

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2019 - 29**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AFSCME, LOCAL 120, PUBLIC WORKS/OFFICE EMPLOYEES, EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2022.

WHEREAS, in accordance with state law, the City of Orting (“City”) engages in collective bargaining with labor organizations representing City employees; and

WHEREAS, this resolution allows for the execution of the proposed Collective Bargaining Agreement (“CBA”) between the City and the American Federation of State, County and Municipal Employees (AFSCME), Local 120 of the Washington State Council of County and City Employees Council 2 representing Public Works/Office Employees (“Union”); and

WHEREAS, it appears to be in the best interest of the City that the proposed CBA negotiated by the Union and the City be approved;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Orting City Council hereby authorizes the Mayor to execute the Collective Bargaining Agreement between the City and AFSCME, Local 120, Public Works/Office Employees, effective January 1, 2020 through December 31, 2022, which is attached hereto as Exhibit A, and incorporated herein by this reference.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 30TH DAY OF OCTOBER, 2019.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

APPROVED AS TO FORM:

Charlotte Archer, City Attorney
Inslee, Best, Doezie & Ryder, P.S.



Collective Bargaining Agreement
by and between

City of Orting, Washington

and

**AFSCME, Local 120 Of The
Washington State Council of County and City Employees, Council 2**

Representing Public Works and Office Employees

January 1, 2020 through December 31, 2022

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2020-2022
Agreement by and between
City Of Orting
And
AFSCME, Local 120 of The Washington State Council
of County and City Employees, Council 2
Representing Public Works and Office Employees

Article 1. Preamble

- 1.1 This Agreement is by and between the City of Orting, Washington ("Employer") and AFSCME Local #120, of the Washington State Council of County and City Employees and the American Federation of the State, County and Municipal Employees, AFL-CIO ("Union"). The parties agree that it is in their mutual interest and purpose to promote systematic and effective employee/management cooperation; to promote fair and reasonable working conditions; to promote effective methods from prompt adjustments of differences, misunderstandings, and disputes; to provide for meaningful collective negotiations and to provide equality of opportunity, consideration and treatment for all employees of the bargaining unit in all phases of the employment process.

Article 2. Recognition

- 2.1 The Employer recognizes the Union as the designated representative of all regular full-time and regular part-time employees of the City of Orting as set forth in Appendix "A" for the purposes of bargaining with respect to wages, hours of work and working conditions. Individual members covered by this Agreement shall hereinafter be referred to as employees.
- 2.2 All collective bargaining shall be conducted only by authorized representatives of the Union and the Employer.

Article 3. Seniority/Promotions/Layoffs

- 3.1 Seniority shall consist of length of continuous service with the Employer; provided, however no employee shall have seniority established prior to the completion of six (6) months of probationary employment with the Employer. The Employer shall establish the pay rate for employees during their probationary period. Part-time employees shall accrue seniority on a pro rata basis.
- 3.2 Seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off of not more than sixty (60) days. A seniority list shall be posted in a conspicuous place by the Employer on or about January 1 of each year. Any objections as to the seniority list as posted shall be reported to the City Administrator within ten (10) days, or the list shall be deemed to be approved.
- 3.3 Promotion to a higher job classification shall be by ability and qualifications. Where ability and qualifications are equal, seniority shall prevail.
- 3.3.1 When a vacancy or new position is created, a notice of such vacancy of the new position shall be posted on a bulletin board for a period of five (5) working days.
- 3.4 Layoffs - Should it become necessary to reduce the work force, layoff shall be determined by seniority as long as the remaining employees' ability, qualifications and certifications are consistent

with the business need of the Employer. Each employee involved shall be given a four (4) week notice unless circumstances of the layoffs are beyond the control of the Employer.

- 3.5 Recall From Layoff - Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within twenty-four (24) months of the layoff shall lose all recall rights.

Article 4. Probationary Period

- 4.1 New employees shall serve a probationary period of six (6) months. During said probationary period employees may be discharged without cause. All employees who have successfully completed probation shall be known as regular employees, and the probationary period shall be considered part of their seniority time. During the probationary period any time spent on disability or light-duty shall not count towards the six (6) month probationary period. Probationary period may be extended by mutual agreement between Union and City.
- 4.2 Regular employees who are promoted or hired into a new position shall serve a probationary trial-service period of six (6) months. An employee who fails to pass the trial-service period upon promotion or hire into a new position, or who chooses to revert back to their old position, shall have the right to revert to the previously held classification for up to 30 days, or should a vacancy exist after such time. Should no vacancy exist, that employee shall be considered laid off and placed on the recall list for twenty-four (24) months consistent with Article 3, Section 3.5.

Article 5. Union Security

- 5.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- 5.2 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.
- 5.3 For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. The Employer, Employee, and the Union hereby agree that Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.
- 5.4 The Union shall provide the City with the Authorization for Payroll Deduction within 10 days of the employee executing the document. The Employer shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union upon request.
- 5.5 The Employer shall provide to the Union quarterly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

- 5.6 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- 5.7 The Union shall indemnify the Employer and hold the Employer harmless from any and all claims, liabilities, and actions against the Employer arising out of administration of Article 5, including any legal fees, costs, or expenses incurred in connection with the administration of Article 5.
- 5.8 The Employer agrees to notify the Union staff representative and Local Union Steward in writing of any new positions and new employees. The Employer must provide Union officials reasonable access to new employees during new employee's regular work hours to provide a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance provided there is no conflict with Article 5.9.
- 5.9 Union officials who are Employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable paid time off to conduct Union business provided: (1) the number of Employees allowed time off for negotiations shall be limited to three (3), otherwise the number of Employees allowed time off at any one time shall be limited to two (2) and the Union officials may conduct Union business during his/her shift, provided it does not interfere with the necessary operations of the Employer. Union business includes, but not limited to, grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, other labor-management meetings with the City and the attending of any public meetings held by the City.

Article 6. Holidays

- 6.1 Holidays - The following holidays shall be recognized as paid holidays: New Year's Day; Martin Luther King Jr Day; Presidents Birthday; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving Day; Day before Christmas and Christmas Day. In addition to the 10 listed holidays, employees will be granted two (2) Floating Holidays to be scheduled subject to approval of the employer and may not be carried over to the subsequent year. Employees that do not complete a full calendar year of employment shall receive only those holidays which occur during their term of employment.
- 6.1.1 Employees shall receive eight (8) hours holiday pay at the regular straight time hourly rate of pay for all holidays.
- 6.1.2 If an employee works on a holiday, the employee shall be compensated at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked, in addition to holiday pay.
- 6.2 To be eligible for holiday compensation an employee must be employed in a paid position both the day before and the day after the holiday. Holidays shall not accrue in advance with the exception of the two (2) Floating Holidays.
- 6.3 Holiday pay may not be converted into compensatory time.

Article 7. Sick Leave

7.1 SICK LEAVE - Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Employees are eligible to use accrued paid sick leave ninety (90) days after starting employment. The accrual year is January 1 to December 31.

7.2 *PAYOUT OF SICK LEAVE - Employees who are separated from service, and excepting those that are terminated for just cause, shall be paid twenty-five percent (25%) of accrued sick leave if they have been employed by the employer for twenty (20) years or more.

An employee recalled to work under Article 3, shall have the option to buy back any portion of sick leave cashed out upon layoff at a cost of twenty-five percent (25%) of their current straight time rate of pay upon recall.

The employer will pay one-hundred percent (100%) of sick leave at the employees current straight time rate of pay for death while on the job, or death related to a workplace injury.

7.2.1 DEATH - If an Employee dies from a line-of-duty death, the Employer will pay out one hundred percent (100%) of the Employee's accrued sick leave.

7.2.2 PERMANENT RETIREMENT DUE TO DISABILITY - If an Employee is disabled and unable to work in any capacity due to an injury sustained in the line-of-duty for the Employer, the Employer will pay out fifty percent (50%) of the Employee's accrued sick leave.

7.2.3 PERMANENT RETIREMENT - If an Employee retires from the City with 20 years of service with the City, the Employer will pay twenty-five percent (25%) of the Employee's accrued sick leave.

7.3 USAGE – Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member for:

- Mental or physical illnesses, injuries, or health conditions;
- Seeking medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- Preventive medical care.

Sick leave is also authorized for health-related (as determined by public official) work site closures, and Employee's child's school/daycare health-related closures. An Employee may also use authorized sick leave if the Employee or Employee's family member is a victim of domestic violence, sexual assault, or stalking including seeking legal or law enforcement assistance under the Domestic Violence Leave Act – Chapter 49.76 RCW.

"Family member" is defined as:

- Child, regardless of age or dependence
 - Includes: biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent
- Parent, including spouse's parent(s)
 - Includes: biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child
- Spouse and registered domestic partner

- Grandparent
- Grandchild
- Sibling

Incremental use of sick leave is allowed for all of the aforementioned reasons and may be taken in one hour or less increments.

7.3.1 Employees may be granted one (1) day off with pay for the death of their pet to be charged against sick leave.

7.4 NOTIFICATION - An Employee on sick leave shall notify their supervisor or his/her designee of the requested sick leave as soon as possible and prior to the beginning of the Employee's scheduled shift unless it is not practicable to do so. If the requested leave is foreseeable, the Employee shall provide ten days' advance notice or as much advance notice as practicable.

7.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Employer or his/her designee, the Employer can require that the Employee provide a note from a health care provider. If an employee believes that verification will result in an unreasonable burden or expense, he or she must provide a verbal or written statement that (i) the leave was for an authorized purpose; and (ii) the verification requirement would cause an unreasonable burden or expense.

7.4.2 Employees who are on leave with pay and benefits who simultaneously receive compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such leave, compensation for only their regular salary and benefits. Any compensation received from insurance the Employer contributes to, above and beyond the Employee's regular pay and benefits, shall be returned to the Employer. Leave of the nature described in this paragraph will not be charged against any of the Employee's accrual banks.

7.4.3 Any discrimination or retaliation against an Employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of paid sick leave. If an Employee believes he or she is being discriminated or retaliated against, promptly contact Scott Larson at: slarson@cityoforting.org.

If the Employee is not satisfied with the response, the Employee may contact the Washington State Department of Labor & Industries online at:

www.Lni.wa.gov/WorkplaceRights

Call: 1-866-219-7321, toll-free

Email: ESgeneral@Lni.wa.gov

7.5 FAMILY LEAVE - The Employer shall comply with all state and federal Family Leave Acts as presently set forth or hereinafter amended.

Article 8. Washington Paid Family Medical Leave

8.1 Paid Family Medical Leave: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020. Employees will pay, the applicable percentage of their gross wages through payroll deduction, the full cost of the

employee premium associated with family leave benefits. Following finalization of regulations implementing RCW 50A.04, either party may reopen this agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

Article 9. Bereavement

9.1 All employees who suffer a death in their immediate family shall be allowed up to five (5) days' off per event with pay. If additional leave is necessary it may be granted, subject to the approval of the Employer and such additional bereavement leave may be deducted from accrued vacation, sick leave or leave without pay. For bereavement leave purposes immediate family includes child[ren], parent[s], and spouse as defined in Article 7.

Article 10. Vacation

10.1 Vacation - Regular full-time employees shall earn vacation time each pay period in the following manner: (See Article 27)

Length of Service	Monthly Accrual
0 to 12 months	6.67 hours
13 months through 48 months	8.00 hours
49 months through 84 months	10.00 hours
85 months through 120 months	12.00 hours
121 months through 156 months	12.67 hours
157 months through 192 months	13.33 hours
193 months through 228 months	14.00 hours
229 months through 288 months	14.67 hours
289 months +	16.67 hours

10.2 Employees cannot take vacation in the pay period it was accrued.

10.2.1 Employees may accumulate a maximum accrual of 240 hours of vacation. Earned vacation time in excess of 240 hours shall be forfeited. If a request to use vacation accrual has been submitted and approved, and due to City operational needs, is subsequently denied, and denial of such vacation use request will result in loss of accrued vacation time, the timeline may be carried over until the next available time or it may be compensated.

Employees may only carry over two hundred and forty (240) hours of vacation from one calendar year to the next calendar year. Any accruals in excess of two hundred and forty (240) will be forfeited at 12:01 AM on January 1, of each year. If a request to use vacation accrual has been submitted and approved, and due to City operational needs, is subsequently denied, and denial of such vacation use request will result in loss of accrued vacation time, the timeline may be carried over until the next available time or it may be compensated. It is understood and agreed that utilizing vacation requires pre-planning and vacation requests made during periods with previously approved vacations and/or holidays may be denied based on business needs.

10.2.2 Any employee terminating employment, shall be paid for vacation time accrued, up to 240 hours, to date of termination.

10.2.3 Employees may not take vacation during their probationary period unless authorized by the City Administrator or designee.

- 10.2.4 Employees may donate accrued vacation time / floating holiday time to other employees who do not have sufficient paid leave to cover an extended illness or the birth of a child. The vacation time / comp time / holiday time will be donated on a 1:1 hour basis and not adjusted according to level of pay.
- 10.3 Employees shall select vacation time in order of seniority within their department. Where an employee chooses to split vacation into two or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about December 1st for the next calendar year. After January 1st, vacation scheduling will be on a first come first serve basis. Management reserves the right to make final changes or modifications depending on bona fide operational requirements.

Article 11. Hours of Work

- 11.1 Work Week - The work week shall consist of forty (40) hours Monday through Sunday. Any work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay. Sick, vacation, compensatory or holiday pay shall be considered time worked when calculating overtime.
- 11.2 Flex Time – Section 11.1 shall not apply to Employees who due to personal circumstances need a more flexible work schedule requiring and a change in the typical work week that in the City's sole discretion does not unduly affect the business of the City shall be allowed to opt out of 11.1 . In any event, any hours worked in excess of forty (40) per Work Week shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay and any work performed on a Holiday shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay.
- Employees who request to work a Flex Time schedule shall only be able to do so one (1) time per year by written request to the Personnel Director. The Employee's department director will also have to sign a letter saying that they agree to the change in the schedule. The Employee will remain in the Flex Schedule until midnight on December 31, at which time they will be required to opt back into the Flex Schedule.
- 11.3 Employees who are required to work on Saturday or Sunday due to an emergency or special event shall be compensated at a rate of pay of one and one half (1½) times the Employees regular straight time hourly rate of pay.
- 11.4 Call Out - When an employee is called out for work after their normal work hours they shall receive a minimum of two (2) hours compensation at one and one-half (1½) times their regular straight time hourly rate of pay. If the employee is called out during a scheduled vacation, their compensation shall be a minimum of four (4) hours at one and one-half times their regular straight time hourly rate of pay. Call out does not apply to scheduled training time, mandatory meetings, educational classes or extensions of work period.
- 11.5 Compensatory Time - Employees may accrue up to forty (40) hours of compensatory time. Such time shall be scheduled by mutual agreement between the employee and Employer. An employee may not use compensatory time when employees are expected to attend mandatory meetings or scheduled and required training. Any unused compensatory time shall be cashed out or carried over at the end of the calendar year.

- 11.6 Standby – any employee who is required to be on standby outside their normal shift shall receive one and one-half (1½) hours compensatory time for each day of such duty (Monday-Friday), and two (2) hours compensatory time for each weekend day (Saturday – Sunday) and four (4) hours for each holiday on standby. All qualified employees shall rotate through the standby assignment, provided that an employee may request to trade standby assignments with another employee based on seniority and subject to the approval of the Employer. The employee on standby may take a city vehicle home in order to achieve a quicker response to an event.

Article 12. Out-Of-Classification Pay

- 12.1 Employees who are formally assigned by their department director, to the work of a higher paid classification for which they are qualified to perform based on the Job Description for that position for five (5) or more consecutive work days (inclusive of holidays) shall be compensated at a rate of pay within the higher classification that represents a minimum of five percent (5%) increase over the employee's current rate of pay.

Article 13. Light Duty – On the Job Injury – Labor and Industry

- 13.1 The City may require, subject to the approval of a licensed treatment provider, a disabled employee to perform light duty. The employee will receive hourly pay and benefits for all hours worked while on light duty. If the employee receives L&I benefits during the time of light duty, the employee will reimburse the City that amount.
- 13.2 Reinstatement Provision – A disabled employee shall be reinstated to full duty by the City provided he/she is approved for such duty by the licensed treatment provider. At the city's discretion the employee may be directed to a physician for a second opinion.
- 13.3 An employee who is disabled and unable to perform light duty, and whose injury claim has been approved by Labor and Industry, shall receive full pay with no charge against sick leave. When the employee receives L&I benefits they will reimburse the City that amount.

Article 14. Discipline

- 14.1 Whenever the Employer intends to administer a written reprimand, suspension without pay, demotion or dismissal of an employee for just cause, the Employer shall give written notice to the employee clearly identifying the proposed discipline. The notice of proposed discipline shall include:
- 14.1.1 The specific reason(s) for the alleged personnel action and an attached copy of supporting materials relied upon by the Employer for proposing the discipline.
- 14.1.2 A statement that the employee has a right to answer orally or in writing or both and to furnish affidavits and other documentary evidence in support of the answer;
- 14.1.3 The amount of time allowed for the employee to answer and a statement that consideration shall be given to extending the time if the employee requests an extension and provides sufficient reason for the request.

Article 15. Employee Rights

- 15.1 Employee Protection - All employees within the bargaining unit shall be entitled to the following protection:
- 15.2 Application of Discipline - Any formal discipline of employees shall be applied by the Employer. Discipline may include documented: oral warnings, written warnings, suspension or discharge for

just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce when so assigned by the Employer.

- 15.3 An employee subject to discipline shall be afforded the right to have the Union Steward and/or Union Representative present, if requested.
- 15.4 Any document of a disciplinary nature placed in the personnel file, should be signed by the employee which notes only that the employee saw the document not that they necessarily agree with its content. Any document in a personnel file not signed cannot be used in a disciplinary action. However, refusal to sign a document as "seen" would be grounds for further discipline.
- 15.5 Disciplinary Investigations – The employee shall be informed, in writing, of the nature of the investigation and whether the employee is a witness or a subject of a disciplinary investigation before any such investigation commences. If the employee is the subject of a disciplinary investigation, that employee shall be provided the name of the complaining party, if applicable (unless such disclosure is otherwise prohibited or limited by law) and other information necessary to reasonably inform the employees of the allegation(s) or matter(s) being investigated.
- Notwithstanding anything to the contrary herein, this Article 15 is limited to the City's administrative disciplinary investigations shall not apply to any criminal investigation of an employee that is conducted by a law enforcement agency as part of that agency's standard law enforcement authority and protocol.
- 15.6 Any disciplinary investigation of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.
- 15.7 The disciplinary investigation (which shall not violate the employee's Constitutional rights) shall take place at an Employer's facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with the Union Steward and/or Union Representative before being questioned. The Union Steward and/or a Union Representative shall be present during the questioning, if requested by the union member.
- 15.8 Polygraph Tests - No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 15.9 Substance Abuse Tests - No employee, except those employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Post-accident testing and testing for probable cause are permissible under this section.

Article 16. Labor-Management Committee

- 16.1 Labor Management - The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than two (2) duly authorized employee representatives of the Union shall function as one-half (½) of a Labor-Management Committee, the other half being no more than two (2) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

- 16.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this agreement; such change shall be set forth in an Appendix to the Agreement or in such other manner as approved the parties.

Article 17. Insurance Plans

- 17.1 Effective January 1st, the Employer shall make available the AWC HealthFirst 250 and Group Health \$20 Copay health plans for all full-time employees. For the Healthfirst 250 plan, the employer shall pay 100% of the healthcare premium for the employee. If the employee wishes to add their spouse or dependent(s) to the medical insurance coverage, the employee shall pay twenty percent (20%) of the health care premium for the dependent(s) and the employer shall pay eighty percent (80%) of the health care premium for the dependent(s). If the employee chooses the Group Health \$20 copay plan, the City will pay 100% of the monthly premium for the employee and all eligible dependents. The premium will automatically be deducted from his/her paycheck.

The Employer will also make available the AWC Healthfirst and Group Health \$20 copay high deductible plans with a health savings account. The Employer will cover 100% of the monthly premium for the employee and dependent(s) and add the difference in premium from the Healthfirst plan to the employees' health savings account up to the allowable maximums.

- 17.2 Waiver of medical benefit:

Employees may waive the medical insurance benefit for themselves or dependents that are already covered under other medical insurance. Employees must provide proof of medical insurance coverage for themselves or their dependents. If waived, the City will increase the employee's compensation 50% of the City's expense for the employee and/or dependent's premium. All applications for the waiver must complete the waiver form (available in HR) and submit the form to the City Administrator. The City's insurance broker, Association of Washington Cities (AWC) requires that 75% of employees be insured through them. Therefore, the waiver of insurance for the employee is limited to a first come, first serve basis until the city's 75% limit is met.

- 17.3 Dental & Vision – Effective January 1st the Employer shall make available the following Vision & Dental insurance plans for all full-time employees, and shall pay one hundred percent (100%) of the premiums for each employee. If the employee wishes to add their spouse or dependent(s) to the Visions & Dental insurance coverage, the employee will pay a flat rate of \$20 per additional eligible family member not to exceed \$40 per month. The premium will automatically be deducted from his/her paycheck.

Washington State Council of County & City Employees – Health & Welfare Trust:

Dental Plan - X (Ten) – VSP

- 17.4 Long-Term Disability - The Employer shall make available the AWC Plan B long-term disability program underwritten by Standard Insurance Company for all full time employees, and shall continue to pay one hundred (100%) percent of the premiums.
- 17.5 Life - The Employer shall make available the AWC Life Insurance in the amount of ten thousand (\$10,000) dollars for all full time employees, and shall continue to pay one hundred (100%) percent of the premiums. The life insurance is prorated after age 65 in the following way:

- Age 65 – 69: City pays 65% of the premium and the employee's beneficiary receives 65% of the benefit
- Age 70 – 74: City pays 50% of the premium and the employee's beneficiary receives 50% of the benefit
- Age 75 – 79: City pays 30% of the premium and the employee's beneficiary receives 30% of the benefit
- Age 80+: City pays 20% of the premium and the employee's beneficiary receives 20% of the benefit

For The Standard, the person's "age" is the age they are on January 1st of each calendar year. That means if someone turns 65 on January 8th, he or she would not go into the 65 – 69 age bracket until January of the following year.

- 17.6 EAP – The employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time employees and shall pay one-hundred percent (100%) of the premiums.

Article 18. Health and Safety

- 18.1 All clothing, equipment, and training required by the Employer or by State or Federal Law shall be provided by the Employer, and shall remain the property of the Employer. The employee shall use and maintain protective clothing and equipment as required by applicable laws and regulations.

All public works employees who require safety footwear will receive a three-hundred dollar (\$300) annual boot allowance. Eligible employees shall be permitted to purchase boots annually in the month of January.

Article 19. Grievance Procedure

- 19.1 Definition of Grievance - For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended by the Union and Employer. Probationary employees may not use the grievance procedure to appeal disciplinary action. The intent is that grievances will be resolved at the lowest level possible. Discussions with management will ideally take place before the filing of a grievance so that it can be resolved prior to filling an official grievance, with the understanding that this is not always possible and that grievances may be filed at any time. At any point either party may request PERC mediation.

- 19.1.1 A grievance may be initiated with the Employer within thirty (30) calendar days of the Union or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after thirty (30) calendar days of the alleged violation or disciplinary action taken.

- 19.2 Step One: The Union shall submit the grievance in writing to their direct supervisor. The written grievance shall contain the specific Article & Section allegedly violated, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the grievance, unless mutually waived by both parties. The direct supervisor or designee shall render a written decision within fifteen (15) calendar days after the meeting.

- 19.3 Step Two: If the grievance is not resolved to the Union's satisfaction at Step 1, the Union shall submit the grievance in writing to the City Administrator or designee. The written grievance shall contain the specific Article & Section allegedly violated, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the

grievance, unless mutually waived by both parties. The direct supervisor or designee shall render a written decision within fifteen (15) calendar days after the meeting.

- 19.4 Step Three: If the grievance is not resolved to the Union's satisfaction at Step 2, the Union shall submit the grievance in writing to the Mayor or designee. The written grievance shall be filed within 7 days of conclusion of step two and contain the specific Article & Section allegedly violated, any and all relevant facts, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the grievance, unless mutually waived by both parties. The Mayor or designee shall render a written decision within fifteen (15) calendar days.
- 19.5 Step Four: Arbitration - Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. Within ten (10) calendar days of the Union request to arbitrate, the Union and Employer shall work to agree upon a neutral arbitrator. If the parties cannot agree within seven (7) calendar days, the parties will request a list of seven arbitrators from the Public Employment Relations Commission (PERC) or other agreed upon sources.

The Employer and the Union, upon receipt of the list of arbitrators, shall meet and take turns striking names from the list until a sole name remains. That person shall be the arbitrator. A coin toss shall determine whether the Employer or the Union shall strike first.

- 19.5.1 The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement.
- 19.5.2 The expenses and fees incumbent to the services of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case. Either party may request a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.
- 19.6 Failure of the grievant or the Union to meet any of the above time limits shall cause the grievance to be deemed abandoned. Should the Employer fail to respond to the grievance in the above time limits, the grievance shall automatically move to the next step.

Article 20. Payroll and Payroll Deduction

- 20.1 The pay period for employees shall be semi-monthly. Pay dates shall be on the 5th and 20th of each month. Should either the 5th or 20th fall on a City recognized holiday or on a Saturday or Sunday, said pay date will be the last work day preceding the weekend or City recognized holiday.

Article 21. Management Rights

- 21.1 Direction of Workforce - The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine

training, methods, means and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (f) shall not conflict with city ordinances, personnel rules and the terms of this Agreement.

21.2 Employer Rules and Regulations - The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.

21.3 Application of Rules - Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

Article 22. Union Representation - Access to Employees

22.1 The Staff Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such Representative or steward does not interfere with the normal work processes. No Union member or officer shall conduct any internal Union business on City time and no Union meetings will be on City time.

22.2 The Employer agrees that employees covered by this Agreement shall not be discharged or discriminated against for upholding lawful Union principles or for performing duties authorized by the Union so long as these activities do not interfere with normal work processes of the Employer.

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

Article 23. Nondiscrimination

23.1 It is mutually agreed that there shall be no unlawful discrimination because of lawful union activity, race, creed, color, religion, sex, age, marital status, sexual orientation, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Article 24. Strikes or Lockouts

24.1 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with State Law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490.

Article 25. Appendix Provisions - Wages and Classification

25.1 Appendix Provisions - The classification, and department specific provisions are set forth in the attached appendices and, by reference herein are made a part of this Agreement.

Article 26. Employee Definition

26.1 Regular Full-Time Employee - A regular full-time employee is defined as an employee who has completed the probationary period and works forty (40) hours per week.

26.2 Regular Part-Time – A Regular Part-Time employees shall mean any employee who regularly works at least twenty 24 hours and less than 40 hours per week. Benefits for part time employees shall be as follows:

26.2.1 Health & Welfare - The Employer shall pay 100% of the employee only premiums necessary to provide the same coverage afforded to full time employees.

26.2.2 Vacation and Sick Leave, shall be accrued on a pro-rata basis, based on the number of hours worked.

26.2.3 Holiday and Bereavement Leave shall be paid on a pro-rata basis, based on the number of hours worked.

26.2.4 Temporary Employee – Temporary employees, which includes interns, are “at will” employees not covered by this agreement. Temporary employees may be hired for a maximum of 2,000 cumulative hours in a fiscal year to assist with seasonal fluctuations in workload.

26.3 Contracting Bargaining Unit Work

Prior to contracting out bargaining unit work the City agrees to provide sixty (60) days advance notice to the Union of the City’s intent to contract out the work, and afford the Union an opportunity to meet and confer regarding the City’s intent as well as bargain impacts.

Article 27. Longevity

27.1 Longevity – Longevity pay shall be added to the employee’s base pay according to the following schedule:

Upon the beginning of 10 years of service 2% of base pay

Upon the beginning of 15 years of service 3% of base pay

Upon the beginning of 20 years of service 4% of base pay

Upon the beginning of 25 years of service 5% of base pay

Article 28. Wages

28.1 On January 1st of the first year of the contract the wage matrix shall be the same as shown in Appendix B.4. During the month of September of each subsequent year, the City will provide the Union with an updated matrix for the following year which shows an increase over the previous year’s matrix of 100% of CPI-U, Seattle-Tacoma-Bellevue, June to June index, with a floor of 1.5% and a ceiling of 3.5%. This provision only applies to wages in years covered by the duration of this contract.

Article 29. Savings Clause

29.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court jurisdiction action or by reason of any existing or subsequently

enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effective.

29.2 The parties agree to enter into a collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or provision as soon as practical.

Article 30. Complete Agreement

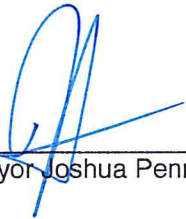
30.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all negotiable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein.

Article 31. Duration

31.1 This agreement shall take effect January 1, 2020, and shall remain in full force and be effective through December 31, 2022 at which time all articles shall be open for negotiation. Either party wishing to amend or modify such Agreement must notify the other party, in writing, no later than five (5) months prior to the filing of the preliminary budget in year 2022. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the City and Union negotiating committee for the purpose of such amendment or modification.

Signed this 22 day of Nov., 2019.

City Of Orting

By: 

Mayor Joshua Penner


AFSCME, Local 120
Washington State Council of County and City
Employees, Council 2

By: 

WSCCCE Staff Representative

By: 

Shop Steward, Local 120

By: 

Shop Steward, Local 120

**Appendices to the Agreement
by and between the City of Orting
and AFSCME, Local 120 of the Washington State Council
of County and City Employees, Council 2**

Representing Public Works and Office Employees

[Appendix A: Wages and Classifications](#)

A.1 Effective January 1, 2020 the classification and range of City positions shall be as follows:

<u>Classification</u>	<u>Code</u>	<u>Range</u>
Sr. Accountant	250	20
Accountant I	245	15
HR Clerk	270	17
Building Inspector/Permits	580	20
Building Permits Tech	575	15
Court Clerk	515	15
Admin Asst. PW	230	20
PW Supervisor	605	26
Wastewater Plant Supervisor	623	26
Water Plant Supervisor	622	24
Wastewater OIT		14
Wastewater I	420	16
Wastewater II	497	19
Wastewater III		22
Water OIT		14
Water I	420	16
Water II	495	19
Water III		21
Maintenance Worker I	400	13
Maintenance Worker II	420	15
Stormwater Worker I	400	14
Stormwater Worker II	420	18
Code Enforcement		22
Police Records Clerk I	302	13

A.2 Incentive Pay - The following Classifications shall receive a stipend of 2% of their hourly base wage for completing the associated certifications or taking on the identified additional assignments:

Certification/Assignment	Eligible Job Classification
Pesticide Sprayers License	Non-Utility Maintenance Worker I
Arborists Certification	Non-Utility Maintenance Workers
Wastewater Collections I	Non-Utility Maintenance Workers
Lead	Non-Utility Maintenance Workers
Water Distribution Manager I	Wastewater I & II
Wastewater I	Water

A.3 Educational Premium - Employees having a degree in a job related field shall be paid a monthly premium based on their base monthly wage. An Employee can only receive one educational premium based on their terminal degree. The premium is based on the following table:

Associate's Degree	2.5%
Bachelor's Degree	5.0%
Master's Degree	7.5%

A.4 Employees who have additional certification requirements added to their job description shall have the duration of this contract to complete those certifications.

Appendix B: Wage Matrix

- B.1 Each step in the wage matrix shall be a 3% increase and shall last twelve (12) months in duration. The number of steps for each position shall be five (5). Progression through the steps of the wage matrix shall be based on satisfactory performance as evidenced by the employee's annual evaluation
- B.2 Employees who are promoted to a higher range shall be placed into a step within the new range that represents an increase over the rate from which they were promoted.
- B.3 Employee's steps shall be reset on January 1, 2020 based on the following Table:

<u>Previous Step</u>	<u>New Step</u>
A	A
B	A
C	A
D	A
E	B
F	C
G	D
H	E

B.4 The 2020 Wage Matrix shall be as follows:

Step	A	B	C	D	E
Range					
9	\$20.36	\$20.97	\$21.60	\$22.25	\$22.92
10	\$20.97	\$21.60	\$22.25	\$22.92	\$23.61
11	\$21.60	\$22.25	\$22.92	\$23.61	\$24.31
12	\$22.25	\$22.92	\$23.61	\$24.31	\$25.04
13	\$22.92	\$23.61	\$24.31	\$25.04	\$25.80
14	\$23.61	\$24.31	\$25.04	\$25.80	\$26.57
15	\$24.31	\$25.04	\$25.80	\$26.57	\$27.37
16	\$25.04	\$25.80	\$26.57	\$27.37	\$28.19
17	\$25.80	\$26.57	\$27.37	\$28.19	\$29.03
18	\$26.57	\$27.37	\$28.19	\$29.03	\$29.90
19	\$27.37	\$28.19	\$29.03	\$29.90	\$30.80
20	\$28.19	\$29.03	\$29.90	\$30.80	\$31.73
21	\$29.03	\$29.90	\$30.80	\$31.73	\$32.68
22	\$29.90	\$30.80	\$31.73	\$32.68	\$33.66
23	\$30.80	\$31.73	\$32.68	\$33.66	\$34.67
24	\$31.73	\$32.68	\$33.66	\$34.67	\$35.71
25	\$32.68	\$33.66	\$34.67	\$35.71	\$36.78
26	\$33.66	\$34.67	\$35.71	\$36.78	\$37.88
27	\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
28	\$35.71	\$36.78	\$37.88	\$39.02	\$40.19
29	\$36.78	\$37.88	\$39.02	\$40.19	\$41.39