

LABOR AGREEMENT

BETWEEN

The CITY OF OAK HARBOR

AND

TEAMSTERS UNION, LOCAL NO. 231

REPRESENTING

**CITY OF OAK HARBOR MARINA, PARKS, AND
PUBLIC WORKS EMPLOYEES**

Effective January 1, 2024 through December 31, 2025



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January 1, 2024 through December 31, 2025

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ARTICLE 1 - PURPOSE AND SCOPE

- 1.1** This Agreement shall set out the terms and conditions of employment in satisfaction of the Bargaining Parties mutual obligations as set out in RCW 41.56.
- 1.2** The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.3** In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit Employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to Bargaining Unit Employees.
- 1.4** The Parties recognize that the Marina is a division of City Government as established in Oak Harbor Municipal Code Chapter 2.38.

ARTICLE 2 – RECOGNITION

- 2.1** The City of Oak Harbor (the City) recognizes Teamsters Local Union #231 (the Union) as the sole Collective Bargaining agent for the Bargaining Unit as described in the certification of representation issued by the Public Employee Relations Commission (PERC) of the State of Washington in 2012, for Regular Full-time and Regular Part-time Marina, Parks, and Public Works Employees of the City.

- 2.2 All Collective Bargaining with respect to wages, hours and general working conditions of employment shall be conducted by authorized Representatives of the Union and authorized Representatives of the City to the extent required by RCW 41.56.
- 2.3 Bargaining Unit Work: It is the understanding and agreement of the Parties that Bargaining Unit work shall be performed by persons that are members of the Bargaining Unit. It shall not be a violation of this Agreement for Supervisors to perform work in the course of their normal duties including instructing or training of Employees, in assuring proper standards of work or job performance and, in continuing the flow of work.

ARTICLE 3 - UNION RIGHTS

- 3.1 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.
- a. Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
 - b. Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.
 - c. Notification to Union of New Hires: The City agrees to attempt to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, date of hire, classification, and work location and phone number.
- 3.2 New Hire Orientation: The City will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Business Representative and Shop Steward will be allowed to attend this new hire orientation so long as the Shop Steward's attendance does not adversely affect business operations. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.3 Union Bulletin Board: At the City's discretion regarding location and amount of space allocated, the City shall provide the Union with a designated bulletin board at the Public Works and Wastewater Treatment Plant break rooms, and the Marina where the Union may post its notices. All costs incidental to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion. No posting shall be of a discriminatory or denigrating nature.

3.4 Labor/Management Meetings: In the interest of mutual trust and open communication between the parties and to improve employee/employer relations, the parties agree to establish Labor/Management Meetings to meet on a quarterly basis or as needed upon the request of either party. Prior to the meeting, each party will submit an agenda of items to be discussed.

3.4.1 Any applicable employee may be invited to attend, as long as staffing needs are adequately met and with advanced approval of the Supervisor.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular division (different divisions may have different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact Bargaining; the right to use volunteers; the right to use criminal justice work-crews on City work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of Employees and the direction of the Employees, including but by no means whatever limited to, hiring, selecting and training of new Employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its Employees.

- a. The Employer and the Union agree that the above statement of Management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by Law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The Management rights provision shall be liberally construed to effectuate its purpose of reserving to Management a broad scope of authority.
- b. The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender, or limit management rights may be grieved.

4.2 Performance of Duty: During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions

by Employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

- 4.3** Picket Lines: Consistent with Article 4.2, the City recognizes the individual statutory rights of Employees to observe on an individual rights basis, as such individual rights may exist for the observing Employee, Teamsters' Union authorized picket lines. No Employee shall be disciplined or otherwise sanctioned by either Party because of the Employee's individual decision regarding such a picket line. It is understood that the City shall provide normal services without regard to any picket line using whatever means it can avail itself of and that there shall be no guarantee of work to an Employee asserting their individual options to not fully perform their assigned work.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Employee Classifications:

For a variety of reasons, it is helpful to define the working classification of each Employee employed by the City. Each position has a job description which will be provided to the Employee by Human Resources at the time of hire. Employment classifications relate to the nature of the job responsibilities, work schedule and participation in City benefit programs. The City recognizes the following Employee classifications:

- a. Full-time: A regular Employee working in a regularly budgeted position allocated at least thirty-two (32) hours per week.
 - o Regular Full-Time Employee: is an individual who works a normal forty (40) hour work week.
- b. Part-time: An Employee working in a regularly budgeted position allocated to work hours of less than thirty-two (32) hours per week whose hours may be regular or irregular. An Employee who is regularly scheduled to work less than twenty (20) hours per week are not generally entitled to City-provided benefits.
 - o Regular Part-Time Employee: is an individual who works less than a normal forty (40) hour workweek and is hired for an indefinite period.
- c. Probationary: An Employee who has not yet completed his/her probationary period.
- d. Regular: An Employee who has successfully completed his or her probationary period and is retained in a fully budgeted position in the biennial budget.
- e. Temporary: an individual hired on a temporary basis. Temporary Employees shall not be eligible for City-provided benefits or accrue seniority. Temporary employment shall not exceed a maximum of one (1) year. Temporary Employees may be eligible for Public Employees' Retirement benefits dependent upon duration of appointment and hours worked.
 - o Temporary Employee: generally, is an individual who is hired either part-time or full-time for a specified, limited period. A temporary Employee who works more than one thousand forty (1040) regular hours in a calendar year shall be required

to join the applicable Bargaining Unit but shall not become a Regular Employee until such Temporary Employee shall apply for and be hired into a Regular position.

5.1.1 In addition to the foregoing classifications, all Employees classified as Fair Labor Standards Act/Washington Minimum Wage Act exempt or non-exempt can be seen as:

- a. Exempt: Exempt Employees are ordinarily paid on a salary basis and are not eligible for overtime pay.
- b. Non-Exempt: Non-exempt Employees are ordinarily paid by the hour and are eligible for overtime pay.

5.1.2 If an Employee has any questions regarding his/her classification or exempt/non-exempt status, please contact Human Resources.

5.2 Probationary/Trial Periods:

The City of Oak Harbor carefully monitors and evaluates all new Employees and all current Employees transferred or promoted to a new job during an initial probationary/trial period. Newly hired, transferred or promoted Employees should also use this probationary/trial period to ensure that the new position is satisfactory.

5.2.1 The probationary/trial period(s) will be set at the time of hire and begin as of the first hour of work. Probationary/trial periods will follow the guidelines set forth below:

- a. For an individual who is not a City Employee and was hired into a full-time position or a part-time position which is twenty (20) hours per week or more: the first twelve-(12) months following hire.
- b. For an individual hired into a part-time position which is less than twenty (20) hours per week: the first twelve (12) months following hire.
- c. For a current Employee promoted or transferred to a new position: the first six (6) months following the date of transfer or promotion shall be a trial period to ensure the employee and/or the City find the placement in the new position satisfactory. Current employees promoted or transferred into a new position shall have all rights under this Collective Bargaining Agreement.

5.2.2 During this probationary/trial time if it is determined that the placement is not working out satisfactorily, the Employee may be terminated (new Employee) or returned to a prior position for non-disciplinary reasons (i.e., performance of the job) (existing Employee) at any time without cause or advance notice. Existing Employees shall return to their prior or similar position if it is available and if not available may be placed in any other available position for which the Employee is qualified and if nothing is available shall be laid off as provided in Article 6.2 of this Agreement.

- a. If an employee is returned to a prior position, the date of transfer to return to the prior position is the new appointment date and anniversary date for step increases.

- 5.2.3** An Employee's probationary/trial period may be extended up to six (6) months if deemed appropriate in light of absences, performances issues, or other considerations upon notice to the Employee and the Union at least three (3) weeks prior to the completion of the probationary/trial period.
- 5.2.4** Transferred or promoted Employees will normally be reviewed within three (3) weeks of the end of their probationary/trial period.
- 5.2.5** Employees will be allowed to continue in their position if the Department Director approves and the Employee receives a satisfactory evaluation near the end of his/her probationary/trial period.
- 5.2.6** Employee evaluations during the probationary/trial period will be at or proximate to the three (3) month mark, the six (6) month mark and just prior to the completion of the period.
- 5.3** Recruitment: Management in its sole discretion may determine that outside recruitment is in the City's best interest provided however, upon request by the Union, the City will provide to the Union its reasons for outside recruitment.
- 5.3.1** Promotions: All Employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Department Director and the Human Resources Department.
- a.** It is a goal of the City to promote from within and to fill vacant positions with qualified, existing Employees. To help meet that goal the City shall first pursue applicants from within the bargaining unit when deemed possible before external candidates.
 - b.** Advancement from a level I to a level II is a promotion based on an Employee attaining appropriate skills, abilities and qualifications, and shall only occur as outlined in this Article 5.3.
 - c.** Employees promoted to a position in a higher salary range will be placed at the 1st step of the higher pay range or at the step closest that provides an increase in pay, whichever is greater. If the employee had not received a step increase in the prior six (6) months of the date of promotion, the employee may receive a one (1) step increase over the rate of pay received immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.
- 5.3.2** Transfers: The City of Oak Harbor may, at its discretion, initiate, or approve Employee sought, job transfers from one position to another, or from one Division to another.
- a.** The City may require Employees to transfer to either a temporary or regular position to accommodate the organization's business needs.
 - b.** Required transfers shall generally be by mutual agreement between the Employee and the City except in cases where the Employee has the unique qualifications, skills or abilities required by the City at that time.

- c. Where an Employee with unique qualifications, skills or abilities is temporarily retained without mutual agreement the City will, upon request of the Union, explain the situation and the need to accommodate the City's business needs. Employees transferred to a position within the same salary range will continue to receive their existing rate of pay.
- d. Any Employee who seeks and is granted a transfer to a position with a lower wage rate shall be paid at the lower wage rate appropriate to their most recently granted wage step.
- e. Any Employee who seeks a transfer to a position with a higher wage rate will be considered as provided in Article 5.3.1 Promotions.
- f. Employees involuntarily transferred to a position in a lower salary range shall be paid at their former rate. Employees may be paid at a rate within the lower salary range after ninety (90) calendar days in the new position when such reduction in wage is reasonable under the circumstances.

5.4 Transferred and promoted Employee's anniversary date which is used to determine eligibility for step increases will be adjusted to match that of the date of transfer or promotion pursuant to the City policy including promotions that are unsuccessful where an employee is returned to a prior position.

5.5 Out-Of-Class Assignments:

The City of Oak Harbor may authorize out-of-class assignments to cover operational needs or absences of a higher-level classification when a foreman, supervisor, or manager is absent. Out-of-class assignments provide valuable on-the-job training and continued performance of critical workload.

5.5.1 Out-of-class assignments will be assigned in advance by the Department Head. If an Employee is working an out-of-class assignment that will be in effect for more than three (3) consecutive days, beginning on the fourth (4th) consecutive day of the assignment, the Employee will receive a wage premium of no less than three percent (3%) retroactive to the first day of assignment to be recorded on the timecard. Consecutive days shall not be interrupted by weekends or holidays.

5.5.2 An employee who volunteers or when it is requested and mutually agreed upon to provide assistance with another division within the bargaining unit may work up to twelve (12) hours per week with no change in compensation and may be eligible to receive out-of-class assignment once they are fully trained and are assigned as outlined above in 5.5.1.

5.5.3 Out-of-class assignments are limited to ninety (90) business days. Extensions require approval by the Mayor or City Administrator. In the event an out-of-class assignment is required beyond six (6) months the Union may request the reasons why the out-of-class assignment continued.

5.6 Step Advancement:

The ability of an Employee to be awarded a step advancement shall occur during the life of this Agreement and shall only expire after the expiration of this Agreement if the City gives the Union sixty (60) day notice prior to the expiration of this Agreement that the City will suspend such “steps” through the negotiation of a successor Agreement.

5.6.1 Employee step advancement from one step to the next step on the salary range compensation scale is based on time served.

5.6.2 Employee performance reviews and step advancements are not linked as performance reviews are generally done proximate to early January while step advancements occur proximate to an Employee’s anniversary date.

5.6.3 Employee Performance Reviews:

Employees will generally have their performance reviewed annually during the month of January. Employees shall be afforded the opportunity to comment regarding their agreement or disagreement with their final review.

5.7 Employee Positions:

Each Employee shall be given a position title (i.e.: job classification). Each position has a job description which will be provided to the Employee by Human Resources at the time of hire, promotion, transfer etc.

5.7.1 Assistant Harbormaster (Lead Employee): The Union recognizes that the City employs an unrepresented Supervisory Employee in the position of Assistant Harbormaster who is a “Working Lead” under RCW 41.56. Such “Working Lead” Employees perform the work of the Bargaining Unit side by side with Unit Employees. It is recognized that over time Lead Employee responsibilities may increase or decrease outside of a ratio to Unit Employees and on a “business need” basis. The Union agrees that such work by Lead Employees shall not be challenged as “skimming”. The City agrees that Union work shall not be supplanted through an increased use of “Lead” positions except that the City may fill a vacant position.

5.7.2 Employee positions and commensurate hourly compensation is attached hereto as Appendix A.

5.8 Negotiations:

Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted “release time” to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed four (4) members on release time at any one time. At the request of the Union and agreement by the City the Union Bargaining Committee may be increased to a maximum of six (6) members on a meeting-by-meeting basis and without creation of a “practice”.

ARTICLE 6 – SENIORITY, LAYOFF & RECALL

- 6.1** Seniority: The City appreciates and recognizes quality performance and seniority of Employees; both of which contribute greatly to the service the City and Employees provide to the Citizens of the City.
- 6.1.1** Length of service (Seniority) is measured from the original date of regular employment with the City of Oak Harbor, so long as the Employee has not had a break in service (severance of the employment relationship) greater than thirty (30) days. During a layoff, Employees with breaks in service greater than thirty (30) days, but less than one (1) year per break, will be credited for their time actually worked only, i.e., the break time is not counted, unless required by Law. Employees with a break in service greater than one (1) year receive credit for service only from their most recent date of hire with the City of Oak Harbor.
- 6.1.2** City Seniority: the length of time employed with the City, from the most recent date of hire as measured in Article 6.1.1.
- 6.1.3** Bargaining Unit Seniority: the length of time employed as a Regular Employee within the Bargaining Unit including all time prior to the Certification of the Union as measured in Article 6.1.1.
- 6.2** Layoff:
Layoffs may occur as a result of lack of work, lack of funds, material change in duties or organization, the interests of economy or efficiency, or other causes as determined to be for the good of the city service by the Mayor.
- 6.2.1** The Department Director shall determine which Positions within the Department or Division are to be laid off.
- 6.2.2** The order in which Employees will be laid off shall be determined by the City based on Employee job knowledge, skill, performance and other qualifications; related to the existing and anticipated needs of city service. When two (2) Employees are equally qualified under such factors, the Employee with the most City Seniority shall be retained.
- 6.2.3** Prior to effectuating a layoff the Director shall schedule a meeting with the Union to review the layoff determination for possible alternatives to be suggested by the Union to effectuate any layoff as provided herein. Provided, however, the affected Employee may pursue opportunities pursuant to Article 5.3 and 5.5 to avoid layoff.
- 6.2.4** If an Employee desires and requests an alternative to layoff, as provided herein, the City may transfer or demote an Employee or authorize part-time employment as permitted herein.
- 6.2.5** Layoffs and substitutions, therefore, are not discipline matters.

6.2.6 Employees selected for layoff will be given as much notice as is required by Law or is practicable under the circumstances.

6.3 Reinstatements:

The names of persons laid off shall be maintained on a reinstatement list. Personnel policies and procedures shall provide for reinstating Employees from a reinstatement list. An Employee's name shall be maintained on the reinstatement list for up to one year (365 days) following the Employee's layoff.

6.3.1 Employees who are laid off shall be offered a reinstatement opportunity for a vacancy in a Bargaining Unit position for which they are qualified. Such offer of reinstatement shall be by Bargaining Unit seniority and a senior laid off Employee may elect to pass a reinstatement opportunity to another junior laid off Employee however passing on an opportunity does not alter/extend the Employee's position on the reinstatement list.

ARTICLE 7 – HOURS OF WORK, SCHEDULING & OVERTIME

7.1 Scheduling:

For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor recognizes a forty (40) hour work week, Monday through Sunday, for all regular Employees.

7.1.1 The workday for Employees generally consists of eight (8) consecutive hours with a regular assigned starting time for each Employee and generally for five (5) consecutive days within a seven (7) consecutive day period. Employees shall receive overtime for all hours worked beyond a normal workday.

7.1.2 The workweek will generally be Monday through Friday unless otherwise scheduled as provided herein.

7.1.3 Employees scheduled to work on their regularly scheduled days off shall be paid for all hours worked at the standard overtime rate. The employee's schedule may be flexed to address the hours worked on their regularly scheduled days off by mutual agreement.

7.1.4 Employees scheduled a four (4) day ten (10) hour schedule (4/10s) to work forty (40) hours in a one-week period scheduled over four (4) working days, each workday, holiday, or day of absence is recorded as ten (10) consecutive hours.

7.1.5 Individual divisions may establish regular work hours and starting times that meet the need of their particular duties.

7.1.6 Each Employee's scheduled work hours will be determined by his/her Division Director or designee. The Parties recognize the City may have a business need for different work schedules which may be established on a temporary or regular basis from time-to-time by the Department. Prior to effectuating a change in any Employee's or Employees' **regular** schedules there shall be a Labor Management Meeting (Article 3.4) between the Department (or designee), affected Employee as invited by the City, and the Union (or

applicable steward) to explore changes in work schedules to provide necessary City services by division or workgroup.

7.1.7 The City may **temporarily** adjust the regular daily work schedule starting time ahead or back to meet the needs of City work provided affected Employees are provided at least sixty (60) hour notice and work/sleep impacts are considered by the City. If the City does not give sixty (60) hour notice to affected Employees scheduled starting times may be **temporarily** adjusted ahead or back by as much as three (3) hours to accommodate work needs. The Department Director or designated Supervisor will inform Employees of any changes with as much notice as is reasonably available regarding any **temporary** changes to their regular daily work schedule, including any meal periods/rest break changes and any other changes that are considered desirable by the City to effectuate City work. In the event the City should change the regular schedule of any Employee without complying with the provisions of 7.1.6 and/or 7.1.7 the Employee shall be paid at the overtime rate for such hours worked outside the regular schedule.

a. Temporary work schedules outside of normal hours: Should it become necessary for the City to schedule work on a temporary basis that requires employees to work between the hours of 6:00 p.m. and 6:00 a.m. the scheduled time shall be considered shift work and shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to the employee's normal straight time hourly rate. The seventy-five cents_(\$0.75) premium shall be applied to all hours worked on any day in which an employee is required to work a split shift. Split shifts shall be temporary. (This premium does not apply to 7.1.7 temporary schedule adjustments.)

7.1.8 Employees may request an alternative work schedule on a temporary or ongoing basis, provided such an alternative work schedule shall not result in overtime liability or other increased cost of any type to the City. The Supervisor and Department Director will determine if the requested schedule will adversely impact operational needs or otherwise be inconsistent with the City's interest. Alternative work schedules must be approved in writing by the Department Director. Approval may be withdrawn in the event it is determined that the arrangement is not in the City's best interest.

7.1.9 In the event of an emergency and/or adverse weather and/or natural disaster causes the change in an Employee's or Employees' schedule the following shall apply.

a. In the event of inclement weather, an emergency or natural disaster, the City must continue to provide essential public services. Therefore, if the City determines to remain open, employees must make every reasonable effort to report to work if they can do so without endangering their personal safety or the safety of employee's family members. An employee who is unable to safely get to work or leaves work early because of unusual weather or other conditions may charge the time missed to vacation, sick leave, compensatory time, or use their floating holiday. If an employee has no leave available, he/she will be placed on leave without pay status for the time missed.

b. Each department is required to maintain a telephone tree or other notification system to inform employees whether or not the City is open for business during inclement

weather or emergencies, or to otherwise designate how employees will be notified or how to receive updated information.

- c. During periods of inclement weather, emergency or natural disaster, employees may be assigned emergency services work schedules other than their normal work assignments, and/or may be assigned to perform duties other than their regular duties.
- d. If due to inclement weather, emergency or natural disaster, the City determines either to send employees home before the conclusion of their workday or not to have employees come to work, the employees will be notified as soon as feasible, and employees will be paid their normal rate of pay for their regularly scheduled hours for that day.
- e. Employees who are required to perform essential services when City Hall is otherwise closed will receive overtime at the rate of time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. Employees may request compensatory time in lieu of overtime. Department Directors will identify essential non-exempt employees.

7.1.10 Nothing in this Article 7.1 and Subsections is to avoid overtime after forty (40) hours in a week.

7.2 Vacation Scheduling:

As a public service enterprise, the City requires a predictable vacation scheduling process and must retain the ability to cancel a scheduled vacation when necessary to meet its public service obligations. All vacation leave shall be taken at a time mutually agreeable between the Employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create a negative impact, in the opinion of the City, on accomplishment of work. In the event the City would cancel an Employee’s vacation the Employee may claim reimbursement for the nonrefundable portion of prepaid vacation arrangements.

7.2.1 Full-time regular Employees will accrue paid vacation time on a monthly basis. The present rate is set forth below.

| Years of Employment | Monthly Accrual | Vacation Hours Earned | Maximum Accrual of Hours Earned |
|--|------------------------|------------------------------|--|
| 0 – 5 years of service (1 st month through month 60) | 8 | 96 hours/year | 192 hours |
| 6 – 10 years of service (month 61 through month 120) | 10 | 120 hours/year | 240 hours |
| 11 – 15 years of service (month 121 through month 180) | 13.33 | 159.96 hours/year | 319.92 hours |
| 16 – 20 years of service (month 181 through month 240) | 15 | 180 hours/year | 360 hours |
| 21+ years of service (month 241 and beyond) | 16.66 | 199.92 hours/year | 399.84 hours |

- 7.2.2** Part-time Employees who work twenty (20) hours or more per week are eligible to accrue paid vacation on a pro rata basis on their percentage of full-time employment. For example, a part-time Employee who regularly works seventy-five percent (75%) of a full-time schedule will accrue vacation hours equal to seventy-five percent (75%) of what a full-time Employee would earn. Full-time Employees who are on a temporary schedule change to Part-time for more than one half (1/2) month will have their vacation accruals adjusted to their part-time percentage. Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (1/2) a month, the Employee will not be eligible to accrue vacation leave. Part-time Employees working less than twenty (20) hours per week and temporary Employees do not receive paid vacation.
- 7.2.3** Vacation requests by Employees should be made at least thirty (30) calendar days but no less than seven (7) calendar days in advance. The Supervisor or designee shall respond to the employee request within three (3) business days. No such request shall be unreasonably denied.
- a.** Requests made by an Employee to a granting Supervisor less than seven (7) calendar days in advance of the requested time off may be granted at the discretion of the City.
- 7.2.4** Vacation time off when granted shall be on a “first come first served” basis however, when two (2) or more Employee(s) are requesting the same days off the senior Employee(s) will be granted the time off they request unless such time off would interfere with the operations of the City or create an adverse impact on City work.
- 7.2.5** Regular full-time Marina Employees may be approved for vacation on a limited basis if staffing is available, during the summer holidays and boating season (Memorial Day through Labor Day).
- 7.2.6** Employees may accrue no more than the maximum accrual, according to their years of employment, as set forth in 7.2.1. Employees whose vacation balance exceeds the maximum accrual will cease earning vacation benefits until the vacation balance falls below the maximum accrual. In extraordinary circumstances, the Mayor may grant approval for an Employee to carry over the excess accrual. Request for carryover must be pre-approved in writing.
- 7.2.7** It is agreed that in the administration of the forgoing the Employees are responsible for managing their vacation requests and accruals.

7.3 Holidays:

The City of Oak Harbor provides paid time off for thirteen (13) holidays per year for regular full-time Employees and part-time Employees regularly scheduled to work twenty (20) hours or more per week.

- a.** The holidays observed at the time this CBA was adopted by the City are:

| | |
|------------------------------------|--------------------------------------|
| New Year's Day | January 1 st |
| Martin Luther King, Jr.'s Birthday | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 th |
| Independence Day | July 4 th |
| Labor Day | 1 st Monday in September |
| Veteran's Day | November 11 th |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | 4 th Friday in November |
| Christmas Day | December 25 th |
| Two (2) Floating Holidays | See below |

7.3.1 Eligibility and Pay: In order to be eligible for a holiday, an Employee must be in a paid status on the regular workdays immediately preceding and immediately following the scheduled holiday. Full-time regular Employees will receive holiday pay equivalent to their regularly scheduled hours for the holiday (unless an alternative approach is established in a written agreement regarding an alternative work schedule). Part-time regular Employees who are regularly scheduled to work twenty (20) hours or more per week will receive holiday pay on a pro-rated basis.

7.3.2 Employees scheduled to work on any of the holidays referenced in Section 7.3 shall be compensated at the Employee's "time-and-one-half (1½) rate of pay for all hours worked on the holiday; plus, the Employee shall receive holiday pay equivalent to their regularly scheduled hours or may choose to float the holiday.

7.3.3 Floating Holidays: A floating holiday will be chosen by mutual agreement of an Employee and his/her Supervisor. A floating holiday must be taken in the same calendar year it is earned. At the end of the year unused floating holiday hours are forfeited, with the exception of an Employee who requested a floating holiday and the request was denied. Unused floating holidays cannot be cashed out at termination.

- a.** A new employee hired between January 1st and September 30th of the calendar year will be eligible to use floating holidays after their first (1st) day of employment. A new employee hired on October 1st or after of the calendar year will not be eligible for any floating holidays until January 1st of the new calendar year.

7.3.4 The City recognizes some Employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the City's regular holiday schedule. Employees may use their accrued leave, excluding sick, or leave without pay for such occasions.

7.3.5 Should City Hall elect to release employees from work for any hours of the workday in recognition of a holiday not noted in 7.3 above, the employees covered by this agreement who are required to perform essential services shall receive compensation at the rate of

time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. Department Directors will identify essential non-exempt employees.

7.4 Overtime:

Overtime shall be paid at the appropriate rate for all hours worked beyond the employee's regularly scheduled workday. In accordance with State and Federal Law, the City pays Employees who have a non-exempt status (that is, who are eligible for overtime pay) overtime for all hours worked in excess of forty (40) hours during the workweek. Paid time off is not included as hours worked for overtime pay calculations. Non-exempt status is determined by legal standards based on the tasks and responsibilities associated with a job. Each Employee will be informed of their status at the time of hire. Questions about exempt or non-exempt status should be referred to Human Resources.

7.4.1 The Director or designee may schedule overtime or extra shifts, as needed. Employees are not permitted to work overtime without prior approval of their Department Director. In extraordinary circumstances justified by unforeseen conditions, an Employee may work overtime without prior approval, so long as the Department Director or designee approves the overtime in writing no later than end of business the next business day.

7.4.2 For purposes of this Agreement the term "overtime" shall mean time-and-one-half (1½) the Employee's straight time rate.

7.5 Standby Duty:

The City requires one (1) employee to be on Standby duty or the "on-call" schedule every day of the year as follows:

Water: One (1) employee for water system operations and emergencies.

Clean Water Facility: One (1) employee for water treatment plant.

Operations: One (1) employee for operations and emergencies involving City transportation system (Streets), City parks, and storm system.

Employees to be on standby during non-working hours and to respond to emergency call-outs after normal working hours the Employer shall post a monthly schedule (calendar) of all qualified Division Employees, in rotation, for such standby duty with such modifications to the schedule as needed consistent with this Article 7.5.

- a.** To the extent the Employer may be able to do so, standby assignments shall be equally allocated to all qualified Employees within the Division. This provision shall not preclude alternative rotation methods agreeable to all such qualified Employees and Management.
- b.** Employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City equipment assigned to them that allow them to be reached, and can respond on site within forty-five (45) minutes.

- c. Employees may trade assigned standby shifts with other qualified employees. Such trades shall not be for less than a complete standby shift, (i.e. each weekday or a full weekend day) and shall be documented on the work schedule at least three (3) days in advance of any trade. Standby shift trades with less than three (3) days' notice shall be accompanied by an email to the Department Head when possible.
- d. In the event of a needed accommodation, personal illness, or injury precludes an employee from serving their standby tour of duty, the employee must notify the department head or designee as soon as possible to ensure the City's ability to respond to emergencies or calls is properly addressed. The City will be responsible for re-assigning the standby tour of duty.
- e. The hours spent "on-call" are not considered hours worked.
- f. Employees serving a standby tour of duty shall be paid three dollars and twenty-five cents (\$3.25) per hour per weekday or per weekend day of standby assignment which amount is not a part of the regular wage rate.
- g. At management discretion, employees who are performing standby duty may take a City vehicle home during non-working hours. The vehicle shall be assigned by the Employer for this purpose. City vehicle usage is for official City business only and must adhere to all City vehicle use policies established by the City.

7.6 Attendance and Punctuality:

Excessive tardiness and poor attendance disrupt workflow and customer service and will not be tolerated. Employees are expected to report for work punctually and to work all hours scheduled by their Supervisors including necessary overtime.

7.6.1 The parties recognize that Employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the Employee may be required to provide to the Employer a medical provider's note, in a form acceptable to the Employer, assuring the Employer of the Employee's fitness to perform the specific duties of his or her job or such light duty alternative as may be offered by the Employer before returning to work after an injury or illness.

7.6.2 An absence is considered to be unauthorized if the Employee has not followed proper notification procedures, or the absence has not been pre-approved. Failure to notify the Employer properly of any absence may result in loss of compensation for the absence and may be grounds for disciplinary action.

- a. Employees unable to report to work on time should notify their Supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the Employee's usual starting time. Non-exempt Employees who are delayed in reporting for work more than thirty (30) minutes and who have not notified the Division Manager or the Department Director of their expected tardiness may lose the right to work the balance of the workday and such time off shall be without pay except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

- 7.6.3 Employees must report to the Division Manager or the Department Director after being late or absent and provide an explanation of the circumstances surrounding the tardiness or absence and, when applicable, comply with Article 7.6.1.
- 7.6.4 Employees who are scheduled by the Employer away from the premises for business reasons should inform their Division Manager or Department Director of their whereabouts during working hours.
- 7.6.5 Employees who report for work without proper equipment or in inappropriate attire may not be permitted to work as outlined in Article 7.6.1.
- 7.6.6 An Employee who reports for work in a condition unfit to work, for illness, injury or any other reason, will not be allowed to work and shall not be paid for resulting lost time except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

7.7 Call-Back Pay:

Employees will be granted a minimum of two (2) hours "call-back pay" for call-back work, i.e., irregular or occasional overtime work performed by an Employee on a day when no work is scheduled, or at a time that requires the Employee to return to work from an off-duty status. In calling back Employees, the City will post an annual signup list so that interested Employees may make their interest known. The City will consider an Employee's seniority along with other factors when assigning callback work from the signup list (if there is an active list) or otherwise.

7.7.1 Consistent with Article 7.6 the order of call back for Employees who are not on City approved leave will be as follows.

1. Employee who is on stand-by duty in those Divisions that have regular stand-by positions.
2. The classification of Employees within the division that normally performs the work and who have signed the signup list shall be offered the call back work; then,
3. If additional Employees are needed for the call back, the work will be offered to the remainder of the Bargaining Unit on the basis of best able to perform the available work then by seniority of those deemed best able to perform the work.

7.7.2 If at any time the City determines it lacks sufficient workers to accomplish the task to be performed on a callback after following the above the City may call any Employee it deems needed and such Employee, subject to availability, shall promptly report for the callback assignment.

7.8 Special Event Scheduling: If an employee is scheduled to work as a part of a special event, the employee is entitled to a minimum of two (2) hours compensation at the appropriate rate of pay. In the event the employee is required to return to work a second time on the same day, the compensation shall be either the two (2) hour minimum, or actual time worked, whichever is greater.

7.9 Compensatory Time Off: In lieu of overtime pay, full-time non-exempt Employees may request to receive compensatory time off (comp time) in lieu of overtime, at the same rate that the overtime hours are due (usually one and one half (1.5) times hours worked). The maximum amount of compensatory time that an Employee may accrue is one hundred-sixty (160) hours.

Once an Employee has reached that accrual level, overtime compensation will be paid for any overtime hours worked.

- 7.9.1** Employee election of comp time in lieu of overtime is with the following understanding:
- a. Comp time generally cannot be carried over and must be used in the calendar year in which it was earned.
 - b. Except as provided below comp time still on the books at the end of the calendar year will be paid and the accrual reset to zero (0) as of January 1 of the following year.
 - c. Employees may request to carryover comp time if the Employee has a scheduled and approved leave for which the Employee has no other accrued leave (sick or vacation) to cover the scheduled absence in the following year.
 - d. Comp time must be used before vacation leave and leave without pay (or be converted to cash overtime).

7.10 Meal and Break Periods:

Full-time Employees are allowed an unpaid meal period which must be taken between two (2) and five (5) hours after the start of the work shift. Meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, as assigned by the Department Director. Part-time Employees scheduled to work more than five (5) consecutive hours during any workday will receive a meal period of the same duration as full-time Employees in their department. Meal period duration may be changed upon notice up to the commencement of the meal period due to unforeseen or emergent situations in order to efficiently address City service.

- a. If during the course of an employee's unpaid lunch period, the employee is required to respond in order to assist the City in continued workflow, the employee may contact his or her supervisor to provide notice of the amount of time they were disrupted. Time spent assisting the City during an employee's unpaid meal period shall be considered time worked and shall not be counted toward the unpaid meal period.

7.10.1 Employees required to work more than ten (10) hours in any workday will be allowed a second meal period no later than six (6) hours after returning from their first meal period.

7.10.2 Non-exempt Employees are entitled to a paid fifteen (15) minute break for every four (4) hours of working time usually taken between the second (2nd) and third (3rd) hour of each work period. The Director or designee shall schedule time for non-exempt Employee's break periods on a case-by-case basis as necessary to efficiently address City services. Where the nature of the work allows Employees to take intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours, scheduled rest periods are not required.

7.10.3 Time spent on breaks will be compensated as work time.

7.10.4 Employees are required to take their breaks and are not permitted to use break time to lengthen their meal period or shorten their workday.

ARTICLE 8 – WAGES & POSITIONS

8.1 Positions:

Employee Positions covered by this Agreement are attached as Appendix A and a part hereof by this reference.

8.2 Wages:

The wage table for Bargaining Unit Employees is attached as Appendix A and is a part hereof by this reference.

- a. Effective January 1, 2024, the base monthly wages shall be increased by three percent (3%) cost of living adjustment (COLA) and a two percent (2%) market adjustment.
- b. Effective January 1, 2025, the base monthly wages shall be increased by two and a half percent (2.5%) cost of living adjustment (COLA).

8.2.1 During the life of this agreement for the years 2024-2025, should the City provide a greater cost of living increase to non-represented employees above the two and a half percent (2.5%) negotiated in this agreement, the same shall be applied to the base monthly wages of each step and range in this agreement and shall be paid beginning on the same month as provided to non-represented employees.

8.3 Longevity:

Longevity pay shall be administered, using the following scale, and is to be added to the employee’s base monthly salary after completion of five (5) consecutive years of employment with the City, from most recent date of hire or rehire, and shall increase at the rate of five dollars (\$5.00) per month for every consecutive year worked to a maximum of one hundred fifty dollars (\$150.00) per month at thirty (30) years of employment.

8.3.1 Upon completion of the fifth (5th) year of employment, an employee shall receive twenty-five dollars (\$25.00) per month.

8.3.2 Upon the anniversary date of each consecutive year of employment, the employee shall receive an additional five dollars (\$5.00) per month to a maximum of one hundred fifty dollars (\$150.00) at thirty (30) years of employment.

| After complete years of employment | Amount per month | After complete years of employment | Amount per month |
|------------------------------------|------------------|------------------------------------|------------------|
| 5 | \$25.00 | 18 | \$90.00 |
| 6 | \$30.00 | 19 | \$95.00 |
| 7 | \$35.00 | 20 | \$100.00 |
| 8 | \$40.00 | 21 | \$105.00 |
| 9 | \$45.00 | 22 | \$110.00 |
| 10 | \$50.00 | 23 | \$115.00 |
| 11 | \$55.00 | 24 | \$120.00 |
| 12 | \$60.00 | 25 | \$125.00 |
| 13 | \$65.00 | 26 | \$130.00 |

| | | | |
|----|---------|----|----------|
| 14 | \$70.00 | 27 | \$135.00 |
| 15 | \$75.00 | 28 | \$140.00 |
| 16 | \$80.00 | 29 | \$145.00 |
| 17 | \$85.00 | 30 | \$150.00 |

8.3.3 Longevity pay adjustments shall become effective the first of the month, coinciding with or following the employee’s anniversary date of employment.

8.3.4 Anniversary Date:

- a. An employee’s anniversary date is the first of that month if their hire, promotion, or transfer date is between the 1st and 15th of the month.
- b. An employee’s anniversary date is the first of the following month if their hire, promotion, or transfer date is between the 16th and/or the last day of the month.

ARTICLE 9 – EMPLOYEE BENEFITS

9.1 Health and Welfare Benefits:

Eligibility and continued Employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

9.2 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the Bargaining Unit and their enrolled dependents shall be consistent with the provisions of this Article and Section.

9.3 The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled **Employees** a group medical, dental, and vision plan at no cost to the Employee during the term of this Agreement. In the event of extraordinary increases in group insurance premiums imposed by the group insurance carrier(s), the Employer and Union agree to reopen this Article for renegotiation.

9.4 Employees are entitled to obtain insurance coverage under the City’s health insurance programs for their spouse or domestic partner, as well as any dependents, subject to any cost-sharing and eligibility requirements.

9.5 Employees who want to obtain coverage for a spouse or domestic partner will need to complete an affidavit of marriage or domestic partnership. Employees should contact the Human Resources Department for appropriate forms.

9.6 Benefits Eligibility for Regular Part-time Employees: Employees who work twenty (20) hours per week are eligible for Employee health care coverage, but must pay for spouse, domestic partner and dependent health care coverage. Employees who work thirty-two (32) hours or more but less than forty (40) hours per week on a regular basis are eligible for partial payment of spouse, domestic partner and dependent health care coverage.

- 9.7 The Employer shall pay ninety percent (90%) of the premium amount required to provide eligible enrolled **spouses and dependents** of enrolled Employee covered by this Agreement with group medical and group dental insurance coverage. The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled spouses and dependents of enrolled Employees covered by this Agreement with vision insurance coverage.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- 10.1 **Safety Equipment**: It shall be mandatory that all Employees use at all times all issued safety equipment appropriate for the tasks they are assigned to perform. Employees shall at all times follow safety policies and procedures. Any Employee's violation of safety may result in discipline as determined by the Employer. The Employer shall furnish proper safety devices for all Employees as prescribed by WISHA standards. If an employee works in a safety sensitive position requiring protective eyewear, and the employee wears prescription lenses, the City shall annually reimburse prescription safety eyewear up to four hundred dollars (\$400) per the employee's request.
- 10.2 **Uniforms and Equipment**:
The Employer shall continue to supply such uniforms, personal equipment or other issued items as is needed for each Employee to perform their assignments. The Employer reserves the right to change type, quantity, quality, style, or any other attribute of any item the Employer shall provide to Employees. All items supplied to Employees by the Employer shall be and remain property of the Employer to be returned by the Employee upon request of the Employer.
- 10.3 Employees shall only wear items issued except where no item of a like nature has been issued by the Employer or as has been customarily permitted considering appropriateness of message, cleanliness, state of repair, free of commercial endorsement etc.
- 10.4 Employees may wear shorts issued or approved by the Employer in the performance of their duties when doing so is not a violation of a law, an OSHA standard, L&I rule, or WAC.
- 10.5 Employees shall maintain all items issued to them by the Employer. Any Employer issued item damaged through negligence of the Employee shall be replaced by the Employee at their expense.
- 10.6 The Employer shall replace any issued item as the Employer determines such replacement is needed; however, the City shall continue the maintenance of those items which have historically been maintained by the City.
- a. **Steel Toed Boots/Approved workwear**: The City shall annually provide each Public Works and Parks Employee with up to three hundred dollars (\$300.00) for the reimbursement of steel toed boots, and/or approved workwear in accordance with 10.3 of this agreement. Employees are to submit requests for reimbursement on a timely basis according to City Policy.
- b. **Non-skid, Non-marking Footwear**: The City shall annually provide each Marina Employee with up to three hundred dollars (\$300.00), for the reimbursement of non-skid, non-marking footwear. Employees are to submit requests for reimbursement on a timely basis according to

City Policy.

- c. Commercial Driver's License (CDL) and Various Certification: The City shall continue to pay for and/or reimburse Employees for all CDL related costs and certification costs, as has been practice. Employees shall not be required to use accruals to obtain the CDL physical required under their job description. Employees shall be provided with paid time to obtain the required physical. Each Employee with a CDL or certification is responsible for maintaining and tracking the expiration dates of their certifications. Employees need to submit requests for reimbursement on a timely basis according to City policy.
- d. Work Commitment: The City shall pay for all CDL related costs and certification costs, for Employees to obtain a Commercial Driver License (CDL) class A or B. Should an employee choose to separate from employment with the City before the third anniversary of the Employee's start date from commencement of full-time service subsequent to completion of the period of attainment of the CDL Class A or Class B certification, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).

10.7 Technology:

In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for Employees, the City agrees to give advance notice to the Union when a major technology change is being considered.

- a. In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on Design or Implementation Committee, and may request workers on Labor-Management Implementation Teams.
- b. In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used for lawful purposes.
- c. The City shall provide electronic communication devices for employees working in positions requiring access to phone, email, text messaging, or picture taking technology in the performance of their duties. The City shall pay all fees associated with the City provided electronic communication device and maintains proprietary ownership of the device.
- d. Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

City policy 3.04 shall apply and any discipline arising out of implementation of this article shall be subject to the grievance procedure as outlined in Article 12 of this Agreement.

ARTICLE 11 – DISCIPLINE

- 11.1** The City reserves the management right to discipline, up to and including terminating the service of, any Employee whose performance is not satisfactory.
- 11.2** The City may discipline Employees, up to and including discharge. Employees shall only be suspended without pay or discharged with “just cause”.
- 11.3** It is recognized that Management has a reserved right in Article 4 and in Article 11.1 to effectively manage the enterprise. If Management’s decision to discipline is exercised fairly and reasonably, using the test of “whether a reasonable person taking into account of all relevant facts and circumstances would find sufficient justification in the conduct of the Employee to warrant discipline/discharge”, then such Management decision shall not be disturbed.
- 11.4** Prior to suspending or terminating an Employee, except in situations in which the City determines immediate action is required, the City shall first notify the Employee and the Union, in writing, affording the Employee and/or Union the opportunity to resolve the issue with the City.
- 11.5** Written notification of possible City administered discipline will generally be made within fifteen (15) days from the time Management becomes aware the event giving rise to the possibility of discipline, by hand delivery, personal e-mail with USPS copy or by USPS mail alone, to the Employee and by e-mail or fax, to the Union.
- 11.6** In general, the City recognizes the principle of progressive discipline however such recognition is not an assurance that progressivity will be applicable in all cases.
- 11.7** The Employer agrees that in situations of poor work performance to advise the Employee and the Union regarding Employee performance failures. The Union shall have an opportunity to resolve such performance issues informally prior to the issuance of discipline; however, such Union effort at resolution shall not delay progressive discipline, should progressivity be applicable, when in the judgment of the City discipline should be administered.
- a.** The Employer shall provide a copy of any written record of discipline to the Employee and the Union. All performance related documents shall be retained in an Employee’s personnel file. Employees shall have the ability to add a rebuttal to any record of discipline retained in the Employee’s file.
 - b.** Any complaint about an Employee or Employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected Employee for response and, together with the Employee response, placed in the Employee’s personnel file.
- 11.8** Should any party review the disciplinary decisions made by the City regarding any Employee, pursuant to Article 12 – Grievance Procedure or otherwise, such review shall include the Employee’s entire work history with the City, with both the City and Union, reserving the right to advance arguments regarding the significance and facts of the Employee’s work history.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.1** Purpose: The purpose of this procedure is to provide for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude an Employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.
- 12.2** Definition of Grievances: A grievance is a dispute between the Employer and the Union, on its own or on behalf of an Employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3** Time Limits:
Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the Employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- a. The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the Employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.
 - b. Submissions will be considered timely under this Article if they are received by five (5:00) p.m. on the last day called for under the applicable time limit.
- 12.4** Submission of Grievances and Responses:
All grievances and requests for arbitration must be submitted to the Employer’s Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union’s business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).
- a. Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.
 - b. Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.
- 12.5** Grievances shall include the following:
- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
 - b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
 - c. the remedy sought.
- 12.6** Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

12.7 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

12.8 Process:

- a. **Step 1.** The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) working days of the day the Employee(s) or the Union know or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) working days after receipt.
- b. **Step 2.** Should Step 1 fail to resolve the grievance, within ten (10) working days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for his or her consideration. The City Administrator will respond in writing to the grievance within ten (10) working days after receipt of the Step 2 grievance.
- c. **Step 3.** Should Step 2 fail to resolve the grievance, the Union may submit a written demand to arbitrate the grievance within ten (10) working days after its receipt of the City Administrators Step 2 response.

12.9 Arbitration.

Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

12.10 Authority. The Arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement.
- b. will be limited to his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it.

12.11 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, FMCS, or other mutually agreed source unless the parties agree otherwise in writing.

12.12 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the Employee(s).

12.13 Arbitration Costs.

- a. The expenses and fees of the arbitration and the cost (if any) of the hearing room will be shared equally between the Parties. If one Party chooses to use a court reporter, the requesting Party shall bear the costs associated with the court reporter. The other Party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
- b. If the arbitration hearing is postponed or canceled because of one (1) Party, that Party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the Parties.
- c. Each Party is responsible for the costs of its Staff Representatives, Attorneys, Witnesses and all other costs related to the development and presentation of its grievance.

ARTICLE 13 – UNION LEAVE

13.1 Union Leave:

- a. The City shall grant time off to Employees requested by the Union as provided herein, without pay or benefits and without loss of seniority or City time-in-service, to any Employee designated by the Union, to attend a labor convention, seminar or training or to serve in any capacity on other official business.
- b. Prior to granting any Union Leave, the Union shall provide to the City no less than fourteen (14) calendar days written notice requesting the Leave be granted and specifying the Employee affected, the length of time off and the specific reason for the time off. An Employee(s) accepting an assignment with/for the Union may be granted a leave of absence, pursuant to this Article, for up to fourteen (14) days which may be extended to ninety (90) days by agreement with the City.
- c. The City shall not be required by this Article 13, to grant leave to any Employee where such absence by the Employee would tend to interfere with the efficient conduct of the City's business.

ARTICLE 14 – SICK LEAVE/COMPASSIONATE LEAVE

- 14.1** Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for Employee sick leave. Sick leave may be used for any purpose in accordance with the law.
- 14.2** All Employees shall be required to perform the essential duties of their position with or without a reasonable accommodation. The City shall be entitled to request medical or other documentation to verify the appropriate use of sick leave as well as any requested accommodation. Verification will typically be required when an Employee is absent for more than three (3) consecutive days. Verification requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.
- 14.3** Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than half (½) a month, the Employee will have their sick leave

accrual adjusted to their part-time percentage, but in no instance shall sick leave accrual be less than the mandated accrual as determined by state law.

14.4 Compassionate Leave: An Employee shall be granted a paid leave of absence, as outlined in the City of Oak Harbor Employee Policy Manual.

14.5 Washington State Paid Family and Medical Leave: Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the city and the employee pursuant to the premium rates established by RCW 50A.04.115.

ARTICLE 15 – NON-DISCRIMINATION

15.1 In accordance with applicable Law, neither the City nor the Union shall discriminate against any Employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, pregnancy, marital status, sexual orientation, disability (as defined by ADA), military status, Union membership or any other characteristic protected by Law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate Federal or State agency or court. The Union recognizes the City is an Equal Opportunity Employer.

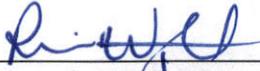
ARTICLE 16 – SEPARABILITY AND SAVINGS

16.1 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 17 – TERM OF AGREEMENT

- 17.1 This Agreement shall become effective on the date of ratification, retroactive wherever specifically indicated herein, and shall remain in full force and effect until and through December 31, 2025. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2025. In the event of written notice of a desire to change or modify the Agreement by either or both Parties, the wages, hours and conditions herein shall be modified only as permitted by Law and negotiations shall commence without undue delay after receipt of such notice.
- 17.2 Should the City determine there is economic justification; the City may open this Agreement by giving notice to and meeting with the Union. The City shall provide the Union with the information supporting the City’s determination. The City and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

Signed this 21st day of January, 2024.

BY:  1.21.24
Ronnie Wright, Mayor
City of Oak Harbor

BY:  1-19-24
Rich Ewing, Secretary-Treasurer
Teamsters Union Local 231

Appendix A – Wages and Classifications

City of Oak Harbor
Salary Structure
Teamsters Marina, Parks, and Public Works

Effective **1/1/2024**

COLA = 1.0500 Step = 1.03
 With a 5.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3% 3%

| Classifications | Salary Range | Proficiency Level | | | | | | | | | |
|--|--------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I | TA | 4,240 24.46 | 4,366 25.19 | 4,496 25.94 | 4,630 26.71 | 4,769 27.51 | 4,914 28.35 | 5,061 29.20 | 5,210 30.06 | 5,367 30.96 | 5,528 31.89 |
| Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT) | TB | 4,321 24.93 | 4,452 25.68 | 4,584 26.45 | 4,721 27.24 | 4,862 28.05 | 5,008 28.89 | 5,160 29.77 | 5,314 30.66 | 5,473 31.58 | 5,638 32.52 |
| Marina Maintenance Attendant III Marina Operations Specialist III | TC | 4,496 25.94 | 4,630 26.71 | 4,769 27.51 | 4,914 28.35 | 5,061 29.20 | 5,210 30.06 | 5,367 30.97 | 5,529 31.90 | 5,695 32.86 | 5,866 33.84 |
| Administrative Assistant - Engineering | TD | 4,675 26.97 | 4,816 27.78 | 4,962 28.63 | 5,110 29.48 | 5,262 30.36 | 5,420 31.27 | 5,584 32.21 | 5,751 33.18 | 5,923 34.17 | 6,101 35.20 |
| WWTP Operator I | TE | 4,721 27.24 | 4,862 28.05 | 5,008 28.89 | 5,160 29.77 | 5,314 30.66 | 5,471 31.56 | 5,636 32.52 | 5,806 33.50 | 5,981 34.50 | 6,160 35.54 |
| Facility Utility Maintenance Parks Specialist II Solid Waste Collector II | TF | 4,962 28.63 | 5,110 29.48 | 5,262 30.36 | 5,420 31.27 | 5,584 32.21 | 5,751 33.18 | 5,923 34.17 | 6,102 35.20 | 6,285 36.26 | 6,473 37.35 |
| Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III | TG | 5,110 29.48 | 5,262 30.36 | 5,420 31.27 | 5,584 32.21 | 5,751 33.18 | 5,923 34.17 | 6,102 35.20 | 6,281 36.24 | 6,470 37.32 | 6,664 38.44 |
| Water Quality Specialist WWTP Operator II | TH | 5,315 30.66 | 5,471 31.56 | 5,637 32.52 | 5,806 33.50 | 5,981 34.51 | 6,160 35.54 | 6,346 36.61 | 6,533 37.69 | 6,729 38.82 | 6,931 39.99 |
| Engineer Technician Water Specialist III | TI | 5,367 30.97 | 5,529 31.90 | 5,695 32.86 | 5,866 33.84 | 6,042 34.86 | 6,221 35.89 | 6,408 36.97 | 6,601 38.08 | 6,799 39.22 | 7,003 40.40 |
| Diesel Mechanic SD/WW Compliance Inspector/Educator | TJ | 5,420 31.27 | 5,584 32.21 | 5,751 33.18 | 5,923 34.17 | 6,102 35.20 | 6,281 36.24 | 6,471 37.33 | 6,666 38.46 | 6,866 39.61 | 7,071 40.80 |
| WWTP Laboratory Technician | TK | 5,471 31.56 | 5,636 32.52 | 5,828 33.62 | 5,980 34.50 | 6,159 35.53 | 6,345 36.60 | 6,532 37.68 | 6,728 38.82 | 6,930 39.98 | 7,138 41.18 |
| Construction Inspector Senior Engineering Technician Lab Chemist | TL | 5,751 33.18 | 5,923 34.17 | 6,102 35.20 | 6,281 36.24 | 6,471 37.33 | 6,666 38.46 | 6,865 39.61 | 7,071 40.80 | 7,283 42.02 | 7,502 43.28 |
| WWTP Operator III | TM | 5,923 34.17 | 6,101 35.20 | 6,285 36.26 | 6,470 37.32 | 6,665 38.45 | 6,866 39.61 | 7,071 40.79 | 7,283 42.02 | 7,502 43.28 | 7,727 44.58 |
| | TN | 6,101 35.20 | 6,284 36.25 | 6,473 37.35 | 6,664 38.44 | 6,865 39.60 | 7,071 40.80 | 7,283 42.02 | 7,502 43.28 | 7,727 44.58 | 7,959 45.92 |
| Maintenance Foreman Operations Foreman | TO | 6,284 36.25 | 6,473 37.34 | 6,668 38.47 | 6,864 39.60 | 7,071 40.79 | 7,284 42.02 | 7,502 43.28 | 7,727 44.58 | 7,959 45.92 | 8,197 47.29 |

City of Oak Harbor
Salary Structure
Teamsters Marina, Parks, and Public Works

Effective **1/1/2025**

COLA = 1.0250 Step = 1.03
 With a 2.50% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3%

| Classifications | Salary Range | Proficiency Level | | | | | | | | | |
|--|--------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I | TA | 4,346 25.07 | 4,475 25.82 | 4,608 26.59 | 4,746 27.38 | 4,888 28.20 | 5,037 29.06 | 5,188 29.93 | 5,341 30.81 | 5,501 31.74 | 5,666 32.69 |
| Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT) | TB | 4,429 25.55 | 4,563 26.32 | 4,699 27.11 | 4,839 27.92 | 4,983 28.75 | 5,133 29.61 | 5,289 30.51 | 5,447 31.42 | 5,610 32.37 | 5,779 33.34 |
| Marina Maintenance Attendant III Marina Operations Specialist III | TC | 4,608 26.59 | 4,746 27.38 | 4,888 28.20 | 5,037 29.06 | 5,188 29.93 | 5,341 30.81 | 5,502 31.74 | 5,667 32.70 | 5,837 33.68 | 6,012 34.69 |
| Administrative Assistant - Engineering | TD | 4,792 27.65 | 4,936 28.48 | 5,086 29.34 | 5,238 30.22 | 5,393 31.11 | 5,555 32.05 | 5,723 33.02 | 5,895 34.01 | 6,071 35.03 | 6,253 36.08 |
| WWTP Operator I | TE | 4,839 27.92 | 4,983 28.75 | 5,133 29.61 | 5,289 30.51 | 5,447 31.42 | 5,608 32.35 | 5,777 33.33 | 5,952 34.34 | 6,130 35.37 | 6,314 36.43 |
| Facility Utility Maintenance Parks Specialist II Solid Waste Collector II | TF | 5,086 29.34 | 5,238 30.22 | 5,393 31.11 | 5,555 32.05 | 5,723 33.02 | 5,895 34.01 | 6,072 35.03 | 6,254 36.08 | 6,442 37.16 | 6,635 38.28 |
| Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III | TG | 5,238 30.22 | 5,393 31.11 | 5,555 32.05 | 5,723 33.02 | 5,895 34.01 | 6,072 35.03 | 6,254 36.08 | 6,438 37.14 | 6,631 38.26 | 6,830 39.41 |
| Water Quality Specialist WWTP Operator II | TH | 5,448 31.43 | 5,608 32.35 | 5,778 33.33 | 5,952 34.34 | 6,131 35.37 | 6,314 36.43 | 6,504 37.53 | 6,696 38.63 | 6,897 39.79 | 7,104 40.99 |
| Engineer Technician Water Specialist III | TI | 5,502 31.74 | 5,667 32.70 | 5,837 33.68 | 6,012 34.69 | 6,193 35.73 | 6,376 36.79 | 6,568 37.89 | 6,766 39.03 | 6,969 40.21 | 7,178 41.41 |
| Diesel Mechanic SD/WW Compliance Inspector/Educator | TJ | 5,555 32.05 | 5,723 33.02 | 5,895 34.01 | 6,072 35.03 | 6,254 36.08 | 6,438 37.14 | 6,632 38.26 | 6,832 39.42 | 7,037 40.60 | 7,248 41.82 |
| WWTP Laboratory Technician | TK | 5,608 32.35 | 5,777 33.33 | 5,973 34.46 | 6,130 35.36 | 6,313 36.42 | 6,503 37.52 | 6,695 38.63 | 6,896 39.79 | 7,103 40.98 | 7,316 42.21 |
| Construction Inspector Senior Engineering Technician Lab Chemist | TL | 5,895 34.01 | 6,072 35.03 | 6,254 36.08 | 6,438 37.14 | 6,632 38.26 | 6,832 39.42 | 7,037 40.60 | 7,248 41.81 | 7,465 43.07 | 7,689 44.36 |
| WWTP Operator III | TM | 6,071 35.03 | 6,254 36.08 | 6,442 37.16 | 6,631 38.26 | 6,831 39.41 | 7,037 40.60 | 7,248 41.81 | 7,465 43.07 | 7,689 44.36 | 7,920 45.69 |
| | TN | 6,253 36.08 | 6,441 37.16 | 6,635 38.28 | 6,830 39.41 | 7,036 40.59 | 7,248 41.82 | 7,465 43.07 | 7,689 44.36 | 7,920 45.69 | 8,158 47.06 |
| Maintenance Foreman Operations Foreman | TO | 6,441 37.16 | 6,635 38.28 | 6,834 39.43 | 7,035 40.59 | 7,247 41.81 | 7,466 43.07 | 7,689 44.36 | 7,920 45.69 | 8,158 47.06 | 8,402 48.47 |