

AGREEMENT

by and between

CITY of BLAINE, WASHINGTON

and

**INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE
WORKERS,
DISTRICT LODGE 160 LOCAL LODGE 2379**

(Non-Uniformed Managers Unit)

January 1, 2023 - December 31, 2025

Contents

Article 1 Union Recognition:	1
Article 2 Management Rights:	1
Article 3 Union Dues Deduction:.....	1
Article 4 Non-Discrimination:	3
Article 5 Employee Classification:	3
Article 6 Observed Holidays:	4
Article 8 Sick Leave:	5
Article 9 Bereavement Leave:	7
Article 10 Jury Duty, Witness Leave:	7
Article 11 Military Leave:	7
Article 12 Administrative Leave Pending Investigation:	7
Article 13 Leaves of Absence:	7
Article 14 Wages-Deferred Compensation:	8
Article 15 Wages and Cost of Living Increase:.....	8
Article 16 Retirement Benefits:	8
Article 17 Health & Welfare Insurance Benefits:	8
Article 18 Worker's Compensation:	9
Article 19 Seniority:	9
Article 20 Discipline/Discharge:	9
Article 21 Grievance Procedure:.....	9
Article 22 Tuition Reimbursement:.....	11
Article 23 Boot Allowance:	12
Article 24 Savings Clause:.....	12
Article 25 Termination Clause:.....	12
Article 26 Existing Benefits:	12
Article 27 Civil and Criminal Coverage:	12
Article 28 Court Employees:	13

This agreement is made this 1st day of January, 2023; by and between the City of Blaine, Washington, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers District Lodge 160, hereinafter referred to as the Union.

Article 1 Union Recognition:

The City recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time personnel in managerial positions, excluding the City Manager, all Department Directors, Deputy City Manager/City Clerk, Engineering Program Director, and all Police Department supervisors.

Article 2 Management Rights:

2.01 Management Rights. Any and all rights concerned with the management operations of the City and its departments are exclusively that of the City unless otherwise provided by the terms of this Agreement. These rights include, but are not limited to the right to:

- A. adopt reasonable rules for the operation of a department and the conduct of its employees; provided, however, that this Agreement will control in the event of any conflict between the provisions of such rules and this Agreement, civil service rules or applicable law;
- B. discipline or discharge according to the provisions herein;
- C. determine and control the City's budget;
- D. assign work and determine the duties of employees;
- E. schedule hours of work;
- F. determine the number of personnel assigned to duty at any time;
- G. determine the size, composition, and direct the work force;
- H. determine the method, technological means, number of resources and types of personnel by which work is performed by the City;
- I. establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions; and
- J. hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- K. effect a layoff;
- L. determine reasonable performance requirements, including quality and quantity of work;
- M. determine training needs and methods of training, and train employees;
- N. any such other rights as are normal to municipal corporations and not expressly limited by this agreement, civil service rules or applicable law.

The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

Article 3 Union Dues Deduction:

The Union will notify the City of its initiation fees and dues. Upon receipt of a written and signed form from the employee authorizing payroll deduction, the Employer will deduct each month Union dues and initiation fees from the employee's wages. The amount deducted shall be mailed each month to the Union (International Association of Machinists and Aerospace Workers District Lodge 160). Accompanying said monies shall be a list showing names of each employee and the actual amount to be credited to their account, or in the case of agency shop equivalent, verification of monies sent to the charitable organization.

In order to cancel the payroll deduction, an employee must file a written notice to the Employer, fifteen (15) calendar days prior to the effective date of such cancellation. Such cancellation will take

effect with the first full pay period following the effective date.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating grievances, and ascertaining that the Agreement is being adhered to: provided that there is no interruption of the Department's working schedule and with prior approval of the City Manager or designee. Official, authorized members of the Union may be granted reasonable time off without pay to attend Union sponsored educational conferences; provided, however, that such attendance shall not result in additional expense to the Department or cause disruption of the normal flow of work. All requests for such leave shall be made at least fourteen (14) calendar days prior to the event and are subject to approval by the City Manager or designee.

Non-Member Employees: All bargaining unit employees may voluntarily choose to join the union, or may decline to join the Union. If a member chooses to resign from the Union, that decision will be effective immediately upon the employee's providing written notice to the Union. Bargaining unit employees who decline to join, or resign from, the Union may either agree to become agency fee payers to support the costs associated with union representation, or may choose to be nonmembers who offer no financial support to the Union.

Dues or Fees Check-Off: Employees that choose to become either union members, or union agency fee payers, may also agree to have the Employer withhold monthly union dues or servicing fees from their paychecks.

If a represented employee informs the Employer that they are having fees improperly withheld from their paycheck, the Employer shall immediately inform the Union of this communication, and the Union within five business days shall either provide the Employer with documents establishing that the check-off is legitimate as set out in this Agreement, or shall inform the Employer to stop withholding union fees for that employee. If the Union does not provide the required documentation within the time period set out above, the Employer shall stop withholding dues or fees until such time as the Union provides the required documentation.

Indemnity: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any and all other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon documents or cards or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

Article 3A Meeting with Newly-Hired Employees:

1. Application

This section of the Agreement concerns the Union's right to meet with new employees. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and as defined in Article 1. Such right to meet exists regardless of whether the newly hired employee was previously employed by the Employer.

2. Notice and Access

- a. **Written Notice:** The Employer shall provide the Union written notice of, and access to, newly hired employees as set forth in this Agreement. It is the Parties' intent that the Employer provides the Union notice of newly hired employees as promptly as possible after the first day of employment, but in no event after the third day of employment.
- b. **Single Point of Contact:** The Union agrees to provide the Employer a single point of contact, and the Employer agrees to provide the Union with a single point of contact, to implement the matters addressed in this Agreement.
- c. **New Hire Meeting:** The Employer shall provide newly hired employees 30 minutes within the first five (5) working days of employment to attend an optional meeting with the designated Union representative.

No representative of the Employer shall be present during the Union's presentation. The Shop Steward, or other bargaining unit member, shall be provided 30 minutes to attend the newly hired employee's meeting on Employer paid work time. Upon mutual agreement of the Employer and the Union additional bargaining unit members may be released from assigned duties to attend the Union's presentation.

3. Employee Information

- a. Employer Reports to Union: The Employer shall provide the Union with information for any new employee and employees in the bargaining unit, including, name, job title, department, work location, and home address. The Employer must provide this information to the Union within 30 days of hire.

Article 4 Non-Discrimination:

No employee shall be discharged or discriminated against for upholding union principles and any employee working under written instruction of the union or who serves on a committee may do so without losing employee's position and without being discriminated against for such activity. Nothing in this section shall preclude the City from administering discipline as otherwise provided in this agreement and the civil service rules.

The parties further acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act. Further, the parties do hereby agree not to discriminate on the basis of race, color, religion, sex, age, disability, national origin, or any other protected class.

Article 5 Employee Classification:

The parties agree that covered employees are "exempt employees" as defined by state and federal law (as existing on the effective date of this agreement). As such, they plan and arrange their work schedules to effectively achieve tasks and objectives. Members in this category are exempt from Fair Labor Standards Act minimum wage and overtime provisions only. Exempt employees are compensated for the value of their work product, as opposed to the number of hours required to perform their work. With City approval, an employee may design a flexible work schedule. Flexible work schedules include: 4-10 schedules, 9-80 schedules, or any other schedule that does not interfere with the objectives of the City. The City has the right to change work schedules with 30 days' notice to the employee.

New Hires will have a six (6) month probationary period during which time they may be dismissed at will, and dismissal is not subject to the grievance process. Evaluations for all new hires will be at 30, 90, and 180 days.

Employees promoted to a new position will have a thirty (30) day probation. In the event the City determines a promoted Employee cannot perform the duties of the new position, or the Employee decides they do not want the position, the Employee will return to their previous position and compensation.

Promoted employees are not considered "new hires" and their dismissal is subject to the grievance procedure.

Employee Classification	New Range
Information Specialist I/Document Coordinator	31
Community Planner I	32
Deputy City Clerk	32
Community Planner II	34
GIS Specialist	34
Public Safety Records & Administration Manager	34
Court Administrator	35
Economic Development & Tourism Coordinator	36
Public Works Foreperson	37
Senior Accountant – Contracting and Operations	37
Senior Accountant – Payroll Administrator	37
Building Official	38
Network Administrator	40
Maintenance and Operations Manager	41
Civil Engineer	42
Public Works Project Manager	42

Article 6 Observed Holidays:

Employees shall receive the following scheduled holidays observed by the City:

- | | |
|------------------------|--------------------------|
| New Year's Day | Martin Luther King's Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Veterans Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas |
| *Juneteenth | |

*Note: Juneteenth shall be implemented in the first June following the adoption of Juneteenth in all collective bargaining agreements at the City, provided they are settled by May 30 of said year. If not implemented during a particular year, employees will receive two floating holidays for said year.

In addition, employees shall receive one (1) floating holiday to be used based on a schedule proposed by the employee subject to approval by the City. Similar time off without loss of compensation is granted for any other holiday that the City Council takes specific official action to observe.

Any employee who works on a holiday due to emergency, weather events or other circumstances shall receive time off without loss of pay in lieu of the scheduled holiday(s) in an amount equal to eight (8) full working hours for each holiday worked.

Time off in lieu of holidays shall be taken at the employee's desire, with concurrence of the City. Time off in lieu of holidays shall be taken prior to the end of the calendar year following the one in which the time in-lieu was accrued.

Article 7 Vacation:

7.01 Vacation Accrual and Eligibility:

Employees shall accrue vacation leave without loss of compensation based upon years of employment:

1. Through 2 full years, 120 hours (10 hours per month);
2. Through 5 full years, 160 hours (13.33 hours per month);
3. After 5 full years, 208 hours (17.33 hours per month).

With the approval of the City Manager, the initial vacation leave bank for a new employee may be set at up to one hundred fifty-six (156) hours. If the person is a current City employee at the time of promotion, leave time shall be set at the current accrued bank amount, so that there is no loss of leave time due to promotion.

Annual vacation leave shall be accrued on a monthly basis. Employees who are hired or who separate from employment with the City within a budget year accrue vacation leave on a pro rated basis that covers the time of employment.

An employee shall only be eligible to take vacation leave when the employee's vacation leave bank contains sufficient hours to cover the employee's intended time off. Vacation leave may not be used in the month it is accrued.

7.02 Maximum Vacation Balance:

The maximum vacation leave that shall be carried forward from one calendar year to the next is 240 hours. In the event an employee has not reduced his or her vacation leave bank to the maximum allowable carryover at the end of a calendar year, excessive days are forfeited unless the City Manager grants an extension of time, in writing, beyond the end of the calendar year.

The City Manager may cash-out any balances in excess of the maximum accrual at the end of each year provided the employee has provided documented proof of the inability to take vacation due to Department requirements.

7.03 Vacation Leave Pay-Out:

Section 1:

Upon separation from City employment, accrued but unused vacation leave will be paid to the employee in a cash payment not to exceed 240 hours.

Section 2:

Employees may cash out 40 hours of accrued vacation leave on an annual basis. This one-time cash out must be the entire 40 hours, and can occur in any month; provided their remaining vacation leave balance is in excess of 40 hours.

7.04 One-Time Admin Leave:

If the union accepts this proposal in its entirety by October 14th, existing members of the union at the time of ratification will receive a one-time deposit of 40 hours of paid Administrative Leave in their leave banks on January 1, 2023.

Article 8 Sick Leave:

8.01 Accrual:

Sick leave is accrued at the rate of eight (8) hours each month. Employees may accrue up to 1,500 hours of sick leave, but an employee who does not use sick leave is not entitled to a cash out of any accrued sick leave unless and until an employee separates in good standing with at least 15 years of

continuous service to the City, in which case an employee may cash-out accumulated sick leave hours at 10% of their total value, up to the accrual limit of 1,500 hours. (For this section “good standing” means not terminated for cause.)

Notwithstanding the foregoing, if sick leave payment benefits upon termination are conferred upon any other bargaining unit within the City, covered employees shall be entitled to the same benefit.

8.02 Sick Leave Incentive:

Employees who take sixteen (16) hours or less of sick leave in a full calendar year shall have one day added to their vacation leave balance at the beginning of the following calendar year. Employees who take eight (8) hours or less of sick leave in a full calendar year shall have two days added to their vacation leave balance at the beginning of the following calendar year. Notwithstanding the foregoing, if greater sick use incentive benefits are conferred upon any other bargaining units within the City, employees covered under this agreement shall be entitled to the same benefit.

8.03 Sick Leave Donation:

Any employee covered by the labor agreement may donate a portion of their accrued sick leave to another employee of the City who has completed at least six (6) months of service, upon written notice to the donating and receiving employees’ department heads.

1. Any employee covered by the labor agreement suffering from a “serious” illness or injury and within 80 hours of exhausting their own sick leave may make one request for sick leave donations. One request is permitted during a rolling twelve-month period.
2. The receiving employee must be suffering from a “serious” illness or injury and receiving employee must have exhausted their own sick leave. “Serious” is defined to be a condition which is likely to cause the employee to take leave without pay or to terminate employment.
3. Sick leave donations are strictly voluntary. Donations shall be in increments of eight (8) hours. No employee may donate more than forty (40) hours in a calendar year.
4. No donation shall be allowed unless the donating employee’s sick leave bank immediately subsequent to the donation is two-hundred forty 240 hours or more.
5. Donated sick leave hours must be used within one hundred and eighty (180) calendar days.
6. Donated sick leave hours are excluded from the sick leave cash out provisions of the agreement.

8.04 Sick Leave Use:

Sick leave must be accrued prior to use in order to qualify for paid sick leave time off. Sick leave is available up to the amount of accrued sick leave balance days and may be used for:

1. Physical injury or illness to the employee.
2. Bona fide cases of illness, accident, or pregnancy, or in instances in which the employee must care for his or her sick or injured spouse, significant other, child or parent or for medical or care purposes or other benefits applicable under the federal Family Leave Medical Act or any other applicable provision of law or statute.
3. Medical or dental appointments for the employee or dependent child or spouse provided that the employee must make a reasonable effort to schedule such an appointment at times which have the least interference with the work day, and in the event of a child or spouse, when such appointment requires the employee's presence.
4. Use of a prescription drug that impairs job performance or safety.
5. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.

8.05 Sick Leave Notification and Documentation:

An employee who is absent or expects to be absent from work due to causes specified above is to promptly notify the City by telephone or otherwise at least one hour prior to his/her normal time of beginning the work day.

A Doctor's certificate may be required when an employee is absent for a period of three (3) or more days. The City Manager may require a person to demonstrate that he or she has sought treatment or

require other verification needed to assure that the person is fit for duty or as needed to approve paid sick leave for the absence.

8.06 Sick Leave While on Paid Leave:

An employee who becomes ill or who is injured during paid vacation may request the conversion of the vacation leave to sick leave with pay by promptly notifying the City of the illness or injury and providing information such as a doctor's certificate as is required by the City to verify the appropriateness of such a conversion.

Article 9 Bereavement Leave:

Five (5) days of bereavement leave without loss of pay are allowed for employees who suffer a death in the immediate family (spouse or domestic partner; the employee's or employee's spouse or domestic partner's parent, sibling, child, foster child, stepchild, stepparent, grandparent, grandchild, aunt, uncle; or sibling's spouse, domestic partner or child). Additional days of leave may be charged to vacation, unused sick leave, or may be taken as unpaid leave by the employee as authorized by the City Manager.

Article 10 Jury Duty, Witness Leave:

Any employee called upon for jury service or to appear as a witness before any court, tribunal, hearing board or at any other official proceeding or any official proceeding ancillary or preliminary to such a proceeding when such call to appearances arises out of the employee's official duties as an employee of the City shall advise the Employer in writing upon receipt of such call and if taken from employee's work for such service, shall be granted leave with pay without any reduction in any salary or benefits. The employee will remit to the City all pay for jury duty (except travel and meal and lodging expenses). Employees who are dismissed from jury service prior to the end of their normal workday shall report to their supervisor as available for duty as soon as practical following release from service.

Article 11 Military Leave:

A leave of absence with pay for a period not to exceed twenty-one (21) working days per year beginning October 1 through September 30 is granted for the purpose of responding to training orders as a member of the organized military reserves of the United States or the State of Washington.

Article 12 Administrative Leave Pending Investigation:

The City Manager may place an employee on paid administrative leave for circumstances which make it reasonably appropriate that the person be absent from the work place during investigation, resolution or pendency of procedures appropriate to the circumstances involving the manager or staff member. The City Manager may place other lawful and reasonable conditions upon the person on administrative leave as are deemed appropriate by the City Manager.

Article 13 Leaves of Absence:

A leave of absence without compensation may be granted by the City Manager at their sole discretion.

Article 14 Wages-Deferred Compensation:

The City will each month contribute an amount equal to five percent (5%) of gross salary to options selected by covered employees for deferred compensation and/or tax-exempt benefits made available through City policies.

Article 15 Wages and Cost of Living Increase:

The wage rates for employees covered under this agreement shall be as set forth in Appendix "A" of this agreement.

- Effective January 1, 2023, employees shall receive a 10-percent cost of living adjustment (COLA)
- Effective January 1, 2024, employees shall receive a 1-percent COLA.
- Effective January 1, 2025, employees shall receive a 1-percent COLA.

* If the union accepts this proposal in its entirety by October 14th, the 10% COLA will start on November 1, 2022, via MOU.

Article 16 Retirement Benefits:

Covered employees will be enrolled in the State of Washington P.E.R.S. for which they qualify. Contributions to the respective retirement systems by the City and each employee will be made in conformance with Federal FICA Laws and State Retirement Laws.

Article 17 Health & Welfare Insurance Benefits:

An employee has the same Health and Welfare benefits and any other insurance benefits made available to them as is granted to the represented employees employed in their department who are included in that particular system.

The City shall pay 90% of the employee, spouse, domestic partner, and eligible dependent premiums for health insurance. Employees shall pay the remaining 10% of the cost of premiums for the employee, spouse, domestic partner, and eligible dependents.

For the duration of this Agreement, the City shall pay 100% of the cost of premiums for dental and vision coverage.

The City shall not affect any change in benefits or plans without concurrence of the members of this bargaining unit. If a plan is cancelled by the provider, the City and Union shall bargain the impacts/effects when a new plan is selected. Nothing in this contract shall be construed as to limit the health care rights or benefits granted to the employees covered by this contract by nature of their membership.

Paid Family Medical Leave: Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. The Employer shall pay the required Employer share of the premium. Employees shall pay the required Employee share of the premium through payroll deduction.

The Employer agrees to continue to be a participating employer for the term of the agreement to the following unless modified as above:

- Machinist Medical Plan 14 Regence plus preventative care add-on, or Kaiser Permanente,
- Teamster Welfare Trust Vision Care,
- Teamster Welfare Trust Dental Care
- Association of Washington Cities Life (\$30,000), Long-term Disability (60%/90 day), Employee Assistance Program (EAP).

The City agrees to make available an IAM short-term disability plan to employees. The plan will facilitate premium payments by way of an employee payroll reduction.

Article 18 Worker's Compensation:

In the event of an on-the job injury resulting in time off from work for treatment and/or recuperation ("time loss"), that time will be charged to the employee's sick leave bank, if any, until the Washington State Department of Labor and Industries (L&I) has determined whether the claim is covered under the Worker's Compensation program. If the claim is covered, the employee will turn the entire time loss payment from L&I over to the City. The City will then restore the sick leave account of the employee by the amount of the time loss divided by the employee's normal rate of pay computed on an hourly basis. If and when sick leave is exhausted, this same procedure will be continued using the employee's accrued vacation, and floating holiday. When all leave balances have been depleted, the employee will retain future L&I checks as total compensation.

Article 19 Seniority:

When an employee is on layoff and a job opening occurs within the City, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.

Article 20 Discipline/Discharge:

No employee covered by this agreement shall be disciplined, suspended without pay or discharged except for just cause.

All records of disciplinary action shall be removed from the employee's personnel file according to the Washington State Records Retention Schedule.

Article 21 Grievance Procedure:

21.1 Scope of 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.

21.2 Process. Either the Union or the City may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or City grievances shall be subject

to all applicable time limits, other provisions, and to mediation/arbitration.

21.3 Resolution by Meeting. Nothing in this agreement shall preclude the right of the two parties to meet and discuss the grievance in an attempt to resolve the issue.

21.4 Preliminary Grievance Procedure. The aggrieved employee(s) who feel they have a grievance shall initially present such grievance with the employee's immediate supervisor within ten (10) business days of the date of the occurrence prompting the grievance, or the date when the employee or union became aware of the occurrence. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor or in further consultation with the Department Director.

21.5 Formal Grievance Procedure.

STEP 1: Presentation to the City Manager. If the grievance is not resolved in the preliminary grievance procedure, the Union shall have fifteen (15) business days after the date of the occurrence prompting the grievance, or the date when the employee or union became aware of the occurrence, to present the grievance to the City Manager. The written grievance at this step and at all steps thereafter shall contain the following information:

- (1) a statement of the grievance, the aggrieved employees, and the facts upon which it is based;
- (2) the alleged violation of the Agreement, including the provisions of this Agreement allegedly violated;
- (3) the remedy or adjustment sought; and

The City Manager shall respond in writing to this grievance within fifteen (15) business days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- (1) a denial of any disputed facts upon which the grievance is based;
- (2) a clear statement responding to the grievant's position;
- (3) the remedy or adjustment, if any, to be made; and
- (4) the signature of the City Manager or designee.

STEP 2: Mediation.

Mediation. If the grievance has not been satisfactorily resolved by the City Manager, the grievant shall notify the other party in writing of their desire to file for grievance mediation within fifteen (15) business days after receipt. The parties shall, within fifteen (15) business days of the request to mediate, meet for the purpose of selecting a mediator. If, within fifteen (15) business days of the request to mediate, the parties cannot agree on the selection of a mediator, either party may request a mediator be assigned through PERC.

STEP 3: Arbitration.

Arbitration. If the grievance is not resolved at mediation, the grievant or union may, by written notification, move the grievance to arbitration. If the two parties cannot agree on the arbitrator within fifteen (15) business days, then a list of seven (7) names shall be obtained from the Federal Mediation Conciliation Service, northwest panel. The parties shall alternately strike names. The party to strike first shall be determined by coin toss. Nothing herein shall prevent the parties from using mediators and/or arbitrators mutually agreed upon.

The arbitrator's decision shall be final and binding on both parties and they shall be requested to issue their decision not later than thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and City, provided that the decision does not involve action by the City which is beyond its jurisdiction, and provided further that the decision of the arbitrator does not exceed their authority.

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

- 1) The City and the Union shall share equally the fees and expenses of the mediator/arbitrator.
- 2) Either party has the right to have a representative represent them at any step of the grievance procedure.
- 3) While a grievant may be made whole, any punitive financial award shall be void and unenforceable.
- 4) Unless agreed otherwise, only one grievance will be heard at a time by an arbitrator.
- 5) Time limits described herein must be strictly adhered to. The City and the Union may agree to extend the time limits of any of the above steps only if mutually agreed to by both parties. If any of the time limits set forth above are not adhered to by the City, the grievant may move the grievance to the next step. Failure to move the grievance to the next level in a timely manner shall constitute a waiver of the grievance.

CITY GRIEVANCES shall be submitted to the Union. City grievances shall be submitted within fourteen (14) calendar days of the occurrence prompting the grievance and shall be subject to Arbitration and all other provisions in Step 3. The City shall notify the Union in writing of submission to Arbitration within fourteen (14) calendar days after receipt of the Union's written response, which shall be issued within fourteen (14) calendar days of receiving the City's grievance.

21.6 **Election of Remedies.** If the Grievant elects to resolve a grievance through arbitration, the Grievant waives any and all rights to pursue that matter through litigation or in any other forum. If the Grievant files a lawsuit or elects to pursue the subject matter of a grievance in any other form, the Grievant waives any and all rights to pursue that matter through this grievance procedure and, in that case, the Grievant cannot be required to exhaust its remedies under this Article. Nothing herein shall limit the right of a Grievant from pursuing separate violations in different forums for each violation.

21.7 **No Punitive Action.** Pending settlement of any dispute in accordance with this section, there shall be no punitive action taken by the Union or the City, such as strike or lockout unless time limits are not adhered to.

Article 22 Tuition Reimbursement:

Employees may submit written requests to the City for reimbursement of tuition, education, certification,

or training costs related to their employment. The City Manager or their designee shall review requests to determine eligibility. Such approval will be determined on a case-by-case basis and is subject to available funding. The City has the sole authority to approve or reject requests made under this section. Employees approved under this section will be required to submit documentation showing successful completion of approved coursework and the cost of associated tuition/fees/etc.

Article 23 Boot Allowance:

GIS Specialist, Planner I/II, Building Official, Public Works Foreperson, Civil Engineer, Public Works Project Manager, and Maintenance and Operations Manager shall have an annual shoe allowance in the amount of \$350 gross taxable benefit. Such allowances shall be payable in a lump sum, effective January 1st of each year to be paid in the January month end payroll not later than February 15th.

Article 24 Savings Clause:

If any Article or Section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The Articles or Sections held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement.

Article 25 Termination Clause:

At the end of this contract, all terms of this agreement shall remain in full force and effect until the effective date of a new contract, but not to exceed one year.

Article 26 Existing Benefits:

All conditions or provisions in effect which are not specifically provided for in the agreement or which have not been replaced by provisions of the agreement shall remain in effect for the duration of the agreement, unless mutually agreed upon between the City and the employee.

Article 27 Civil and Criminal Coverage:

The City shall indemnify and defend covered employees against any claim, or suit where such claim or suit arose because such employee exercises his or her authority as an employee of the City. The City shall pay on behalf of covered employee any sums which the employee shall be legally obligated to pay as a result of the employee's exercise of authority within the scope of the employee's duties and responsibilities as a City employee. The City Attorney shall make the determination of whether an employee acted within the scope of their duties. The employer shall not provide indemnity and defense for any dishonest, fraudulent, criminal or malicious act. Indemnity and defense shall not be provided for any misdemeanor or felony charge brought against an employee resulting in a final judgment of conviction. If the employee files an appeal of the criminal conviction, any grievance proceeding pursuant to this article is stayed pending a final resolution of the appeal. In the event that the disposition of the misdemeanor or felony charge is other than a conviction, the disposition in the criminal investigation and/or prosecution will not be dispositive of the City's obligation to defend and indemnify under this section, and the City shall be entitled to assert all defenses provided in this article.

Article 28 Court Employees:

Application of the terms of this Agreement to employees in the City of Blaine Municipal Court shall be subject to the discretion of the Presiding Municipal Court Judge pursuant to Washington’s General Rule 29(f).

City of Blaine

_____ **Date:** _____
David Wilbrecht,
Interim City Manager

International Association of Machinists and Aerospace Workers IAM District 160

_____ **Date:** _____
Luke Ackerson
Business Representative
IAMAW District 160

**Exempt Salary Structure Effective 1/1/2023
APPENDIX "A"
2023 COLA (reflects 10% COLA)**

STEP/ RANGE	A 12 months	B 12 months	C 12 months	D 12 months	E 12 months	F 12 months	G 12 months
30	\$5,208	\$5,419	\$5,632	\$5,859	\$6,095	\$6,339	\$6,593
31	\$5,419	\$5,632	\$5,859	\$6,095	\$6,339	\$6,593	\$6,855
32	\$5,632	\$5,859	\$6,095	\$6,339	\$6,593	\$6,855	\$7,133
33	\$5,859	\$6,095	\$6,339	\$6,593	\$6,855	\$7,133	\$7,412
34	\$6,095	\$6,339	\$6,593	\$6,855	\$7,133	\$7,412	\$7,708
35	\$6,339	\$6,593	\$6,855	\$7,133	\$7,412	\$7,708	\$8,020
36	\$6,593	\$6,855	\$7,133	\$7,412	\$7,708	\$8,020	\$8,338
37	\$6,855	\$7,133	\$7,412	\$7,708	\$8,020	\$8,338	\$8,674
38	\$7,133	\$7,412	\$7,708	\$8,020	\$8,338	\$8,674	\$9,020
39	\$7,412	\$7,708	\$8,020	\$8,338	\$8,674	\$9,020	\$9,380
40	\$7,708	\$8,020	\$8,338	\$8,674	\$9,020	\$9,380	\$9,754
41	\$8,020	\$8,338	\$8,674	\$9,020	\$9,380	\$9,754	\$10,144
42	\$8,338	\$8,674	\$9,020	\$9,380	\$9,754	\$10,144	\$10,552
43	\$8,674	\$9,020	\$9,380	\$9,754	\$10,144	\$10,552	\$10,972