

2023-2025
Public Works
Collective Bargaining Agreement
Between
the
City of Pullman, Washington
and
Teamsters Union Local 690

This agreement is entered into between the City of Pullman, Washington, hereinafter referred to as the Employer, and Teamsters Union Local 690, hereinafter referred to as the Union, for the purpose of setting forth wages, hours, and working conditions for employees covered by the agreement and to promote and maintain the efficiency and productive initiative of the Public Works Department and their employees.

ARTICLE 1 - DEFINITIONS.

As used herein, the following terms are defined as follows:

- 1.01 "Employer" means the City of Pullman;
- 1.02 "Union" means Teamsters Union Local 690;
- 1.03 "Employees" shall mean employees covered by the bargaining unit (as defined in subparagraph 1.04 hereof) covered by this agreement;
- 1.04 "Bargaining Unit" as used herein shall mean all employees in the classifications listed in Appendix A to this agreement, excluding supervisors and casual part-time employees.
- 1.05 The probationary period shall be one year from date of hire. During the probationary period employees may be separated from employment with or without cause and with or without notice. Employees so separated shall not have recourse through the grievance procedure.

ARTICLE 2 - RECOGNITION.

The Employer recognizes the Union as the exclusive bargaining representative for the employees covered by the bargaining unit (as defined in subparagraph 1.04 of the Definitions provision).

ARTICLE 3 - UNION MEMBERSHIP.

The Employer recognizes the Union's right to encourage all employees covered hereunder to become and remain members in good standing of the Union. Any present or future employee eligible for coverage under this agreement may become a member of the

Union. Neither party shall discriminate against any employee or applicant for employment because of membership or nonmembership in any labor union or other employee organization.

3.01 Those employees who have voluntarily joined the Union and are presently members shall maintain their membership in good standing.

3.02 New hires who voluntarily join the Union also shall maintain their membership in good standing.

3.03 When an employee provides written authorization to the Employer and to the Union, the Employer will deduct from the employee's wage an amount equal to dues or services fees required to be a member or represented by the Union.

Notification. – When the Employer hires a new employee recognized as a position covered in the bargaining unit, the employee shall, within twenty-one (21) calendar days of the date of employment notify the Union in writing giving the name, hire date, and classification, including wage, of the employee hired.

The Employer will inform new, transferred, promoted or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in the bargaining unit. Union representatives shall be given thirty minutes paid time with each new employee to discuss Union Membership

Dues Cancellation. An employee may cancel payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate Union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.

Indemnification. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees.

ARTICLE 4 - PAYROLL DEDUCTIONS.

4.01 The Employer agrees to deduct, once each month, initiation fees and dues as certified by the Secretary of the Union, and any additional funds mutually agreed upon between the Union and the City, for those employees who request in writing that such individual deductions be made. The total of deductions shall be remitted by the Employer to the proper fund(s). Employees who wish to cancel such authorization must do so, per individual funds, by giving written notice to the Finance Department of the City of Pullman.

- 4.02 Democratic, Republican, Independent Voters Education (DRIVE): The Employer shall deduct from the pay of each employee, each month, who furnishes a written assignment for DRIVE deduction. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. 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 employee's Social Security number and the amount deducted from that employee's paycheck. 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 Employer will recognize authorized deductions from wages, if in compliance with state law, to be transmitted to the Local Union, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law. This paragraph will only become effective if twenty percent (20%) of the bargaining unit of each Employer signs authorization cards.

ARTICLE 5 - PRODUCTIVITY.

It is agreed by the Employer and the Union that each are jointly responsible for developing and maintaining a high level of efficiency for providing services. Productivity and the ability to increase service with a minimum of employee-hour costs, together with innovative practices to achieve this goal, will be the responsibility of all parties to this agreement.

ARTICLE 6 - SUPERVISORY DUTIES.

It is recognized that some employees covered under this agreement shall temporarily perform the duties of a supervisor. Nothing in this agreement shall in any way interfere with carrying out the supervisory duties.

ARTICLE 7 - UNION BUSINESS.

Any employee who performs services under the instructions of the Union, shop delegate, or otherwise, or who serves on a committee shall not lose his/her position or be discriminated against for this reason. The necessary time, during working hours, to discharge such duties shall be granted. Notice of intent to be absent for such purpose shall be given the Employer in sufficient time to enable him/her to secure someone to perform the employee's duties. Such time off will be granted, provided that (1) the Employer is able to properly staff the Department during the time-off period, and (2) the wage cost to the Employer is not greater than what would have been incurred had the Union Official not taken time off.

ARTICLE 8 - HOURS OF WORK.

8.01 The work day shall consist of eight (8) consecutive hours work exclusive of mealtime and the work week shall consist of five (5) consecutive eight (8)-hour days.

8.02 Or, the work day shall consist of ten (10) consecutive hours work, exclusive of mealtime, and the work week shall consist of four (4) consecutive ten (10)-hour days.

Winter operations schedule for snow and ice will be the following:

Morning shift 3:00 a.m.-11:30 a.m.

Day shift 7:30 a.m.- 4:00 p.m.

Night shift 3:30 a.m.- 12:00 a.m.

8.03 Monday through Friday shall constitute a work week with the exception of employees at the Sewage Treatment Plant.

8.04 A regular full-time employee's shift starting time for the work week shall be scheduled no less than 7 days prior to the start of the employees next work week unless mutually agreed upon or except in the event of operational necessity.

8.05 Nothing in this article shall be construed to limit flexibility in hours of work, overtime, or the work week by mutual agreement between the employee and the Superintendent Maintenance and Operations.

Scheduled night or shift work shall be scheduled for snow and ice removal (including gravel removal and street sweeping afterwards) only or any other emergency situation declared by the Mayor.

ARTICLE 9 - OVERTIME.

9.01 For employees assigned to an eight (8)-hour day, all work performed in excess of eight (8) hours straight time in one (1) day, or work performed in excess of forty (40) hours at straight time in one (1) week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's straight time hourly rate, calculated to the next one-quarter (1/4) hour, or as otherwise mutually agreed, consistent with the principle of a forty (40)-hour week.

9.02 For employees assigned to a ten (10)-hour day, four (4) day week, all work performed in excess of ten (10) hours at straight time in one (1) day, or work performed in excess of forty (40) hours at straight time in one (1) week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's straight time hourly rate, calculated to the next one-quarter (1/4) hour, or as otherwise mutually agreed, consistent with the principle of a forty (40)-hour week.

- 9.03 At the request of the employee, and with the concurrence of the Employer, compensatory time off may be granted for any overtime worked and/or may be paid out for said compensatory time at the next pay day. Said compensatory time shall be computed on the basis of one and one-half hours of time off for each hour of overtime worked. Employees with authorized overtime entitlement to compensatory time off may accrue comp time up to one hundred (100) hours as long as the comp time is reduced to forty-eight (48) hours or the excess above forty-eight (48) hours is cashed out at the end of the year.
- 9.04 An employee who has left work and is called back to work after completion of the regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular straight time hourly rate. However, if the employee's regular shift starts less than two (2) hours from the time he/she started work on the call-back, he/she will receive one and one-half (1-1/2) times his/her regular straight time hourly rate only for such time as occurs before his/her regularly scheduled shift. Time is to be calculated to the next one-quarter (1/4) hour.
- 9.05 Scheduled overtime shall be offered by seniority whenever possible. The employer agrees to establish and maintain a seniority list and provide employees a copy by September 15 of each year. Call-back shall be based on employee availability and the skill(s) required at the time of call-back.

ARTICLE 10 - LAYOFF AND REHIRE.

- 10.01 The City reserves the right to lay off for lack of work, funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.
- 10.02 In case of a layoff where two (2) employees have equal skill and ability, the employee with the least amount of continuous service with the Employer shall be laid off first.
- 10.03 In case of a rehire where two (2) employees who have been laid off have equal skill and ability, the employee with the most continuous service with the Employer will be rehired first.
- 10.04 Employee(s) on layoff status shall maintain their seniority with the City for twenty-four (24) months from the most recent date of layoff and may be removed from the Public Works Department recall list(s) for any one of the following reasons:
- a. The expiration of 24 months from the date of layoff.
 - b. Failure to accept employment or report to work in a comparable position or job class within seven (7) days of notification.
 - c. Re-employment in a comparable position or job class.

- d. Failure to appear for a job interview after notification by certified letter addressed to the employee's last address on file with the City. The employee is responsible for providing the City with his/her current address information.
- e. Failure to respond within seven (7) days to a communication regarding availability for employment.
- f. Request in writing by the employee to be removed from the recall list.

ARTICLE 11 - HOLIDAYS.

11.01 All regular employees shall be eligible for holiday benefits. Part-time employees shall receive holiday benefits on a pro-rata basis. Probationary employees will be eligible for the floating holiday after six months. Seasonal employees shall not be entitled to any holiday benefits.

11.02 The following days shall be considered holidays: New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, plus one floating holiday.

11.03 Observance of holidays as specifically enumerated in this contract shall be on those dates as authorized by the Legislature of the state of Washington for general observance by state, county, and city employees.

In addition, one holiday each year to be taken on a date at the option of the employee with the approval of the employee's supervisor. Said holiday shall be considered a personal day and with approval can be taken in not less than two (2)-hour increments for personal business.

11.04 A regular or probationary employee scheduled to work on a holiday listed in 11.02 above will receive additional straight time pay for the time worked on the holiday. If the employee's regular day off falls on a holiday, he/she shall receive an extra day off during the month for said holiday.

11.05 During a week in which a holiday falls, employees scheduled to work a four-day, ten-hour shift may have their schedule changed to a five-day, eight-hour shift with the concurrence of the Employer, or by mutual agreement, the employee may use two hours of vacation, compensatory time, or floating holiday to complete ten (10) hours on said holiday.

ARTICLE 12 - VACATION.

During each twelve (12) month period of employment, vacation leave with pay shall be granted to each regular employee. Probationary employees will be eligible for vacation after six months. The probationary period shall remain at one year. No probationary employee shall be paid for accrued vacation in the event of resignation, termination, or

death. Part-time employees shall receive vacation coverage on a pro-rata basis. The vacation accrual schedule shall be as follows:

0 through 5 years of service	12 days (96 duty hours)
6 through 10 years of service	15 days (120 duty hours)
through 15 years of service	18 days (144 duty hours)
through 20 years of service	21 days (168 duty hours)
through 25 years of service	24 days (196 duty hours)
Over 25 years of service	27 days (216 duty hours)

These increases are effective upon the date of signing of the agreement.

Vacations will be scheduled annually on a seniority basis, subject to the approval of the department head, with consideration given to the request of the employee. Employees must submit requests for vacation time of 40 consecutive hours or more to their supervisor at least two (2) weeks in advance of the vacation time. The Employer shall grant approval or disapproval no more than one (1) week after the vacation time is requested provided that emergency leave shall not be subject to this provision. These times may be waived by mutual agreement.

Vacation time shall mean time in addition to the employee's regularly scheduled days off.

Split vacation schedules will be established on the basis of seniority, with the approval of the department head, provided the Employer is able to properly staff the department and the wage cost to the Employer is not greater than the cost that would have been incurred had the vacation not been split.

An employee shall be allowed to accumulate up to a maximum of thirty (30) days (or 240 hours) of vacation time to the employee's account, and be able to take such vacation time during employment with the City subject to approval by the M&O Superintendent, or receive pay for vacation accrual upon quitting or retirement.

ARTICLE 13 - SICK LEAVE

13.01 Regular full-time employees will accumulate sick leave at a rate of one day (eight hours; or four for each semi-monthly paycheck) for each pay period that which they work more than half the pay period. Sick leave accumulated in one year may be carried over to succeeding years to a maximum of eight hundred (800) hours. Regular part-time employees working twenty (20) or more hours per week shall receive sick leave benefits on a pro-rata basis. No compensation for accrued sick leave shall be paid at the termination of employment.

13.02 Sick leave shall not accrue during leaves of absence without pay or layoffs.

13.03 Availability

- a. Employees are entitled to use their accrued, unused paid sick leave beginning on the first day of the open pay period (1st or 16th) after it is earned.

13.04 Authorized Uses of Paid Sick Leave - Care of the employee or the employee's family member

- a. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (definition below) for:
 - i. Mental or physical illnesses, injuries, or health conditions;
 - ii. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
 - iii. The need for preventive medical care.
- b. For the use of paid sick leave for an employee's family member, family member is defined as:
 - i. A child. Including a biological, adopted, 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;
 - ii. A parent. Including 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;
 - iii. A spouse;
 - iv. A registered domestic partner;
 - v. A grandparent;
 - vi. A grandchild; or
 - vii. A sibling.

13.05 Closure of the company or the employee's child's school or place of care.

- a. Employees may use their accrued, unused paid sick leave when The City of Pullman has been closed by order of a public official for any health-related reason; or
- b. 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.
 - i. Please see the definition of "child" in the previous section.

13.06 To address issues related to domestic violence, sexual assault, or stalking.

- a. Employees may use their accrued, unused paid sick leave to:
 - i. 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: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
 - ii. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
 - iii. Attend health care treatment for a victim who is the employee's family member;
 - iv. 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.
- v. 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.
 - vi. 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.
- b. For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
- i. 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.

13.07 Reasonable Notice for use of Paid Sick Leave.

- a. If an employee's absence is foreseeable, the employee must provide the City with notice at least (10) days, or as early as possible, before the first day of paid sick leave is used.
- b. If an employee's absence is unforeseeable, the employee must contact his/her immediate supervisor as soon as possible but no later than one (1) hour before the employee's required start time.
- c. If an employee is unable to give advance notice because of an emergency or unforeseen circumstance related to the employee or the employee's family member, the employee or a designee must give oral or written notice to the employee's supervisor no later than the end of the first day that the employee takes such leave.

13.08 Paid Sick Leave Increments of Use

- a. The City of Pullman requires employees to use paid sick leave in increments of 15-minutes.

13.09 Verification of Absences Exceeding Three Days.

- a. If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide the City with verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. Verification must be provided with ten (10) days of the first day an employee use of paid sick leave to care for themselves or a family member that exceeds three consecutive working days.
- b. Employees are not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise claiming coverage under Family Medical Leave or other applicable law.

- c. When an employee or the employee's family member is sick for more than three (3) consecutive days for which the employee is required to work, acceptable verification may include:
 - i. A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or an employee's family member (required for Family Medical Leave coverage); or
 - ii. A written or oral statement from the employee indicating that the use of paid sick leave is necessary to take care of themselves or a family member.

13.10 Verification of Absences relating to domestic violence, sexual assault or stalking. The employee's choice of any of the following documents or any combination thereof satisfy this certification requirement.

- a. A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- b. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- c. Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- d. A court order of protection;
- e. Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
 - i. An advocate for victims of domestic violence, sexual assault, or stalking;
 - ii. An attorney;
 - iii. A member of the clergy; or
 - iv. A medical professional.

Verification must be provided in a timely manner. In the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, verification must be provided to the employer within a reasonable time period during or after the leave.

13.11 Unreasonable Burden or Expense for Verification. If an employee believes that obtaining verification for use of paid sick leave would result in an unreasonable burden or expense on the employee, the employee must contact the Human Resources Manager orally or in writing. The employee must indicate that the absence is for an authorized purpose, and explain why verification would result in an unreasonable burden or expense on the employee.

Within 10 calendar days of receiving the employee's request, the Human Resources Manager will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

Possible options may include, but are not limited to:

- a. Company-provided transportation;
- b. Sharing the cost of getting a note from a medical provider;
- c. Providing a note of explanation in lieu of other forms of verification; or
- d. Exempting the employee from the verification requirement based on the explanation provided.

The City of Pullman may choose not to pay an employee for paid sick leave taken for such absences until verification is provided.

An employee has the right to contact the Public Works Director if the employee believes the proposed alternative still results in an unreasonable burden or expense.

13.12 Rate of Pay for Use of Paid Sick Leave. Employees must be paid their "normal hourly compensation" for each hour of paid sick leave used. "Normal hourly compensation" is the hourly rate that an employee would have earned for the time during which the employee used paid sick leave.

13.13 Carryover of Accrued, Unused Paid Sick Leave to the Next Year.

- a. Carryover Requirements
 - i. Accrued, unused paid sick leave balances of 800 hours or less must carry over to the following year.
 - ii. For example, if an employee has 825 hours of accrued, unused paid sick leave at the end of the year, 800 hours must carry over to the following year.
 - iii. If an employee carries over unused paid sick leave to the following year, accrual of paid sick leave in the subsequent year would be in addition to the hours accrued in the previous year and carried over.
- b. Definition of Year. The accrual year is January 1 – December 31.

13.14 Separation and Reinstatement

- a. Separation. If an employee separates from employment, there will not be financial or other reimbursement to the employee for accrued, unused paid sick leave balances available at the time of separation.
- b. Reinstatement of Paid Sick Leave Hours Upon Rehire.
 - i. The City of Pullman will reinstate an employee's previously accrued, unused paid sick leave if it rehires an employee within 12 months of separation.
 - ii. If the period of time an employee separates from employment extends into the following year (see definition under "Definition of Year"), an employer is not required to reinstate more than 40 hours of

- accrued, unused paid sick leave.
- iii.. Upon rehire, The City of Pullman will provide notification to the employee of the amount of accrued, unused paid sick leave available for use by the employee.

13.15 Retaliation Prohibited by Law

- a. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. The City of Pullman will not discriminate or retaliate against an employee for the lawful exercise of Minimum Wage Act rights.
- b. The City of Pullman may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.
- c. If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee may contact the human resources office. __If an employee is not satisfied with the City's response, the employee may contact the Washington State Department of Labor & Industries.

ARTICLE 14 - FAMILY LEAVE.

The employer agrees to abide by the federal Family and Medical Leave Act and the Washington Family Leave Act (RCW 49.78) and their amendments. In addition, where the Acts conflict, the Act with the most generous benefit will be afforded the employee.

ARTICLE 15 - WORKERS' COMPENSATION/STATE INDUSTRIAL.

Employees who experience one-the-job illness or injury and are eligible to receive benefits through the State Workers' Compensation program, may select one of the following options:

- 15.01 The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance.
- 15.02 The employee may receive his/her full wage, including any premium pay being paid at time of injury, until such time as the employee exhausts all his/her available sick or annual leave provided that:
 - a. The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I; and,
 - b. The employee has a positive leave balance. The difference between L&I's payment and the employee's wage shall be charged to the employee's sick leave and/or annual leave. An eligible employee may, however, choose to use any compensatory time he/she has accrued.

- c. Once the employee exhausts all available paid leaves, then he/she shall be placed on Leave Without Pay and shall only draw Workers' Compensation from L&I.

15.03 If after 12 months from the date of injury, the employee is unable to perform the essential functions of his/her current position – with or without a reasonable accommodation – and no vacant position exists in which to assign the employee, the employee may be discharged from city service. However, the time may be extended on a case-by-case basis upon doctor's prognosis for recovery and return within six (6) additional months.

ARTICLE 16 - BREAK.

Employees will be allowed a fifteen (15)-minute break in the first half of each shift and a fifteen (15)-minute break in the second half of each shift. Employees working in the shop or shop yard area may take a break in the lunch room of the shop. Employees working outside of the shop area may carry a thermos and take a coffee break at the job site. Employees working in the immediate vicinity of a restaurant or shop may take a break not to exceed fifteen (15) minutes within the establishment. Absence from the job site should not exceed the fifteen (15) minute break allotment.

ARTICLE 17 - DRUG FREE WORKPLACE.

17.01 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in and on property owned or controlled by the Employer. The use of alcohol on property owned or controlled by the Employer is also prohibited. No employee will report to work while under the influence of alcohol or any unlawful controlled substance which has not been medically prescribed for the employee. Violation of this policy by any employee may result in a referral for mandatory evaluation or treatment for a substance abuse disorder. Disciplinary action may include dismissal from employment.

17.02 To comply with federal law, the Employer requires that an employee notify the employing official of any criminal drug statute conviction for any violation occurring in the workplace no later than five days after conviction. If the employee is engaged in the performance of a federally sponsored grant or contract, the Employer must notify the agency within ten days of having received notice that the employee has been convicted of a drug statute violation occurring in the workplace. The Employer will take disciplinary action against or require the satisfactory participation in a state-certified alcohol or drug abuse assistance or rehabilitation program by any employee who is so convicted. Disciplinary action may include dismissal or other appropriate personnel action(s).

17.03 The Employer and the Union strongly oppose the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace and the consumption of alcohol in the workplace. However, both acknowledge that a reasonable drug policy must strike a balance between protecting the safety of the

public and other employees on the one hand and protecting the employee's privacy rights on the other. Accordingly, as it pertains to the seizure of an employee's bodily fluids, the Employer shall restrict such drug testing to those tests specifically required by state or federal statute, rule, or regulation and to those situations which would lead a reasonable person to suspect an employee of being under the influence of or affected by the use of alcohol or a non-prescribed controlled substance. Testing will be done in accordance with the Substance Abuse Policy as established by the Employer. The Employer strongly encourages employees with alcohol or substance abuse problems to take advantage of the City of Pullman's Employee Assistance Program (EAP). For confidentiality, employees may contact an EAP counselor directly. The Employer prefers, when feasible, voluntary rehabilitation over disciplinary actions when dealing with alcohol and substance abuse problems.

- 17.04 Accordingly, the city has adopted policies and procedures to comply with the regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991, specifically 49 CFR, Part 382 "Controlled Substances and Alcohol Use and Testing." In addition, the City will comply with the U.S. Department of Transportation (DOT) issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" that describe the testing procedures to be followed. This policy applies to City employees who operate a commercial vehicle and who are subject to the commercial driver's license (CDL) requirements. As required by the Omnibus Transportation Employee Testing Act of 1991, and its implementing regulations, specifically 49 CFR Parts 40 and 382, the City must conduct drug and alcohol testing for covered employees, including managers and supervisors, engaged in a safety-sensitive function. For this policy, "a safety-sensitive function" is defined as the "operation of a non-revenue service vehicle that requires a commercial driver's license (CDL).

ARTICLE 18 - SMOKING POLICY.

Smoking by City of Pullman employees while on duty shall not be allowed within any city vehicle, city building, or city work area. Smoking by employees will be allowed in designated areas.

ARTICLE 19 - UNIFORMS AND EQUIPMENT.

- 19.01 Uniforms and equipment will be furnished and maintained by the Employer.
- 19.02 City will provide all tools necessary to complete the job tasks assigned. Employees are not responsible for supplying their personal tools for use.
- 19.03 Due to safety considerations, employees who work in the field who choose to purchase or repair the require protected toe work boots will be reimbursed up to \$200 for the purchase or repair of the protected-toe boots. Boots must be reviewed & approved by Supervisor to ensure compliance. Employees choosing to request reimbursement for the purchase of protected-toe work boots will be required to wear them when they are working with a safety exposure in the field. A

request for reimbursement for the purchase or repair of boots can be made any time during the year, but no more than once per year. The reimbursement request must be documented by receipts. Unused boot allowance from one year may be carried into subsequent years. Maximum accrual shall be six hundred (\$600) per employee.

ARTICLE 20 - MANAGEMENT RIGHTS.

All powers, authorities, functions, and rights not specifically and expressly restricted by this agreement are retained by the Employer and shall continue to be subject to exclusive management control. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

1. The determination of Department policy, including the right to manage the affairs of the Department.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules.
4. The right to assign shifts and work locations and revise shift schedules.
5. The right to direct members of the Department, including the right to hire, promote, transfer, discipline, or discharge employees.
6. The right to organize and reorganize the Department in any manner it chooses, including the size of the Department and the determination of job classifications and positions based on duties assigned.
7. The right to determine safety, health, and property-protection standards.
8. The selection, promotion, or transfer of employees to supervisory or other managerial positions.
9. The allocation and assignment of work to employees within the Department.
10. The determination of policy affecting selection or training of personnel.
11. The scheduling of operations and determination of the number and duration of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Department.

14. The introduction of new, improved, or different methods and techniques of operation of the Department or of changes in existing methods and techniques.
15. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.
16. The determination of the number of positions and the number of employees within each position.
17. The determination of the amount of supervision necessary.
18. The right to change any policy, procedure, or practice unless specifically limited by this Agreement.

Although the Employer retains its basic management prerogatives, the Employer also agrees that all wages, hours, and monetary benefits not covered by this agreement shall be maintained at not less than the highest standards in effect previous to the time of signing of this agreement.

ARTICLE 21 - RETIREMENT AND HEALTH INSURANCE.

21.01 For the life of this agreement, the Employer agrees to:

- A. Under AWC Health First \$250 Deductible plan, contribute 100% for Employee only coverage and 80% of the premiums for all eligible dependents medical insurance and 100% of the premium for dental, and vision insurance. Employees will be responsible for 20% of the cost of the premiums for dependent medical insurance coverage. Health, dental, and vision insurance shall be provided by AWC.
- B. Under AWC Health First High Deductible, contribute 100% for Employee and all eligible dependents medical insurance and the City will contribute \$200 for individuals and \$400 per month for employee plus one or more dependent.
- C. Under AWC Kaiser Permanente \$200 Deductible/\$20 co-pay plan, contribute 100% for Employee and all eligible dependents medical insurance.

The Employer will provide medical, dental, and vision coverage for each eligible Employee and their dependents for the life of the agreement. The Employer will pay 100% of the premium for AWC Delta Dental and VSP Vision coverage. (See attached plan descriptions) In addition, term life insurance of \$15,000, accidental death and dismemberment insurance of \$15,000, and short-term disability and shall be provided by the Employer. Eligible Employees shall be responsible for a \$20 co-pay where applicable. In addition, there will be a co-pay on generic and brand-name prescription drugs.

- 21.02 Regular half-time or three-quarter time employees shall pay a proportionate share of the applicable premium based on their employment status.
- 21.03 Effective on January 1, 2003, eligible retired employees may access the retired employee medical plan offered by the employer. The retiree shall pay the full premium if such option is exercised.
- 21.04 Eligible employees shall be covered under the appropriate State Retirement System.
- 21.05 In order to receive incentives from AWC for the City achieving "Well City" status, bargaining unit members will take an active part in participating in City Wellness programs and activities.
- 21.06 The City does not permit duplication of coverage when spouses or domestic partners are both employed by the City. In such instances, an individual employee may insure himself or herself, and the spouse or domestic partner may insure any eligible dependents other than the insured spouse or domestic partner. Children may not be covered on both plans.

ARTICLE 22 – ON CALL (See Appendix B)

ARTICLE 23 - BEREAVEMENT LEAVE.

Up to a maximum of three days paid Bereavement Leave may be taken by regular full-time or regular part-time employees, except trial employees, who have a death in their immediate family. For the purpose of this section, "immediate family" shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, aunts, uncles, grandparents, and grandchildren of the employee. Generally, eligible employees shall receive two days of paid Bereavement Leave, except in the following circumstances:

- 23.01 Employees shall be granted only one day paid Bereavement Leave for the death of their mother-in-law, father-in-law.
- 23.02 One additional day of paid Bereavement Leave, for a total of three days, may be granted if the funeral is being held in a location greater than a 300 mile radius from the City of Pullman.
- 23.03 Bereavement Leave of not more than two days may be granted to a trial employee upon the approval of his/her department head, or the City Administrator.
- 23.04 Employees may request additional leave if more time is needed. If granted, such additional leave time shall be charged to sick or annual leave.

ARTICLE 24 - ACADEMIC TIME OFF.

Regular full-time employees may be allowed up to five (5) hours off per week for attendance of job-related college or university classes subject to department head

approval. If attendance of classes impairs performance of the job or disrupts the departmental functions, the department head may deny the request. This article does not apply to classes taken outside of regularly scheduled work hours. In cases where the employee is needed by the department for the full number of regularly scheduled hours per week, then the employee may, if approved by the department head, adjust his/her hours to compensate for time spent attending class.

ARTICLE 25 - STRIKES.

The Union agrees there shall be no strike, slowdown, stoppage of work, or any interference with the efficient management of the Public Works. Should a strike, slowdown, boycott, or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union immediately thereafter shall respond to the City's request in writing.

Upon receiving notice of strike, slowdown, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

In the event employees who participate in a strike, slowdown, boycott, or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action, which may include discharge.

ARTICLE 26 – DISCIPLINE/DISCHARGE.

The City has the right to discipline or discharge employees for just cause. No provision of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline.

If the City elects to use disciplinary action, then it will strive to administer discipline in a progressive fashion. Discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth below:

- (1) Verbal reprimand.
- (2) Written reprimand.
- (3) Suspension without pay.
- (4) Demotion
- (5) Discharge.

All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the City's responsibility to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

The City will strive to investigate and administer disciplinary actions in a timely manner.

Disciplinary records will, after twelve (12) months from the date of the incident, and upon the employee's written request, be removed from the employee's file, unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction.

ARTICLE 27 - GRIEVANCE PROCEDURE.

Definition: A grievance is defined as an alleged violation of a specific term or terms of this Agreement or a dispute regarding the interpretation of a specific term or terms of this Agreement.

Union Access: A duly authorized representative of the Union, after notifying the appropriate elected official or designee, may visit the work location or employees covered by this Agreement to investigate a grievance.

Procedure: Disputes or differences arising between the Employer and the Union and employees of the department, including differences or disputes as to the meaning, application or interpretation of any provisions of this Agreement shall be settled in the following manner:

Step 1: If a dispute arises, a diligent effort shall be exerted between the supervisor, employee and the steward within five (5) working days, following the occurrence of knowledge of the situation that caused the complaint or dissatisfaction, to resolve the dispute.

Step 2: If the supervisor is not able to resolve the dispute within the ten (10) working days, the dispute shall be reduced to writing and signed by the complainant, with a copy of such grievance given to the Union. The written statement shall include a concise statement of the facts together with a statement of the issue involved. Within ten (10) working days after such written statement, the appropriate Public Works Director or designee, the employee and a Union representative shall meet to further attempt to resolve the dispute.

Step 3: If the dispute is not resolved by the Public Works Director or designee within ten (10) working days, the City Administrator will be notified of the situation. Within ten (10) working days, the City Administrator, the Public Works Director or designee, the employee and the Union Representative shall meet to further attempt to resolve the dispute.

Step 4: If the dispute is not resolved under of one of the above steps, then the matter may, within fifteen (15) working days, be referred by either the Employer or the Union to expedited mediation-arbitration or, alternatively, to conventional

arbitration in the process set forth below.

Mediation-Arbitration/Conventional Arbitration:

Selection of Mediator-Arbiter or Arbiter: The two parties shall maintain a standing list of three (3) arbitrators who shall serve in rotation. Either party may remove one (1) arbitrator provided that there is no case pending before said arbitrator. The arbitrators on the standing list shall be agreed upon by both parties or shall be chosen by striking names until three (3) remain from a list of nine (9) provided by the Public Employment Relations Commission.

Expedited Mediation-Arbitration: Whenever practicable, the Employer and the Union shall, by mutual agreement first mediate the dispute in an effort to provide a speedy answer to the grievant. The mediator-arbiter shall meet with the parties and endeavor to mediate/conciliate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, a settlement agreement shall be written and signed by both parties. This agreement shall be binding on both parties. Should mediation not resolve the dispute, then the mediator shall immediately assume the role and duties of arbiter and convene an informal hearing to determine the facts, followed by a "bench decision." In the informal hearing, briefs, testimony and exhibits shall be waived, except by mutual agreement; a binding "bench decision" shall immediately be rendered following the hearing and shall be summarized later in a written opinion and award, which shall be binding on the grievant, the Union and upon the Employer.

Conventional Arbitration: In dispute of real complexity, including but not limited to those involving multiple legal questions, or in discharge cases wherein the affected employee so requests in writing, conventional arbitration, rather than expedited mediation-arbitration, shall be used.

In the event conventional arbitration is used, the arbiter shall be selected as above, and shall hold a hearing and render a final and binding award. The arbiter shall receive testimony, exhibits and other evidence and may subpoena and question witnesses.

The arbiter shall timely furnish his/her written opinion and award to the grievant, the Union and to the Employer.

Time frames: If the employee fails to present his/her grievance at the next appropriate step within the specified time limit, the grievance shall be considered waived and shall not thereafter be subject to consideration under the procedure.

Time limits in this Article may be extended by mutual consent, in writing, signed by both parties.

The parties shall share equally the cost of the mediator/arbitrator. Each party shall pay the cost of their own representative, case preparation and presentation.

ARTICLE 28 - CAR ALLOWANCE.

Employees who are required to use their personal cars for City business shall receive an allowance as specified in the City Code for each mile their car is used in City service.

ARTICLE 29 - SALARIES AND WAGES.

Salaries and wages shall be as per Appendix A.

ARTICLE 30 - PAYDAYS.

Payroll warrants will be distributed in Semi-monthly pay periods (the first pay period covers the 1st day of the month to the 15th day of the month; the second pay period covers the 16th day of the month to the last day of the month). Wages will be paid no later than the 25th day of the current month for the first pay period, and no later than the 10th day of the following month for the second pay period.

If the 10th or 25th fall on a Saturday, the pay date would be the Friday before.

ARTICLE 31 - SAVINGS CLAUSE.

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

ARTICLE 32 - DURATION.

This agreement shall be effective January 1, 2023, except as otherwise indicated in this agreement. The agreement shall remain in full force until December 31, 2025, and shall remain in effect during the course of negotiations on a new agreement.

ARTICLE 33 - ENTIRE AGREEMENT CLAUSE.

The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to nor supersede any provisions of this agreement.

IN WITNESS HEREOF, we hereunto attach our signatures this 11th day of JANUARY, 2022.

CITY OF PULLMAN

TEAMSTERS UNION, LOCAL #690



Mayor



Larry Kroetch, Secretary/Treasurer



City Clerk



Taj Wilkerson, Business Representative



City Administrator

APPENDIX A

Effective January 1, 2023, wages will be increased by 4%

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
WWTP Lab Manager	30.29	31.80	33.39	35.06	36.82
WWTP Op in training	24.63	25.86	27.15	28.51	29.94
WWTP Operator	29.40	30.87	32.41	34.03	35.74
Accountant – M&O	29.40	30.87	32.41	34.03	35.74
Admin Specialist – M&O	24.63	25.86	27.15	28.51	29.94
Ops Tech in Training	24.26	25.47	26.75	28.08	29.49
Operations Technician	27.72	29.11	30.56	32.09	33.70
Industrial Mechanic	29.40	30.87	32.41	34.03	35.74
I&C Technician	29.40	30.87	32.41	34.03	35.74
Apprentice Maint. Worker	23.22	24.38	25.60	26.88	28.23
Maintenance Worker	27.72	29.11	30.56	32.09	33.70

Effective January 1, 2024, wages will be increased equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four percent (4%).

Effective January 1, 2025, wages will be increased equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four percent (4%).

APPENDIX B – ON-CALL

22.01 INTENT. The intent of the On-Call Procedure is to provide on-call personnel to respond to various public-works after-hours needs. The on-call provisions do not relieve existing job description requirements to respond to after-hours call-backs.

22.02 PARTICIPATION The following Maintenance and Operations Divisions shall participate:

- Maintenance Division;
- Operations Division;
- Instrumentation and Control Division;
- Wastewater Treatment Division;

In addition, supervisors may participate with the personnel in their Division. If all shifts are not voluntarily selected by bargaining unit personnel, mandatory on call shifts will be filled with bargaining unit personnel and may include supervisors at the City's sole option.

All represented personnel in the Divisions noted above shall participate equally in schedule selection. Divisions shall have an On-Call schedule and participation shall be limited to the positions from within the Division. Cross-Division coverage shall not be allowed, unless a qualified person is approved by the Maintenance and Operations Superintendent or designee. Additionally, neither apprentice workers nor probationary employees shall participate, except at the direction of the Maintenance and Operations Superintendent or designee.

22.03 SCHEDULE SELECTION Divisions will meet no later than October 30th to create the Division's On-Call schedule. The procedure used to create the On-Call Schedule shall be at the sole discretion of the Union. The schedule shall consist of 52-week-long shifts (January 1 to December 31). The shift, the current employee seniority list, and the date and time of the Selection Meeting shall be posted in the designated Division Lunchroom for the review for no less than 15-days prior to the scheduled selection date. The Union shall deliver schedules for each Division to the Maintenance and Operations Superintendent no later than November 30.

22.04 SHIFT (24-hour or Day) / Week (168 hours). For the purpose of this agreement a Shift is the 24-hour period starting at 7:30 a.m. on day one and 7:30 a.m. on day two. Each On-Call shift week shall consist of seven consecutive 24-hour shifts.

22.05 SELECTION OF THE SHIFT WEEK Selection of the On-call shift week shall be made on the basis of seniority in the bargaining unit. The most senior worker in each Division will select shift weeks they desire followed by the second-most senior worker and so on, until all the shift weeks have been filled. In the event an employee cannot attend the selection meeting they may select another employee, in writing, to select an On-Call Schedule by proxy.

22.06 ON CALL SHIFT WEEK STARTING AND ENDING TIMES. On-call SHIFT WEEKS shall be the 168-hour interval starting on Monday of week one at 7:30 a.m. and

end on the following Monday (week two) at 7:30 a.m. Employees shall be compensated for all non-business hours during their shift as provided herein.

22.07 RESPONSIBILITY. During an on-call shift week the on-call employee shall be required to carry a City-supplied cellular device and be within 45 minutes of the M&O Lunchroom at all times. Operations Division and the Instrument and Control Division on-call staff shall carry their City-supplied laptop. In addition, it shall be the City's responsibility to make sure that the cell phone is charged at the beginning of the on-call shift. The employee shall verify that the phone is functional prior to the beginning of his/her shift. Any equipment problems should be reported to a supervisor.

In the event that the on-call employee is called to respond, the event will define the seriousness of the situation and the employee will act accordingly. If additional staffing is necessary, the on-call employee shall have the authority to call in other employees to assist. The City shall provide a master phone list of M & O employees and supervisors.

In the event a major emergency exists and a supervisor cannot be reached, On-call personnel shall have the authority to enlist the help of private contractors or anyone they deem necessary to protect City or private property.

22.08 COMPENSATION. Effective January 1, 2023, the compensation rate for the On-call Program shall be \$4.00 per hour. If applicable, Call-Back Time and Overtime Pay shall be paid per the current Contract. (Operations Employees will be at wage range 10 and subject to this on call premium).

22.09 CHANGING SHIFTS. Employee shall be allowed to trade or give away on-call shifts (or weeks) with other employees with the prior approval of their Supervisor and shall not be unreasonably denied. Requests for on-call shift changes must be in writing and shall be made at least 48-hours prior to the beginning of the on-call Period to receive consideration. The only exception to the 48-hour provision shall be in case of illness. In this instance the ill employee shall be responsible to contact the appropriate supervisor as soon as possible. The Supervisor shall find another employee to complete his/her on-call shift or the supervisor may take the shift at their discretion.

22.10 UNABLE TO WORK SHIFTS DUE TO MEDICAL LEAVE, SUSPENSION, OR TERMINATION. The on-call shifts of an employee that is on prolonged medical leave, is suspended, or has been terminated shall be offered to the remaining employees in order of seniority. After all the employees have been given the opportunity to fill the shifts, any shifts remaining will be added to the schedule of the least senior employee. In this instance, if an on-call shift conflicts with a previously approved vacation request, the on-call shift(s) that conflict shall be added to the schedule of the next senior employee.

