

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF CHENEY, WASHINGTON
AND
LOCAL 77 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
2022~~18~~-2025~~21~~

ARTICLE 1	GENERAL CONDITIONS	2
ARTICLE 2	WORK WEEK AND WORK DAY	4
ARTICLE 3	OVERTIME- CALL TIME – SHOW TIME – MEAL TIME	5
ARTICLE 4	TRANSFERS – CLASSIFICATION CHANGE	7
ARTICLE 5	APPRENTICESHIP RULES	7
ARTICLE 6	SAFETY RULES	8
ARTICLE 7	SENIORITY RULES	10
ARTICLE 8	GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 9	DRUG FREE WORK PLACE AND TESTING	13
ARTICLE 10	SICK LEAVE	14
ARTICLE 11	HOLIDAYS	17
ARTICLE 12	VACATIONS	17
ARTICLE 13	HEALTH	18
ARTICLE 14	RIGHTS OF PARTIES	20
ARTICLE 15	TERM OF AGREEMENT AND AMENDING PROCEDURE	20
ARTICLE 16	COMPENSATION	21
	• APPENDIX A	21
	• LETTERS OF AGREEMENT	23
ARTICLE 17	SIGNATURES	24

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF CHENEY, WASHINGTON
AND
LOCAL #77 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL
2022+8-20252+

A working Agreement entered into by and between the CITY OF CHENEY, WASHINGTON, hereinafter called the CITY, and LOCAL UNION #77 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the UNION.

ARTICLE 1. GENERAL CONDITIONS:

Section 1. 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 progress of the electrical industry. All will benefit by continuous peace, and by adjusting any differences which may arise by rational, common sense methods.

Section 2. The City is engaged in public service requiring continuous operation and it is agreed that the obligation of continuous service is recognized by the City and its employees who are members of Local Union #77 of the International Brotherhood of Electrical Workers.

Section 3. Any dispute arising out of the interpretation of this Agreement not settled within thirty (30) days from the time of presentation of the written notice shall be subject to arbitration as provided for herein.

Section 4. In the interest of good service and proper conduct of its business, the City retains the right to exercise discipline. Any employee covered by this agreement who has been laid off, disciplined or discharged shall be advised of the reason or reasons for such action and shall be entitled to a hearing before a joint committee appointed by equal members of the City and the Union. The Union representative shall also be advised of the reasons or reason for the action taken. Any unsettled dispute arising out of disciplinary action or discharge shall be subject to resolution under Article 1, Section 3 of the agreement.

Section 5. Nothing in this agreement shall be used to violate any legal public

requirement or safety standard. If, during the term of this agreement, laws become effective which are in conflict with this agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

Section 6. The City agrees to recognize Local Union #77 of the IBEW as the sole and exclusive collective bargaining agency for all employees of the type and classifications covered by this agreement. All regular full time employees of the City coming under classifications covered by this Agreement ~~may choose~~ ~~shall be required as a condition of employment~~ to share in the costs of maintaining and operating the Union as their collective bargaining agency. This section shall not be construed as denying the City the right to select the employees covered by this Agreement regardless of whether or not such employees are members of the Union, ~~but it is the intent of this Agreement that new employees covered by this Agreement shall become members of the union within ninety (90) calendar days after the date of their regular full time appointment.~~ An employee may also, as a choice, ~~comply with his/her obligation under this section by tendering tender~~ the full amount of union dues and initiation fees on a regular basis to the Union in lieu of formal membership, by satisfying the requirement for asserting a religious objection to payment of union dues as provided by state law, or by objecting to the Union in writing to the expenditure of monies for purposes other than those germane to collective bargaining and by following the terms of the Union's written procedure for such objections.

- a) The City agrees to deduct once a month dues and assessments certified to be current by the Treasurer of the Union from the pay of those employees who individually choose and request, in writing that deductions be made by signing an "Authorization for Payroll Deduction of Union Dues". The total amount of deductions shall be remitted by the City to the business office of the Union. This authorization shall remain in force during the term of this Agreement. The Union agrees that any changes in deductions shall be preceded by a 60-day notice.
- b) The Union shall be notified of all new employees coming into the classifications covered by this agreement. The City shall make thirty (30) minutes available to the Union Representative, or the Union's designee, a new employee orientation as it pertains to the Union.
- c) The Union will indemnify the Employer for any damages and liability arising out of any claims made against the Employer for deducting dues pursuant to this Article, including reimbursement for all legal fees, expenses

and costs incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article and give the Union the option to defend the claim on behalf of the Employer. The Employer assumes responsibility for handling a claim arising out of its own negligence.

Section 7. Employees covered by this agreement shall not be required as a condition of employment to pass through a legal picket line recognized by Local #77 of the IBEW except where there is mutual agreement that a bona fide emergency exists. Nor shall any form of discipline be brought against any employee who shall refuse to pass through such picket lines.

Section 8. Upon written authorization from an employee, the Employer agrees to deduct from the wages of that employee a sum certified as Union dues uniformly levied against all bargaining unit members each month and forward the sum to Local #77, IBEW.

Section 9. Non-Discrimination. It is the mutual intent of the City and the Union to not unlawfully discriminate in employment, promotion, discipline, or termination on the basis of race, ethnic origin, national origin, religious belief, age, sex, or mental or physical handicap. In this contract, any reference to "man," "him," or other reference to the male gender shall apply to the female as well.

Section 10. The City and the Union agree that the introduction of new technologies in the workplace may bring changes which will affect employees subject to this Agreement, and the Union agrees that its members will cooperate in the use of new equipment and the installation of new procedures and methods aimed toward more efficiency and production. Furthermore, the City and Union agree on intent to bargain in good faith, and in a timely manner, on wages, hours, and conditions as such changes take place.

SECTION 11. Members of the IBEW must establish a residence, which allows them to meet a 30 minute response time requirement under normal driving conditions. This requirement must be met within 3 months of the employees successfully completing their probationary period. The residence is not required to be within the City limits.

Section 12. In order to further promote improved communications and relations

between the parties, the City and the Union agree to establish a Labor Management Committee consisting of two (2) to three (3) representatives each.

This Committee shall meet bi-annually or when specially called by the City or the Union, to consider issues that may be brought before it by either party including contract administration, grievances, productivity, organizational and/or technology changes that may result in reduction, displacement or substantial job changes for bargaining unit employees and other subjects that may be appropriately addressed during the term of the Agreement.

This Committee may also monitor special projects, make joint recommendations to the Negotiations Committee, and where requested by either party, attempt to settle contract disputes where arbitration has been requested.

ARTICLE 2. WORK WEEK AND WORK DAY:

Section 1. The work week shall constitute five (5) days in sequence, Monday through Friday.

Section 2. The normal work day shall consist of eight (8) hours of work exclusive of meal time. Regular starting and quitting times shall normally be 07:00 a.m. to 3:30 p.m. The half hour from 12:00 noon to 12:30 p.m. shall normally constitute the lunch period. These times may be shifted one-half hour earlier or later, upon mutual agreement of the City and the Union.

Section 3. Designated reconnect/disconnect day regular hours shall be 9:00 a.m. – 5:30 p.m. and shall be limited to one (1) day and one (1) employee per month (30 day period). A minimum of a two (2) week notice for the designated employee and alternate shall be given before start of shift. Work scope for said shift shall be for reconnects and disconnects only.

Section 4. Alternate Work Week - Employees may be authorized to work an alternate work week subject to the following conditions:

- a) The alternate work week, if mutually agreed to, shall be May 1st thru September 30th.
- b) An alternate work week shall consist of four 10 hour working days Monday through Thursday or Tuesday through Friday.

- c) Any combination of 4-10 shifts can be utilized Monday-Friday, however, any work in excess of 10 hours per day or 40 hours per week per employee shall be at the overtime rate.
- d) For pay and benefits purposes, the alternate work week shall be considered a five day work week (40 hours) at the straight time rate. All benefits shall be administered based on the five day, 40 hour week.
- e) The rest period for employees working alternate shifts shall be 10 consecutive hours and be administered according to the provisions of Article 3, Section 8.
- f) During weeks in which a holiday is observed, the holiday shall be considered an 8 hour day and the remainder of the day, depending on the alternate schedule, can be made whole through the use of vacation time or unpaid time. 3-10 hour days with 2 hours of paid or unpaid time off is an acceptable alternative work week. The holiday may be moved to Monday or Friday by mutual agreement on the 4/10 week.

Section 5. The established headquarters for the City of Cheney Light Department shall be at the Utility Building for all of the employees covered by this agreement.

ARTICLE 3. OVERTIME - CALL TIME - SHOW TIME - MEAL TIME:

Section 1. Employees covered by this Section shall be allowed overtime at the rate of two (2) times the regular rate for all time worked other than the regular hours.

Section 2. Employees relieved from duty the first half of the day shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request on account of weather conditions.

Section 3. Employees shall receive an amount not less than two (2) hours at the overtime rate of pay each time they are called out from their homes other than regular working hours. They shall be paid the overtime rate from the time they leave their homes until the time they are returned to their homes, except no pay shall be allowed while eating or sleeping. The employees will receive a thirty (30) minute phone call overtime allowance. Any at-home, off hours, call will be compensated at thirty (30) minutes of double time pay. If an employee gets a call and has to physically respond, then the phone call time is included in the two hours call out time.

Section 4. If employees are notified before leaving their regular daily work to report for duty before or after their regular working hours, they shall be paid only from the time they report to headquarters until the time they return to headquarters, but in any event they shall be paid not less than two (2) hours at the overtime rate for this extra duty work.

Section 5. When work is extended beyond the normal work day and is congruent to the end of the day the time shall be considered overtime and paid for the amount of work only.

Section 6. When employees are ordered to report to work for a regular shift, but it is mutually agreed before the beginning of such shift that weather conditions are such that the employees cannot work, they shall receive one (1) hour's pay; provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions. The City recognizes during extreme weather conditions that workers will not be required to do hazardous work on live wires except in case of emergency.

Section 7. When working on overtime work after the regular work day or when called out to work at night, Saturdays, Sundays or holidays, the City will provide or pay employees for meals unless the employee returns to headquarters on or before meal time. Meal times will be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00 a.m. Meal allowance will be \$17.00 per meal and will be paid whether or not the meal is eaten. The meal allowance will be included in the next regular paycheck.

Section 8. Employees who work four (4) hours or more during the eight (8) hour period immediately prior to the beginning of their regular shift, shall either continue at the overtime rate or be relieved from duty for not less than eight (8) consecutive hours rest. Return to work after this eight (8) hour rest period shall be required unless otherwise directed by the Supervisor. The employee will not be called back to work with less than four (4) hours remaining of the work day unless needed. The employee will be paid at the straight time rate for rest period that is concurrent with a regular work period. The employee may choose to use vacation or lose straight time as a result of taking leave after the required rest period.

aB) - An employee who works sixteen (16) or more consecutive hours including meal periods shall be entitled to a rest period of eight (8) hours, or ten (10) hours if on an alternate work week, upon completion of the work. In the event an employee continues to work or is called back during their rest period, the employee shall be paid at the overtime rate for all hours worked

until the employee has been relieved or had the appropriate rest period.

Section 9. There shall be two (2) employees on-call each week for the purposes of responding to call-outs. The following terms shall apply to those employees scheduled to be on call.

- a) Each week, there shall be two employees on-call. Employees shall rotate through a maintained list and rotation schedule.
- b) The on-call week shall be from end of shift on a Wednesday and shall continue until the start of shift of the following Wednesday.
- c) Employees are expected to be fit for duty and able to respond if called.
- d) When employees are called to respond, the employees shall be available to arrive to the headquarters approximately forty-five (45) minutes from the time called. The intent is that employees should make every effort to provide service to the customer within a reasonable amount of time and report as soon as practical.
- e) Compensation for an employee's on-call week shall be calculated at fourteen (14) hours of pay at the regular straight time Journeyman Lineman rate. If broken down to be used on a daily rate, the compensation for on-call shall be two (2) hours of pay at the straight time Journeyman Lineman rate. This compensation is only for the purpose of being on-call. Once employees are called, and employees report for duty, employees shall be paid for all hours worked in accordance with Article 3 of the Collective Bargaining Agreement.
- f) Once an employee has been engaged, and an employee reports for duty, all applicable terms of the Collective Bargaining Agreement shall apply.
- g) Employees shall be allowed to trade on-call weeks. Employees may also trade days. If no other employee is available to trade, then the scheduled employees according to the pre-determined schedule shall be on-call for their scheduled week.
 - a. If an employee makes a trade with another employee, proper notification or documentation will be provided.
- h) If an employee is unable to fulfill their standby duties, the employee will notify the Light Department Director or designee of the reason as soon as possible.
- i) An employee on standby who fails to respond to a call may be subject to corrective action or discipline.

Formatted: Font: (Default) Times New Roman, 14 pt

Employees shall not be paid for standby duty if in a call-out situation the employee is not fit for duty. Employees on standby who are called back to work shall decline call back if the employee is not fit for duty.

Section 10. When a neighboring or foreign utility or service provider requests labor resources from the City to provide mutual aid for storms, emergencies or outages, the following conditions apply:

a) Employees who are already engaged in normal shift when the request is made shall continue their normal shift at the straight time rate until the normal shift ends. After the normal shift ends, all other time shall be at the overtime rate, for the mutual aid work, until the storm, outage, or emergency is declared to be ended by the requesting Utility or the City.

b) If employees are not engaged in normal shift, and the request comes outside of hours of a normal shift, then all hours worked in mutual aid shall be at the overtime rate until the “storm, outage, or emergency” has been declared concluded by the requesting Utility or the City.

Formatted: Font: Times New Roman, 14 pt

Formatted: Font: Times New Roman, 14 pt

Formatted: Font: Font color: Auto

ARTICLE 4. TRANSFERS - CLASSIFICATION CHANGE:

Section 1. An employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment. In case of an hourly paid employee being employed at two classifications in the same half day, then that employee shall receive the highest rate of pay for the half day.

Section 2. When an employee is transferred to any position in which he has no previous experience, he shall be given a reasonable break in period with an experienced employee.

ARTICLE 5. APPRENTICESHIP RULES:

Section 1. Apprenticeship training shall be administered by the Joint Apprenticeship Committee, to be established by the City and the Union, composed of the following persons; the City Administrator or his designee, who will serve as Chair, Light Department Director, Foreman and Shop Steward. The Joint Apprenticeship Committee may adopt its operation rules and procedures so long as these do not conflict with this contract or with other City policies.

Section 2. An "Apprentice" shall mean an employee who has been appointed by the City to the position of Apprentice Lineman.

Section 3. The term of apprenticeship will normally be three years of reasonably continuous employment and experience in principal operations of the craft of lineman. The first one year of the term of apprenticeship shall be considered a trial service period. The trial service period is an extension of the selection process. Employees on trial service may be terminated entirely at the option of the City.

The Director shall promote an apprentice one pay classification upon a show of satisfactory completion of each six months of work as an apprentice if his field progress, as reported by the Foreman to the Joint Apprenticeship Committee, has been satisfactory, and if he or she has successfully passed related instruction when this instruction is available.

Section 4. An apprentice, for whom related instruction has been arranged, shall be required to enroll in this related instruction which is to be conducted as determined by the Joint Apprenticeship Committee. Time spent on such related instruction shall not be classified as hours of work and shall not be compensable.

Section 5.

a) At the end of the apprenticeship, an apprentice will be examined by the Union to determine his qualifications for journeyman. If he has been enrolled in a related course of instruction he shall be examined only after being certified by the Joint Apprenticeship Committee. When the apprentice passes his examination he shall be judged qualified for the rating of journeyman.

b) If an apprentice fails to pass his examination, he shall be given a second opportunity six months later. If he fails the second examination at this time, he shall be removed from the apprentice classification and his continued employment shall be entirely at the option of the City.

c) Promotion to the classification of Journeyman Lineman shall be only after the successful completion of related instruction, proof that the apprentice has completed the required on-the-job training hours as determined by the Joint Apprenticeship Committee, and passing of the Union examination.

ARTICLE 6. SAFETY RULES:

Section 1. The Electrical Workers Safety Rules, as promulgated by the Department of Labor and Industries of the State of Washington and as amended from time to

time, are hereby adopted and incorporated as part of these rules and regulations, as is fully set forth herein. If the Washington State Safety Code does not cover a condition, the National Safety Code will be adhered to. The minimum overhead line crew shall meet the requirements of the City of Cheney Safety Rules as well as state and federal rules. These safety rules, which are provided by the City, shall be carried in the work vehicles at all times, per Labor and Industries.

Section 2. On inspection of substation equipment of over 750 volts, no work on the equipment, with the exception of switching, shall be done unless two (2) qualified employees are present.

Section 3. Employees being called out for work outside their normal work hours may request additional help at the time of the call if they determine additional help may be needed. This does not prohibit requests for additional help once the employee has responded to the call.

Section 4. Employer agrees to replace or repair safety equipment including but not limited to: gloves, line boots, hooks, straps and belts and hand tools of employees.

Section 5. The City will provide an allowance ~~of \$500~~ per year for FR clothing funded on January 1st of each year as outlined in the preceding subsection. The allowance will be tracked by the City and purchases shall be made by the City. Purchases of FR clothing will be from FRSafety.com or other vendor by mutual agreement. Employees' FR clothing allowance balance will be capped at an amount equal to two years allowance. The City will pay for the cost of providing the City of Cheney logo on all clothing appropriate for a logo. The City will pay for all shipping and taxes on the FR clothing purchases. The City will provide FR, High Visibility vests for the members.

- a) 2022 - \$750 per year
- 2023 - \$900 per year
- 2024 - \$1050 per year
- 2025 - \$1200 per year

a) ~~FR~~ rain gear will be replaced when damaged. Damaged rain gear is to be submitted to the Light Department Director for verification. Employee will purchase High Visibility coats, jackets, and sweat-shirts when available.

b)

e) Upon hire, a new employee will receive a set of rain gear and a two-year FR clothing allowance. The first January after initial employment, the allowance will be pro-rated based on the months worked in the first year.

~~d)~~ _____

e) In the event a piece of FR clothing is damaged through no fault of the employee, the Light Department Director reserves the right to replace the item at the City's cost.

~~d)~~ _____

Section 6. Such clothing and equipment is only to be used at work. All equipment remains the property of the City upon separation from the City.

Section 7. The employee shall pay for initial testing and CDL license. The City will pay for the endorsement renewal only and not the entire license. The City will pay for the drug testing portion, in compliance with the City Drug Testing Policy. The City agrees that if the insurance does not cover the employees physicals, the employee and the City will split the cost of the physicals obtained from a mutually agreed upon provider.

Section 8. When two linemen are dispatched in overtime callout situations one of them, as designated by the department head, will be paid at the foreman rate of pay.

ARTICLE 7. SENIORITY RULES:

Section 1. The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification.

Section 2. Seniority in each classification shall be determined by length of service in each classification.

Section 3. It is understood and agreed that in all cases of promotion, transfer and demotion, the following factors shall be considered and where factor (1) is relatively equal, factor (2) shall govern; and where factors (1) and (2) are equal, factor (3) shall be used:

- (1) Knowledge, training, ability, physical fitness and work performance.
- (2) Length of department service in classification.
- (3) Length of continuous service with the department.
- (4) For reduction in force, only factors (2) and (3) above shall be considered.

In cases where two or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Length of department service on hire back shall be used in accordance with the factors as listed in this Section.

Section 4. The first twelve (12) months of employment shall constitute a probationary period, during which time seniority will not apply, except with respect to the accrual of any benefits. After the first twelve (12) months of employment all names must appear on seniority list as of the first date of employment.

Section 5 – An employee is considered at-will during their 12-month probationary period. During this period, the City or Member may terminate the employment relationship with or without cause.

ARTICLE 8. GRIEVANCE PROCEDURE and ARBITRATION PROCEDURE:

1. Scope of the Grievance Procedure: The purpose of this Grievance procedure is to establish effective machinery for the fair expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application or enforcement of the express terms of this Agreement shall constitute a grievance.
2. Either the Union or the City may process grievances against each other to alleged violations and enforce the party's respective rights. Union or City grievances shall enter procedures at Step 3 and be subject to all applicable time limits, other provisions and to mediation/arbitration.
3. Steps:

Step 1. The aggrieved employee or Union representative shall discuss the grievance with his/her immediate Supervisor within ten (10) working days of the date of the occurrence prompting the grievance or the date the employee or Union reasonably should have known of the occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or representative shall submit a written grievance to the

Supervisor within ten (10) working days following the Supervisor's oral response. The written grievance at this Step and all Steps thereafter, shall contain the following information:

- (1) A statement of the grievance and the facts upon which it is based;
- (2) The alleged violation of the Agreement;
- (3) The remedy or adjustment sought; and
- (4) The signature of the aggrieved employee or Union representative.

The supervisor shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this Step, and Management responses at all Steps thereafter, shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based;
2. An analysis of the alleged violation of the Agreement;
3. The remedy or adjustment, if any, to be made; and
4. The signature of the appropriate Management representative.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee or representative shall submit the grievance to the City Administrator within ten (10) working days following the Supervisor's written response. The City Administrator shall respond in writing to this grievance within fifteen (15) working days of its receipt.

The requirement in Step 3 for the written grievances and responses shall not preclude the union and the appropriate Management representative from orally discussing and resolving the grievance.

Management grievances shall be submitted to the Union. Management grievances shall be submitted within ten (10) working 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 within ten (10) working days after receipt of the City Manager's written

response at Step 3.

4 Arbitration Panel: The parties agree to timely establish a panel of three (3) standing mediator/arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel, then a list of eleven (11) names (Western States) shall be obtained from the Federal Mediation and 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.

PANEL OF STANDING MEDIATOR/ARBITERS

5 Each party may unilaterally remove one mediator/arbitrator per year as long as there is no dispute pending at the time. Mediator/arbitrator panel vacancies shall be filled as in the above paragraph.

6 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/arbitrator shall immediately convene an arbitration hearing.

7 The mediator/arbitrator shall not have power to add to, subtract from or modify the provision 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/arbitrator 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/arbitrator shall be final and binding upon the aggrieved employee, Union or City.

8 Fees and Expenses: All fees and expenses of the arbitrator shall be borne by the parties equally on a 50%-50% basis. Fees incurred by one party in the preparation or presentation of their case, such as attorneys or expert witness fees, shall be borne by that party exclusively.

Either party has the right to have a representative represent them at any Step of the Grievance Procedure.

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

Any and all grievances not timely processed in the above stated manner shall be waived, provided the above time limits may be extended by written mutual agreement.

9 Expedited Arbitration: In termination appeals, the Union may advance the grievance directly to the City Administrators step within ten (10) working days of receiving notice of the discharge.

ARTICLE 9. DRUG FREE WORKPLACE AND TESTING

Section 1. Employees are expected and required as a condition of employment, to report to work on time and in appropriate mental and physical condition for work. It is the intent of the City (and the Union) to provide and maintain a drug and alcohol free, healthful, safe and secure work environment. The Union agrees to adopt the City Drug and Alcohol Random Testing Policy as required by federal law regarding all employees required to have Commercial Drivers Licenses and agrees to random drug and alcohol tests on an on-going basis.

ARTICLE 10. SICK LEAVE

Section 1. All regular employees shall be entitled to sick leave pay at the employee's regular rate when they are incapacitated for performance of their duties as resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Additionally, to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care or any other reason or condition as defined in RCW 49.46.020 and RCW 49.76.

Family member is defined as:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;

- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Such sick leave shall be at the rate of one (1) day per month to a maximum of 120 days. If an employee is in a leave without pay status for more than 50% of the employee's normal monthly schedule, sick leave will accrue at the lower rate of one hour for every 40 hours of time worked during the month.

Employees are required to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under the city's sick leave policy as complying with RCW 49.46.210 (1)(b). If the need for paid sick leave is foreseeable, the employee will notify the City once the employee has reasonable or practicable notice of the foreseeable circumstance. If the need for paid sick leave is unforeseeable, the city requires the employee provide notice of the absence as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to the city, a person on the employee's behalf may provide notice to the city.

Section 2. Sick leave benefits shall begin with the first day of absence and continue to the maximum sick leave accumulation. Whenever an employee, off duty on a paid vacation, wishes to charge some such absence to his sick leave account, by reason of an actual disability or illness during that period, they must send prompt notice of sickness and request to the Light Department Director and conform to the requirements pertaining to paid sick leave.

For absences exceeding three days, the City may require verification that an employee's use of paid sick leave is for an authorized purpose. Verification must be provided to the City within a reasonable time period during or after the leave. The City's requirements for verification should not result in an unreasonable burden or expense on the employee. Should the employee consider the verification requirement will result in an unreasonable burden or expense, the employee will be allowed to provide an oral or written explanation to the City stating the use of paid sick leave was for an authorized purpose as defined in the city sick leave policy and how the City's verification request creates an unreasonable burden at the employee's expense. The City will consider the employee's explanation and within ten (10) business days of submission will provide the employee with alternatives for the employee to meet the verification requirement in a manner which does not result in

an unreasonable burden or expense on the employee. The City's requirement for verification will not exceed privacy or verification requirements otherwise established by law.

Section 3. Any employee covered by this agreement who is injured while on his regular job as a City paid employee and unable to return to work (if it is so determined by the Department of Labor and Industries), shall be compensated by the City in an amount equal to the difference between his regular salary and those monies paid by the State. The first three days of lost time due to an injury on the job shall be charged to sick leave. Additional lost time resulting from the same injury shall not be charged to accrued sick leave until the total amount exceeds one hundred twenty (120) working days.

After 120 working days, the City shall pay the difference between any sums received from the State, Social Security, or any other public source and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one (1) day for each working day absent. When the employee's remaining sick leave and accrued vacation leave shall have been paid, then all payments by the City shall terminate.

In the event an injured employee shall recover claims or damages from tort-fees for such injuries, the City shall be entitled to subrogation of the amounts paid by it. Such subrogation to be subordinate to the subrogation rights of the Department of Labor and Industries.

Section 4. An annual status report of accrued vacation and sick leave shall be given to each employee.

Section 5. Employees will be allowed five (5) days off with pay due to serious illness or death in an employee's immediate family. Such time will be deducted from the employee's sick leave or vacation account at the employee's discretion. The definition of immediate family shall include mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, grandparents and grandchildren, domestic partner or others residing in the employee's household as stated in the Family and Medical Leave Policy.

Section 6. Employees will be compensated in cash for one hundred percent (100%) of all accumulated sick leave up to twenty-four (24) days and twenty-five percent (25%) thereafter when they are permanently separated from employment as a result of retirement or death.

Employees with five or more years of service at the time of a permanent layoff shall also be compensated according to the above formula. The cash out shall be applicable to sick leave accrued after January 1, 1980. Employees shall be allowed to accumulate up to a maximum of one hundred twenty days (120). Sick leave taken for a bona fide illness or injury shall be taken from time first accrued. Upon reaching the maximum of one hundred-twenty (120) days, any days over the maximum will be credited to vacation time at the rate of one day (1) for every four (4) days accumulated. The city will buy back up to three (3) days vacation per year under this program.

PERS I employees will be compensated as follows. PERS II employees shall be compensated by the method described above.

In the event of separation due to death or retirement an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. The remaining sick leave accumulation shall be compensated for one hundred percent (100%) of all accumulated sick leave less that accumulated during the highest consecutive twenty-four (24) months of compensation up to twenty-four (24) days and twenty-five percent (25%) thereafter when they are permanently separated from employment as a result of retirement or death.

ARTICLE 11. HOLIDAYS:

Section 1. Paid holidays shall be as follows: (1) New Year's Day; (2) Martin Luther King Jr. Day, (3) Presidents' Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veterans Day; (8) Thanksgiving Day; (9) Day after Thanksgiving; (10) Christmas Day; (11 & 12) two (2) floating holiday; and any other days officially designated by the City as a holiday. When one of these recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and when such a holiday falls on Sunday, the Monday following shall be observed as the holiday.

Section 2.

Longevity - As a reward for years of service to the city, employees reaching the

stated milestones below will receive additional annual floating holidays on the following schedule:

20-24 years of service	1 additional floating holiday/year
25-29 years of service	2 additional floating holidays/year
30-34+ years of service	3 additional floating holidays/year
<u>35-39 years of service</u>	<u>4 additional floating holidays/year</u>
<u>40+ years of service</u>	<u>5 additional floating holidays/year</u>

As with other floating holidays these are a use it or lose it benefit.

ARTICLE 12. VACATIONS:

Section 1. Vacations with pay. Regular full time employees who have been employed for six (6) consecutive months or more shall be entitled to vacation with pay according to the schedule provided by The City of Cheney Personnel Rules and Regulations adopted by the City Council June of 1994. Vacations shall accumulate from date employee becomes full time. The vacation schedule in the labor agreement shall be as follows:

YEARS OF SERVICE	DAYS PER MONTH	HOURS PER MONTH
0-4	1	8
5-9	1 1/4	10
10-14	1 1/2	12
15-19	1 3/4	14
19 & MORE	2	16

No more than three (3) vacation days may be taken during the first six months of employment. No vacation or sick leave shall accrue during a leave of absence without pay.

Section 2. Vacation time may be deferred and taken during the subsequent year; provided, however, that such vacation time may not exceed thirty (30) days.

Section 3. Once an employee has concluded employment with the City, the employee's vacation accrual amount shall be paid in full (including amounts exceeding any cap amount up to forty (40) hours during the calendar year) to the employee. The employee shall have the option of a lump sum payment due on the

employee's final payroll or the option of the lump sum amount being deferred into the employee's VEBA account.

ARTICLE 13. HEALTH

Section 1A. The Employer and the employees shall share in the medical insurance premium. The employer will pay 85% of the premium and the employee will pay 15% of the premium for the life of this agreement, up to full family coverage premium as applicable.

- a) If, during the life of this agreement, the insurance carrier increases cost of premiums the employer will pay 85% of the new premium and the employee will pay 15% of the premium.

Formatted: Font: 14 pt

—The City does provide for opting out of insurance provided the employee shows proof of other coverage. If any bargaining unit in the City of Cheney is granted compensation for opting out in the form of a VEBA contribution or other remuneration this compensation will also be granted to members of this bargaining unit. The Union and the City understand that rate increases and plan changes are made by the provider. The Union also understands that in order to offer retiree medical insurance, the City must remain with the AWC for its primary medical plan. If there are planned changes in co-pays or coverage in the insurance plans, the City agrees to notify the Union immediately and to meet with the Union to discuss plan options.

b)

Section 2B. For the term of this contract, the City will provide ninety (90) day Long Term Disability (LTD) through the AWC program.

Section 3C. For the term of this contract, the City will provide life insurance in an amount equal to twice (2 times) the employee's annual salary, rounded to the nearest thousand dollars, under the AWC plan.

Section 4D. The City currently provides Delta Dental Plan J with the Ortho Plan III through the Association of Washington Cities Benefits Trust. The City will pay 85% of the premium and the employee will pay 15% of the premium for the life of this agreement, up to "full family" coverage premium as applicable.

For the term of this contract, the City will provide;

~~Family dental insurance under the AFSCME Plan VIII coverage with the employer paying 100% of the premium, or
The City may offer alternative Dental Plans to its employees upon the terms and conditions agreed to from the result of negotiating and mutual agreement. The City may change Dental providers so as long as the provisions of the current and agreed upon Dental Plan are the same or greater than of the current agreed to plan. Per the term of this agreement, the employees agree to have a cost share of the plan negotiated at 85% employer premium paid and 15% employee premium paid for the agreed to plan.~~

Section 5E. For the term of this contract, the City will provide family optical insurance under the AWC Vision Service Plan.

Section 6F. For the term of this contract, the City will provide an Employee Assistance Program (EAP).

Section 7.G. The City will make contributions to an Employee VEBA account at the following rate each year of the contract for all IBEW employees:

- Effective 01/01/22 - \$110 per month
- Effective 01/01/23 - \$120 per month
- Effective 01/01/24 - \$125 per month
- Effective 01/01/25 - \$130 per month
- ~~Effective 01/01/18 - \$60 per month~~
- ~~Effective 01/01/19 - \$80 per month~~
- ~~Effective 01/01/20 - \$90 per month~~
- ~~Effective 01/01/21 - \$100 per month~~

~~Should the City's financial situation deteriorate to the point where the VEBA contribution is unfeasible, the City reserves the right to invoke an opener to discuss the level of VEBA contribution in the final year of the contract (2021).~~

Section 8. Beginning January 1, 2022, the City of Cheney is required to deduct a

new employee paid premium of \$.58 per \$100 of earnings (this rate is determined and subject to change by the State) to fund the Long-Term Securities and Support Trust Act through the WA Cares Fund. Employees were offered an opt-out of the program by providing verification of an approved long term care policy. Employees must provide their exemption letter to the Human Resources office to be excluded from paying the premium. New bargaining unit employees are required to provide an exemption letter to human resources office to opt-out of the LTC program.

Section 9 Effective January 1, 2019 the Washington State legislature put in place a mechanism to begin to collect revenue for a new State Paid Family and Medical Leave Benefit/Insurance Program for employees with benefits to commence effective January 1, 2020. The premium payment as set forth by the State legislature as amended from time to time. Each party of this agreement shall pay into the trust the amount required

ARTICLE 14. RIGHTS OF PARTIES

Subject to the limitations stated in this agreement, or in any other agreement between the City and the Union, the City retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner. Nothing herein is intended to diminish the obligation of the City to bargain with the Union nor will this section operate to diminish the rights of any employee or group of employees covered hereby. In the event the City shall sell, transfer, or otherwise dispose of its operations covered by this agreement, or cause such operation or any part thereof to be merged, or consolidated, with such sale, transfer, disposition, merger, or consolidation, the City shall request that the purchaser assume all the terms and conditions of this agreement (or make provision for equivalent or superior terms and conditions to the best of its ability) and shall encourage retention of all members of the union then employed in such operation.

ARTICLE 15. TERM OF AGREEMENT AND AMENDING PROCEDURE:

Section 1. This agreement shall be in effect from January 1, 2022~~18~~ and will remain in effect until December 31, 2025~~21~~. During negotiations, the contract will remain in effect; PROVIDED, HOWEVER, the contract shall not remain in effect for any period longer than permissible under applicable law.

Section 2. Without giving written notice of termination, this agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive. Any changes or amendments to this agreement shall be in writing and duly executed by the parties hereto.

Section 3. It is the intent of the parties hereto that this contract is closed to further consideration of wages, benefits and conditions of employment during the life of the agreement. 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. The parties acknowledge that each has had the unlimited right and opportunity to make 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 the contract.

ARTICLE 16. COMPENSATION

Section 1. The Salary Ordinance, when adopted by City Council for employees covered by this agreement is and shall be as set forth in Appendix "A" attached hereto and made a part of this agreement. Compensation shall be in accordance with the hourly rates set forth in "A."

Appendix A
Light Department 2022-2025

<u>Section 1</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Classification</u>	<u>3.5%</u>	<u>4%</u>	<u>4.5%</u>	<u>4%</u>	<u>4%</u>
<u>Foreman</u>	<u>113.5%</u> <u>\$ 56.16</u>	<u>\$ 58.41</u>	<u>\$ 61.04</u>	<u>\$ 63.48</u>	<u>\$ 66.02</u>
<u>Crew Foreman</u>	<u>107%</u> <u>\$ 52.94</u>	<u>\$ 55.06</u>	<u>\$ 57.54</u>	<u>\$ 59.85</u>	<u>\$ 62.24</u>
<u>Lineman</u>	<u>100%</u> <u>\$ 49.48</u>	<u>\$ 51.46</u>	<u>\$ 53.78</u>	<u>\$ 55.93</u>	<u>\$ 58.17</u>
<u>Apprentice</u>					
<u>Lineman</u>					
<u>5th Level</u>	<u>95%</u> <u>\$ 47.00</u>	<u>\$ 48.89</u>	<u>\$ 51.09</u>	<u>\$ 53.13</u>	<u>\$ 55.26</u>
<u>4th Level</u>	<u>90%</u> <u>\$ 44.53</u>	<u>\$ 46.31</u>	<u>\$ 48.40</u>	<u>\$ 50.34</u>	<u>\$ 52.35</u>
<u>3rd Level</u>	<u>85%</u> <u>\$ 42.06</u>	<u>\$ 43.74</u>	<u>\$ 45.71</u>	<u>\$ 47.54</u>	<u>\$ 49.44</u>
<u>2nd Level</u>	<u>80%</u> <u>\$ 39.59</u>	<u>\$ 41.17</u>	<u>\$ 43.02</u>	<u>\$ 44.74</u>	<u>\$ 46.54</u>
<u>1st Level</u>	<u>75%</u> <u>\$ 37.11</u>	<u>\$ 38.60</u>	<u>\$ 40.34</u>	<u>\$ 41.95</u>	<u>\$ 43.63</u>

Meter Tech

<u>5th Level</u>	<u>100%</u>	<u>\$ 49.48</u>	<u>\$ 51.46</u>	<u>\$ 53.78</u>	<u>\$ 55.93</u>	<u>\$ 58.17</u>
<u>4th Level</u>	<u>95%</u>	<u>\$ 47.00</u>	<u>\$ 48.89</u>	<u>\$ 51.09</u>	<u>\$ 53.13</u>	<u>\$ 55.26</u>
<u>3rd Level</u>	<u>90%</u>	<u>\$ 44.53</u>	<u>\$ 46.31</u>	<u>\$ 48.40</u>	<u>\$ 50.34</u>	<u>\$ 52.35</u>
<u>2nd Level</u>	<u>85%</u>	<u>\$ 42.06</u>	<u>\$ 43.74</u>	<u>\$ 45.71</u>	<u>\$ 47.54</u>	<u>\$ 49.44</u>
<u>1st Level</u>	<u>80%</u>	<u>\$ 39.59</u>	<u>\$ 41.17</u>	<u>\$ 43.02</u>	<u>\$ 44.74</u>	<u>\$ 46.54</u>

Meter Serviceman

<u>80%</u>	<u>\$ 39.59</u>	<u>\$ 41.17</u>	<u>\$ 43.02</u>	<u>\$ 44.74</u>	<u>\$ 46.54</u>
------------	-----------------	-----------------	-----------------	-----------------	-----------------

Meter Reader

<u>2nd Step</u>	<u>68%</u>	<u>\$ 33.64</u>	<u>\$ 34.99</u>	<u>\$ 36.57</u>	<u>\$ 38.03</u>	<u>\$ 39.56</u>
<u>1st 1000 Hours</u>	<u>63%</u>	<u>\$ 31.17</u>	<u>\$ 32.42</u>	<u>\$ 33.88</u>	<u>\$ 35.24</u>	<u>\$ 36.65</u>

Groundman/Truck Driver

<u>4th Step</u>	<u>85%</u>	<u>\$ 42.06</u>	<u>\$ 43.74</u>	<u>\$ 45.71</u>	<u>\$ 47.54</u>	<u>\$ 49.44</u>
<u>3rd Step</u>	<u>80%</u>	<u>\$ 39.59</u>	<u>\$ 41.17</u>	<u>\$ 43.02</u>	<u>\$ 44.74</u>	<u>\$ 46.54</u>
<u>2nd Step</u>	<u>75%</u>	<u>\$ 37.11</u>	<u>\$ 38.60</u>	<u>\$ 40.34</u>	<u>\$ 41.95</u>	<u>\$ 43.63</u>
<u>1st Step</u>	<u>70%</u>	<u>\$ 34.64</u>	<u>\$ 36.02</u>	<u>\$ 37.65</u>	<u>\$ 39.15</u>	<u>\$ 40.72</u>

Appendix A

Light Department, 202218-202521

Section +	2017	2018	2019	2020	2021	
Class	2.75%	3.50%	3.25%	3.50%	3.50%	
Foreman	113.50%	\$49.06	\$50.78	\$52.43	\$54.26	\$56.16
Crew Foreman	107%	\$46.25	\$47.87	\$49.42	\$51.15	\$52.94
Lineman	100%	\$43.22	\$44.73	\$46.19	\$47.80	\$49.48
Apprentice Lineman						
5th Level	95%	\$41.06	\$42.50	\$43.88	\$45.41	\$47.00
4th Level	90%	\$38.90	\$40.26	\$41.57	\$43.02	\$44.53
3rd Level	85%	\$36.74	\$38.03	\$39.26	\$40.64	\$42.06

- Formatted: Left
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control
- Formatted: Space After: 16.2 pt, No widow/orphan control
- Formatted: Left, Space After: 16.2 pt, No widow/orphan control

The City will match the employee's contribution up to the listed percentages of wages.

3.52-75%	3.52-75	3.753-0	3.8953-25	4.03-5%
	%	%	%	

*The City agrees to review and consider the State of Washington's DSP program as a provider for employee deferred compensation.

Formatted: Left

Section 3
Letters of Agreement

To: IBEW
From: City of Cheney
Date: December 6, 2013
RE: LOA Fixed Network

The City of Cheney desires to implement a Fixed Network for reading electric meters in the near future. This Letter of Agreement represents how the City proposes to implement and operate the system.

Union members will be trained on installation and troubleshooting of repeaters and antennas and will be responsible for maintenance of these devices moving forward. These duties will be added primarily to the Meter Technicians position.

Union members and City Staff will be responsible for developing accurate meter inventory lists too provide to ITRON. Union members and Staff will be responsible for accurate GPS positions for use with inventory list.

New meter installs and meter change outs will be initiated by union members. Union members and City staff will collectively be responsible for updating existing meter inventory to ITRON in a timely manner.

Union members and City Staff will be trained on retrieval of information from ITRON website.

City staff will be trained to use the website to answer customer questions concerning their bills and if unable to satisfy the customer will forward these issues to union members.

Union members and primarily City staff will use the ITRON website to obtain meter readings for the purpose of transferring a meter account from one customer to another. This will ensure that there is no increase of positions in either department.

All physical electric meter disconnects, reconnects and all current disconnect devices will remain the work of the IBEW.

Union members and City Staff will be trained on setting up monitored meter groups for purposes of determining consumption on disconnected meters and other unusual situations.

All field work investigating abnormal meter readings will be the work of the IBEW.

Once a month ITRON will download a file for billing purposes to the City of Cheney. All meter reads not collected by the Fixed Network will be collected by Union members.

The intent of using a Fixed Network for obtaining meter reads is not to reduce hours or positions of the Union, but to free up time that the Meter Technician can devote to higher skilled tasks.

ARTICLE 17. SIGNATURES

SECTION 1. This Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers.

DATED THIS 29th DAY OF January 2022+8.

|

SIGNED FOR IBEW LOCAL #77

SIGNED FOR THE CITY OF CHENEY

|

~~Rex Habner~~
Business Manager

Chris Grover
Mayor

Mike Brown
Assistant Business Manager

Mark Schuller
City Administrator

Tentative Agreement