

AGREEMENT

by and between

CITY OF NEWCASTLE, WASHINGTON

and

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

(Representing the Public Works Employees)

January 1, 2022 through December 31, 2024



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

ARTICLE I RECOGNITION

- 1.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall be defined as all full-time, and regular part-time, maintenance employees; excluding supervisors, confidential employees, department heads, elected and appointed officials, and seasonal/temporary employees working less than one-sixth time (347 hours) of a regular, full time employee.

- 1.2 Seasonal/Temporary Workers* - For purposes of this Agreement, a "seasonal" or "temporary" employee shall be defined as an employee employed for less than twelve hundred (1200) hours in a twelve (12) consecutive month period. In the event a seasonal/temporary employee is employed for more than one-sixth time of a regular, full time employee (347 hours) in a twelve (12) consecutive month period, the employee will be entitled to the Seasonal/Temporary rate of pay as outlined in Appendix A, but will only receive those benefits specifically outlined in this Agreement until reaching twelve hundred (1200) hours of employment. In the event a seasonal/temporary employee is employed for more than twelve hundred (1200) hours in a twelve (12) consecutive month period, the employee shall be covered by this collective bargaining agreement as if they were a regular employee.

- 1.3 Unless otherwise agreed, only the following provisions of this Agreement shall apply to bargaining unit seasonal/temporary employees who have worked more than one-sixth time of a regular, full time employee (347) hours), but fewer than twelve hundred (1200) hours in a twelve (12) consecutive month period.

Article 1	Article 2	Article 3	Article 4
All	All	All	All
Article 5	Article 6	Article 7	Article 9
5.4 Union Notification	6.2 Rest Periods	7.1 Overtime	9.1 Wages
	6.3 Meal Periods	7.2 Overtime	

Article 12	Article 14		Article 17
Sick Leave	14.2 Protective Gear		All
Article 18	Article 19	Article 21	
All	All	All	

*Provided that application of the Grievance Procedure shall be limited to alleged violations raised by the employee and union pertaining to hourly wages.

ARTICLE II NON-DISCRIMINATION

- 2.1 The Employer and the Union shall not unlawfully discriminate against any employee. Disputes regarding this Article may be handled through either the grievance procedure or the applicable regulatory agency.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees as well as volunteers; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise.
 - 3.1.1 The Union recognizes the right of the Employer to contract any and all work as the need may arise. However, the Employer will not layoff bargaining unit employees without first notifying the Union of its plans and meeting with Union representatives and exploring alternatives with the Union.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the initiation fee, dues, and delinquent dues of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

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

ARTICLE V UNION BUSINESS

- 5.1 Union Officials Time-Off – Union officials (Shop Stewards or members of the Bargaining Committee) shall be granted a reasonable amount of time off with pay to investigate grievances and otherwise administer the Agreement but such activities shall not interfere with routine functions of the Department. During the employee's regularly scheduled hours of work, any release time with pay shall be limited to meetings with Employer representatives(s). Otherwise, such business shall be transacted during the employee's breaks or meal period or outside the employee's regularly scheduled work hours.
- 5.1.1 As for labor negotiations meetings, there will be one employee representative, selected by the bargaining unit, to be in attendance at all negotiations meetings involving the Employer and the Union. The employee representative will be granted up to two (2) hours without reduction in wages or use of earned vacation or comp time to attend a negotiations session during regularly scheduled work hours with the approval of the Department Head.
- 5.2 Union Investigative and Visitation Privileges – The Business Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time, but shall not interfere with employees work activities. Reasonable notice shall be provided to the Public Works Director.
- 5.3 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area, which is frequented by all employees within the bargaining unit.
- 5.4 Union Notification - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, hire date, wage rate, and telephone contact information of the new employee. The employer shall promptly notify the Union of all employees leaving its employment or any change of employment status.

ARTICLE VI HOURS OF WORK

- 6.1 Work Schedule - The standard work week for regular full-time employees shall consist of five (5) consecutive days of eight (8) consecutive hours, excluding meal period.

- 6.1.1 By mutual agreement between the Employer and the employee, an employee may have an alternate work schedule.
- 6.1.2 The normal work weeks shall be scheduled Monday through Friday, except as otherwise provided by the terms of this Agreement.
- 6.1.3 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hour work period. Rest period shall be scheduled as near as possible to the midpoint of each four (4) hour work period, and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 6.3 Meal Periods - Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and shall normally commence within one (1) hour of the mid-point of the work shift. No employee shall be required to work more than five (5) consecutive hours without taking a meal period.
- 6.4 Schedule Change - Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employer may return the employee to their previous schedule.
- 6.5 Higher Classification - In the event an employee is assigned to work by his or her department director with the approval of the City Manager in a higher classification than to which the employee is regularly assigned for a period of ten (10) work days or more, the employee shall be paid at the next higher rate of pay in the higher classification with a minimum increase of five percent (5%) and a maximum increase of fifteen percent (15%) and provided further, that this provision shall not apply when the employee is in training status.

ARTICLE VII OVERTIME

- 7.1 If a non-exempt employee is required to work in excess of their regular daily schedule or forty (40) hours per work week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. Overtime worked on Saturday or Sunday shall be paid at one and one-half (1-1/2) times the regular straight-time rate of pay, unless an alternative schedule has been agreed to per Article 6.1.3.
- 7.1.1 For the purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as time worked.
- 7.2 Overtime shall be paid to the nearest quarter hour.

- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay which shall be at the Employer's discretion to approve or deny. No employee shall accumulate more than fifty-five (55) hours of compensatory time in one (1) year or carry over more than fifty-five (55) hours compensatory time into a succeeding year.
- 7.4 Overtime shall be offered to employees on a rotating basis where practicable.
- 7.5 Exempt employees are not covered by the FLSA overtime provisions and do not receive overtime pay or compensatory time. An exempt employee is paid to perform a job which may not necessarily be completed in a normal work week. There will be no actual deduction in pay for absences of less than a full day for personal reasons, and less than 4 hours for illness or disability. The Infrastructure Maintenance Manager shall receive 32 hours executive leave annually. If the Manager works over 40 hours in the pay period during any snow/ice or parks special events, the Manager shall receive additional leave. The Infrastructure Maintenance Manager classification shall be considered FLSA exempt.

ARTICLE VIII CALLBACK AND ON-CALL DUTY

- 8.1 Callback - Maintenance employees called back to work after having completed the scheduled shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Callback shall not apply in cases of scheduled overtime.
- 8.2 On-Call Duty - An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of fifty-five dollars (\$55.00) per day on weekdays and seventy-five dollars (\$75.00) per day for Saturday, Sunday and holidays the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callout without undue restrictions on activities. The employee shall be fit for duty in order to receive the On-Call Duty Allowance.
- 8.2.1 On-Call Mileage - Employees will be reimbursed the IRS mileage rate up to 50 miles from the City for any unscheduled callouts.

ARTICLE IX WAGES

- 9.1 Wage Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.

ARTICLE X HOLIDAYS

10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time hourly rate of pay:

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

Two (2) "Floating Holidays" designated by the employee and approved by the City

10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours.

10.3 Employees required to work on a holiday shall be paid one and one-half (1-1/2) times the employee's regular straight-time rate of pay, for a minimum of three (3) hours. Such compensation shall be in addition to compensation received pursuant to Section 10.1 above.

ARTICLE XI VACATIONS

11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum six (6) calendar months from his most recent anniversary date of employment.

11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

Months of Service	Monthly Hours Accrued	Annualized Leave Hours
1 – 24 Months	8	96 Hours
25 – 48 Months	9.3	112 Hours
49 – 72 Months	10	120 Hours
73 – 96 Months	11.3	136 Hours
97 – 120 Months	12.6	152 Hours
121 – 168 Months	14	168 Hours
169 Months +	15.3	184 Hours

- 11.3 Payment upon Termination - No vacation credit shall be given unless the employee has worked for the Employer at least six (6) months. In the case of employment for six (6) months or longer, upon termination of employment, employees shall receive all vacation time earned and not yet taken, unless otherwise provided by the terms of this Agreement; provided however, this termination benefit shall be forfeited in the case of voluntary termination where the employee has failed to give the Employer at least two (2) weeks written notice of such termination.
- 11.4 Death Benefit - Upon the death of an employee in active service, the accrued vacation, compensatory time and sick leave pay as applicable of the deceased employee shall be paid to his designated beneficiary or estate at the then current hourly rate.
- 11.5 Carryover - The maximum vacation that an employee may accrue is up to, but not to exceed, two-hundred forty (240) hours. Any hours earned above the maximum will not be accrued and will be forfeited by the employee.
- The City Manager may approve additional days to be carried into the succeeding years provided unique work-related circumstances existed, which prevented employee's use of leave. The City Manager may also approve additional days to be carried into the succeeding years for a planned extended leave. Extended leave may only be permitted one time for each employee and may not be used to accrue additional vacation leave for retirement cash-out. Such request shall be made in writing to the City Manager prior to December 1st. Employees are encouraged to use vacation in the year it is earned.
- 11.6 Part-Time Employees - Regular part-time employee's vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Compensation - Employees shall receive vacation compensation based on their hourly accruals pursuant to Section 11.2. Vacation leave shall be deducted from the employee's vacation accruals on an hour for hour basis.

ARTICLE XII SICK LEAVE

- 12.1 Accrual – Non-exempt employees shall accrue Washington Paid Sick Leave (WPSL) benefits at an accrual rate of one (1) hour for every forty (40) hours worked in paid status, which includes overtime (OT) and paid leave other than compensatory time, (because such comp time reflects OT worked by the employee, which OT hours are included in the employee's sick leave calculation at the time earned) but does not include unpaid leave or worker's compensation.

In addition to and separate from the WPSL benefits provided above, all regular non-exempt full time employees shall accrue Newcastle Sick Leave (NSL) benefits at the rate of 1.833 hours per pay period. Part time non-exempt employees shall accrue on a pro-rata basis. NSL benefits shall accrue only when a regular employee is in paid status (which includes overtime and paid leave other than compensatory time (because such comp time reflects OT worked by the employee,

which OT hours are included in the employee's sick leave calculation at the time earned) but does not include unpaid leave or worker's compensation). NSL does not apply to Seasonal/Temporary employees.

No employee shall accrue more than nine hundred sixty (960) hours total.

12.2

Usage – Permitted use of WPSL for an absence due to the following reasons:

- The employee's own or for a family member with an illness, injury or health condition, to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventative medical care.
- If the City is closed by order of public official for any health-related reason, or where the employee's child's school or daycare is closed for such a reason.
- Absences covered by the City's Domestic Violence Leave Policy.

Permitted use of NSL for an absence due to the following reasons:

- The employee's own bona fide illness or incapacitation injury, or disability, including temporary disability caused by pregnancy or childbirth;
- To care for a child of the employee with a health condition requiring treatment or supervision. For purposes of this policy, "child" is defined as biological, adopted or foster child, a stepchild, a legal ward or a child residing with a person who is standing in for a parent;
- Medical or dental appointments for the employee or dependent child. Employees should do their best to schedule such appointment at times that least interferes with the work day.
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- Use of prescription or non-prescription medications which impairs job performance or safety;
- To care for the employee's spouse/domestic partner, parent, domestic partner parent, parent-in-law, sibling or grandparent who has a serious health condition. For purposes of this policy, "domestic partner" shall have the same meaning and qualification requirements as "state registered domestic partner," as set forth in Chapter 26.60.020 RCW.
- Additional leave beyond bereavement leave for a death in the immediate family, if authorized by the City Manager.

Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for the purpose of bona fide illness or injury. The Employer may require that the employee furnish a physician's proof of illness after three consecutive days absent.

12.2.1

Sick leave may be utilized for care of family as described in Article 12.4.1.

12.3

L & I - All employees are covered by the State Workers' Compensation (Industrial Insurance) Program, in accordance with applicable law. For qualifying cases, State Industrial Insurance will pay the employee for work days lost and medical costs due to job-related injuries or illness. All job-related accidents should be reported immediately to the supervisor. Activities undertaken by employees outside their normal scope of work and/or work day may not be covered by the State Workers' Compensation Program.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the employee shall be entitled to use his/her accrued but unused leave in connection with any absences from work pending receipt of Workers' Compensation benefits.

12.3.1 Coordination of Benefits - When the employee receives Workers' Compensation benefits, he/she is required to repay to the Employer the amount covered by Workers' Compensation and previously advanced by the Employer. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability as long as accrued sick or other leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account. Employees may supplement their Workers' Compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule.

12.3.2 Medical Examination - The Employer may require a medical examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and that he/she will be capable of performing the duties of the position.

12.4 Emergency Leave - In the event of critical illness in the employee's immediate family, the employee may be granted leave of absence without pay for a minimum three (3) working days.

12.4.1 For purposes of the WPSL policy, "family member" means the employee's child, biological, adoptive, foster, step-child or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent); parent (including the same relationships as set for "child" above); spouse or registered domestic partners; grandparent; grandchild or sibling.

The term "immediate family" shall be defined as spouse, domestic partner "as defined by the State of Washington" and children of the employee, step-children, step-parents, and/or grandmother, grandfather, mother, father, mother-in-law, father-in-law, sister, brother, or other relative living in the employee's household.

12.4.2 An employee may be excused by his department head to attend funeral services of a deceased present employee in the bargaining unit without loss of pay. For a deceased non-bargaining unit employee, the employee may be excused by his Department Head to attend the funeral service without loss of pay by using accrued vacation leave or comp time.

12.4.3 A regular full-time employee may take up to three days, i.e. twenty-four (24) hours of funeral leave for a death in the employee's immediate family. With department director approval, up to forty (40) additional hours of sick leave may be utilized in these situations, for a total absence of sixty-four (64) hours (two regular work weeks).

12.5

Family Medical Leave - The Employer agrees to enable employees to use time off to take care of family medical matters. This family medical leave shall apply to regular employees who have been employed by the Employer at least *twelve* (12) months and have worked at least 1250 hours in the preceding *twelve* (12) months. All approved time away from work may constitute a leave of absence for calculation of family and medical leave benefits. This applies to sick leave and other leaves but does not apply to vacation leave.

No benefits such as vacation or sick leave are earned when the employee is on unpaid family and medical leave. Failure to return as agreed from an approved leave may be treated as a voluntary resignation of employment. The employee may be required to repay to the Employer contributions to benefits paid on behalf of the employee by the Employer.

A qualifying regular employee may request leave for up to twelve (12) weeks for the following reasons:

- (1) To care for the employee's child after birth or placement for adoption or foster care;
- (2) To care for the employee's spouse, child or parent who has a serious health condition;
- (3) To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of your job.

If the leave is for reason (2) or (3), the Employer may require medical certification of the reason for, and expected duration of leave.

A "serious health condition" means a health condition that involves (a) inpatient treatment (i.e., an overnight stay), (b) a period of incapacity of more than three (3) consecutive calendar days and continuing treatment, (c) a period of incapacity due to pregnancy or prenatal care, (d) a chronic serious health condition (e.g., asthma), (e) a permanent or long-term period of incapacity because of a condition for which treatment may not be effective (e.g., Alzheimer's), (f) multiple treatments for restorative surgery, or (g) multiple treatments for a condition that would likely result in a period of incapacity of more than three (3) calendar days if not treated (e.g., cancer)

12.5.1

Intermittent Leave - Under some circumstances, leave may be taken intermittently, that is taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. Leave may be taken intermittently if medically necessary because of a serious health condition. If leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the Employer's approval.

12.5.2

Continuation of Benefits - During all leaves noted in items (1) through (3) above of this family and medical leave policy, the Employer will continue to pay the Employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums, if any. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave.

12.5.3 Substitution of Paid Leave - An employee will be required to use any accrued paid leaves before any leave without pay commences.

12.5.4 Notification and Return to Work - A leave of absence shall be requested in writing and submitted to the Department Head thirty (30) days prior to the date on which the employee wishes to begin the leave; or as soon as the need for such leave is known, whichever occurs earliest. Determination of applicability of accrued leave or leave without pay to be used during a leave of absence will be made by the Employer and communicated to the employee as soon as possible following receipt of leave request. The employee shall also provide the supervisor with their intended date of return.

Upon return from family and medical leave, an employee shall be entitled to return to his/her position or an equivalent position. If the employee chooses not to return to work for any reason, he/she should notify the Employer as soon as possible.

12.5.5 Not Eligible for Benefits - The Union acknowledges that since the City of Newcastle employs so few employees, employees are not eligible for benefits under Family Medical Leave Act (FMLA). Should the City make a policy allowing for benefits under FMLA for non-represented employees the employees covered by this agreement will have the same benefit ("me too").

12.6 Court Appearance - Employees shall be granted time off with pay to serve on a jury or as a non-party court witness to an incident arising while the employee is performing his/her duties assigned by the Employer. If an employee is summoned during a critical work period, the Employer may ask the employee to request a waiver from duty. It is expected that employees will report to work if there is a break during jury duty where the employee is not required to report to the courts.

12.7 Military Leave – Military duty shall be granted in accordance with applicable law.

12.7.1 Military Training Leave - Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to twenty-one (21) calendar days per year, or any greater period required by law, for performing ordered active duty training. If the active duty exceeds twenty-one (21) calendar days, the employee will take accrued compensatory time, available vacation, and then leave without pay.

12.7.2 Leave for Active Duty Military Service - Regular employees who are called to or volunteer for active duty military service will be placed on an indefinite unpaid leave of absence during the time the employee is in active duty status with any branch of the Federal or State Armed Forces. The employee will not earn additional vacation or sick leave benefits while in unpaid status. An employee shall not receive paid health care coverage while in unpaid leave status, but may elect continued coverage as applicable pursuant to COBRA. Reinstatement following active duty will be in compliance with state and federal laws at time of return to work.

- 12.8 Sick Leave Separation Payment - Employees whose employment terminates or who resigns in accordance with the notice requirements set forth herein are eligible to be paid for fifty percent (50%) of accrued and unused sick leave to a maximum of 960 hours at termination, providing she or he has a minimum of 96 hours accrued. The maximum amount equals 480 hours at payout and the minimum amount equals 48 hours. Included in termination for these purposes are voluntary resignation, retirement, layoff or death. Unless waived by the Employer, employees who fail to give two (2) weeks' notice of resignation shall not be eligible for the sick leave separation payment.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 Health Insurance - It is the intent of the parties that health benefit coverages and cost-sharing between the Employer and the employees in the bargaining unit shall be the same for represented and non-represented employees of the City.

The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee and eighty percent (80%) of the premium necessary for dependents (where applicable) of each full-time employee who will receive the type of medical coverage based on the AWC HealthFirst 250 medical.

The Union agrees the City retains the right to adjust the above 90%/80% premium sharing obligations for bargaining unit employees so they remain the same as for the City's non-represented employees.

Dental - AWC, Washington Dental Service Plan F, with Plan III Orthodontia.

Vision - Vision Service Plan, with twenty five dollars (\$25.00) deductible.

- 13.2 Part Time Employee - All regular part-time employees shall receive monetary credit to be applied toward insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc.

- 13.3 Life Insurance - The Employer shall maintain Life and Accidental Death and Dismemberment Insurance coverage for each employee in the amount of fifty thousand dollars (\$ 50,000) payable to a beneficiary designated by the employee.

- 13.4 Long Term Disability - The Employer shall continue the long-term disability program with a 60% benefit payment level following a 90 day waiting period.

- 13.5 Survivor Income Insurance Benefit - The Employer shall continue the survivor life insurance program. Spouse or Children - 30% to a \$2,500 monthly maximum benefit - Spouse and Children - 60% to a \$1,800 monthly maximum benefit following a 90 day waiting period.

ARTICLE XIV UNIFORMS, CLOTHING AND TRAINING

- 14.1 An annual uniform allowance of \$550.00 per year will be given to each bargaining member in the maintenance department for safety gear such as; footwear, work jeans and safety shirts. The Employer will also provide \$250.00 towards a City approved work jacket during the term of the contract. The Employer shall also provide all new hires upon completion of their probationary period the allowance for purchasing clothing.
- 14.2 The Employer shall provide to all maintenance employees adequate protective gear, such as; gloves, hard hats, safety glasses, ear protection, rain gear, rain boots at no cost to the employee. These will remain the property of the City.
- 14.3 The Employer may reimburse employees for the cost of tuition and fees for job related classes/courses not provided by the Employer; provided however,
- (1) the employee has received prior written approval from the Department Head and City Manager; and
 - (2) the maximum annual reimbursement shall be per City Personnel Policy 8.03; and
 - (3) the employee has received a grade of "C" or better, or P in a "pass/fail" system.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. During the probation period, the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. The Employer may extend the probationary period an additional 90 days or any portion thereof by giving written notice, to the employee and the Union, of extension of probation, identifying the areas in which the employee's performance must be improved. The employer may only extend the probation period one time per probationary employee. No probationary employee shall have access to the grievance procedure to contest their dismissal.
- 15.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.
- 15.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge, or
Voluntary quit
- 15.2.2 In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

- 15.3 Seniority List - Upon request, but not more than semi-annually, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, current mailing address, his present classification, date of hire and present rate of pay.
- 15.4 Layoff - In case of a layoff, the employee with the shortest length of continuous service within the classification shall be laid off first, provided the remaining employees are qualified to perform the duties. The Employer shall provide an employee with three (3) weeks advance notification prior to layoff.
- 15.5 Recall - In case of recall, those employees within the work group laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.
- 15.6 Job Vacancies - When a permanent job vacancy occurs in the bargaining unit, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to best perform the duties of the job, over an outside applicant, all else being equal. In applying this provision, it is the intent to fill job vacancies in the bargaining unit with qualified employees and to permit the Employer to fill vacancies with the most qualified applicant. Although internal candidates may receive first notice and consideration of vacancies, the City may hire external over internal candidates if in its discretion an external candidate is more qualified or appropriate for the positions.
- 15.6.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI WARNING NOTICE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee in the bargaining unit without just cause, but in respect to discharge or suspension shall give at least one (1) written warning of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no written warning need be given to an employee before he or she is discharged or suspended if the cause of such discharge or suspension is for conduct involving dishonesty, gross insubordination, alcohol or duty related substance abuse, and/or issues of parallel magnitude (e.g. proven harassment of another person, fighting, assault, or threats of workplace violence or gross negligence). Warning letters to be considered as valid, shall be issued within ten (10) business days after the Employer becomes aware of the violation claimed by the Employer in such warning letter.
- 16.1.1 Warning notices shall be immediately removed from the employee's personnel file at such time the complaint is determined to be unfounded.
- 16.1.2 Warning notices shall be defined as a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings shall be placed in the employee's personnel file. The written warning shall include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and make clear what further disciplinary

action would follow if the incident happens again or if improvement does not occur within a specified time period. Warning notices shall not remain in effect for period of more than twenty-four (24) months for the purpose of demonstrating a pattern of recurrent or habitual behavior of a similar nature.

- 16.1.3 Bargaining unit members who have supervisory responsibilities will continue to counsel, evaluate, schedule, train, and manage subordinates and perform other duties within their job description as delegated by their Department Head.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee's Department Director. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) calendar days of receipt.
- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) days of the receipt of the Step 2 answer, invoke arbitration with written notification to the Employer. If the Employer and the Union are unable to agree upon an arbitrator within five (5) days after they meet to determine such an appointee, they shall jointly request a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be subject to arbitration. The decision of the arbitrator shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement.
- 17.1.4 Costs - The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits - Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE XVII SAVINGS CLAUSE

18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX PERSONNEL POLICIES

19.1 The City's duly adopted Personnel Policies as they now exist or may hereafter be amended apply to all matters not expressly covered by this Collective Bargaining Agreement. The City shall give the Union not less than thirty (30) days notice of its intent to amend the Personnel Policies. The Union reserves the right to bargain changes in the Personnel Policies that constitute mandatory subjects of bargaining under RCW 41.56 as they may affect the wages, hours or working conditions of the members of the bargaining unit.

ARTICLE XX COMPLETE AGREEMENT

20.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XXI DURATION

21.1 This Agreement shall be effective when ratified by the Union and adopted by the City Council and shall remain in full force and effect through December 31, 2024, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

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

CITY OF NEWCASTLE, WASHINGTON

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

By Robert Wyman
Robert Wyman
City Manager

Date 4-6-22

Date 4/12/22

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

January 1, 2022 - December 31, 2024

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF NEWCASTLE, 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 upon signing, the classifications of work and rates of pay shall be as follows, retroactive to January 1, 2022.

Position	2022 Minimum Range	2022 Maximum Range
Maintenance Technician	\$61,818 (Annual)	\$77,010 (Annual)
	\$5,152 (Monthly)	\$6,418 (Monthly)
Infrastructure Maintenance Manager	\$84,340 (Annual)	\$108,768 (Annual)
	\$7,028 (Monthly)	\$9,064 (Monthly)

The hourly pay rate for seasonal/temporary employees covered by this Agreement as defined in Article 1.2 shall be \$19.00 - \$25.00.

A.2 Movement potential within the step range shall be based on satisfactory Annual Performance Reviews and Pool of Funds as authorized by City Council for all employees of the City.

It is the intent of the parties that any COLA and/or merit wage changes for non-represented employees of the City be applied for represented and non-represented employees of the City alike.

A.3 The rate of pay set forth within Sections A.1 reflects a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.4 Merit Days – The Employer shall continue the Merit Day calculation with regard to meeting or exceeding expectation as it applies to bonus days off. Score of 260-359 equals one (1) day and a score of 360-500 equals two (2) days off. Paid at the appropriate rate of pay.

A.5

Premium Overnight Snow Plowing Pay – Employees working the overnight shift during snow/ice events will receive a \$5.00 per hour premium added to their hourly rate of pay (including any overtime pay).

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

CITY OF NEWCASTLE, WASHINGTON

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

By Robert Wyman
Robert Wyman
City Manager

Date 4-6-22

Date 4/12/22