
A G R E E M E N T

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC
WORKS and PARKS DEPARTMENT, EXCLUDING SUPERVISORS,
PROFESSIONAL, CONFIDENTIAL, AND CLERICAL EMPLOYEES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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DEFINITIONS

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

- "Employer" means the City of Shelton, Washington.
- "Union" or "Guild" means Shelton Employees Guild
- "Employee" means a regular full-time or part-time employee in the bargaining unit covered by the Agreement. Benefits for part-time employees are prorated dependent upon the part-time employee's FTE status.
- "Bargaining unit" as used herein shall include regular full-time and part-time employees as set forth in the pay scale of this Agreement.
- "Supervisor(s)" means Department Heads, Superintendent, or management level Non-Bargaining unit employees
- "Promotion" means to move up at least one classification (higher range) with the Bargaining Unit, however, it does not mean to receive a step increase within a classification.
- "Transfer" or "Lateral" means moving within the same job classification.
- "Bid" means to apply for an open position by way of submitting a current resume, current completed City of Shelton employment application, as well as a letter of Interest

AGREEMENT

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC WORKS and PARKS
DEPARTMENTS, EXCLUDING SUPERVISORS, PROFESSIONALS, AND CONFIDENTIAL
AND CLERICAL EMPLOYEES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

PREAMBLE

This Agreement is made and entered into by and between, the CITY OF SHELTON, hereinafter known as the "Employer," and the Shelton Employees Guild, hereinafter known as the "Guild."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public. The Employer recognizes that Public Employees Relations Commission, hereinafter know as PERC, certified this membership in 2012.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Guild as the sole and exclusive bargaining agency for all regular full-time and part time employees of the Department of Public Works and Parks Department, excluding supervisors, professionals, and confidential and clerical employees.

ARTICLE 2 PAYROLL DEDUCTION AND GUILD MEMBERSHIP

2.1 All employees in the bargaining unit have a voluntary right to join the Guild, including the payment of monthly Guild dues and fees as specified below. Employees with questions about Guild membership will be referred to a Guild representative (e.g., Guild President, shop steward, etc.) and provided with a copy of this Agreement.

2.2 The Employer agrees that, upon written authorization of any employee who is a member of the Bargaining Unit, demonstrating the employee voluntarily agrees to join the Guild, the Employer shall deduct from the pay of said employee the monthly amount of dues and initiation fee, as certified by the Guild. If the employee wishes to cancel the written

authorization for dues deduction, he/she must notify the Guild in writing. The Guild shall notify the Employer of the same and instruct the Employer to discontinue the deduction no later than the second payroll after the written notification is provided. The Guild agrees to indemnify, defend, and hold the City harmless for any liabilities that arise through the City's compliance with the terms of this paragraph.

- 2.3 The City will notify the Guild of newly-hired bargaining unit employees. The Guild shall be provided thirty (30) minutes during each newly-hired employee's regular working hours for purposes of presenting information about the bargaining unit and membership in the Guild ("Guild orientation"). During Guild orientation, the Guild agrees to provide newly-hired employees with a copy of this Agreement. One (1) employee acting in the capacity of a Guild representative will be provided paid time to conduct the Guild orientation. Guild orientation shall generally occur during the City's new-hire onboarding process, but in no instance any later than ninety (90) calendar days after the first day of employment. Attendance at Guild orientation by a new-hired employee is voluntary and is not a mandatory condition of employment.

ARTICLE 3 STANDING COMMITTEE

- 3.1 The Guild shall elect up to four (4) members to a Standing Committee to meet with the Employer, of which any three (3) can act. In conducting Labor Negotiations up to three employees may attend without loss of pay. The Employer shall have one (1) or more member(s) on the Standing Committee to act for the City of Shelton. The Guild shall notify the Employer of its members and of any changes. The committee may bring in anyone they wish to assist them.

ARTICLE 4 SAFETY COMMITTEE

- 4.1 The Guild and the Employer agree to maintain a Safety Committee in compliance with federal and state law (WAC 296-800-130).

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as a disagreement as to the interpretation or application of the express provisions of this Agreement. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Guild has obtained or should have obtained knowledge of the occurrence of the event giving rise to the grievance. In no event will a grievance be entertained or processed unless it is received within 75 business days of the event giving rise to the grievance.

- 5.2 For purposes of this Grievance Procedure, the term "business days" shall mean those days the City of Shelton has offices open to the public, exclusive of emergency service departments. For each step of the grievance procedure below, the party responding to the grievance shall provide the other party a written response with findings. Each written response shall be provided within the timeframe of each grievance step. For example, if the Guild timely submits a Step 2 grievance, the City has seven (7) business days to submit a written response. If the Guild is not satisfied with the written response, it will

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- have seven (7) business days from receipt of the written response to submit a Step 3 grievance.
- 5.3 STEP 1 — The employee or the Shop Steward shall bring their grievance to the attention of the supervisor, who will investigate the cause of the complaint and work with the employee(s) to effectuate an equitable solution. The grievance shall identify the occurrence(s), issue(s) in dispute, terms of the Agreement alleged to be violated, and the remedy requested. Every effort shall be made to resolve the dispute at this level.
- 5.4 STEP 2 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the Director of the Department, who shall promptly meet with the Guild Standing Committee to attempt to resolve the grievance.
- 5.5 STEP 3 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the City Manager. Requests shall be made in writing, and mailed or delivered to the City Manager detailing the grievance.
- 5.6 STEP 4 — If the grievance is not resolved by the City Manager, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows:
- 5.6.1 The Guild shall file a request to the Public Employment Relations Commission for assignment of an arbitrator from the Commission's staff (WAC 391-65070).
- 5.7 DECISION — The Arbitrator shall have no authority to amend, modify, nullify, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the Arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- 5.8 COSTS AND EXPENSES — The fees and expenses of the Arbitrator and the cost of a written transcript for the Arbitrator, if prepared, shall be divided equally between the Guild and the Employer. Each party shall be responsible for compensating its own representatives, attorneys and witnesses, and purchasing its own copy of any written transcript.
- 5.9 TIME LIMITS — Time limits referred to in this Article may be waived only by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the Guild does not timely advance the grievance to the next step, any remedy awarded (e.g., backpay) from such grievance shall exclude the untimely time period.

ARTICLE 6 HOURS OF WORK/OVERTIME

- 6.1 ALL DEPARTMENTS — For most bargaining unit positions, the work schedule shall generally consist of five (5) eight (8) hour days, four (4) ten (10) hour days, or an alternative work schedule. Except for Wastewater Treatment Plant employees, all scheduled work weeks shall include a minimum of two (2) consecutive days off. At the discretion of the Director of the Department, an alternate work schedule may be

established as appropriate to the needs of the Employer. When possible the Employer will provide advance notice to the employee of any changes in work schedule.

6.2 Scheduled Overtime Assignments: The Employer shall assign scheduled overtime work to employees that are available and qualified to perform the work. All work performed in excess of the regularly scheduled work day or in excess of forty (40) hours per week, not in conjunction with the regular shift, shall be paid at the minimum of two hours at the overtime rate of one-and-one-half (1½) times the regular rate of pay.

6.3 Employees assigned to work at the Wastewater Treatment Plant may be assigned to a regular schedule consisting of four (4) hours on Saturday, four (4) hours on Sunday, four (4) eight (8) hour days on Monday through Thursday inclusive, and Friday off. Weekend on-call shift hours are paid at the regular hourly rate.

Example 1: An employee scheduled to work five (5) eight (8) hour days, they may work Monday through Friday, 7:30 AM to 4:00 PM, with the on-call shift being four hours on Saturday, four hours on Sunday, with the following Friday off.

Example 2: An employee scheduled to work four (4) ten (10) hour days, they may work Monday through Thursday 7:00 AM to 5:30 PM with the on-call shift being four hours on Friday, three hours on Saturday, three hours on Sunday, with the following Thursday off.

6.3.1 WWTP EMPLOYEE ON-CALL DUTIES: On-call shifts occur on a 24-hour basis, from 12:00 AM through 11:59 PM, and will be equitably divided among all eligible WWTP employees. On-call employees will receive an on-call premium of \$40.00 per day.

6.3.2 Cellphone initiated changes to SCADA and corresponding overtime is limited to those employees who are regularly scheduled to be on-call or during their regularly scheduled working hours. Except however, in the event the on-call Operator is not able to make the necessary process changes, either due to not having the appropriate certifications, or unavailability to make such changes, the Operator making the changes will be compensated the appropriate overtime pay dependent on whether the SCADA changes were made remotely or in person. In such case, compensation for SCADA changes made remotely via mobile phone will 0.5 hours (30 minutes) of overtime; compensation for SCADA changes in person will be 3.0 hours of overtime.

6.3.3 Regardless of the foregoing, Operators must be a certified Tech III in order to make process changes, or work under direct supervision of a Tech III, authorized to make such changes.

6.4 COMPENSATORY TIME — With the written authorization of the Superintendent or designee, an employee may accrue up to 80 hours of compensatory time during the calendar year in lieu of paid overtime. Compensatory time may be used in the same manner as vacation time. At the end of each calendar year, the City will cash out any compensatory time that is more than one (1) year old as of December 31st.

6.5 NON-WWTP EMPLOYEE ON-CALL DUTIES – The City shall establish an on-call rotation for all qualified employees occupying positions at the level of Operator and above (e.g., Operator, Field Supervisor, Assistant Field Supervisor, etc.). This on-call rotation is separate from the on-call rotation applicable to WWTP employees. On-call duty includes all hours outside of the City's regular business hours, including 24 hours per day on weekends and holidays. On-call employees will receive an on-call premium of \$40.00 per day. At the option of the City, qualified employees who are placed on the on-call rotation shall be provided either a City-issued cellphone or monthly cellphone allowance per City Policy 200-1610, with employees following the terms of the policy. Employees placed on-call will follow the terms of the City's on-call policy.

6.6 SUMMER SCHEDULE

From spring to fall of each year of this Agreement, employees may be eligible to work a ten (10) hour shift four (4) days per work week, as determined on a case-by-case basis by management, based on operational needs, with at least ten (10) business days of notification by the City, or as soon as practicable.

A goal of the 4/10 Summer Schedule is to provide employees with three (3) consecutive days off per week. Items such as special projects, employee vacations, and community festivals may modify the days worked each week. Management reserves the right to schedule the working days for each employee, but guarantee a minimum of two (2) consecutive days off per work week, per Section 6.1.

ARTICLE 7

VACATIONS

7.1 Vacations are authorized for all regular full-time employees shall accrue monthly, as follows:

Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Vacations are also authorized for all regular part-time employees on a pro-rated basis. Vacation time off is paid at the employee's base pay rate at the time of vacation.

7.2 Vacation leave shall generally be requested two (2) weeks in advance of the commencement of leave. Vacation leave shall be approved and authorized by the Superintendent or designees so long as the request does not unduly interfere with operations.

7.3 If an employee has no sick leave accrued and is sick, they may opt to take vacation time accrued before taking unpaid leave.

7.4 Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.

7.5 Vacation shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month vacation accruals will be pro-rated.

7.6 Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.

7.7 Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Department Head and the City Manager.

7.8 Upon separation of employment, regular status employees who have completed their

probationary or introductory period shall be paid for all eligible vacation time that has been earned through the last day of work. If employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.

7.9 Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

ARTICLE 8 HOLIDAYS

8.1 The following legal holidays shall be observed by bargaining unit employees:

<u>Holiday</u>	<u>Date To Be Observed</u>
New Year's Day	January 1
M.L. King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25
Two Personal Holidays	At Employee's Choice

8.2 Whenever any legal holiday falls on a Saturday, then such holiday shall be celebrated on Friday. Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday.

8.3 All DEPARTMENTS — When an alternative work schedule is in effect, the employee may use eight (8) hours of holiday leave on the legal holiday. To complete the work week, through mutual agreement with the Superintendent or designee, the employee may:

8.3.1 Use vacation leave or compensatory time for any remaining regularly scheduled work hours for the day on which the holiday falls; or

8.3.2 Work those remaining hours on one (1) or more regularly scheduled work days within the work week containing the holiday; or

8.3.3 Work a regular five-day, eight-hour work week for the week containing the holiday.

8.4 If the legal holiday is a regularly scheduled day off, the employee may use eight (8) hours of holiday leave at a time mutually agreeable to the employee and the Employer, but generally within the same work-week.

8.5 Floating Holidays — Floating holidays shall be taken pursuant to the following guidelines:

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- 8.5.1 In addition to the recognized national holidays listed above, eligible employees shall receive two (2) floating holidays in each calendar year. To be eligible, employees must successfully complete six (6) months of employment with the City.
- 8.5.2 Where employment commences on or before the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of such month. Where employment commences after the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of the following month.
- 8.5.3 An employee may use up to sixteen (16) hours of personal holiday time each calendar year, provided;
- 8.5.3.1 The employee has given not less than 14 calendar days written notice to the Superintendent or designee; provided, however, the employee, Superintendent or designee may agree upon an earlier date; and
- 8.5.3.2 The number of employees selecting a particular day off or any other factor does not prevent the Employer from providing continued public service.
- 8.6 The personal holiday time must be taken during the calendar year or entitlement to the day will lapse. The employee may be granted an extension only by the City Manager and only when the employee can show that the Employer has unduly denied the employee an opportunity to schedule and use personal holiday(s).
- 8.7 When the Superintendent or designee are unable to grant all requests for a particular holiday and assure continued public service in the Department, the earliest request will be given first consideration.
- 8.8 Each employee who works on any holiday shall have the option to be paid at the rate of one-and-one-half (1½) times the regular rate of pay for all hours worked in addition to regular pay or to be given time off at the time-and-one-half rate in lieu of overtime pay, subject to the compensatory time cap. If the employee elects time off, it shall be taken at a time mutually agreed upon by employee and the Superintendent or designee.

ARTICLE 9

SENIORITY

- 9.1 PROBATION — All new employees, including rehires, shall be considered as probationary employees and must successfully complete a six (6) month probationary period before attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer and such action shall not be subject to the grievance procedure. The probationary period may be extended one-time for up to six (6) months if justification is provided in writing to the employee and the Guild. Additional extensions to the probationary period may be applied with mutual agreement of the parties.
- 9.2 PROMOTIONS AND TRANSFERS — When a job opening occurs, such opening shall be filled in the following manner:
- 9.2.1 Permanent Vacancy — When a vacancy within the bargaining unit is created due to a termination, separation, promotion, demotion, or as the result of a new position, and the Employer determines to replace the previous incumbent and/or hire a new employee, employees within the bargaining unit, shall have the opportunity to bid for that position before the vacant position is filled from the outside. Bargaining unit employees interested in applying for the position shall submit a letter of interest within five (5) business days of the position being posted by the City. The Employer will then consider qualifications, training, education, performance, and seniority in evaluating the bid(s) and in deciding if the position should be opened for external recruitment. If a vacancy is posted externally by the City, interested bargaining unit employees who have not yet applied may still submit a letter of interest.
- 9.2.2 Posting — Notice of permanent bargaining unit vacancies shall be posted on bulletin boards in the respective divisions for seven (7) calendar days. Employees interested in applying for the vacancy shall apply in accordance with the terms of Article 9.2.1.
- 9.2.3 Return — Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice.
- 9.3 PROCEDURES FOR REDUCTION IN PERSONNEL — Employees will be laid off in accordance with their seniority and their ability (as determined by the Employer), to perform the remaining work available without significant further training. Ability to perform the work shall take into consideration the employee's training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two (2) or more employees have relatively equal qualifications (skills, knowledge, abilities, experience, and certifications) to do the work without further training, the employee(s) with the least seniority will be laid off first. To avoid layoff, an employee may bump the least senior employee in any classification that they previously held, and are able and qualified to perform the work without further training. If two (2) or more employees were hired on the same date prior to the execution of this Agreement, seniority shall be determined alphabetically based on last name. Any employee hired after the execution date of this agreement shall establish seniority by date and time of hire.

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- 9.4 RECALL PROCEDURE — Employees shall be recalled in the reverse order of layoff to perform the remaining work available without significant further training prior to hiring any new employee to perform the work. The Employer has no obligation to recall an employee after he or she has been on continuous layoff for a period of three (3) years. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the individual.
- 9.5 LEAVE OF ABSENCE — Any employee elected or appointed to permanent Guild office, or as a delegate on behalf of the Guild, necessitating a leave of absence, may at the discretion of the Department Director be granted leave of absence by the Employer, provided sufficient advance notice is given so that such employee's work may be properly cared for. Any employee absent pursuant to such leave of absence shall retain and accumulate all seniority rights. All such leaves of absence shall be granted in writing by the Employer and a copy of the letter granting such leave shall be filed with the Guild and with the employee.
- 9.6 RETENTION OF SENIORITY — Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

ARTICLE 10 WAGES AND CLASSIFICATIONS

- 10.1 Progression through the step plan in Appendix A, B, and C shall be based upon satisfactory performance as determined by the Employer in consultation with the Superintendent or designee.
- 10.2 WAGES - Effective January 1, 2022, employees shall receive a 4.0% increase in wages as reflected in Appendix A.
- 10.3 WAGES - Effective January 1, 2023, employees shall receive a 3.5% increase in wages as reflected in Appendix B.
- 10.4 WAGES - Effective January 1, 2024, employees shall receive a 3.0% increase in wages as reflected in Appendix C.
- 10.5 MARKET ADJUSTMENTS – During the term of this Agreement, at the option of the City, the City may reopen this Agreement solely for purposes of adjusting employee wages to reflect a market compensation study. Should the City exercise this right, it will provide thirty (30) days' written notice to the Union, and guarantees that no position in the bargaining unit will be subject to a wage decrease as a result of the study.
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- 10.6 The overtime rate of pay shall be determined by multiplying the above hourly rate by 1.5.
- 10.7 OUT OF CLASS PAY — An employee who is appointed by the Employer temporarily to work outside of their job classification for more than one (1) week will receive pay consistent with the applicable salary schedule but in no event be paid more than 10% of their regular wage rate. The out of class pay shall not apply retroactively. Assistant Field Supervisor and WWTP Tech positions are not eligible for out of class pay.

ARTICLE 11 LONGEVITY

- 11.1 The Employer agrees to the following longevity pay scale which shall be added to the monthly pay of each employee eligible:
- Beginning 5th year — \$ 50.00
 - Beginning 10th year — \$100.00
 - Beginning 15th year — \$150.00
 - Beginning 20th year — \$200.00
 - Beginning 25th year — \$250.00
 - Beginning 30th year — \$300.00
 - Beginning 35th year — \$350.00

ARTICLE 12 DIRECT DEPOSIT AND PAYDAYS

- 12.1 Employees are required to enroll in direct deposit at a financial institution of their choice. Paydays shall be on the 10th of each month plus a draw of up to forty percent (40%) of the gross monthly pay on the 25th day of each month. If the payday falls on a holiday or weekend, then the payday will be the last regular business day prior to the 10th or the 25th. Payroll checks or stubs shall identify the amount earned, hours worked, overtime and the deductions made.

ARTICLE 13 SICK LEAVE AND PAID FAMILY AND MEDICAL LEAVE

- 13.1 All regular full-time employees shall be entitled to accrue eight (8) hours of sick leave for each month of employment. Full-time employees may accrue an unlimited amount of sick leave during the calendar year, however, annual carryover is limited to nine hundred sixty (960) hours, with any excess forfeited at year end. Part-time employees budgeted at least twenty (20) hours per week (0.5+ FTE) earn sick leave on a prorated basis. Part-time employees budgeted below (20) hours per week (<0.5 FTE) earn sick leave at the rate of one (1) hour of sick leave for every forty (40) hours actually worked, with a maximum annual carryover of forty (40) hours. To ensure compliance with Washington's Paid Sick Leave Law, the City will track statutory sick leave accruals separately from the more generous accruals provided by this Agreement.

- 13.2 Sick leave may be used for the following authorized purposes:

13.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

13.2.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Solely for purposes of Article 13.2.2, "family member" shall be defined to include children (including a biological, adopted, or foster child; stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), parents (including 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), spouses, registered domestic partners, grandparents, grandchildren, and siblings.

13.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

13.2.4 When the employee is authorized to use sick leave for absences that qualify for leave under Washington's domestic violence leave act, RCW 49.76 et seq.

13.2.5 Any other authorized purpose required by State law.

13.2.6 Medical appointments and other partial-day sick leave absences shall be accounted for by actual time off, rounded to the next nearest one-half hour.

13.3 For absences exceeding three (3) days, the City may request medical verification confirming that sick leave was taken for an authorized purpose. When requested, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide medical verification to the City. On a case-by-case basis, an employee is subject to excusal from providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the City. An employee excused from the requirement may be required to submit alternative verification.

13.4 Any employee shall be subject to disciplinary action for misuse of sick leave.

13.5 Unless confined to a hospital, or on extended sick leave stay previously approved by the City, an employee must call before their scheduled shift and notify the Superintendent or designee, as appropriate, of their need for sick leave. When an employee's need for sick leave is unforeseeable, such as emergencies, the employee shall attempt to notify the Superintendent or designee as soon as possible before the start of their shift, however, if advance notice is not possible, the employee shall provide notice as soon as possible thereafter, no later than the start of the next scheduled shift. For emergencies, an employee may ask a representative (e.g., friend, family member, caregiver, co-worker) to provide notice on the employee's behalf. No sick leave shall be granted in less than one-half hour increments.

13.6 BUYBACK — Once an employee has attained a minimum of four hundred eighty (480) hours of accumulated sick leave, the employee has the following options:

13.6.1 He or she may accumulate any sick leave earned during the working year beginning on January 1st and ending on December 31st of that year, subject only to an annual carryover maximum of nine hundred sixty (960) hours.

13.6.2 The employee may redeem up to a maximum of ninety-six (96) hours of sick leave in December of each year, at the rate of \$15.00 per hour, provided the employee maintains a balance of at least 480 hours after the redemption.

Example #1: An employee starts the year with 480 hours, accrues an additional 96 hours during the calendar year, but uses 40 hours due to a sickness, and therefore ends the year with 536 hours. The employee may redeem a maximum of 56 hours.

Example #2: An employee starts the year with 700 hours, accrues an additional 96 hours during the calendar year, but uses all 96 hours due to a sickness, and therefore ends the year with 700 hours. The employee may still redeem a maximum of 96 hours because he/she will maintain a minimum balance of at least 480 hours after the redemption.

13.6.3 The employee shall notify the Employer on or before December 1st of the current working year of his or her intent to accumulate or redeem the sick days earned during that working year.

13.7 Employees may cash-out sick leave under this section at the following rates:

Reason	Percentage of total accrued, unused leave
Termination for cause or Resignation in Lieu of Termination	0%
Voluntary Resignation	25%
Layoff	50%
Death	100%
Retirement (PERS)	100% for first 360 hours, 25% for up to an additional 360 hours
Permanent Disability Separation	100%
<i>Note: An employee is "permanently disabled" by verification and determination of the state Department of Retirement Services or the federal Social Security Administration.</i>	

13.8 If an employee is unable to work due to an on-the-job illness or injury, and the employee is also receiving Workers' Compensation time-loss payments or any other insurance provided by the City, the employee shall receive sick leave in an amount which, when combined with the time-loss or other insurance payments, shall equal the employee's regular salary. Upon returning to work, the employee shall cooperate with the City to reconcile the correct deduction of sick leave and/or reimbursement of payments to achieve the employee's regular salary.

13.9 Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington and subject to annual revision, with the Employer and Union agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115 (i.e., the City pays 55% of medical premiums, employees pay 45% of medical premiums and 100% of family premiums). The City reserves the right to self-insure, provided benefits remain the same or better to employees. In addition, during the term of this Agreement, the City reserves the right to reopen this Agreement for the sole

purpose of bargaining the interplay between the Family and Medical Leave Program and the other paid leave provided by this Agreement.

ARTICLE 14 GROUP MEDICAL, DENTAL, AND VISION INSURANCE

14.1 The Employer offers full-time employees and their enrolled dependents a choice between four health insurance plans offered by the Association of Washington Cities (AWC): (1) HealthFirst 250; (2) Kaiser 200; (3) HealthFirst High-Deductible Health Plan (HDHP); and (4) Kaiser High-Deductible Health Plan (HDHP).

14.1.1 For 2022, on a monthly basis, the Employer shall contribute a flat-dollar amount of up to \$1,650.00 toward the cost of health insurance premiums. For 2023, the Employer's flat-dollar contribution shall increase up to \$1,725.00. For 2024, the Employer's flat-dollar contribution shall increase up to \$1,800.00. To be eligible for this monthly contribution, the employee must actually enroll in one of the four AWC plans. Any remaining balance owed for the cost of the premiums shall be paid by the employee.

14.1.2 Employees not utilizing the full monthly contribution by the City may open a Health Reimbursement Account (HRA) and request the City deposit the difference, up to a maximum of seventy-five dollars (\$75) per month, into the HRA. Employees are solely responsible for all fees charged by the HRA.

14.1.3 Employees who enroll in an HDHP option and open a Health Savings Account (HSA) will receive 100% of the cost difference between HealthFirst 250 and the selected HDHP, deposited into their HSA on a monthly basis.

14.1.4 Part-time employees budgeted at thirty (30) hours per week (0.75 FTE) or greater are eligible for enrollment in health insurance, and will receive a monthly contribution from the City on a pro-rated basis. Part-time employees budgeted below thirty (30) hours per week (0.75 FTE) are not eligible for health benefits.

14.2 VISION - The Employer shall pay 100% of the premiums for the VSP vision care plan.

14.3 DENTAL - The Employer shall pay 100% of the premiums for the AWC Dental Plan E.

14.4 The Employer shall pay the above premiums for dependents for an additional 30 day period and 90 days for the employees if laid off or disabled.

~~14.5 No changes may be made under this section unless the overall level of benefits under the proposed policy is comparable to the overall level of benefits provided above.~~

ARTICLE 15 LIFE INSURANCE

15.1 The City will provide for, on behalf of each employee, a term life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000, and each dependent child shall be covered in the amount of \$2,000. However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance

coverage. Employees may continue to elect to purchase supplemental life insurance in accordance with the program(s) offered by the City.

15.1

ARTICLE 16 DISABILITY INSURANCE

16.1 The Employer shall provide long term disability insurance to each employee covered by this contract. The plan shall provide 60% benefit level payable after a ninety (90) day elimination period.

16.2 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

ARTICLE 17 CALL BACK

17.1 Any Guild member shall be given a minimum of three (3) hours overtime when called back to work. Call back is defined as follows: When Guild members have completed their regular shift or period of work and have left the City Shop, WWTP Plant, Civic Center, or other regularly-assigned work location.

ARTICLE 18 MEAL STIPEND

18.1 Any employee shall receive a meal stipend of fifteen dollars (\$15) in the event of an emergency situation when he or she has worked more than two (2) hours overtime at the end of their regular shift or four (4) hours overtime as a result of a call back. The employee shall receive an additional meal stipend for every four (4) hours of additional overtime worked.

ARTICLE 19 JURY DUTY PAY

19.1 Any employee, who is required to perform jury duty, including grand jury duty, shall be compensated at their regular rate for time served in performance of jury duty. If jury service is at a time other than the employee's regularly scheduled day, the employee may accrue compensatory time for jury service. The Employer may require documentation from the court substantiating time served on jury duty. Any stipend received for jury duty shall be returned to the Employer and any mileage costs paid to the employee shall be retained by said employee.

ARTICLE 20 WORK RELATED CLOTHING

20.1 The Employer shall provide five hundred dollars (\$500.00) for purchasing work related clothing items for each bargaining unit employee. Employees are responsible for having work related clothing in good condition at the work site each day.

20.2 The work related clothing allowance shall be paid annually on the April payroll check.

20.3 Work related clothing shall mean:

Work Boots

Rain Gear (top bottom and boots)
Insulated Bib Overalls
Coat
Work Shirts
Work Pants

20.4 The Guild and the City agree to the creation of a voluntary training program for Maintenance Workers (both Public Works and Parks). This voluntary training program is for Maintenance Workers that currently hold a Class B CDL or higher. Employees may enter the program at any point throughout the year. Mid-year trainees will be placed at the end of the rotation. Participants will be scheduled per seniority on a rotating monthly basis. The amount of training time may vary per employee. Participants of this program will be evaluated each calendar year for continuing eligibility. There will not be any guaranteed amount of training promised to the employee from the Guild or the City. Participation does not assure an Operator position will be granted. If qualifications and abilities are equal, seniority shall prevail. An Operator must accompany trainees at all times. This non-probationary program can be altered by any mutual agreements between the City and the Guild, and may be terminated by the City at any time.

ARTICLE 21 SAVINGS CLAUSE

21.1 Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 22 MISCELLANEOUS PROVISIONS

22.1 A bulletin board shall be provided for the Guild notices. The Guild shall keep the board in good order. Guild shall hold Employer harmless for any loss resulting from anything on the bulletin board.

22.2 The City will notify the Guild within ten (10) business days of receipt of a public records request that seeks records containing information that specifically and personally identifies an affected bargaining unit employee. The City will notify the Guild within ten (10) business days of any public records request that specifically identifies and seeks records regarding the Guild.

ARTICLE 23 NOTICE OF DISCIPLINE AND DISCHARGE

23.1 JUST CAUSE — The Employer may discipline and discharge employees for just cause.

23.2 NOTICE — The Employer shall notify the bargaining unit member of any punitive disciplinary action concurrent with commencement of the action.

23.3 PROGRESSIVE DISCIPLINE — The Employer agrees that, with the exception of instances of egregious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning - written warning - suspension - termination). However, the

Employer retains the sole right to determine what level and type of discipline should be imposed.

23.4 **TERMINATION** — Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Guild shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.

23.5 **PROBATIONARY EMPLOYEES** — The Employer may separate probationary employees with or without cause.

23.6 In the event of documented reprimand is placed in an employee's permanent personnel file, after one year from the date of the reprimand the employee may request that the Employer remove such reprimand from the file. Removal of said reprimand shall be at the sole discretion of the Employer and the Employer's decision shall not be the subject of a Grievance.

ARTICLE 24 NON-DISCRIMINATION

24.1 The Employer and the Guild shall not discriminate employees based on their color, race, religion, creed, age, sex, sexual orientation, gender expression or identity, national origin, marital status, military status, status as an honorably discharged veteran, genetic information, or mental or physical disability, in accordance with State and Federal rules and regulations. Bona fide occupational qualifications based on the above traits do not violate this section. Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to arbitration under Article 5 of this Agreement.

ARTICLE 25 MANAGEMENT RIGHTS

25.1 Any and all rights concerned with the management and operation of the Department of Public Works, including Engineering, and the Parks Department, are exclusively that of the Employer unless otherwise specifically provided by the terms of this Agreement. The Employer has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods or facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

ARTICLE 26 GUILD RIGHTS

26.1 The Guild has all rights which are specified in the provisions in this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement.

ARTICLE 27 NO STRIKE NO LOCKOUT

27.1 Neither the Guild nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this Agreement.

27.2 There shall be no lockout by the Employer during the term of the Agreement

ARTICLE 28 EMERGENCY COOPERATION

28.1 The City and the Guild agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential emergency conditions arising from or related to technology problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Guild agrees that in accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified member of the bargaining unit is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Guild agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Council declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

ARTICLE 29 DEFERRED COMPENSATION

29.1 The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.


ARTICLE 30 LIFE OF AGREEMENT

30.1 This Agreement shall remain in full force and effect until December 31, 2024. The Guild and Employer shall give written notice on or before September 1st of any year the contract is due to be amended or terminated provided that if notice of modification or termination is given, this Agreement shall remain in effect up to one (1) year thereafter during the term of negotiations for a replacement Agreement, consistent with RCW 41.56.123. On notice, the parties shall meet and negotiate in good faith to arrive at

agreed modification or successor contract to be effective at the expiration of the term thereof. The prior contract currently in existence is hereby rescinded and this Agreement substituted in its stead, as comprising the entire Agreement currently existing between the parties.

In witness whereof, the parties have executed the Agreement as their free and voluntary act on the dates set forth below.

CITY OF SHELTON



Jeff Niten
City Manager

12-16-21
Date

SHELTON EMPLOYEES GUILD



Todd Rhodes
Guild President

12-16-21
Date

APPENDIX A – 2022 Wages

SALARY SCHEDULE		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
Position	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Custodian	14	19.35	20.32	21.34	22.40	23.07	23.77	24.48	25.21	25.97
Maintenance Worker	16	21.28	22.34	23.46	24.63	25.37	26.13	26.91	27.72	28.55
Wastewater Treatment Plant Tech Train	17	23.13	24.29	25.50	26.78	27.58	28.41	29.26	30.14	31.04
Heavy Equipment Operator	18	24.54	25.77	27.06	28.41	29.26	30.14	31.05	31.98	32.94
Sr. Heavy Equipment Operator	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Wastewater Treatment Plant Tech I	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Asst. Water Quality Specialist	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Wastewater Treatment Plant Tech II	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Water Quality Specialist	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Master Mechanic	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Wastewater Treatment Plant Tech III	21	28.41	29.83	31.32	32.88	33.87	34.89	35.93	37.01	38.12
Asst. Field Supervisor	22	29.83	31.32	32.89	34.53	35.57	36.64	37.74	38.87	40.03
Field Supervisor	24	32.89	34.53	36.26	38.07	39.21	40.39	41.60	42.85	44.14

COLA Adjustments:

2023 = 3.5%

2024 = 3.0%

APPENDIX B - WWTP Technician Training Program

The Guild and the City agree to the creation of a WWTP Technician training program to develop technicians and ensure uninterrupted facility management by certified employees. Wage rates applicable to the training program are listed in Appendix A.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Operator	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00	26.00	27.00
Technician	20.00	21.00	22.00	23.00	24.00	25.00	26.00	27.00	28.00	29.00
Senior Technician	22.00	23.00	24.00	25.00	26.00	27.00	28.00	29.00	30.00	31.00
Lead Technician	24.00	25.00	26.00	27.00	28.00	29.00	30.00	31.00	32.00	33.00
Supervisor	26.00	27.00	28.00	29.00	30.00	31.00	32.00	33.00	34.00	35.00
Chief Operator	28.00	29.00	30.00	31.00	32.00	33.00	34.00	35.00	36.00	37.00
Chief Technician	30.00	31.00	32.00	33.00	34.00	35.00	36.00	37.00	38.00	39.00
Chief Supervisor	32.00	33.00	34.00	35.00	36.00	37.00	38.00	39.00	40.00	41.00
Chief Lead	34.00	35.00	36.00	37.00	38.00	39.00	40.00	41.00	42.00	43.00
Chief Operator/Technician	36.00	37.00	38.00	39.00	40.00	41.00	42.00	43.00	44.00	45.00
Chief Supervisor/Lead	38.00	39.00	40.00	41.00	42.00	43.00	44.00	45.00	46.00	47.00
Chief Chief	40.00	41.00	42.00	43.00	44.00	45.00	46.00	47.00	48.00	49.00
Chief Chief/Lead	42.00	43.00	44.00	45.00	46.00	47.00	48.00	49.00	50.00	51.00
Chief Chief/Supervisor	44.00	45.00	46.00	47.00	48.00	49.00	50.00	51.00	52.00	53.00
Chief Chief/Chief	46.00	47.00	48.00	49.00	50.00	51.00	52.00	53.00	54.00	55.00

Date: _____
Page: _____