

COLLECTIVE BARGAINING AGREEMENT

By and between the

CITY OF DuPONT, WASHINGTON

And the

DuPONT EMPLOYEES' ASSOCIATION

(Effective January 1, 2014, through December 31, 2017)

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This Agreement, entered into between the City of DuPont, hereinafter called “the City”, and the DuPont Employees’ Association, hereinafter called “the Association.”

WITNESSETH:

ARTICLE 1 - RECOGNITION

Section 1.1

The City recognizes the Association as the exclusive bargaining agent for all City employees except Fire Department personnel, Police Department personnel and those in exempt positions. Exempt positions are:

- (a) City Administrator;
- (b) Public Works Director or equivalent position;
- (c) City Clerk or equivalent position;
- (d) Support Services Director (one (1) position only; to be designated as confidential)
- (e) Community Development Director or equivalent position;
- (f) Human Resources Manager or equivalent position.
- (g) Planning Manager or equivalent position
- (h) Executive Assistant or equivalent position
- (i) Utility Manager or equivalent position

In the event that new positions are created, or the duties of existing positions changed so that in the opinion of the City additional exempt positions are established, the City shall notify the Association in writing forthwith. Within ten (10) days of the notice from the City, the Association shall give written notice to the City if the Association does not agree with the City’s exemption determination, and a meeting shall be had within ten (10) days to attempt to resolve the dispute. If a resolution cannot be reached by the parties, the Association may petition PERC for a determination on the exemption status of the position(s) in dispute. PERC’s decision shall be final and binding on the parties. The Association and the City reserve the right to reopen this Agreement for the purpose of negotiating the status of positions declared or agreed to be non-exempt.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 Direction of Workforce.

The Association recognizes the prerogative of the City to operate and manage its affairs in accordance with its local mandate to wit: the Employer has the right to (among other actions) discipline or discharge employees for just cause; to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees; to establish reasonable performance and productivity standards; to introduce and use new, improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

The powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City.

Nothing herein contained shall restrict the City from modifying work schedules between the hours of 6:00 a.m. and 10:00 p.m. for employees for the purpose of attendance at City meetings after the hours of 6:00 p.m. The City will provide at least forty-eight (48) hours' written notice to the employee and the Association provided any hours worked in excess of an employee's regular shift shall be paid at the overtime rate or compensatory time pursuant to Article 10.4.

Section 2.2 City Rules and Regulations.

The City shall have the right to make such reasonable directions, rules and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Association agrees that the employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the Agreement. The parties agree to abide by collective bargaining laws with respect to mandatory subjects of bargaining.

Section 2.3 Hours of Work.

Subject to the provisions of Section 2.1 above, each employee shall be assigned, in writing, a definite and regular work day and work week, including regular starting and quitting times. An employee's definite and regular work day and work week, including regular starting

and quitting times, shall not be changed without prior notice to the employee of one (1) calendar week provided, however, that this notice may be waived by the employee and provided further that this notice shall not be required in the event of an emergency.

Absent an employee-granted waiver or emergency, any failure by the City to provide the required notice shall result in all hours worked in violation of the notice requirement being paid at the employee's regular overtime rate of pay.

ARTICLE 3 - ASSOCIATION SECURITY

Section 3.1

An employee who chooses not to join the Association within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days of the date of employment shall comply with the requirements of RCW 41.56.122.

Section 3.2 Payroll Deductions for Association Dues.

The City shall deduct monthly dues required of the employees in the Association who voluntarily execute a wage assignment authorization form. The City shall deposit such dues with the Association. Upon issuance and transmission of such fees the City's responsibility shall cease with respect to such deductions. The Association and each employee authorizing the assignment of wages for payment of fees hereby undertake to indemnify and hold the City harmless from all claims, demands, suits and other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee.

Section 3.3 New Employees.

The City will notify the Association of all new hires within ten (10) working days of hire.

Section 3.4 Seasonal Employee.

A seasonal employee is defined as a person employed by the City to perform duties specific to public facilities maintenance and repair. A seasonal employee may work no more than one hundred eighty (180) calendar days during any rolling twelve (12) month period without prior approval of the Association. Seasonal employees may work part or full time and shall receive no city benefits, other than wages.

Section 3.5 Temporary Employees.

Those employees who are hired to meet a temporary, non-continuing need (duration of one hundred twenty (120) actual days worked or less), unless otherwise agreed by the parties. The City shall not hire the same temporary employee for more than one hundred twenty (120) days during any rolling twelve (12)-month period without prior approval of the Association. The City will not use any temporary employee or fill the same temporary position for more than one hundred twenty (120) days during any rolling twelve (12)-month period without prior approval of the Association. The Association agrees that the City may use a temporary employee to cover for an employee on leave. A temporary employee will not take away available overtime opportunities for bargaining unit members.

ARTICLE 4 - ASSOCIATION ACCESS

Section 4.1 Association Representative Access.

Authorized agents of the Association shall have access to the City's establishment during working hours, upon making satisfactory arrangements with the employee's supervisor, for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

Section 4.2 Association Representative.

The Association may designate two (2) employees as Association Representatives to carry out authorized Association activities. The Association will notify the City of the name and contact telephone number(s) of the Association Representatives.

The Association Representatives shall suffer no loss of wages for attendance at meetings with the City to adjust contract disputes when said meetings are scheduled during the Association Representatives' working hours.

The Association Representatives shall suffer no loss of wages when investigating working conditions on-duty or ascertaining that the Agreement is being adhered to on-duty, provided that said activities do not unreasonably interfere with the operations of the City. When leaving work in pursuit of said activities, a Representative shall first obtain permission from their

immediate supervisor and said permission shall not be unreasonably withheld.

Section 4.3 Association Bulletin Boards.

The City shall provide suitable, non-public space for the Association to use as a bulletin board in each City building staffed by Association employees, subject to space availability. The Association will provide the board. The bulletin board will be used for information only, and will not contain derogatory information or comments.

Section 4.4 Use of City Facilities.

The Association shall have the right to use City meeting spaces and facilities for Association meetings so long as: (1) at least forty-eight (48) hours' written notice is given by the Association to the Administrator; (2) the meeting space is not previously scheduled for use by the City; and (3) and the Administrator determines that the Association's meeting will not unreasonably interfere with City operations.

ARTICLE 5 - NONDISCRIMINATION

Section 5.1

The City and the Association mutually agree that there shall be no unlawful discrimination against any employee because of his or her age, race, creed, color, sex, national origin, marital status, or disability. The City will not discriminate against any employee because of his or her Association membership or activities.

Section 5.2

Whenever words denoting a specific gender are used in this Agreement, they shall apply equally to each gender.

Section 5.3

The City and the Association mutually agree that there shall be no discrimination or retaliation against supervisors within the bargaining unit as a result of their job performance including, but not limited to, conducting annual employee evaluations or carrying out management directives.

ARTICLE 6 - SAFETY

Section 6.1 Mutual Objective.

It is the mutual 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.

Section 6.2 Safety Equipment.

The City shall furnish proper safety devices and protective clothing for all employees as prescribed by WISHA standards. All equipment provided by the City shall be kept at a location designated by the City.

Section 6.3 Safety Violations.

Violation of a safety regulation or direction may subject the offender to disciplinary action.

Section 6.4 Safety Committee.

A Safety Committee shall consist of two (2) people appointed by the Association with one person from an office position. The Safety Committee shall meet as often as necessary but no less than one (1) time every three (3) months. The purpose of the Safety Committee shall be to recommend to the City ways to correct unsafe working conditions. Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

Section 6.5 Public Works Uniforms.

The City shall provide all Public Works personnel engaged in outdoor activities a summer uniform, winter uniform, foul weather clothing and hazardous materials clothing, as determined by the City Administrator, in consultation with the Public Works Supervisor, following recommendations by the Safety Committee. Cleaning and maintenance of said uniforms shall be the responsibility of the City.

ARTICLE 7 - PROBATIONARY EMPLOYEES

Section 7.1 Probation.

All new employees shall serve a probationary period of six (6) months and shall have no

seniority rights during that period. During this probationary period an employee may be terminated without cause if, in the judgment of the Department Head/Director such termination is in the best interest of the department. After three (3) months, an employee may request an informal evaluation from their supervisor. After six (6) months an employee's seniority date shall become the date on which the employee started the probationary period.

Probationary period will be extended by any length of time taken off due to a work-related injury or any medical leave that extends beyond three (3) working days.

Section 7.2 Promoted/Transferred Employees.

Any employee promoted or transferred to a new position within the bargaining unit, shall be required to serve a ninety (90) day probationary period that may be extended by the Department Head/Director. Should the promoted/transferred employee, in the judgment of the Department Head/Director, not successfully complete the probationary period, or the employee elects not to continue in the promoted position at the close of the probationary period, the employee may return to their previous position. Extension of probationary period will also be applied whenever necessary as set forth in Section 7.1 paragraph 2.

ARTICLE 8 - SENIORITY

Section 8.1 Definition.

Seniority shall be defined as the length of continuous service with the City including the probationary period.

Section 8.2 Seniority List.

On January 15th of each year, the City shall provide to the Association a current seniority list.

Section 8.3 Vacancies and Promotions.

In filling vacancies and promotions, seniority shall be a factor to be considered by the City, together with the specific needs of the City, or other considerations which might properly influence the City's decision.

Section 8.3.1 The City encourages promotion from within the organization whenever

possible. City job openings will be posted on the City bulletin board in the employee break room at main City Hall building (1700 Civic Drive), Public Works Building, and Public Safety Building and posted electronically (via e-mail or employee website/intranet) so that employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the Mayor or his designee may choose to circulate a promotional opportunity within the City. At its discretion, the City reserves the right to seek qualified applicants outside of the organization. If the City chooses not to fill a position 60 days after it is posted and the City later decides to fill the position, then the City will re-post the opening, especially when the job description has changed, such as hours of work, wages or if the qualifications for the position have changed. To be considered for promotion, an employee must be employed in their position for at least six (6) months, and must meet the qualifications for the vacant position.

Section 8.4 Layoffs and Recalls.

An employee who is laid off due to reduction of workforce (RIF) shall have preference for recall to their previous position based upon seniority. Employees laid off shall retain such right of recall for twenty-four (24) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their layoff. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this article and agreement.

Section 8.5 Written Explanation.

In the event that seniority is not followed in any action under 8.3, the City will provide the Association with a written statement of its reasons for its action if requested by the

Association.

Section 8.6 Loss of Seniority.

An employee shall lose seniority for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for cause;
- (c) failure to report for work within five (5) working days after receipt of notice of recall unless mutually extended by the employee and the City;
- (d) giving false reason for leave of absences;
- (e) after twelve (12) months absence if not on a protected leave status in accordance with the law.

Section 8.6.1

An employee who enters the Armed Services to participate in or complete a service obligation shall retain seniority rights in accordance with the law.

ARTICLE 9 - EMPLOYEE CLASSIFICATION

Section 9.1 Full-time Employees.

Full-time employee means any position in which the employee regularly works forty (40) hours per week.

Section 9.2 Part-time Regular Employees.

Part-time regular employee means a position in which the employee regularly works less than forty (40) hours per week, but not less than twenty (20) hours per week. Part-time regular employees shall receive benefits in direct ratio to hours worked.

Section 9.3 Part-time Non-regular Employees.

Part-time non-regular employee means a position in which the employee regularly works less than twenty (20) hours per week or occasionally may work more than twenty (20) hours per week and up to forty (40) hours per week on a seasonal basis.

Section 9.3.1 Department and classification qualified Association members shall be given the first opportunity to fill vacancies or shifts of absent Association members (i.e.

sick leave, vacation, call outs, etc).

Section 9.4 Department Directors.

Department Directors and other supervisory staff shall be allowed to perform departmental Association work.

ARTICLE 10 - APPENDIX PROVISIONS, WAGES AND CLASSIFICATIONS

Section 10.1 Appendix Provisions.

The classifications and hourly rates of pay for, 2015 set forth in the attached Appendix A, Hourly Wage Matrix, and by reference herein are made a part of this Agreement.

- (a) This matrix includes a 1.4% Cost of Living Adjustment for 2014, a market wage adjustment effective January 1, 2015 described in Appendix B, and a 2% COLA for 2015.-For 2016, the COLA will be based on the June 2015 Seattle- Tacoma- Bremerton CPI-U. For 2017, the COLA will be a fixed 3% independent of the CPI-U.
- (b) Base contribution: The City shall contribute 2% of the employees base pay (base pay does not include overtime) on each payroll to the employees account in the City's Deferred Compensation Plan.
- (c) City Match: The City shall contribute as a match 1% of the employees base pay (base pay does not include overtime) on each payroll to the employees account in the City's Deferred Compensation Plan if the employee also contributes a minimum of 1% of the employee salary into said account.

Section 10.2 Out-of-Class Pay.

Should an employee be assigned to carry out the duties of a higher position for more than three (3) consecutive days/shifts, the employee shall receive out-of-class pay differential equal to five percent (5%) of the employee's regular pay for all hours worked in the higher position in addition to the employee's regular pay. Hours for pay purposes will be computed from the date assigned to that position. If the position to which the Employee is assigned is outside the Association the employee will be prohibited from administering formal disciplinary action.

Section 10.3 Call Back.

Employees shall be called back to work outside their regularly scheduled hours only for an emergency or unforeseen situation.

Section 10.3.1 An employee called back for an emergency or unforeseen situation shall receive one and one-half (1 1/2) times their regular straight time hourly rate of pay provided, however, the employee shall receive not less than three (3) hours of pay at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

Section 10.4 Compensatory Time.

Compensatory time may be granted for overtime worked when mutually agreed upon between both parties. Such compensatory time shall be accrued at the overtime rate for work performed in excess of forty (40) hours in an employee's regularly scheduled work week. Association members may accrue compensatory time. Maximum accrual of compensatory time is eighty (80) hours. Overtime earned that would place the employee above the maximum accrual shall be paid in cash as prescribed by the law.

Section 10.5 Payment for Unused Compensatory Time.

Employees who leave the employment of the City shall be paid for all accrued compensatory time not used or, if a City VEBA account is established, the employee may choose to have the excess amount deposited in the employee's VEBA account.

Section 10.5.1 Compensatory Time Scheduling. All compensatory time off shall be taken and used within ninety (90) days of its accrual. Compensatory time off shall be scheduled with the approval of the employee's supervisor. Any compensatory time not used within ninety (90) days of its accrual shall be paid to the employee unless granted an extension in writing by the City Administrator for a future planned leave not to exceed six months from the date of accrual. Request for extension shall be in writing with approximate dates and reasons for extension.

Section 10.6 Overtime.

Time and one-half (1 ½) the employee's regular rate of pay shall be paid for authorized work in excess of forty (40) hours in an employee's regularly scheduled work week, or work

performed in excess of the employee's regularly scheduled hours. Employees called in for emergency work outside of normal working hours or employees who have written pre-authorization by the City Administrator or his/her designee to perform work outside their regular work hours shall be compensated at one and one-half the employee's regular rate of pay, regardless of whether the employee has worked 40 hours in that week. Overtime shall be calculated to the nearest quarter (1/4) hour. For the purpose of calculating overtime, hours actually worked, time spent on jury duty or for bereavement leave shall be counted as hours of work. The employee may choose to be compensated in cash or have the amount deposited in the employee's City VEBA account if such an account is established.

Section 10.7 Payroll Steps.

An employee will typically be hired at Step A in their job classification range of the City's hourly wage matrix set forth in attached Appendix A. At the City's discretion, employees may be hired at a step higher than Step A, but less than Step I in the hourly matrix.

Section 10.7.1 An employee shall advance to a higher step in the hourly wage matrix as follows:

An eligible employee is an employee who has successfully completed the probationary period. An eligible employee shall advance to the next step on January 1st and July 1st of the contract year, an employee's annual evaluation should occur yearly on the anniversary of the employee's date of hire.

- (a) A probationary employee who has not yet received a satisfactory probationary evaluation shall not be eligible for a step increase. Upon receipt of a satisfactory probationary evaluation, the employee shall receive a step increase which shall become effective as of the date that the employee successfully completed their probationary period.

Section 10.7.2 A non-advanced employee will be reviewed at least once every thirty (30) days to determine if the employee's performance has come up to satisfactory performance. If a non-advanced employee's performance comes up to satisfactory performance, the employee shall then be advanced to the next higher hourly wage matrix

step. If after at least 120 days the non-advanced employee fails to achieve satisfactory performance, the City may terminate the employee for unsatisfactory job performance subject to the terms and conditions of this Agreement. Both parties agree to re-open and discuss the terms of this section of the agreement if requested by either party during the term of this contract.

Section 10.8 Promotional Increases.

An employee shall receive a promotional increase when promoted.

Section 10.8.1 At a minimum, a promoted employee shall receive a promotional increase of at least five percent (5%) additional wage, unless the five percent (5%) additional wage would place an employee outside the top step of a range, in which case an employee shall be placed at the top step of the promoted-to range.

Section 10.9 Salaries.

Subject to the City's obligation to bargain and this Agreement, the Mayor or Mayor's designee will determine salaries for new hires, transfers, promotions and reclassifications.

Section 10.10 Longevity.

In addition to the rates of pay based on the hourly wage matrix each regular full-time employee shall receive longevity pay as follows: at the beginning of the 5th-10th years = 2%; at the beginning of the 11th-15th years = 3%; at the beginning of the 16th-19th years = 4%; at the beginning of the 20th+ years = 5%. For employees hired on or after January 1, 2011, longevity will not start until the 6th year rather than 5th year, therefor it will be: 6th- 10th year 2%.

ARTICLE 11 - HOLIDAYS

Section 11.1 Number of Paid Holidays.

Unless otherwise specified in an Appendix to this Agreement, all full-time and part-time regular employees shall be entitled to compensation for twelve (12) holidays per year as listed below:

- (1) New Years Day;
- (2) Martin Luther King's Birthday;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veteran's Day;
- (8)

Thanksgiving Day; (9) the day after Thanksgiving; (10) Christmas Day; (11 and 12) two floating holidays.

Section 11.2 Dates of Holidays.

Dates of the above legal holidays will be designated as celebrated and proclaimed by the State of Washington for State employees pursuant to RCW 1.16.050. The “floating holidays” shall be chosen by mutual agreement between the employee and the City.

Section 11.3 Eligibility.

New employees shall be eligible for all holidays except the “floating holidays.” New employees may begin accruing “floating holidays” while on probation, but are not eligible to use “floating holidays” until successfully completing probation.

Section 11.3.1 In order to be eligible for a holiday (including “floating holidays”) an employee must be in paid status on the regular workday immediately preceding and following the scheduled holiday. Paid status includes being compensated for sick leave, vacation, bereavement leave, jury duty, compensatory time.

Section 11.4 Worked Holidays.

If a full-time or part-time regular employee is required to work any paid holiday, such time worked on the regular holiday shall be paid at one and one-half (1 1/2) times the employee’s regular straight time hourly rate of pay, in addition to the employee’s holiday pay.

Section 11.4.1 When a holiday falls on an approved scheduled day off, an employee shall receive one (1) compensatory day or one (1) day’s regular wage in lieu of the holiday.

ARTICLE 12 - VACATION

Section 12.1 Vacation.

All full-time employees shall be entitled to the following vacation leave with pay. Regular part-time employees shall be entitled to a proportionate share of the schedule based on their hours worked.

| <u>Years of Service</u> | <u>Vacation Leave</u> | <u>Hours</u> | <u>Days</u> |
|----------------------------|------------------------------------------------|--------------|-------------|
| Less than five (5) years | Eight (8) hours per each full month worked | 96 | 12 |
| Five (5) or more years | Ten (10) hours per each full month worked | 120 | 15 |
| Ten (10) or more years | Twelve (12) hours per each full month worked | 144 | 18 |
| Fifteen (15) or more years | Fourteen (14) hours per each full month worked | 168 | 21 |

Section 12.2 Maximum Vacation Accruals.

Each full-time and part-time regular employee shall be entitled to accrue vacation leave not to exceed a maximum of two hundred forty (240) hours. If the maximum vacation accrual is exceeded, the Employee shall forfeit all vacation accruals in excess of the maximum allowed under this section. If the maximum vacation accrual is exceeded through no fault of the employee, the City shall pay the employee for all vacation accruals in excess of the vacation accrual cap or the employee may choose to have the excess amount deposited into the employee's VEBA account if such an account is established.

Section 12.2.1 New Employee Vacation Accrual. New employees, upon being appointed to full-time or part-time regular employment, shall accrue vacation leave in accordance with the aforementioned provisions. New employees may begin using accrued vacation time upon successful completion of six (6) month probation.

Section 12.3 Payment for Unused Vacation Leave.

Employees who leave the employment of the City shall be paid for all accrued vacation hours not used up to the maximum allowed pursuant to Section 12.2, or the employee may choose to have the excess amount deposited into the employee's VEBA account if such an

account is established.

Section 12.4 Seniority Vacation Scheduling.

All “Block” vacation scheduling shall be done by seniority within each department. A “Block” vacation is defined as at least forty (40) consecutive hours of paid leave taken by an employee not including the employee’s regularly scheduled days off. A “Block” vacation for each employee shall be scheduled in each department by no later than March 15.

Section 12.4.1 Other Vacation Scheduling. All other vacation leave, including “Block” vacations being scheduled after March 15, shall be scheduled on a first-come first-serve basis, and subject to the City’s reasonable operating needs for efficiency and subject to the supervisor or department head approval.

ARTICLE 13 - SICK LEAVE

Section 13.1 Sick Leave.

All full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of service.

Section 13.2 Maximum Accrual

Sick leave earned shall be credited to an employee’s accrual only upon the completion of each pay period. The maximum accrual of sick leave shall be one thousand two hundred eighty (1280) hours. Sick leave may not be used prior to accrual.

Section 13.2.1 Upon retirement from the City, an employee shall receive 25% of their accrued sick leave balance at the time of separation, up to a maximum of 300 hours.

Section 13.3 Use of Sick Leave.

Sick leave may be used for any of the following reasons and purposes:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) As set forth in RCW 49.12.270;

- (d) Attend the birth of an employee's child;
- (e) Parental leave as set forth in RCW 49.12.350;
- (f) As set forth in Section 16.5- Bereavement Leave of this Agreement;
- (g) Use of a prescription drug which temporarily impairs job performance or safety;
- (h) Donation to another city employee as allowed by city policy.
- (i) Domestic Violence leave as set forth in RCW 49.76

Section 13.3.1 Accrued sick leave may be used for time loss due to an on the job injury or illness that is not covered by a Washington State Labor and Industries claim.

Section 13.4 Time Increments.

Sick leave shall be granted on a daily or hourly basis, at a minimum rate of 15 minute increments. An additional floating holiday will be accrued and awarded on January 1st and July 1st for continuous service without incurring a sick day for the previous six (6) months.

Section 13.5. Physician's Certificate.

A certificate signed by a health care practitioner describing the nature of the sickness or injury, its duration, and when the employee will be able to perform his assigned duties may be required by the City after three (3) consecutive days of sick leave.

A medical certificate may be required immediately if there is a cause to suspect sick leave abuse or a documented pattern of abuse such as sickness prior to or after other leaves, holidays, and weekends, or sickness at particular times of the month. In such case, the City may require the employee to submit to a medical examination or nursing visit at the City's expense.

Section 13.6 Prior Request.

An employee must report to his or her supervisor within 30 minutes prior to or, in the event of an emergency, as soon as reasonably possible following the commencement of the shift when sick leave is to be taken. Where reasonably possible, person-to-person telephone contact with the Supervisor will be made. If the employee is unable to reach the Supervisor and make person-to-person contact, the employee must leave a voice message on the Supervisor's designated work line and leave a message with the City's main receptionist.

ARTICLE 14 - EMPLOYEE RIGHTS

Section 14.1 Employee Protection.

All employees within the Association shall be entitled to protection under the terms of this Collective Bargaining Agreement and “Just Cause.”

Section 14.2 Application of Discipline.

No employee shall be disciplined except for “Just Cause”. Progressive discipline may be utilized. Any discipline for just cause of employees shall be applied by department head/director, or in their absence, the City Administrator. Discipline may include: oral warnings, written reprimand, suspension with pay, suspension without pay, reduction in rank, or discharge.

Section 14.2.1 Timeliness of Discipline. Except for criminal investigations, any complaint or allegation not called to the attention of the employee within thirty (30) days of when the complaint is received by the City or allegation is made to the City may not be used as the basis of any formal disciplinary action as described in 14.2 above.

Section 14.2.2 Employee Representation. An employee subject to potential discipline shall be afforded the right to have an Association Representative or legal counsel present, if requested by the employee.

Section 14.3 Investigatory Interviews.

At least twenty-four (24) hours prior to any potential disciplinary interview, the employee and the Association shall be informed in writing of the nature of the interview, to include copies of all related documents and items the City possesses related to the interview, and the employee and the Association shall be informed whether the employee is a witness or a suspect prior to commencement of any interview. The City shall have a continuing obligation to provide the employee and the Association with all documents and items the City obtains after any potential disciplinary interview.

Section 14.3.1 Any interview of an employee shall not be overly long and the employee shall be entitled to contact and consult privately with an Association Representative at any time during the interview. The employee shall be entitled to reasonable intermissions

as needed for personal necessities, telephone calls and counseling.

Section 14.3.2 During any investigation and/or interview, the employee shall not be subject to offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions.

Section 14.3.3 Any disciplinary action imposed by the City shall be delivered in writing to the employee with a copy to the Association. The disciplinary letter shall be signed by the employee's department head/ director or by the City Administrator and the letter shall concisely state the date and nature of the facts, the policies violated, and the discipline imposed. Only a copy of the disciplinary letter and material supporting the discipline imposed shall be placed in the employee's personnel file.

Section 14.4 Performance Evaluations.

All regular employees shall receive a probationary and an annual evaluation on a standard annual evaluation form provided by the City. Employees shall be afforded an opportunity to respond in writing to any section of the evaluation. Any employee's response shall be attached to the evaluation form to which the response is applicable. An Association representative shall be allowed to review the evaluation form, its content and any subsequent amendments.

Section 14.5 Personnel Files.

The City shall notify and provide a copy to the affected employee of any adverse entries to the employee's personnel file within ten (10) days of the adverse entries. An employee may submit a written rebuttal to be attached to and incorporated into the employee's personnel file. At least once annually an employee may review the employee's personnel file. During an employee's review of his personnel file, the employee may request copies of documents within the file and/or an inventory of the contents. If an inventory is requested, both the City and the employee shall sign the inventory.

Section 14.5.1 Any adverse entries placed in an employee's personnel file without

compliance by the City to Article 14.5 shall not be usable by the City in any disciplinary matter or proceeding.

Section 14.6 Polygraph Tests.

No employee covered by this agreement shall be required to take a polygraph test.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 Purpose.

The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances that can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this CBA may be resolved as fairly and expeditiously as possible.

Section 15.2

Grievances are defined as disputes including the interpretation or application of the Agreement.

Section 15.3

All grievances must be initiated under the grievance procedure within ten (10) calendar days of the alleged violation or the time the employee or Association became aware of said violation.

Section 15.4

Grievances shall be resolved in the following manner.

Preliminary Discussion: Any potential grievance shall be taken up by the employee and/or the Association, within ten (10) calendar days of the alleged grievable action to the employee's immediate supervisor in an informal meeting. The date of this informal meeting shall be documented by a written memorandum signed by the parties present at

the informal meeting. The parties agree to make every effort to settle the matter promptly at this level.

Step 1: If the grievance is not resolved at the preliminary discussion, the Association and/or employee shall present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Department Head/Director within ten (10) calendar days from the informal meeting. The Department Head/Director shall review the grievance and render a written decision within ten (10) calendar days from receipt of the grievance.

Step 2: If the grievance is not resolved at Step 1, the Association and/or employee shall submit the grievance in writing to the City Administrator (or in his/her absence, the Mayor) within ten (10) calendar days of receipt of the Department Head/Director's decision. The City Administrator (or in his/her absence, the Mayor) shall render a written decision within ten (10) calendar days.

Step 3: The Association may appeal an adverse decision of the City Administrator (or in his/her absence, the Mayor) to a neutral arbitrator. The Association shall give written notice to the City of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's (or in his/her absence, the Mayor's) decision. Within ten (10) calendar days of the Association's request to arbitrate, a representative of the Association and of the City shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of nine (9) arbitrators with offices in Oregon and Washington from PERC. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days to alternately strike names until one name remains. This person shall serve as the sole arbitrator. The order of striking names shall be determined by a coin toss.

Step 4: The arbitrator shall render a decision within thirty (30) days of hearing, which shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

Section 15.5

Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure of the City to respond within the established time limits will result in the grievance being advanced to the next step.

Section 15.6

Each party shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 16 - LEAVES OF ABSENCE

Section 16.1 Medical Leave.

Upon written request of an employee, the City Administrator or the Mayor, in their sole discretion, may grant an unpaid leave of absence to an employee who has exhausted all of his paid time off accruals and who is otherwise not on a lawful protected status leave. Prior to granting the unpaid leave of absence, the City, at the City's expense, may require a second opinion of a doctor of its own choosing to verify the illness or injury. No seniority will be accrued by an employee while on authorized leave pursuant to this section. Additionally, the City is not obligated to pay any economic benefits of this Agreement to an employee on authorized leave pursuant to this section.

Section 16.2 Prolonged Disability.

An employee shall not be terminated by the City because of prolonged continuous illness or injury provided the period of disability is not longer than twelve (12) months. Accrual of benefits that accrue according to length of service such as vacation, holiday, and sick leave will stop at three (3) months from the time the employee files for medical leave. Upon being pronounced physically and mentally fit by the City's and employee's doctors, he shall be reinstated to the same or substantially equivalent classification if such classification is available, in accordance with seniority rights.

Section 16.3 Military Leave.

Every full-time and regular part-time employee who is a member of the Armed Forces

Reserves shall be granted a leave of absence for the purpose of attending active duty training. Such military leave of absence shall be in addition to any paid leave to which the employee might otherwise be entitled, provided, however, that the employee is required to remit to the City any amounts received in consideration of said military service, up to the amount received from the City in military leave pay. While on military leave the employee shall not suffer a loss of efficiency rating, privileges, or pay. During the period of military leave the employee shall receive from the City normal pay for a period not exceeding twenty one (21) calendar days each calendar year.

Section 16.4 Jury Duty.

Employees who are required by due process of law to render jury services shall receive their regular pay during such period. The employee shall refund any jury pay received from the Court to the City.

Section 16.5 Bereavement Leave.

All employees who suffer a death in their immediate family, upon submitting verification, shall be given five (5) days off without loss of pay or benefits to travel to and attend to family business. Additional leave may be authorized by use of accrued sick leave, if requested by the employee and approved by the City Administrator.

Section 16.5.1 Immediate family shall be defined as spouse, child (natural, step or adopted, or in-law), parent, parent-in-law, siblings (natural, step or adopted), grandparents, grandparents-in-law, and grandchildren (natural, step, adopted).

Section 16.6 Family Medical Leave.

The City will grant job-protected family and medical leave to all eligible employees in the bargaining unit in accordance with the Family Medical Leave Act.

Section 16.7 Business Leave.

Members representing the Association, not exceeding two (2) in number, shall be granted leave from duty without any loss of pay for actual time spent for all meetings between the City and the Association for the purpose of negotiating wages, hours and working conditions and the terms of a contract, or for processing grievances when such meetings take place at a time during

which any such members are scheduled to be on duty. Actual time spent for meetings shall be limited to time spent in meetings and travel time.

ARTICLE 17 - LAYOFFS

In the event that it becomes necessary to layoff persons covered by this agreement, the City shall provide 60-days advance notice to the employee and Association. In case of personnel reduction, employee layoffs and recalls shall be determined in reverse order of seniority provided the senior employee is capable of performing the duties of the less senior employee.

ARTICLE 18 - HEALTH AND WELFARE

Section 18.1 Medical.

- a) The City shall make contributions under AWC HealthFirst Plan through February 28, 2014, Group Health \$10 Co-Pay Plan, and effective ~~March 1, 2015~~ the AWC HDHP HSA Qualified Medical Plan equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees. In 2014, 2015, and 2016 employees shall contribute fifty (\$50.00) dollars per month towards the premium. The deductions shall be made under an IRS Section 125 Plan. As of January 1, 2017, employees will no longer make a monthly contribution towards the premium (\$0).
- b) As an alternative to AWC HDHP HSA Qualified Medical Plan at an employee's option, an employee may choose to participate in Group Health \$10 CoPay Plan. If an employee chooses Group Health \$10 CoPay Plan, the City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees.
- c) Should any City employee covered by the FLSA receive a better medical insurance benefit during the life of this Agreement, the same benefit shall be offered to the

Association.

Section 18.2 Dental.

- a) The City shall make contributions under AWC Dental Plan “E” equal to the cost of the premium for Plan “B” necessary to provide employee and dependent coverage on behalf of every full time employee and on a pro-rata basis for part time regular employees. The City will deduct the difference in the cost of the premiums (Plan E plus Plan II rider vs. Plan B) from the employee’s pay. The City will provide the AWC Orthodontia Plan II rider to the Washington Dental Service plan.
- b) As an alternative to AWC Dental Plan “E”, at an employee’s option, an employee may choose to participate in the Willamette Dental \$10 Co-Pay Plan. If an employee chooses the Willamette Dental \$10 Co-Pay Plan, the City shall contribute an amount toward the cost of the premium equal to the cost of the premium for the AWC Dental Plan “B” to provide an employee and dependent coverage on behalf of full-time employees and on a pro-rata basis for part-time regular employees.

Section 18.3 Life.

The City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every full time employee \$40,000 worth of life insurance coverage under the AWC States West Plan.

Section 18.4 Long Term Disability.

The City shall provide long-term disability to all full time employees at no cost to the employees under AWC’s Standard Insurance Option 1.

Section 18.5 Vision.

The City shall make contributions under the AWC Vision Service Plan Option 1 (Full Family - \$0 deductible) and the Second Pair Plan Rider equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employee.

Section 18.6 Health Savings Account (HSA).

- (a) Commencing March 1, 2015, the City will offer participation in a Health Savings

Account (HSA) for those employees who choose to enroll in AWC HDHP HSA Qualified Medical Plan under Section 18.1. The City shall annually contribute \$1,500.00 into the HSA for an employee only, and \$3,000.00 for an employee with family, regardless of number of dependents. Payment into the employee's established HSA account will be made in one annual installment, first on March 1, 2015, then January 1 each year thereafter through 2017, provided the employee is employed by the City on each payment date. The employee shall be responsible for establishing their own HSA account with the financial institution of their choice and be responsible for all fees for setting up and maintaining the HSA account.

Section 18.7 Voluntary Employees' Beneficiary Association (VEBA).

(a) The City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c)(9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's health insurance plans as described in subsection 1 of this Article.

(b) For those employees who have enrolled in the AWC HDHP HSA Qualified Medical Plan and choose to maintain an active VEBA account rather than establishing an HSA account, the City shall annually contribute \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, into the employee's established VEBA account. Payment into the employee's VEBA account will be made in one annual installment, first on March 1, 2015, then January 1 each year thereafter through 2017, provided the employee is employed by the City on each payment date.

Section 18.8 Medical Bridge Fund

Commencing March 1, 2015 once an employee is subscribed to the AWC HDHP HSA Qualified Medical Plan, the City will self fund a medical bridge health reimbursement arrangement under Section 105 of the Internal Revenue Code for for all participating employees and dependants at a rate of \$2,400.00 for employee only coverage and \$4,800.00 for family coverage regardless of number of dependents. The medical bridge amount shall be funded at a

level sufficient to assuming the City had to pay out during the calendar year the full amount for every bargaining unit member and family member that is in the AWC HDHP. The bridge amount may only be used after the annual deductible amount of \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, on the AWC HDHP has been reached, and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year out of pocket maximum amount. The bridge is not cumulative each year. The bridge amount shall be adjusted each year to take into account any increases in the start amount for 100% payment of claims. By way of example, if the out of pocket maximum on the HDHP is increased by \$1000, then the medical bridge plan would be increased by \$1000. Probationary employees shall not be included in the HSA until the 1st day of the month in which the employee is covered under the City health care plan.

ARTICLE 19 - MISCELLANEOUS

Section 19.1 Tuition Reimbursement.

Upon satisfactory completion of a “C” grade or higher or “Pass” (in a pass/fail grading system) of each class in a City-approved field of study, the City shall reimburse the employee 50% of the cost of tuition for that term; provided however, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. The City will develop a tuition reimbursement program working closely with the DuPont Employee’s Association. Upon completion and approval of the program, both parties agree to re-open and discuss the terms of this contract.

~~**Section 19.2 Training**~~ City-approved fields of study shall be courses that contain skill and/or knowledge needed within the job descriptions of the employee and courses of study offered by educational institutions that prepare for degrees that develop the employee abilities needed within the job description and employee advancement.

Section 19.2.1 The City shall pay all cost of classes, training and reference materials necessary to obtain or maintain required certifications.

Section 19.2.2 The City shall provide industry standard training for all duties that

employees are required to perform.

Section 19.2 Mileage Reimbursement.

The City shall reimburse employees who are required to use their private vehicles for callbacks or other approved City business at the Washington state rate per mile.

Section 19.3 Travel Expense Reimbursement.

The City shall reimburse employees for reasonable and customary expenses actually incurred in connection with the business of the City, including lodging and travel expenses while away,. Tips, not to exceed fifteen percent (15%), for taxis or baggage handling are reimbursable. Employees shall be provided with a daily per diem for meals, not to be used for any alcohol beverages. Reimbursements will be made in compliance with the City's Travel Policy when all necessary requirements have been fulfilled.

Section 19.4 Outside Employment.

Employees may engage in outside employment which does not present a conflict of interest with or which is not incompatible with the employee's duties to the City. Employees shall provide the City with at least one (1) week's advance notice of the outside employment or as soon as possible if the employment opportunity becomes available to the employee in less than one (1) week.

Section 19.5 Paid Lunch.

An employee required to work through regular meal break will be given time to eat at a time agreed upon by the employee and their supervisor which is scheduled as near the middle of the employee's shift as practical, given the demands of the day's work. In the event the City requires the employee to forego a meal break, the employee shall be compensated for the foregone meal at the employee's appropriate rate of pay.

Section 19.6 Job Descriptions.

The City and Association understand that both the employee and the City benefit from the employee understanding his/her job duties. To that end, the City and Association shall work jointly to develop job descriptions for positions within the City.

ARTICLE 20 - ON-CALL

Section 20.1

Any employee required to be on-call during the employee's off-duty hours, shall receive an extra three hundred (\$300) per month. No employee shall be required to be on-call for more than seven (7) consecutive calendar days in any twenty-eight (28) consecutive calendar days, except in the case of an emergency.

Section 20.2

An on-call employee shall make every reasonable effort to respond to the City of DuPont within thirty (30) minutes of receipt of notice to come to work.

Section 20.3

Employees may voluntarily agree to be on-call for more than seven (7) consecutive calendar days per Section 1 above and/or employees may trade on-call weeks for the convenience of the employees so long as the City does not incur any additional expense as a result of the trade of on-call weeks.

Section 20.4

All other provisions of this Collective Bargaining Agreement apply to any on-call employee.

Section 20.5

On-call personnel will be provided a City-owned vehicle for on-call response (and during breaks).

ARTICLE 21 - SAVING CLAUSE

Section 21.1

If any article or section of this Agreement should be held invalid by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE 22 - TERM OF AGREEMENT

Section 22.1 Term.

This Agreement and all economic provisions shall be effective from January 1, 2014, and shall remain in full force and effect until December 31, 2017, and shall continue in effect during the period of negotiations until a successor Agreement is reached subject to the City's rights under RCW 41.56.123(1).

Section 22.2 Renewal.

This Agreement shall automatically renew from year to year thereafter unless either party shall notify the other party, in writing, by August 1, 2017, that the notifying party wishes to modify the Agreement.

DATED this 27th day of January, 2015.

FOR THE CITY OF DUPONT

**FOR THE DUPONT EMPLOYEES'
ASSOCIATION**

Michael Grayum, Mayor

Scott Hein, President

Thomas E. Danek, Jr., City Administrator

Amy Walker, Vice President

Reviewed as to form:

Reviewed as to form:

John P. Long, Jr. City, Attorney
City of DuPont

Sean Lemoine, Attorney
DuPont Employees' Association

Appendix A

Wage Matrix

Applicable only for non-exempt personnel employed as of December 31, 2013.
Following this date, positions filled may be reclassified, subject to appropriate collective bargaining rights.

Effective January 1, 2015, the base wage rates will be as follows:

| STEP -> | A | B | C | D | E | F | G | H | I | 6-Month step increase (per hour) |
|----------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|
| | \$13.78 | \$14.26 | \$14.71 | \$15.18 | \$15.66 | \$16.12 | \$16.60 | \$17.07 | \$17.53 | \$0.49 |
| -General Clerical -Receptionist | \$15.50 | \$16.04 | \$16.56 | \$17.08 | \$17.61 | \$18.15 | \$18.67 | \$19.20 | \$19.73 | \$0.54 |
| -Police Records Clerk -Maint. Wkr I - Utility Billing Clerk | \$17.73 | \$18.33 | \$18.93 | \$19.54 | \$20.14 | \$20.75 | \$21.34 | \$21.94 | \$22.55 | \$0.60 |
| -Events & Rec Coordinator -Police Records Specialist -Administrative Support -Deputy City Clerk | \$18.94 | \$19.60 | \$20.25 | \$20.90 | \$21.54 | \$22.20 | \$22.85 | \$23.50 | \$24.14 | \$0.66 |
| -Maint Wkr II | \$21.46 | \$22.20 | \$22.92 | \$23.64 | \$24.39 | \$25.12 | \$25.86 | \$26.59 | \$27.32 | \$0.73 |
| -Permit Technician -Sr. Accounting Clerk | \$21.49 | \$22.22 | \$22.97 | \$23.69 | \$24.43 | \$25.16 | \$25.90 | \$26.63 | \$27.36 | \$0.73 |
| -Entry/Asst Planner -Finance Specialist | \$22.39 | \$23.14 | \$23.91 | \$24.67 | \$25.43 | \$26.21 | \$26.96 | \$27.73 | \$28.48 | \$0.74 |
| -Administrative Asst. -Maint Wkr III/ Water Spec | \$24.11 | \$24.94 | \$25.75 | \$26.57 | \$27.41 | \$28.22 | \$29.03 | \$29.87 | \$30.68 | \$0.83 |
| -Building Inspector I | \$24.66 | \$25.48 | \$26.33 | \$27.16 | \$28.01 | \$28.86 | \$29.70 | \$30.53 | \$31.37 | \$0.82 |
| -Asst. Building Official -Public Works Supervisor | \$27.46 | \$28.40 | \$29.32 | \$30.25 | \$31.20 | \$32.14 | \$33.08 | \$34.01 | \$34.96 | \$0.93 |
| - Accountant | \$27.55 | \$28.49 | \$29.44 | \$30.38 | \$31.31 | \$32.26 | \$33.18 | \$34.12 | \$35.07 | \$0.94 |
| -Senior Planner | \$29.75 | \$30.75 | \$31.77 | \$32.76 | \$33.74 | \$34.76 | \$35.73 | \$36.74 | \$37.74 | \$1.00 |
| -Building Official | \$32.50 | \$33.59 | \$34.71 | \$35.81 | \$36.92 | \$38.06 | \$39.14 | \$40.26 | \$41.35 | \$1.09 |

Appendix B
Market Wage Adjustment

1. The following cities were used for an average comparison of wages:
 - a. Edgewood
 - b. Fife
 - c. Fircrest
 - d. Gig Harbor
 - e. Milton
 - f. Steilacoom
 - g. Sumner

2. For each of the positions currently filled the wage paid by the city was compared to the average as reported by the Association of Washington Cities 2014 salary survey. Any positions with a difference in salaries as compared to the average of more than 10% were examined. The wage schedules for these positions were then adjusted to be with 7% of the average.

3. Detail of the adjustment at the top of the range
 - a. Events and rec coordinator: \$0.98/hour
 - b. Permit technician: \$1.03/hour
 - c. Building inspector: \$1.49/hour
 - d. Public Works supervisor: \$2.03/hour
 - e. Building official: \$4.02/hour

