# **EMPLOYMENT AGREEMENT**

By and between

CITY OF CASTLE ROCK
CLERICAL EMPLOYEES

and

**TEAMSTERS LOCAL NO. 58** 

**JANUARY 1, 2023 – DECEMBER 31, 2026** 

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#### **PREAMBLE**

This agreement made and entered into by and between the CITY OF CASTLE ROCK, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION 58, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment for all regular full-time and regular part-time employees in the positions of Police Clerk, Public Works Secretary/Meter Reader, and Deputy Clerk I and II.

#### ARTICLE 1 - UNION RECOGNITION

- 1. The Union is recognized as the sole and exclusive bargaining agent for all regular employees in the City of Castle Rock Clerical employees listed above, excluding supervisory and confidential employees, temporary and casual employees, and part-time employees who work twenty (20) hours or less per week. A regular employee is an employee who is appointed to a budgeted position for an indefinite period of time and has a normal work schedule in excess of twenty (20) hours per week.
- 2. A member in good standing shall be defined as an employee who tendersthe periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.
- 3. Upon receipt of a properly executed authorization card signed by the employee, the Employer agrees to deduct all regular union dues and initiation fees from the employee's pay that are uniformly required to maintain the employee in good standing in the Union. Such deductions are to be transmitted to the Union each month. The Union shall also indemnify the Employer and save the Employer harmless from any and all claims against the City arising out of administration of this Article includingthe amounts of union dues deducted and withheld from earnings.
- 4. Bulletin Board. The Employer agrees to supply and provide suitable space for the Union bulletin board in the work location. Postings by the Union on such board shall be confined to official business of the Union and on the Union's official letterhead or TITANS.

#### ARTICLE 2 - MANAGEMENT RIGHTS

Except as abridged by this contract, the Employer shall retain the exclusive right to
exercise the customary functions of management, including but not limited to: directing
activities of the respective departments; determining the methods of operation,
including introduction of new equipment; the right to hire, layoff, transfer, promote; to
discipline or discharge for just cause; to determine work schedules and assign work; to

establish performance objectives; to set job standards; and to evaluate performance of employees. Provided, the Castle Rock City Council shall retain the authority to negotiate all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays, health insurance, life insurance, overtime rate, call back rate and uniform allowance.

#### ARTICLE 3 - HOURS OF WORK AND OVERTIME

1. All employees shall work a regular schedule of four (4) consecutive ten (10) hour days Monday through Thursday or Tuesday through Friday with three (3) days off, two (2) of which shall be consecutive, or a regular schedule of five (5) consecutive eight (8) hour days Monday through Friday, as solely determined by the Supervisor. An employee shall be given five (5) days' notice if their regular schedule is changed, except in cases of emergency.

<u>Rest Breaks</u> - Employees shall receive one (1) fifteen (15) minute rest break on the Employer's time for each four (4) hour work period. Rest breaks shall be scheduled as near as possible to the mid-point of each four (4) hour work period.

Meal Breaks - Employees shall receive a meal break of thirty (30) minutes or one hour, to be agreed upon with the supervisor, which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. The lunch shall be paid as work if the employee must respond or is involved in an emergency project and is not able to take or complete their lunch break.

- 2. All compensable hours over eight (8) or ten (10) hours per day (depending on applicable schedule) or forty (40) hours per week shall be paid at the time and one-half (1½) rate of pay.
- 3. All overtime documented and approved by the supervisor, including call time turned in shall be compensated at the time and one-half (1½) rate ofpay or time and one-half (1½) compensatory time off at the employee's option. Compensatory time off shall be by mutual agreement between the employee and his Supervisor. An employee with more than one hundred (100) banked hours of unused compensatory time shall be paid one and one-half (1½) times his/her regular rate of pay for all overtime hours worked.
- 4. Employees shall be compensated for attendance at all City council and other City meetings at the time and one-half rate of pay for a minimum oftwo (2) hours per meeting providing the employee's supervisor or a Department Head approved the employee's attendance at the meeting.

#### ARTICLE 4 - HOLIDAYS

1. The following shall be recognized as holidays and shall be compensated for at the time and one-half (1½) rate of pay if worked:

New Year's Day	January 1st			
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January			
Presidents' Day	3 <sup>rd</sup> Monday in February			
Memorial Day	Last Monday in May			
Juneteenth	June 19 <sup>th</sup>			
Independence Day	July 4 <sup>th</sup>			
Labor Day	1 <sup>st</sup> Monday in September			
Veterans Day	November 11 <sup>th</sup>			
Thanksgiving Day	4 <sup>th</sup> Thursday in November			
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November			
Christmas Eve	December 24 <sup>th</sup>			
Christmas Day	December 25 <sup>th</sup>			
Two Floating Holidays*	At Employee's Choice			

<sup>\*</sup> The Floating Holidays shall not be paid at the time and one-half  $(1\frac{1}{2})$  rate if worked.

2. Employees shall be paid at time and one-half the hourly rate of pay for hours worked on the holiday in addition to their regular pay equal to double time and one-half the hourly rate of pay.

#### ARTICLE 5 – VACATIONS

1. All regular employees in the bargaining unit shall be granted vacation based on the number of continuous months of service completed, calculated from their date of hire. Vacations shall accrue monthly, as follows:

<b>Months of Service</b>	Amount of Monthly Accrual		
000 – 012	3.33 hours		
013 – 024	6.67 hours		
025 – 036	9.00 hours		
037 – 048	11.33 hours		
049 – 060	12.67 hours		
061 – 072	13.33 hours		

Months of Service	Amount of Monthly Accrual		
073 – 096	14.00 hours		
097 – 132	14.67 hours		
133 – 156	15.67 hours		
157 – 168	16.00 hours		
169 and over	16.67 hours		

- 2. Employees earn vacation leave accrual credits for their first month of employment if they are placed on the payroll on or before the 15th day of the month and work continuously through the rest of that month.
- 3. Terminating employees do not receive vacation leave accrual credits for the month in which they terminate unless they work continuously through the 14<sup>th</sup> of that month.
- 4. Vacation leave is not available to the employee until after having served six (6) consecutive months of employment. A re-employed or reinstated employee must also have six (6) months of continuous service before being entitled to use vacation leave.
- 5. Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) continuous months.
- 6. Vacation leave shall accumulate to a total of two hundred eighty (280) hours, after which time, if no leave is taken, no additional leave shall be credited. That is, an employee at no time shall have more than two hundred eighty (280) hours of accumulated vacation leave, except with prior approval of the supervisor, provided that all such approved time shall be used down to the maximum hours within ninety (90) days of the signed approval date. Employees must utilize up to two (2) weeks of vacation time per year if accrued. Vacation hours accrued in excess of the two hundred eighty (280) hour limit will be paid at the employee's regular rate of pay in a separate check at year end; unless the employee has requested and obtained a written approval from their department head allowing an extension period to use accrued vacation time.
- 7. All accumulated vacation leave shall be allowed when an employee leaves the employment of the City of Castle Rock for any reason, provided notice has been given. Adequate notice is defined as a written notice submitted to the Department Head at least fourteen (14) days prior to termination of employment.
- 8. In case of death, all accumulated vacation leave shall be paid to the beneficiary of the employee.
- 9. All payments of terminal leave for the unused vacation leave shall be paid as follows:
  - Accumulated vacation time shall be paid at the current rate of pay.

- At the Employer's option, payment for terminal leave shall be paid at the time of termination or paid on regular pay day as if the employee was using his/her vacation, however, in no case later than thirty (30) days after his/her last day of employment, he/she must be paid all terminal leave.
- 10. Authorized leave of absence without pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
- 11. Vacation schedules shall be posted no later than January 1<sup>st</sup> of each calendar year and all employees shall indicate their choice of vacation time on the schedule in accordance with their seniority by classification and assignment. The vacation schedule shall be completed by February 1<sup>st</sup> and seniority shall be given preference in the scheduling of vacations. Employees who fail to sign the vacation schedule by February 1<sup>st</sup> shall be scheduled on a first come, first served basis.

# ARTICLE 6 - SENIORITY, RECALL AND PROMOTION

- 1. Employees shall attain seniority after completion of their six (6) month probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit, beginning with the employee's last date of hire as a full-time employee. Seniority shall be broken by separation from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one and one-half (1½) years of the layoff. Seniority shall prevail in the scheduling of vacations as per 5.8 above.
- 2. Reduction in force shall be as follows within each department separately. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification within each department. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one and one-half (1 1/2) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.

3. The City has the following classifications in the bargaining unit:

Public Works Secretary/Meter Reader

Deputy Clerk I

Deputy Clerk II

Police Clerk I (Civil Service Position)

Police Clerk II (Civil Service Position)

The City shall give current employees priority in the filling of all positions in the bargaining unit provided the applicants are qualified to perform the work. A ninety (90) day probationary period will be required to ensure that employees are able to meet the demands of the position. Promoted employees who do not pass the probationary period shall have the right to return to their previous position and pay level with no loss of seniority.

4. The job classifications (listed in 6.3 above) are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications.

#### ARTICLE 7 - SICK LEAVE

- It is the intent by both parties to be in compliance with the Washington Paid Sick Leave
  Law but in no event will the sick leave provisions be less than the following: All full time
  employees shall accrue sick leave benefits at the rate of ten (10) hours for each calendar
  month of continuous employment. It shall accumulate to a total of seven-hundred
  twenty (720) hours.
- 2. Employees will be granted ten (10) hours of sick leave for the first month of employment if placed on payroll on or before the fifteenth (15th) of the month and if actually working continuously through the rest of the month.
- 3. All accumulated sick leave may be restored when a previously separated employee is reemployed, subject to the approval of the appointing power. Sick leave may be extended by the appointing power after all accumulated sick leave is exhausted when an employee is injured in the line of duty or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
- 4. Sick leave may be taken for any of the following reasons:
  - A) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
  - B) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
  - C) Doctor or dental appointments.

- D) Illness or injury in the immediate family (as defined in 7.9) requiring the attendance of the employee.
- E) Absences occasioned by the illness or injury of a child of the employee with a health condition as defined in WAC 296-130-020 (10). A spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or emergency condition also defined in WAC 296-130-020 (11) and (12).
- F) The need to accompany a minor child or spouse to a medical appointment.
- G) An employee's place of business, or their child's school or place of care has been closed by order of a public official for any health-related reason.
- H) An employee who qualifies for leave under Chapter 49.76 RCW Domestic Violence Leave Act.
- 5. Only working days are charged and at the rate of actual hours of leave for actual hours of absence.
- 6. At the employee's option, vacation leave may be used as sick leave when all accrued sick leave is exhausted. Sick leave may not be used as vacation leave. Any leave without pay must be approved by the Department Head or designee in advance and in writing and may result inloss of benefits.
- 7. An employee receiving industrial insurance shall not receive sick leave benefits, provided however, if such industrial disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving industrial insurance who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.
- 8. Doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he/she is absent because of illness or injury more than three (3) consecutive days.
- 9. Care of Family Members. In accordance with state law, effective January 1, 2003, and City Personnel Policy, an employee eligible for sick leave or other paid time-off, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 as amended, qualified family members are limited to spouse, children, step children, parent, parent-in-law, or grandparent.

Employees at the discretion of the Department Head or designee shall further be required to obtain a physician's verification of illness/injury when

- their illness, injury, or disability or the care of a qualified family member requires them to be absent from work for more than three shifts, in accordance with state law.
- 10. An employee who provides a minimum of two (2) weeks written notice prior to leaving employment with the City shall receive payoff of their accumulated sick leave hours upon separation at the rate of twenty percent (20%) of the employee's accumulated sick leave providing they have been employed by the City for less than eleven (11) years. Employees who have been employed by the City for eleven (11) years or more shall receive a payoff of twenty-five percent (25%) of their accumulated sick leave hours. Pay off of accumulated sick leave hours shall be at the employee's current straight time rate of pay.

Employees discharged for cause shall not be entitled to the provisions of Article 7, Section 10.

## ARTICLE 8 - EQUIPMENT

#### **UNIFORMS**

- When an employee leaves City employment, all personal equipment provided by the City shall be returned to the City. Any issues of negligence are subject to the grievance procedure.
- Effective January 1, 2014, the City will reimburse employees up to a maximum of two hundred fifty dollars (\$250.00) per year for the purchase of work apparel, boots, rain boots, or rain gear. However, work apparel purchases must be pre-approved in writing by the Public Works Director.

#### **CELL PHONE**

3. Every bargaining unit member who is requested by the City to carry their personal cell phone while on duty is eligible for a fifty dollar (\$50.00) cell phone stipend. Bargaining unit members are not required to carry a cell phone while on duty unless they have chosen to participate. The City shall determine which cell phone providers meet the needs of the City and shall notify the bargaining unit members and the Local Union, in writing, of the qualified cell phone service provider and the type of cell phone technology required to qualify for the reimbursement. A department manager approved form must accompany the timecard in the month in which the cell phone stipend is earned in order to receive the stipend through payroll.

#### ARTICLE 9 - DISCHARGE OR SUSPENSION

1. An employee shall not be discharged or suspended without cause and notice shall be sent in writing to the Union. In the event an employee is discharged or suspended

he/she may request an investigation and should such investigation establish a lack of cause, he/she shall be reinstated without loss of pay. In the event the Supervisor and the Union cannot agree on the discharge or suspension after a fair hearing the discharge or suspension may be processed through the grievance procedure.

#### ARTICLE 10 - GRIEVANCE PROCEDURE

- 1. A grievance shall be defined as an issue raised relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
- A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation or disciplinary action, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action.
- 3. Step One: Oral Discussion. Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the immediate supervisor to effect a settlement of the complaint.
- 4. Step Two: Written Submission. If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Department Head. Within ten (10) calendar days after the Department Head is in receipt of the grievance, the Department Head and Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the Supervisor shall give the Union and the grievant a written answer to the grievance.
- 5. Step Three: Appeal. If the grievance is not resolved to the Union's satisfaction at Step Two, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Withinten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
- 6. Step Four: Arbitration. The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a

list of nine (9) independent arbitrators from the Federal Mediation and Conciliation Service residing in the Pacific Northwest Region. The right to first strike from the list shall be determined by a flip of a coin.

<u>Election of Remedies:</u> Employees covered under the Castle Rock Police Civil Service Commission may elect to pursue a grievance either on to arbitration or to the Civil Service Commission but not both. Prior to appealing any grievance into Step Four, such employee must in writing declare which of the two options of appeal is preferred. This election of remedies is final and binding on the employee and the Union.

- 7. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
  - (A) In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the Arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.
  - (B) The decision of the Arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
  - (C) The cost of the Arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, that if the other party requests a copy, such cost shall be shared equally.
- 8. Time limits provided for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance within the time limit, the Union may immediately advance the grievance to the next step.

# ARTICLE 11 - HEALTH AND WELFARE

Effective January 1, 2023, the Employer agrees to remit into the Oregon Teamsters
 Employers Trust (OTET) the entire sum required by the Trust for the benefits as
 described in the present FW-L, D-6 and V-4 for medical, dental and vision during the
 term of this Agreement. Effective January 1, 2024, the Employer will pay all increases to
 premium to a maximum of six percent (6%) from the previous year. Should the
 increases exceed six percent (6%) either party may re-open the agreement for the

purposes of negotiation of wages and health and welfare only. Either party shall serve notice of such intention upon the other party within sixty (60) days of January 1, 2024.

The Employer may explore and investigate an alternative health and welfare plan that contains benefits at a reduced cost to the city, that are equal to, or greater than, the current plan. The City and the Union will meet to negotiate any changes in health and welfare.

- 2. The City will provide AWC life insurance with AD&D during the term of this Agreement to each member of this bargaining unit in the amount of fifty thousand dollars (\$50,000.00) in lieu of the ten thousand dollar (\$10,000.00) Teamster Life Insurance Policy. It is understood that the City shall pay the full cost of the AWC life insurance policy and that the policy must be equal to or greater than the previous Teamster Life Insurance Policy. The City shall be responsible to ensure that the employees are provided with uninterrupted life insurance coverage throughout the term of this Agreement.
- 3. The City shall provide all employees in this Bargaining Unit with short term disability insurance provided by Unum Short Term Disability Income Protection Plan for the term of this agreement. The disability insurance shall provide three hundred dollars (\$300.00) per week during the first thirteen weeks of total disability or illness and three hundred twenty-five dollars (\$325.00) during the second thirteen weeks of total disability or illness. The maximum period of disability benefits through the short term disability plan shall be twenty-six weeks.

#### ARTICLE 12 - BEREAVEMENT LEAVE

- 1. When a death occurs in a regular employee's immediate family, the employee may take up to three (3) working days of paid bereavement leave, one of which shall be the day of the funeral of the deceased. Scheduling of bereavement leave will be by mutual agreement between the employee and the Department Head. An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period.
- "Immediate Family" as used in this policy is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, greatgrandchildren, brothers, sisters, step-brothers, step-sisters or grandparents, or the spousal equivalent.
- 3. One (1) day shall be granted to an employee for this purpose for aunt, uncle, cousin, niece or nephew.

# ARTICLE 13 - SALARIES

1. Effective January 1, 2023, monthly salaries shall be increased by three point two-five percent (3.25%). The rates set below reflect the three point two-five percent (3.25%) increase.

POSITION	Step A	Step B	Step C	Step D
Deputy Clerk II	\$4,145.63	\$4,451.06	\$4,757.61	\$5,068.03
Deputy Clerk I PW Secretary/Meter Reader	\$4,059.18	\$4,145.63	\$4,302.84	\$4,486.99
Police Clerk II	\$4,145.63	\$4,451.06	\$4,757.61	\$5,068.03
Police Clerk I	\$3,789.69	\$4,251.18	\$4,457.79	\$4,713.81

- 2. Effective January 1, 2024, monthly salaries shall be increased by the June 2022 to June 2023 All Cities CPI-W Index with a minimum of two point five percent (2.5%) and not to exceed three point five percent (3.5%).
- 3. Effective January 1, 2025, monthly salaries shall be increased by the June 2023 to June 2024 All Cities CPI-W Index with a minimum of two point five percent (2.5%) and not to exceed three point five percent (3.5%).
- 4. Effective January 1, 2026, monthly salaries shall be increased by the June 2024 to June 2025 All Cities CPI-W Index with a minimum of three (3%) and not to exceed three point five (3.5%).

#### ARTICLE 14 - LONGEVITY

 All employees who qualify shall receive longevity premiums in addition to their salaries based on the following schedule:

Commencing the 3 <sup>rd</sup> year – 5 years longevity	+ 3% of base pay
Commencing the 6 <sup>th</sup> year – 8 years longevity	+ 5% of base pay
Commencing the 9 <sup>th</sup> year – 12 years longevity	+ 7% of base pay
Commencing the 13 <sup>th</sup> year – 19 years longevity	+ 8% of base pay
Commencing the 18 <sup>th</sup> year – 20 years longevity	+ 9% of base pay
Commencing the 20 <sup>th</sup> year or more longevity	+ 10% of base pay

# ARTICLE 15 - WORK IN HIGHER CLASSIFICATIONS

1. Employees temporarily assigned by the City to positions with a higher pay range for a period of three consecutive (3) days or more, shall be paid an additional ten percent (10%) over their base pay level for the full period worked in the temporary assignment.

#### ARTICLE 16 – WORK STOPPAGE

1. The Employer and the Union signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties or other interruptions of work. In addition, employees who engage in or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

#### ARTICLE 17 – RETIREMENT

- 1. The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System.
- 2. Effective January 1, 2023, the City shall contribute a match up to fifteen cents (\$0.15) per hour, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 14 Salaries. All contributions to be allocated to the Basic Plan.

At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to defer additional denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 hours annually. Deferrals, if any shall be effective January 1, of each contract year. All contributions to be allocated to the Basic Plan.

Effective January 1, 2023, each employee identified in Article 14-Salaries, shall contribute fifteen cents (\$0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

Effective January 1, 2024, each employee identified in Article 14-Salaries, shall contribute fifteen cents (\$0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

Effective January 1, 2025, each employee identified in Article 14-Salaries, shall contribute fifteen cents (\$0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

Effective January 1, 2026, each employee identified in Article 14-Salaries, shall contribute fifteen cents (\$0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustee's of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for within the time specific, shall be breach of this Agreement.

# ARTICLE 18 - EDUCATIONAL & CERTIFICATIONS

- 1. Education Incentive Program: The Employer shall compensate the employee an additional thirty-five (\$35.00) per month, paid monthly, for an employee who has an Associate Degree from a State accredited institution.
- 2. If the employee has or obtains a Bachelor's Degree, he/she shall be compensated a total of sixty dollars (\$60.00) per month:

Business Administration Accounting

3. Certification: Effective January 1, 2019, employees shall receive 1% above their base salary for each certification listed below or other certificates as approved by the mayor or his/her designee with a maximum of three (3) certificates:

Access Level 1 Access Level 2 Terminal Agency Coordinator (TAC)

4. Effective January 1, 2019, employees shall receive the following listed amounts above their base salary for each certification listed below or other certificates as approved by the mayor or his/her designee, with a maximum of three (3) certificates:

Certificate	Amount \$ 50.00 per month		
Municipal Clerk			
Public Notary	\$ 0.15 per hour		
Building	\$ 0.25 per hour		
Planning	\$ 0.25 per hour		
Public Disclosure	\$ 0.50 per hour		

#### ARTICLE 19 - DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 2023, to and including December 31, 2026 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. The City and the Union agree to a re-opening of the Agreement on December 31, 2024 and December 31, 2025 for the purposes of negotiation of wages and health and welfare only. Such negotiated changes shall become effective January 1 of each following year and continue through expiration of the agreement. Either party shall serve notice of such intention upon the other party at least sixty (60) days prior to December 31, 2024 and December 31, 2025.

Dated this 14th day of November 2022.

FOR: CITY OF CASTLE ROCK

FOR: TEAMSTERS LOCAL NO. 58

Paul Helenberg, Mayor

**Business Representative** 

BY: \_\_\_\_\_\_\_\_\_Carie Cuttonaro, Clerk-Treasurer

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