is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service.

ARTICLE XVI LEAVE OF ABSENCE

- 16.1 If authorized by the Department Director, regular employees may take up to twelve (12) months leave of absence without pay. Such leaves shall not constitute a break in service; provided however, no benefits or base pay increments including seniority shall accrue during such leave of absence.

ARTICLE XVII FAMILY AND MEDICAL LEAVE

- 17.1 In accordance with the Family and Medical Leave Act of 1993, employees who have been employed by the Employer at least one thousand two hundred fifty (1,250) hours (an average of twenty-four (24) hours per week) during the previous fifty-two (52) consecutive weeks shall be eligible for up to twelve (12) weeks family leave without pay during any twelve (12) month period for any of the following reasons: (1) the birth or placement of a child or adoption or foster care; (2) a serious health condition of an employee or an employee's spouse, child or parent. To the extent available, an employee shall use accrued paid leave (e.g., sick leave, vacation) during family leave to assure that the total scheduled leave of all kinds shall not exceed twelve (12) weeks in a period of fifty-two (52) consecutive weeks. During such leave period, the Employer shall continue the employee's health insurance benefits on the same basis as active employees. The Employer may recapture any premiums paid if the employee on leave fails to return for reasons other than the serious health condition of the employee or an immediate family member.
- 17.2 Notwithstanding the foregoing, an employee may hold back up to eighty (80) hours of paid leave benefits during such leave period.

ARTICLE XVIII HEALTH AND WELFARE

- 18.1 Dental - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for purchase of employee coverage and eighty percent (80%) of the premiums necessary for purchase of spouse, domestic partner and dependent(s) coverage for Association of Washington Cities Dental Plan F or Willamette Dental Plan (\$10.00 co-pay).
- 18.2 Medical - The Employer shall pay each month the percentage of medical premiums for employees and dependents set forth in Appendix B. Employees and dependents may qualify for the Wellness rates annually; once qualified for the Wellness rates under the

City's Wellness Program Document, which is set forth in Appendix B.5, the employees and dependents shall receive the Wellness rate for the entire calendar year. Once the qualification takes place, the employee will qualify annually and the qualification resets each calendar year thereafter under the City's Wellness Program Document. The details of how employees and dependents qualify for the Wellness rate are set out in Appendix B.5.

Each Employee shall select one of the City's Medical plans set forth in Appendix B. Each Employee may change from the Medical plan in Appendix B that the Employee selected to a different Medical plan in Appendix B during the annual open enrollment period (typically during the month of October) if so desired. Notice of the change from one Medical plan to a different Medical plan must be given to the Employer during open enrollment of the prior year, typically held during the month of October each year. The change to the coverage will begin effective January 1<sup>st</sup> of the following year.

New employees shall be eligible for Medical benefits the first day of the first month following employment.

Effective January 1, 2021, Premera Plan 1 will be restructured. The Union and the City have agreed that the following changes will be implemented to Premera Plan 1 effective January 1, 2021:

- The plan deductible will increase to \$250 per individual, \$500 per family.
- Coinsurance will be added for most services in accordance with the plan design.
- Out-of-pocket maximums will increase to \$2,000 per individual, \$4,000 per family.

#### Collaborative Labor-Management Process

The parties agree to work together using the process outlined below to avoid ACA excise tax ("Cadillac tax") and comply with ACA requirements as its provisions currently exist or are hereafter amended. The parties agree to participate in a City-wide Collaborative Labor-Management Committee ("Committee") to work toward this goal.

#### A. The Committee Workplan Described

The Committee members will review/revisit all current medical plan designs (including the Group Health plan) and otherwise explore options for (1) keeping health insurance costs under the Cadillac tax threshold and (2) comply with ACA requirements as they currently exist or are hereafter modified. The Teamster bargaining unit shall have three members on said committee made up of the two shop stewards and one other member selected by the bargaining unit.

#### B. Annual Review Process

Beginning January 1, 2017, the Committee will meet at least annually to evaluate the ACA tax requirements and cost implications for the City and prepare and advocate for recommendations regarding the design and funding implication for the medical plan. Because actuarial analyses needs to be completed by August, any recommendations resulting from the Committee's work will be finalized by May 1 and bargained by August 1 for any year in which changes are being implemented. For any changes for plan year 2018 or following.

In 2017, the City shall engage all employee groups with the intent to design an additional self-insured medical plan offering that would fall below the projected excise tax cap. This plan would be in addition to the existing three Premera self-insured plans (Plan 1 Zero Deductible, Plan 2 \$500 Deductible Plan 3 HDHP) and Group Health. The committee shall also look at redesign of existing plans only if the plan offerings would exceed the Cadillac

Tax. The bargaining unit shall have the opportunity to give input regarding the potential plan structure and design, along with other bargaining units and unrepresented employee groups and the City's Health Care Advisory Committee (IHAC).

The recommendations of the Committee will be forwarded to the Mayor and City Administrator. After reviewing the recommendations and affording each group a good faith opportunity to provide input, the City shall have the discretion to select final plan design elements, and to make decisions regarding the implementation of committee recommendations for each year that such changes may be necessary to avoid paying any federal excise tax.

If the City wishes to offer the new plan as an option to its members for any benefit year hereafter, the employee contributions to the employee-only tier of the new plan option shall be no more than the lowest rate of contribution to the employee-only tier of any other represented or unrepresented employee group(s)/individuals that participate in the new plan option during the benefit year, unless otherwise agreed by the City and Union. The bargaining unit shall have the opportunity to bargain over the premium share contribution of its membership regarding the new plan prior to it being offered.

Beginning with the 2018 plan year, the Union recognizes that the Employer shall have the right during the effective life of this agreement to make annual design and cost sharing changes to the Issaquah Health Plans to promote cost containment if the cost of the city medical plan options offered to bargaining unit members is anticipated to exceed ACA excise tax limits as outlined in the Affordable Care Act. Such changes shall be made uniformly for all non-represented City employees, their dependents, and non-LEOFF employee groups evenly.

During the effective life of this Agreement, in the event that an arbitration award grants a bargaining unit the option of going to a non-City sponsored health care plan, either the City and/or the Union may reopen this article to explore available options, including the Teamster "A" Medical Plan.

The Employer and the Union agree that the maximum premium rates for City medical plan options offered to members of the bargaining unit shall not exceed the current Federal Excise (Cadillac) Tax limits of \$10,200 per employee per year and \$27,500 per family per year (as well as other benefit tiers, respectively) as outlined in the Patient Protection and Affordable Care Act as it currently exists, or as amended.

To that end, for the plan year commencing January 1, 2018, and every year for the effective life of this agreement, the City shall be allowed to implement plan design and/or vendor changes and/or contract for the provision of medical insurance and/or no longer be self-insured in order to limit plan offering cost to the annual individual and family caps as defined by the ACA (other plan tiers will be adjusted accordingly based on actuarial projections with these caps in mind).

The City shall meet and confer with the Union prior to implementing any plan design, vendor, and/or self-insured changes for each year such changes may be necessary to avoid paying any federal excise tax.

Should the City elect to make changes to the Issaquah Health Plans, *the City has the right to make such changes* and the Union has the right to negotiate any impacts (*including premium rates*) of such changes as set forth above in response to ACA requirements within thirty (30) days after any such changes take effect. If the provisions of the Patient Protection and Affordable Care Act change in anyway after the ratification of this agreement by both parties, either party may request to meet and bargain the impacts of such changes as it relates to Article 18 of the collective bargaining agreement.

- 18.2.1 As of the effective date of this agreement, the Employer shall no longer offer the Premera Plus Network to employees.
- 18.2.2 The Employer and the Union retain the right to re-open the issue of medical insurance coverage levels in the event of unforeseen changes necessitated by Health Care Reform Legislation at the State or Federal level.
- 18.2.2.1 The premium share percentages and the plan design shall remain the same for the duration of the Agreement, unless otherwise agreed.
- 18.3 Orthodontia -The Employer shall provide six thousand five hundred dollars (\$6,500.00) for the bargaining unit each calendar year for use by employees to help offset the cost of orthodontic care for the employees' dependent children. Any costs not reimbursed to the employee during one (1) calendar year may be reimbursed in subsequent calendar years. Any funds not utilized in a calendar year will be rolled over to the following year for the length of this contract. This orthodontia program will expire December 31, 2020. Any costs not reimbursed by December 31, 2020 will not be eligible for reimbursement in future years.
- To replace the orthodontia pool and effective January 1, 2021, the Employer shall pay each month one hundred percent (100%) of the premiums necessary for employee coverage and eighty percent (80%) of the premiums necessary for the purchase of spouse, domestic partner, and dependent(s) coverage for Association of Washington Cities Orthodontia Plan V for employees who select Delta Dental.
- 18.4 Vision - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and employee dependent coverage under the Teamsters Vision Care Trust.
- 18.5 Life Insurance - The Employer shall pay each month on behalf of each employee those premiums necessary for the purchase of a fifty thousand-dollar (\$50,000.00) Group Basic Term Life Insurance Plan naming a beneficiary selected by the employee.
- 18.6 Long Term Disability - The Employer shall pay for a long-term disability plan for each regular full-time employee as approved by Human Resources.
- 18.7 Inoculation - The Employer shall reimburse to the employee the cost of any inoculations authorized by the Employer above and beyond that portion that is paid by the employee's medical plan which may include specifically hepatitis, tetanus, diphtheria, polio and any other inoculation approved by the Employer.
- 18.8 Physical Exams – The employer shall pay for the cost of physical exams for all employees who are required to maintain a Commercial Driver's License. Exam may be scheduled on a regular workday at the employee's discretion.
- 18.9 Deferred Compensation - The Employer shall match a regular employee's contribution to the Employer provided ICMA Deferred Compensation Plan on a one for one basis (one Employer dollar for every one employee dollar), up to a maximum of one hundred and fifty dollars (\$150.00) per month upon ratification of this Agreement.
- 18.10 Teamsters Pension - The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit one dollar (\$1.00) for each compensable hour up to a maximum of two thousand eighty (2080) hours per calendar year. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) calendar days after the last business day of such month.

- 18.10.1 In addition to Section 18.10 during the life of this Agreement, the members of this bargaining unit may elect to contribute an amount by payroll diversion up to \$1 per hour for the life of this agreement into the Teamster's Trust Fund. The Employer shall be notified of the amount no later than December 15th of each year.
- 18.10.1.1 The total due for each calendar month shall be remitted in a lump sum not later than the ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.
- 18.10.1.2 The parties signatory to this Agreement shall adhere to all Federal and/or State guidelines for payroll diversion on all pension eligible hours. Nothing herein shall be interpreted to require the Employer to make any contribution above the one dollar (\$1.00) per hour, nor incur any significant administrative cost in the collection and transfer of wage diversion contributions made by the employees. In such event an audit by the Pension Trust of City records relating to such contributions, the Union will hold the City harmless for any and all costs (and liability) relating to the audit not associated with the negligence or wrongdoing of the City. Errors made by the City which result in shortages to contributions made on behalf of Teamster members, as identified in an audit performed by the Pension Trust, shall be borne by the City.
- 18.10.2 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 18.10 on behalf of all individuals performing bargaining unit work, including non-regular employees who perform bargaining unit work; and for purposes of this Section bargaining unit shall be defined as follows:
- 18.11 Field Work Provision - All employees hired and or performing "maintenance work" within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field work."
- 18.11.1 Specifically excluded from the unit shall be employees working on a seasonal basis that performed "field work" upon the Employer owned property regardless of the method compensated or the location of the work performed.
- 18.11.2 The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field work" when so assigned. Provided however, the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field work."
- 18.11.3 No person or third-party beneficiary shall interpret this Agreement such that "field work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field workers and confirms that such work is not bargaining unit work.
- 18.11.4 All hours worked by employees designated as "seasonal field workers" shall be non-bargaining unit hours and shall not be subject to any provisions, Section or term of this Agreement so long as such hours conform to the provisions of Sections 18.11 through 18.11.4.
- 18.12 Regular, full-time employees are eligible for an annual family pass drop-in activities at the Community Center and Pool; regular part time employees are eligible for an individual pass.

ARTICLE XIX MISCELLANEOUS

- 19.1 Schooling and/or Training - Upon satisfactory completion of each class in an approved field of study, the Employer shall reimburse the employee the cost of tuition, based on State tuition schedules, for that term, upon the approval of the Department Director. Approved fields of study shall be courses that contain skills and/or knowledge needed within the job description of the employee and courses of study offered by educational institutions that prepare for degrees that develop an employee's abilities needed within the job description. All requested courses shall require prior Department Director approval.
- 19.1.1 The expense of renewing an approved license and related endorsements or certification shall be paid by the City. The City shall determine and allow the employee a reasonable amount of time off with pay to take the necessary exam/test. If the employee fails to obtain the license or certification after two attempts, the employee shall be responsible for the cost of repeating the same test/exam.
- 19.1.2 Technical training courses, seminars, workshops and conferences may be attended by employees subject to budgetary provisions and advance permission of the Department Director in writing. Training sessions may be conducted during regular working hours. For approved training which has been determined by the Department Director to be of major benefit to the Employer, necessary expenses shall be paid for by the Employer. Examples of training and safety courses shall be recognized as defensive driving, first aid, flagging school and/or machine operation and testing.
- 19.1.3 In addition to Heavy Equipment Mechanics and Fleet Senior Leads, a minimum of eight (8) additional members of the bargaining unit must hold and maintain a hazmat endorsement. These shall be selected first on a volunteer basis. Should the number of employees fall below eight, the least senior Maintenance Worker III shall be mandated to obtain the endorsement. Heavy Equipment Mechanics, Fleet Senior Leads, and up to a maximum of twelve (12) additional employees will receive a hazmat endorsement premium of \$50 per month for every month they hold and maintain a hazmat endorsement.
- 19.2 Dress Requirement - Employees shall dress neatly and completely for work and shall wear pants, shirts, steel-toed boots, gloves, rain gear and hard hats if deemed necessary by the Supervisor. All of these items shall be the responsibility of the employee to whom they are issued and the employee shall exercise reasonable care in the maintenance of these items.
- 19.2.1 The Employer shall purchase the following protective equipment for each employee:
- Steel-toed boots - the employer shall provide an annual allowance for the purchase of steel toed boots. This allowance will be paid no later than the January 25 paycheck of each year. Effective January 1, 2013, the allowance shall be increased by forty dollars (\$40.00) to two hundred sixty-five dollars (\$265.00), on January 1, 2014, the allowance shall be increased by another twenty dollars (\$20.00) to two hundred eighty-five dollars (\$285.00) and on January 1, 2015, the amount will be increased by fifteen dollars (\$15.00) to three hundred dollars (\$300.00). The same boot allowance will be paid to each new employee on the first payday following the date of hire.
  - Rain gear (pants and jacket)
  - Hard hat
  - Specialized gloves (when needed in the handling of toxic materials or sewage)

- 19.2.2 Employees shall not wear Employer provided items except while on duty for the Employer or while in direct route to and from work. Each employee shall be professional, responsible for custody and return of equipment purchased by the Employer.
- 19.2.3 Personal Appearance and Conduct - It shall be the responsibility of all employees to represent the Employer to the public in a manner which shall be courteous, efficient and helpful.
- 19.3 Mechanic Tool Allowance - The employer will provide an allowance to employees classified as Mechanics of five hundred dollars (\$500.00) a year for the purchase of job related tools that will be used in the performance of their essential job functions. The allowance will be paid no later than the January 25th paycheck of each year.
- 19.4 Alcoholism Program - An employee who participates as a patient in an alcoholism program shall be entitled to all of the rights and benefits provided under the Sick Leave provisions of this Agreement.
- 19.5 Residency - The Employer shall have no restriction as to residency requirements for any bargaining unit employees.
- 19.6 Maintenance of Standards – Unless otherwise changed as a part of the collective bargaining process, any and all wages shall be maintained at not less than the highest standards in effect at the time of signing this Agreement.
- 19.7 Supplies - The Employer may make available coffee and normally related supplies. This provision shall not be subject to the grievance procedure.
- 19.8 Education Incentive Leave - Employees shall be allowed one (1) day off per calendar year to be used as personal education incentive day. An employee is eligible for Education Incentive Leave upon their hire date. The Education Incentive Leave must be taken during the calendar year or the entitlement will lapse, except when a request to take the Education Incentive Leave has been denied due to the scheduling needs of the department.
- 19.9 Education Merit Pay - Regular employees shall be eligible for a maximum of 2% of annual salary as "Education Merit Pay." Said merit pay shall be approved by the Department Director and shall not be subject to the grievance procedure. Participation shall be subject to the guidelines below:
- 19.9.1 Each regular, full-time employee is eligible for a maximum of 2% of annual salary as Education Merit Pay, upon approval of the Department Director and Mayor.
- 19.9.2 All classes/courses must be taken on employee's off-duty hours and on the employee's own time.
- 19.9.3 Eligibility for Education Merit Pay is dependent on successful completion of any classes/courses, all of which must be approved in advance by the Department Director.
- 19.9.4 A minimum of eight hours class/course time must be successfully completed for every point five percent (.5%) eligibility for Education Merit Pay.
- 19.9.5 Requests for Education Merit Pay must be accompanied by a city authorized form regarding course or workshop content and applicability to employee's position must be completed prior to taking the course.

- 19.9.6 To receive Education Merit Pay an employee must submit, to the Department Director a grade report, certificate of completion for each class, workshop or course completed and a copy time card indicating time used by the date designated by Human Resources, but no later than the second Friday in December.
- 19.10 The Employer shall deduct from the pay check of each employee who has so authorized it a contribution to Democratic, Republican, Independent Voter Education (DRIVE). The amounts deducted shall be transmitted monthly to DRIVE on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request. The performance of this function is recognized as a service to the Union by the Employer.
- 19.11 Labor Management Committee
- The City and the Union agree continuing cooperation between labor and management is important and that from time to time suggestions and concerns of a general nature affecting the Union and the City may need consideration. The City and the Union agree that the continuation of the Labor Management Committee (LMC) serves as a positive effort and cooperative effort to handle such considerations. The make up of the LMC would consist of representatives designated by the Union and Management of the Department. The LMC shall meet periodically for the purpose of discussing and facilitating suggestions and or concerns which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The Union reserves the right to bargain over any changes to City policy's or procedures regarding mandatory subjects of bargaining.
- 19.12 In the event that employees are required to work a Local Emergency or Event and it is impractical for the employee(s) to travel home safely during the Local Emergency or Event, accommodation at a Hotel room at an approved hotel in the City of Issaquah may be offered at the discretion of the Department Director. This provision shall not be subject to the grievance procedure.

ARTICLE XX MANAGEMENT RIGHTS AND PROTECTION

- 20.1 Any and all rights concerned with the management and operations of the department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement.
- 20.2 The Employer reserves the right to layoff personnel for lack of work or funds, for the occurrence of conditions beyond the control of the department, or when such continuation of work would be wasteful and unproductive.
- 20.3 The Employer shall have the right to determine reasonable schedules of work including the scheduling of overtime and to establish the methods, process and personnel by which such work is performed.
- 20.4 The Employer shall have the right to determine the classification and duties of personnel and to sub-contract work; to recruit, assign, transfer or promote members to positions within the department subject to the terms of the Agreement; and to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department. The Employer or his representatives shall not open mail addressed and marked personal or confidential to employees of the bargaining unit.
- 20.5 Nothing contained in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall he refuse to perform his assigned duties to the best of his ability.

ARTICLE XXI WARNING LETTER AND DISCIPLINE

21.1 Warning Letters - Correctional or disciplinary actions shall be administered in accordance with the following "Disciplinary Action Policy". Warning letters issued by the Employer shall remain in the employee's personnel file and shall not be subject to the grievance procedure unless it resulted in proceedings involving a dispute as to the suspension or discharge of an employee. A copy of any warning letter issued shall be sent to the Union at the time it is placed in the employee's personnel file.

21.2 Purpose of Disciplinary Action - The Employer shall attempt at all times to operate its business in the most efficient, economical and orderly manner consistent with good management practices. All employees shall conduct themselves in a manner that shall be consistent with established rules and regulations. Disciplinary action shall not primarily be intended to be punitive, but rather shall be to maintain the efficiency of day-to-day operations and in keeping with sound principles of human relations in the Employer's service.

21.3 Causes for Disciplinary Action - All employees may be subjected to disciplinary action for cause, including but not limited to:

- Drinking intoxicating beverages, the use of non-prescription or illegal drugs on the job, or arriving on the job under the influence of intoxicating beverages or drugs;
- Violation of a lawful duty;
- Insubordination;
- Breach of discipline;
- Being absent from work without first notifying and securing permission from the employee's supervisor;
- Being habitually absent or tardy for any reason;
- Misconduct;
- Conviction of a felony or of a misdemeanor involving moral turpitude;
- Using religious, political or fraternal influence;
- Accepting fees, gifts or other valuable items in the performance of the employee's official duties for the City;
- Failure to pay just debts or make reasonable provisions for future payments;
- Dishonest, disgraceful, immoral or prejudicial conduct, discourteous treatment of the public or a fellow employee, other act of omission or commission tending to injure the public service, or any conduct unbecoming of an employee.

21.4 Forms of and Procedure for Disciplinary Action - The degree of discipline administered shall depend on the severity of the infraction and shall be in accordance with this Agreement and, if applicable, Civil Service Rules and Regulations. It shall be the responsibility of the supervisor to evaluate thoroughly the circumstances and facts as objectively as possible. The supervisor shall then apply the most suitable form of discipline to the best of his knowledge and discretion.

21.4.1 The following are several types of disciplinary actions which may be applied to discourage detrimental behavior or actions:

21.4.1.1 Oral Warning - Employees shall be talked to in private concerning work conduct problems. This type of discipline shall be applied for infractions of a relatively minor degree. The

supervisor shall inform the employee that he is administering an oral warning so that the employee may correct the condition. If the condition is not corrected, the employee shall be subject to more severe disciplinary measures. A notation that an oral warning was given shall be made for the employee's personnel file.

21.4.1.2 Written Warning - This notice shall be issued by the supervisor in the event the employee continues to disregard an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The supervisor shall set forth in the warning notice the nature of the infraction in detail and shall sign the notice. The supervisor shall discuss the warning notice with his immediate supervisor and then with the employee, to be certain that the employee understands the reasons for the disciplinary action. A copy of the warning notice shall be handed to the employee at the time of the discussion of the discipline and a copy shall be forwarded to the Union. The original copy shall be placed in the employee's personnel file.

21.4.1.3 Suspension - This form of discipline shall be administered as a result of a severe infraction of rules or standards, or for excessive violations after the employee has received a written warning and has made no satisfactory effort to improve performance. Suspension shall be the most severe form of discipline administered by a supervisor short of termination and shall be applied only after a thorough evaluation by the Department Director or his designated representative. The supervisor shall set forth all facts leading to the reason for the disciplinary suspension and the duration of the suspension on a disciplinary action form. He shall then inform the employee of the disciplinary action, making certain that the employee is fully aware of the reasons for such action. The original copy of the disciplinary action form shall be placed in the employee's personnel file with a copy given to the employee and another copy sent to the Union. When the employee returns from a period of disciplinary suspension, the supervisor shall make certain that the employee returns to the job with as little injury to his self-respect as possible.

21.4.1.4 Demotion - Demotion shall be used in rare instances where employees have been promoted to a position to which they are unable to perform the responsibilities of that position. It shall be applied only after a thorough evaluation by the supervisor and only after adequate written warning. Caution shall be exercised to avoid offending employees at the lower rank.

21.4.1.5 Discharge - Prior to a supervisor taking action on the discharge of an employee, the supervisor shall discuss his recommendation for discharge with the Mayor or designated representative to be certain that all facts have been reviewed and that there is thorough justification for the discharge action. The supervisor shall be certain of all facts influencing his decision to discharge an employee and shall attempt at all times to be as objective as possible in the evaluation of the circumstances leading to the discharge. If, in the opinion of the supervisor, the infraction is so severe as to necessitate immediate termination, the supervisor shall take action by placing the employee on suspension until circumstances are reviewed with the Mayor or his designated representative prior to final discharge action.

## ARTICLE XXII GRIEVANCE PROCEDURE

22.1 A grievance shall be defined as an issue raised relating to the interpretation, application or alleged violation of any terms or provisions of this Agreement.

22.2 A grievance may be initiated as Step 2 of the grievance procedure with the mutual agreement of the Union and the City.

22.3 Any grievance which may arise over the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- 22.4 STEP 1 - A grievance shall be presented, by either the employee or the Union specifying the employee or employees involved, section of the contract in question, to the employee's immediate Supervisor, in writing on the appropriate, Teamster form, by the aggrieved employee and/or his representative, within thirty (30) working days of the occurrence of such grievance or knowledge of it's occurrence. The immediate Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten (10) work days of the receipt of the step 1 grievance.
- 22.5 STEP 2 - If the employee is not satisfied with the solution by the immediate Supervisor, the grievance, in writing may be presented to the Department Director, with a copy to the City Administrator within ten (10) work days of receipt of the Supervisors response after which the Department Director shall meet with the Union Representative and the grievant, and shall provide a written response, with a copy to the City Administrator and the grievant, as to his/her decision within ten (10) work days.
- 22.6 STEP 3 - If the employee is not satisfied with the resolution offered by the Department Director, the grievance, will be forwarded to the City Administrator within ten (10) work days after which the City Administrator, or his designee, shall attempt to resolve the matter and notify the employee in writing within ten (10) work days.
- 22.7 STEP 4 – If the grievance is not resolved by the City Administrator, the grievance may be referred within ten (10) work day to an arbitrator. If the Union and the Employer are unable to agree upon an arbitrator, they shall jointly request that the Washington State Public Employment Relations Commission, or the Federal Mediation and Conciliation Service (FMCS) provide a list of five (5) arbitrators from which the parties shall select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person on the list until one (1) person remains that shall hear and rule upon the dispute. The party first striking from the list shall be determined by a flip of the coin. It shall be the function of the arbitrator to hold a hearing at which time the parties may submit their cases concerning the grievance. The arbitrator shall render his decision based upon the interpretation and application of the provisions of the Agreement with thirty (30) calendar days after such hearing. The decision of the arbitrator shall be binding on the Employer, the Union and the employee(s) involved.
- 22.8 The aforementioned timelines may be waived with the mutual agreement of the Union and the City. Failure to timely respond to a grievance automatically moves the grievance to the next step in the grievance process. Grievances are deemed withdrawn if not moved to the next step within the prescribed amount of time, unless timelines have been waived in accordance with this article.
- 22.9 The expenses, if any, of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, shall be borne by the parties equally. Each party shall be responsible for the cost of presenting its own case to the arbitrator, including witness and attorney fees.
- 22.10 Nothing herein shall prevent the employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 22.11 Any grievance against the employees or Union for failure to comply with the provisions of this Agreement shall be brought to the attention of the Union in writing. The Union shall respond within ten (10) days. If the dispute is not resolved with the Union, it may then be submitted to arbitration as provided for herein.

### ARTICLE XXIII SAVINGS CLAUSE

- 23.1 Should any provision of this Agreement be held invalid by operation of Law or by a tribunal of competent jurisdiction, or if compliance with or should enforcement of any provision be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby

and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

- 23.2 The Employer and the Union agree to work toward compliance with the American's with Disabilities Act (ADA).
- 23.3 If necessary, the parties shall meet to negotiate mutually acceptable policies and procedures for the implementation of the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE XXIV DURATION

- 24.1 This Agreement shall be effective January 01, 2020 and shall remain in full force and effect through December 31, 2022.
- 24.2 Notwithstanding the provisions of Section 24.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

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

CITY OF ISSAQUAH, WASHINGTON

By Scott A. Sullivan By  
Scott A. Sullivan  
Secretary-Treasurer

Mary Lou Pauly  
Mary Lou Pauly  
Mayor

Date 9-1-20 Date

8.13.20

APPENDIX "A"

**AGREEMENT**

by and between  
CITY OF ISSAQUAH, WASHINGTON  
and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)

January 01, 2020 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF ISSAQUAH, 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, 2020, the City shall implement a new pay range, as included below. Wage increases as a result of placement on the new pay range shall apply retroactively for all pay periods between January 1, 2020 and the date the contract is approved by the City Council. No employee's wage shall be decreased as a result of implementation of the new pay ranges. Any employee whose pay at the time of implementation of the new pay ranges is above the top step for their classification in the new pay range shall be frozen. January 1, 2020 wage table (monthly wages):

Grade	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
T010	Mechanic Aide	\$3,284.66	\$3,386.24	\$3,490.97	\$3,598.94	\$3,710.25	\$3,825.00	\$3,939.75	\$4,057.94	\$4,179.68	\$4,305.07	\$4,434.22
	Shop Aide	\$3,284.66	\$3,386.24	\$3,490.97	\$3,598.94	\$3,710.25	\$3,825.00	\$3,939.75	\$4,057.94	\$4,179.68	\$4,305.07	\$4,434.22
T011	Construction Technician	\$3,649.62	\$3,762.49	\$3,878.86	\$3,998.83	\$4,122.50	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41	\$4,926.91
T012	Public Works Maintenance Worker I	\$4,014.58	\$4,138.74	\$4,266.75	\$4,398.71	\$4,534.75	\$4,675.00	\$4,815.25	\$4,959.71	\$5,108.50	\$5,261.75	\$5,419.61
T013	Public Works Maintenance Worker II	\$4,415.32	\$4,551.88	\$4,692.66	\$4,837.79	\$4,987.42	\$5,141.67	\$5,295.92	\$5,454.79	\$5,618.44	\$5,786.99	\$5,960.60
T014	Mechanic	\$4,859.00	\$5,009.28	\$5,164.21	\$5,323.93	\$5,488.58	\$5,658.33	\$5,828.08	\$6,002.93	\$6,183.01	\$6,368.50	\$6,559.56
	Public Works Maintenance Worker III	\$4,859.00	\$5,009.28	\$5,164.21	\$5,323.93	\$5,488.58	\$5,658.33	\$5,828.08	\$6,002.93	\$6,183.01	\$6,368.50	\$6,559.56
T015	Heavy Equipment Mechanic	\$5,345.62	\$5,510.95	\$5,681.39	\$5,857.10	\$6,038.25	\$6,225.00	\$6,411.75	\$6,604.10	\$6,802.23	\$7,006.29	\$7,216.48
	Signal Technician	\$5,345.62	\$5,510.95	\$5,681.39	\$5,857.10	\$6,038.25	\$6,225.00	\$6,411.75	\$6,604.10	\$6,802.23	\$7,006.29	\$7,216.48
T016	Mapping Technician	\$5,875.17	\$6,056.88	\$6,244.20	\$6,437.32	\$6,636.42	\$6,841.67	\$7,046.92	\$7,258.32	\$7,476.07	\$7,700.36	\$7,931.37
	Public Works Maintenance Senior Lead	\$5,875.17	\$6,056.88	\$6,244.20	\$6,437.32	\$6,636.42	\$6,841.67	\$7,046.92	\$7,258.32	\$7,476.07	\$7,700.36	\$7,931.37
	Senior Signal Technican	\$5,875.17	\$6,056.88	\$6,244.20	\$6,437.32	\$6,636.42	\$6,841.67	\$7,046.92	\$7,258.32	\$7,476.07	\$7,700.36	\$7,931.37
	Utilities Technician	\$5,875.17	\$6,056.88	\$6,244.20	\$6,437.32	\$6,636.42	\$6,841.67	\$7,046.92	\$7,258.32	\$7,476.07	\$7,700.36	\$7,931.37

A.1.1 Effective January 1, 2021, the pay rates in effect on December 31, 2020 shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-to-June 2020, with a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%).

A.1.2 Effective January 01, 2022, the pay rates in effect on December 31, 2021 shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June-to-June 2021, with a minimum increase of two percent (2.0%) and a maximum increase of three percent (3.0%).

A.2 The rates of pay set forth in Section A.1 through A.1.3 are minimum rates of pay. Nothing herein shall prohibit the Employer from paying an employee in excess of the minimum amounts.

A.3 Step Increases - Employees are eligible every twelve (12) months for Step increases through Step 7 of the pay range for their classification based upon the employee performing adequately at a satisfactory rate of improvement. Step increases are typically automatic upon an employee completing the months of service required at each step. In the event that an employee is not performing adequately at a satisfactory rate of improvement, step increases may be withheld until performance improves, at the discretion of the Department Director. Upon recommendation from the Department Director and discretionary approval from the Human Resources Director, employees who exceed expectations may be able to move more than one (1) step through the progression of the wage scale.

A.3.1 Employees are eligible after a minimum of twelve (12) months in the lower STEP for additional STEP increases. STEPS 7 to 8, 8 to 9, 9 to 10, and 10 to 11 are performance STEP increases. Pay at these levels shall be only for sustained, superior, outstanding skill and ability, effectiveness and results. These increases must be approved by the Department Director with the concurrence of the Human Resources Manager and shall not be subject to the grievance procedure. Appeals regarding performance Step increases shall be heard by an Appeal Board consisting of the employee's Senior Lead Maintenance Person, Manager, Department Director and Human Resources Manager.

A.3.2 If an employee's anniversary date occurs on the 1st through the 15th of the month, any STEP increases shall be effective on the 1st of that month. If an employee's anniversary date occurs on the 16th through the 31st of the month, any STEP increases shall be effective on the 1st of the following month.

A.3.3 All STEP increases shall be five percent (3%) up to the top of the salary range.

A.4 Advancement -

Advancement to Maintenance Worker II and III will be based on the following:

- Completion of the probationary period in the classification to which the employee is currently appointed.
- Employee meets all the qualifications of the next level of classification.
- Ability of employee to perform all the essential job functions of the next level of classification (to be assessed prior to appointment and annually thereafter).
- Criteria for the process assessing employees for advancement will be developed with Management and the LMC. The final assessment process will be reviewed by Human Resources for job relatedness and compliance purposes.

The Employer shall provide a reasonable basis for any decision not to advance an employee. An eligible employee who is not advanced may grieve the Employer's decision through the grievance procedure, up to, but not including, arbitration.

A.4.1 Upon advancement to a higher paid classification, an employee shall receive an increase in pay of at least five percent (5%) plus a prorata STEP increase. Depending upon when

an employee advances to a higher paid classification, an employee's pay may result in them being "off step" which places them in between steps.

A.4.1.1 For purposes of A.4.1, employees in the Maintenance Worker I or II classifications advancing to Maintenance Worker II or III shall be eligible for a prorata step increase even if they are currently at the top step of Maintenance Worker I or II.

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

CITY OF ISSAQUAH, WASHINGTON

By Scott A. Sullivan  
Scott A. Sullivan  
Secretary-Treasurer

By Mary Lou Pauly  
Mary Lou Pauly  
Mayor

Date 9.1.20

Date 8.13.20

APPENDIX "B"

**AGREEMENT**

by and between  
CITY OF ISSAQUAH, WASHINGTON  
and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)

January 01, 2020 through December 31, 2022

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

B.1 The Employer shall offer the following medical plans for the employee to select from: Plan 1/Plan 1A (\$0 annual deductible through December 31, 2020; \$250 deductible effective January 1, 2021), Plan 3/Plan 3A (HDHP/HSA), and Plan 4/Plan 4A (Kaiser Permanente \$200 deductible).

B.1.1 Effective January 1, 2021 Premera Plan 1 will be restructured. The Union and the City have agreed that the following changes will be implemented to Premera Plan 1 effective January 1, 2019:

- The plan deductible will increase to \$250 per individual, \$500 per family.
- Coinsurance will be added for most services in accordance with the plan design.
- Out-of-pocket maximums will increase to \$2,000 per individual, \$4,000 per family.

B.2 Premium Sharing and HSA Contribution Amounts - The premiums shall be shared between the employee and the Employer on the following basis:

Plan 1 - \$0 deductible through Dec 31, 2020; effective Jan 1, 2021 \$250 Annual Deductible	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	6%	94%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%

Plan 1A - \$0 deductible through Dec 31, 2020; effective Jan 1, 2021 \$250 Annual Deductible	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	12%	88%
Spouse/Domestic Partner	16%	84%
1 <sup>st</sup> dependent	16%	84%
2 <sup>nd</sup> dependent +	16%	84%

Plan 3 – HDHP/HSA	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	0%	100%
Spouse	0%	100%

1 <sup>st</sup> dependent	0%	100%
2 <sup>nd</sup> dependent +	0%	100%
Employer HSA Contribution with Wellness Participation: \$3100 for employee, \$6250 full family (which shall be defined as employee plus one or more dependents).		

Plan 3A – HDHP/HSA	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	0%	100%
Spouse	0%	100%
1 <sup>st</sup> dependent	0%	100%
2 <sup>nd</sup> dependent +	0%	100%
Employer HSA Contribution without Wellness Participation: \$2500 for employee, \$5250 full family (which shall be defined as employee plus one or more dependents).		

For Payroll purposes, administration of the HSA (Plan 3 and 3A) shall be pro-rated on a semi-annual basis with the option elected by the employee.

Plan 4 – Kaiser Permanente \$200 Deductible Plan	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	6%	94%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%

Plan 4A – Kaiser Permanente \$200 Deductible Plan	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	12%	88%
Spouse/Domestic Partner	16%	84%
1 <sup>st</sup> dependent	16%	84%
2 <sup>nd</sup> dependent +	16%	84%

For each of the plans set forth above there shall be no additional charge to the employee if an employee has more than 2 dependents.

- B.3 The above employee and Employer premium sharing contributions shall be made monthly and shall be used only for the costs normally and reasonably associated with the provision of medical expenses for members of the City's health care fund which includes members of the bargaining unit and covered family members. The employee contributions shall be deducted semi-monthly from their paychecks.
- B.4 An employee whose spouse or domestic partner is either not employed, self-employed, working for an employer who does not offer medical coverage, or working for an employer but does not meet the eligibility requirements to obtain coverage under that employer's group medical plan (not working enough hours or in an ineligible class) may enroll their eligible spouse or domestic partner on the City's health insurance plan without penalty.  
 An employee whose spouse or domestic partner is eligible for group medical coverage through their employer, and does not enroll in the other employer's plan, may enroll them on the City's plan but will be required to pay the entire spouse/domestic partner premium cost. The Human Resources Director may waive the requirement to pay the entire spouse/domestic partner premium on a case-by-case basis. Employees who believe they may qualify for a waiver must submit their request in writing to the Human Resources Director or designee.

An employee whose spouse or domestic partner is enrolled in his or her employer's medical plan

may enroll their eligible spouse or domestic partner on the City's health insurance plan as the secondary insurer without penalty.

B.5 Health & Wellness Incentive Program

B.5.1 Goals:

- Engage employees in their health
- Improve employee's health
- Maintain and preferably reduce medical claims cost trend
- Improve productivity and reduce absenteeism

B.5.2 Eligible Population

- Employees, spouses, domestic partners covered under the health plan.
- NOTE: Individuals not covered on the medical plan can participate, but they will NOT receive an incentive.

B.5.3 Requirements for Incentive Plan

Requirements for Incentive Plan

All four sections below must be met in order to achieve the lower premium.

1. Biometric Testing – Completion

- Specifics
  - Measured height and weight, Calculated BMI
  - Fasting Cholesterol panel
  - Fasting Blood Sugar
  - Blood Pressure
- Options
  - Onsite
  - Physician Fax Form

2. Health Risk Assessment – Completion

- Online

3. Non- Smoker or non- tobacco user Attestation

B.5.4 *Availability of an Alternative Standard* – The City is committed to helping enrollees achieve their best health. Rewards for participating in a wellness program are available to all employees. If any member is unable to meet a standard for a reward under this wellness program, as a reasonable accommodation they may qualify for an opportunity to earn the same reward by different means, including through submission of an alternative goal by the member's healthcare provider. Members who contact Human Resources will be directed to our wellness vendor for additional details on determining an appropriate alternative standard.

MEMORANDUM OF UNDERSTANDING  
to the  
**AGREEMENT**  
by and between  
CITY OF ISSAQUAH, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works Employees)

January 01, 2020 through December 31, 2022

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THIS MEMORANDUM OF UNDERSTANDING is supplemental to the Agreement by and between the CITY OF ISSAQUAH, 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.

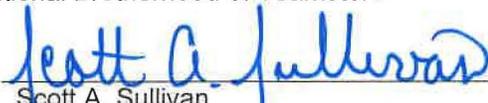
During the term of this Agreement the Union agrees to participate with City Administration, other bargaining units and employee groups in a collaborative effort to review health care options as it pertains to coverage, cost and plan design. The purpose of this effort is to review the ability of the City to provide medical coverage for employees and their dependents that is sustainable into the future and within the City's budget. The City retains the right to self-insure benefits.

Subject to the terms of this agreement. It is understood that the purpose of this collaborative effort is exploratory only and that the Union retains the right to negotiate separate from the rest of the City any changes to medical coverage pursuant to RCW 41.56.

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

CITY OF ISSAQUAH, WASHINGTON

By

  
Scott A. Sullivan  
Secretary-Treasurer

By

  
Mary Lou Pauly  
Mayor

Date

9-1-20

Date

8-13-20

MEMORANDUM OF UNDERSTANDING  
to the  
**AGREEMENT**  
by and between  
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Video cameras at PWO maintenance facilities are intended primarily for security purposes. Camera recordings may be viewed by PWO management staff to verify issues that have come to management's attention. Camera recordings are not typically, or randomly, viewed with the intent of finding fault with PWO employees; however, PWO employees found to be violating policies or engaged in inappropriate behavior may be disciplined pursuant to the terms of the current Collective Bargaining Agreement.

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

CITY OF ISSAQUAH, WASHINGTON

By

  
Scott A. Sullivan  
Secretary-Treasurer

By

  
Mary Lou Pauly  
Mayor

Date

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MEMORANDUM OF UNDERSTANDING  
to the  
**A G R E E M E N T**  
by and between  
CITY OF ISSAQUAH, WASHINGTON  
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Due to the unprecedented circumstances surrounding the coronavirus pandemic, the City anticipates a \$10 million revenue shortfall in 2020 and substantial uncertainty surrounding when City finances will return to normal. In this environment, the parties recognize the need for City staff to engage in temporary measures to help control expenditures.

Given this background, the City and the Union agree to the following:

1. The City will substantially shut down most of its facilities on the following days during the 2020 calendar year requiring mandated leave by all eligible City employees:
  - Thursday, July 2, 2020
  - Friday, September 4, 2020
  - Wednesday, December 23, 2020

Due to the nature of City services and programming, some employees may be required to work on some or all of the dates listed above. Those employees should work with their supervisor on alternative dates to furlough.

2. Beginning July 1, 2020, employees will receive a bank of eighty (80) furlough hours (prorated for part-time employees) to be used July 1, 2020 – December 31, 2020 using the same pre-approval method as vacation use. Where possible, these hours should be used on the dates listed above. Employees not able to furlough on one or more of the furlough dates listed above will work with their supervisor to identify alternative furlough dates. Overtime occurring on the weekend or other scheduled day(s) off will continue to be paid in accordance with the collective bargaining agreement. All leave accruals for all weeks that include furlough time shall not be reduced and shall be equivalent to 40-hour week accruals (pro-rated for part-time employees). City-paid Medical, Dental and Vision benefits shall not be reduced for unpaid hours resulting from furlough time. All Holidays shall be paid in full, even if the day before or the day after the holiday is in whole or part in any leave without pay status due to furlough.
3. Full time, regular employees will take a total amount of mandated furlough hours equal to eighty (80) hours. Furlough hours for part-time employees will be prorated based on the budgeted FTE for the position. To the extent that one or more of the above-referenced days falls on a regularly

scheduled day off, the affected employee will schedule alternate furlough time such that the amount of furlough time equates to an 80-hour furlough (prorated for part-time employees).

4. Employees at the top step of Public Works Maintenance Worker III at the time of implementation of this MOU will be required to furlough eight (8) hours less than all other employees in the bargaining unit, for a total of seventy-two (72) furlough hours. This is in recognition of the fact that these employees will not be eligible for a wage increase as a result of implementation of the new pay ranges from the class/comp study.
5. The parties agree that employees furloughed in 2020 will receive furlough replacement time equivalent to two (2), eight (8) hour annual days for use in 2021 and one (1), eight (8) hour annual day for use in 2022, prorated for part-time employees based on budgeted FTE for the position. The 2021 annual days will be added to employees' leave banks on December 16, 2020 and must be used by December 15, 2021 or will be forfeited. The 2022 annual day will be added to employees' leave banks on December 16, 2021 and must be used by December 15, 2022 or will be forfeited. Furlough replacement time annual days are to be used in the same manner and according to the same rules as established for other annual days.
6. Regular employees hired into the bargaining unit during the 2020 calendar year will be required to take a prorated amount of furlough time and will be eligible for a prorated amount of furlough replacement time. For example, a full time regular employee hired into the bargaining unit on October 1, 2020 (half way through the July 1 to December 31 furlough period) would receive a furlough bank of 40 hours; would, if eligible, furlough on December 23, 2020; and would work with their supervisor to identify additional furlough time off to total 40 hours between date of hire and December 31, 2020. That employee would be eligible for 8 hours of furlough replacement time in 2021 and 4 hours of furlough replacement time in 2022, according to the same schedule and rules around use as outlined above.
7. Additionally, City contributions to employee ICMA 457 Deferred Compensation Plans will be temporarily suspended from June 1, 2020 to December 31, 2020. Employees will still be eligible to contribute their own funds during this time period but will not receive the City matching contributions outlined in Article 15.1 of the collective bargaining agreement ("CBA"). On January 1, 2021, City contributions will begin again at the same contribution level agreed to in the CBA.

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