

LABOR AGREEMENT BY & BETWEEN

THE CITY OF OLYMPIA, WASHINGTON
INTERNATIONAL UNION OF OPERATING ENGINEERS
Local # 612

OPERATIONS SUPERVISORS UNIT

2013-2015

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2013 - 2015 AGREEMENT

By & Between

THE CITY OF OLYMPIA, WASHINGTON

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS, Local #612
OPERATIONS SUPERVISORS UNIT**

PREAMBLE

This Agreement is a successor agreement entered into by the City of Olympia, Washington, hereinafter referred to as the “Employer” or “City”, and International Union of Operating Engineers, Local 612, representing Operations Supervisors working for the City in the Public Works Department in transportation, water resources and waste resources divisions. This agreement governs all terms lawful for negotiations between the parties including, but not limited to wages, benefits and working conditions.

ARTICLE 1- RECOGNITION

1.1 The City recognizes the Union as the exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular part-time operations supervisors of the City of Olympia Public Works Department in transportation, water resources and waste resources, excluding confidential employees and all other employees. This is in accordance with the decision issued by PERC November 17, 2010. PERC Case 23561-E-10-3595.

When any new operations supervisor position is created in the Public Works Department, the parties will meet to determine if that position will be included in the bargaining unit consistent with the position’s duties, responsibilities, confidentiality, and general organizational structure of the Department. In the event agreement cannot be reached, either party may petition the PERC for unit clarification pursuant to WAC Title 391-35.

ARTICLE 2- UNION SECURITY

2.1 All employees in the bargaining unit shall, as a condition of employment, within thirty (30) days of employment or the effective date of this agreement become members of the Union and thereafter shall maintain their membership in good standing for the duration of this Agreement.

2.2 Upon the written authorization of any employee within the bargaining unit the Employer shall deduct and remit from the pay of said employee the monthly amount of dues as certified by the Union.

2.3 The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken by the City to comply with the provisions of this Article.

ARTICLE 3 – UNION-MANAGEMENT RELATIONS

3.1 All collective bargaining with respect to wages, benefits, hours, and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union. The City of Olympia Policies effective September 2013 shall apply to members of this bargaining unit. The parties agree that should the City amend, modify, adopt or change any such

policies that it is understood that the Union will be notified in writing of the effective date of the change and that these changes be negotiated as they pertain to bargaining unit members. Should there be any conflict between City rules, regulations or policy and this Agreement, the Agreement shall prevail.

3.2 City Policies for Personnel Administration will be available for review, either electronically or at a central location accessible to all members of the bargaining unit.

3.3 The Employer agrees to furnish suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such posting shall not include derogatory or inflammatory or defamatory information.

3.4 Union activities will not interfere with the work of employees and shall be performed only with permission of the Supervisor, usually 24 hours in advance or by mutual agreement, to minimize any impacts on Employer operations.

3.5 Authorized representatives of the Union shall have full and free access to the public premises of the Employer at any time during working hours to conduct Union business; provided, however, that such conduct of Union business shall cause no disruption of the work required to be performed by employees. The Union shall give reasonable advance notice to the Employer of any such Union activity.

3.6 The Union shall provide the Department Directors with a current list of all stewards.

ARTICLE 4 – NON-DISCRIMINATION

4.1 Neither the Employer, Union nor any employee shall in any manner unlawfully discriminate against any employee on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical handicaps or disabilities. 4.2 No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

4.3 City Policies prohibiting discrimination and harassment shall be adhered to by members of the bargaining unit.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The Employer retains the exclusive right to reserve all powers and authority to manage its operations in an effective manner, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended as all-inclusive:

5.1.1 Establish, enforce and modify reasonable rules and regulations for the operation of the Department and the conduct of its employees.

5.1.2 Determine and change Department budget, methods of operation, procedures, location, facilities, materials and equipment.

5.1.3 Recruit, hire, layoff, promote, assign, classify, evaluate, appoint, transfer, discipline, discharge, or suspend employees in accordance with City of Olympia Administrative Guidelines.

5.1.4 Determine the number of personnel, the allocation of work assignments, including the number to be assigned any particular work, work schedules and the personnel, methods and processes by which work is to be performed

5.1.5 Determine mental, physical and performance standards.

5.1.6 To schedule and assign work and determine the duties to be performed by employees.

5.1.7 Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.

5.1.8 Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, County, Governor, or President.

5.2 The Employer agrees those Employer rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure. In the event there is a conflict between the terms of this Agreement and any Department rule, regulation or policy, the terms of this Agreement shall govern.

5.3 The Employer agrees that for the life of this Agreement, it will not subcontract or outsource bargaining unit work, except as historically been a practice of the Employer, without first notifying the Union of its plans, meet with the Union representatives and explore alternatives with the Union that would meet the City's interests. The Employer and the Union will discuss the effects of any such decision upon employees covered by this Agreement.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 A grievance is defined as a dispute arising during the term of this Agreement involving the interpretation, application, or alleged violation of an employee's rights and privileges as set forth herein. It is agreed that the grievance procedure is the exclusive remedy for the redress of any grievance by any employee covered by this Agreement.

6.2 A determined effort shall be made by all parties to resolve the dispute at the lowest possible level. The Employer agrees to allow reasonable time during working hours to employees and a steward for investigation and processing of a grievance.

Step One:

An employee or group of employees who thinks he/she is aggrieved shall consult with a Union Representative and they shall, within ten (10) working days of the occurrence discuss the facts with the employee's supervisor. The supervisor shall provide a proposed solution, which may be in writing, to the grievance within ten (10) working days of the discussion.

Step Two:

If the aggrieved employee(s) is not satisfied with the supervisor's proposed solution, the employee and the Union may put the facts of the grievance in writing and submit the grievance to the Public Works Director within ten (10) working days of the supervisor's response or failure to respond. The grievance shall contain the factual allegations surrounding the occurrence, the specific articles of the contract alleged to be violated, and the proposed remedy sought by the grievant. The Public Works Director shall reply to the employee and the Union in writing within ten (10) working days after receipt of the written grievance.

Step Three:

If the aggrieved employee and the Union is not satisfied with the Public Works Director's response, the grievance and all supporting documentation and information shall be submitted to the City Manager within ten (10) working days of the receipt of the department director's response or the department director's failure to respond. The City Manager shall meet with the grievant, the Union and other concerned parties, and shall respond in writing with a decision within ten (10) working days of receipt of the grievance.

Step Four:

If the Union is not satisfied with the response at Step 3, it may, by written notification to the City Manager within ten (10) working days of receipt of the answer at Step 3, request arbitration. The Employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator the parties shall request the Public Employment Relations Commission, Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of nine (9) arbitrators. The arbitration shall be conducted under PERC rules. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.

6.3 Each party shall be responsible for compensating its own representation (e.g. legal representation and witnesses). The arbitrator's findings shall be final and binding on the parties. Cost of the arbitrator shall be shared equally by the parties.

6.4 The time limit expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing. The steps in the grievance procedure may be eliminated by mutual consent. Failure on the part of management to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step.

6.5 Should the employee or the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.

6.6 There shall be no unlawful discrimination or disciplinary action against an employee or witness for an employee because of his or her use of the grievance procedure.

ARTICLE 7 - HOURS OF WORK AND OVERTIME EXEMPTION

Supervisors in the bargaining unit shall generally work forty (40) hours per week schedules. Furthermore, the supervisory nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act, and thus are salaried employees who are not paid overtime. In lieu of overtime pay, informal paid leave may be taken in recognition of the time demands of the positions, as mutually agreed by the member and the Department Head.

ARTICLE 8 - PAID HOLIDAYS

8.1 The following holidays are recognized and observed by the City as paid holidays for regular full-time employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

8.2 In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Department for at least six (6) months.

8.3 Bargaining unit members shall have the holiday off and receive their regular compensation for each holiday. In the event that any listed holiday falls on a scheduled day off, the closest regularly scheduled workday shall be given as a holiday in lieu of the normal holiday.

ARTICLE 9 - VACATIONS

Vacation for supervisors will be in accordance with City Policy 13.4.2 Vacation. It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to bargaining unit members.

Each January 1, the maximum accrued vacation leave bank is 480 hours.

ARTICLE 10 - SICK LEAVE

10.1 Sick Leave for supervisors will be in accordance with City Policy 13.4.3. It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to bargaining unit members.

ARTICLE 11 –EDUCATION AND CERTIFICATIONS

The parties agree that it is in their best interests to provide opportunities for employees to gain additional education in areas relating to their employment with the City. The city agrees to reimburse an employee for tuition expenses, subject to written approval in advance by the Public Works director and in accordance with the City's Administrative Guidelines, Department policy and available funds. The employee must submit proof of satisfactory completion of the course, and such proof shall be placed in the employee's personnel file.

Certifications required by the Employer by City, State or Federal government/regulation will be paid for by the Employer including any training needed to obtain and maintain such certifications. This includes any renewal fees.

ARTICLE 12 - INSURANCE

Health and Welfare Benefits are available through the Association of Washington Cities (AWC) Benefit Trust. The available medical plans through the AWC Benefit Trust are the Regence HealthFirst Plan and Group Health. In the event the AWC changes its plans, the city will notify the Union and, at the Union's written request, meet and confer to discuss options, and how to implement any changes.

12.1 The City shall pay the cost of medical insurance for each employee and 85% of the cost of medical insurance for employee dependents through 12/31/13. Effective 1/1/14 and for the remaining term of this agreement, the City will pay 95% of the cost of medical insurance for employees and 85% of the cost of medical insurance for employee spouse and dependents for employees in Insurance Plan 1.

12.2 The City shall designate Medical Insurance Plan 1 (for current employees hired prior to January 1, 2014) and Plan 2 for new employees hired on or after January 1, 2014. For Insurance Plan 2 the City will contribute 95% of the employee cost of the lowest base medical premium and 85% of the cost of the lowest base medical premium for the employee's spouse and dependents. The Employee may elect either insurance option (Regence or Group Health) but the employee shall pay any cost in excess of lowest base premium thru premium payroll deduction.

12.3 Employees who opt out of the City's Medical Insurance Plan shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State law allows.

12.4 To ensure the City is maximizing its employer provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City will comply with AWC's required Dependent Eligibility Audits.

12.5 The City shall pay the full family premium for a dental insurance and vision plan. Employees will be covered by the Washington Dental Incentive Plan E and the Orthodontia Plan III. Employees will be covered by the Full Family, \$25.00 deductible vision plan. The orthodontia and vision plan premiums are paid 100% by the City for the employee, spouse and dependents.

12.6 Life Insurance: The City agrees to pay for term life insurance of \$10,000 (ten thousand dollars) coverage for each employee, as provided by the City.

12.7 Long Term Disability: The City shall pay for a long term disability insurance plan providing a minimum 50% base salary replacement and a 180-day waiting period. An optional program to enhance this benefit is available to employees at their own expense.

12.8 Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

ARTICLE 13 RETIREMENT

13.1 Retirement: Employees shall be covered under the applicable Washington State Public Employees Retirement System (PERS) plan and Social Security.

13.2 Employees shall be afforded the option to participate in the ICMA 457 Deferred Compensation Loan Program. Members must follow the City's established guidelines and procedures for application, repayment and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the Union; ultimately, however, the City may discontinue this program at any time and for any reason.

13.3 ICMA Roth IRA: Employees shall be afforded the option to participate in the IMCA Roth IRA as made available by the City.

ARTICLE 14 – EMPLOYEE RIGHTS

14.1 The Employee personnel records shall be accessible to the concerned employee, selected City officials as authorized by the City Manager, and Union representatives, except as otherwise required by law. Personnel files shall contain only information directly relevant to the employee's employment with the City. Employees may examine the file and shall have the right to rebut, in writing, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.

14.2 If an investigatory interview meeting with an employee is called which the employee reasonable believes could result in disciplinary action or other adverse consequences, the employee may request and have a Union Representative present.

14.3 Administration of employee records, discipline and discharge for supervisors will continue to be in accordance with City Policies as they pertain to employee discipline and discharge.

ARTICLE 15 – PROBATION

Administration of probationary periods of employment for supervisors will continue to be in accordance with City Policies as they pertain to probation periods. During probation, supervisors in the bargaining unit shall not have access to the grievance procedure regarding discipline and discharge.

ARTICLE 16 – LAYOFF, RECALL, & PROMOTION

Administration of layoff, recall from layoff and promotion for supervisors will continue to be in accordance with City Policies as they pertain to layoff, recall and employee promotions.

The City will notify the Union and proceed in accordance with the City's Policies in advance of implementation of any reorganization within the Public Works Department which would result in the termination, lay-off or reassignment of bargaining unit employees. Once the Union and At-Risk employees are notified, the parties will meet and confer for the purpose of discussion regarding the effects upon employees.

ARTICLE 17 – SENIORITY

The term "seniority" shall be inoperative for supervisors in accordance with Employer's Administrative Guidelines as they pertain to the employee's length of service.

ARTICLE 18 – WAGES

2013 – 0.75 % retroactive to August 18th 2013
2014 – January 1, 2014 – December 31, 2015: 2.0 %
2015 – January 1, 2015 – December 31, 2016: 2.0 %

However, if the annual increase in revenue received by the City of Olympia for the 1% general sales tax (does not include the 0.2% sales tax for public safety) exceeds the prior year by a certain percentage (see table below) then wages for 2014 and/or 2015 will be increased according to the following:

Gross Sales Tax increase over prior year November 1 thru Oct 31.	Pay Range Increase
0 -3.99%	No Increase above the 2.0%
4.00% to 4.99% the 2.0 %	1% additional increase added to
5.00% and above the 2.0%	2% additional increase added to

The general sales tax information will be published on the City's Internet website monthly.

ARTICLE 19 – LONGEVITY PAY

Longevity pay shall be granted to bargaining unit members beginning with their completion of ten (10) years of continuous service with the City. Eligible employees shall be paid in a lump sum on the employee's anniversary date. Ten (10) years \$250, Fifteen (15) years \$500, Twenty-Five (25) or more years \$750.

ARTICLE 20 – EQUIPMENT, UNIFORMS, & CDLS

20.1 The Employer will supply all safety equipment, rain gear and gloves if appropriate.

20.2 Uniforms: Uniforms will be provided as per the Public Works Department Policy on Employee Uniforms as last revised September 6, 2012. A copy of the Policy has been provided to the Union. The parties agree that should the City amend, modify, adopt or change any such policies that it is understood that the Union will be notified in writing of the effective date of the change and that these changes be negotiated as they pertain to bargaining unit members.

20.3 Commercial Driver's Licenses (CDL): Operations Supervisors are not required to CDL. If an Operations Supervisor elects to obtain a CDL, the CDL Fees shall be borne by the employee. The City will reimburse employees for required health exams at the vendor rate and license fees related to their CDLs. The choice of vendor and rates will remain the decision of the City. If the employee wishes to use a medical service other than the contracted vendor, the City will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount.

ARTICLE 21 – SAFETY

21.1 The City agrees to provide a clean and sanitary work environment.

21.2 The City and employees will comply with all state and federal laws to insure worker safety.

21.3 The City shall pay for Hepatitis A, B, DPT, and tetanus inoculation for all employees potentially exposed to those diseases.

ARTICLE 22 – CIVIL LIABILITY

The City shall comply with all laws respecting the civil liability of employees in the performance of their duties.

ARTICLE 23 – SAVINGS CLAUSE

23.1 If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

23.2 It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits as set forth in the City's Administrative Guidelines and not specifically referred to in this Agreement.

ARTICLE 24 – NO STRIKE, NO LOCKOUT

24.1 The City and the Union recognize that the public interest requires the efficient and

uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the City shall cause, engage in, or sanction any work stoppage, slow down, action in sympathy, or other interference with City functions.

24.2 The City shall not constitute any lockout of its employees during the term of this Agreement.

24.3 An employee's failure to cross a primary picket line established by some other Union and sanctioned by the Executive Secretary of the Union where the employee may be subject to bodily harm will not be cause for discipline for such failure.

ARTICLE 25 – ENTIRE AGREEMENT

The Agreement expressed and referred to herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

ARTICLE 26 – TERM OF AGREEMENT

This Agreement shall become effective upon the date signed and dated by the authorized representatives of both parties and shall remain in full force and effect until December 31, 2015.

Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, not later than sixty (60) days nor more than 90 days before expiration of the current agreement. In such case, the parties shall promptly meet for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS
____ DAY OF _____ 20____.

FOR THE CITY OF OLYMPIA

FOR LOCAL #612, INTERNATIONAL
UNION OF OPERATING ENGINEERS

Steve Hall, City Manager

Ernest B. Evans, Business Manager

Caroline Lacey, Administrative Services

Earl Liss, Business Representative