

# ***AGREEMENT***

*by and between*

***CITY OF TUMWATER***

*and*

***CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 252***

*January 1, 2024 through December 31, 2026*



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THIS AGREEMENT is made and entered into by and between the City of Tumwater, hereinafter referred to as the "Employer" or City, and the International Brotherhood of Teamsters, Chauffeurs, and Helpers, Local No. 252, hereinafter referred to as the "Union" pursuant to a certification issued by the State of Washington, Department of Labor and Industries, covering the employee unit designated in Article I, herein.

## ARTICLE 1

### ***Section 1. MAINTENANCE OF STANDARDS***

The City agrees that all written conditions of employment in its individual operation relating to wages, hours of work, overtime differentials, general working conditions, benefits, and job security provisions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

### ***Section 2. BARGAINING UNIT AND RECOGNITION***

- a. The City recognizes that according to law, Teamsters Local Union No. 252 has the right to bargain for all employees of the City of Tumwater, in the Operations Division of the Transportation and Engineering Department and Water Resources and Sustainability Department, the Fleet Maintenance Program (FMP) maintenance shop, with the exception of managers or supervisors.
- b. The Employer recognizes the Union as the exclusive bargaining representative for all permanent full time and regularly scheduled part time employees for the unit for which the Union was certified by the Department of Labor and Industries in Case Number 0--1493, dated 10/18/73.

## ARTICLE 2

It is hereby agreed by the parties signatory hereunto that it has been and will continue to be in their best interests to promote and encourage areas of understanding and cooperation in Labor-Management relations, to promote efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City of Tumwater, to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the Employer and employees for the benefit of all.

## ARTICLE 3

### ***Section 1. UNION REPRESENTATION***

- a. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.
- b. The City shall retain the sole right to the selection of new employees. The Union may have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The union will explain that it is designated as the exclusive bargaining representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.
- c. The Union agrees to accept employees as members without discrimination as to race, color, creed, sex, sexual orientation, national origin or physical, sensory or mental disability or protected classes under the law.
- d. The Employer will provide for payroll deduction of Union dues and initiation fees (or representation fees in the case of non-members) upon voluntary written authorization by the employee. Payroll deduction authorization cards must be received by the City department by the 15th day of the month to be recognized as effective for that month. The City will transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union, and the Union shall settle all questions, and disputes between it and its members with reference to the deductions or refunds of the like without recourse to the City.
- e. The Employer will distribute one copy of this Agreement to each newly hired employee of the unit. The cost of printing this Agreement shall be equally shared between the Department and the Union.
- f. The Union agrees to supply the Employer with lists of officers of the Union and representatives and to keep such lists current. The Employer will recognize the officers and representatives, or shop stewards 10 days after receipt in writing by the Mayor of the City of Tumwater.
- g. Signatory organization will indemnify, defend, or hold the Employer or City harmless against any claims made and against any suit instituted against the City on account of any check-off of dues for the Union organization. The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof by the City.

## ARTICLE 4

### *Section 1. UNION ACTIVITY*

- a. The Union, its Shop Steward, or its members shall not collect dues or conduct Union business during working hours, except as provided herein.
- b. Prior to any proposed investigation of grievances, during working hours, the Shop Steward shall obtain permission from the Department's Operations Manager, or their designee, which will be granted unless the grievant is working on something that requires their immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.
- c. Any charges by the City which indicate that a Shop Steward is spending an unreasonable amount of time for activities per this section shall be referred to the Mayor or their designee for discussion with the Union Business Agent. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union representative, the Union Representative continues to spend an unreasonable amount of Union business time handling grievances and disputes, the City may withdraw business representative privileges from the Shop Steward to carry out those functions on Department time. It will be the responsibility of the Mayor or their designee to make this determination.
- d. There will be no more than one Shop Steward appointed by the Union for this unit.

## ARTICLE 5

### *Section 1. PREROGATIVES OF MANAGEMENT*

- a. It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that all Employer rights repose in the City. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include but are not limited to the following:
  1. To utilize the personnel, methods, and means in the most appropriate and efficient manner possible.
  2. To manage and direct the employees of the City.
  3. To hire, promote, transfer, assign, train, evaluate, or retain employees in positions within the City.

4. To establish work rules and rules of conduct.
  5. To suspend, demote, discharge, or take other appropriate disciplinary action against employees.
  6. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
  7. To determine the mission of the city and the methods and means necessary to efficiently fulfill that mission.
- b. The Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.
- c. It is agreed and understood that the rights enumerated in Article V, Section 1-a, of this Agreement are not appropriate for formal negotiation during the life of this Agreement, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Mayor, City Council, or its designee.
- d. It is understood and agreed that there exists within the City, personnel rules, policies, practices, and benefits which will continue in effect for the period of this Agreement, unless or until changed by the Employer, or as requested by appropriate laws, order, or regulations, provided the Union has had notice of the proposed changes and been given an opportunity to discuss them with the Mayor, City Council, and their designee before the proposed changes are implemented.

## ARTICLE 6

### *Section 1. BULLETIN BOARDS*

- a. The City will permit the Union to use reasonable space approved for the purpose of posting Union business matters. The following types of Union letters or announcements may be posted.
1. Notice of social affairs of the Union.
  2. Union meetings.
  3. Union elections and appointments.
  4. Results of Union election.

- b. All material listed above shall be officially identified as Teamsters Local No. 252 official bulletins.
- c. Identification of material approved for posting shall indicate the name, organization, and office or position held in the Union.
- d. The City will provide digital access to employees' vacation accrual and update at least monthly.

## ARTICLE 7

### *Section 1. GRIEVANCE PROCEDURE*

- a. Definition:

A grievance is an alleged misinterpretation of, or violation of terms and/or provisions of this Agreement.

Grievant shall mean an individual or a group of individuals or the Union with a grievance.

- b. Procedure for Processing Grievances:

- 1. Operations Manager- Step I:

The grievant may orally present a grievance to the applicable department's Operations Manager. If the grievance is not settled orally, the grievant shall refer it to the Union. The Union Business Agent shall provide a written statement of grievance to be presented to the applicable department Operations Manager within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and remedy (specific relief) requested. The Operations Manager's answer to the grievance shall include the reasons upon which the decision was based, and it shall be made in writing within ten (10) working days of the receipt of the grievance.

- 2. Mayor - Step II:

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Mayor, or their designated representative, within seven (7) working days of receipt of the decision rendered in Step I.

The Mayor or their designated representative shall arrange for a grievance meeting with the Union. Such meeting shall be scheduled within seven (7) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

The Mayor or their designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the Union within ten (10) working days from the conclusion of the meeting.

3. Mediation – Step III:

If the grievance remains unresolved after fifteen (15) working days from the date of submission of the grievance remedy from the Mayor or designee, the written grievance, as set forth in Step II, may be submitted by mutual agreement to the Public Employment Relations Commission (PERC). Mediation may be waived by written agreement of the parties.

4. Arbitration - Step IV:

If no satisfactory settlement is reached at Step III, the Union within fifteen (15) working days of the receipt of the Step III decision, may appeal the final decision of the employer to Arbitration. In the event an arbiter is not mutually agreed upon by both parties the parties shall jointly request Federal Mediation and Conciliation Service, Public Employment Relations Commission, or National Academy of Arbitrators to submit a list of seven (7) arbiters. Each party shall alternately strike until one name remains. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded.

The arbitrator's decision will be in writing and will set forth their finding of fact, reasoning, and conclusions on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the employer, the Union, and the grievant(s).

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

5. Jurisdiction:

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.



6. Time Limits:

Time limits provided in this procedure may be extended by mutual agreement signed by the parties. Failure of the grievant to file and/or appeal the grievance within the above stated time limits shall cause the grievance to be void unless the grievant had reasonable cause for failure to timely process the grievance.

**ARTICLE 8**

***Section 1. NO STRIKE***

- a. Under no circumstances shall the Union, its officers, its employees, or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees in the unit directly or indirectly take part in any action against or any interference with the operations of the City of Tumwater, such as strike, work stoppage, curtailment of work, restriction of productions, or any picketing. In the event of any such action or interference on notice from the City, the Union without delay shall take affirmative action as required to prevent and immediately bring about the termination of such action or interference and the Union will instruct any and all employees to immediately cease and desist their misconduct and advise them that their misconduct represents a violation of this Agreement subjecting them to disciplinary action up to and including discharge, based on Employer's decision.
- b. The City may take legal action or other redress against any individual or group of individuals who have caused damage to or loss of property. In addition, disciplinary action may be taken against the employee or employees, including discharge. It should be understood that after proper notice is provided by the Union and the City is fully satisfied that the Union has taken every recourse possible and is not furthering the cause of the action taken, and tries to prevent further action by an employee or employees, the City agrees that they will not file or prosecute for damages, the officers, or representatives of the Union or the Union as a separate entity.
- c. The City of Tumwater agrees that there will be no lockout during the life of this Agreement.

**ARTICLE 9**

***Section 1. OVERTIME***

- a. When necessary, the City may require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work.

- b. Standard work week employees in the unit shall be paid cash payment or, if requested by the employee, compensatory time for overtime at the rate of time and one-half (1 ½) for work performed. Compensatory time earned may be used only on days mutually agreed to by the employee and the City. Compensatory time may accumulate to the maximums allowed by law; provided, that any compensatory time on the books at the end of any calendar year will be cashed out at the end of the following February. Additionally, an employee may cash out accumulated compensatory time once per year upon thirty (30) days' notice. If problems arise due to the scheduling of the use of compensatory time, the parties agree to meet to further negotiate that topic.
- c. Management will determine:
  - 1. The number of employees needed to work the overtime.
  - 2. The employees within the class having the ability.
- d. All planned overtime shall be offered to employees covered by this agreement prior to offering such overtime to seasonal and/or temporary employees.
- e. Overtime work that is specific to a work crew shall be offered by seniority within the appropriate crew. If, the Employer is not able to fill the need from within the appropriate crew the overtime shall be offered to qualified bargaining unit employees by seniority. Community events which occur outside the regular work schedule will be assigned by bargaining unit seniority to those available and qualified for the overtime work.

## ***Section 2. OFF DUTY PHONE CALL***

- a. An off-duty employee contacted by the Employer or duty person to solicit information or a decision which is beneficial to the Employer shall be compensated at one (1) hour of straight time pay. To be eligible for compensation the phone call (1) must occur more than one (1) hour before or one (1) hour after the employee's scheduled shift and (2) must not be made only because an employee neglected to provide required information during normal work hours. Administrative phone calls such as checking on an employee's availability to work do not qualify for this compensation. Within the one (1) hour of off duty phone call pay, there is not limit on the number of phone calls that can be made to the off duty employee.

## **ARTICLE 10**

### ***Section 1. NON-DISCRIMINATION***

- a. No employee shall be discriminated against for upholding Union principles nor shall any employee who serves as a Shop Steward or on a committee of the Union lose their job or be discriminated against for such reasons.

- b. No employee shall receive a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement.

## ARTICLE 11

### **Section 1. SENIORITY**

- a. The principal of seniority (length of service) shall be applied in cases of layoff for lack of work and for re-hire when work becomes available. Seniority shall also apply in cases of promotion or transfer from one job to another whenever job openings exist within the bargaining unit. Ability, competency and experience being equal, seniority shall be the ruling factor.
- b. Seniority shall be broken by a layoff of one (1) year, by voluntary resignation or by discharge for just cause.
- c. Seniority may be broken by absence from work for over one (1) year due to illness or injury, except in the case of industrial accident seniority shall not be broken by such absence from work for less than two (2) years.
- d. New employees will be regarded as probationary employees until they have completed six (6) months of service from the date of hire. Probationary employees may be discharged with or without just cause during this period.
- e. Temporary seasonal employees and maintenance interns shall not attain seniority and shall not be eligible for accrued or paid Vacation, Holiday, or Health & Welfare benefits. Any such temporary seasonal employee shall not be utilized to supplant a regular employee of the bargaining unit, nor shall such temporary seasonal employee be utilized for more than ninety (90) working days without the express written consent of the Union.

## ARTICLE 12

### **GENERAL WORKING RULES**

#### **Section 1. WORK PERIOD DEFINED**

- a. The regular work week shall be five (5) consecutive days, Monday through Friday, eight (8) consecutive hours 8:00 a.m. to 4:30 p.m., except intervals of thirty (30) minutes for meals. Lunch periods shall commence not earlier than four (4) hours nor later than five (5) hours after the beginning of the shifts. The City reserves the right to assign employees to work outside of the regular work week if the need arises.

The work period provisions above shall apply except for alternative work schedules. The Employer agrees that no changes to approved 4-10 alternative work schedules will be made for the duration of this contract.

**Section 2. REST PERIODS**

- a. Employees shall have rest periods of fifteen (15) minutes approximately in the middle of the first half and fifteen (15) minutes approximately in the middle of the second half of their working shifts.

**Section 3. SHOW UP TIME**

- a. A guarantee of four (4) hours pay shall be in effect for any employee who is called to work, but not put to work.

**Section 4. CALL OUT TIME**

- a. When an employee is called out before their regular designated starting time or after completion of a shift or on Saturday, or Sunday, or on a Holiday, a minimum of two (2) hours pay will be earned at the appropriate rate.

**Section 5. STANDBY ROTATION**

- a. All employees will be included on a weekly standby rotation roster. An employee shall not perform more than two consecutive standby duty rotations.
- b. Employees on standby will respond to emergent work situations that arise during non-working hours for a period of seven days, beginning on Thursday evening and ending on the following Thursday evening. In the event that a non-working holiday falls on a Thursday, then the time and place of the duty transfer would be mutually agreed upon by both employees, subject to Management approval. The employee on standby must be available to respond promptly and must be able to respond at any time without being impaired by drugs or alcohol. In consideration for this responsibility, the City agrees to pay employees for the seven (7) day period of standby duty, effective January 1<sup>st</sup> of each year, as follows: Effective January 1, 2024: \$400; January 1, 2025: \$410; January 1, 2026: \$420.

An additional \$40 will be paid for each holiday that falls within the 7-day standby period. Employees performing standby duty shall have the use of a City vehicle during the week and to include Saturday and Sunday.

Employees may opt out of the duty roster rotation at the beginning of each cycle. The City will allow the exchange of scheduled roster weeks between employees once the roster is set. Arrangements for any exchange of scheduled weeks are the responsibility of the

involved employees. Written requests for exchange, signed by both employees and submitted in advance, are subject to approval by Management. Upon approval of a submitted request, the responsibility for standby duty for the scheduled week is transferred in accordance with the request. Requests for exchange or relinquishment of scheduled roster weeks will only be disapproved by Management for legitimate operational needs.

### ***Section 6. MANDATORY DRUG & ALCOHOL TESTING FOR COMMERCIAL DRIVERS***

Consistent with federal regulations, employees whose positions require possession of a commercial driver's license shall be subject to mandatory drug and alcohol testing. It is understood that the testing shall include pre-employment, reasonable cause or suspicion, post-accident, random and return to duty tests as mandated by the U.S. Department of Transportation and/or the Federal Highway Administration. Discipline and/or treatment of employees found to have exceeded federal standards for drugs or alcohol shall be consistent with the City of Tumwater Substance Abuse Policy and applicable federal or state laws.

### ***Section 7. DRUG TESTING PROCEDURES***

In order to assure safety and compliance with state law, federal law and City policy, the parties agree that the City's Substance Abuse Prevention Policy shall apply with the additions and clarifications of this Section.

- a. Testing will be done by taking samples at an approved collection site or on-site testing as arranged for by the City's Designated Employer Representative (DER). All samples will be evaluated by a federally certified laboratory.
- b. Chain of evidence standards will be those which meet or exceed federal standards as prescribed by United States Department of Transportation (USDOT). Consent and release forms which meet the standards of federal law will be made available to each employee to be tested.
- c. Any alteration of consent forms, refusal to consent to testing, or refusal to cooperate fully with the collection of samples by an employee constitutes insubordination and is grounds for disciplinary action which may include termination.
- d. An employee may request a split sample test and have the second sample tested by another federally certified laboratory at the employee's own expense.
- e. Standards for laboratory processing and interpretation of results shall be consistent with those prescribed by the United States Department of Transportation. Substances to be tested shall be limited to those mandated for testing of commercial drivers by the USDOT. Thresholds for determining a positive test result shall be those mandated for testing of commercial drivers by the USDOT.

- f. Employees who voluntarily ask for assistance to deal with drug or alcohol problems and who have not violated other policies of the City, will not be subject to discipline as a result of revealing their need for treatment.
- g. An employee who tests positive for the first time, will not be disciplined beyond a written reprimand unless the employee: refuses the opportunity for rehabilitation; fails to complete a rehabilitation program successfully; has violated rules or policies of the City in a manner which otherwise justifies more severe discipline; or has, within the past two years and, with the assistance of the City, completed an approved rehabilitation program which required abstinence from use of addictive substances.
- h. For purposes of this section, the responsibility of the Lead Worker for enforcing the provision of substance abuse policies will be limited to immediately reporting any behavior that may indicate impairment to department management.

***Section 8. MANAGEMENT ASSISTANCE WITH BARGAINING UNIT WORK***

To improve efficiency and safety on the job, the Employer and Union employees recognize that management employees may assist bargaining unit employees with their tasks on a limited basis when employee safety is a concern, when employee training is being provided through direct task demonstration, and/or when the employee asks for assistance. Such assistance will be provided infrequently and will not be used in a manner which eliminates the need to hire additional employees. Except for the case of emergencies, training will not be on overtime.

**ARTICLE 13**

***Section 1. LEAVE OF ABSENCE***

- a. Any employee so desiring shall be granted a leave of absence from their position for up to 120 days without loss of previous seniority but without pay upon showing of cause satisfactory to the City. All such requests shall be made in writing sufficiently in advance of the contemplated absence. Such leave may be further extended upon the satisfactory showing of cause. Leave of absence requests shall be made while the employee is still in employment status or in a period of illness where health or other compelling reasons prompts such request and follows in a continuity with actual employment status. Leave of absence without pay shall not be allowed until all annual leave credits have been used.

***Section 2. SICK LEAVE***

- a. A total of ninety-six (96) hours of sick leave for each twelve (12) months of employment shall be allowed to accumulate at the rate of eight (8) hours for each full month of employment in the calendar year in which the employee is first employed and thereafter eight (8) hours of sick leave for each full month of employment in each successive calendar

year. When sick leave periods extend beyond three (3) days, the City may require the employee to present a certificate from a registered practicing physician, or other bona fide practitioner. Maximum carryover accrual for sick leave is nine hundred and sixty (960) hours or one hundred and twenty (120) days on January 1 from the previous year.

- b. A minimum of fifteen (15) regular days per month must be worked for an employee to receive benefits for that month. Days not worked because the employee is on paid sick leave and/or paid vacation shall be considered as days worked for the purpose of the preceding sentence. At minimum, sick leave will accrue at a rate of one (1) hour for every forty (40) hours of paid work.

Pursuant to City policy, accrued sick leave may be used for the care of domestic partners of employees. Sick leave used as part of Family Care leave shall be taken in accordance with Section 8 of this article. Temporary employees and those employees not working sufficient days to earn benefits accrual in a calendar month (fifteen (15) regular days per month) are subject to earning sick time at the rate and terms of the City's personnel policies.

- c. Sick Leave Payments Upon Retirement: Employees who separate from city service due to retirement or death shall be compensated for fifty percent (50%) of their total sick leave balance hours. Compensation shall be based upon the employee's salary at the time of separation and shall be subject to applicable withholding under state and federal law.

For the purposes of the preceding sentences, retirement shall not include vested "out-of-service" employees who leave funds on deposit with the department of retirement systems (DRS). Employees who are choosing to retire and wish to receive a sick leave payment must provide a resignation letter and appropriate documentation of their decision to retire to the city's human resources office.

- d. Sick Leave Payments Upon Voluntary Termination or Layoff: Employees shall be compensated for twenty five percent (25%) of their total unused sick leave balance at the time of separation at their regular salary rate, provided that the Employee has at least 192 hours of accrued sick leave. Employees shall be eligible for their benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.
- e. Annual Sick Leave Payment: Employees shall be eligible to receive monetary compensation for accrued sick leave as follows: In November of each year, and at no other time, employees with at least 768 hours of accrued sick leave may elect to convert the sick leave hours earned in the previous 12 month period, minus those hours used during that period, to monetary compensation at the rate of twenty-five percent and shall be based on the employees' current salary. Payment of converted sick leave shall occur in the first paycheck issued in December.

### **Section 3. BEREAVEMENT LEAVE**

In the event of a death in the family (father, mother, wife, husband, son, daughter, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner registered with the City or any relative living in household), an employee shall be entitled to a maximum twenty-four (24) hours of paid time to attend the family memorial or to secure affairs. When travel is involved, sixteen (16) hours of accumulated sick leave may be granted, to be taken from accumulated sick leave.

Up to four (4) hours paid leave will be allowed to attend the funeral of a close friend or non-qualifying relative.

#### ***Section 4. MILITARY LEAVE***

Employees enlisting or entering the military or naval services of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

Employees fulfilling their obligations with respect to the National Guard or Reserve status of the Armed Forces shall be granted a leave of absence for such purpose for the period of time not to exceed fifteen (15) days pursuant to RCW 38.40.060.

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges provided by the Act.

#### ***Section 5. JURY DUTY***

An employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City their regular wage, less such remuneration he/she shall receive as compensation for jury service.

#### ***Section 6. FAMILY AND MEDICAL LEAVE***

Pursuant to state and federal law and to City personnel policy, employees may utilize up to twelve (12) weeks of paid and/or unpaid sick and/or vacation leave for personal illnesses, or to care for a parent, child, spouse or domestic partner registered with the City with a serious medical condition. During a family and medical leave period, regardless of whether paid or unpaid leave is utilized, the employer's share of medical and dental insurance premiums will continue. Employees must follow procedures established by the City personnel policy manual for requesting and utilizing family and medical leave.

#### ***Section 7. SICK LEAVE SHARING***

Employees may be allowed to share accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and ordinance.



**Section 8. FAMILY CARE LEAVE**

- a. Pursuant to state law and to City personnel policy, employees may use any or all of the employee's choice of sick leave or other paid time off to care for a child of the employee with a "health condition" as defined in the law and policy or family member, including a registered domestic partner of the employee, or parent-in-law of the employee who has a "health condition" or "emergency condition" as defined in the law and policy.
- b. An employee may not take leave until it has been earned.
- c. Employees unable to report to work because of the need to take family care leave are to notify their immediate supervisor within one hour of the official start time, except in the case of a bona fide emergency. Use of paid leave may not be allowed, at the discretion of the supervisor, unless such report has been made.

**Section 9. PAID FAMILY LEAVE**

Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

**ARTICLE 14**

**Section 1. HOLIDAYS**

- a. All employees who have been on the payroll of the City a minimum of one (1) working day and who are available for work their regularly scheduled work day prior to and their regularly scheduled work day following the holiday shall receive pay for holidays named below regardless of which day of the week the holiday falls. All qualified employees shall be paid for such holidays, if no work is performed, at the rate of eight (8) hours at the applicable hourly rate for their classification. All qualified employees on a ten (10) hour shift shall have the option of using two (2) hours from the employee's vacation bank, compensatory time bank, or floating holiday bank to be compensated for ten (10) hours for the holiday, or to be compensated eight (8) hours for the holiday. Temporary seasonal employees are not eligible for paid holidays.

The following holidays will be recognized:

HOLIDAYS	DATES
New Years Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
Floating Holidays	Observed individually (20 hours)

Any additional state holiday declared by the Governor during the life of this agreement shall also be recognized.

- b. All work performed on any of the above holidays shall be paid for at the time and one-half (1 ½) rate plus holiday pay. When a holiday falls on a Saturday, such holiday will be observed on Friday. When a holiday falls on Sunday, such holiday shall be observed on the following Monday.
- c. Part-time employees shall be paid pro rata holidays in accordance with the number of hours regularly compensated as compared to a full month.
- d. Employees may not utilize a floating holiday until they have completed the initial probationary period.

**ARTICLE 15**

***Section 1. VACATIONS***

- a. Vacation leave with pay shall be allowed to each regular permanent employee at the rate of eight (8) hours vacation leave credit for each month of completed service. Vacation leave for all employees shall be those set forth:

<i>TIME EMPLOYED BY THE CITY</i>	<i>VACATION TIME ACCRUED PER MONTH</i>
1 – 12 months (1 <sup>st</sup> year)	9 hours per month
13 – 24 months (2 <sup>nd</sup> year)	9 hours & 40 minutes per month
25 – 48 months (3 <sup>rd</sup> & 4 <sup>th</sup> years)	10 hours & 20 minutes per month
49 – 60 months (5 <sup>th</sup> year)	11 hours per month
61 – 84 months (6 <sup>th</sup> & 7 <sup>th</sup> years)	11 hours & 40 minutes per month
85 – 108 months (8 <sup>th</sup> & 9 <sup>th</sup> years)	12 hours & 20 minutes per month
109 – 120 months (10 <sup>th</sup> year)	13 hours per month
121 – 144 months (11 <sup>th</sup> & 12 <sup>th</sup> years)	13 hours & 40 minutes per month
145 – 168 months (13 <sup>th</sup> & 14 <sup>th</sup> years)	14 hours & 20 minutes per month
169 – 204 months (15 <sup>th</sup> , 16 <sup>th</sup> , & 17 <sup>th</sup> years)	15 hours per month
205 – 228 months (18 <sup>th</sup> & 19 <sup>th</sup> years)	15 hours & 40 minutes per month
229 months & after (20 <sup>th</sup> year & thereafter)	16 hours & 20 minutes per month

- b. Continuous past service shall be included in determining the employee's length of service for vacation leave purposes. Vacation leave accrued at the time of separation from employment shall be paid.
- c. Maximum accrual of 240 hours of vacation leave to be allowed. No such leave shall be granted except at a time which will least interfere with the work of the department and unless application for such leave has been made in advance and approved by the department head or such leave is taken for Family Care leave in accordance with Article XIII, Section 8.
- d. Any regular permanent employee who is in a vacation leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to a sick leave status. Employees using sick leave in this circumstance are to notify their immediate supervisor within one hour of the official start time, except in the case of a bona fide emergency. Sick leave with pay may not be allowed, at the discretion of the supervisor, unless such report has been made. When sick leave period extends beyond three days, the City may require the employee to present a certificate from a registered practicing physician or other bona fide practitioner.

## ARTICLE 16

### *Section 1. VACATION LEAVE SCHEDULING*

- a. Employer agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it not interfere with work load requirements and schedules.
- b. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of vacation requests within the respective selection involved.
- c. Employees who desire to take their vacation at a specific period and time shall submit their request to the Operations Manager in writing prior to May 1<sup>st</sup> for the year such vacation will fall. Subject to modification due to workload requirements and schedules, the Operations Manager will compile and publish a listing by section made up of these requests by the 15<sup>th</sup> of May. Employees on said list shall have priority and shall be granted vacation insofar as possible for the time stipulated on the listing. Should it be necessary for the City to cancel a previously scheduled vacation due to emergency work load requirements, the employee's vacation so canceled will be given priority for rescheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.
- d. Vacation taken as a result of Family Care Leave shall be taken in accordance with Article XIII, Section 8.

## ARTICLE 17

### *Section 1. RESTRICTION OF LAW AND REGULATIONS*

- a. It is understood and agreed by the parties that this Agreement is subject to the Fair Labor Standard (FLSA) provisions or Department of Labor Rules and Regulations issued to implement the FLSA; to all applicable existing or future laws or regulations of the State of Washington (as amended from time to time) including rules and regulations by the City of Tumwater, which are not in conflict with the existing contract, or other agencies of government pursuant to authority granted to it by the Legislature. Wherever there is a conflict between the provisions of this Agreement and any applicable law or regulations, the provisions of the law or regulation shall govern.
- b. Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing State Laws, such decisions shall apply only to specific article, section, or portion thereof directly specified in the decision. The remaining sections or provisions shall remain in full force and effect.

## ARTICLE 18

### *BENEFITS*

#### *Section 1. MEDICAL INSURANCE*

Beginning on the first day of the first month following execution of the contract and for the remainder of the contract term, the City shall pay the composite rate to the Washington Teamsters Welfare Trust for family medical insurance coverage under Plan A including the twelve month waiver of contribution option, the \$400.00 per week time loss option, and the \$30,000 life insurance option, for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10<sup>th</sup>) day of each month.

#### *Section 2. DENTAL INSURANCE*

Beginning on the first day of the first month following execution of the contract and for the duration of this agreement, the City shall pay the composite rate under Dental Plan B to the Washington Teamsters Welfare Trust for family dental insurance coverage for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10<sup>th</sup>) day of each month.

#### *Section 3. VISION INSURANCE*

Beginning on the first day of the first month following execution of the contract and for the duration of this agreement, the City shall pay the composite rate under Vision Plan EXT to the Washington Teamsters Welfare Trust for family vision insurance coverage for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10<sup>th</sup>) day of each month.

#### *Section 4. MAINTENANCE OF BENEFITS / CHANGE IN BENEFITS*

For the duration of this Agreement, the City agrees to maintain the insurance plans provided for in this Article and to increase its maximum premium contribution in an amount to cover the required premiums, excluding the additional Kaiser self-payment (if any). The Washington Teamsters Welfare Trust reserves the right to modify benefits or eligibility for the purpose of cost-containment, cost management, or changes in medical technology and treatment.

#### *Section 5. LICENSURE, IDENTIFICATION AND EQUIPMENT*

Annually, the City will pay a boot allowance of \$350 to each employee for the purchase of heavy duty, safety-toed work boots and/or appropriate footwear that meet L&I requirements. Payment will be made in the first pay period for new employees and once each calendar year for existing employees.

Employees can participate in the laundry service provided by the City to supply work jeans. In lieu of the laundry service, annually, employees can opt to receive a yearly jeans allowance of \$300 to purchase and self-laundry appropriate work jeans. Payment will be made in the first pay period for new employees and once each calendar year for existing employees.

The City will provide required Personal Protective Equipment (PPE) and appropriate uniforms with City logo.

The City shall pay for license, certification or training required to perform the essential duties of the job. All bargaining unit employees shall be issued a City identification card and shall carry that card during work hours.

Employees are responsible for applicable taxes on allowances paid.

**Section 6. SUPPLEMENTAL RETIREMENT PROGRAM**

The City shall pay into the Western Conference of Teamsters Pension Trust on behalf of the employees, based on the employee's compensable time per the table below. The City shall divert from employee's pay per the table below.

Effective Date	Employee Portion	Employer Contribution	Total Contribution to WCTPT
January 1, 2024	\$3.15	\$.25	\$3.40
January 1, 2025	\$3.15	\$.50	\$3.65
January 1, 2026	\$3.15	\$.75	\$3.90

- a. Effective January 1, 2024, based on January 2024 hours, the City shall pay an amount equal to two dollars and sixty-five cents (\$3.40) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in lump sum not later than ten (10) days after the last business day of such month.
- b. Effective January 1, 2025, based on January 2025 hours, the City shall pay an amount equal to two dollars and ninety cents (\$3.65) per hour for each hour for which compensation to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar

month shall be remitted in lump sum no later than ten (10) days after the last business day of such month.

- c. Effective January 1, 2026, based on January 2026 hours, the City shall pay an amount equal to three dollars and fifteen cents (\$3.90) per hour for each hour for which compensation to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in lump sum no later than ten (10) days after the last business day of such month.
- d. The City agrees to abide by such rules as may be established by the Trustees of the trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of the agreement.
- e. Employees shall be permitted to voluntarily participate in City sponsored deferred compensation programs subject to federal regulations and City policies and/or practices.
- f. For the purpose of determining the required pension contributions under this article, "bargaining unit work performed" is defined as work performed by a regular employee, and excludes any work performed by a seasonal employee, with the following exception: in the event that seasonal employee is hired as a regular employee, the city will begin making contributions for the employee as of the date of regular hire and will in addition make a contribution retroactive to the employee's first day of employment as a seasonal, not to exceed five (5) years prior to the date of hire as a regular employee.

If an employee returns to seasonal status after serving as a regular employee, the City will cease making contributions; if the employee again returns to regular status, retroactive contributions will be made as set forth above for the intervening period of seasonal employment.

## ***Section 7. LONGEVITY***

In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
7 years but less than 10 years of service	\$50
10 years but less than 15 years of service	\$120
15 years but less than 20 years of service	\$160
20 years but less than 25 years of service	\$190

25 years or more years of service	\$215
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**Section 8. TUITION REIMBURSEMENT**

Employees shall be permitted to participate in the City’s tuition reimbursement program subject to the rules and procedures established by City policy.

**Section 9. LIFE INSURANCE**

Upon execution of this Agreement and for the term of the Agreement, the City agrees to pay 100% of the premium for \$20,000 of group life insurance from a provider of the City’s choice to each member of the bargaining unit.

**Section 10. TEMPORARY EMPLOYEES**

Temporary employees are not entitled to Health & Welfare benefits under Sections 1, 2, 3, and 4, above.

**Section 11. WORKER’S COMPENSATION**

- a. All occupational injuries or illness shall be reported immediately to division management and recorded in writing on the City’s Accident/Incident Report form.
- b. An employee requiring medical attention due to an occupational injury or illness is required to file a claim for workers’ compensation benefits. The L&I “Report of Industrial Injury or Occupational Disease.” claim form is obtained from a physician, clinic, or hospital.
- c. The City may require the employee to undergo an examination, at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the essential duties of the position.
- d. Absences for an on-the-job injury covered by Worker’s Compensation will be treated by the City as “kept on salary” administrative leave for up to fourteen (14) calendar days following the date of injury. The fourteen (14) calendar days must be consecutive and must immediately follow the date of injury. In the event that there is a delayed time loss benefits determination exceeding the 14-day period, the employee will be required to take available accrued leave or request leave without pay under the City’s Leave Without Pay policy. Once a determination is made, any paid leave taken that should have been kept-on-salary administrative leave will be restored to the employee. Any absence related to an on-the-job-injury must be at the written direction of the worker’s medical provider. This kept-in-salary policy does not prevent the injured worker from returning under the City’s Modified Assignment/Return to Work Policy during or after the fourteen (14) calendar day period. Should the Worker’s Compensation payment be less than an employee’s normal base wage, the employee shall have the option to utilize available leave banks to make employee whole.



- e. Absence from an on-the-job injury covered by Worker's Compensation greater than the number of days provided for in paragraph four (4) of this section may be charged to any of the injured worker's paid leave banks or to unpaid leave at the discretion of the injured worker, subject to the City Policy. However, employees covered by Workers Compensation and on unpaid leave will not have any annual actual or step increase adjustments. The injured worker's choice of the type of leave will be noted on their timesheet.
- f. After the provision of paragraph four (4) of this section have ended, and employee using paid sick leave and simultaneously receiving compensation under the Worker's Compensation Law is required to give any and all L&I time loss payments to the City's Finance Department within three (3) working days of receipt. Employees in this situation will have sick leave "buy back" calculated by the Finance Department in order to restore the amount of sick leave equivalent of time loss payment.
- g. After the provisions of paragraph four (4) have ended, an employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation law will keep both forms of payment and will have no salary or leave adjustment from the City, i.e. no "buy back".

## ARTICLE 19

### ***Section 1. WAGES (See Appendix A)***

### ***Section 2. STEP INCREASES***

Step increases will be paid from the first of the anniversary month.

### ***Section 3. WORK OUT OF JOB CLASS***

Any employee assigned to work out of classification in a higher paid job class for one half (½) of the shift or more by direction of the Employer or their designee, shall be compensated for all hours worked at the higher classification at the appropriate pay scale at a step which provides a minimum of four percent (4%) above the employee's regular rate of pay.

### ***Section 4: SHIFT CHANGES DUE TO INCLEMENT WEATHER OR EMERGENCIES***

An employee shall qualify for shift differential pay of \$2.00 per hour for the entire shift if the employee is required to work a temporary shift other than their normal start time. The Shift differential pay does not apply for hours compensated at an overtime rate. If a declared local, state, or federal emergency lasts beyond fourteen consecutive days and the temporary shift

change requires no more than a 30-minute variation in start or end time, the shift differential pay is forfeited.

### ***Section 5: PAYDAYS***

There shall be two paydays in a month. The first payday for the first half of the month will be on or before the twenty- fifth (25th) day of the month. The second payday for the second half will be on or before the (10th) day of the following month. But if the 10<sup>th</sup> or 25<sup>th</sup> falls on a non-work day, i.e., Saturday, Sunday, or a recognized holiday, the payday shall be the last work day preceding the 10<sup>th</sup> or 25<sup>th</sup>.

## **ARTICLE 20**

### ***Section 1. LIFE OF AGREEMENT***

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2024, through December 31, 2026.

- a. Prior to termination date of this contract, either party may recommend any or all parts of this Agreement be re-opened for negotiations, provided one of the parties advises the other party in writing ninety (90) days prior to the termination date of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. In the event that such notice is timely provided, negotiations shall begin not later than sixty (60) days prior to the anniversary date of this contract. The Union agrees to submit written proposals to the City by November 1<sup>st</sup>.
- b. This Agreement shall remain in full force and effect during the period of negotiation until notice of termination of this Agreement is provided.
- c. Should neither party of this Agreement receive written notice requesting negotiations ninety (90) days prior to the expiration date of the contract, the Agreement shall be considered to have been re-negotiated for twelve (12) months.
- d. This Agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.

**ATTACHMENT A**

CITY OF TUMWATER SALARY SCHEDULE  
TEAMSTERS LOCAL 252

**Effective January 1, 2024, Hourly Wages**

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	<b>100%</b>
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

**After Supplemental Retirement Contribution**

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	37.97	39.65	41.32	43.00	44.68
Maintenance Technician III	34.61	36.29	37.97	39.65	41.32
Maintenance Technician II	32.09	33.77	35.45	37.13	<b>38.81</b>
Maintenance Technician I	28.74	30.41	32.09	33.77	35.45
Electrician (Senior)	42.58	44.26	45.94	47.62	49.39
Signal Tech II (Senior)	42.58	44.26	45.94	47.62	49.39
Fleet Tech	33.77	35.45	37.13	38.81	40.48
Fleet Tech II (Senior)	35.45	37.13	38.81	40.48	42.16

7.25% Increase

2024 Teamsters Pension supplemental retirement rate: \$3.15 per hour

\*Field Crew Lead additional 2% premium on base hourly wage

DATED THIS 21<sup>ST</sup> DAY OF February, 2024, in Tumwater, Washington.

CITY OF TUMWATER:

+

Debbie Sullivan  
Debbie Sullivan  
Mayor

TEAMSTERS UNION LOCAL NO. 252:

Brian Blaisdell  
BRIAN BLAISDELL  
Secretary-Treasurer

Rob Derosa  
ROB DEROSA  
Sr. Business Agent

CITY OF TUMWATER SALARY SCHEDULE  
TEAMSTERS LOCAL 252

**Effective January 1, 2025, Hourly Wages**

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	<b>100%</b>
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

**After Supplemental Retirement Contribution**

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	39.41	41.15	42.88	44.62	46.36
Maintenance Technician III	35.94	37.67	39.41	41.15	42.88
Maintenance Technician II	33.33	35.07	36.80	38.54	<b>40.28</b>
Maintenance Technician I	29.86	31.59	33.33	35.07	36.80
Electrician (Senior)	44.19	45.92	47.66	49.40	51.22
Signal Tech II (Senior)	44.19	45.92	47.65	49.40	51.22
Fleet Tech	35.07	36.80	38.54	40.28	42.02
Fleet Tech II (Senior)	36.80	38.54	40.28	42.02	43.75

3.5% Increase

2025 Teamsters Pension supplemental retirement rate: \$3.15 per hour

\*Field Crew Lead additional 2% premium on base hourly wage

CITY OF TUMWATER SALARY SCHEDULE  
TEAMSTERS LOCAL 252

**Effective January 1, 2026, Hourly Wages**

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	<b>100%</b>
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

**After Supplemental Retirement Contribution**

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	40.69	42.48	44.27	46.06	47.85
Maintenance Technician III	37.11	38.90	40.69	42.48	44.27
Maintenance Technician II	34.43	36.21	38.00	39.79	<b>41.58</b>
Maintenance Technician I	30.85	32.64	34.43	36.21	38.00
Electrician (Senior)	45.61	47.40	49.19	50.98	52.86
Signal Tech II (Senior)	45.61	47.40	49.19	50.98	52.86
Fleet Tech	36.21	38.00	39.79	41.58	43.37
Fleet Tech II (Senior)	38.00	39.79	41.58	43.37	45.16

3.0% Increase

2026 Teamsters Pension supplemental retirement rate: \$3.15 per hour

\*Field Crew Lead additional 2% premium on base hourly wage