

**AGREEMENT BETWEEN
CITY OF RICHLAND
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 77
AFL-CIO**

2015 – 2017

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
1.0	Term and Scope of Agreement	1
2.0	Union Membership, Checkoff and Representation	2
3.0	Management Rights	4
4.0	Recognition	5
5.0	Division Definitions	6
6.0	Contracts	6
7.0	Grievances and Arbitration	7
8.0	Hours and Meals	8
9.0	Overtime and Call-Out	9
10.0	Attendance Policy	12
11.0	Paid Time Off and Extended Sick Leave	13
12.0	Holidays	18
13.0	Other Leaves and Compensatory Time Off	19
14.0	Climbing Allowance	21
15.0	Insurance Benefits	21
16.0	Working Rules for Line and Substation Crews	26
17.0	Standby	27
18.0	Discipline	28
19.0	Seniority, Force Reduction and Rehire	28

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
20.0	Apprenticeship	31
21.0	General Statement	31
22.0	Drug and Alcohol Testing Policy	31
23.0	No-Smoking Policy	31
24.0	Commercial Driver's License	32
	Signatures	33
	Appendix A – 2015-2017 Classifications and Wages	34
	Appendix B – PTO/Vacation Donation Transfer Form	36

**2015 - 2017
COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF RICHLAND AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77**

PREAMBLE

This Agreement is made and entered into by and between the City of Richland, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, as bargaining agent for all employees of the City covered by the Agreement, hereinafter called the "Union".

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common-sense methods.

1.0 -- TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be effective December 29, 2014 and shall remain in full force and effect through December 24, 2017 unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.

Furthermore, the parties agree to a labor-management clause limited to health coverage, cost and modification of other benefits upon the agreement of both parties. After January 1, 2016, either party may propose to submit the Agreement to labor-management committee for purposes of assessing the most cost effective methods of providing health coverage while complying with the Affordable Care Act (ACA) and avoiding penalties or taxes imposed by the ACA. The parties agree to regularly meet in labor-management in a good faith attempt to resolve the ACA issues. If agreement cannot be reached in labor-management meetings within 120 calendar days, but no later than January 1, 2017, that avoids ACA liability, then either party may re-open the Agreement to amend the provisions driving such liability.

During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, subject to applicable law.

1.2 Savings Clause

Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If during the term of this Agreement laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

2.0 -- UNION MEMBERSHIP, CHECKOFF AND REPRESENTATION

2.1 All employees of the City within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not be construed as denying the City the right to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.

2.2 The City will deduct membership dues or representation fees and pay to the Union from the wages of all employees who in writing have authorized the City to do so and submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.

2.2.1 Such authorization shall be effective not earlier than the month following the one in which the card is submitted to the City. Any change in union dues shall take effect the first of the month following receipt of written notice to the City, provided said notice is received at least twenty (20) days prior to said 1st of the month. The dues shall be deducted from wages earned, including vacation pay.

2.3 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this particular section. The Union shall not be responsible for any claims arising from errors, omissions, or negligence of the City.

2.4 An employee elected or appointed to office in the Local Union No. 77 which requires a part or all of the employee's time shall not lose their established seniority with the bargaining unit, as defined in Article 5.0, and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

2.5 The City shall furnish bulletin boards for the use of the Union for posting Union announcements and data. All bulletin board postings shall be approved in advance by a Union Steward.

2.6 Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by Local Union No. 77 of the IBEW, nor shall any form of discipline be brought against any employee refusing to pass through such picket lines provided, that:

2.6.1 The picket line has had prior approval of the Local Union and is sanctioned by the appropriate Central Labor Council.

2.6.2 Employees shall be required to serve a customer who is not the object of the picketing. The Union will not refuse to service City owned equipment after the pickets are removed.

2.6.3 The Union recognizes that the City has an obligation which may require the dispatching of Union exempt personnel to perform work which is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. The Union agrees that in addition to the provisions above the Union shall not interfere with exempt personnel so dispatched. It is understood that any Union employee willfully ignoring this understanding removes himself from the protection afforded above. The Union will not bring charges through Union government, against any exempt employee who is following a directive issued by the City management and which requires the crossing of a legal picket line.

2.7 Representatives of the Union, previously accredited to the department in writing by the Union shall be permitted to come on the premises of the department for the purpose of investigating and discussing grievances if they first obtain permission to do so from the City, provided the Union representative does not interfere with the work of the employee.

2.8 For the purposes of negotiating new/successor Agreements, the Union negotiating team will be provided one hundred fifty (150) total hours of City paid Union time to be shared among all Union negotiating team members for the purpose of bilateral negotiations with the City and related caucus or preparation time needed once negotiations for the successor Agreement has commenced. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

2.9 The City will recognize two (2) stewards selected by the Union from employees within the bargaining unit who have completed their probationary period. The Union shall inform the Human Resources Director in writing of the names of the business representative, stewards and their area of representation. Only persons so designated will represent the Union. The Union shall give the City five (5) days advance written notice of any change of Union representation.

2.9.1 Union stewards may, after receiving permission from their supervisor and notification to the visitation supervisor, visit the work locations of employees covered by this Agreement for the purpose of investigating any potential grievance and/or misinterpretation or violation of this agreement.

2.10 All Union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other Union activity during work hours.

2.10.1 Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than in Article 2.10.2.

2.10.2 The steward or employee involved in processing a grievance during employee regular working hours shall not lose pay for reasonable time, as determined by the employee's supervisor, spent in such discussion. International Union representatives may participate as deemed necessary by the Union. Additional Union representatives may participate in grievance meetings with the prior consent of the Human Resources Director.

2.11 The City agrees not to discriminate against any member of the Union for the employees activity on behalf of or because of membership in the Union as expressly provided in this Agreement.

3.0 -- MANAGEMENT RIGHTS

3.1 Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise expressly provided by the terms of this Agreement.

3.2 In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

3.3 The City retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to permanently or temporarily increase or decrease the workforce to plan, direct, control, curtail, discontinue, or increase operations, to grant voluntary benefits, to maintain order and efficiency, including but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, or to promote safety among the employees and for the public, and to provide services to the citizens and to regulate the conduct among the employees.

These rights are subject only to the written terms of this Agreement, and any and all established or implied rights of the City, the Union or the employees. The City recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the City has no obligation to bargain over its exercise of these core management rights recognized by applicable law to be within unilateral management discretion.

4.0 -- RECOGNITION

4.1 Unit Description

The types of employment covered by this Agreement are listed below. The City hereby recognizes the Union as the exclusive bargaining agent for classifications enumerated in Appendix A. It is understood that supervisors are not bargaining unit employees.

4.2 Regular Full-Time Employees

Regular full-time employees shall mean employees who occupy budgeted positions, work a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A, and have successfully completed their probationary period.

4.3 Temporary Employees

Temporary employees shall mean employees who are employed to assist with unusually high workloads or temporary job vacancies due to injuries, illnesses, or other extenuating circumstances. Temporary employees will not be employed for more than six (6) months consecutively without written approval by the Union.

In the event a temporary employee is continuously employed more than six (6) months, that employee shall be afforded enrollment rights into a City-designed minimum Essential Coverage Plan that meets the requirements of the ACA. The City and the employee shall each pay fifty percent (50%) of the employee and child premiums and the employee shall pay one hundred percent (100%) of the spouse premium.

An employee paid under the Northwest NECA-IBEW Local 77 or Local 112 Collective Bargaining Agreement rates will be afforded an opportunity to enroll in the Essential Coverage Plan when meeting the eligibility requirements. Unless the employee voluntarily chooses to opt out of City Essential Coverage, they will forfeit the component of the NECA-IBEW wage pertaining to medical benefits when the employee elects enrollment.

Temporary employees will be paid the hourly rate as listed by job classification in Appendix A except temporary employees working in like job classifications to those listed in the Northwest NECA-IBEW Local 77 and NECA-IBEW Local 112 Collective Bargaining

Agreements (CBAs) will be paid the hourly rate, plus a payment in lieu of benefits as expressed and in effect in the Northwest NECA-IBEW Locals 77 and 112 CBAs. Example: construction rate plus amount in-lieu of benefits equals straight-time hourly rate. Upon request, the Union will provide the City with the recognized wage schedules/rates for temporary employees.

Temporary employees are entitled to wages and working hours covered by the provisions of this Agreement; however, are not subject to any additional provisions or benefits provided for in this Agreement unless specifically stated in writing.

4.4 Communication and Notices

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Director
2700 Duportail
Post Office Box 190
Richland, Washington, 99352

To the Union

Business Representative
2626 West Clearwater Avenue
Kennewick, Washington 99336

5.0 -- DIVISION DEFINITIONS

5.1 For the purposes of this Agreement, the term Energy Services Department will be used to refer to all three divisions outlined as follows:

- 1) Power Operations Division;
- 2) Systems Division;
- 3) Technical Services Division.

5.2 The Purchasing & Warehouse Division is within the Administrative Services Department.

6.0 -- CONTRACTS

6.1 All maintenance, plant additions, alterations, and changes of electrical substation and distribution facilities shall normally be done by employees of the City of Richland covered by this Agreement. The City retains the right to enter into contracts for the furnishing of work to the City as set forth in State laws.

The City also retains the right to enter into contracts for the furnishing of work to the City when work is available for all regular fulltime employees of the City of Richland covered by this Agreement or when the City does not have either the required equipment or personnel to perform the work.

6.2 The City shall make appropriate provisions in any Agreement entered into with any contractor or subcontractor for the furnishing of work to the City that such contractor or subcontractor shall conform with the current and prevailing schedule of wages and conditions for the type and kind of work involved.

7.0 – GRIEVANCES AND ARBITRATION

7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

7.1.1 An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within fifteen (15) working days of its alleged occurrence to the employee's division head who shall give an answer in writing within seven (7) working days after it is presented to him.

7.1.2 If the employee or employees are not satisfied with the solution by the division head, the grievance, in writing, may be presented within seven (7) working days after receipt of the division head's response to the Department Director who shall give an answer in writing within seven (7) working days after it has been presented to Department Directors. The grievance shall be signed by the aggrieved employee and/or Union Steward and shall state the issue, the section of the contract allegedly violated, if any, the facts pertaining to the matter, and the remedy sought by the aggrieved employee and/or Union.

7.1.3 If the employee is not satisfied with the solution by the Department Director, the grievance, in writing, together with all other pertinent material may be presented within twenty-one (21) working days after receipt of the Department Director's response to the City Manager by the employee or Union representative.

7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the City Manager within twenty-one (21) working days after it is presented to him/her, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty-two (42) working days after its presentation to the City Manager.

7.2 Arbitration

In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) working days following the above said demand for arbitration, the demand may be filed with the American Arbitration Association (AAA). The demand for arbitration shall request American Arbitration Association (AAA) submit a list of nine (9) arbitrators for consideration of the parties. Should the parties be unable to agree on a selection from the list, the parties shall alternatively strike one (1) person from the list until only one (1) name is remaining. Such person shall be appointed as the arbitrator. It shall be the function of

the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render the decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond the arbitrator's jurisdiction. The expenses of the arbitrator (arbitrator's fee and arbitrator's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation and presentation of any arbitration procedure.

7.2.1 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or to change any of the present provisions of this Agreement.

7.2.2 None of the foregoing is intended to mean that either the Union itself or the City itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union and the City to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

8.0 -- HOURS AND MEALS

8.1 Eight (8) hours of work shall constitute a days work. The work day shall start at 7:00 a.m. and continue until 3:30 p.m. with one-half (1/2) hour from 12:00 noon to 12:30 p.m. to be designated as lunch period. The work week shall be from Monday morning at 7:00 a.m. until Friday at 3:30 p.m. The one-half (1/2) hour may be changed to one hour by Agreement between the City and the Union.

8.1.1 Employees will report for work on time and ready to begin work at the designated starting time.

8.1.2 When employees return to the shop at end of day (or in the event he or she returns to the shop for lunch), employees will not do so earlier than ten (10) minutes before the scheduled break in work time.

8.1.3 Rest breaks shall be taken at the job site unless it is necessary to do otherwise (weather, facilities, and likewise), and shall be fifteen (15) minutes each in the morning and afternoon.

8.2 Lunch Period

The total amount of time to be allowed for the lunch period, excluding clean-up time outlined in Section 8.1.2, shall be one-half (1/2) hour, from 12:00 noon to 12:30 p.m.

8.3 Meal time shall be 6:30 a.m. for breakfast, 12:00 noon or 12:00 midnight for lunch, and 6:00 p.m. for dinner. Any employee called from the employee's home at hours other than the employee's regular hours or held over after work shall be furnished a hot meal at the hours stated herein or as near to these stated hours as practical.

8.3.1 On any day when work is being performed away from the City shops, the employee(s) shall eat his or her lunch at the job site (or nearby, so long as it does not require tear-down/set-up of the job site/equipment), unless permission to do otherwise is granted by the City.

8.3.2 The employee working overtime shall have worked a minimum of two (2) hours before a meal will be required. Meals required herein shall be at an eating establishment within the service area of the Energy Services Department. It may be found that there is no available place open in which to eat. The City will compensate the employee in the amount of \$10.00 each meal missed under such conditions.

8.3.3 Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.

8.3.4 It is recognized that at times weather conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area. The intent of this provision is to reaffirm the willingness of the City and Union to recognize inclement weather as a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of weather conditions.

9.0 -- OVERTIME AND CALL-OUT

9.1 Employees paid on an hourly rate shall be paid for overtime at the double time rate for all time worked other than the regular day or shift; overtime to begin when employees are called for work and end when they return to the place from where called.

9.2 Employees required to work during their normal meal period shall receive the overtime rate of pay for that portion of the meal period that they work. The actual amount of time used during the regular eight (8) hour work day for a meal shall be deducted as unpaid time from the total work day time in computing the day's compensation. If an employee is assigned a substitute meal period, replacing the regularly scheduled lunch period, and if said substitute meal period ends at least one (1) hour after the beginning of the regularly scheduled meal period, then said employee shall be paid for the substitute meal period, with no deduction being made from the regular eight (8) hour work day.

9.3 Employees shall receive an amount equal to not less than four (4) hours pay at the straight time rate when called out from their homes at times other than regular working

hours. Employees shall be paid the regular overtime rates from the time they are called until they are returned to their homes.

Employees will not be entitled to more than one (1) minimum call-out pay (four (4) hours straight time) in any two (2) hour period initiated by a call-out. Work performed immediately after and in conjunction with the end of regular work hours does not qualify for the minimum call-out pay.

9.4 Minimum Rest Periods

9.4.1 Equal time off (rest period) for work between 10:00 p.m. and 6:00 a.m. Any employee who works any overtime between 10:00 p.m. and 6:00 a.m. will be entitled to an aggregate of eight (8) hours rest before reporting for work for their regular schedules. If such rest period should overlap the employee's scheduled workday, he/she will suffer no loss in pay for the time of such overlap.

9.4.2 For work extending into next regular shift, employee would receive equal rest time taken immediately following the completion of the work that caused the need for rest time or, with the approval of the employee's supervisor, at the end of that day's work.

9.4.3 If equal time off results in less than two (2) hours remaining in regular shift, then employee will not be required to report for work with no loss of pay.

9.4.4 If an employee is required, by mutual consent, to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.

9.4.5 An employee, who has worked continuously 16 hours or more, will be entitled at end of work assignment to eight (8) hours continuous hours of rest before reporting for the normally scheduled work day. He/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.

9.5 Employees shall receive the overtime rate for all hours worked before 7:00 a.m. and after 3:30 p.m. and all day Saturday or Sunday. In the event that the work day is extended from 3:30 p.m. to 4:00 p.m., as per the provisions of Section 8.0, employee shall then receive the overtime rate of pay for all hours worked before 7:00 a.m. and after 4:00 p.m.

9.6 Scheduled overtime or overtime which is the continuation of a regular shift will be manned in the following manner: the employees will be asked to volunteer beginning with the qualified employee with the least amount of overtime and working toward the employee with the most overtime. If there are no volunteers, the least senior qualified employee shall perform the required overtime. For overtime scheduled on the employee's regularly scheduled day off, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

9.7 Headquarters

Employees shall travel from shop to shop on City time and shall report at shop headquarters in which they are regularly employed.

9.8 Payday

The City will pay employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any pay day falls on a holiday, the preceding day shall become the pay day.

9.9 Safety

The applicable rules and regulations promulgated by the State of Washington shall apply and become a part of this Agreement.

9.10 High Time

9.10.1 Work performed seventy-five (75) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.10.2 Work performed at City playfields sixty-five (65) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.11 Relief From Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action. The City may place employees on Paid Administrative Leave during investigatory proceedings.

9.12 Temporary Assignment

A qualified employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment.

10.0 -- ATTENDANCE POLICY

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this article is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

10.1 Employees may be subject to disciplinary action for Unscheduled Paid Time Off (PTO), as specified in Section 11.1.4, abuse which indicates a pattern of habitual absence.

10.2 Unscheduled PTO abuse occurs when Unscheduled PTO is taken for other than the approved reason originally given; the employee fails to comply with notification or documentation requirements; the employee is excessively absent from work on an unscheduled basis and reaches one of the following thresholds:

10.2.1 Unscheduled PTO use of more than eight (8) days in an accrual year.

10.2.2 Use of Unscheduled PTO which indicates a pattern in conjunction with vacations, holidays, frequent single day absences or accrue it/use it patterns.

10.2.3 Some examples which would not be considered Unscheduled PTO abuse are, FMLA leaves, work place injury and medical provider ordered confinement in excess of three (3) or more days.

The above also applies to grandfathered sick leave.

10.3 Action Step 1

When an employee exceeds any of the thresholds, the employee's immediate supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. This meeting will constitute a verbal warning.

10.4 Action Step 2

Should the problem continue, progressive discipline may commence in accordance with the City of Richland Code of Employee Conduct.

11.0 -- PAID TIME OFF AND EXTENDED SICK LEAVE

Effective February 24, 2003, Paid Time Off (PTO) was provided to employees in lieu of vacation and short-term sick leaves. In addition to PTO, an Extended Sick Leave (ESL) bank was created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) floating holiday (eight (8) hours are included in the PTO accrual rate calculation); 2) doctor and dentist appointment leave; and 3) bereavement leave.

11.1 Paid Time Off (PTO)

11.1.1 Full Time Accrual Rate

PTO hours accrue based upon the actual number of regular paid hours.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 9 years	18.67
10 years through 15 years	20.67
16 years through 20 years	22.67
21 through 25 years	24.67
Over 25 years	26.67

11.1.2.1 Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the 500 hour limit by December 31 of each year. Any balances in excess of 500 hours will be reduced to 500 hours at that time.

11.1.2.2 Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

11.1.2.3 Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

(1) Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) days in advance. Once PTO has been

scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) day advance notice requirement. Obtaining prior approval constitutes scheduled leave. Employees are encouraged to request leave earlier than three (3) days in advance to assist in the smooth operation of the department.

(2) Unscheduled

Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy, fifteen (15) minutes prior to the beginning of his/her scheduled work shift.

Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.

The employee must keep his or her division supervisor informed of a medical condition. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.

Work Related Illness or Injury

Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.1 Disability Leave herein.

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (nature, adopted and step); parent, guardian grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew or cousin.

11.1.5 Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- (1) The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out; beginning January 1, 2016, employee must have 100 hours of PTO remaining in his or her accumulation account after said buy-out;
- (2) The employee must have taken at least five (5) consecutive scheduled days off in the twelve (12) months preceding the buy-out;
- (3) The minimum cash buy-out is twenty (20) hours and the maximum is sixty (60) hours; limited to one (1) time per calendar year;
- (4) Employees may buy out an additional twenty (20) to sixty (60) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- (5) Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- (6) Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- (7) The City may modify the Buy-Out provisions in order to comply with IRS guidance regarding avoidance of tax liability for both City and employee. Employees are responsible for understanding the tax implications of such a buy-out.

11.1.6 Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

11.1.7 Donation and Transfer of PTO

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds

sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue PTO or ESL while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify his or her division head in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The division head shall forward the request to Human Resources for approval.

The Human Resources Department is responsible for approving the request and forwarding the PTO Donation Transfer Form-IBEW (see Appendix B) for organizational wide notification and distribution.

Employees donating PTO Leave will be required to maintain a PTO balance of at least 200 hours after the transfer of leave and, employees may not donate more than 100 hours per year of their PTO balance. Beginning January 1, 2016, employees donating PTO leave will be required to maintain a PTO balance of at least 100 hours after the transfer of leave, and employees may not donate more than 100 hours per year of their PTO balances.

PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.

If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

11.2 Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member.

11.2.1 Full-time Accrual Rate

Effective the first payroll period of 2009 (December 22, 2008), ESL will accumulate at a rate of four (4) hours per month. In addition, ESL banks will be credited with 100 hours for employees hired prior to January 1, 2006, and 200 hours for employees hired on or after January 1, 2006.

11.2.2 Accumulation Limit

Effective the first payroll period of 2012 (December 19, 2011), accumulation of ESL shall be limited to 600 hours.

11.2.3 Proration

Leave accrual limits for scheduled part-time employees are prorated based on scheduled hours.

11.2.4 Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted, and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous working hours. It may be used retroactively if the condition persists for over eighty (80) working hours and Paid Leave was originally requested.

Under special circumstances and with approval of the Human Resources Director, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation.

ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

11.2.5 Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

11.2.6 Donation of ESL

ESL cannot be donated.

11.3 Grandfathered Sick Leave

All existing sick leave accumulated prior to January 1, 2003 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury.

Twenty-five percent (25%) of unused Grandfathered Sick Leave shall be contributed to the ICMARC Retirement Health Savings (RHS) Program upon service related retirement, not to exceed five thousand dollars (\$5,000.00).

12.0 -- HOLIDAYS

12.1 Ten (10) holidays with pay shall be as follows:

<u>HOLIDAY</u>	<u>DATE TO BE OBSERVED</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve	Day before observance of Christmas
Christmas	December 25

NOTE: The eight (8) hour floating holiday was included in the PTO accrual rate calculation.

12.2 When one of these holidays falls on Sunday, the Monday following shall be the holiday. When one of these holidays falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls within an employee's vacation period the holiday shall extend the vacation period.

12.3 All work on holidays mentioned herein shall be paid at the rate of overtime in addition to holiday pay.

12.4 In order to be eligible for holiday pay as specified herein, the employee must work their last scheduled work day prior to the holiday and then first scheduled work day after the holiday. Excused absence the day prior to and/or the day after the holiday will be considered a day worked for the purpose of holiday pay eligibility.

13.0 -- OTHER LEAVES AND COMPENSATORY TIME OFF

13.1 Disability Leave

In the case of any disability which is covered by State Industrial Insurance or Workers' Compensation, the City will pay to such disabled employee an occupational disability allowance equal to 100% of the employee's regular straight-time wages for the first five (5) days (40 hours) of covered disability. The City will continue to pay 80% of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) working days to include time worked in light duty assignments. After the 260 working days additional disability payments will be issued by the City's Workers' Compensation Third Party Administrator based on continuing eligibility and rates established by the State of Washington Industrial Insurance. Cumulative PTO, Grandfathered Sick or ESL may be used to make up the difference between 80% straight-time wages and 100% of employee's base salary at the employee's option. At no time will the occupational disability allowance of 100% or 80% wages be less than the net mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the allowance which exceeds Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

PTO and ESL shall continue to accrue while an employee is receiving the occupational disability allowance. No paid leave shall accrue while an employee is on leave without pay.

13.2 Military Leave

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

13.3 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid his or her base pay during the absence less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

13.4 Family Leave

The City may implement a policy that complies with federal, state and military leave laws. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

13.5 Unpaid Leaves of Absence

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

13.5.1 A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's paid leave. During such leave, the employee will not accrue PTO or ESL, or receive any other benefits, and the employee's seniority will be frozen.

13.5.2 Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

13.6 Leave to Attend Funerals of City Employees

Regular full-time employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

13.7 Compensatory Time Off Program

A new Compensatory ("Comp") Time Off Program shall be established, to be phased in over three years. The parties agree to work cooperatively to address staffing resources and/or scheduling issues to mitigate any potential challenges which result from the Comp Time Program. The City shall establish administrative procedures including time reporting codes, dates for "blackout" during which no new Comp Time can be earned, and dates by which all unused Comp Time shall be cashed out in a regular payroll cycle and process. In no event will unused Comp Time be carried over into the next year; all Comp time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City). Requests to use Comp Time for time off shall follow the PTO request process and criteria. The City shall target the November/December timeframe for such administrative processes.

Comp Time Phase In:

2015 = 10 Hours OT Deferred, 20 Hours Comp Time Taken;

2016 = 15 Hours OT Deferred, 30 Hours Comp Time Taken;

2017 = 20 Hours OT Deferred, 40 Hours Comp Time Taken.

14.0 -- CLIMBING ALLOWANCE

Employees classified as journeyman lineman (M-F), Service Crew Foreman (M-F) and Senior Crew Foreman (M-F) will receive 1.5% additional pay for all hours worked plus leave hours. Climbing Allowance does not apply to leave pay-outs or buy-outs.

15.0 -- INSURANCE BENEFITS

15.1 Health Insurance

15.1.1 Regular Full-time Employees – Primary Health Coverage

For Full-time employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The Primary plan is a Preferred Provider Organization Plus (PPO+). The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

Employee's Elected Tier	2015	2016	2017
Employee Only	10%	11%	12%
Employee & Spouse	10%	11%	12%
Employee & Child /Children	10%	11%	12%
Employee, Spouse & Child /Children*	10%	11%	12%

**Cap on Employee, Spouse & Child/Children tier:*

2015 = \$153, 2016 = \$162, 2017 = \$194

Effective January 1, 2016, the PPO+ deductible will be \$500 Individual/\$1500 Family, and the Office/Specialty Co-pay will be \$20.

15.1.2 Essential Plan Health Plan Coverage

Employees eligible for the City's Essential Plan Health Coverage will contribute 50% of the Employee cost when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in

the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the cost for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or domestic partner in the plan, and the employee shall pay the full cost of the premium.

Also, the City will allow IBEW members the option to enroll in a high deductible plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement. Such a Plan would be an additional option to the existing Primary Health Plan.

15.1.3 Vision

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.1.4 Dental

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.2 Life and Accidental Death & Dismemberment Insurance

The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

15.3 Long-Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to 60% of an employee's monthly base salary (not to exceed \$7,500 monthly benefit) and a waiting period of 90 days.

15.4 Deferred Compensation

In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 Plan.

The City will match an employee's contribution on a dollar for dollar basis up to four percent (4%) of base pay into the City's Section 457 and/or 401(a) plans. This deferred compensation match is in exchange for the efficiency gains agreed upon by the parties and the elimination of the IBEW Trust Fund.

If the City determines that any RHS contributions made by the City or employees are expected to contribute to excise tax liability due to the ACA, the City will cease future employee and employer RHS contributions (including payroll and sick leave conversions) and contribute an equal amount into either the Section 457 or 401(a) Plan based on individual employee election.

15.7 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System Commission.

15.8 Post Employment Health

Effective December 29, 2014, the Post Employment Health / Retiree Medical Plan and related programs will be modified and will affect employees/retirees as follows:

15.8.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan).

- 1) Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013, remained eligible for the Comprehensive Plan as modified January 1, 2013. (The Post Employment / Retiree Medical Plan was modified to a Comprehensive Post Employment Health / Retiree Medical Plan.)
- 2) For retirees enrolled in the Comprehensive Plan, the plan is tiered based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.
 - a. For active employees who were eligible to participate in the Comprehensive Plan, the City shall provide two separate individual-choice election period for optional buyout ("opt-out").
 - b. For period one, employees must elect to opt out in writing no later than February 2, 2015.
 - c. Conditioned upon 9 eligible employees opting out, and in consideration for concessions given, the wage increase for the contract will be:
 - 2015 – 2.3%
 - 2016 – 2.3%
 - 2017 – 2.3%

(If opt outs are greater or lesser than 9 in period one, the wage shall be adjusted accordingly, up or down, as follows: Depending on the number of employees electing the opt out by the deadline, the

additional base wage increase of 0.75% for the payroll year of 2015 will be prorated for all IBEW represented employees in accordance with the Proration Schedule. This proration retains the same economic package overall, and ensures that if 100% of the 22 who remain eligible for post-employment benefits choose to opt out, then all represented employees will receive the full additional 0.75% base pay for the first year of the Agreement beginning with the 2015 payroll year (the actual count of opt outs determines the additional % of base for everyone in accordance with the proration schedule.)

- d. For the second opt out period, employees must elect to opt out no later than December 28, 2015. Depending on the number of employees electing the buyout by the deadline, the additional base wage increase of 0.75% for the two remaining payroll years of the Agreement will be prorated for all IBEW represented employees in accordance with the Proration Schedule.
- e. In no case will additional adders be greater than 0.75% to base wage for each of the three years of the Agreement, assuming 100% opt out. Additionally, if the December 2015 opt out results in a higher adder to base wage for the second and third year of the Agreement than during the first year, there will be no retroactive increase to the base wage adder for the first year of the Agreement. If employees who are part of the 22 eligible for opt out separate service from the City prior to the final December 28, 2015 opt out, they shall be counted as an opt out for purposes of determining base wage adder on the Proration Schedule.
- f. For employees electing the opt out reimbursement program in (b) or (c) above, the opt out reimbursement is based on the employee's years of service since January 1, 2003, utilizing the same formula as was used in the prior contract buy-out option. For period one elections, the reimbursement shall be dispersed to the employee's RHS account in January 2015 based on the employee's rate of pay as of December 28, 2014. For period two elections, the reimbursement shall be dispersed to the employee's RHS account in January 2016 based on the employee's rate of pay as of December 27, 2015.
- g. For employees electing the opt out reimbursement program, effective the first day of the payroll year following the election, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored ICMA RHS account.

15.8.2 For employees hired on or after January 1, 2013, in lieu of eligibility for the Comprehensive Plan, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored ICMA RHS account and the employee shall contribute one percent (1%) to the same account.

15.8.3 Transition from RHS to Section 401(a) or Section 457 due to ACA: Effective January 1, 2017, both the employee and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines. If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee 1% contribution shall be voluntary by the employee.

15.8.4 Grandfather provision for former employees retired as of December 31, 2012:

Retirees already participating in the Post Employment Health / Retiree Medical Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Active Match Post Employment Health / Retiree Medical Plan. The retiree will continue to pay 50% of the City's *composite* rate as in the past. At each plan renewal year, the retiree will pay 50% of the composite rate.

15.9 ICMARC VantageCare Retirement Health Savings Program

For regular full-time employees, the City will contribute 0.5% of base pay to the ICMARC VantageCare Retirement Health Savings (RHS) Program.

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Plan (refer to Section 11.3 Grandfathered Sick Leave).

15.10 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account Program. The City will pay the administrative fee.

15.11 Optional Coverages

Employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits with prior notice to the Union.

The City shall make available as an employee option, supplemental life insurance for the employee, the employee's spouse and dependents. The cost for such insurance shall be entirely the responsibility of the employee.

15.12 Plan Administration and Employee Insurance Advisory-Only Committee (IAC)

It is understood the City is fiduciary and responsible for plan administration and associated decisions related to benefit plans. This shall include such matters as selection of brokers, carriers, and administrators as well as disbursement of all funds held in reserve or trust for group insurance purposes without regard to the source of such funds.

The City may formulate an IAC (to include IBEW representation), which shall operate under a charter and focus on recommendations for future plan design modifications, mitigation of potential excise tax, and to control healthcare cost escalation. The IAC may also develop ways to encourage wellness and High Deductible Health Plan (HDHP) enrollment. The IAC is a recommending committee and has no authority to bind the City, the IBEW, or other unions, or to implement changes desired by the IAC or its members.

16.0 – WORKING RULES FOR LINE AND SUBSTATION CREWS

16.1 All framing of poles on the job or in any pole yard shall be done by Journeymen Linemen with the assistance of groundman. The erection of poles shall be done by line crews. Heavy crew shall include at least two (2) Journeymen Linemen in addition to a Foreman. The stubbing of poles shall be done under the supervision of a crew foreman. Tree trimming along rights-of-way of transmission and distribution lines where there is a possibility of contact with the line shall be done only by Journeymen Linemen or qualified Journeyman Tree Trimmer.

16.2 The regular line equipment will be operated by a Head Groundsman/Heavy Equipment Operator. It is recognized that circumstances may make it necessary to deviate from this operating policy temporarily in case of absences from work. Employees qualified to operate equipment shall do so as required or assigned.

16.3 Whenever crews are combined temporarily so that the combined crews total more than four (4) men and involve more than one (1) Foreman, the senior Foreman shall then supervise. The other Foreman may do line work without reduction in pay.

16.4 There shall not be more than one (1) apprentice to every crew. The ratio of apprentices to journeyman shall be not more than one (1) to four (4). An apprentice must work under the supervision of a Journeyman.

16.5 The City shall replace gloves, hook straps, wing pads, hooks, body belts, safety belts, and small tools worn on the job. When they become worn out or otherwise inoperable as provided below, such equipment must first be brought to the appropriate non-union

supervisor. The appropriate non-union supervisor, with input from the crew foreman, will determine whether such equipment has become unusable through normal wear and tear, or was lost during extraordinary working conditions. If that is the case, the appropriate non-union supervisor will authorize replacement. Equipment which is rendered unusable through neglect or abuse must be replaced at the employee's expense. In that case, the City will purchase such tools and deduct the cost from the employee's paycheck. Coveralls shall be furnished for use by employees when assigned work involving handling of oils, paint, grease, or other like products. Each new apprentice-lineman promoted from the City's work force will be furnished a set of tools mentioned in this clause.

16.6 All cut-ins and cut-outs shall be done by Journeymen.

17.0 -- STANDBY

17.1 It is recognized that the operations of the Energy Services Department is not large enough to justify the employment of regular trouble men/women at night or over the weekends and on holidays; therefore a standby schedule for this service may be worked out mutually satisfactory to the Union and the City whereby a Journeyman Lineman will be available for trouble calls each night after regular hours and on Saturdays, Sundays, and holidays. Compensation for standby shall be thirty percent (30%) of the compensation for a forty (40) hour week at the one hundred percent (100%) rate.

17.2 During standby weeks in which a holiday occurs, two (2) times the current Journeyman Lineman hourly base rate of pay will be added to the normal standby for each holiday that falls within that standby week. All call-outs for the standby person shall be at the overtime rate as provided in 9.3.

17.3 For purposes of administering standby pay in 17.1 and 17.2 above, the following formula shall be applied, which divides the pay into a daily rate, with the Journeyman Lineman ("Jrny" being paid according to how many days the employee is on standby assignment:

6 Day Assignment: Base Jrny rate x 40 hours x 30% ÷ 7 x 6 days

6 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 6 days + (2 hours x Jrny base rate)

7 Day Assignment: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days

7 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days + (2 hours x Jrny base rate)

7 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 30% ÷ 7 x 7 days + (4 hours x Jrny base rate)

8 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 30% ÷ 7 x 8 days + (2 hours x Jrny base rate)

8 Day Assignment with 2 Holidays: Base Jmy rate x 40 hours x 30% ÷ 7 x 8 days + (4 hours x Jmy base rate)

18.0 -- DISCIPLINE

18.1 Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

18.1.1 Copies of written reprimands and suspension will be provided to the employee, the Union and will be placed in the employee's personnel file.

18.2 In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

18.3 Personnel Files

Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

An employee may request, in writing to the Human Resources office, that a written warning be removed from his/her personnel file after twelve (12) months, and a disciplinary suspension after eighteen (18) months if there are no further related disciplinary actions.

19.0 -- SENIORITY, FORCE REDUCTION AND REHIRE

19.1 The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification. Seniority does not apply to probationary employees.

In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list. When two employees start on the same day and have the same application date, the City's online applicant system time stamp shall establish seniority date for new hires.

19.2 Seniority in each classification shall be determined by length of service in each classification.

19.3 Seniority with the City shall be determined by length of continuous service with the City.

19.4 Bargaining unit seniority shall be determined by length of continuous service in the bargaining unit.

19.5 It is understood and agreed that in all cases of promotion and upgrade, the following factors shall be considered in priority of the order listed below as conditioned. After consideration of the following, the hiring supervisor shall make the promotional selection from the two (2) highest ranked employee applicants; aka "rule of two":

1. Length of continuous service with the City.
2. Qualifications (see conditions listed below).

Qualification Conditions: Both parties agree to address in future labor management sessions the full array of qualifications to be considered for promotion and upgrade of each covered job classification and the procedural structure to be used to assess those qualifications; e.g., establishing a joint "Interview and Selection Committee". After consensus is reached, the parties will establish through a Memorandum of Understanding (MOU) a schedule to eliminate the "rule of two" provision referenced above and publish the list of qualifications and procedures to be used for future promotional and upgrade decisions by the hiring supervisor. Until such time as consensus is reached and memorialized through the MOU referenced above, the hiring supervisor will use best judgment to assess qualifications, including consideration of factors briefly listed by subject and discussed during contract negotiation sessions.

19.6 This first six (6) months of employment shall constitute a probationary period, during which time seniority will not apply. During the first six (6) months of employment the employee may be terminated without recourse to the grievance or arbitration procedure. After the first six (6) months of employment all names must appear on seniority list as of the first date of employment.

19.7 A seniority list shall be made and posted annually beginning with the first date of this Agreement. The list shall show length of service:

1. Service in present classification;
2. Continuous service within the bargaining unit classification defined in Appendix A;
3. Continuous service with the City.

19.8 Seniority may cease when an employee:

1. quits, retires, or
2. is discharged for just cause, or
3. is absent for three consecutive work days without notifying the City, or

4. is laid off and fails to report within seven (7) days after having been recalled, or
5. fails to report for work within 24 hours after termination of an authorized leave of absence, or
6. is laid off in excess of two (2) years.

19.9 The City shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain. Such transfers shall be based on the recommendation of a physician.

19.10 When, by reason of lack of work, it is necessary to lay-off employees in a given classification, the employee who has the least classification seniority shall be laid off first.

In the event two (2) or more employees have the same classification seniority, bargaining unit seniority shall be the determining factor. Employees being laid off may choose to bump into a lower classification and may do so providing they have more bargaining unit seniority than the employee occupying said classification and have the necessary qualifications, or have the ability to become qualified, as determined by management, within a reasonable length of time, to perform the job in said lower classification.

In the event two (2) or more employees have the same bargaining unit seniority, then total City service seniority shall be the determining factor. In the event two (2) or more employees have the same total City Service seniority, then the date of employment application with the City shall be the determining factor.

19.11 Employees laid off due to force reduction will retain their established seniority for a two (2) year period. For employees rehired before the two (2) year period, all prior service (including the time in lay-off status) shall be counted as continuous for PTO (Article 11.0) purposes, provided that employees who have been laid off who wish to return to work shall keep the City advised of their current address. Any accrued Grandfathered Sick Leave and/or Extended Sick Leave (ESL) at the time of a reduction in force will be credited to the employee at the time of a rehire/recall.

19.11.1 If an employee who is laid off January 1, 2015 or later accepts a City offer of temporary work during the above two (2) year period, the 2-year period will be suspended for the period of time the employee is working the temporary assignment. The remainder of the two year period will restart the day after the temporary assignment ends.

19.12 Unemployment Compensation – It is understood that unemployment decisions are made by the State of Washington, not the City. Employees shall receive unemployment compensation in accordance with State of Washington law.

19.13 When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.0 -- APPRENTICESHIP

20.1 The three (3) year (6,452 hours) apprentice will have journeyman seniority beginning with the fifth (5th) period.

20.2 Any bargaining unit employee in a higher paying classification (over ninety percent (90%) who enters the apprentice program shall receive ninety percent (90%) of the one hundred percent (100%) journeyman rate to start. Thereafter, the employee shall remain at ninety percent (90%) until the employee successfully completes the requirements for a level six (6) apprentice. This provision shall not be retroactive and shall apply only to employees who initially came under the provisions of this Section after January 1, 1981.

21.0 -- GENERAL STATEMENT

21.1 The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local No. 77.

The Union agrees that its members, who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

22.0 -- DRUG AND ALCOHOL TESTING POLICY

22.1 The City's policy shall govern, which will reflect current state and federal requirements for a drug free workplace, drug testing, and CDL/DOT requirements. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. Except for amendments made during the term of the Agreement for the purpose of statutory compliance, the parties will meet to negotiate the application of the changes.

23.0 -- NO-SMOKING POLICY

23.1 The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58. Employees shall comply with the terms and conditions of the ordinance.

24.0 -- COMMERCIAL DRIVER'S LICENSE

24.1 The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses. In addition, the City shall reimburse employees for the cost of renewing required commercial driver's licenses.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this 3rd day of March 2015.

City of Richland, Washington

IBEW, Local No. 77

[Signature] 3/3/15 [Signature] 3/5/15
Cynthia D. Johnson Date Lou Walters Date
City Manager Business Manager

[Signature] 02/24/15 [Signature] 2/24/15
Robert Hammond Date Brian Gray Date
Energy Services Director Assistant Business Manager

[Signature] 02/24/15 [Signature] 2-24-15
Cathleen Koch Date Al Scott Date
Administrative Services Director Steward

[Signature] 2/24/15 [Signature] 2-24-15
Allison Jubb Date Rob Marlow Date
Human Resources Director Steward

[Signature] 2/24/15
Jake Henning Date
Steward

ATTEST:

[Signature] 3/9/15
Marcia Hopkins Date
City Clerk

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

6/4/2015

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.

APPROVED TO FORM:

[Signature] 3/10/15
Heather Kintzley Date
City Attorney

Appendix A – 2015 – 2017 Classifications & Wages

Effective December 29, 2014 – 2% base wage increase plus an additional 0.41% (total of 2.41%) increase to base due to 12 employees electing the opt out as set forth in Article 15.

Effective December 28, 2015 – 2.41% base wage increase plus additional percentage increase determined by any additional employees electing to opt out as set forth in Article 15.

Effective December 26, 2016 – 2.41% base wage increase plus additional percentage increase determined by any additional employees electing to opt out as set forth in Article 15.

	2014	2015	2016	2017
		2.41%	2.41%	2.41%
<u>WAREHOUSE DIVISION</u>				
LEAD WAREHOUSE WORKER	\$33.35	\$34.15	\$34.97	\$35.81
WAREHOUSEWORKER II (3rd 6 mos)	\$29.05	\$29.75	\$30.47	\$31.20
WAREHOUSEWORKER II (2nd 6 mos)	\$27.98	\$28.65	\$29.34	\$30.05
WAREHOUSEWORKER II (1st 6 mos)	\$25.82	\$26.44	\$27.08	\$27.73
WAREHOUSEWORKER I (3rd 6 mos)	\$23.67	\$24.24	\$24.82	\$25.42
WAREHOUSEWORKER I (2nd 6 mos)	\$22.60	\$23.14	\$23.70	\$24.27
WAREHOUSEWORKER I (1st 6 mos)	\$21.52	\$22.04	\$22.57	\$23.11
ELECTRICAL TOOLKEEPER	\$33.35	\$34.15	\$34.97	\$35.81
<u>POWER OPERATIONS DIVISION</u>				
SENIOR CREW FOREMAN (M-F)	\$46.79	\$47.92	\$49.07	\$50.25
SERVICE CREW FOREMAN (M-F)	\$45.75	\$46.85	\$47.98	\$49.14
JOURNEYMAN LINEMAN (M-F)	\$40.67	\$41.65	\$42.65	\$43.68
INSPECTOR II	\$45.75	\$46.85	\$47.98	\$49.14
INSPECTOR I	\$42.71	\$43.74	\$44.79	\$45.87
APPRENTICE LINE, WIRE, & METER #6	\$38.65	\$39.58	\$40.53	\$41.51
APPRENTICE LINE, WIRE, & METER #5	\$34.99	\$35.83	\$36.69	\$37.57
APPRENTICE LINE, WIRE, & METER #4	\$33.35	\$34.15	\$34.97	\$35.81
APPRENTICE LINE, WIRE, & METER #3	\$32.14	\$32.91	\$33.70	\$34.51
APPRENTICE LINE, WIRE, & METER #2	\$31.32	\$32.07	\$32.84	\$33.63
APPRENTICE LINE, WIRE, & METER #1	\$30.51	\$31.25	\$32.00	\$32.77
ELECTRICAL SYSTEMS DISPATCHER II	\$45.75	\$46.85	\$47.98	\$49.14
ELECTRICAL SYSTEMS DISPATCHER I	\$40.67	\$41.65	\$42.65	\$43.68
HEAD GROUNDMAN (M-F) - HEAVY EQUIPMENT	\$36.61	\$37.49	\$38.39	\$39.32
HEAD GROUNDMAN (M-F) - TRUCK OPERATOR	\$34.59	\$35.42	\$36.27	\$37.14
GROUNDMAN (M-F)	\$31.32	\$32.07	\$32.84	\$33.63

SYSTEMS DIVISION				
METER, POWER & PROTECTION FOREMAN (M-F)	\$46.79	\$47.92	\$49.07	\$50.25
METER, POWER & PROTECTION TECHNICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
METER, POWER & PROTECTION TECHNICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
METER, POWER & PROTECTION TECHNICIAN I	\$41.49	\$42.49	\$43.51	\$44.56
TECHNICAL SERVICES DIVISION				
ELECTRONIC & INSTRUMENTATION FOREMAN (M-F)	\$46.17	\$47.28	\$48.42	\$49.59
ELECTRONIC & INSTRUMENTATION TECHNICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
ELECTRONIC & INSTRUMENTATION TECHNICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
ELECTRONIC & INSTRUMENTATION TECHNICIAN I	\$41.49	\$42.49	\$43.51	\$44.56
ELECTRICIAN				
ELECTRICIAN FOREMAN (M-F)	\$46.17	\$47.28	\$48.42	\$49.59
ELECTRICIAN III	\$44.33	\$45.40	\$46.49	\$47.61
ELECTRICIAN II	\$42.71	\$43.74	\$44.79	\$45.87
ELECTRICIAN I	\$41.49	\$42.49	\$43.51	\$44.56

APPENDIX B

PTO DONATION TRANSFER FORM - IBEW

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO

Information for Employee Requesting Donated PTO

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Information for Employee Donating PTO

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Current PTO Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (*hours must be at least 200; after 1/1/16, must be at least 100 PTO*): _____

I hereby request that the above PTO hours be transferred and understand that my PTO accruals will be reduced by the number of hours indicated above.

Employee Signature: _____

Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$ _____) divided by the hourly rate of the requesting employee \$ _____ Equals the Total Hours Transferred _____.

Approved Denied

HR Director or designated representative

Date

cc: Personnel File