

COLLECTIVE BARGAINING AGREEMENT
FOR WATER, WASTEWATER, AND ENGINEERING PERSONNEL

BY AND BETWEEN

THE CITY OF CENTRALIA, WASHINGTON

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77

JANUARY 1, 2024 - DECEMBER 31, 2026

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INTRODUCTION

PREAMBLE

This agreement is made and entered into by and between the Water and Wastewater Utilities Department of the City of Centralia, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, hereinafter called the "Union".

GENERAL HARMONY STATEMENT

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common and sympathetic interest in the success of the industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods.

ARTICLE 1 – MANAGEMENT RIGHTS

1.1 The management of the utilities and their facilities and the direction of the working force including, but not limited to, the right to hire, suspend, or discharge for just cause, assign or transfer employees, adopt new or changed methods of performing the work, prescribe reasonable general rules of work, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in Management; provided, however, that all such management rights shall be exercised in a manner consistent with this Agreement.

1.2 Management shall not perform work within the scope or job description of classifications covered by this Agreement or work which has been normally performed by bargaining unit employees. However, when necessary during times when bargaining unit personnel are not available and when an emergency exists, Management personnel and/or other City employees not covered by this Agreement shall have the right to perform work normally performed by bargaining unit personnel until the emergency has been resolved or until bargaining unit personnel are available to fully perform the work needed. In no event shall Management or others performing such work result in the layoff or loss of straight time work for employees covered by this Agreement.

1.2.1 Further, Management shall have the exclusive right to contract out work as needed to expand, improve, and/or maintain the City's service system, providing such contract does not result in any layoffs in this unit.

ARTICLE 2 – JOB CLASSIFICATIONS

2.1 Water Department

- 2.1.1 Lead Water Technician
- 2.1.2 Water Technician I, II, and III
- 2.1.3 Water Technician In-Training
- 2.1.4 Lead Water Customer Service Technician

- 2.1.5 Water Customer Service Technician
- 2.1.6 Lead Remote Systems Technician
- 2.1.7 Remote Systems Technician
- 2.1.8 Water Quality Specialist

2.2 Wastewater Department

- 2.2.1 Lead Wastewater Treatment Plant Operator
- 2.2.2 Wastewater Treatment Plant Operator I, II, and III
- 2.2.3 Wastewater Treatment Plant Operator In-Training
- 2.2.4 Lead Wastewater Collection System Technician
- 2.2.5 Wastewater Collection System Technician I, II, and III
- 2.2.6 Wastewater Collection System Technician In-Training
- 2.2.7 Wastewater Instrument & Control Technician
- 2.2.8 Wastewater Lift Station Maintenance Technician
- 2.2.9 Process Analyst (G-II), (G-III), and (G-IV)
- 2.2.10 Environmental Specialist
- 2.2.11 Utility Worker I

2.3 Engineering Department

- 2.3.1 Senior Construction Inspector/Bridge Inspector
- 2.3.2 Engineering Design & GIS Coordinator
- 2.3.3 GIS/CAD Coordinator
- 2.3.4 Engineering Technician I, II, III, and IV

ARTICLE 3 – UNIFORMS & EQUIPMENT

3.1 Wastewater Uniforms – The City shall initially provide five (5) pair of pants and three (3) pairs of pants as needed in each of the following years in lieu of uniforms to all Wastewater bargaining unit employees. Employees who wish to wear coveralls may substitute their yearly pant allotment with coveralls. The City shall provide a fifteen (15) minute period at both the beginning and the end of the scheduled work day to change into work clothes or for clean-up and to change back to street clothes.

3.2 Footwear Reimbursement – The City shall provide a reimbursement of up to \$250.00 per year for approved footwear. To be eligible for reimbursement, the footwear must be determined by management to be appropriate for the typical working conditions of the employee's job classification

3.3 Standards of Dress – It is the intent of the City and the Union that employees of the Water, Wastewater, and Engineering Departments dress appropriately to meet WISHA Standards, professional public image, and recognizability as city employees.

3.3.1 Clothing, jewelry, footwear, or other apparel considered to be a risk to safe operations shall not be worn on the job.

3.3.2 Shorts, sandals, or midriff exposing apparel are not appropriate on the job unless medical or other valid reasons dictate otherwise. Also inappropriate is apparel displaying slogans or messages counter to the Drug Free Workplace Policy or displaying profane or obscene messages or political preference with respect to city elective positions. It is not the objective of either party to restrict freedom of speech but to respect the sensitivities of the community-wide customer base of these public services and recognize employee visibility as city representatives.

3.3.3 Any concerns of the parties with regards to application of the "Standards of Dress" will be brought to the Labor/Management committee for resolution.

3.4 Safety Equipment – The Employer shall provide all safety equipment required by State WISHA safety standards, including rain gear, rubber hip boots, rubber boots, lab coats, coveralls, gloves, and necessary tools to perform the assigned work duties.

ARTICLE 4 – GENERAL WORKING RULES

4.1 Applicability – The following general working rules shall apply to all employees in classifications covered by this Agreement, unless specifically covered or excepted in any of the previous articles.

4.2 Safety Regulations – All work performed under this Agreement shall be performed in conformity and accordance with applicable federal, state, and city safety rules and regulations.

4.3 Drug Free Workplace Policy – The City and the Union are committed to providing a safe and healthy work environment and, accordingly, agree to follow the policy adopted by the City in any instance where drug or alcohol abuse or other such illegal activity may be involved or suspected. Violation of the Drug Free Workplace Policy may include disciplinary action up to and including termination.

4.4 Protective Gear – The City will furnish protective equipment and first aid kits for the protection of employees called upon to perform work where such protective gear is required by law to perform the work in a safe manner. All employees will conduct themselves in a prudent manner and use such equipment when required by law and by city safety rules and regulations.

4.5 Pay When Relieved From Duty – Employees relieved from duty, except for cause, during the first half of the shift shall receive not less than one-half day's pay; if relieved after having been on duty more than one-half day, such employees shall then receive a full day's pay unless, in either case, relieved at their own request or on account of weather conditions. Whenever employees report to work during regular working hours and it is mutually agreed between the City and the employees involved that weather conditions are such that work cannot be performed, the affected workers shall receive one hour's pay; provided, however, that during the cases of emergency, crews may be ordered to work regardless of weather conditions.

4.6 Payday – Bargaining unit employees will be paid at least twice a month, and the City will designate regular paydays. If a payday falls on a weekend or holiday, pay shall be distributed on the last work day before the weekend or holiday.

4.7 Working Outside of Classification – When an employee is assigned by management to work in two bargaining unit classifications having different rates of pay, the employee shall receive the top rate of pay if the duration of the assignment is two (2) hours or more and essentially all duties of the higher paying position are fulfilled. However, at the manager's discretion, an employee may be directed out of class for less than two (2) hours.

4.8 Meals

4.8.1 Meal time shall be 6:30 a.m. for breakfast, 12:00 noon or 12:00 midnight for lunch and 6:00 p.m. for dinner for travel and training purposes. Travel time shall not be considered part of the meal period.

4.8.2 Lunch may be taken at the job site or at any other place convenient to the employees, subject to the Crew Leader, Operations Manager, or his/her designee's approval of use of city vehicles for transport.

4.8.3 On a regular shift, one-half (½) hour may be taken for lunch time between the hours of 11:30 a.m. and 1:30 p.m. with no overtime allowed subject to Management notification and approval.

4.8.4 Returning to the shop will be at the discretion of the Crew Leader, Operations Manager, or his/her designee. If no designee, crew will decide.

4.9 Meal Expenses – When performing work on an overtime basis outside of the regular day or shift or when called out to perform work at night or on an off day, the City shall reimburse a reasonable amount to employees for meals purchased, as noted in the current adopted Personnel Rules and Regulations. In the event that it is not possible to take a meal break during the performance of such overtime or off day work, the City shall pay an additional amount to each affected employee equivalent to the overtime wages for the meal period. Such reimbursement shall only apply in the event the employee has worked a minimum of three (3) hours.

4.10 Vehicle Usage – The City's vehicles will not be used for personal transportation unless otherwise approved by the Operations Manager or his/her designee.

ARTICLE 5 – HOURS OF WORK

5.1 Work Schedule – Except as otherwise provided in this Agreement, the day's work for all employees shall consist of eight (8) consecutive working hours, exclusive of meal breaks. All employees shall report to work at their regular shop in time so that work may begin between the hours of 7:00 a.m. and 8:00 a.m. Hourly paid wages shall start at the beginning of the shift, and will regularly consist of an eight (8) hour day, with a half hour lunch period designated by the Operations Manager, concluding at 3:30 or 4:30 p.m. Work schedules will be approved by the Operations Manager or his/her designee.

5.1.1 The work week for all employees shall consist of five (5) consecutive work days Monday through Friday in sequence, with two (2) consecutive days off.

5.1.2 Water employees will be required, on a rotating basis, to be on-site for a minimum of four (4) hours during regular working hours on Saturdays, Sundays, and holidays.

5.1.3 Wastewater employees will be required, on a rotating basis, to be on-site for a minimum of two (2) hours during regular working hours on Saturdays, Sundays, and holidays.

5.1.4 With one (1) week's prior notice, alternate hours may be established by mutual agreement between the City and the Union. Employees working ten (10) hour shifts will receive eight (8) hours holiday pay when a holiday falls on a normal work day, therefore, the employee has three (3) options below:

Option 1: Take two (2) hours of vacation or comp-time.

Option 2: Work a short week of 38 hours.

Option 3: Change schedule to work four (4) eight-hour days in addition to the holiday.

5.2 Overtime

5.2.1 Overtime shall be paid at the rate of one and one-half for all hours worked outside of regular shift hours or in excess of forty (40) hours per week.

5.2.2 An employee called back into work in the following situations shall be entitled to an eight (8) consecutive hour rest period, immediately following the completion of their last call out, prior to reporting for duty for their next regular shift:

- Called out before 3:00 a.m. and has worked for two (2) hours or more after midnight and before 5:00 a.m.
- Called out three (3) or more times between 9:00 p.m. and 6:00 a.m.

5.2.2.1 Provided, however, if the City needs the employee to continue to work during the rest period, the employee shall be compensated at the overtime rate for all hours worked until relieved from duty.

5.2.2.2 Following the rest period, the employee shall be required to report for duty for the remainder of their regular shift, unless the employee notifies the City of their decision to use vacation or compensatory time for the remaining hours of their shift. The employee shall be compensated at their regular rate of pay for any rest period hours that overlap the employee's regular shift. The rest period may be interrupted by emergency conditions. In this event, the employee shall be paid overtime for any hours worked during the rest period.

5.2.3 Any scheduled night-time work performed between the hours of 9:00 p.m. and 6:00 a.m. shall be paid at the overtime rate. Immediately following the completion of the scheduled night-time work, the employee shall be required to take an eight (8) consecutive hour rest period. Scheduled night-time work shall be considered a temporary alternative shift, and employees shall not report for duty at their normal shift time nor be compensated for any rest period hours that overlap the employee's normal shift time.

5.2.4 At the employee's option, overtime may be taken as pay or banked as compensatory time. The maximum an employee may have banked is eighty (80) hours throughout the year, however, only a maximum of forty (40) hours of compensatory time may be carried over to the following year.

5.3 Call Outs

5.3.1 Emergency Call Out – When called out after regular work schedules to perform work outside of regular working hours, employees shall receive not less than two (2) hours of their overtime rate of pay. Pay shall be computed at the regular overtime rate from the time they receive notification of the call out; except that no pay shall be allowed for time spent sleeping or eating.

5.3.2 Scheduled Call Out – In the event the City notifies employees before leaving their regular daily work to report for duty after regular work hours, the employees shall be paid at the regular overtime rate for all such after duty work from the time they report to headquarters through the time they return to headquarters after completing the performance of this work.

5.3.2.1 Water Department On Call Compensation – Employees from the Water Department shall, on a rotating basis, be assigned a paging device to cover the hours from the end of their regular shift to the beginning of their regular shift. All employees on call will be on call for both divisions, Maintenance and Remote Systems, and shall be compensated \$100.00 per day for carrying such paging device and maintaining fitness to respond. Prior to January 1st of each year, the on call rotation will be established for the following year. The intent is to establish a minimum of a 6 week rotation, if practical, and shall be established by reasonable response time and seniority.

5.3.2.2 Wastewater Department On Call Compensation – Employees from the Wastewater Department shall, on a rotating basis, be assigned a paging device to cover the hours from the end of their regular shift to the beginning of their regular shift. All employees on call will be on call for both divisions, Collections and Operations, and shall be compensated \$100.00 per day for carrying such paging device and maintaining fitness to respond. Prior to January 1st of each year, the on call rotation will be established for the following year. The intent is to establish a minimum of a 6 week rotation, if practical, and shall be established by reasonable response time and seniority.

5.3.3 All employees of each work group, if deemed qualified by their operations manager, may participate in the on call rotation.

5.3.4 When an employee receives a call-out and is on the two (2) hour call-out pay period, no additional two (2) hour call-out shall be paid for another call-out that occurs during the same two (2) hour period.

5.3.5 When a call-out occurs two (2) hours or less prior to the start of the normal workday, overtime will be paid for the call out response until the start of the regular work day, at which time pay reverts to regular time.

5.3.6 Declared Emergency Staffing – During a declared emergency, staff will be assigned in coordination with the Emergency Operations Center (EOC). When staff is not on duty they will have accommodations and provisions provided at the zone headquarters or other location they are assigned to.

5.4 Holidays – All employees covered by this Agreement shall be entitled to holidays with pay as follows: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth (June 19th), the Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and one floating holiday. When one of these designated holidays falls on a Saturday, the preceding Friday shall be the holiday. If the holiday falls on Sunday, the following Monday shall be the holiday.

5.4.1 Each employee may select a floating holiday after consultation with and approval by the Operations Manager or his/her designee. All floating holidays must be taken during the calendar year and may not be carried forward from one year to the next.

5.5 Holiday Pay – Employees required to work on holidays shall receive eight (8) hours straight time pay for the holiday plus overtime rate. Employees not working on the holiday shall receive eight (8) hours straight time pay. Employees in classifications whose function do not normally require holiday work, but who are specifically called out for emergency work on scheduled holiday, shall be paid for the holiday plus their regular overtime rate of pay for hours worked as provided for in this Agreement.

5.6 Leave – All vacation leave, sick leave, and related matters shall be taken consistent with the provisions of the City's Personnel Rules and Regulations. Without prior approval granted by the City Manager, no employee covered by this Agreement shall be allowed to be absent without paid leave.

5.6.1 Vacation Leave

5.6.1.1 All vacation time shall be scheduled by the employee in advance and approved by the Operations Manager or his/her designee. Vacation time shall be scheduled and approved to provide for the most efficient and economical operation of the City.

5.6.1.2 In the event any crew is reduced in number because of some of its members taking vacations, the remaining members shall not be required to, or may not be permitted to, take their vacation at the same time.

5.6.1.3 At the time of separation from service, the employee or, in the case of death, the employee's estate shall be paid all accrued vacation compensation in an amount equal to one hundred percent (100%) of accumulated unused vacation leave up to a maximum of two hundred and forty (240) hours. Partial months shall be prorated. Vacation compensation shall be based upon the wage in effect at the time of separation of employment or at the time of death.

5.6.2 Sick Leave

5.6.2.1 Any employee covered by this contract who on January 1st has a minimum of two hundred and forty (240) sick leave hours in their bank may choose to exchange eight (8) hours of sick leave for one (1) personal holiday, which is an eight (8) hour day of leave; or

5.6.2.2 Any employee covered by this contract who on January 1st has a minimum of four hundred and eighty (480) sick leave hours in their bank may choose to change sixteen (16) hours of sick leave for two (2) personal holidays, which is sixteen (16) hours of leave; or

5.6.2.3 Any employee covered by this contract who on January 1st has a minimum of seven hundred and twenty (720) sick leave hours in their bank may choose to exchange twenty-four (24) hours of sick leave for three (3) personal holidays, which is twenty-four (24) hours of leave; or

5.6.2.4 Any employee covered by this contract who on January 1st has a minimum of nine hundred and sixty (960) sick leave hours in their bank may choose to exchange thirty-two (32) hours of sick leave for four (4) personal holidays, which is thirty-two (32) hours of leave.

5.6.2.5 No one is required to make an exchange in any year or at any time.

5.6.2.6 Sick leave is earned at the rate of eight (8) hours per month and is not limited in annual hours during the year but limited to nine hundred and sixty (960) hours carried over to the ensuing years.

ARTICLE 6 – HEALTH AND WELFARE

6.1 Medical, Dental & Vision Coverage – Employees will be covered by Family Medical Care Plan (FMCP) Plan 16 Medical, Dental, and Vision. The City will pay ninety percent (90%) of the composite employee spouse and dependent premium cost and each employee will pay ten percent (10%) of the composite employee, spouse, and dependent premium cost.

6.1.1 The composite rate shall be established at the end of the open enrollment period for the following year. The composite rate will include Light, Water, Wastewater, and Engineering Departments.

6.1.2 In the best interests of the operating efficiencies of the City, in protection of its assets, particularly those employees covered by this Agreement, and to protect the public and to reduce insurance costs and risks, the City and the Union encourage employee participation in physical fitness activities and in the city-sponsored wellness program. At least one bargaining unit employee shall be permitted to participate on behalf of the Departments in the City's Wellness Committee. Benefits of the program include reduced admissions to local facilities and programs promoting physical fitness, with payment through payroll deduction.

6.1.3 Further, for the reasons stated above, the City and the Union join in encouraging a drug-free and tobacco-free work environment.

6.2 Life Insurance – The City agrees that the current life insurance plan shall be maintained at \$100,000 for the duration of this contract.

6.3 Long-term Disability Insurance – The City shall provide a long-term disability insurance plan providing, at a minimum, fifty percent (50%) of base salary replacement per month. An employee may purchase additional salary replacement insurance to offset required benefit waiting period at their own expense.

6.4 Washington State Paid Family Medical Leave – The City and the Union mutually agree to comply with all Washington State Paid Family Medical Leave laws per Chapter 50A.04 RCW. The City does not allow for supplementation of leave time while in unpaid protected leave status.

6.5 Washington State Long Term Care Trust Act – The City and the Union mutually agree to comply with all Washington State Long Term Care Trust Act laws per RCW 50B.04.080.

ARTICLE 7 – MISCELLANEOUS

7.1 Seniority – The following seniority rules shall apply separately to each of the Departments covered by this Agreement.

7.1.1 The City shall maintain the seniority list for each Department whose employees' place on the list shall be determined solely on the length of service in that Department. All such lists shall remain in effect until changes occur requiring amendment of the list.

7.1.2 The first six (6) months of employment shall constitute a probationary period, and seniority shall not apply during this period. An employee's probationary period may be extended for up to an additional six (6) months when needed to properly evaluate the employee's performance. After the first six (6) months of employment, an employee's name shall appear on the seniority list.

7.1.3 Department seniority shall apply to layoff and recall. Should the employer find it necessary to reduce the work force within a Department, employees shall be subject to layoff as follows:

7.1.3.1 If there are temporary or seasonal employees in the Department where layoffs are to occur, the temporary or seasonal employees will be laid off first.

7.1.3.2 When a specific position is eliminated, the least senior employee in that position is subject to layoff. That employee shall have the right to displace another employee if:

- He/she has completed one (1) year of service in the position he/she is going to replace.
- He/she fulfills the requirements of that job description he/she will assume.
- He/she receives the pay range and step of the employee he/she replaces.
- In the event of recall, the senior employee laid off shall be the first rehired.

7.1.4 In the event an employee with seniority returns to his/her position after a leave of absence, he/she shall be restored to his/her prior seniority. Any employee advanced to fill the temporary vacancy caused by the leave of absence shall return to the job which he/she vacated, with his/her prior seniority rights.

7.1.5 With approval of both the City and the Union, employees may exchange jobs by mutual agreement only so long as there is no additional wage, overtime, or benefit cost to the City.

7.1.6 In cases where two or more employees begin work on the same day, the date of application for employment shall establish priority of position on the seniority list. In the event that the date of application is the same, a coin flip shall establish priority as between these employees.

7.2 Supervision – In the event that crews are combined temporarily to perform assigned tasks, the lead technician of the work area involved shall supervise the work of the combined crew. In case of crews from the same work area being combined, the senior lead technician shall take the lead. The junior lead technician and/or supervisor from a different work area shall perform work without any reduction in his/her lead technician pay.

7.3 Bidding

7.3.1 Whenever an existing or new job classification becomes vacant and the City determines the vacancy needs to be filled, such employment or advancement opportunity shall first be made available to existing employees by means of an internal posting before being publicly advertised. Such posting shall be made for five (5) business days. If the City does not receive at least one (1) qualified internal applicant by the close of business on the fifth day, the vacancy may be advertised to other city departments and the general public.

7.3.2 All bidders for posted job vacancies shall be notified within one (1) week of the awarding of the bid. In the event of an unusual delay in awarding a bid, the Union shall be notified of such delay.

7.3.3 The City need not consider the bid of an employee who in the City's opinion does not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the job on which the bid is made.

7.3.4 In making appointments to vacancies in jobs involving personal contact by the employee with the public, requiring specific technical skills, or jobs in which the employee must lead and direct other employees, the City shall consider the bids of employees submitted as herein provided, but the City may nevertheless make appointments to such vacancies on the basis of ability and personal qualifications.

7.4 Training and Certification – The City shall provide training or the cost of training to help obtain and maintain the employees' required certification. Required certification examination and renewal fees shall be paid by the City, including required Commercial Driver's License fees and physical examinations, provided the employee successfully completes the training/certification and provides proof to his/her operations manager. The City will pay for one (1) CDL related physical examination per person per year.

7.5 Certification Pay – An employee who is required to maintain certifications and/or licenses as a condition of employment is eligible to receive a certification premium only if:

- All minimum certifications/licenses of the job description have been obtained and are current, and
- They possess certifications and/or licenses that are above what is required in their job description.

An employee is also eligible if they possess a certification and/or license that is relevant and not required as a condition of employment. If the City modifies a job description to add a certification as a requirement, a current employee holding the certification will not be reduced in certification pay until a reclassification is concluded by the labor/management committee.

The City and the Union may mutually agree to certification pay for other certifications/licenses not listed below. The additional certifications/licenses and corresponding base salary premiums shall be established by written mutual agreement executed by both parties.

7.5.1 Wastewater Certifications – The following certifications/licenses shall be eligible for certification pay as provided below: WWTP Group I, II, III, and IV; WWCPA Level I, II, III, and IV; Compost Facility Operator; Crane Operator; PACP; CDL; and Pesticides. Wastewater employees may receive a maximum base salary premium of four percent (4%) as certification pay.

7.5.1.1 An employee who possesses a certification one step higher than is required for their job classification shall receive a two percent (2%) base salary premium.

7.5.1.2 An employee who possesses a certification two steps higher than is required for their job classification shall receive a three percent (3%) base salary premium.

7.5.1.3 An employee who possesses a certification three steps higher than is required for their job classification shall receive a four percent (4%) base salary premium.

7.5.2 Water Certifications – The following certifications/licenses shall be eligible for certification pay as provided below: WDM, WTPO, CCS, WDS and BAT, CDL, and Pesticides. Water employees may receive a maximum base salary premium of four percent (4%) as certification pay.

7.5.2.1 An employee who possesses any two certifications listed above shall be eligible to receive a two percent (2%) base salary premium.

7.5.2.2 An employee who possesses a WDM II and one other certification listed above shall be eligible to receive a three percent (3%) base salary premium.

7.5.2.3 An employee who possesses any one of three combinations below shall be eligible to receive a four percent (4%) base salary premium:

- WDM III plus one certification listed above;
- WDM II plus two certifications listed above; or
- WTPO II plus BAT, CCS, and WDM.

7.5.3 Engineering Certifications – The following certifications/licenses shall be eligible for certification pay as provided below. Engineering employees may receive a maximum base salary premium of four percent (4%) as certification pay.

7.5.3.1 Engineering Technician I

- One percent (1%) base salary premium for Stormwater CESCL Certification.
- Two percent (2%) base salary premium for ESRI Technical Certification (Foundation).
- Two percent (2%) base salary premium for the completion of one course in each of the following categories:
 - AutoCAD Civil 3D
 - WSDOT Inspection or Design
 - GIS
 - Survey/GPS

7.5.3.2 Engineering Technician II

- One percent (1%) base salary premium for Stormwater CESCL Certification.

- One percent (1%) base salary premium for WSDOT Construction E-training Series Completion.
- One percent (1%) base salary premium for WSDOT Basis of Design E-training Series Completion.
- Two percent (2%) base salary premium for ESRI Technical Certification (Foundation).
- Two percent (2%) base salary premium for Bridge Inspector Training (BCIU) Certification (co-inspector).
- Two percent (2%) base salary premium for the completion of forty (40) professional development hours in one of the following categories:
 - AutoCAD Civil 3D
 - GIS
 - Survey/GPS

7.5.3.3 Engineering Technician III

- One percent (1%) base salary premium for Advanced AutoCAD Civil 3D Training Course Completion.
- One percent (1%) base salary premium for Title VI Basics Certificate.
- Two percent (2%) base salary premium for ESRI Technical Certification (Associate).
- Two percent (2%) base salary premium for Bridge Inspector Training (BCIU) Certification (co-inspector).
- Two percent (2%) base salary premium for WSDOT Certified Bridge Inspector.
- Two percent (2%) base salary premium for WSDOT Certified Inspector.
- Two percent (2%) base salary premium for the completion of forty (40) hours of WSDOT Design Training.

7.5.3.4 Engineering Technician IV

- One percent (1%) base salary premium for the completion of WSDOT Materials Quality Assurance Training.
- One percent (1%) base salary premium for Title VI Basics Certificate.
- Two percent (2%) base salary premium for ESRI Technical Certification (Associate).
- Two percent (2%) base salary premium for WSDOT Certified Bridge Inspector.
- Two percent (2%) base salary premium for WSDOT Certified Inspector.
- Two percent (2%) base salary premium for the completion of Federal Aid Essentials for Local Agency Course.

7.5.3.5 GIS/CAD Coordinator

- One percent (1%) base salary premium for Title VI Basics Certificate.
- Two percent (2%) base salary premium for ESRI Technical Certification (Professional).
- Two percent (2%) base salary premium for ESRI Technical Certification (Specialty).

7.5.3.6 Senior Construction Inspector/Bridge Inspector

- One percent (1%) base salary premium for Title VI Basics Certificate.
- One percent (1%) base salary premium for Right-of-Way Training Certificate.
- Two percent (2%) base salary premium for WSDOT Certified Inspector.
- Two percent (2%) base salary premium for the completion of Federal Aid Essentials for Local Agency Course.

7.5.3.7 Engineering Design & GIS Coordinator

- One percent (1%) base salary premium for Title VI Basics Certificate.
- One percent (1%) base salary premium for Right-of-Way Training Certificate.
- Two percent (2%) base salary premium for ESRI Technical Certification (Professional).
- Two percent (2%) base salary premium for ESRI Technical Certification (Specialty).
- Two percent (2%) base salary premium for Civil 3D Infrastructure Design Certified Professional.
- Two percent (2%) base salary premium for the completion of Federal Aid Essentials for Local Agency Course.

7.6 Reimbursement of Certification Expenses – The City will not reimburse employees for the costs associated with certification beyond what is required in their job descriptions. The City will grant employees time during their normal work schedule to complete certification examinations.

7.7 Technology or Automation – In the event the duties of a particular classification change due to new technologies, the individuals within that classification will be given the first opportunity to obtain appropriate training to prepare them to carry out the new duties. If the employee or employees involved cannot be retrained, then the employee will have an opportunity to transfer to another position for which he/she is qualified, if another position is available. If no position is available, the employee will be laid off.

7.8 Union Bulletin Boards – The City shall supply a bulletin board in the employee break area for the use of the Union in posting officially signed union bulletins.

7.9 Discrimination Prohibited – Neither the City, nor the Union shall discriminate against any employee in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, marital status, sexual orientation, disability, or union membership status.

ARTICLE 8 – GRIEVANCES, ARBITRATIONS, AND DISCIPLINE

8.1 Grievances and Arbitration – Any dispute between the City and the Union concerning an interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. All grievances shall be processed only in accordance with this Article.

8.1.1 Step 1 – In the event that the Union and the aggrieved employee elect to process a grievance, the shop steward or business representative, with the participation of the aggrieved employee, shall take the grievance up with their immediate supervisor. At this first stage there is no requirement that the grievance be reduced to writing and all efforts should be made to resolve the grievance informally. Nonetheless, all grievances shall be brought to the Step 1 stage within ten (10) working days of the knowledge of any alleged contract violation. In any of these Steps, an extension to the time constraints may be granted after submitting a written request.

8.1.2 Step 2 – If the grievance is not resolved at the Step 1 stage, the Union shall then reduce the grievance to writing and specifically reference the Article and Section of this Agreement which the grieved actions allegedly violate. Management shall be under no obligation to consider the grievance at the Step 2 stage unless a specific Article and Section are referenced by the Union in the written grievance. The written Grievance shall be submitted to the Operations Manager within ten (10) working days of the Step 1 answer, whether that answer be oral or written. In the event that the grievance is not resolved to the satisfaction of the parties at the Step 2 stage, the Operations Manager shall provide the Union with a written response to the grievance within ten (10) working days of its receipt.

8.1.3 Step 3 – In the event that the grievance is not resolved at the Step 2 stage, the Union shall submit a copy of the original written grievance and the Operations Manager's reply to the Public Works Director within ten (10) working days of receipt of the Operation Manager's Step 2 response. The Public Works Director shall reply in writing within ten (10) working days after having received the Step 3 grievance.

8.1.4 Step 4 – In the event that the grievance is not resolved at the Step 3 stage, the Union shall submit a copy of the original written grievance and the Operation Manager's and the Public Works Director's reply to the City Manager within ten (10) working days of receipt of the Public Works Director's Step 3 response. The City Manager shall reply in writing within ten (10) working days after having received the Step 4 grievance.

8.1.5 Step 5 – If the grievance is not resolved at the Step 4 stage, it may be referred to arbitration by either party, and the arbitration shall be conducted under rules promulgated by the State of Washington Public Employment Relations Commission.

If the parties are unable to agree on the selection of a neutral arbitrator, they shall request the assignment of an arbitrator from the Public Employment Relations Commission or, in the alternative, obtain a list of seven arbitrators from the Public Employment Relations Commission and alternately strike names until one arbitrator is left.

8.1.6 Matters may only be referred to arbitration if requested in writing within twenty (20) working days after the receipt of the City Manager's written response to the Step 4 grievance. The reference to arbitration must include separate paragraphs describing:

- The question or questions at issue.
- The remedy sought by the party seeking the arbitration.

8.1.7 The parties agree to abide by the award made in connection with any arbitration proceeding. There shall be no suspension of work, slow-down, or curtailment of services while any grievance is in the process of adjustment or arbitration. In connection with any arbitration proceeding held under this agreement, it is agreed:

8.1.7.1 The Arbitrator shall have no power to tender a decision that will add to, subtract from, or alter in any way the terms of this Agreement, and the Arbitrator's power shall be limited to the interpretation or application of the express terms of this Agreement to the grievance before him, and all other matters shall be excluded from arbitration.

8.1.7.2 The decision of the Arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employee involved.

8.1.7.3 The cost of arbitration shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

8.1.7.4 Either party may request a court reporter for the purpose of preparing a verbatim transcript of the grievance hearing.

8.1.7.5 The cost of the court reporter and a written transcript for the arbiter, if prepared, shall be borne by the party requesting the court reporter. Each party shall be responsible for purchasing its own copy of any written transcript; provided, however, if both parties purchase a transcript, then all costs for the court reporter and the transcripts shall be divided equally.

8.1.7.6 The arbitrator's decision shall be made in writing and shall be issued to the parties pursuant to a timetable mutually agreed upon between the parties and the arbitrator at the close of the hearing.

8.2 Discipline – The City retains the right to exercise discipline in the interest of good service and the proper conduct of its business, and all such discipline shall be exercised for just cause.

8.2.1 In the event that an employee is terminated or suspended, the City shall provide them with a written explanation of the grounds for such action within twenty-four (24) hours of the termination or suspension.

ARTICLE 9 – UNION SECURITY

9.1 Union Maintenance Cost – All employees of the Water, Wastewater, and Engineering Departments coming within the classifications covered by this Agreement who voluntarily consent to join and pay dues shall be members of the Union in good standing.

9.2 Dues Indemnification – The Union shall indemnify the City, and any department of the City, and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this section. The Union shall provide the City with thirty (30) days' advance notice of any changes in deductible union dues/fees.

ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE

10.1 Labor/Management Committee – The City and the Union shall establish a Labor-Management Committee to discuss contract or non-contract issues affecting the employees under this Agreement. The Committee will be composed of the Public Works Director, the department manager for the Union members involved, the business representative or his/her designee, and up to one (1) additional Union member from each represented group. The Committee shall meet quarterly. Upon mutual agreement, a meeting may be cancelled provided the Committee meets at least once each year. Additional meetings may be called upon request by either party.

10.1.1 The Committee shall meet during regular working hours or during non-working hours by agreement of the parties. Employees serving on the Committee as Union members will be considered as being on Union business when such Committee meets during regular working hours, and the City will pay the employees' regular salary and shall be reimbursed by the Union for such payments.

10.1.2 The Committee shall function in a consultant capacity and shall not be considered as a decision-making body. Further, the Committee shall have no authority to amend the terms of this Agreement, except in conformity with the requirements for such amendments.

ARTICLE 11 – WAGES

11.1 Wages – The salary schedule attached as Appendix A shall be incorporated herein by reference.

11.2 Longevity Compensation – The City agrees to the following longevity program for all employees covered by this Agreement:

11.2.1 Commencing with the employee's seventy-second (72) month of service, the employee shall begin receiving a one and one-half percent (1.5%) base salary premium as longevity compensation.

11.2.2 Commencing with the employee's one hundred and twentieth (120) month of service, the longevity compensation shall increase to a two and one-half percent (2.5%) base salary premium.

11.2.3 Commencing with the employee's one hundred and eightieth (180) month of service, the longevity compensation shall increase to a three percent (3.0%) base salary premium.

11.2.4 Commencing with the employee's two hundred and fortieth (240) month of service, the longevity compensation shall increase to a three and one-half percent (3.5%) base salary premium.

11.2.5 Commencing with the employee's three hundredth (300) month of service, the longevity compensation shall increase to a four percent (4.0%) base salary premium.

ARTICLE 12 – NO STRIKE/NO LOCKOUT

12.1 It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement are essential to the operation of a public utility and to the welfare of the public that is dependent thereon and, in consideration thereof, that the agreements and conditions with the City contained herein are to be kept and performed. The Union agrees that the employees covered by this Agreement shall not be called upon nor permitted to cease, abstain, or otherwise interfere with the continuous performance of the duties pertaining to the positions held by them in accordance with the terms of this Agreement. The City hereby expressly agrees on its part to continue open communication with the Union and to do nothing to prevent its employees from performing the normal and usual operation of the City's business so that harmonious relations can be maintained.

ARTICLE 13 – SUCCESSOR PROVISION

13.1 This agreement shall be binding upon any successor or assigns of the City and the provisions and terms shall not be affected or changed in any respect by the consolidation, merger, sale, or transfer of the Water, Wastewater, or Engineering Departments.

13.2 In the event of any consolidation, merger, sale, or transfer, employees desiring to remain with the City will be allowed to do so at no loss of benefits or wages. Such employee transfers are contingent upon city positions being available and subject to the sole discretion of the City Manager.

13.3 Sixty (60) days prior to the closing of any consolidation, merger, sale, or transfer, the Union, the City, and the management of the acquiring interest shall develop an agreeable five (5) year staffing plan.

ARTICLE 14 – TERM AND MODIFICATION

14.1 Term of Agreement – This Agreement shall extend from January 1, 2024 to December 31, 2026 and from year to year thereafter unless either party notifies the other ninety (90) days prior to January 1 of any year of its desire to terminate or amend the same. If an amendment is desired, the substance thereof shall be contained in such notice.

Entered into by and between the City of Centralia and the International Brotherhood of Electrical Workers Union Local No. 77 the 10th day of March 2024.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 77 By: <u>Rex Habner</u> Rex Habner Business Manager By: <u>Stephen M. Cant</u> Stephen M. Cant, CIH Business Representative	CITY OF CENTRALIA By: <u>Robert Hill</u> Robert Hill City Manager
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Appendix A

A.1 Effective January 1, 2024, the 2024 base wage rates shall be as follows:

W Table				
RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Water Technician In-training	59,072	65,624	Annual
		4,923	5,469	Monthly
		28.40	31.55	Hourly
10	Water Customer Service Technician	65,291	72,530	Annual
	Water Technician I	5,441	6,044	Monthly
		31.39	34.87	Hourly
11	Water Technician II	69,950	77,709	Annual
		5,829	6,476	Monthly
		33.63	37.36	Hourly
12	Water Technician III	73,050	81,182	Annual
	Water Quality Specialist	6,088	6,765	Monthly
	Remote Systems Technician	35.12	39.03	Hourly
13	Lead Water Customer Service Technician	77,709	86,341	Annual
		6,476	7,195	Monthly
		37.36	41.51	Hourly
14	Lead Water Technician	79,269	88,067	Annual
		6,606	7,339	Monthly
		38.11	42.34	Hourly
15	Lead Remote Systems Technician	85,488	94,994	Annual
		7,124	7,916	Monthly
		41.10	45.67	Hourly

WW Table

RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Wastewater Treatment Plant Operator In-training	62,171	69,077	Annual
	Wastewater Collection System Tech. In-training	5,181	5,756	Monthly
	Utility Worker 1	29.89	33.21	Hourly
10	Environmental Specialist	69,950	77,709	Annual
	Wastewater Process Analyst (G-II)	5,829	6,476	Monthly
		33.63	37.36	Hourly
11	Wastewater Treatment Plant Operator I	71,490	79,435	Annual
	Wastewater Collection System Technician I	5,958	6,620	Monthly
		34.37	38.19	Hourly
12	Wastewater Treatment Plant Operator II	73,050	81,182	Annual
	Wastewater Collection System Technician II	6,088	6,765	Monthly
		35.12	39.03	Hourly
13	Wastewater Process Analyst (G-III)	74,589	82,888	Annual
		6,216	6,907	Monthly
		35.86	39.85	Hourly
14	Wastewater Treatment Plant Operator III	77,709	86,341	Annual
	Wastewater Collection System Technician III	6,476	7,195	Monthly
	Wastewater Lift Station Maintenance Technician	37.36	41.51	Hourly
15	Wastewater Process Analyst (G-IV)	79,269	88,067	Annual
		6,606	7,339	Monthly
		38.11	42.34	Hourly
16	Lead Wastewater Treatment Plant Operator	82,389	91,520	Annual
	Lead Wastewater Collection System Technician	6,866	7,627	Monthly
		39.61	44.00	Hourly
17	Wastewater Instrument & Control Technician	93,267	105,685	Annual
		7,772	8,807	Monthly
		44.84	50.81	Hourly

E Table

RANGE	CLASSIFICATIONS	STEP 1(A)	STEP 2(B)	
11	Engineering Tech 1	69,950	77,709	Annual
		5,829	6,476	Monthly
		33.63	37.36	Hourly
12	Engineering Tech 2	74,589	82,888	Annual
		6,216	6,907	Monthly
		35.86	39.85	Hourly
13	Engineering Tech 3	80,829	89,814	Annual
		6,736	7,485	Monthly
		38.86	43.18	Hourly
14	Engineering Tech 4 GIS/CAD Coordinator	87,027	96,699	Annual
		7,252	8,058	Monthly
		41.84	46.49	Hourly
15	Engineering Design & GIS Coordinator	91,707	101,899	Annual
	Senior Construction Inspector/Bridge Inspector	7,642	8,492	Monthly
		44.09	48.99	Hourly

A.2 Effective January 1, 2025, the 2025 base wage rates shall be as follows:

W Table

RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Water Technician In-training	60,840	67,600	Annual
		5,070	5,633	Monthly
		29.25	32.50	Hourly
10	Water Customer Service Technician	67,246	74,714	Annual
	Water Technician I	5,604	6,226	Monthly
		32.33	35.92	Hourly
11	Water Technician II	72,051	80,038	Annual
		6,004	6,670	Monthly
		34.64	38.48	Hourly
12	Water Technician III	75,234	83,616	Annual
	Water Quality Specialist	6,270	6,968	Monthly
	Remote Systems Technician	36.17	40.20	Hourly
13	Lead Water Customer Service Technician	80,038	88,941	Annual
		6,670	7,412	Monthly
		38.48	42.76	Hourly
14	Lead Water Technician	81,640	90,709	Annual
		6,803	7,559	Monthly
		39.25	43.61	Hourly
15	Lead Remote Systems Technician	88,046	97,843	Annual
		7,337	8,154	Monthly
		42.33	47.04	Hourly

WW Table

RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Wastewater Treatment Plant Operator In-training	64,043	71,157	Annual
	Wastewater Collection System Tech. In-training	5,337	5,930	Monthly
	Utility Worker 1	30.79	34.21	Hourly
10	Environmental Specialist	72,051	80,038	Annual
	Wastewater Process Analyst (G-II)	6,004	6,670	Monthly
		34.64	38.48	Hourly
11	Wastewater Treatment Plant Operator I	73,632	81,827	Annual
	Wastewater Collection System Technician I	6,136	6,819	Monthly
		35.40	39.34	Hourly
12	Wastewater Treatment Plant Operator II	75,234	83,616	Annual
	Wastewater Collection System Technician II	6,270	6,968	Monthly
		36.17	40.20	Hourly
13	Wastewater Process Analyst (G-III)	76,835	85,384	Annual
		6,403	7,115	Monthly
		36.94	41.05	Hourly
14	Wastewater Treatment Plant Operator III	80,038	88,941	Annual
	Wastewater Collection System Technician III	6,670	7,412	Monthly
	Wastewater Lift Station Maintenance Technician	38.48	42.76	Hourly
15	Wastewater Process Analyst (G-IV)	81,640	90,709	Annual
		6,803	7,559	Monthly
		39.25	43.61	Hourly
16	Lead Wastewater Treatment Plant Operator	84,864	94,266	Annual
	Lead Wastewater Collection System Technician	7,072	7,856	Monthly
		40.80	45.32	Hourly
17	Wastewater Instrument & Control Technician	96,075	108,846	Annual
		8,006	9,071	Monthly
		46.19	52.33	Hourly

E Table

RANGE	CLASSIFICATIONS	STEP 1(A)	STEP 2(B)	
11	Engineering Tech 1	72,051	80,038	Annual
		6,004	6,670	Monthly
		34.64	38.48	Hourly
12	Engineering Tech 2	76,835	85,384	Annual
		6,403	7,115	Monthly
		36.94	41.05	Hourly
13	Engineering Tech 3	83,262	92,518	Annual
		6,939	7,710	Monthly
		40.03	44.48	Hourly
14	Engineering Tech 4 GIS/CAD Coordinator	89,648	99,590	Annual
		7,471	8,299	Monthly
		43.10	47.88	Hourly
15	Engineering Design & GIS Coordinator	94,453	104,957	Annual
	Senior Construction Inspector/Bridge Inspector	7,871	8,746	Monthly
		45.41	50.46	Hourly

A.3 Effective January 1, 2026, the 2026 base wage rates shall be as follows:

W Table

RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Water Technician In-training	62,670	69,638	Annual
		5,223	5,803	Monthly
		30.13	33.48	Hourly
10	Water Customer Service Technician	69,264	76,960	Annual
	Water Technician I	5,772	6,413	Monthly
		33.30	37.00	Hourly
11	Water Technician II	74,214	82,430	Annual
		6,185	6,869	Monthly
		35.68	39.63	Hourly
12	Water Technician III	77,501	86,133	Annual
	Water Quality Specialist	6,458	7,178	Monthly
		37.26	41.41	Hourly
13	Lead Water Customer Service Technician	82,430	91,603	Annual
		6,869	7,634	Monthly
		39.63	44.04	Hourly
14	Lead Water Technician	84,094	93,434	Annual
		7,008	7,786	Monthly
		40.43	44.92	Hourly
15	Lead Remote Systems Technician	90,688	100,776	Annual
		7,557	8,398	Monthly
		43.60	48.45	Hourly

WW Table

RANGE	CLASSIFICATION	STEP 1(A)	STEP 2(B)	
9	Wastewater Treatment Plant Operator In-training	65,957	73,299	Annual
	Wastewater Collection System Tech. In-training	5,496	6,108	Monthly
	Utility Worker 1	31.71	35.24	Hourly
10	Environmental Specialist	74,214	82,430	Annual
	Wastewater Process Analyst (G-II)	6,185	6,869	Monthly
		35.68	39.63	Hourly
11	Wastewater Treatment Plant Operator I	75,837	84,282	Annual
	Wastewater Collection System Technician I	6,320	7,024	Monthly
		36.46	40.52	Hourly
12	Wastewater Treatment Plant Operator II	77,501	86,133	Annual
	Wastewater Collection System Technician II	6,458	7,178	Monthly
		37.26	41.41	Hourly
13	Wastewater Process Analyst (G-III)	79,144	87,942	Annual
		6,595	7,329	Monthly
		38.05	42.28	Hourly
14	Wastewater Treatment Plant Operator III	82,430	91,603	Annual
	Wastewater Collection System Technician III	6,869	7,634	Monthly
	Wastewater Lift Station Maintenance Technician	39.63	44.04	Hourly
15	Wastewater Process Analyst (G-IV)	84,094	93,434	Annual
		7,008	7,786	Monthly
		40.43	44.92	Hourly
16	Lead Wastewater Treatment Plant Operator	87,402	97,094	Annual
	Lead Wastewater Collection System Technician	7,284	8,091	Monthly
		42.02	46.68	Hourly
17	Wastewater Instrument & Control Technician	98,966	112,112	Annual
		8,247	9,343	Monthly
		47.58	53.90	Hourly

E Table

RANGE	CLASSIFICATIONS	STEP 1(A)	STEP 2(B)	
11	Engineering Tech 1	74,214	82,430	Annual
		6,185	6,869	Monthly
		35.68	39.63	Hourly
12	Engineering Tech 2	79,144	87,942	Annual
		6,595	7,329	Monthly
		38.05	42.28	Hourly
13	Engineering Tech 3	85,758	95,285	Annual
		7,147	7,940	Monthly
		41.23	45.80	Hourly
14	Engineering Tech 4 GIS/CAD Coordinator	92,331	102,586	Annual
		7,694	8,549	Monthly
		44.39	49.32	Hourly
15	Engineering Design & GIS Coordinator	97,282	108,098	Annual
	Senior Construction Inspector/Bridge Inspector	8,107	9,008	Monthly
		46.77	51.97	Hourly

A.4 Beginning January 1, 2026, the City shall perform a comprehensive wage and salary analysis of all job classifications covered by this agreement. This analysis will include, but not be limited to, an examination of the wages and salaries, number of workers, volume of work, and job descriptions of water, wastewater, and engineering positions in comparable cities. The City and the Union shall meet to discuss the findings before June 1, 2026.