

Collective Bargaining Agreement

By and Between

City of Othello



And

International Union of Operating Engineers

Local #280



For the Period

January 1, 2017 to December 31, 2019

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PREAMBLE

This Agreement is between the City of Othello, Washington (hereinafter called the "Employer") and Local No. 280, International Union of Operating Engineers, (hereinafter called the "Union") for the purpose of setting forth the mutual understanding as to terms and conditions of employment for those employees. (State of Washington Case #2145-E-79-410, D #709-PECB, dated September 13, 1979).

ARTICLE I – RECOGNITION

1.1 The City of Othello recognizes the Union as the sole and exclusive bargaining agent for the City of Othello Public Works / Parks employees, including all full time and regular part time employees of the City, excluding supervisory employees, clerical employees, confidential employees, seasonal/casual and uniformed employees of the City.

1.2 Benefits described in this agreement shall apply to those employees designated herein. All employees shall be subject to being selected to perform overtime work. The conditions set forth in this contract are intended to apply to regular full-time employees and those regular part-time employees who qualify by definition. When qualified, regular part-time employee benefits shall be calculated on a standard pro-rata basis. Temporary employees shall not work overtime except in instances where regular full time employees are not available, have declined the overtime, or are working overtime.

1.3 The Union shall provide the Employer a list of Union Stewards and maintain such list in a current status.

ARTICLE 2 -- DEFINITIONS

- A. Regular Full-time Employee: An employee who has completed his/her probationary period and who regularly works a minimum of thirty-five (35) hours a week on a continuing basis.
- B. Regular Part-time Employee: An employee who works less than thirty-five (35) hours but at least twenty (20) hours a week on a continuing basis and is/is not eligible for pro-rated City benefits.
- C. Temporary Employees: Temporary employees are defined as those employees who hold jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits.

ARTICLE 3 - NON-DISCRIMINATION

3.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical handicap, HIV/AIDS/hepatitus C status, or sexual orientation.

3.2 Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

3.3 No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union as long as those activities do not interfere with the normal work process of the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality service, efficiency and economy. The Union further recognizes the right of the Employer to operate and manage its operations, including but not limited to, required standards of performance to maintain order and efficiency; to direct employees and determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be at exercised so as to violate any of the specific provisions of this agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. The Employer on a unilateral basis in accordance with such policies shall administer all matters not covered by the language of this Agreement and procedures as it from time to time shall determine.

ARTICLE 5 - UNION MEMBERSHIP

5.1 All full-time regular employees hired after the effective date of this agreement shall become members of the Union within thirty (30) days following the signing of this agreement and shall remain members in good standing during the life of this Agreement as a condition of continued employment. Regular part-time employees who qualify by definition, shall, as a condition of continued employment, pay a representation fee equivalent to monthly union dues to the Union following thirty- (30) days of employment.

5.2 The Employer shall discharge non-complying employees upon receipt of a written certification of non-compliance and request to institute termination proceedings from the Union's Business Manager. Any such termination shall follow city policy as to due process and opportunity to be heard. Additionally, Article 19, (Grievance Procedure) shall not be applicable to personnel action implemented pursuant to this provision.

5.3 The right of non-association for religious belief, as provided in Chapter 41.56 RCW, shall be afforded to all bargaining unit employees.

5.4 The Union agrees to defend at its own expense and hold the Employer harmless in the administration of Article 5.

5.5 The Employer shall notify the Union of any changes to the bargaining unit to include notice of new hires and terminations.

5.6 The Employer agrees to deduct from the paycheck of each employee covered by this agreement who has so authorized it by signed notice submitted to the Employer, the initiation fee, and regular monthly dues or representation fee. The Employer shall transmit such fees to the Union once each month on behalf of the employees involved.

5.7 The Union shall provide at least thirty (30) calendar days written notice in advance of a change in either initiation fee or dues.

5.8 Employees who authorize deduction of dues may cancel this authorization once annually on the anniversary date of the contract, or at the expiration of the agreement, upon forty-five (45) days written notice to the Employer and the Union.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 The normal work week for full-time employees shall be five (5) consecutive days of eight (8) hours of work within any seven (7) consecutive 24-hour periods, exclusive of the meal period. The normal work week is Monday through Friday. In emergency situations, an alternate schedule may prevail.

6.2 Overtime: All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week shall be considered overtime and shall be at one and one-half (1 ½) times the employee's regular hourly rate of pay. Both parties agree that in order to comply with the applicable provisions of the Fair Labor Standards Act as legally required, this Agreement shall be modified to permit Employer compliance throughout the term of this Agreement, without penalty to the Employer. Overtime assignments requiring specific job knowledge, training or skills shall be assigned to the most senior qualified person.

6.3 Call-Out: Call Outs may arise because of scheduled events or emergencies. The occurrence of an emergency shall be determined by the City. Response to Call Out is mandatory. Call Out for scheduled events and emergencies will be offered first to the most senior qualified employee and follow the line of seniority. When needed, the least senior qualified employee shall be required to respond.

Employees called back to work by a designated supervisor shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular hourly rate of pay. Any time worked in excess of two (2) hours on such callback shall be paid for at one and one-half (1 ½) times the regular hourly rate of pay for actual hours worked. This section applies only when such callback results in hours worked which are not annexed consecutively to the beginning or ending of the employee's workday. (See 5.2 above).

Callback does not apply to weekend duty as set forth below.

6.4 When a shift is adjusted, whether by employee request or after being directed by the City, to work hours other than normally scheduled shift hours, the first eight (8) hours worked shall be considered regular time. Hours beyond these 8 hours will be considered overtime. Proper notice by the City shall be 24 hours. The employee and the City can mutually agree to less notice.

6.5 Compensatory Time: Compensatory time earned may be granted in lieu of overtime pay. Compensatory time will be accrued at the appropriate overtime rate of pay as identified in this article. Compensatory time taken shall be mutually agreed upon between the Employer and the individual employee. Compensatory time taken must be approved by the supervisor but will not be unduly withheld. Employees can accrue compensatory time up to eighty (80) hours per calendar year. On December 31 of each calendar year any unused Compensatory time shall be cashed out at the appropriate hourly rate.

6.6 There shall be no pyramiding of premium pay.

ARTICLE 7 - SENIORITY - PROBATION - PROMOTION – LAYOFF –JOB OPENING

7.1 Seniority shall mean an employee's continuous length of service from his/her most recent date of hire. Seniority shall not apply to an employee until completion of the required six months (6) probationary period. During this probationary period, employees may be discharged without cause or recourse to the grievance procedure. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from his/her most recent date of hire.

7.2 Seniority shall be given full consideration in promotions, transfers, and layoffs and recalls where such factors as skill, competence and ability are substantially equal. The Employer shall be the judge as to qualifications and competence of its employees. In the event of layoff due to economic conditions, the last qualified person hired shall be the first laid off. The last person laid off shall be the first to be recalled, provided such person is qualified for the open position. A laid off employee shall be notified by certified mail of notice of recall. Should a laid off employee fail to report within five (5) working days from the mailing date of such notice, the employee shall be terminated and the job will be declared open. The provisions of this section shall be subject to the Grievance Procedure.

7.3 Job Opening: Should a position within this bargaining unit be vacated and not eliminated, it will be posted on all Union bulletin boards. Employees who meet the qualifications of the vacant position will be eligible to compete for the position. Applications shall be in writing and shall be submitted to the Employers designee within five (5) working days from date of posting. This procedure will not require the Employer to fill a position with an unqualified person, but the Employer will attempt to select and promote from those employees making application for the open position provided they meet the qualifications.

7.4 The Employer may reclassify an employee who is found to be consistently performing all of the duties of a higher-grade position and whose written performance evaluation justifies the reclassification. Such reclassification shall not be defined as vacating or opening a position and no posting shall be required.

7.5 Seniority shall terminate upon resignation, discharge, retirement, and layoff of more than six (6) months or failure to return from an approved leave of absence.

7.6 It shall be the obligation of an employee to keep the City Clerk notified of a current telephone and/or mailing address.

ARTICLE 8 - UNION REPRESENTATIVE

8.1 The Business Representative of the Union may, after notifying the Department Director or his designee, visit the work location of employees covered by this Agreement for purposes of investigating grievances and shall not interfere with the conduct of business.

8.2 Employee work hours shall not be used by employees or the Business Representative to conduct Union business or the promotion of Union affairs other than stated above.

ARTICLE 9 - WAGES

9.1 Employees covered by this Agreement shall be compensated in accordance with Appendix "A" attached hereto which is part of this Agreement.

9.2 No employee will suffer loss of pay for any time involved in attending Employer required training courses during regular working hours. All tuition fees, books and other required materials for such training shall be borne by the Employer. Failure of any employee to pass

such required course may result in discipline, demotion or ineligibility for promotion. Should such employee repeat the course, the employee shall be required to pay the cost of the course and expenses incidental thereto. Approved training hours and examinations outside the normal workweek shall be considered work hours and eligible for overtime.

9.3 Travel time provisions shall be administered in conformity with the Fair Labor Standards Act.

9.4 If required to travel or take such course on a holiday or a Saturday, provisions shall be administered in conformity with the Fair Labor Standards Act.

9.5 Supervisory_Differential Pay (step up pay) will be governed by City of Othello Personnel Policy.

9.6 Certifications

Employees required by the City to maintain the below listed State licenses or certifications will receive premium pay for each required certification or license held as provided below (CDL and forklift shall be exempt from certification pay).

- A. All employees as a condition of employment shall obtain, within 12 months of the signing of this agreement, and maintain a flagging certification card as well as a first aid card. New employees will obtain such flagging and first aid cards within 12 months of employment. Flagger card and First Aid training will be paid by the City for all members.
- B. Certifications and licenses will be assigned based on need at the discretion of the Public Works Director.
- C. Certifications and licenses eligible for certification pay are as follows:
 - 1. Water Works License \$50 per month
 - 2. Waste Water License \$50 per month
 - 3. Swimming Pool \$50 per month, 6 month assignment
 - 4. Pesticide Application \$50 per month, 6 month assignment
 - 5. Cross Connection Control \$50 per month
 - 6. Flagger \$25 per month
- D. The City will pay for the maintenance cost of the above certifications and licenses.
- E. When a licensed or certified employee is directed to perform duties requiring one of the above licenses or certifications four (4) or more times in a month, and the employee submits documentation demonstrating such within the pay period, the employee will be paid the premium pay for that month.
- F. The City agrees to grandfather Jim Laird for Water Works License premium pay with the condition that level 2 certification be met within 6 months of ratification of this agreement. No other premium pay will be made without assignment by the Public Works Director.

ARTICLE 10 – VACATIONS - SICK LEAVE - HOLIDAYS

10.1 Vacations, sick leave, holidays and any other City of Othello benefit shall be covered by the City Of Othello Personnel Policy. The Union shall be notified of any contemplated changes that effect work conditions, wages, and hours worked. Any change(s) involving mandatory subject(s) of bargaining shall be subject to collective bargaining.

10.2 Holidays Worked: Regular full-time or part-time employees will be paid for the holiday plus one and one-half (1 ½) times their regular rate of pay for any time worked on the holiday.

ARTICLE 11 - CLOTHING

11.1 Clothing: The City shall furnish coveralls to all employees on an as needed basis. The employer shall replace coveralls worn out in the line of duty. Employees shall only wear their coveralls while on duty or when going to or from duty. Lockers will be furnished.

11.2 The employer will provide twelve (12) uniform shirts of any combination of short or long sleeve per year. The total cost per employee shall not exceed two hundred fifty (\$250) dollars per year. The color(s) and logo shall be at the discretion of the City Administrator. The manufacturer and type selected will be mutually agreed upon by both Employer and Union. New employees will receive six (6) shirts upon hiring and the remaining six (6) shirts upon successfully completing six (6) months of employment. Employees will be responsible for the loss or unreasonable damage of this uniform at the City's cost of replacement.

11.3 Unless directed as part of City-authorized work, uniforms shall not be worn in any environment from which minors under the age of 21 are prohibited, regardless of whether the City or the employee purchased the uniform. Alcohol shall not be consumed while wearing a City uniform. All employees are expected and required to report to work on a daily basis wearing the uniform provided by the City of Othello. Uniforms should be clean and neat in appearance, and shall bear the City logo.

11.4 The uniform shirt is designed to identify the Employee as a City employee. Employees are exempt from the uniform requirement upon emergency call out when identification as a City employee is not necessary.

11.5 Rain gear shall be made available from a central pool for employees, who in the opinion of the supervisor require it.

11.6 Boot Allowance: After at least 6 months of employment, and on the January pay cycle, the City shall pay two hundred dollars (\$200) per year for the purchase of boots. Boots worn by employees must meet OSHA and WISHA safety standards.

Upon ratification of this agreement, the City will cash out the remaining boot allowance balance for each employee in their regularly scheduled pay check.

11.7 Inclement Weather Clothing: The City of Othello will provide inclement weather clothing as needed, to consist of insulated coveralls and coats.

ARTICLE 12 - HEALTH AND WELFARE - INSURANCE

12.1 Health and Welfare coverage, to include Medical, Dental, and Vision, shall be provided by the Employer in accordance with the laws of the State of Washington in existence at any given time during the term of this Agreement. This coverage shall include employees and dependents. Employee or dependent benefits shall not be reduced during the life of this Agreement.

12.2 2016 rate \$1,321.40, employee share \$27.70

Effective January 1, 2017 the City agrees to pay \$1,349.10 for Health Care Premiums. For this, and the life of this agreement, any increase will be borne equally by the employer and the bargaining unit member (50% / 50%). This will be calculated as follows:

Increase = (New year monthly combined premium – previous year monthly combined premium).

Employer contribution = previous year monthly combined premium + (Increase * .5)

Employee contribution = (Increase * .5)

12.3 Notwithstanding any other provision of this Agreement, the Employer retains the right to put medical plans out to bid or negotiate changes in, or with carriers for economic reductions in cost, provided benefit structure is maintained at the level established in this agreement.

12.4 The Employer shall have the exclusive right to change carriers and plans to bring the Employer in compliance with the requirements of State and Federal law.

ARTICLE 13 - RETIREMENT

13.1 All eligible employees shall be covered under the Public Employees' Retirement System.

ARTICLE 14 - BULLETIN BOARDS

14.1 A union bulletin board shall be provided by the Employer and located in a mutually satisfactory place for postings by the Union of Union notices of meetings, Union elections and results of Union elections. All other Union notices shall be subject to review and approval of the Department Director before posting.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

15.1 The Employer and the Union, recognizing the advantages of mutual cooperation, hereby agree to establish a joint committee to facilitate labor management relations relative to suggestions and of a general nature affecting the Union and the Employer. The committee shall consist of two (2) duly authorized representatives from the Union and two (2) representatives designated by the Employer.

15.2 This committee will normally meet semi-annually for the purpose of discussing and facilitating the resolution of problems that may arise between the parties. The function of the committee shall be limited to an advisory, rather than a decision-making capacity and shall not consider matters subject to negotiation.

ARTICLE 16 - WORK STOPPAGE

16.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by the Agreement shall not cause or engage in any work stoppages, strike, slowdown or other interference with Employer functions.

16.2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work. In addition, employees who engage in or encourage such functions shall be subject to discipline and discharge.

ARTICLE 17 - ENTIRE AGREEMENT

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

17.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore,

except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 18 - SAVINGS CLAUSE

18.1 If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement of such an Article or Addenda.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 A grievance means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his/her supervisor or Department Head without representation by the Union.

Either the Union or the City may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or City grievances shall enter the procedure at Step 3 and be subject to all applicable time limits, other provisions, and to mediation/arbitration.

Step 1. An employee or a group of employees claiming to have a grievance must present the grievance within ten (10) working days of its alleged occurrence, in writing, to the Union Grievance Committee consisting of one (1) Union Official and one (1) employee of the Othello Public Works and Parks Department. The Union Grievance Committee, upon receiving the written grievance, shall determine if in their opinion a grievance exists. The written statement shall set forth:

- a. The nature of the grievance;
- b. A statement of facts upon which the grievance is based;
- c. The provisions of the Agreement covering the grievance;
- d. A statement of the relief desired.

If in their opinion no grievance exists, no further action is necessary. If in their opinion a grievance does exist, the employee shall present the written grievance to the Public Works Director who shall attempt to resolve it within five (5) working days after it has been presented.

Step 2. If the Employee with the concurrence of the Union Grievance Committee is not satisfied with the solution by the Public Works Director, the grievance may be presented to the City Administrator who shall attempt to resolve it within five (5) working days after it has been presented.

Step 3. If the Employee with concurrence of the Union Grievance Committee is not satisfied with the solution by the City Administrator, the grievance in writing, together with all pertinent materials may be presented to the Mayor by the Employee. The Mayor shall attempt to resolve the grievance within ten (10) working days after it has been presented. The Mayor's decision shall be final.

Management grievances shall be submitted to the Union. Management grievances shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be subject to expedited mediation/arbitration and other provisions in Step 4.

Step 4. If the grievance has not been resolved at Step 3, the Union or Management may refer the dispute to expedited mediation/arbitration as provided below. The Union shall notify the City in writing of submission to expedited mediation/arbitration within five (5) working days after receipt of the Mayor's written response at Step 3.

19.2 PANEL OF STANDING MEDIATOR/ARBITERS

All facts, relevant information and/or documents must be presented at the above referenced Step 3. Failure to do so by either party shall result in such information being excluded from presentation and/or reference to the arbitrator.

The parties agree to timely establish a panel of three (3) standing mediator/arbiters to hear and resolve all contract disputes. If the parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from the Federal Mediation Conciliation Service. The parties shall alternately strike names until three (3) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person will serve. The mediator/arbiters shall thus serve in rotation.

Each party may unilaterally remove a mediator/arbiters at any time as long as there is no dispute pending at the time. Mediator/arbiters panel vacancies shall be filled as in the above paragraph.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbiters shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbiters shall, on the same date of the hearing, provide a "bench award" as a binding settlement of the grievance. In matters involving complex legal issues and/or termination either party may request a formal written award. In such cases the "bench award" shall be waived.

The mediator/arbiters shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The mediator/arbiters shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiters shall be final and binding upon the aggrieved employee, Union and City.

The City and the Union shall share equally the fees and expenses of the mediator/arbiters.

19.3 Either party has the right to have a representative represent them at any step of the grievance procedure.

19.4 The following grievance principle shall govern and be controlling in any and all grievances:

- A. Unless agreed otherwise only one grievance will be heard at a time by an arbitrator.

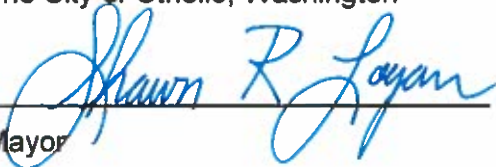
ARTICLE 20 - DURATION OF AGREEMENT

20.1 The terms of this agreement shall be in full force and effect on January 1, 2017 and shall remain in full force and effect through December 31, 2019 during which time no additional provisions will be negotiated except as provided by specific re-opener language or mutual agreement.

SIGNATURES

Signed this 13 day of Dec, 2016

The City of Othello, Washington



Mayor

International Union of Operating Engineers



Business Manager



President



Recording Secretary



Union Steward

APPENDIX "A" WAGE SCHEDULE

Effective January 1, 2017 all contractual salary classifications will increase by two percent (2%) annually. Effective January 1, 2018 and again January 1, 2019, all contractual salary classifications will increase by two percent (2%) annually.

Classification

Maintenance Worker

2017

Entry	0-24 months	\$3,753 monthly
<u>Step 1</u>	<u>25-36 months</u>	<u>\$3,886 monthly</u>
<u>Step 2</u>	<u>37-48 months</u>	<u>\$4,213 monthly</u>
<u>Step 3</u>	<u>49+ months</u>	<u>\$4,539 monthly</u>

2018

Entry	0-24 months	\$3,828 monthly
<u>Step 1</u>	<u>25-36 months</u>	<u>\$3,964 monthly</u>
<u>Step 2</u>	<u>37-48 months</u>	<u>\$4,297 monthly</u>
<u>Step 3</u>	<u>49+ months</u>	<u>\$4,630 monthly</u>

2019

Entry	0-24 months	\$ 3,905 monthly
<u>Step 1</u>	<u>25-36 months</u>	<u>\$ 4,043 monthly</u>
<u>Step 2</u>	<u>37-48 months</u>	<u>\$ 4,383 monthly</u>
<u>Step 3</u>	<u>49+ months</u>	<u>\$ 4,723 monthly</u>



Debbie Hendrick
Business Manager

International Union of Operating Engineers

Local Union 280

Letter of Understanding

This letter shall constitute a formal agreement between the Employer, City of Othello and the bargaining unit of the International Union of Operating Engineer's Local No. 280 regarding Commercial Driver's License.

The parties have mutually agreed to add the commercial driver's license language to Collective Bargaining Agreement as follows (Article 11 was accidentally omitted from the current agreement):

The City will pay for maintenance of CDL for employees who are required by the City to have CDL's during the term of this agreement. This will include the cost of the physical and the additional cost of the license over and above the cost of a regular Washington State driver's license. All employees required to possess and maintain a CDL will be permitted to use the appropriate City vehicles as available for testing or re-testing for the required CDL endorsement. Employees must possess a minimum of a CDL learners permit to utilize City vehicles for training or testing.

Employee(s) who possess a CDL shall be bound by all state and federal laws and regulations that govern acquisition, maintenance, and disqualification of a commercial drivers' license, including but not limited to RCW 46.25.900.

Debbie Hendrick 3/31/2017

IUOE Local 280

Date

Shawn R. Logan 4-3-17

City of Othello

Date



Debbie Hendrick
Business Manager

International Union of Operating Engineers

Local Union 280

This letter shall constitute a formal agreement between the Employer, City of Othello and the bargaining unit of the International Union of Operating Engineer's Local No. 280 regarding Boot Allowance.

The parties have mutually agreed to replace Article 11 Section 11.6 Boot Allowance of the Collective bargaining Agreement with the following.

After six (6) months of employment (new hires) and on the first January pay cycle, the City of Othello shall allow up to two hundred dollars (\$200.00) per year for the purchase of boots. Employees shall be allowed to accrue up to a four hundred dollar (\$400.00) boot allowance (equivalent to two years of boot allowance). Boots purchased by employees must meet OSHA and WISHA safety standards. Employees shall be reimbursed for their purchase by presenting a dated receipt to accounts payable department.

Debbie Hendrick 1/13/2017
IUOE Local 280 Date

Shawn R. Lay 1/23/2017
City of Othello Date

RECEIVED
FEB 14 2017

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

BY: Shawn M

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Othello
Employer Name
500 E. Main St
Address
Othello WA 99314
City State Zip Code

Intl. Union of Operating Eng. #250
Labor Organization (Union) Name
P.O. Box 807
Address
Richland WA 99352
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2017 to December 31, 2019
 New Account Renewal — Account No. 105512 Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) 91-6001482
Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC
If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Z	\$1,191.30 MB-IF
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent <input checked="" type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent <input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	\$ 4.40 LB-IF
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input checked="" type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$ 8.00 TC-IF
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical	\$
Dental Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	\$ 87.50 D2-IF
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental	\$
Vision Plan	<input checked="" type="checkbox"/> EXT	\$ 14.90 VI-IF
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January 1, 2017 based on employment in the prior month.
Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer Shawn R. Kay For Union Rebecca Mendrick
Title/Assn Mayor Date 12/13/2016 Title/Assn Business Manager Date 11-28-16

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ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date 2/27/17

Stacie Don
Administrative Agent
Washington Teamsters Welfare Trust

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