

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

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

January 1, 2023 - December 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION	1
ARTICLE II	NON-DISCRIMINATION.....	3
ARTICLE III	MANAGEMENT RIGHTS	3
ARTICLE IV	HOURS OF WORK.....	4
ARTICLE V	OVERTIME, CALLBACK, AND STANDBY	5
ARTICLE VI	SENIORITY, LAYOFF, RECALL and JOB VACANCIES	7
ARTICLE VII	SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE	9
ARTICLE VIII	VACATION AND HOLIDAY	13
ARTICLE IX	GRIEVANCE PROCEDURE.....	15
ARTICLE X	EQUIPMENT, UNIFORMS, AND TRAINING	18
ARTICLE XI	HEALTH, WELFARE, and RETIREMENT.....	19
ARTICLE XII	LABOR-MANAGEMENT CONFERENCE COMMITTEE	22
ARTICLE XIII	COMPENSATION.....	22
ARTICLE XIV	PERFORMANCE OF DUTY	22
ARTICLE XV	SAVINGS	23
ARTICLE XVI	SAFETY	23
ARTICLE XVII	EMPLOYEE RIGHTS.....	23
ARTICLE XVIII	SUBCONTRACTING	23
ARTICLE XIX	COMPLETE AGREEMENT	23
ARTICLE XX	TERM OF AGREEMENT	24
ARTICLE XXI	MISCELLANEOUS	24
APPENDIX "A"	CLASSIFICATIONS AND WAGE RATES	26

COLLECTIVE BARGAINING AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

January 1, 2023 through December 31, 2025

THIS COLLECTIVE BARGAINING AGREEMENT, (hereinafter referred to as Agreement) is made and entered into by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer or the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time maintenance and operations employees within the City of Des Moines Public Works Maintenance Division, Park Maintenance Division, and the Marina excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees and all other employees.

1.1.1 For the purposes of this Agreement, "temporary employee" or "seasonal employee" shall mean an individual appointed to a position for a period of time less than nine (9) months, absent a declaration by the City of emergency need. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.

1.2 New-Hire Orientation with Union - The Employer shall notify the Union of all new full-time part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will then be provided thirty (30) minutes during employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than ninety (90) calendar days. Employees have the option to attend or not attend the orientation.

1.3 Payroll Deduction - The Employer shall deduct from the paycheck of each employee who has so authorized in writing the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Union in writing, at which time the Employer will discontinue the deduction.

1.3.1 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce the provisions of this Article. The Union shall defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

1.4 Union Officials Time-Off - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

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

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

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

Employees shall not transact Union business while working on shift, except up to three designated representatives may participate in contract negotiation meetings with the employer.

1.4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.

1.5 Union Notification - Within thirty (30) days from the date of hire of a new bargaining unit employee, the Employer shall forward to the Union the name, address, and telephone number of the new employee. The Employer shall promptly notify the Union of all bargaining unit employees leaving its employment.

1.6 Bulletin Boards - The Employer shall provide suitable space for two (2) bulletin boards, one at the maintenance facility and one at the Marina. Postings by the Union on the bulletin boards shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.

1.7 Union Visitation – An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.

1.8 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision, shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

ARTICLE II NON-DISCRIMINATION

2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; sex/gender; sexual orientation; marital status; national origin; age; military status; sensory, mental or physical disabilities; or any other category protected by applicable federal, state or local law. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ). Any employee complaints of discrimination must be reported in accordance with the Discrimination and Harassment Complaint Procedure set forth in Section 2.C.E of the City's Personnel Manual.

2.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

ARTICLE III MANAGEMENT RIGHTS

3.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:

- 1) To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
- 2) To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions.
- 3) To determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor or incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- 4) To supervise and direct the workforce, to establish the qualifications for employment and to employ and train employees;
- 5) To schedule and assign work;
- 6) To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- 7) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- 8) To determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel in accordance with Article 18;

- 9) To make and enforce rules and regulations, including but not limited to safety rules, operational policies and procedures, and rules of conduct;
- 10) To discipline or discharge for just cause.
- 11) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- 12) To change or eliminate existing methods, equipment or facilities, including past practices;
- 13) To lawfully inspect lockers, other spaces assigned to Employees, and City vehicles without consent provided that the Employee has a right to be present;
- 14) Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of management decisions on wages, hours and/or working conditions within the meaning of RCW 41.56. It is not the City's intent to use this language to unilaterally implement furloughs.

3.2 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees with cause or without cause or advanced notice and without compensation except for time actually worked.

3.3 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies, provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.

3.4 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license if the employee has or will at any time drive a City vehicle and CDL endorsement if such is required by the classification. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employee. Also, the City from time to time may require evidence of current job-related certifications.

3.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

ARTICLE IV HOURS OF WORK

4.1 Work Schedule – The normal work schedule for full-time employees shall be five (5) consecutive days of eight (8) hours of work exclusive of the lunch period, Monday through Friday, unless an alternate work schedule is scheduled by the City and fourteen (14) days notice is provided to the employee. Management will discuss with the Union any changes to the regular work schedule longer than thirty (30) days in duration.

4.1.1 Employees assigned to the Public Works Department have been authorized by the City Manager to continue working a "9-80s" alternative work schedule (which provides for alternating Fridays off). To comply with the Fair Labor Standards Act, the "designated workweek" for this schedule will begin at 11:00 a.m. every other Friday.

- 4.1.2 The Employer shall continue its current practice relative to the work schedule for Marina employees except meal periods shall be unpaid throughout the year.
- 4.2 Shift Change – Each employee shall be assigned to a regular shift starting time which shall not normally be changed without forty-eight (48) hours notice, exclusive of emergencies, e.g., snow, ice, flood, earthquake, etc. In the event an employee's regular shift starting time is changed with less than forty-eight (48) hours notice, the employee shall be paid at the overtime rate up to the first sixteen (16) hours worked outside of the employee's regular shift hours during the remainder of the employee's scheduled work week.
- 4.2.1 In the event an employee requests a temporary light duty or modified duty work assignment, the employee waives their right to a forty-eight (48) hour notice to change their regular shift schedule. The employee will be offered a work schedule that best supports their medical restrictions and their light and/or modified duty assignment. Once the light duty and/or modified duty assignment ends, they will return to their regular schedule on their next regularly scheduled workday.
- 4.3 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 4.4 Meal Periods – Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. By mutual agreement between the employee and the employer, the meal period may be taken at a time other than stated above. An employee who works more than three (3) hours longer than his normal workday may, at the option of the employee, receive an additional unpaid meal period before or during their overtime.

ARTICLE V OVERTIME, CALLBACK, AND STANDBY

- 5.1 Overtime – All hours compensated in excess of forty (40) hours in a week, exclusive of the lunch period, shall constitute overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes. All work related calls to an employee who is off-duty shall be paid at a fifteen minute minimum.
- 5.1.2 Scheduled overtime work shall be offered to qualified employees who have designated the preference to work overtime by rotation when feasible. If an insufficient number of employees sign up to work the scheduled overtime, then employees will be assigned the overtime, by least senior to most senior employee, even if they have indicated they prefer not to work overtime, provided that no employee shall be mandated to work overtime more than one (1) time per quarter. Once an employee has been mandated to work overtime one (1) time per quarter, the next least senior employee shall be assigned overtime when an insufficient number of employees sign up to work overtime.
- 5.1.3 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1.5) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.

5.1.4 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.

5.2 Callback - An employee who has left work and is called back to work after completion of a regular day's shift, is called in to work before the beginning of the employee's shift or is called in on the employee's day-off shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay starting at the time the employee is contacted and reports for the assignment; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.

5.2.1 Employees called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2.5) hours to complete the call out the employee would then receive three and one half (3.5) hours of pay).

5.3 Standby - Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty after going off shift. When placed on standby status, employees will remain near a telephone and will leave a number where they can be reached (unless equipped with a pager, cell phone or other communication device, in which case the employee shall remain within communication distance and within one and one-half (1.5) hours or ninety (90 minutes) travel time to the City). It is the intent that standby status shall not preclude an employee from using the time for personal pursuits. While on standby duty, it is the employee's responsibility to be ready and able to work if called (for example: be able to get to work and not be impaired by drugs or alcohol).

5.3.1 Employees on Standby and called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2.5) hours to complete the call out the employee would then receive three and one half (3.5) hours of pay).

5.3.2 Standard Standby Rate - Employees shall be paid - \$3.25 per non-working hour.

Employees who are on standard "standby duty" as described in provision 5.3.4 shall also receive a Holiday Standby Rate for standard "standby duty" of an additional \$2.00 per non-working hour occurring on the day of Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Years Day.

Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.

5.3.3 Standard Standby Duty shall be rotated amongst those eligible bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers or if an insufficient number of volunteers sign up for Standby Duty, then it shall be assigned to other employees by rotation starting with the least senior, provided that no employee shall be mandated to be on standby duty more than one (1) time per quarter. Once an employee has been mandated to be on standby duty one (1) time per quarter, the next least senior employee shall be assigned standby duty when an insufficient number of employees sign up to be on standby.

The City retains the right to determine the number of stand-by duty slots required to fulfill operational needs. The City may modify or eliminate the number of these slots with written notice to the Union. Upon receipt of that notice, the Union will be offered an opportunity to provide input prior to the change.

5.3.4 Operational Needs Standby Duty. If the City Manager or designee, determines that operational needs such as inclement weather events, temporarily requires additional staff to be placed on operational needs standby duty, these staff will be paid \$5.00 per non-working hour.

Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.

5.4 Higher Classification - In the event an employee is assigned by the department director or designee to work out-of-class in a higher classification within the bargaining unit, then the employee shall be paid an additional 7.5% of their base pay, for all hours worked while the employee is assigned to the higher classification within the bargaining unit, provided the employee has worked for a period of not less than two (2) consecutive workdays in the higher classification, retroactive to the first day worked in the higher classification.

5.5 Pyramiding of Compensation - No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. On-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

ARTICLE VI SENIORITY, LAYOFF, RECALL and JOB VACANCIES

6.1 Seniority - Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire, in a regular status in the bargaining unit, but shall not be established until completion of the employee's "probationary period". An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.

6.1.1 Each calendar year, upon the request of the Union, the Employer shall provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.

- 6.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- 1) Retirement;
 - 2) Voluntary termination or job abandonment;
 - 3) Discharge;
 - 4) Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten (10) calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
 - 5) Failure to return to work promptly after an authorized leave of absence;
 - 6) Layoff exceeding fifteen(15) months; or
 - 7) Unauthorized leave from work beyond three (3) working days.
- 6.2.1 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".
- 6.3 Layoff - Layoff shall be by classification. In case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.
- 6.3.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.
- 6.3.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 6.4.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 6.4.2 During a period of lay-off recall, no temporary or seasonal employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary or seasonal position will not affect the recall status of the individual.
- 6.4.3 Job Vacancies - All job vacancies within the bargaining unit, whether existing positions or newly created positions, shall be posted on the City's internal employment application website for not less than seven (7) calendar days, during which time employees who desire consideration for such openings shall apply as prescribed in the job posting. Bargaining unit employees who meet the minimum qualifications for the position and have completed

their probation period shall be given first consideration for positions in the bargaining unit. The (7) calendar day posting period for positions within the bargaining unit may be waived in agreement with the Union.

6.4.4 Posted job opportunities shall contain a current description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities to help meet the needs of both the employee and the City.

6.4.5 Employees who are recalled from layoff shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, less any amounts that were cashed out at separation.

ARTICLE VII SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE

7.1 Sick Leave - All full-time employees accrue sick leave benefits at the rate of eight (8) total hours for each calendar month of continuous employment. Such sick leave shall be separated into two separate accrual banks, "state sick leave" and "city sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.

7.1.1 All employees shall accrue one (1) hour of paid state sick leave for every forty (40) hours worked. Employees are not entitled to accrue state sick leave for hours paid while not working (such as vacation, paid holidays, or while using state sick leave). In addition, regular full-time employees shall accrue city sick leave, which when combined with their state sick leave will total eight (8) hours of sick leave per month (prorated for part-time employees).

7.1.2 State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued state sick leave beginning on the ninetieth (90th) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn city sick leave benefits, and may not use any earned but unused sick leave benefits during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.

7.1.3 City sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.

7.1.3.1 Unused state sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's city sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.

7.1.4 Accrued state sick leave must be utilized first, followed by city sick leave once the employee's state sick leave is exhausted. Employees may use their accrued, unused sick leave hours to care for themselves or a family member (as defined below) for:

- a. Mental or physical illnesses, injuries, or health conditions;
- b. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- c. The need for preventive medical care.

- 7.1.4.1 For the use of sick leave to care for an employee's family member, "family member" is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. "Child" is defined as a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status). "Parent" is defined as a biological, adoptive, de facto, or foster parent, 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.
- 7.1.4.2 Sick leave benefits may also be used by eligible employees for paternity leave for ten (10) days after the birth or adoption of a child under the age of six, and for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. Sick leave may also be used for (a) a child with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. For the purposes of this section, "health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020(10-14).
- 7.1.4.3 Employees may use their accrued, unused sick leave when their City building (work site) has been closed by order of a public official for any health-related reason; or when an employee's child's school or place of care has been closed by order of a public official for any health-related reason. See the definition of "child" in the previous section.
- 7.1.4.4 Employees may use their accrued, unused sick leave to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to:
- a. Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
 - b. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
 - c. Attend health care treatment for a victim who is the employee's family member;
 - d. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
 - e. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
 - f. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
 - g. For purposes of leave related to domestic violence, sexual assault, or stalking, "family member" is defined as any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.
- 7.1.5 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 7.1.6 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. The City provides "Sick Leave Restoration" program to enable employees, off work due to a workplace injury, to receive a paycheck while they wait for the Department of Labor and Industries (L&I) to process their claim and issue time-loss compensation.

Employees may elect to use sick leave for the absence, but then have much of their sick leave accruals credited back calculated based on time-loss L&I payments issued to the employee. Employees must use their available sick leave bank, and when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. It is mandatory for the employee to restore their sick leave hours (used to keep them "whole) while waiting for their time-loss payments from L&I, so that the employee receives no more than 100% of their wages during a time loss event. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the following: When the City is notified that the employee has received a time-loss payment from L&I, the City will offset or adjust the difference between the L&I payment and what the employee has been paid from the City for the corresponding period(s). Once the employee has "restored" all their sick leave accruals, the employee shall no longer accrue paid leave benefits and the offset from L&I payments shall cease. The employee is no longer required to surrender the time loss payments from Worker's Compensation to the Employer.

- 7.1.7 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the City's Personnel Manual. Failure to give the required notice may result in no payment of city sick leave benefits or other compensation for such absence(s).
- 7.1.7.1 Employees must provide reasonable notice of an absence from work for the use of sick leave to care for themselves or a family member, or because the employee's child's school or place of care is closed by order of a public official for any health-related reason, as follows.
- 7.1.7.2 If an employee's absence is foreseeable, the employee must provide notice to their supervisor or designee at least 10 days, or as early as practicable, before the first day sick leave is used. If possible, notification should include the expected duration of the absence.
- 7.1.7.3 If an employee's absence is unforeseeable, the employee must contact their supervisor or designee as soon as possible before the required start of their shift. If the absence continues beyond the first day, the employee shall notify the supervisor on a daily basis.
 - a. If circumstances allow, employees should provide notice as soon as the employee learns of the need for sick leave.
 - b. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice.
 - c. If possible, this notification should include the expected duration of the absence.
- 7.1.7.4 For the use of domestic violence, sexual assault, or stalking, if the absence is foreseeable, an employee must give advance oral or written notice to their supervisor or designee as soon as possible. If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or family member being a victim of domestic violence, sexual assault, or stalking, the employee or their designee must give oral or written notice no later than the end of the first day that the employee takes such leave.
- 7.1.8 When an employee has used state sick leave for an authorized use for more than three (3) consecutive days, the employee must provide verification that establishes or confirms that the use of sick leave is for an authorized purpose. "Three (3) consecutive days" means an absence for a full work day or partial work day on each of three consecutive days during

which the employee is required to work. For those employees with a regular work schedule, when the employee is "required to work" means the employee's regular schedule. However, an employee who is on a scheduled day off, such as a holiday or scheduled vacation day, cannot use sick leave because the employee is not required to work that day. Acceptable verification for absences exceeding three days are specified as follows.

- 7.1.8.1 For care of the employee or the employee's family member, acceptable verification may include:
- a. A written or oral statement from the employee indicating that the use of sick leave is necessary to care for the employee or their family member for an authorized purpose;
 - b. A doctor's note or a signed statement by a health care provider indicating that the use of sick leave is for care of the employee or their family member for an authorized purpose; or
 - c. Other documentation demonstrating that the employee's use of sick leave is for care of the employee or their family member for an authorized purpose.
- 7.1.8.2 Verification must be provided to the City within ten (10) calendar days of the first day an employee used sick leave to care for themselves or a family member.
- a. When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of documents listed in WAC 296-128-660 satisfies this verification requirement; such verification must be in a timely manner.
 - b. In the event the employee's child's school or place of care is closed by order of a public official for any health-related reason, acceptable verification may include written notice of closure by order of the public official; such verification must be provided to the City within ten (10) calendar days of the first day the employee used sick leave for such purpose.
- 7.1.8.3 When an employee has used City sick leave, the employee may be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. Examples of such an established pattern include when employee calls in sick on a day when a vacation request was denied, or absences or tardiness when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.9 Any employee found to have abused sick leave benefits or privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 7.1.10 Sick Leave Cash Out to HRA VEBA Upon Separation - Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Union or upon the death of any employee regardless of years of service, the City will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. For employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA VEBA account.

- 7.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the City's Personnel Manual.
- 7.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act, the Family Medical Leave Act (FMLA) and Paid Family Medical Leave (PFML) as currently enacted or as may be amended.
- 7.1.13 Paid Family Medical Leave (PFML) - Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.
- 7.2 Other Leaves - Medical, maternity, paternity, Family Medical Leave, Paid Family and Medical Leave, military leave, military reserve training, and other leaves shall be specified in the City of Des Moines Personnel Manual.
- 7.3 Shared Leave – Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J. of the City's Personnel Manual with the provision that employees applying for shared leave benefits may bank a total of forty (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.
- 7.4 Light Duty – Light duty may be provided per Section 4.L of the City's Personnel Manual.
- 7.5 Bereavement – When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty- four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

ARTICLE VIII VACATION AND HOLIDAY

- 8.1 Vacation – Each regular full-time employee shall accrue vacation leave at the following rates: Adopt MOU TA 01.19.2023

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	<u>Carryover Maximum</u>
0-3 years	8 hours/month	240
4-6 years	10 hours/month	240
7-10 years	12 hours/month	288
11-15 years	14 hours/month	336
16+ years	16 hours/month	384

- 8.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 8.1.2 All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 8.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carry in their vacation balance is according to the schedule listed in Section 8.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carry more hours, provided that the employee submits a request to carry the additional hours that includes an explanation of why they could not use all the hours over their vacation maximum balance and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 8.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.
- 8.2 Holidays – An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Employees shall receive four (4) hours off at their regular straight-time hourly rate of pay the afternoon of Christmas Eve Day, December 24, providing they are scheduled to work. In addition, employees shall receive twenty-four (24) floating holiday hours as scheduled by the employee and approved by the supervisor. Regular part-time employees shall receive the above paid holidays on a prorated basis.

- 8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.

- 8.2.3 Employees assigned to work Independence Day, Thanksgiving Day, Christmas Day, Christmas Eve Day after 12:00 p.m. (noon) and New Year's Day shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on those days, in addition to their holiday pay. Employees assigned to work on any of the remaining holidays listed in Section 8.2 shall be paid one and one-half (1.5) times their regular rate of hourly pay for all hours actually worked on these days, in addition to their holiday pay. For the purposes of this provision, holidays begin and end at midnight, except Christmas Eve Day, which begins at 12:00 p.m. (noon) and ends at midnight. Employees who are assigned to work on any holiday may choose to receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. Provided, that employees who are assigned to work the afternoon of Christmas Eve (rather than receive 4 hours off with pay) shall receive their choice of 4 hours of holiday pay or 4 floating holiday hours. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.
- 8.2.4 Employees on alternative work schedules must use vacation, compensatory-time or floating holiday hours to account for the difference between the eight (8) hour holiday and their longer regular shift, using two (2) hours if on a "4-10s" schedule, or one (1) hour if on a "9-80s" schedule. However, when such employees have actual hours worked on a holiday under Section 8.2.3 above, they shall not also use vacation, compensatory-time, or floating holiday hours to supplement the eight (8) hour holiday.
- 8.2.5 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.6 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six (6) month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

ARTICLE IX GRIEVANCE PROCEDURE

- 9.1 Grievance Definition - A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this agreement. A complaint by an eligible employee regarding discipline that does not involve a loss of pay or monetary benefits may only be processed through Step 3 of the grievance procedure herein.
- 9.2 Grievance Procedure Steps - A grievance shall be handled in the following manner:
- 9.2.1 Step 1 - The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within five (5) working days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within five (5) working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant(s).

9.2.2 Step 2 - If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within five (5) working days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within five (5) working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Personnel Director should be provided with a copy of this memorandum at the time it is sent to the grievant(s).

9.2.3 Step 3 - If the grievance is not settled at Step 2, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.

9.2.4 Step 4 - If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

9.2.5 Step 5 - Arbitration Procedure. If a grievance concerning a violation of a specific provision of this Agreement which shall not include any disciplinary action is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party

striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.2.6 Step 5 - Arbitration Procedure (Discipline involving loss of pay or monetary benefits). If a grievance concerning discipline involving loss of pay or monetary benefits is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure.

A panel of three (3) arbitrators determined by the Employer and Union representatives starting with a panel of eleven (11) professionally recognized arbitrators selected by the Employer and the Union. The Employer will then delete four (4) names. The Union will then delete four (4) names. The remaining three (3) arbitrators become the panel from which the Employer shall select an arbitrator if necessary during the term of the Agreement. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator's authority is limited to either accepting the position of the Employer or accepting the position of the Union. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.3 Special Provisions

- a. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case, including but not limited to witness fees and attorney fees.
- c. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.

- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- g. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- h. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

9.4 Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

9.4.1 The Union, the appealing employee, and any other bargaining unit members do not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

ARTICLE X EQUIPMENT, UNIFORMS, AND TRAINING

10.1 Equipment - The Employer shall provide each employee safety equipment and protective clothing as required by the Employer for the performance of all essential job functions.

10.2 Uniforms – The Employer shall provide each employee a sufficient number of uniforms. The Employer shall also provide laundering services for all uniform items. Following initial uniform issue, replacement of uniform items shall be based on need. The Employer shall have the sole and final authority to determine when items need replacement.

10.2.1 Boot Allowance - The Employer, for 2023 shall provide each employee with a boot allowance of up to two hundred seventy-five dollars (\$275.00) to purchase work boots. The allowance shall increase by one hundred percent (100%) of Seattle CPI-U of June of the previous year for subsequent years. Boots replacement shall be based on need, with the Employer having the sole and final authority to determine when replacement is needed. The boot allowance amount shall apply each time a pair of boots is replaced.

10.3 Training – The Employer shall compensate employees to attend employer required training. Employer required training shall be paid at the employee's regular, straight-time hourly rate of pay unless otherwise required by the Fair Labor Standards Act. The Employer shall reimburse costs reasonably related to such training.

10.3.1 Reimbursement for training and other related expenses shall be in accordance with the Employer's policy.

10.3.2 The Employer shall not be required to compensate an employee for time spent by the employee outside of regular working hours for acquisition or maintenance of certifications required by county, state, or federal law.

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

11.1 Medical Insurance - Regular full-time employees and regular part-time employees budgeted for thirty (30) hours or more per week shall be eligible to participate in the City's medical insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more per week on a pro rata basis according to the following schedule:

- 1) The City will pay ninety percent (90%) of the employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities Health Insurance Plans:
 - i. HealthFirst 250 Plan
 - ii. Kaiser Permanente \$200 Deductible Plan
- 2) The City will pay one hundred percent (100%) of the eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans with Regence and Kaiser Permanente.
 - i. For employees who select a High Deductible Plan the City will provide a notional Health Reimbursement Arrangement (HRA) of one thousand five hundred dollars (\$1,500) for employee only coverage or three thousand dollars (\$3,000) for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis.
 - ii. Once the deductible has been met, and the employee has paid the coinsurance costs of one thousand five hundred dollars (\$1,500) above any beyond the deductible for employee only coverage, or three thousand dollars (\$3,000) above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual-out-of pocket limit.
 - iii. The unused balance in the notional HRA will be rolled over into the HRA VEBA accounts of current employees in April of the following year.
- 3) For those employees who select the HealthFirst 250 Plan or the Kaiser Permanente \$200 Deductible Plan, the City will make the following contributions to the employee's HRA VEBA account:
 - i. Employee only: seven hundred and fifty dollars (\$750)
 - ii. Employee plus dependents one thousand two hundred and fifty dollars (\$1,250)
- 4) Should the City voluntarily agree to a higher HRA or HSA amount with any other group, the Union members covered by this agreement, shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.
- 5) If an employee opts out of the City's medical plans entirely, the employee will receive cash in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the HealthFirst 250 Plan medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical

coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

- 11.2 Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F and Plan II Orthodontia.
- 11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan (VSP), Full Family \$25 Deductible.
- 11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor's Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.
- i. In addition to the current LTD SIB and Term Life Insurance (\$5,000 and \$10,000 AD&D) coverage the City provides, the City will contribute an additional point three five three percent (0.353%) for each employee, covered by the Teamsters Collective Bargaining Agreement, to their 457(a) account from the savings realized by the City from the LTD and SIB Programs.
 - ii. The City will modify the terms of the 401(a) Social Security Replacement and 457 Deferred Compensation Plans it purchases from ICMA-RC to allow retired employees represented by the Union to annually withdraw, tax free, the maximum amount allowed by law to pay for health insurance premiums, when federal law or regulation is changed to allow such withdrawals.
- 11.5 Payment of Premiums - The Employer will pay premiums for the coverages described in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.
- 11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered. The Teamsters agree to accept externally imposed benefit changes.
- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations

Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.

11.9 Labor and Industries - The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.

11.10 Section 125 Plan - Effective January 1, 2008, the City shall allow an employee to participate in a Section 125 Plan if he/she so desires.

11.11 Western Conference of Teamsters Pension Trust - On November 18, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016, pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 11.11.2 on behalf of all regular employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal or summer work" upon the Employer owned property regardless of the method compensated or the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "seasonal or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "seasonal or summer work".

No person or third party beneficiary shall interpret this Agreement such that "seasonal or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by "seasonal or summer work" and confirms that such work is not bargaining unit work for the purpose of this section.

- 11.11.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 11.11.2 The Employer shall pay one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and fifty cents (\$1.50) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 11.11.2.1 For the purposes of this Article compensable hours shall include but not be limited to, all hours worked, vacation or sick leave that is used by the employee and all other forms of hourly compensation. Compensable hours shall not include any cash out of vacation or sick leave benefits upon separation of service for any reason.
- 11.11.3 The pre-tax hourly diversions provided for in Section 11.11.2 may be increased by a majority vote of the affected classifications. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 11.11.2.

ARTICLE XII LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 12.1 Labor-Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

ARTICLE XIII COMPENSATION

- 13.1 Base Wage – The classifications of work and monthly rates of pay for employees covered by this Agreement shall be set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.
- 13.2 Military Paid Leave of Absence – An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay less the amount of military pay to which they are entitled.

ARTICLE XIV PERFORMANCE OF DUTY

- 14.1 Employees shall perform their assigned duties to the best of their abilities. The Union and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the departments.

ARTICLE XV SAVINGS

15.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE XVI SAFETY

16.1 Safety – The Employer agrees to provide a work environment that complies with all applicable state and federal laws to insure worker safety. During the term of this Agreement, the Employer and Union will further meet and discuss the implementation of a Safety Program and its application to bargaining unit employees.

16.2 Drug and Alcohol Testing – The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City’s Drug and Alcohol Testing Policy and Procedures.

ARTICLE XVII EMPLOYEE RIGHTS

17.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.

17.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer’s decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee’s signature does not necessarily indicate agreement.

ARTICLE XVIII SUBCONTRACTING

18.1 At least ninety (90) days prior to the implementation of contracting out to public or private agencies, the City shall meet with the Union to:

- 1) Provide the City’s reasons and goals for contracting out or reassignment of the work,
- 2) Discuss alternatives to contracting out or reassignment that would meet the City’s goals, and
- 3) If the implementation should result in a reduction of the workforce, bargain the impacts of such contracting out or reassignment.

ARTICLE XIX COMPLETE AGREEMENT

19.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for 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 unless mutually agreed otherwise.

19.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE XX TERM OF AGREEMENT

20.1 This Agreement shall be effective January 1, 2023 unless otherwise agreed, and shall remain in full force and effect through December 31, 2025. If a certain Article specified a different date, that date shall take precedent. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.

20.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

ARTICLE XXI MISCELLANEOUS

21.1 Tardiness - Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being deducted as fifteen (15) minutes.

21.2 Inclement Weather - Should the Mayor, City Manager or a Designee close City Hall, due to inclement weather or related conditions and releases non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this agreement who is assigned to work during the normal City Hall business hours while City Hall is closed.

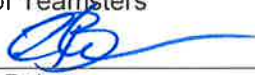
21.3 Furloughs - The City reserves the right to negotiate furloughs in the event of significant budget shortfall as part of its efforts to preserve essential services and ensure the City's ongoing ability to meet its financial obligations. The City recognizes its obligation to provide notice to the Union and an opportunity to negotiate furloughs. The details of any furlough will be negotiated in good faith by the parties, including whether seniority may apply in a furlough and how furloughs or equivalent concessions are being implemented for other City employees (since it is not the City's intent to single out the Teamsters bargaining unit). Furloughs would only be implemented either by agreement between the parties or upon completion of negotiations and statutory impasse procedures pursuant to RCW 41.56. The concerns of the Union will be given good faith consideration by the City, including concerns as to equity with other City employees.

21.4 Cell Phones - The City may opt to provide a cell phone stipend of \$20.00 per month, for employees who hold the classification of Maintenance Worker I and/or Maintenance Worker II. Employees, who hold the classification of Maintenance Specialist and Maintenance Lead and are required to utilize a cell phone as part of their normal course of business, may opt to use a City provided cell-phone or choose to receive a monthly cell phone stipend amount as established per City policy. Marina employees may also receive a cell phone stipend of \$20.00 per month regardless of classification.

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

CITY OF DES MOINES, WASHINGTON

By



Chad Baker
Secretary-Treasurer

By



Michael F. Matthias
City Manager

Date

3/15/23

Date

3/29/2023

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

January 01, 2023 through December 31, 2025

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

A.1 Effective January 1, 2023, the base wage rates in effect December 31, 2022, shall be increased by eight percent (8%), resulting in the following hourly rates for active employees in the bargaining unit as of the date of Union ratification:

RANGE	POSITION	Step A	Step B	Step C	Step D	Step E
T11	Harbor Attendant I Maintenance Worker I – Parks Maintenance Worker I – Streets Maintenance Worker I - SWM Parks Maintenance Worker I	27.69	29.08	30.53	32.06	33.66
T15	Harbor Attendant II Maintenance Worker II – Parks Maintenance Worker II – Streets Maintenance Worker II – SWM Facilities Maintenance Worker I	32.39	34.01	35.71	37.50	39.38
T17	Marina Environmental Operations Specialist Parks Maintenance Specialist SWM Maintenance Specialist Traffic Control Specialist	35.04	36.79	38.63	40.56	42.59
T19	Senior Maintenance Worker/Lead-Facilities Senior Maintenance Worker/Lead – Marina Senior Maintenance Worker/Lead – Parks Senior Maintenance Worker/Lead – Street Senior Maintenance Worker/Lead - SWM	37.90	39.79	41.78	43.87	46.07

A.1.1 Effective January 1, 2024, the base wage rates in effect December 31, 2023, shall be increased by a minimum of three percent (3%) and a maximum of four percent (4%) of the June Seattle-Tacoma Bellevue CPI-U.

A.1.2 Effective January 1, 2025, the base wage rates in effect December 31, 2024, shall be increased by three percent (3%).

A.2

Longevity

5 years	1.0% retroactive to 1-1-23
12 years	2.0%
20 years	3.0%

Increases in the longevity premium rate shall begin in January of the year in which periods of aggregate service with the City are completed according to the schedule above.

All Employees employed by the City on the date of Union ratification shall receive a one thousand seven hundred fifty dollar (\$1,750) lump sum payment no less than ninety days following the date of ratification.

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

CITY OF DES MOINES, WASHINGTON

By



Chad Baker
Secretary-Treasurer

By



Michael F. Matthias
City Manager

Date

3/15/23

Date

3/29/2023