



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10b

DATE: November 21, 2016

SUBJECT: Teamsters Local No. 231 Collective Bargaining Agreement representing Public Works Employees

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Public Works Collective Bargaining Agreement

ISSUE

The issue in front of the Council is whether or not to authorize the mayor to sign the negotiated three year collective bargaining agreement with Public Works employees (Attachment A).

SUMMARY STATEMENT

The current collective bargaining agreement for public works employees is set to expire on December 31st, 2016.

DISCUSSION

Under RCW 41.56 et al, public employees may form bargaining units or labor unions to represent them in collective bargaining negotiations with the City regarding wages, hours and working conditions. The City is obligated to engage in collective bargaining with the employee's designated representative. Teamsters Local 231 represents the City's public works employees.

Council discussed the attached agreement in executive session. The Public Works employee's union group approved the agreement.

FINANCIAL IMPACT

The agreement includes the following changes:

- Three year term 2017-2019
- Standby pay increase from \$30 to \$35/day for weekends and holidays

- New hires cannot take vacation or floating holidays during their trial period
- In order to receive holiday pay an employee must be at work the day before and the day after said holiday unless prior approval for leave has been granted
- Employees hired before June 1 receive two floating holidays, between June 1 and September 30 receive one floating holiday, and after September 30 receive no floating holidays
- Employees earn an additional 8 hours of vacation in their 10-14 years
- Employees may take vacation in 2 hour increments if the leave is during the first two or last two hours of their shift
- Part-time employees are eligible for annual vacation cash-out on a pro rata basis
- Employees must complete their trial period to be eligible to take vacation
- Employees may take sick leave in 2 hour increments if the leave is during the first two or last two hours of their shift
- Members of the bargaining unit will move medical plans to Teamster's Plan A with a premium cap of \$1,477 over the terms of the agreement after which the employees pay 10% of the overage
- The dual incentive program is terminated with affected employee wages circled/frozen until their wage rate exceeds that amount
- The City will pay for certifications, licenses, training and continuing education required
- The City will pay for CDL physicals
- Part-time employees receive medical benefits
- Appendix A wage matrix was adjusted to reflect the salary survey
- Effective January 1, 2018 and January 1, 2019 all salaries will increase by 2%

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT FOR THE YEARS 2017 THRU 2019 WITH TEAMSTERS LOCAL 231 REPRESENTING THE PUBLIC WORKS EMPLOYEES.

(Tentative Agreement 10/17/16)

AGREEMENT

by and between

CITY OF STANWOOD

and

TEAMSTERS LOCAL UNION NO. 231

(Representing the Public Works Employees)

January 1, ~~2017~~ 2015-through December 31, ~~2019~~ 2016

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AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)
January 1, ~~2017~~2015 through December 31, ~~2019~~2016

THIS **AGREEMENT** is by and between the **CITY OF STANWOOD**, hereinafter referred to as the City, and the **TEAMSTERS LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

(1.1) Recognition - The City recognizes the Union as the sole and exclusive bargaining representative for all public works employees in the classifications listed in Appendix A, excluding temporary and exempt employees.

(1.1.1) A “regular full-time employee” is an individual who works a normal forty-hour workweek and is hired for an indefinite period.

(1.1.2) A “part-time employee” is an employee who works less than a forty-hour workweek and is hired for an indefinite period.

(1.1.3) A “temporary employee” generally is an individual who is hired either part-time or full-time for a specified, limited period.

(1.1.4) An “exempt employee” primarily includes those employees that occupy bona fide supervisory, executive, administrative, confidential, and/or professional positions under state or federal law.

(1.2) Union Membership - It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

(1.2.1) An Employee who through the rights of non-association based on bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, shall pay an amount equivalent to regular union dues and initiation fees to a non-religious charity or another charitable organization mutually agreed upon by the Employee affected and the bargaining

representative to which such Employee shall otherwise pay dues and initiation fees. The Employee shall furnish written proof to the Union that such payment has been made. If the Employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

(1.3) Dues - For such employees of the City that individually and voluntarily certify in writing that they authorize such deduction, the City shall deduct from each paycheck at month end the Union dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit initiated against the City on account of any check-off of dues for the Union. The Union shall refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

(1.4) Union Notification - Within thirty (30) days from the date of hire of a full time or part time employee as defined in sub-sections 1.1.1 and 1.1.2 above, the City shall forward to the Union the name and address of the new employee. The City shall promptly notify the Union of all employees leaving its employment.

ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION

(2.1) Union Activity Time Off - A Union Shop Steward and/or a member of the Negotiating Committee who is an employee in the bargaining unit may be granted time-off without pay while conducting business vital to the employees in the bargaining unit provided:

1. They notify the City at least twenty-four (24) hours prior to the time-off period;
2. The City is able to properly man the employee's job duties during the time-off period;
3. The wage cost to the City for the pay period is not greater than the cost that would have been incurred had the Union member not taken time-off; and
4. Union members shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

(2.2) Discrimination - No employee shall be discriminated against for upholding Union principles and or who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the employee's duties.

(2.2.1) The City and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination.

(2.2.2) Wherever words denoting a specific gender are used in this Agreement, they shall be construed so as to apply equally to either gender.

(2.3) Union Bulletin Boards - The City shall provide suitable space for Union bulletin boards at buildings staffed by bargaining unit members. Postings by the Union on such boards shall be confined to official business of the Union.

ARTICLE III - HOURS OF WORK, OVERTIME, STANDBY, AND CALLBACK

(3.1) Work Schedules - The workweek shall consist of seven consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at midnight. The normal work schedule shall be set by the City as provided herein.

(3.1.1) The normal work day schedule shall usually be eight (8) hours per day and five (5) consecutive days per week, with the exception of alternative work schedules and weekend work to perform required duties as assigned by the Department Head or designee. The City will provide a minimum of ten (10) days notice to require a change in the employee's shift or starting time. If the 10 day notice is not given or mutually agreed upon then the employee shall be paid in accordance with the provisions outlined in Article 3.5, Overtime. If the notice given is less than 10 days, but the employee mutually agrees, the notice requirement is waived. Exceptions to the 10 day notice requirement would be in the case of an emergency situation. Examples of emergency situations may include storms, floods, severe inclement weather, or fires with an expected duration of eight (8) hours or more. Another exception where a ten (10) day notice would not be needed is if employees requested, and the Department Head agreed to earlier shift starting times for an indefinite period.

(3.1.2) An employee or a group of employees may request, or the City may assign an Alternative Work Schedule outside of the usual five (5) consecutive days per week, eight (8) hours per day. The Union agrees that if an employee or group of employees requests an Alternative Work Schedule, the needs of the City shall prevail, and the Department Head or designee may deny an Alternative Work Schedule based upon those needs. In any case Alternative Work Schedules will be based on the needs of the City

(3.1.3) Alternative Work Schedules include, but are not limited to, 4/10's and 9/80's.

(3.1.4) Alternative Work Schedules must not increase the City's compensation costs.

(3.1.5) Employees on Alternative Work Schedules shall receive holiday compensation for any holiday set forth in this agreement that falls on their normally scheduled day of work for the full amount of their normally scheduled hours. If a holiday were to fall on an employee's scheduled flex-day or day off, under an Alternative Work Schedule, that Holiday will be made up in the same FLSA period as approved by the Department Head or designee.

(3.2) Telephonic or Electronic Response - No employee is allowed to work outside of their work schedule without approval from their Department Head or designee. Those employees who telephonically or electronically respond to specific work situations will be considered on Standby, and shall be compensated per Article 3, Section 3.4 Standby.

(3.3) Rest/Meal Periods - Employees shall receive one (1) fifteen (15) minute rest period on the City's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. If the employee leaves the job site, the fifteen (15) minute rest period shall include travel time to and from the job site.

(3.3.1) Employees shall receive a meal period of thirty (30) minutes, or sixty (60) minutes based upon the Department Head or designee's approval, 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.

(3.3.2) If due to the nature of a particular project or emergency an employee is asked to modify their break or lunch schedule and cannot leave the job site, the employee may be granted a flexible schedule up to and including combining breaks or leaving early.

(3.4) Standby - When employees are required by the City to be on standby duty, on their off duty time, in order to respond to callbacks or callouts, they shall receive standby pay at a flat rate of \$25.00 per day (including telephonic responses) Monday through Friday, and a flat rate of ~~\$30.00~~ **\$35.00** per day (including telephonic responses), Saturday, Sunday, and Holidays. The intent of the City is to equally distribute standby duty amongst all employees, provided they are qualified, as determined by the Department Head, and appropriately certified to perform the necessary duties. The employee on standby must be fit for duty, which includes being at work for the afternoon of the standby day, and able to reach the assigned duty station within 40 minutes.

(TA 10/17/16)

(3.5) Overtime - Overtime will be paid in accordance with the Fair Labor Standards Act (all work performed in excess of forty (40) hours in one (1) week). Overtime shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. All unscheduled hours worked in continuation of the regularly scheduled workday shall be paid at the overtime rate.

(3.5.1) Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes. Overtime shall require prior authorization by the Department Head or designee. Forms authorizing overtime shall be attached to the Employee's timesheet each month.

(3.5.2) In computing overtime, all contractual holiday and bereavement leave hours shall be considered as time worked.

(3.6) Compensatory Time - In lieu of paid overtime, compensatory time-off may be accrued upon the request of the employee and approval of the Department Head or designee. Compensatory time shall be accrued at the rate of one and one-half (1 -1/2) times the actual time worked. Compensatory time shall not exceed an accumulated balance of one hundred (100) hours at the end of any payroll period. Balances may be carried forward from year to year as long as the maximum accumulation of one hundred (100) hours is not exceeded. Upon the effective date of separation from employment employees shall be entitled to a sum of money at their current regular rate of pay for any comp time hours which have not been used up to a maximum of one hundred (100) hours.

(3.7) Callback/Callout - An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time they started work on the callback, they shall receive one and one-half (1 -1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift.

(3.7.1) Callback/Callout pay and the two hour guarantee shall not be paid for routine or emergency work done as a continuation of the work day, for planned work scheduled in advance with the employee, to start a shift early, or for holiday work scheduled in advance with the employee.

(3.7.2) The Department Head or designee will determine the call back order based upon the best interests of the City. The City's intent is to callback individuals who are best suited, based upon their experience, knowledge, skills, and abilities, to address the situation at hand, while reasonably providing call back opportunities for all Public Works employees. Qualified individuals on standby duty will be called first. If for any reason individuals on standby duty are not available, or more help is needed, the City will then usually call employees within the division the work most relates to, and then, throughout the rest of the department based upon the previously stated intent. In cases of emergency or immediate need where possible threats to public safety exist, the City reserves the right to suspend the callback order as the needs of the City shall prevail.

ARTICLE IV - WAGES

(4.1) Wage Appendix - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix 'A' which is attached hereto and made a part of this Agreement.

ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES

(5.1) Trial Service Period - New employees shall be subject to a six (6) month trial service period commencing with their date of hire. During this period such employees shall be evaluated by the City and may be disciplined or terminated at the sole discretion of the City. Discharge or discipline of employees during their trial service period shall not be subject to the grievance procedure. The City shall not discharge or discipline a trial service employee for protected union activity. The city has the right to extend the trail service period up to an additional six (6) months. Any employee who is promoted shall be subject to a four (4) month trial service period. During the four (4) month trial service period the City may elect to return the employee to their previous position and salary. Any employee who is promoted may elect to return to their previous position and salary at any time prior to the conclusion of the four (4) month trial service period. **During the initial trial service period a newly hired employee is not eligible to use vacation or floating holidays. This does not apply to the four (4) month trial service period for promotions.**

(TA 9/7/16)

(5.2) Length of Service - The City appreciates and will strive to recognize quality performance and length of service. Both contribute greatly to the service that the City of Stanwood and its employees are able to provide. Upon satisfactory completion of the trial service period the employee's length of service with the City shall be considered from the date of hire. Length of service shall cease upon justifiable discharge, voluntary resignation, as well as layoff and approved leave of absence exceeding twelve (12) months.

(5.3) Layoff - The City shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the City the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, employees will be laid off from the affected classification within their department in accordance with their seniority and the ability to perform the work available in that department without further training (excluding a reasonable orientation period). They may "bump" a junior employee in the bargaining unit from another department in accordance with their seniority and the ability to perform the work available, at the entry level requirements for the position, in that department without further training (excluding a reasonable orientation period).

(5.3.1) Trial service period employees within the same bargaining unit will be the first laid off even in the event that the position identified by the City is not the position currently held by such employee. In that event, the employee in the position identified by the City must meet all essential qualifications, as determined by the City, in order to fill the vacancy left by the layoff of the trial service employee. That employee will be paid at a rate as close to their salary as possible but within their new position's classification.

(5.3.2) In the case of a layoff or reduction in force, the City shall provide an employee with no less than (3) three weeks advance notification prior.

(5.4) Recall - In the case of recall, those employees laid off last shall be recalled first, for the position they were laid off from or to a position the City determines has similar duties and responsibilities, assuming satisfactory past performance. In order to be considered for re-employment, an employee on layoff must keep the City informed of the address and telephone number where they can be contacted. The City shall make every reasonable effort to contact the former employee. The City has no obligation to recall an employee after they have been on continuous layoff for a period of one (1) year. Should an employee not return to work when recalled the City shall have no further obligation to recall them.

(5.5) Job Vacancies - Permanent job vacancies within the bargaining unit shall be filled based upon the concept of promotion or lateral movement from within; provided however, applicants shall have the minimum qualifications, abilities and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job. In filling permanent job vacancies, the City shall give consideration to several factors, including but not limited to the employee's length of continuous service with the City, their ability to perform the duties required of the job, and past performance. In applying this provision it is the intent of the City to provide opportunities for promotion to employees who are qualified for the position. It is also the City's intent to fill all positions with the most qualified candidate available.

(5.5.1) Notices of permanent job vacancies within the bargaining unit shall be dated and posted by the City on the Union bulletin board(s) for ten (10) calendar days. Employees who desire consideration for such openings shall notify the City in writing during the ten (10) calendar day posting period. In order to expedite the filling of a vacancy, an expedited sign-off sheet may be utilized. The required ten (10) calendar day posting period is waived if all affected employees indicate on the sign-off sheet that they have seen the notice and do not wish to be considered for the vacancy, however, the City will not advertise the vacancy until after the five (5) day posting period or the expedited posting, whichever occurs first.

ARTICLE VI - HOLIDAYS

(6.1) Holidays - Employees shall receive twelve (12) paid holidays as set forth below. If any employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight-time pay for such holiday.

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving Day	
Christmas Day	December 25 th
2 Floating Holidays	(see 6.1.3)

(6.1.1) The previously referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 6.1. However no change by the Legislature or the Governor of the State of Washington shall result in less than twelve paid holidays per year.

(6.1.2) In those cases where the City and the employee mutually agree to make a holiday a regularly scheduled workday, the employee may receive another day off in place of the holiday.

(6.1.3) An employee shall request their floating holiday on a leave form, provided by the City and must give at least twenty-four (24) hours advance notice. Granting of the floating holiday shall be based on departmental needs and requirements. In the event of conflicting requests for the same date the earliest submitted request, within 12 calendar months, shall be the determining factor.

(6.1.4) Unless an employee is working under an Alternative Work Schedule as outlined in Article 3, in the event a recognized holiday falls on a Saturday it will be observed on Friday. In the event a recognized holiday falls on a Sunday it will be observed on Monday.

(6.1.5) In order to be eligible to receive holiday pay an employee must be at work the day before and the day after said holiday, unless they have applied for and been approved leave prior to the holiday.

(TA 10/17/16)

(6.1.6) New hires starting between June 1st through September 30th will receive one (1) floating holiday in the calendar year of hire. New hires starting after September 30th will not receive any floating holidays in the calendar year of hire.

(TA 8/25/16)

ARTICLE VII - LEAVES

(7.1) Vacation Leave - Each regular full-time employee shall accrue vacation hours, as earned on a monthly basis and allocated to the employee's accrual bank no later than the last day of the month, in accordance with their accumulated continuous service at the annual rate shown below:

1 st - 4 th year	96 hours
5 th - 9 th year	128 hours
10 th - 14 th years	160 152 hours
15 th - 19 th years	184 hours
20 th year and beyond	200 hours

(TA 9/7/16)

(7.1.1) Employees may request vacation leave in either half-day or full-day increments on forms submitted to the Department Head within an hour of their regular starting time or, if at work, at least an hour from the beginning of the vacation leave period. Employees may request vacation leave in two (2) hour increments if the requested leave is the first two (2) hours, or the last two (2) hours of their shift.

(TA 10/17/16)

(7.1.2) Employees may request vacation for continuous periods of nine (9) to twenty-four (24) hours of vacation leave on forms submitted to the Department Head no later than twenty-four (24) hours prior to the initial day of leave.

(7.1.3) Vacation leave requests exceeding twenty-four (24) hours shall be applied for on vacation leave forms submitted to the Department Head. Vacation leave requests in excess of twenty-four hours should whenever possible be submitted thirty (30) days prior to the initial day of leave. For vacation requests in excess of twenty-four (24) hours, the Department Head or designee will approve or deny the vacation requests submitted by employees no later than forty-eight (48) hours after receipt of request, when possible.

(7.1.4) In the event of conflicting requests for the same leave period the earliest submitted request shall be the determining factor. The City may deny any vacation requests that conflict with the scheduling or work requirements of the City.

(7.1.5) The total accumulation of vacation leave may not exceed two hundred

forty (240) hours at the end of any pay period unless it is approved by the Department Head and the City Administrator in the event that an employee is denied a request for vacation leave. Balances may be carried forward from year to year as long as the maximum accumulation of two hundred and forty (240) hours is not exceeded.

(7.1.6) An employee may elect to cash out vacation hours of one week (40 hours) a year with their June 8th, or December 8th, paycheck. In order to be eligible to cash out vacation an employee must have a minimum of forty (40) hours in their vacation bank after the cash out, and two hundred (200) hours of sick leave in their sick leave bank. **Part time employees shall be eligible for vacation cash out on a pro rata basis, vacation, and sick leave bank requirements shall be on the same pro rata basis.**

(TA 10/17/16)

(7.1.7) An employee shall not apply for or take vacation leave that will result in a negative leave balance. Negative vacation balances shall not be allowed at any time during the year.

(7.1.8) Upon the effective date of separation from employment an employee shall be entitled to a sum of money at their current regular rate of pay at the time of termination for any vacation hours which have not been used, up to a total maximum of two hundred forty (240) hours.

(7.1.9) A new employee must complete the initial trial service period prior to being eligible to use vacation leave.

(TA 9/7/16)

(7.2) Worker's Compensation - In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers Compensation Act or similar legislation of the State of Washington or any other government unit, the City shall pay only the difference between the benefits and payments received under such insurance or act by such employee and their regular rate of compensation that they would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such employee has accumulated sick and vacation time.

(7.3) Jury Duty - An employee who is required to serve on a jury or as a result of official city duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. If employees have sufficient time to work one-half (1/2) day or more, they shall report to work that day. Jury duty leave shall not be used to attend a personal court issue.

(7.4) Leave of Absence - The City shall provide a personnel policy allowing for employees to take an extended leave of absence without pay in accordance with the policy. The decision whether or not to grant a leave of absence is the City's alone. An employee who takes an unauthorized leave of absence may be charged with job abandonment and subject to immediate termination or disciplinary action.

(7.5) Sick Leave - Each regular full-time Employee shall earn sick leave at the rate of eight (8) hours per month to a maximum accumulation of six hundred forty (640) hours at any time during a year.

(7.5.1) Regular full-time and regular part-time employees with over five (5) years of service, with a minimum of two hundred and forty (240) hours accrued in their sick leave bank, shall be cashed out twenty five percent (25%) of their bank, not to exceed forty (40) hours total, upon separation in good standing.

(7.5.2) Regular full-time and regular part-time employees with over five (5) years of service, with a minimum of one hundred and sixty (160) hours accrued in their sick leave bank, shall be cashed out fifty percent (50%) of their bank, not to exceed eighty (80) hours, upon retirement or death.

(7.5.3) Allowable Uses of Sick Leave - Sick leave covers those situations in which an employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
2. The need to care for a dependent child (a biological, adopted, foster child, stepchild or legal ward who is either under 18 years of age, or over 18 years and incapable of self-care due to a physical or mental disability) whose condition requires treatment or supervision;
3. The need to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious medical condition or an emergency condition;
4. Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
5. Exposure to a contagious disease where on the job presence of the employee would jeopardize the health of others;
6. Use of a prescription drug which impairs job performance or safety;
7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Administrator or designee.

(7.5.4) A doctor's certificate may be required when an employee is absent. Employees who use all their accumulated sick leave and require more time off work due to illness or injury may request a leave without pay. Employees may be sent home and be required to use sick leave if a Department Head or designee determines that an employee's performance is negatively affected by their health conditions.

(7.6) Bereavement Leave - An employee may receive work days off with pay for bereavement as the result of the death of a member of the employee's immediate/extended family or close personal friend.

1. In the case of an employee traveling outside of Western Washington, they may be allowed up to five (5) working days of bereavement leave without loss of base pay or deductions from other leave balances.
2. In the case of an employee staying within Western Washington, they may be allowed up to three (3) working days of bereavement leave without loss of base pay or deductions from other leave balances.
3. An employee shall be limited to one (1) day of bereavement leave for a close personal friend. Use of bereavement leave for a close personal friend is limited to three (3) uses per calendar year.
4. Longer periods taken for bereavement purposes may be charged to the employee's sick or vacation leave with approval from the City Administrator and the Department Head.

(7.7) Catastrophic Leave Donation Program - The City shall provide a personnel policy of catastrophic leave donation which includes eligibility for participation by bargaining unit members. The catastrophic leave donation program shall provide a method for employees to assist other employees who face an extended leave without pay due to their medical condition. The City's catastrophic leave donation program shall provide a method for employees to voluntarily donate paid leave time to their coworkers. The City may, from time-to-time, modify the Personnel Policy, or procedures for catastrophic leave donation.

(7.8) **If an appointment isn't scheduled within the first two (2) hours or the last two (2) hours of an employees shift, then the employee shall be required to take leave in four (4) hour increments.**

(TA 10/17/16)

ARTICLE VIII - HEALTH AND WELFARE

(8.1) ~~Benefits—The City shall provide a monthly contribution for each bargaining unit member equal to one hundred percent (100%) of the cost for the purchase of medical, dental, vision and life insurance under the Association of Washington Cities (AWC) Health First Plan, the Teamsters Dental Plan A, the Washington Vision Services Plus Plan, and AWC Standard Life Insurance Plan (\$10,000 Basic). Per enrollment into the~~

~~AWC Health First Plan, all employees will be eligible to participate in the AWC Employee Assistance Program (3 sessions per event).~~

Effective January 1, 2017. The City shall provide a monthly contribution for each bargaining unit member and all eligible dependents equal to one hundred percent (100%) of the **premium** cost for **Teamsters Medical Plan A**, dental under Teamsters Dental Plan A, vision under Washington Vision Services Plus Plan, and life insurance under AWC Standard Life Insurance Plan (\$10,000 Basic).

The City will maintain 100% coverage of the premium for Teamsters Medical Plan A, up to a maximum of \$1477.00 per month over the term of this agreement. If the premium cost increases above \$1477.00 during the term of this agreement, the City and the employee shall share in the premium increase above \$1477.00 as follows: The City shall pay ninety percent (90%) of the increase above \$1477.00 and the Employee shall pay ten percent (10%) of the increase above \$1477.00.

~~For medical benefits, the City shall provide one hundred percent (100%) of the employee's benefit cost under Association of Washington Cities (AWC) Health First Plan.~~

~~For dependent medical benefits, the employee shall share the cost of benefits under Association of Washington Cities (AWC) Health First Plan as follows:~~

~~Effective upon ratification:~~

~~Spouse _____ 9% of the 2015 monthly premium rate
First Dependent _____ 9% of the 2015 monthly premium rate
Second Dependent _____ 9% of the 2015 monthly premium rate
Full Family _____ 9% of the 2015 monthly premium rate~~

~~Effective January 1, 2016:~~

~~Spouse _____ 9% of the 2016 monthly premium rate
First Dependent _____ 9% of the 2016 monthly premium rate
Second Dependent _____ 9% of the 2016 monthly premium rate
Full Family _____ 9% of the 2016 monthly premium rate~~

Should any employee of the City receive a more favorable medical premium cost share, all employees covered by this agreement shall receive the same more favorable medical premium cost share.

Dual Insurance Program

Effective January 1, 2017 the Dual Insurance Program shall be terminated. Employees enrolled in the Dual Insurance Program shall have their current "incentive" amount received added to their individual wage rate (red circle rate) until such time as the wage rate in Appendix A for their classification shall exceed their individual wage rate. Effective upon ratification, all employees covered by this agreement are eligible to remove their spouse and/or dependents from the City's medical plan and receive fifty percent (50%) of the employer's portion of the monthly premium. This incentive will be added to the employee's paycheck as taxable income. In addition, the employee will save the premium they are currently paying for dependent medical insurance. Employees will be required to sign a waiver certifying that their dependents or spouse have other medical insurance. If the employee's dependents or spouse later involuntarily loses their (non-city) medical coverage, they are eligible to rejoin the City's medical plan on the first day of the following month.

(8.1.1) The City and the Union will form a committee and work in collaboration to identify and evaluate benefit plans that provide the same, or similar levels of coverage, if possible, and are more affordable to the City and employees. The proposed plan will be identified by July 1, 2016 for implementation in the following contract which would begin on January 1, 2017 in conjunction with the wage study.

ARTICLE IX - MISCELLANEOUS

(9.1) Retirement - The City and the employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

(9.1.2) The bargaining unit shall have the right to divert a portion of their salary provided by this agreement to the Western Conference of Teamsters Pension Trust, on a monthly basis. The bargaining unit reserves the right to change the amount no more than once per year and also reserves the right to end the program with 30 calendar days prior notice to the City.

(9.2) Safety - The City shall furnish and maintain appropriate rain gear, hip boots, safety goggles, hard hats, and work gloves as necessary to all employees covered by this Agreement. Such equipment shall remain the property of the City. An employee not wearing such safety equipment when required may be subject to disciplinary action by the Department Head or designee.

(9.2.1) Communicating employee's safety standards, employee accident reviews and such other employee safety matters which promote the reduction and/or prevention of employee injuries, illness or on- the-job hazards shall be the duty of

a safety and health committee as established in accordance with State rules and regulations.

(9.2.2) The City shall comply with all WISHA standards and any other normal safety standards that apply to the work of the bargaining unit.

(9.3) Uniforms - The City will furnish and launder, for each member of the bargaining unit eleven (11) pairs of uniform pants, eleven (11) shirts and one (1) ANSI/ISEA class 3 safety vest, one (1) jacket as needed, and one (1) set of raingear as needed, as determined by the Public Works Director. Uniforms shall be in the styles and colors as approved by management following consultation with employees.

(9.3.1) Employees shall wear uniform clothing or devices supplied by the City only during scheduled working hours and to and from work.

(9.4) Fit for Duty - If the Department Head or designee has reason to believe an employee is not fit for duty or that the employee may be impaired, the Department Head or designee may send that employee for a fitness for duty evaluation. The City may designate the health care provider or site of the evaluation. Such an evaluation shall be at the City's expense.

(9.4.1) When an employee has been absent from work due to impairment, injury or illness, caused on or off the job, the Department Head may require that the employee provide a written release, from their medical provider, to full unrestricted work status before the employee is allowed to return to work without limitations. Should the treating health care provider determine that the employee has temporary limitations which may prohibit an unrestricted return to full duty; the City may elect to return the employee to any temporary limited duties which the Department Head determines the employee can safely perform. The City may determine that the employee's limitations do not permit a return to work, even if the employee desires to return to work prior to full recovery. Should the treating health care provider determine that the employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duty; the City shall consider reasonable accommodations to the employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

(9.5) Boots - The Employee shall be paid one hundred seventy-five dollars (\$175.00) on the first full pay period in January of each year for the purchase of steel-toed safety boots.

(9.6) Classes - Each member of the bargaining unit shall be provided the opportunity, as required by the City, to attend a first-aid class, defensive driving class including any training related to obtaining a Commercial Driver's License, and flagger's school all of which shall be provided by the City on the City's time.

(9.7) The City will pay for employee Certification fees, License renewal, training, and continued education as required by the City.

(9.7.1) Commercial Drivers License Physical - The City will reimburse employees who are required to have a commercial driver's license as a condition of employment up to one-hundred dollars (\$100.00) towards the cost of the "Department of Transportation Medical Examination" (commercial driver's license physical) administered by a Department of Transportation Certified Physician. The reimbursement request must include a copy of the invoice showing the employee paid the invoice and clearly stating the physical was needed to receive the employee's Medical Examiner Certificate. The employee must provide the City with a copy of the Medical Examiner Certificate showing that he/she is physically qualified to drive a commercial motor vehicle.

(9.8) Communication Equipment - Communication equipment shall be available on job sites outside the corporate city limits. All provisions for employee safety shall be in accordance with both State and Federal safety rules.

(9.9) Showers - Showers shall be provided for those employees working with sewers or with toxic materials.

(9.10) Strikes - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any employee strike, work stoppage, slowdown, sick-in, or any other concerted refusal to work by employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the City during the life of this Agreement.

(9.11) Lockouts - The City shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its employees during the life of this Agreement.

(9.12) Part-time and Temporary Employees - The City may only utilize part-time and/or temporary employees to supplement the regular full-time work force and shall not utilize part-time and/or temporary employees to replace regular full-time employees. However, if the City determines that an existing full time position needs to be cut back to part-time and the affected employee instead of accepting the part-time position resigns, retires or otherwise refuses the part-time position, the City may then hire a part-time employee.

(9.12.1) A part-time employee scheduled to work one thousand and forty (1,040) hours or more shall receive medical, dental and vision insurance benefits **as outlined in Article 8. of this agreement.** ~~for the employee only.~~ All part-time employees shall earn pro rata vacation and sick leave accruals. Such pro ration shall be based upon the annual scheduled hours for the position in relation to 2,080 hours. Regular part-time employees shall receive pro rata holiday compensation for any holiday set forth in this agreement. During a holiday week, part-time employees and their department heads will work together to create a

mutually agreed upon schedule utilizing the employee's pro rata scheduled hours minus the holiday hours. Temporary employees shall not be eligible for holiday pay, vacation or sick leave accrual, and fringe benefits unless otherwise required by state or federal law.

(9.13) Labor Management Meetings - A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Public Works employees, and Management representing the City of Stanwood. The Union Business Agent and a bargaining unit member shall be members of the LMC. The Labor Management Committee shall meet on a quarterly basis in March, June, September, and December of each year, unless the parties agree that a meeting is not necessary for that quarter. The purpose of these meetings is for the parties to this agreement to meet and discuss issues, and concerns in an informal setting. The party proposing to meet shall be responsible to schedule and conduct the meeting.

ARTICLE X – MANAGEMENT RIGHTS

(10.1) State Law - The City has and shall retain any and all rights concerned with the management and operation of the department while recognizing its duty to bargain mandatory subjects of bargaining per RCW 41.56.

(10.2) Management Rights - The City has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the City. It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. The City reserves the right to contract out and/or eliminate any work or function performed by employees in this bargaining unit, it deems necessary in the interests of efficiency, economy, and improved work product or emergency.

(10.2.1) Except as abridged or modified by this agreement management retains all rights granted by law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees, select and determine the number of employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance; to determine policies, procedures and standards for selection, training and promotion of employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its mission in emergencies; to exercise control and discretion over its organization and the technology for performing its work and services to maintain the economy desirable for the performance of City services. Nothing in this agreement shall be interpreted to detract or circumscribe the trust placed in the city government, and the rights and obligations owed to the electorate.

ARTICLE XI - DISCIPLINE

(11.1) Definition - City may discharge or suspend an employee for just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. Demotion may also be defined as discipline; however, not all employee demotions are necessarily for disciplinary purposes. Employees or the union can grieve disciplinary actions through the grievance procedure outlined in this agreement;

however, only suspension, demotion, or termination can be taken to arbitration.

(11.2) Process - The City supports the concept of progressive discipline. Usually, disciplinary action shall be corrective in nature; however, the decision to discipline and to what extent will be made on a case by case basis and is solely that of the City's. For example, the City may take immediate disciplinary action (up to termination) for, but not limited to, the following examples: (1) theft, (2) moral turpitude (conviction of a criminal offense), (3) misuse of public funds, (4) falsifying reports or records, (5) gross incompetence or gross negligence, (6) dishonesty on the job, (7) gross insubordination, (8) drug abuse, (9) drinking or drunkenness while on duty, (10) sexual harassment.

(11.2.1) For purposes of progressive discipline the City shall give one (1) copy of the written reprimand to the employee and one (1) copy to the Union. The complaint specified in a prior written reprimand need not concern the same type of misconduct as the cause for discharge or suspension. A written reprimand must be issued within twelve (12) working days after discovery of the violation; exclusive of Saturdays, Sundays and holidays.

ARTICLE XII - GRIEVANCE PROCEDURE

(12.1) Grievance Steps - A "grievance" is a difference that arises between the City and an employee, or between the City and the Union, as to the interpretation or application of the provisions of this agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise; an earnest effort shall be made to settle the difference as soon as practical between the aggrieved employee, or the Union, and the City, at the lowest step in the following grievance procedure.

(12.1.1) Step One – Immediate Supervisor Conversation: A grievance shall be first discussed by the employee and the immediate supervisor, with or without their Union steward present as desired by the employee, within ten (10) business days of the incident, or of the employee knowing of the incident. The supervisor shall give an answer to the employee within ten (10) business days of the discussion.

(12.1.2) Step Two – Supervisor Formal Grievance: If the grievance is not settled in Step One and the Union wishes to appeal the grievance to Step Two, it shall be referred in writing to the supervisor within ten (10) business days after the supervisor's answer. The written grievance shall contain, (1) facts upon which the grievance is based, (2) a reference to the section or sections of the Agreement that are alleged to have been violated, and (3) the remedy sought. The supervisor shall answer in writing within ten (10) business days after receipt of the grievance. If the Department Head is the employee's direct supervisor then Step Two can be skipped.

(12.1.3) Step Three – Department Head: If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three, it shall be referred in writing to the Department Head within ten (10) business days after the supervisor's answer has been received. The Department Head shall answer in writing within fifteen (15) business days after receipt of the grievance.

(12.1.4) Step Four – City Administrator: If the grievance is not settled in Step Three and the Union wishes to appeal the grievance to Step Four, it shall be referred in writing to the City Administrator within ten (10) business days after the Department Head's answer has been received. The City Administrator shall answer in writing within fifteen (15) business days after receipt of the grievance.

(12.1.5) Step Five - Arbitration: If the grievance remains unresolved and the Union wishes to pursue it, the grievance exactly as set forth in writing in Step 2 (or 3 if the Department Head is the employee's direct supervisor) may first be submitted to mediation by written agreement of the parties, or will be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this Agreement and must be in writing and presented to the other party within fifteen (15) business days of receipt of the written answer referred to in Step Four.

(12.2) Arbitration - In the event the grievance is referred to arbitration, the parties will attempt to designate an arbiter. In the event an arbiter is not agreed upon within fifteen (15) working days, the parties will jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators from within the states of Washington, Idaho, or Oregon. The arbiter will be chosen from the list by alternate striking of arbiter names. When each party has stricken four (4) names, the remaining name will be the appointed arbiter. The order of striking names from the list will be determined by the flip of a coin.

(12.2.1) The arbiter, once appointed will inform the parties of the procedure to be followed.

(12.2.2) The arbiter shall hear and accept pertinent evidence by both parties. No new evidence submitted after Step Four of the grievance procedure shall be introduced to the arbiter without mutual agreement from both parties. The arbiter shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.

(12.2.3) The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration. The decision shall be final and binding on both parties.

(12.2.4) The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

(12.2.5) Each party of the proceedings may call witnesses, in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

(12.2.6) Each party shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees.

(12.2.7) The arbiter shall specify in the award that the City or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.

(12.2.8) The standard of review shall be if the City's decision was arbitrary and capricious.

(12.3) Disciplinary Action - No grievance for disciplinary action, other than suspension, demotion, or termination, can be taken to arbitration.

(12.4) All grievances, and replies, shall be submitted within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The receipt date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. Time limits maybe extended by mutual waiver by both the Union and the City. Failure by the union or employee to submit the grievance in accordance with these time limits without such waiver will constitute an abandonment of the grievance. Upon failure by the City to submit a reply within the specified time limits, the employee or the Union may advance the grievance to the next step.

ARTICLE XIII - SEPARABILITY-AND SAVINGS

(13.1) Should any clause of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XIV - ENTIRE AGREEMENT

(14.1) The agreement expressed herein in writing constitutes the entire bargaining agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that each has held the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of those rights is set forth in this Agreement.

ARTICLE XV - DURATION

(15.1) This Agreement shall become effective January 1, ~~2017~~2015 and shall remain in full force and effect through December 31, ~~2019~~2016. All salaries as outlined in Article 4, as well as standby pay and overtime, as outlined in Article 3, shall be paid retroactively as of January 1, ~~2017~~2015. The Employer and the Union agree to open this contract for negotiations one hundred eighty (180) days prior to December 31, ~~2019~~2016.

(15.2) This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached.

Teamster Local Union No. 231

City of Stanwood

By _____
Rich Ewing, Secretary-Treasurer

By _____
Leonard Kelley, Mayor

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF STANWOOD, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)
January 1, ~~2017~~ 2015 through December 31, ~~2019~~ 2016

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF STANWOOD, WASHINGTON, hereinafter referred to as the City, and TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, ~~2017~~ 2015 the classifications of work and the monthly rates of pay for each classification covered by this Agreement shall be increased ~~3.5 %~~ as follows.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Public Works Technician I	3394 <u>3626</u>	3537 <u>3817</u>	3677 <u>4016</u>	3818 <u>4228</u>	3960 <u>4451</u>	4100 <u>4685</u>
Public Works Technician II	3733 <u>3851</u>	3875 <u>4052</u>	4017 <u>4267</u>	4158 <u>4491</u>	4300 <u>4727</u>	4440 <u>4976</u>
Public Works Technician III	4073	4215	4357	4498	4640	
Public Works Technician IV	4414 <u>4742</u>	4555 <u>4992</u>	4696 <u>5255</u>	4838 <u>5531</u>	4978 <u>5822</u>	5118 <u>6128</u>
Public Works Lead Person	4753 <u>4932</u>	4895 <u>5192</u>	5035 <u>5465</u>	5177 <u>5752</u>	5319 <u>6055</u>	5459 <u>6374</u>
Water Treatment Plant Operator I	4186 <u>3903</u>	4328 <u>4110</u>	4470 <u>4326</u>	4611 <u>4553</u>	4753 <u>4793</u>	4895 <u>5046</u>
Water Treatment Plant Operator II	4640 <u>4150</u>	4782 <u>4368</u>	4921 <u>4598</u>	5064 <u>4839</u>	5206 <u>5094</u>	5348 <u>5363</u>
WW Treatment Plant Operator I	4186 <u>4139</u>	4328 <u>4358</u>	4470 <u>4586</u>	4611 <u>4827</u>	4753 <u>5082</u>	4895 <u>5349</u>
WW Treatment Plant Operator II	4640 <u>4442</u>	4782 <u>4676</u>	4921 <u>4923</u>	5064 <u>5181</u>	5206 <u>5453</u>	5348 <u>5741</u>
<u>WW Treatment Plant Lead</u>	<u>4932</u>	<u>5192</u>	<u>5465</u>	<u>5752</u>	<u>6055</u>	<u>6374</u>

It is understood that the City has created a pay schedule for movement through the classifications outlined in the wage matrix above.

A.2 All current employees who started before April 14, 2009 will receive a step increase on January 1 of every year of this contract, per the provisions outlined in this Appendix to Article 4. Employees who start after April 14, 2009 will receive a step increase on their anniversary date per the provisions outlined in this Appendix to Article 4.

Employees hired after April 14, 2009 shall be placed on the adjusted wage matrix closest to their current rate of pay, however, in no case shall an employee suffer a reduction in pay as a result of their placement into the adjusted matrix. Effective with the employees anniversary date the employee shall receive their step increase.

A.3 Effective January 1, ~~2018~~ 2016 all monthly salaries shall be increased **two (2%)** three (3%) percent.

Effective January 1, 2019 all monthly salaries shall be increased two (2%)

~~A.3.1 The City and the Union will work together in collaboration, to complete a wage and classification study for all bargaining unit positions, to be completed by July 1, 2016, for the purpose of implementation in the following contract term, to begin January 1, 2017.~~

~~A.3.2 Wages and classification studies will be effective January 1, 2017, as outlined in Appendix A. However, the City may elect to withhold the adjustment if the Union, and City have not reached an agreement on a proposed medical plan, and/or options that will not trigger imposition of taxes, fees, assessments or penalties for the City or its employees under the PPACA per Article 8, section 8.1.1 of this Collective Bargaining Agreement. Upon reaching a settlement on health insurance plan coverage, all wages and classification adjustments will be made retroactive to January 1, 2017.~~

At the beginning of every calendar year the City will provide the new rates to employees per the language in this section.

A.4 An employee who reaches the final step of their classification will not receive a step increase, per section A.2, but will receive a cost of living adjustment per section A.3

A.5 For the purposes of payroll administration all full-time regular employees will earn a monthly salary and all part-time employees will receive a monthly salary equivalent to the monthly salary assigned to their step divided by their full time equivalent percentage.

A.6 An employee who is promoted shall be assigned to a higher classification, in a step that is closest to their current salary, or higher, as long as a decrease in pay does not occur. Promotions shall not change the date an employee receives a step increase per section A.2.

An employee who is demoted shall be assigned to a lower classification in a step that is

closest to their current salary as long as it is not outside the range of the lower classification. Demotions shall not change the date an employee receives a step increase per section A.2.

A.7 The implementation of the salary matrix upon both parties signing the attached agreement cannot reduce the current salary rate of any employee within the bargaining unit.

A.8 If an employee is temporarily re-classified by their Department Head, and approved by the City Administrator, to work at a higher classification for a period of more than 30 consecutive business days, that employee shall receive the wage rate within the assigned higher classification closest to their own wage rate, but no less than an increase of \$.75 per hour. In the event an employee is temporarily assigned to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made.